

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION 23-60-035

**AUTHORIZING THE EXECUTION OF A COLLECTIVE
BARGAINING AGREEMENT WITH THE IAEP LOCAL R3/347**

WHEREAS, the International Association of EMT's and Paramedics, Local R3/347 and the City of Ocean City have completed collective bargaining and have formulated the terms of a five-year agreement from January 1, 2023 through December 31, 2027; and

WHEREAS, the International Association of EMT's and Paramedics has voted to accept the terms of the agreement as negotiated by their representatives; and

WHEREAS, the City negotiating team recommends Council approval of the terms of the proposed agreement.

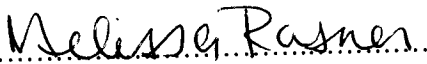
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that the Mayor and City Clerk be authorized to execute the collective bargaining agreement as negotiated with the International Association of EMT's and Paramedics from January 1, 2023 through December 31, 2027.



Peter V. Madden
Council President

Offered byCOUNCILMAN BARR..... Seconded byCOUNCILMAN ROTONDI.....

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 JUNE 2023.


.....
City Clerk

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr	X			
Bergman	X			
Crowley	X			
Levchuk	X			
Madden	X			
Polcini	X			
Rotondi	X			

AGREEMENT

BETWEEN

CITY OF OCEAN CITY

AND

INTERNATIONAL ASSOCIATION
OF EMT'S AND PARAMEDICS (IAEP)
LOCAL R3/347

JANUARY 1, 2023 THROUGH DECEMBER 31, 2027

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PREAMBLE

This agreement, entered into this 26th day of June 2023 by and between the City of Ocean City, in the County of Cape May, a Municipal Corporations of the State of New Jersey, hereinafter called the "City", and the International Association of EMT'S and Paramedics (IAEP) Local R3/347, hereinafter called the "Association", represents the complete and final understanding on all bargain able issues between the City and the Association.

WITNESSETH

WHEREAS, for the purpose of mutual understanding and in order that a harmonious relationship may exist between the City and the Association , and to the end that continuous efficient service will be rendered to and by both parties, for the benefit of both;

NOW, THEREFORE, IT IS AGREED, as follows:

ARTICLE 1
ASSOCIATION RECOGNITION

The City hereby recognizes the Association as exclusive and sole representative of all collective negotiations concerning grievances and terms and conditions of employment, for all full-time provisional/permanent Emergency Medical Technicians, excluding all other employees of the City.

ARTICLE 2
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.
- B. The provisions of this Agreement shall be subject to and subordinate to State law, but nothing contained herein shall be deemed to subordinate this contract to local ordinances.

ARTICLE 3
MANAGEMENT RIGHTS

- A. The City hereby retains and reserves unto itself, without limitations, 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.
- B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of the policy, rules, regulations and practices and furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms hereof and in conformance with the Constitution and laws of the State of New Jersey and the United States and the ordinances of Ocean City.
- C. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authorities under N.J.S.A. 40:1-1et. seq. N.J.S.A. 40A:1-1et. seq. N.J.S.A. 11:1-1et. seq. any other national, state or county law or administrative code.

ARTICLE 4

ASSOCIATION REPRESENTATIVES AND MEMBERS

- A. The City agrees to provide duly authorized representative(s) time off to attend state or national union conventions in accordance with N.J.S.A. 11A:6-10.
- B. Upon prior request and authorization of the Fire Chief or his/her designee, authorized representatives of the Association shall be permitted to visit the city offices for the purposes of investigation alleged violations of the Agreement. In no event shall there be any interference with the operation of the City or the Fire Department.
- C. During negotiations the authorized Association representatives, not to exceed two (2) 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 need arises.
- D. The City and the Association agree that all hours spent attending to Association business and attending negotiations pursuant to this Article are not mandated work by the City and as such are not compensable as hours worked for Fair labor Standards Act purposes.

ARTICLE 5

RETENTION OF CIVIL RIGHTS

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

ARTICLE 6

LEAVES OF ABSENCE

- A. Leaves of absence, without pay, may be granted by the City for emergency situations, or other valid reasons, by the Fire Chief and approved by the Appointing Authority in accordance with current New Jersey Department of Personnel rules.

ARTICLE 7
RETIREMENT

A. Retirement health benefits:

1. A member who retires on/after January 1, 1990, with 25 or more years of permanent full time service with the City of Ocean City shall receive health benefit coverage (medical/major medical) for the retiree and his/her family.
2. A member who retires on/after January 1, 1996 with 25 or more years of permanent full time service with the City of Ocean City shall receive prescription benefits consistent with plan documents for the retiree and his/her family.
3. A member who retires on/after January 1, 1996, with 25 or more years of permanent full time service with the City of Ocean City shall receive an eye care plan for the retiree and/or his/her family. Coverage shall be consistent with vision plan with a maximum yearly benefit of \$500 for the retiree and/or his/her family.
4. Such coverage shall not extend beyond the employee attaining the age of 65 or becoming eligible for Medicare/Medicaid, or until the death of said employee.
 - a. When a member who retires after January 1, 1992, and his/her spouse becomes eligible for Medicare/Medicaid, the City's health plan shall remain in effect as secondary provider. The City's maximum liability as

secondary provider shall be consistent and equal to the other Ocean City NJ union plans.

5. Such coverage shall be limited to retirees who are not covered by an equal or better health insurance plan through a future employer.
6. If a retiree's future employment terminates and thereby discontinues his/her health insurance, she/he must notify the City of Ocean City prior to October 1st so that they might be budgeted for and included in the next open enrollment period. In the event the plan does not permit reentry, the retiree shall not be covered.
7. It is understood and agreed that health care coverage for retirees is not retroactive and will only apply to individuals who retire after January 1, 1990, who conform to any restrictions noted above.
8. An employee who retires on/after January 1, 1997, and that employee is granted 66 2/3% Accidental Disability Retirement Benefits from the Public Employees Retirement System, all medical benefits shall be continued until the death of the employee, spouse and children to age 21.
 - a. The employee is entitled to enroll in COBRA during his/her appeal if not granted the 66 2/3% retirement. If the appeal extends beyond the 18 months of COBRA entitlement, the employee shall be eligible to continue the COBRA benefits for an additional period of 18 months, if it is not illegal, if it is approved by the City's insurance carrier, and if it does not jeopardize the integrity of the health benefit plan. If an employee is granted the 66 2/3% disability as a result of his/her

appeal, the City shall reimburse any premium(s) he/she paid under COBRA.

- b. An employee upon retirement, and at his/her own expense, shall be permitted to continue the comprehensive health benefit program (medical/major medical) for the retiree and his/her family.
- c. If a member dies while in the employ of the City of Ocean City, the City shall continue to provide in full force and effect all insurance benefits as specified in Section A, B and C of Article 13, for the member's spouse and children until each child reaches his/her 21st birthday, or in the event that there are no surviving children, or the children have already reached their 21st birthday, the surviving spouse benefits will continue for three (3) years.

ARTICLE 8

WORK WEEK AND OVERTIME

A. Hours of Work:

The normal work week shall consist of an average of 56 hours per week.

- 1. The work day shall consist of 24 consecutive duty hours.
- 2. The normal work week shall consist of 56 hours in a nine (9) week cycle.

B. Overtime

- 1. Overtime shall be defined as time worked in excess of 40 hours in a work week.

2. Overtime shall be compensated, unless otherwise provided, at the rate of time and one-half the employee's regular hourly rate of pay on the following basis:

0-15 minutes	no compensation
16-30 minutes	.5 hours compensation
31-60 minutes	1.1 hours compensation

Thereafter, all overtime will be administered in .5 hour segments.

3. For each hour over and above 40 hours per work week, up to 56 hours, the overtime rate shall be calculated by dividing a week's pay by 64, multiplied by 1.5. For each hour over and above 56 hours per work week, the overtime rate shall be calculated by dividing a week's pay by 56, multiplied by 1.5.
4. If an employee is recalled to duty, she/he shall receive a minimum of three (3) hours at time and one-half ($1 \frac{1}{2}$) of his/her regular rate of pay.
5. All employees upon being personally notified of an emergency shall report to work within 30 minutes provided she/he is able to do so; otherwise, she/he shall report as soon as possible.

ARTICLE 9

VACATIONS

A. Annual vacations shall be granted as follows:

Length of Employment	Annual Vacation Leave
0-1 year	one-half (1/2) working day per month
1-5 years	Six (6) working days per year
6-10 years	Seven (7) working days per year
11-15 years	Ten (10) working days per year
16-20 years	Twelve (12) working days per year
21 and over	Thirteen (13) working days per year

B. Two (2) vacation days per year may be requested to be used as a personal day, in accordance with the provision of Article 16, A-3.

ARTICLE 10

HOLIDAY PAY

- A. All employees shall receive holiday pay in lieu of holidays.
- B. Employees shall receive 188 hours of holiday pay at straight time.
- C. The hourly rate of holiday pay shall be computed by dividing the employee's weekly salary by 56 hours.

- D. Effective January 1, 2006 all employees covered by this agreement shall have holiday pay included as part of their bi-weekly base pay. The inclusion of holiday pay shall not be considered as part of the employees base salary for any computations other than for pension purposes and shall not be considered for overtime calculation purposes, terminal leave payments or senior officer differential payments.
- E. Twelve (12) hours of holiday pay (for a total of 200 hours) shall be added to the base pay of each member for Juneteenth if the City recognizes it as a holiday for any City employee.

ARTICLE 11

INJURY LEAVE

- A. If any employee is incapacitated and unable to work because of a job-related injury, he/she shall be entitled to injury leave with full pay during the period in which he/she is unable to perform his/her duties up to a period on one year as mutually certified by the employee's own doctor and the City's doctor. These wages are to be offset by the amount of Workers' Compensation wage payments, pursuant to Chapter XV of Title 34 of the Revised Statutes of the State of New Jersey.

ARTICLE 12

SICK LEAVE

- A. Sick leave shall continue as presently in effect, except for the following:
1. During the first year of employment only, EMT's shall be entitled to and accrue one and one-quarter (1 ¼) calendar sick days per month. Thereafter, sick leave shall be added each year as of January 1st at the rate of fifteen (15) calendar days per year per EMT and shall be accumulative. When utilized, sick leave shall be charged on a day for day basis. Sick leave can be taken by all employees in increments of one (1) hour or more.
- B. Reporting of Absence on Sick Leave
1. Employees' shall call prior to the start of their shift, in accordance with Fire Department procedures. In the event an employee is unable to notify the Fire Chief, or designee, prior to the start of their shift, a 15-minute grace period will be enacted. Extenuating circumstance shall be given fair consideration.
 - a. Failure to so notify the Fire Chief, or designee, may be cause for denial of the use of sick leave for that absence and may constitute cause or disciplinary action.
 - b. Absence without notice for five (5) consecutive days may constitute a resignation not in good standing.
- C. Verification of Sick Leave

1. In the event an employee's illness caused his/her absence from work for a period greater than three (3) consecutive work days, or totaling more than 10 work days in any one (1) calendar year, a physician's certificate secured at the employee's expense shall be required by the City. As long as the City retains the services of a City doctor, an employee may secure said physician's certificate from the City doctor.
2. The City may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. It is understood that if a member abuses his/her sick leave, the Fire Chief at his discretion may require said employee to obtain proof of illness from the City doctor. An employee, at his/her own expense, may obtain proof of illness from a physician of his/her choosing. If the employee fails to obtain the required proof of illness, the Fire Chief at his discretion may order said employee back to duty, or may designate appropriate disciplinary action.
3. The Association further acknowledges that the City, through the Fire Chief or designee, may adopt such sick leave verification policies from time to time to control sick leave abuses as it may determine necessary.
4. All unused sick leave accrued in any other department of the City shall be transferred to the Fire Department with the employee, provided that employment with the City is continuous. Any unused vacation time accrued in any other department shall be paid prior to the effective date of employment with the Fire Department. The unused sick leave transferred to the Fire Department shall be translated as it applies to the Fire Department.

ARTICLE 13

INSURANCE HEALTH AND WELFARE

- A. The City shall provide a comprehensive health benefit program including hospitalization, medical treatment, major medical coverage, surgical fees, and office visits, as follows:

100% no deductible in-network
70% no deductible out-of-network

Annual dental maximum of \$1,500

Orthodontics coverage is as follows:
Maximum lifetime benefit of \$3,000

Effective January 1, 2016, the City shall continue to provide a comprehensive base health benefit program equal to the State Health Benefit Direct 15 Plan including hospitalization, medical treatment, surgical fees, office visits, and major medical coverage as follows: 100% no deductible in-network, and 70% out-of-network. The co-payment for emergency room visits will be \$100.00 per visit.

1. It is agreed that upon reasonable request by either party, good faith discussions will occur to consider all aspects of cost containment pertaining to health benefits, including but not limited to plans, plan design, employee

contributions, or changes in statutory provisions related to health care. It is agreed that either or both parties may use and have present professionals. It is further agreed that there shall be no changes, revisions, and/or modifications to the terms of this contract unless by mutual written consent and approval by the Governing Body and the respective members of the majority representatives.

All coverages are effective for the member and his/her spouse and dependent children up to a maximum age of the end of the 26th year.

2. For all mental care (in-patient, out-patient and out-of-hospital), there is a \$15.00 co-payment out-patient; 100% coverage in-patient and 70% after deductible out-of-network benefit.

B. The City shall provide a vision care program for the member and his/her family to include prescription eyeglasses and/or contact lens. Coverage shall be for the member and his/her family with a maximum yearly benefit of \$500.

C. The City shall provide, at its cost, a prescription drug plan for the individual member and his/her family. The co-pay for active members and their families is ineligible for reimbursement through the major medical part of the health plan.

The co-pays are as follows:

Generic	\$ 3.00
Formulary Brand Name	\$10.00
Non-Formulary Brand name	\$20.00

If during the term of this contract, the drug formulary substantially changes, the City (represented by the Personnel Director) and IAEP (represented by an IAEP designee) will meet to negotiate the substantial changes.

- D. The City shall provide yearly pediatric well care visits to include immunizations for children up to 12 years of age with a 100% coverage, no deductible in-network. Health Care contributions shall be pursuant to C. 78 P.L. 2011
- E. The City shall provide a \$25,000 life insurance policy on the life of each member with the member to designate the beneficiary thereof. Upon separation from service, the member, at his/her option and cost, may convert said life insurance policy on an individual basis.
- F. The City shall provide the employee with legal aid as required by State statute.
- G. An employee, upon retirement with less than 25 years of City service, and at his/her expense, shall be permitted to continue the hospitalization, medical treatment, major medical coverage, surgical fees and office visits portion of the health benefit program.
- H. The City may, at its option, change any of the foregoing plans or carriers, as long as substantially the same benefits are provided.
- I. If a member loses his/her life in the line of duty, the City will pay up to \$6,000 for funeral expenses upon presentation of verified bills/invoices.

ARTICLE 14

DUES DEDUCTION

- A. The City agrees to deduct from the salaries of its employees subject to this Agreement dues for the Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S. 52:14-15.9 (e), as amended. Said monies together with records of any corrections shall be transmitted to the Association Treasurer within 15 working days from the payroll period ending date of each bi-weekly payroll period.
- B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the City written notice 30 days prior to the effective date of such change, and the Association shall furnish new authorizations from its members showing the authorized deduction for such employee.
- C. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the form and deliver the signed forms to the City Treasurer. The Association 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 Association

to the City, or in reliance upon the official notification on letterhead of the Association and signed by the President and Secretary of the Association advising of such changed deduction.

- D. The Association agrees that there shall be no discrimination, intimidation, restraint, coercion, harassment or pressure by it or its office, agents or member 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 Treasurer. The filing of notice of withdraw shall be effective to halt deductions as of January 1st or 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. Any permanent or provisional employee in the bargaining unit on the effective date of this agreement who does not join the Association within 30 days of initial employment within the unit and any permanent employee previously employed with the unit who does not join within 10 days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Association by automatic payroll deduction. This representation fee shall be paid in the amount not greater than 85% of the regular Association membership dues, fees and assessments as certified to the employer by the Association. The Association may revise its certification on the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees and assessments. The Association's entitlement to the representation fee shall continue beyond the termination date of the agreement as long as the

Association remains the majority representative of the employees in the unit, provided that no modification is made in the provision by a successor agreement between the Association and the employer.

- G. The Association agrees to furnish the City with a copy of its “demand and return system,” which must be established and maintained by the Association in accordance with the law.
- H. The Association 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 in making deductions and remitting the same to the Association pursuant to this Article.

ARTICLE 15

UNIFORM ALLOWANCE

- A. The City shall provide an annual uniform allowance of \$725 for the maintenance and replacement of clothing used for work, within 45 days of budget adoption. Members will be subject to a biannual clothing inspection as utilized within the Fire Department.
 - 1. Amounts shall be reported to the Internal Revenue Service based upon applicable law.
- B. All uniforms and work clothes, damaged in the line of duty, shall be replaced by the City no later than 30 days after inspection and certification by the fire Chief.

1. Uniforms that become contaminated with body fluids, in the line of duty, will be commercially laundered at the City's expense.
- C. All personal items that are damaged, lost or destroyed in the line of duty which are not covered by insurance, shall be replaced by the City within 30 days after inspection and certification by the Fire Chief. The City's liability shall not be more than \$300.00 per incident.

ARTICLE 16

TIME OFF

- A. Employees shall be granted time off without deduction from pay or time owed for the following incidents:
1. Unit members shall be granted temporary leaves without deduction from pay or accumulated sick leave for death in the immediate family or death of a close friend. The number of days needed shall be determined by the Fire Chief.
 2. Serious illness in the immediate family residing with the employee, or childbirth of the employee's spouse, with a maximum of three (3) calendar days. Serious illness shall be any instance in which such immediate family member is either hospitalized or incapacitated while at home with written medical certification.

3. Personal Time

An employee may receive one (1) personal day per calendar year to attend to his/her personal business. Requests for a personal day shall follow existing Fire Department policy.

- a. Personal time may be used for emergencies, religious holidays or personal matters.
- b. A personal day shall be granted at any time provided there is no scheduling conflict at the time of submittal. A scheduling conflict shall mean anytime the City would have to compensate someone at time and one-half to give the employee the day off. The employee must provide 48 hours' notice accepting cases of emergencies approved by the Fire Chief. Such approval shall not be unreasonable withheld.
- c. A personal day will be granted upon the recommendation of the shift commander and approval of the Fire chief and, once approved, will not be rescinded due to a scheduling conflict.
- d. Personal time is not accumulative.
- e. A personal day submittal shall be processed within seven (7) working days.

- f. A personal day may be used/requested in half or full day increments.

ARTICLE 17

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 department.
- 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 an individual, the Association at the request of and on behalf of an individual or the City.
- D. The following constitutes the sole and exclusive method for resolving grievance between the parties covered by this Agreement, and shall be followed in its entirety unless a step is waived by mutual consent:

Step One- The aggrieved shall institute action under the provisions hereof within 30 calendar days after the event (effective on contract signing) giving rise to the grievance has occurred, and an earnest effort shall be made to settle the difference between the aggrieved employee and his/her immediate supervisor for

the purpose of resolving the matter informally. Failure to act within the said 30 calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two- If no agreement can be reached orally within five (5) calendar days of the initial discussion with the supervisor, the employee may present the grievance in writing within five (5) calendar days to the Fire Chief or his designated representative. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of the contract violated and the remedy requested by the grievant. The Fire Chief or his designated representative will answer the grievance in writing within 10 calendar days of receipt of the written grievance.

Step Three- If the Association wishes to appeal the decision of the Fire Chief, such appeal shall be presented in writing to the Business Administrator within 10 calendar days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Administrator's designated representative agrees to meet with the grievance committee upon request to resolve such grievance. The Administrator's designated representative shall respond in writing to the grievance, within 20 calendar days after such meeting. If no such hearing is held, the Administrator's designated representative's response shall be in writing, within 30 calendar days after the date of submission.

Step Four- If the grievance is not settled through Steps 1, 2, and 3, the Association or the City shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the New Jersey PERC. The cost of the services of the arbitrator shall be borne equally by the City and the Association..

Any other expenses, including but not limited to the presentation of witness, shall be paid by the party incurring same.

- E.
 - 1. The parties direct the arbitrator to decide, as a preliminary question, whether the arbitrator has jurisdiction to hear and decide the matter in dispute.
 - 2. The arbitrator shall be bound by the provisions of this Agreement and Constitution and Laws of the State of New Jersey, and shall be restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.
- F. The designated Association representative shall be permitted as members of the grievance committee to confer with employees and the City on specific grievance in accordance with the grievance procedures set forth herein during work hours of employees, without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the designated representative's decision or require the recall of off-duty employees, and further provided that permission is granted in advance by the Fire Chief, or his designee.
- G. The time limit expressed herein shall be strictly adhere 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 therefore, 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.

- H. In the event the aggrieved elects to pursue remedies available through the Department of Personnel, the grievance shall be cancelled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least 30 calendar days after the decision rendered by the Administration's designated representative on the grievance. In the event the grievant pursues his/her remedies through the Department of Personnel, the arbitration hearing, if any, shall be cancelled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Association.

ARTICLE 18

DISCIPLINE AND EVALUATION PROCEDURES

- A. Employees shall be evaluated by their supervisors or other designee at least once each year, which is followed by a written evaluation report and by a conference between the employee and the evaluator for the purpose of identifying strengths and weaknesses.
- B. An employee shall be given a copy of the evaluations report prepared by the evaluator at least 24 hours before any conference to discuss it. The employee

shall sign the evaluation report and date it when it is presented to him/her. Said signature shall merely indicate that the employee has received a copy of this report.

- C. An employee shall have the right to review the contents of his/her personnel file.
- D. No material derogatory to an employee's conduct, service, character or personality shall be place in his/her personnel file unless the employee has received a copy of it, which shall be indicated by the employees signature on the document in the file folder of the employee. In the event the employee refuses to affix his/her signature to the document, the City shall have the right to note such refusal and place the document in the file.
- E. An employee may have a representative of the Association present in any meeting where the matter could adversely affect continued employment, withholding of increment, or disciplinary action.
- F. All disciplinary action, including suspension, taken against any employees shall be done in accordance with New Jersey Department of Personnel Rules and Regulations.

ARTICLE 19

WAGES

- A.
 - 1. Effective January 1, 2023 the base salaries shall be increased by 3%
 - 2. Effective January 1, 2024 the base salaries shall be increased by 3%

3. Effective January 1, 2025 the base salaries shall be increased by 3%
 4. Effective January 1, 2026 the base salaries shall be increased by 3%
 5. Effective January 1, 2027 the base salaries shall be increased by 3%
- B. Salaries for fifty-six (56) hour employees hired prior to August 1, 2012 shall be:
- | | |
|-----------------------------------|---------------|
| Base salary EMT for 2022 | \$ 100,121.00 |
| Base salary of Chief EMT for 2022 | \$ 123,567.00 |
- C. The 16 hours, from 40 to 56 hours in a workweek, at time and one-half is computed as time worked, independent of absence time, to arrive at the annual salary.

ARTICLE 20

EDUCATION AND TRAINING

- A. The City shall pay for tuition and books for all courses required by N.J.D.O.H. for EMT recertification and for MICP. Recertification, or for other courses that are determined to be "job essential" by the Fire Chief.
- B. The courses shall be authorized in advance by the Fire Chief, and the employee shall be compensated for the pre-approved costs after successful completion of the course(s).
- C. An emergency medical technician, who is or becomes certified as an FF1, shall receive a stipend of \$1,816 in 2023 and 3% each year in 2024 through 2027.

- D. An emergency medical technician, who is or becomes certified as an MICP, shall receive a stipend of \$1,816 in 2023 and 3% each year in 2024 through 2027.
- E. An emergency medical technician, who is or becomes certified as an EMT instructor, shall receive a stipend of \$1,816 in 2023 and 3% each year in 2024 through 2027.
- F. The FF1, MICP and EMT-Instructor stipends are in addition to regular salary, overtime and longevity if applicable and payable in the bi-weekly paychecks as though it were added to base pay prior to calculating longevity. Members shall be eligible for the stipend each year the member participates within duties and remains certified.

ARTICLE 21

MUTUAL COOPERATION PLEDGE

- A. The Union hereby agrees that during the term of this Agreement it will not authorize a strike or illegal job action against the City.
- B. 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 under the law.

ARTICLE 22

SEVERABILITY AND SAVINOS

If any provisions of this Agreement or any applications of this Agreement to any employee or group of employees is held invalid by operation of law, or by a Court or other tribunal of 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 23

COMMENDATION

The City recognizes the duties performed by the members within the Fire Department.

The Fire Chief may recommend to the Mayor to recognize extraordinary acts through an appropriate award

ARTICLE 24

FULLY BARGAINED CLAUSE

This agreement represents complete and final understanding of settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. To determine 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 25

DURATION

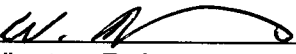
- A. This Agreement shall be in full force and effect as of January 1, 2023 and shall remain in effect to and including December 31, 2027 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than 150 days, no later than 120 days prior to the expiration of this Agreement, or a desire to change, modify or terminate this Agreement.
- B. During the term of this Agreement, the issue of the status of this bargaining unit, when there is only one remaining member, will be addressed.

C. IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at
the City of Ocean City on this _____ day of June, 2023.

FOR THE ASSOCIATION



Carl Brown, Union President



Winston Roberts

FOR THE CITY



George J. Savastano
Business Administrator

MEMORANDUM OF UNDERSTANDING

The following sidebar provisions are deemed to be in the best interest of the parties and shall remain in effect as part of the original contract.

Terminal Leave Sidebar Agreement

Association members Carl Brown and Winston Roberts selected the option of the following Terminal Leave payment formula in lieu of the matching deferred compensation provision:

- 1. If a member retires without using all of his/her sick leave, she/he shall be compensated for the remaining days using the following criteria:

Days Needed	Compensation
150	\$17,000
151	\$ 100 per day

However, if a member retires with fewer than 150 sick days, they will be paid at the rate of \$ 100/day for those remaining sick days.

- 2. If a member dies prior to retirement, the member would have been eligible to retire, his/her estate is entitled to a Terminal Leave payment upon providing undisputed legal right to inherit, and subject to the limitations above.

Vacation Sidebar Agreement

Annual vacations for members hired before January 1, 1998 are as follows:

From the beginning of the 16th year until the end of the 20th year – 15 working days

From the beginning of the 21st year until the date of retirement - 17 working days

Longevity Sidebar Agreement

Carl Brown and Winston Roberts shall receive longevity pay, which shall

be computed in the following manner:

7-9 years of service	2%
10-14 years of service	5%
15-19 years of service	8%
20-23 years of service	10%
24+ years of service	12%

Members hired from January 1st through June 30th shall receive their longevity retroactive to January 1st of the year hired. Members hired from July 1st through December 31st shall receive their longevity retroactive to July 1st of the year hired payable on the first payday in July. The Associations will provide a list of eligibles to the Payroll Division for verification by November of each year for the succeeding year.

Accrued Holiday and Compensatory Time Sidebar Agreement

The following amounts are owed and payable upon retirement or termination:

Carl Brown 6.58 hours

Winston Roberts 86.58 hours

Education/Training Sidebar (IAFF) – Attached hereto

FOR THE ASSOCIATION:



Carl Brown, Union President

FOR THE CITY



George Savastano
Business Administrator

ADDENDUM "A"

LIGHT DUTY

Transitional Duty

1. Purposes

The purpose of this addendum is to codify the department's guidelines for transitional duty and procedures for providing transitional duty to eligible Emergency Medical Technicians (EMT) or Chief Emergency Medical Technician (Chief EMT) of this department for work incurred injuries and non-work incurred injuries and illnesses only.

2. Policy

The City will endeavor to bring employees with temporary work incurred disabilities back on the job as soon as possible and may assign transitional duty to employees who temporarily cannot perform the essential functions of their positions.

3. Duration

- a. Transitional duty is not guaranteed and will not exceed one calendar year unless there is an intervening event in which case the duty may go beyond a year.
- b. Transitional duty may be implemented as soon as the temporarily disabled employee is able to return to work with restrictions. Transitional duty will only be assigned if the employee will likely be able to fully perform the essential functions of the position of EMT or Chief EMT after the transitional duty period. The fire chief will decide if it is in the best interest of the department to approve a transitional duty request and will notify the employee of the decision. The department reserves the right to terminate the transitional duty assignment at any time. The Union will have the right to contest the decision to deny a light duty assignment if the employee is qualified to perform the duties.

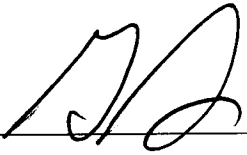
4. Assignment

- a. Decisions on the assignment of transitional duty shall be made based on the availability of appropriate assignments given the EMT or Chief EMT's knowledge, skills, and abilities; availability of transitional duty assignments; and the medical limitations imposed on the EMT or Chief EMT by a duty authorized physician.
- b. Every effort shall be made to assign EMT or Chief EMT to transitional duties consistent with their rank and pay classification. However, where it is deemed appropriate, personnel may be assigned to transitional duties designated for personnel of lower rank or pay classification. Nothing contained herein shall affect the Civil Service rights of an EMT/Chief EMT assigned to transitional duties. Personnel thus assigned shall:
 - i. Retain the privileges of their rank but shall answer to the supervisory officer of the unit to which they are assigned with regard to work responsibilities and performance; and
 - ii. Retain the pay classification and related benefits of the position held prior to their assignment of transitional duty.
- c. Effort will be made to keep an EMT or Chief EMT on the same shift and same work days while working a transitional duty assignment. However, if the available assignments can only be completed during a different shift or on other work days, the EMT or Chief EMT hours of work and days of work will be adjusted accordingly to 8 or 12 hours days.
- d. Employees may not refuse transitional duty assignments that are recommended and approved by the Worker's Compensation Physician or the Department's consulting physician. In such case, failure to report to work as directed shall constitute immediate grounds for disciplinary action up to and including dismissal.
- e. Priority is to be given to employees with limited duty assignments for a work incurred injury. If, for example there are two light duty assignments and one is being fulfilled by an employee with at work incurred injury and one for a non-work incurred injury, if another employee becomes eligible for limited duty and has a work incurred injury, he will be eligible to bump the non-work incurred injury employee out of the limited duty assignment. It is specifically understood by the parties that work incurred injury light duty assignments will be made by the employer but non-work incurred injury and illness duty assignments are at the discretion of the employee. The purpose of this policy is to assign work related to department services.

5. Medical Verification
 - a. If an employee believes that the transitional duty assignment is beyond the employee's medical abilities, the employee may request a meeting with the fire chief who will render a written response after consulting with the departments consulting physicians. In determining whether the employee is able to return to work on a transitional duty status, the department's consulting physician will consider any report provided by the employees treating physician. The final decision as to ability to return to work, however will be made by the departments consulting physician.
 - b. If transitional duty is approved, the employee's treating physician and/or the Worker's Compensation Physician must keep the fire chief informed on the medical progress (Employees assigned to transitional duty will be allotted time off to attend medical or physical therapy appointments but must request leave time for any other reason).
6. Benefits During Transitional Duty
 - a. Employees on transitional duty will receive their regular salaries and are prohibited from engaging in any outside employment of any kind unless they receive prior written approval from the fire chief whose decision will not be arbitrary and capricious.
7. Return to Full Duty
 - a. It is expected that at the end of the transitional duty period or the expiration of one year, the employee will return to full duty. If at the end of transitional duty period, or one year, the employee is not able to return to work without restrictions, the fire chief will meet with the employee to discuss options available. Depending on the medical prognosis for the employee's return to full duty, the fire chief reserves the right to extend the transitional duty, or take other appropriate actions based on the employee's status and medical prognosis for return to full duty.
8. Other Rights Unaffected
 - a. This policy does not affect an employee's rights under the Americans with Disabilities Act, the Family and Medical Leave Act, the Fair Labor Standards Act, or other federal or state law or under contract except as limited by this policy.

9. Leaves During Transitional Duty

- a. Any time taken while on transitional duty will be charged accordingly (i.e. vacation leave, personal leave, etc) as day for day.



George Savastano, Business Administrator



Carl Brown, Union President

6-28-23

Date

ADDENDUM "B"

6.24 DONATED LEAVE POLICY

Purpose: To provide a mechanism for permanent full-time City employees to voluntarily donate a portion of their earned sick time to other permanent City employees who have exhausted their own earned sick and vacation time, and who are suffering from a non-occupational, catastrophic health condition or injury which necessitates the employee's prolonged absence from work.

Policy: **The following detailed specifications comprise the City of Ocean City's Donated Leave Policy, which is in compliance with NJSA 4A:6-1.22.**

Eligibility:

Recipient

A permanent full-time City employee shall be eligible to receive donated sick time from other permanent City employees if the requesting employee meets all of the following criteria:

1. Must be suffering from a non-occupational catastrophic health condition or injury, or the employee is required to provide care for a member of their immediate family who is suffering from a catastrophic health condition or injury, either of which necessitates the employee's prolonged absence from work and for which the employee has no availability of paid leave.

Catastrophic health condition or injury is defined as follows:

With respect to an employee, a catastrophic health condition or injury is a life-threatening condition or a combination of conditions, or a period of disability required by his or her mental or physical health, or the health of the employee's fetus, and requiring the care of a physician who provides medical verification of the need for the employee's prolonged absence from work, which is a minimum of 30 sick days.

With respect to an employee's immediate family member, a catastrophic health condition or injury is a life-threatening condition, or a combination of conditions, or a period of disability required by the family member's mental or physical health, and requiring the care of a physician who provides medical verification of the need for the family member's care by the employee for a prolonged period of time.

DONATED LEAVE POLICY (continued)

2. Must produce acceptable medical verification from a physician or other health care provider. The medical verification must indicate the nature, severity, and the anticipated duration of the disability resulting from the catastrophic health condition or injury.
3. Must have completed a minimum of one year of continuous City employment.
4. Must have exhausted all accrued paid leave time, including compensatory, personal, sick and vacation.
5. Must receive a minimum of five (5) donated leave days from one or more donors in order to participate in the program.
6. In the two-year period preceding the employee's need for the donated leave, the recipient has not been disciplined for chronic or excessive absenteeism, chronic or excessive lateness, or abuse of sick leave.
7. Must use a minimum of 20 days of their own sick time, paid or unpaid, before the donated sick time can become effective.

Donor

In order to be eligible to donate sick time to another employee, the donor must meet the following:

1. Only whole sick days may be donated.
2. Donor must have remaining a minimum of 20 days of accrued sick leave, after the donation is made.
3. Must not have solicited or accepted anything of value for the donation.

Procedure:

1. Any permanent employee who meets the criteria may request participation in this program. The employee should contact the Director of Human Resources at extension 9363, Third Floor of City Hall. A supervisor, a manager or a department head may also initiate this process on behalf of the employee.
2. Once a request is submitted, Human Resources will require medical documentation concerning the nature, the severity and the anticipated duration of the medical condition necessitating the prolonged absence from work.
3. Once a recipient is approved for the program, a representative from the HR Division will, with the consent of the recipient, post on employee bulletin boards, inter-City electronic mail, and any other appropriate means of communication, the name of the recipient. If the employee is unable to consent, a family member may consent on behalf of the employee. The HR Division will also provide notice to all of the union presidents who have accepted this policy through collective bargaining.
4. Eligible permanent employees may donate only whole sick days, up to a maximum of 10 days to any one recipient.
5. The donor and the recipient (or a family member, if the recipient is unable to do so) must complete the required forms.
6. City employees are prohibited from intimidating, threatening or coercing, or attempting to threaten or coerce another employee for the purpose of interfering with rights involving donating, receiving, or using donated leave time. Such prohibited acts shall include, but not be limited to, promising to confer or conferring a benefit (such as an appointment, promotion or compensation), making a threat to engage in, or engaging in an act of retaliation against an employee. Any employee, who engages in such prohibited conduct, shall be subject to disciplinary action.
7. The donor's sick time will be reduced by the number of days being donated. Once the sick time has been donated, it may not be revoked by the donor.

8. The recipient's sick time will be credited with the donated sick time indicating the identity of the donor. The recipient may receive days from more than one donor, up to a maximum of 180 total donated days from all sources. Records will be maintained in the HR and the Payroll Division Offices, indicating the donor's name and the number of sick days donated.
9. Should the recipient return to work, or otherwise terminate the leave with donated sick time remaining, that time will be returned to the donor(s) on a prorated basis in whole days. If less than one whole day is remaining to be returned to a donor, that fraction of a day will not be returned.
10. Should the recipient return to work on a part-time basis, the recipient will be eligible to continue to utilize donated leave in half-day segments.
11. While using donated sick time, the recipient will continue to accrue sick time and shall be entitled to retain such accrued time upon return to work.
12. Upon retirement, the recipient shall not be granted supplemental compensation on retirement for any unused sick days which were received through the donated leave program.
13. If a leave donor is not in the same department as the leave recipient, appropriate arrangements will be made by the HR Division to verify donor eligibility and to adjust the leave records.

The Director of Human Resources has been designated as the administrator of this program, and any questions regarding it should be directed to the HR Division.

City of Ocean City

Donated Leave Program

Request To Participate

(Must be completed by the requesting employee or a family member.)

Employee's Name: _____

Department/Division: _____

Requested by: _____

Note: Medical documentation concerning the nature, the severity, and the anticipated duration of the leave must be attached. Medical documentation will be kept confidential and will be maintained in the employee's individual medical file located in the HR Office.

Please check one:

_____ I consent to the posting of my name and department on City employee bulletin boards.

_____ I do not consent to the posting of my name and department on City employee bulletin boards.

Employee or Family Member Signature

To Be Posted on All City Employee Bulletin Boards

To: All City Employees

From: Joann Cioeta, Director
Human Resources

RE: **Donated Leave Program**

The following employee has applied for participation in the City's Donated Leave Program and has met the eligibility requirements.

Employee Name

Department

Any City employee who wishes to donate sick days to the employee may do so by completing the attached "Donor Transfer Form" and by returning it to the Human Resources Division

**City of Ocean City
Donated Leave Program**

Donor Transfer Form

This is authorization to the Human Resources Division to transfer sick time as indicated below to be used by the City of Ocean City as the Recipient's personal sick time.

Donor Section

To be completed by the employee who is donating the sick time.

I wish to donate _____ sick days to the following City employee, and I certify that this will not reduce my sick leave balance below 20 days.

Recipient's Name: _____

Recipient's Department/Division: _____

Donor's Name: _____

Donor's Department/Division: _____

Donor's Signature: _____

Certification Section

To be completed by the recipient (or the recipient's family member).

I certify that I have not solicited anything of value for the donation of paid sick and/or vacation time.

Recipient's Name: _____

Recipient's Signature: _____ **Date:** _____

Recipient's Department/Division: _____

This completed form must be returned to the City's HR Division in City Hall.

Human Resources Division Disposition

_____ Your request to transfer the above sick day(s) is approved.

_____ Your request to transfer the above sick day(s) is not approved for the following reason:

ADDENDUM "C"
SIDEBAR AGREEMENT FOR STAFF EMT POSITION

WORK WEEK

The work week will consist of 42.5 hours worked per week. The schedule will be set between the administrative staff member and the Chief of the Department or his designee. The member will work within a timeframe between 0600-1800 hours. The typical workday would be on a Monday through Friday schedule. However, the chief may accommodate weekend hours if requested. The member's schedule can be worked outside of these hours with advance notice.

OVERTIME

Overtime will be compensated per the current contract. The administrative member will be include in all overtime opportunities with members on the ambulance, not to be limited to ems/fire recalls and special assignments. They will be contacted for all staffing shortages when their turn occurs. If able to work the overtime, providing that there is no prior work conflict; they will be compensated for all hours worked above their normal work week.

VACATION

Annual Vacations shall be granted as follows:

From Date of hire to the end of the first year – one working day per month

Second (2nd) through fifth (5th) year – 12 working days

Sixth (6th) through tenth (10th) year - 18 working days

Eleventh (11th) through fifteenth (15th) year - 22 working days

Sixteenth (16th) through twentieth (20th) year – 27 working days

Twenty first (21st) year to date of retirement – 30 working days

HOLIDAY PAY

As per current contract. Administrative officers are not required to work on City of Ocean City elected holidays.

SICK LEAVE

As per current contract.

WAGES

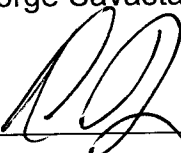
As per current contract.

TERMINAL LEAVE

As per current contract.



George Savastano, Business Administrator



Carl Brown, Union President

6-26-23

Date

Side Bar Agreement

This Side Bar Agreement is entered into between the City of Ocean City ("City" or "Employer") and Ocean City Firefighters Association, IAFF Local 4032 ("IAFF").

WHEREAS, the City and the IAFF are parties to a collective negotiations agreement covering from the date of signing through December 31, 2022 ("CNA");

WHEREAS, the City and IAFF desire to continue and amend an Education/Training Compensatory Time Program ("Program");

WHEREAS, compensatory time (comp time) is an arrangement by which eligible employees are entitled to time off in lieu of overtime pay.

WHEREAS, use of non-FLSA Comp time is granted on the condition that the City shall incur no additional overtime at the time of the request.

WHEREAS, this Side Bar Agreement is in accordance with Article XXIX of the parties' CNA and is intended to address the accrual of overtime in order to allow for additional training, classes, seminars, meetings and other extra activities deemed appropriate by the Chief or his designee for the betterment of the employer and employee ("Education Comp time");

NOW, THEREFORE, the parties agree as follows:

1. Requests for time off to attend training, classes, seminars and meetings and other extra activities as defined herein shall not be arbitrarily denied. Except as set forth below, staffing shortages caused by the use of Education Comp time or attendance for education/training shall be filled on an overtime basis with regular comp time. All other terms set forth in Articles VIII and IX of the parties' CNA shall remain in full force and effect.
2. Each member of the IAFF is entitled to earn up to 32 straight hours of discretionary comp time annually (Bank). The number of accrued hours will be straight time worked then multiplied by 1.5. These hours are accrued based on training or education related to the Fire and EMS profession. This is not meant to limit the hours an IAFF member can accrue annually, only to allow the member to receive comp time accrual for training or education that best suits their needs. Additional accrual above the discretionary Bank limit may be earned as set forth below.
3. Requests for Educational Comp Time accrual to attend training, classes, seminars, and other extra activities as defined herein shall not be arbitrarily denied. As long as the employee has not exceeded the discretionary limit as set forth above, the employee will receive comp time accrual for the hours of training once the class/training is completed in its entirety. If the class is not completed in full, it will be the discretion of the Administration if partial accrual will be awarded.
4. Employees may attend training and schools as required to maintain their current certifications. All approved training, classes, seminars, as stated in the aforementioned must be approved by the Fire Chief or his designee to allow attendance. All training pertaining to the employee's career (Fire Science, Emergency Medical training EMT & Paramedic, firefighter and fire officer development) shall not be arbitrarily denied. No member is eligible for comp time accrual for college courses (both in class as well as correspondence courses) and basic training courses (Firefighter 1 and initial EMT certification

courses). Any member required to take a class on their scheduled day off by the Fire Chief will be compensated in the traditional monetary manner for the time of said class.

5. Comp time will be earned at a rate of 1.5 hours for each earned hour. Credit for Comp time may include travel to and from and preparation (set-up) time, as needed, if approved by the Fire Chief.

6. Use of Education Comp time may be prescheduled in increments of 8, 12 and 24 hours no later than 60 calendar days in advance. Prescheduled Education Comp time requests shall follow the guidelines set forth in Article XVII of the CNA for scheduling of personal days. Prescheduled comp time shall be scheduled in the following manner: 0800-1600, 1200-2000, 0800-2000, 2000-0800, 0000-0800, 0800-0800. The employer must respond within 10 calendar days of the submittal of the request. If manpower allows, the employee may use comp time on his/ her current duty day with approval from the Shift Deputy Chief. An example of the aforementioned is, Firefighter A comes into work at 0800 and staffing is above minimum. Firefighter A may use up to 24 hours of comp time with approval of the Shift Deputy Chief, so long as the employer does not incur overtime (at the time of the request) as a result of the use of comp time. Approvals shall not be unreasonably withheld.

7. Comp time will not be paid out at the end of the year but rather will be paid out at retirement if not used. At that time, the employee will be paid at the FLSA rate of pay of the last pay period. Accrued comp time shall not exceed 480 hours.

8. Comp Time Bank will run from January through December of each year starting with 32 hours. Members will have that year to attend classes and convert the Bank hours into Accrued Comp Time hours. At the end of the calendar year, remaining bank hours earned under this agreement will not carry over into the succeeding year. The New Year will again start with a Comp Time Bank of 32 hours.

9. Staffing shortages resulting from sick leave, family sick leave, funeral leave and injury leave will be filled in the traditional overtime method. If a staffing shortage is caused due to the prescheduled comp time, traditional overtime methods shall be employed until the comp time employee returns to duty. In the case of Special details (ex: fireworks, football games) the member has the right to choose between comp time or traditional overtime payment. Fire and EMS recalls will still be compensated in the traditional monetary manner.

10. If a member is needed to backfill a staffing shortage for pre-approved Education time off, the members will be notified via a universal mass messaging system on a first come first serve basis requesting rank for rank. Members accepting the backfill position do so with the understanding that he/she will be earning comp time. If the opening goes unfilled within 24 hours, requesting members

may seek to fill the opening on their own. If no coverage is obtained, the member will not be permitted to attend the training/class.

11. For additional flexibility members may utilize their Accrued Comp Time hours to pay another member for coverage when their bank hours have depreciated. I.E. Firefighter Jones wants to take a class on duty. He has exhausted his bank for the year, but asks to be allowed to attend if coverage permits. The day of the class we are at minimum staffing levels. This would prevent Firefighter Jones from attending without a work exchange. However, it is now being granted that if Fire Fighter Jones has enough Accrued hours, he may utilize those hours to compensate another member for covering his duty. (This is only to be used for attendance of educational classes and must be approved by the shift Deputy Chief).

12. The parties agree that implementation of this Education/Training Compensatory Time Program shall be on a trial basis from the date of endorsement through December 31, 2022 CNA. The Program shall automatically continue beyond the CNA's expiration unless and until either party seeks in writing to modify or eliminate the Program. In such case, the Program shall be suspended at that time. However, if both parties agree, the Comp Time Policy will remain effective through negotiations. Members who have a bank of time earned under this agreement shall continue to be allowed to use pursuant to the terms herein even if the Program is terminated.

CITY OF OCEAN CITY

ATTEST:

By: Melissa Rayner

By: George Savastano
George Savastano, ADMINISTRATOR

DATE: 6-22-23

OCEAN CITY FIREFIGHTERS ASSOCIATION, IAFF LOCAL

4032

ATTEST:

By: Melissa Rayner

By: Robert Bender
Robert Bender, PRESIDENT

DATE: 10/27/2020