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# **AGREEMENT**

BETWEEN

**THE CITY OF SUMMIT**

AND

**FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION**

**LOCAL NO. 54**

**Effective January 1, 2013 through December 31, 2016**

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## **PREAMBLE**

This Agreement, effective the first day of January, 2013 by and between the CITY OF SUMMIT, NEW JERSEY, hereinafter referred to as the "City" and LOCAL NO. 54 FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, hereinafter referred to as the "F.M.B.A.", is designed to maintain and promote a harmonious relationship between the parties.

## **ARTICLE I RECOGNITION**

### **Section 1:**

The City hereby recognizes the F.M.B.A. as the sole and exclusive negotiating agent for firefighters, lieutenants and battalion chiefs in the paid division in the Fire Department, excluding the fire chief, director, deputy fire chief, dispatchers, and all other city employees, for the purpose of collective negotiations with respect to all negotiable items of employment.

The City of Summit and the F.M.B.A. Local 54 of the City of Summit hereby stipulate and agree that said F.M.B.A. is the recognized employee representative of the firefighters, lieutenants and battalion chiefs of the City of Summit.

### **Section 2:**

The term employees, as used herein, shall be defined to include the plural as well as singular and to also include females as well as males and to include all employees covered by this agreement and to exclude all employees not covered by this agreement.

The term "fire chief" and "fire director" shall be interchangeable.

## **ARTICLE II GRIEVANCE PROCEDURE**

### **Section 1: Purpose**

(1) The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problem(s) which may arise affecting the terms and conditions of the agreement.

(2) Nothing contained herein shall be construed as limiting the right of any employee(s) having a grievance to discuss the matter informally with their supervisor and other levels of supervision up to and including the fire chief and having the grievance adjusted without involving the formal grievance procedure provided for in this article.

### **Section 2: General**

(1) The term "grievance" as used herein is a claim that the city has violated an express provision of this agreement, and does not include any disciplinary matters or any matter reserved solely to the rights of management.

(2) Any grievance not responded to by the employer within the time limits of a particular step may be immediately presented for handling at the next succeeding step. A grievance not appealed by the employee or F.M.B.A. within ten days from the date it was or should have been answered, shall be considered waived and finally settled. Days referred to in the steps for handling grievances mean that Saturdays, Sundays, and holidays shall not be counted in determining the number of days in any interval mentioned in this article, only weekdays.

(3) Time spent by the aggrieved employee and the member of the F.M.B.A. Grievance Committee in meeting with the deputy fire chief or the fire chief shall be regarded as time worked by the aggrieved employee and the F.M.B.A. Grievance Committee member if, but only if, said meeting occurs during hours in which they would otherwise have been scheduled to work. The deputy chief and the fire chief are free to schedule said meetings at any reasonable time, including when either or both of the individuals are not scheduled to work.

(4) Not more than one F.M.B.A. representative and the aggrieved employee shall be granted leave from duty with full pay for all meetings between the city and the F.M.B.A. for the purpose of processing grievances at Steps 2, 3 and 4 when such meetings take place at any time during which such member is scheduled to be on duty.

(5) The F.M.B.A. shall pay the costs of any employee or witnesses other than the parties stipulated above.

(6) (a) Nothing contained herein shall prohibit the informal settlement of a grievance at any stage.

(b) The time limits specified in the grievance procedure shall be construed as maximum. However, these may be extended upon written mutual agreement.

(c) Unless extended by mutual agreement in writing, the failure to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last city answer.

### **Section 3: Steps of the Grievance Procedure**

#### **Step 1**

Any grievant(s) with a grievance shall, within ten (10) days of the time of the occurrence of the event being grieved, informally discuss the matter with the deputy fire chief or his designee. The deputy chief shall make an earnest effort to reach a satisfactory settlement with the grievant(s) within five (5) days of the first discussion of the matter with him. A failure to respond, or in the event of an unsatisfactory resolution of the matter, shall permit the grievant(s) to appeal the matter to Step 2 within ten (10) days of the first discussion with the deputy chief.

#### **Step 2**

The grievant shall submit the grievance in writing citing the article, paragraph and page of the contract believed in violation to the fire chief or his designee. The fire chief shall make an earnest effort to reach a satisfactory settlement with the grievant(s). In any event the fire chief shall respond in writing to the grievant(s) within ten (10) days of the receipt of the grievance or a failure to respond within the time period provided shall be deemed a denial of the grievance.

#### **Step 3**

In the event that the grievance is not resolved at Step 2, then the written grievance together with any pertinent written materials previously presented shall within ten (10) days of the Step 2 decision be filed with the city administrator or his designee. The city administrator shall make an earnest effort to resolve the grievance and in any event shall respond in writing to the grievant(s) within ten (10) days of the receipt of the grievance. A failure to respond within the time period provided shall be deemed a denial of the grievance.

#### **Step 4**

If the grievance is not settled through the preceding steps, either party may refer the matter in writing to the Public Employment Relations Commission within ten (10) days after the determination of Step 3 proceedings. The arbitrator shall be selected in accordance with the rules of said commission and the expense of the arbitrator shall be borne equally by the parties hereto, provided however, that such party shall bear their own expenses for producing witnesses, testimony or evidence for their presentation.

**Section 4: Arbitrator**

(1) The arbitrator shall not have the authority nor shall he consider it his function to include in the decision any issue not submitted to him in writing or to so interpret or apply the agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction.

(2) The arbitrator shall have no authority to substitute his judgment for that of the management of the city or fire department nor shall he have authority to usurp, subtract from, modify or exercise any management right of the city or the fire department.

(3) The decision of the arbitrator shall be binding on both parties.

**ARTICLE III RETENTION OF WORKING CONDITIONS**

Any working conditions existing prior to the date of this agreement, which were established in written document issued by duly authorized city agencies or officials and which are not specifically provided for or abridged in this agreement, shall continue.

**ARTICLE IV NO STRIKE**

**Section 1:**

The F.M.B.A. and its members covenants and agrees neither the F.M.B.A. nor any person acting on its behalf will cause, authorize or support, nor will any of its members take part in any strike, work stoppage, job action or slow down of any kind.

**Section 2:**

The term "strike" as used herein means the failure, individually or with others to report for duty, any concerted absence from position, any concerted stoppage of work, any concerted slow-down, sit-down, sick-out, refusal to work, work interruption, work stoppage, call-in failure in whole or in part to carry out the full, faithful and proper performance of the duties of employment. The term "strike" as used herein also means in any manner interfering with the operation of the fire department of the city for the purpose of inducing, influencing or coercing the recognition of any employee organization or a change in the conditions or compensations or the rights, privileges, or obligations of employment or in sympathy with others for any purpose.

**Section 3:**

Any employee who participates in any action prohibited by this article may be discharged, suspended, demoted or otherwise disciplined at the option of the city.

**ARTICLE V NON-DISCRIMINATION**

There shall be no discrimination, interference, restraint, or coercion by the city or any of its representatives against any of the employees covered under this agreement because of their membership or non-membership in the F.M.B.A. or because of any lawful activities by such employees on behalf of the F.M.B.A. The F.M.B.A., its members and agents shall not discriminate against, interfere with, restrain or coerce any employees covered under this agreement who are not members of the F.M.B.A.

**ARTICLE VI F.M.B.A. ASSOCIATION REPRESENTATIVES**

**Section 1:**

The F.M.B.A. shall furnish to the city in writing the names of its elected officers, Grievance and Negotiating Committee members. Any changes thereto shall also be furnished in writing.

**Section 2:**

The Negotiating Committee shall not exceed three members, one of whom shall be a lieutenant or battalion chief. They shall be released when on duty to attend scheduled meetings with representatives of the city without loss of pay and provided said meetings shall not require the recall of off-duty employees to replace them during negotiation meeting(s). The Grievance Committee shall not exceed three members. Both committees shall be released as set forth in the grievance procedure, but shall be subject to immediate call to duty for a fire and/or emergency call(s).

**Section 3:**

The city agrees to grant the necessary time-off to the authorized delegates to attend the annual State F.M.B.A. Convention in accordance with the provisions of NJSA 11:26C-4. The F.M.B.A. shall submit the convention dates and the names of said delegates to the fire chief at least forty-five (45) days prior to the convention and further agrees to the transfer of members from platoon to platoon during the absence of the delegates as dictated by the need of the city. At the request of the fire chief or his designee, each delegate shall furnish the fire chief with a certificate of attendance, attesting to the dates he attended the state convention. Under normal working circumstances, the director will notify the individuals who will be transferred in accordance with this provision, thirty (30) days in advance.

**Section 4:**

The executive delegate of the F.M.B.A. shall be granted leave from duty with full pay for the regular monthly meeting of the State F.M.B.A. when such meetings take place at a time when the delegate is regularly scheduled to be on duty, provided that in the opinion of the fire chief the absence will not require the recall of off-duty firefighters.

**ARTICLE VII HOURS OF WORK, OVERTIME, RECALL AND DEPARTMENTAL MEETINGS**

**Section 1: Hours of Work**

The work period for employees shall not exceed an average per week of forty-two (42) hours based on a schedule of eight consecutive weeks.

Effective January 1, 2011, the parties agree to implement a new work schedule that will not exceed forty-two (42) hours per week on average in any eight (8) week cycle. This work schedule shall consist of a twenty-four (24) hour tour of duty followed by seventy-two (72) hours off.

For the application of vacation, sick leave, personal days and bereavement and administrative leaves, one 24-hour shift is equivalent to one 10-hour day shift and one 14-hour night shift.

**Section 2: Overtime**

(1) Employees who are held beyond the change of shifts because they are on a call shall be paid at their discretion either overtime at 1 1/2 times their base salary or compensatory time according to the following schedule and they shall not be eligible to receive recall pay. In construing pay for this section, payments shall be made on the following basis:

- (a) Zero through thirty (30) minutes = thirty (30) minutes pay
- (b) Thirty-one (31) through sixty (60) minutes = one hour's pay
- (c) Thereafter, overtime shall be paid in thirty-(30) minute segments for all time authorized.

(2) If any member is held over or called to duty in a non-general alarm circumstance, such as a snow emergency, manpower shortage, etc., payment shall, at their discretion be either in pay or compensatory time off at 1-1/2 hours for each hour worked. The compensatory time may be used at a time when approved by the fire chief or his designee consistent with department requirements. Members may accumulate up to 96 hours of compensatory time. Once the applicable compensatory time cap is reached, further overtime worked by that employee shall be compensated in cash.

However, under no circumstances will an employee be eligible for the recall pay if a general alarm is sounded while he is under the overtime provision. Whenever an employee volunteers his time, talents or services to the department during non-duty hours, he shall be recognized as being on-duty for insurance purposes.

**Section 3: Recall Pay**

If a member is recalled to duty for a general alarm signal, he shall be paid at 1 1/2 times his regular base rate, for duty up to two (2) hours minimum. Any duty in excess of two (2) hours shall be compensated at 1½ times his regular base rate. Unless extended by the fire chief or his designee, employees must report at fire headquarters within fifteen (15) minutes after the sounding of the general alarm to be recognized as being present.

**Section 4: Meals**

An employee shall be provided food or awarded meal money, at the discretion of the Fire Director/Chief or his authorized representative, after completing the first four (4) continuous hours of holdover overtime associated with recall or recall duty (\$10.00 if meal money is paid) and after each successive four (4) continuous hours of holdover overtime associated with recall or recall duty thereafter (\$15.00 if meal money is paid.) Cumulative payments shall be made quarterly. The implementation of section of the Agreement will be governed by Standard Operating Procedure #103, issued on March 7, 2014.

**Section 5: Duty Exchange**

Duty exchanges may be requested in the manner as set forth in General Order #28, dated 10 April 1992, as amended. When approved, the city will not be responsible in any manner for the replacement of time or wages should for any reason whatsoever the exchange is not repaid and provided further both employees release the city from any and all claims for overtime pay that may or could result from the exchange. Should the substitute fail to appear for any reason whatsoever at the appointed duty time, he shall be held responsible.

**Section 6:**

The fire director, under normal conditions, will notify the employee of changes in schedule forty-eight (48) hours before the change. In addition, the fire director shall post the annual platoon reassignments by November 15, to be effective by January 30 of the following year. This posting shall include the effective date of each employee's shift reassignment.

**Section 7:**

There shall be no pyramiding of the overtime benefit provision in this agreement.

**Section 8:**

The fire director may call a meeting of all employees, including all off-duty personnel, provided a thirty (30) day written notice is: a) distributed to the president of the F.M.B.A.; and b) posted on the bulletin board. All off-duty employees and personnel are required to attend unless granted an excuse not to attend by the fire director or his designee. Employees on a scheduled vacation leave shall be automatically exempt from attending said meeting. The meeting will be held in morning hours and will not be scheduled on Saturdays, Sundays or holidays.

The F.M.B.A. agrees that the city shall not compensate or grant off-duty personnel overtime remuneration, either in pay or compensatory time, for attendance at one departmental meeting per year. The F.M.B.A. further agrees that this agreement will not be subjected to the grievance procedure by anyone covered under the terms of this contract.

### **Section 9: Acting in Rank**

(1) A firefighter shall be paid at the first-step lieutenant's rate for time assigned as an acting lieutenant, if that firefighter has been assigned as an acting lieutenant for a cumulative period of two tours during that calendar year. Any such assignment shall be made in writing by the director or his designee.

(2) A battalion chief shall be paid at the first-step deputy chief's rate for time formally assigned as acting deputy chief of the department, provided that no payment will be due for any assignment of less than thirty (30) days' duration. After completion of ninety days, payment shall be due retroactive to the first day of assignment and shall be due quarterly thereafter for time actually spent in the acting assignment. Battalion chiefs shall not be rotated through assignment as deputy chief in order to avoid payment under this section.

## **ARTICLE VIII PERSONNEL FILES**

### **Section 1:**

Pursuant to the provisions of the City of Summit Personnel Policy established by the Common Council, a personnel file shall be maintained for each employee.

### **Section 2:**

An employee may, by appointment, review his personnel file. The appointment must be made through the deputy chief. Each review shall be conducted in the presence of the deputy chief or his designee and the employee shall be required to sign an entry record on the occasion of the review.

### **Section 3:**

Whenever anything concerning an employee or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

### **Section 4:**

Each personnel file will be carefully maintained and safeguarded during the employee's period of employment.

## **ARTICLE IX SAVINGS CLAUSE**

### **Section 1:**

It is understood and agreed that if any provision of this agreement or the application of the agreement shall be held invalid, the remainder of this agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

## **ARTICLE X MANAGEMENT RIGHTS**

### **Section 1:**

The F.M.B.A. recognizes that the city has the exclusive right to manage and direct the fire department. Accordingly, the city specifically reserves the exclusive right to formulate policy, rules and regulations except that no rule, regulation or policy shall be formulated, changed or modified in any manner contrary to the provisions of this agreement.



## Section 2:

Except as otherwise specifically provided in this agreement, the city has the sole and exclusive right to exercise all the rights and functions of management and the exercise of any such rights or functions shall not be subject to the grievance procedure. Without limiting the generality of the foregoing, as used herein, the term "rights of management" includes, but not limited to the following:

- (1) The determination of fire department policy, including the right to manage the affairs of the fire department in all respects.
- (2) The right to assign overtime on a seniority basis.
- (3) The right to establish, or modify the manning of apparatus, and amount of apparatus in service or in reserve.
- (4) The right to assign employees to other fire department duties within the fire department.
- (5) The right to direct the members of the fire department including the right to hire, promote, discharge, and the right to lay-off employees by seniority.
- (6) The right to organize and/or reorganize the fire department in any manner it chooses, including the size of the fire department, the determination of job classifications and ranks based on duties assigned.
- (7) The determination of safety, health, and property protection measures for the fire department.
- (8) The selection, promotion, or transfer of employees to supervisory or other managerial positions.
- (9) The determination of policy affecting selection or training of employees.
- (10) The scheduling of operations.
- (11) The establishment, modification and enforcement of fire department rules, regulations and orders.
- (12) The introduction of new, improved, or different methods, techniques and equipment pertaining to the operation of the fire department or of changes in existing methods and techniques.
- (13) The placing of service, maintenance, fire department functions or other work with outside contractors or other agencies of the city.
- (14) The determination of the number of ranks and the number of employees within each rank.
- (15) The determination of the amount of supervision necessary.
- (16) The transfer of employees from one platoon to another.
- (17) The right to establish, change, or modify duties, tasks, responsibilities or requirements within job descriptions in the interest of efficiency, economy, technological change or operating requirements, provided that no change shall become effective until a revised statement of the job description has been formally approved and has been made available to the affected employees.
- (18) The right to maintain discipline and implement disciplinary actions.
- (19) The director has the right to determine sleeptime.
- (20) The director shall have the right to determine the total utilization of fire headquarters.
- (21) There shall be a personnel evaluation system whose purpose shall be to determine which employees are doing satisfactory, unsatisfactory or above average performance.

## ARTICLE XI CLOTHING AND TURNOUT GEAR AND EQUIPMENT

### Section 1:

All badges, insignia, identification cards, turnout clothing and equipment shall be supplied and owned by the City. Any city-purchased items that are damaged or become worn through normal wear and tear as determined by the Fire Chief shall be replaced by the City. Any city-purchased items that are lost, damaged or destroyed through negligence shall be paid for by the firefighter. All items supplied by the city shall be returned to the City at the termination of employment before a final full salary check will be issued. At retirement, the employee will be given one of his service badges as a gift for his service to the City.

### Section 2: Uniform and Equipment Maintenance Allowance

(1) Each employee covered by this agreement shall receive the sums shown here, as a uniform and shoe allowance which shall be used for the care, maintenance, purchase, replacement, and/or cleaning of the firefighter's uniforms, and items of personal property and clothing damaged during recalls. Included in these payment is \$150 that is attributable in part to duties known as First Responder. Fire Prevention Bureau personnel will receive the officers rate for their uniform and equipment maintenance allowance.

Effective date	Firefighters	Officers
1/1/2013	\$1,950	\$1,975

(2) The clothing allowance shall be paid by separate check in June. In the event the employee leaves the employ of the City prior to December, the maintenance allowance shall be pro-rated to the month of retirement.

(3) All items of uniform apparel purchased shall conform in all respects with city specifications.

### Section 3:

- a) The uniform shall be determined by the city.
- b) The city shall have the right to conduct reasonable inspections of the condition and quality of uniforms and to determine which items may not be worn on duty due to their condition or quality.
- c) The cost of any changes in the type and style of uniform required by the city, will be paid for by the city.
- d) The clothing allowance provided by this article shall be deemed to fulfill the requirement that the city provide each firefighter with code-compliant station gear. If this interpretation is found invalid by a court or other body of competent jurisdiction, the amount of clothing allowance shall be subject to renegotiation.

### Section 4: Newly Hired Firefighters

Notwithstanding the provisions of Section 2, above, the city shall provide a newly hired firefighter with a full initial set of uniforms. The newly hired firefighter shall receive a uniform maintenance allowance of \$200 per year, prorated for the first full year from date of hire. From the one-year anniversary date until the end of that calendar year, the newly hired firefighter shall receive the normal uniform allowance, prorated. Thereafter, the city will pay the full allowance annually.

### **Section 5: Replacement of Employee-purchased Clothing**

If an item of employee purchased clothing, equipment, eyeglasses and watches (maximum replacement cost for watches shall not exceed \$100) is damaged while the employee is engaged in the performance of duties as firefighter, the City will either replace that item or reimburse the employee for its replacement cost. Covered claims shall not include damage caused by negligence or inadvertence of the employee seeking replacement, as determined by the Fire Chief. In order to be covered, the damage must result from a single reported incidence and shall not arise from normal wear and use.

## **ARTICLE XII MAINTENANCE OF STANDARDS AND PROTECTION OF CONDITIONS**

### **Section 1: Duties**

(1) Employees may be assigned to perform firefighting; fire prevention; fire prevention patrol; salvage; overhaul, care, maintenance and repair of fire equipment and apparatus; care, maintenance, upkeep, and housekeeping of the fire station; emergency services undertaken for the protection of lives and the abatement of damage to property due to storm, flood or other unusual or general peril; providing rescue and emergency services to include but not be limited to removing persons from dangerous situations and for providing civic services such as installing/removing flags and signs. In addition, officers may be assigned to perform administrative and supervisory functions.

(2) The city agrees to provide and maintain safe and healthy working conditions pertaining to the physical facilities of the fire headquarters.

(3) The present practice of certain employees in the unit providing service as backups in the present fashion for non-fire related injuries in situations where the Summit Volunteer First Aid Squad or other agencies provide primary service, shall continue. The foregoing services by employees in the unit are available Monday through Friday between 8 AM and 6 PM. Except for emergencies, any material change in this practice must be discussed with Local 54 at least 30 days prior to implementation, provided, however, that the foregoing obligation shall not change any other obligation of the City to negotiate any change in this practice.

## **ARTICLE XIII TEST REVIEW AND EDUCATION**

### **Section 1:**

Any employee who has taken a promotional examination may review his written test paper after the Public Safety Committee has announced its selection. Requests for an appointment to review shall be submitted to and reviewed with the deputy fire chief and no written record shall be allowed.

### **Section 2: Education**

A. An employee must first obtain the approval of the fire chief or his designee before enrolling in any course for which he may seek reimbursement for the cost of tuition thereof. Subject courses shall be limited to those leading to a degree in Fire Science. After subject approval has been obtained, the cost of tuition for the course(s) will be reimbursed to the employee if he successfully completes the course with a grade of "C" or better and furnishes the fire chief or his designee with a transcript listing his name and course and grade. To prevent dual compensation, in the event the employee receives either a scholarship or is eligible for other funds for these subject courses, the city shall only provide reimbursement for any difference that might result that is not covered.

B. Reimbursement of tuition shall be limited to the equivalent of the tuition charged by Rutgers, the State University for similar courses, or to the amount of tuition charged at the institution where the course was taken, whichever is less. Tuition shall be reimbursed only for courses taken at accredited institutions that require classroom work as part of their course requirements, or from accredited institutions that provide "distance learning" options.

C. Approval to enroll in a course leading to a fire science degree shall not be withheld solely for budget reasons. However, to be eligible for reimbursement, an employee must seek approval by October 15 of the year prior to the budget year in which he expects to be reimbursed for the cost of tuition. An employee who fails to observe this deadline may be required to wait until a subsequent budget year to receive reimbursement, depending upon the availability of funds in the departmental budget.

**Section 3: Seminars**

The city shall provide \$2000 for educational seminars for officers during each year of this agreement. These programs shall be established by the officers and the fire director subject to approval by the public safety committee.

**ARTICLE XIV ASSOCIATION RIGHTS AND PRIVILEGES**

**Section 1:**

The city agrees to permit the F.M.B.A. usage of space for storage of the F.M.B.A. desk, filing cabinets and related items of the F.M.B.A., providing the space is not needed by the city. Officers may, in addition, use available storage space in the officers' dormitory, providing the space is not needed by the city.

**Section 2:**

The chief of the fire department will furnish a copy of all general orders to the F.M.B.A. president.

**Section 3:**

Monthly meetings of the F.M.B.A. will not be held at fire headquarters

**Section 4:**

The F.M.B.A. president shall be given time off with pay to attend the Summit F.M.B.A. monthly meetings, if he is regularly scheduled for duty. He shall use only such time as is necessary to attend the meeting and then immediately return to duty. He shall be subject to immediate recall for working fires.

**ARTICLE XV WAGES**

**Section 1:**

The salary and wage plan shall be modified by increasing the maximum rate of firefighter, lieutenant and battalion chief by 1.5% per year for each year of the new contract. Salary increases shall be retroactive to January 1, 2013 and January 1, 2014 respectively and become effective January 1, in 2015 and 2016. Overtime pay shall be re-calculated based on the salary increases and any unpaid overtime balance shall be paid to each eligible employee at the time retroactive regular pay is issued. Anyone not on the payroll as of the date of contract signing shall not be entitled to retroactive regular and overtime pay unless the former employee retired or died on or after the effective date of the new contract. Notwithstanding this agreement Matthew Klapper shall be entitled to retroactive regular and overtime pay as a one-time non-precedential exception to this policy on retroactivity. The salary schedules which are set forth in Schedules A & B attached hereto shall be effective for the period set forth therein

**Section 2:**

In addition to the 1.5% increase at the maximum rate in the lieutenant salary guide, the lieutenant salary and wage plan will be modified in the first year of the plan as follows: Step 1 will reflect an increase from \$99,629 to \$101,102. Step 2 will reflect an increase from \$104,003 to \$104,537. Wages shall be paid every two (2) weeks

**Section 3:** Employees hired prior to January 1, 2013 who are not at the maximum rate for their pay grade (set forth in Schedule C) will follow Schedule "B", Salary and Wage Plan.

**ARTICLE XVI LONGEVITY & DEFERRED COMPENSATION**

**Section 1:**

Full-time regular employees hired before January 1, 2001, who have sufficient years of full-time consecutive employment with the City of Summit, are entitled to a longevity payment, in addition to their salary, according to the following schedule:

<u>Upon completion of years of service</u>	<u>Percentage of base salary</u>
5	2
10	4
15	6
21	8
24	10

**Section 2: For employees hired prior to January 1, 1984:**

1. All anniversary dates for longevity are changed to either January 1st or July 1st.
2. Any employee whose anniversary date is beyond January 1st or July 1st will be moved backward, i.e., if an employee's current anniversary date is April, it will now be moved to January 1st of the same year.

**Section 3: For employees hired on or after January 1, 1984 and prior to January 1, 2001:**

1. All anniversary dates are either January 1st or July 1st.
2. Any employee hired after January or July will be moved forward for their increases, i.e. if an employee's current anniversary date is April, it will now be moved to July 1st of the same year.

Any employee of the City of Summit, who resigns from his/her department and subsequently is reemployed, loses prior service credits for longevity purposes, unless specifically approved by the Common Council on the recommendation of the city administrator.

**Section 4:**

The City Treasurer's Office will assure that longevity pay is made to each qualifying employee. Such pay will be included as part of the employee's regular paycheck and is subject to mandatory and authorized payroll deductions.

**Section 5: For employees hired on or after January 1, 2001**

The current longevity program shall be eliminated for employees hired on or after January 1, 2001 and shall be replaced with a Rabbi Trust Deferred Compensation Plan which shall include the following terms:

- (1) There shall be a set aside of \$8,000.00 per year for each of the first five years of employment for all employees hired on or after January 1, 2001, for a total set aside by the City in the Rabbi Trust of \$40,000.00
- (2) There shall be a vesting scale with respect to the proceeds set aside in the Rabbi Trust, which is set forth below:

Year	% of accumulated value	Year	% of accumulated value
1	0	14	43
2	0	15	48
3	0	16	53
4	0	17	58
5	0	18	63
6	3	19	68

7	8	20	73
8	13	21	78
9	18	22	83
10	23	23	88
11	28	24	93
12	33	25	100
13	38	25+	100

- (3) The deferred compensation set aside will be governed by the rules for a Rabbi Trust, including reversion to the City of Summit in cases where there is not a full payout, and such other terms and conditions as may be required for the creation and maintenance of a Rabbi Trust.
- (4) Employees/participants under this Section of the agreement who achieve twenty-five (25) years of service as a Firefighter/Fire Officer for the City of Summit shall receive a transfer of ownership of the account established on their behalf under the Rabbi Trust.

**ARTICLE XVII DENTAL COVERAGE**

**Section 1:**

The city agrees to provide employees with dental care coverage. The coverage is extended to the employees and their families, including spouses and/or dependents of the employee who are eligible according to the rules of the insurance company. The cost of the coverage shall be paid by the city, not to exceed \$41 per employee per month..

**Section 2:**

Should the cost for coverage exceed these limits, the employee agrees to pay the balance through a program of payroll deductions.

**Section 3:**

The dental insurance provided under this section shall include benefits substantially similar to those provided by Delta Dental Plan of New Jersey, Inc., in its proposal II-B, dated December 7, 1989, including preventive and diagnostic, basic, restorative, prosthodontic and child's orthodontic benefits.

**ARTICLE XVIII HEALTH BENEFITS**

**Section 1:**

The city will provide health benefits for employees covered by this agreement. The medical coverage shall be substantially similar to the New Jersey State Health Benefits Plan as that Plan may be modified during the term of this Agreement. Effective January 1, 2013, all employees covered under the terms of this Agreement shall pay contributions by way of payroll deduction to the cost of health insurance premiums in accordance with the provisions of P.L. 2010 Ch. 2 and P.L. 2011 Ch. 78 which are incorporated by reference as if set forth herein at length.

**Section 2:**

Rate increases imposed by the carrier, without improvement in coverage, will be borne by the City.

**Section 3:**

Employees hired on or after January 1, 2008 are required to join the New Jersey Direct 15 for a minimum of three (3) years from start of enrollment.

**Section 4:**

Rate increases imposed by the carrier to cover the cost of new or improved benefits will be borne by the employee for the remaining term of the contract, subject to negotiation for successor agreements. In case of mixed-purpose rate increases, the city and the employee will share the increase, with the employee paying for the increased benefit and the city paying for the remainder.

**ARTICLE XIX HOLIDAYS**

It is recognized that holiday pay is included in base salary.

**ARTICLE XX VACATIONS, BEREAVEMENT AND PERSONAL DAYS**

**Section 1:**

The scheduling of vacations shall be the exclusive right of the city and is delegated to the fire chief. Such scheduling shall be based first upon convenience of the operations of the department as determined by the city.

**Section 2:**

Selection of vacations and seniority for selection of vacations shall be as set forth in General Order #19, dated the 3rd of April 1978 and the Rules and Regulations of the Fire Department.

**Section 3:**

The amount of vacation for each employee shall be as set forth below.

<b>Year of service</b>	<b>Vacation</b>
Less than one	Four, 10-hour day shifts & four, 14-hour night shifts, pro-rated monthly
First through fourth	Four, 10-hour day shifts & four, 14 hour night shifts
Fifth through ninth	Six, 10-hour day shifts & six, 14 hour night shifts
Tenth through fourteenth	Six, 10-hour day shifts & six, 14 hour night shifts + 1 day + 1 night
Fifteenth through nineteenth	Eight, 10-hour day shifts & eight, 14 hour night shifts
Twentieth through twenty-fourth	Eight, 10-hour day shifts & eight, 14 hour night shifts + 1 day + 1 night
Twenty-fifth and thereafter	Ten, 10-hour day shifts & ten, 14 hour night shifts

**Section 4:**

Each employee will be entitled to three days of personal leave, to be scheduled by the employee with the approval of the Chief or his designee. Permission to use personal leave may be denied based on the need for proper operation of the department, but shall not be denied unreasonably.

Personal leave may be used by the employee for any purpose.

Except in emergency circumstances, the use of personal leave shall be requested by the employee at least one full shift prior to the day to be taken off. Use of personal leave shall not normally be requested more than 30 days in advance unless approved by all platoon members. Personal leave may not be requested for Independence Day, Labor Day, Thanksgiving or Christmas unless all members of the department have had an opportunity to make two vacation picks.

**Section 5:**

Two firefighters may be scheduled for personal leave at the same time unless one firefighter is already scheduled for vacation; in that case, only one firefighter may be scheduled for personal leave on that day.

**Section 6:**

Compensatory time off will be handled in the same manner as personal leave.

**Section 7:**

Employees assigned to fire prevention bureau duties will not be included in the vacation or personal leave schedule of any platoon.

**Section 8:**

Platoon officers will select vacation between themselves. Only one officer per platoon may be on vacation or personal leave at any one time.

**Section 9: Bereavement and administrative leave**

(a) All regular full-time employees shall be entitled to a bereavement leave up to five (5) days with pay from the time of death of a spouse, parent, grandparent, son, daughter, sister, brother or parent-in-law. A leave of one day may be granted for attendance at the funeral of or services for a brother-, sister-, son- or daughter-in-law.

(b) For good cause, the fire chief may grant an employee administrative leave of absence of up to five (5) days per year.

(c) The employee shall notify the fire chief of the need for bereavement leave.

(d) For administrative leave, the employee shall make application to the fire chief setting forth the circumstances. Administrative leaves and applications shall be considered confidential personnel matters not to be discussed publicly.

(e) Separate from any other leave, family leave of up to five days, with pay, may be granted immediately following the birth or adoption of an employee's child.

(e) For bereavement or administrative leave, the city reserves the right to request verification for information in support of the employee's request.

**ARTICLE XXI SICK LEAVE**

**Section 1:**

Sick leave shall be administered and granted in the amount and manner as set forth in the city personnel policy and the city ordinance for the government and regulation of the fire department of the city.



## **Section 2:**

After reporting off-duty on sick leave, the employee shall remain at his residence, during his regularly scheduled duty hours. (General Order #25 dated the 4th of May 1976 and also Special Order the 5th of April 1978), except that the employee may depart his residence to receive medical treatment, to secure drugs from a pharmacy, or for other reasons deemed appropriate by the department so long as the employee advises his superior or the department. If absence is for other than treatment, therapy, or to secure prescribed drugs, approval of the superior in advance must be obtained. Should the employee leave his residence without providing the advance notice of his departure, and securing the superior's approval, where necessary, he shall be denied sick leave and be charged AWOL.

## **Section 3:**

The Fire Chief may, at any time, require an employee at his own expense to submit medical documentation from a licensed physician attesting to the necessity of his absence from duty on account of illness or injury and stating the dates of absence. Moreover, even if the Fire Chief does not specifically request medical documentation with respect to a particular absence, the employee must submit such documentation whenever one or more of the following exist.

- (1) If the absence for which sick leave is claimed exceeds two consecutive shifts, or
- (2) If the fire director or his designee in writing has advised the employee that all future requests for sick leave must be supported by an acceptable medical certificate, stating the employee was unable to perform his duties because of the illness or injury.

## **Section 4:**

Failure on the part of the employee to timely notify the department of any absence for which sick leave is claimed, departure from his home without the necessary authorization and/or notification on any day for which sick leave is claimed, and/or the failure to provide medical documentation in a form and manner acceptable to the department, shall result in the denial of sick leave and/or the employee being charged with AWOL.

## **Section 5:**

The authorized leaves for sickness or injury may be extended with or without pay, on a case-by-case basis, upon recommendation of the fire director and approval of the Common Council. Notice of an extended leave hereunder shall be submitted in writing to the city administrator for entry into city records. Factors to be considered in granting an extension shall include the type of sickness, injury, or disability, and the circumstances surrounding its occurrence, length of service, and the amount of previous time granted for sickness, injury or disability.

The employee shall be required to present evidence by a certificate from a licensed physician that he is unable to work, and/or the city may require the employee to report for examination by its physician as it deems necessary.

Extended sick leave will not be withheld unreasonably.

## **Section 6:**

Employees shall present themselves for annual and/or special physical examinations as may be required. Cost of these examinations shall be paid by the city. The fire director shall make every effort to schedule said physical during duty hours.

## **Section 7: Incentive Payments**

Effective 1/1/2004 and for the remaining term of the contract, the incentive program shall be modified to provide for \$1,000 per year to an employee who uses no sick leave during the year. The incentive payment will be reduced by \$125 per day for each day of sick leave used. Payment of the incentive will be prior to February 1<sup>st</sup> of each year following the end of a calendar year covered in this contract.

## **ARTICLE XXII ON-THE-JOB INJURY**

### **Section 1:**

Line of duty injury, or on-the-job injury, is defined as an injury or illness incurred while the employee is acting in an authorized activity. Line of duty injury or service connected disability will not be counted against sick leave. In the event an employee claims to have suffered a work related injury and the city questions the claim, the issue shall be promptly submitted to the city's worker's compensation insurance carrier or claims administrator, for a review of the claim and determination of the issue. The city shall be bound by the decision of the carrier or claim administrator in the event the carrier determines that the injury is work related.

### **Section 2:**

Employees may be granted leave with full pay for disability due to service-connected injury or illness, provided such disability is certified to the Common Council by the City Physician or some other certifying agency competent to make such judgment.

The vacation entitlement of an Employee who remains on Injury Leave, with or without pay, for more than one year shall be prorated for each month or part thereof of absence, until the Employee returns to duty.

## **ARTICLE XXIII FULLY BARGAINED PROVISIONS**

### **Section 1:**

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues. 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 of the parties at the time they negotiated or signed this agreement.

### **Section 2:**

The parties further agree that any mutual agreements or understandings which are reached during the term of this agreement shall be reduced to writing.

## **ARTICLE XXIV TERM AND RENEWAL**

### **Section 1:**

This agreement shall have a term from the 1st of January 2013 through the 31st of December 2016 and the agreement cannot be modified except with a written agreement between the parties.

### **Section 2:**

If the parties have not executed a successor agreement by the 31st of December 2016, then this agreement shall continue in full force and effect until a successor agreement is executed.

### **Section 3:**

Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

SUMMIT F.M.B.A. LOCAL #54

By: Louis Verchie  
Louis Verchie

THE CITY OF SUMMIT

By: Ellen K. Dickson  
Ellen K. Dickson, Mayor 7/1/14

Attest: Tim Deutsch  
Tim Deutsch

Attest: David L. Hughes  
David L. Hughes, City Clerk

SCHEDULE A

Salary guide  
2013 through 2016

**Firefighters Hired on or After 1/1/2013**

<b>Step</b>	<b>1/1/2013</b>	<b>1/1/2014</b>	<b>1/1/2015</b>	<b>1/1/2016</b>
1	\$45,000	\$45,000	\$45,000	\$45,000
2	\$50,906	\$50,906	\$50,906	\$50,906
3	\$56,812	\$56,812	\$56,812	\$56,812
4	\$62,781	\$62,781	\$62,781	\$62,781
5	\$68,624	\$68,624	\$68,624	\$68,624
6	\$74,530	\$74,530	\$74,530	\$74,530
7	\$80,436	\$80,436	\$80,436	\$80,436
8	\$86,342	\$86,342	\$86,342	\$86,342
9	\$92,248	\$92,248	\$92,248	\$92,248
10	\$98,157	\$99,629	\$101,123	\$102,640

**Lieutenant**

<b>Step</b>	<b>1/1/2013</b>	<b>1/1/2014</b>	<b>1/1/2015</b>	<b>1/1/2016</b>
1	\$101,102	\$101,102	\$101,102	\$101,102
2	\$104,537	\$104,537	\$104,537	\$104,537
3	\$109,936	\$111,584	\$113,259	\$114,958

**Battalion Chief**

<b>Step</b>	<b>1/1/2013</b>	<b>1/1/2014</b>	<b>1/1/2015</b>	<b>1/1/2016</b>
1	\$112,308	\$112,308	\$112,308	\$112,308
2	\$117,975	\$117,975	\$117,975	\$117,975
3	\$123,642	\$125,497	\$127,379	\$129,290

## **Schedule A, continued**

### **Fire Prevention Bureau Stipends**

#### **Fire Official**

Any employee covered by this agreement who is assigned to serve as Fire Official will receive as a stipend 60% of the difference between that employee's salary as provided by this agreement and the salary for the first step on the Battalion Chief's salary scale.

#### **Fire Subcode Official**

Any employee covered by this agreement who is assigned to serve as Fire Subcode Official will receive as a stipend 65% of the difference between that employee's salary as provided by this agreement and the salary for the first step on the Battalion Chief's salary scale.

In the event one employee serves as both the Fire Official and Fire Subcode Official, that employee will receive a total stipend not to exceed 100% of the difference between that employee's salary as provided by this agreement and the first step on the Battalion Chief's salary scale.

#### **Fire inspector**

In addition to base salary, a firefighter assigned to the fire prevention bureau as a fire inspector will receive an annual stipend of 2.25% of base salary, payable as part of the biweekly paycheck.

SCHEDULE B

Salary Guide  
2013 through 2016

**Firefighters Hired Prior to 1/1/2013**

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$50,502	\$57,952	\$65,703	\$73,454	\$81,955	\$88,955	Refer to Schedule "A" Step 10

## SCHEDULE C

1. Firefighter Esposito will advance to Step 3 of the “Schedule B” salary guide effective July 1, 2014. He will advance in the “Schedule B” salary guide annually in accordance with the July 1<sup>st</sup> anniversary date.
2. Firefighter Faulks will advance to Step 4 of the “Schedule B” salary guide effective July 1, 2014. He will advance in the “Schedule B” salary guide annually in accordance with the July 1<sup>st</sup> anniversary date.
3. Firefighter Kirkland will advance to Step 10 of the “Schedule A” salary guide effective July 1, 2014.
4. Firefighter Mammone will advance to Step 10 of the “Schedule A” salary guide effective July 1, 2014.

## MEMORANDUM OF AGREEMENT

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2014 by and between the City of Summit (herein the "City") and FMBA Local #54 (herein the "Union"):

WHEREAS, the City and the Union are parties to a Collective Negotiations Agreement (herein "CNA") covering the period January 1, 2007 to December 31, 2012; and

WHEREAS, the parties have engaged in good faith negotiations that resulted in agreement on terms and conditions for a successor contract subject to ratification by the Union membership and approval by the City governing body; and

WHEREAS, the negotiating committees for the City and the Union unanimously agree to recommend such ratifications and approval:

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein set forth the parties agree as follows:

1. Except as herein modified the terms and conditions of the 2007 to 2012 CNA shall remain in full force and effect.
2. Term – The new Agreement shall be for a term of four (4) years from January 1, 2013 to December 31, 2016.
3. Article VII, Hours of Work, Overtime, Recall and Departmental Meetings, Section 4, Meals – Language will be modified to read: "An employee shall be provided food or awarded meal money, at the discretion of the Fire Director/Chief or his authorized representative, after completing the first four (4) continuous hours of holdover overtime associated with recall or recall duty (\$10.00 if meal money is paid) and after each successive four (4) continuous hours of holdover overtime associated with recall or recall duty thereafter (\$15.00 if meal money is paid.) Cumulative payments shall be made quarterly." Attached is the



Standard Operating Procedure that will be issued by the Fire Director/Chief to assure the implementation of this section of the Agreement.

4. Article XI, Section 2, Uniform and Equipment Maintenance Allowance

<b>Effective Date</b>	<b>Firefighters</b>	<b>Officers</b>
January 1, 2013	\$1,950	\$1,975

Fire Prevention Bureau personnel will receive the officers rate (retroactive) for their uniform and equipment maintenance allowance.

5. Article XVIII, Health Benefits, Section 1 – Effective January 1, 2013, all employees covered under the terms of this Agreement shall pay contributions by way of payroll deduction to the cost of health insurance premiums in accordance with the provisions of P.L. 2010 Ch. 2 and P.L. 2011 Ch. 78 which are incorporated by reference as if set forth herein at length.

6. Article XIX, Holidays – It is recognized that holiday pay is included in base salary.

7. Wages, Schedule A, Salary and Wage Plan, shall be modified as follows:

a) The salary and wage plan shall be modified by increasing the maximum rate of firefighter, lieutenant and battalion chief by 1.5% per year for each year of the new contract. Salary increases shall be retroactive to January 1, 2013 and January 1, 2014 respectively and become effective January 1, in 2015 and 2016. Overtime pay shall be re-calculated based on the salary increases and any unpaid overtime balance shall be paid to each eligible employee at the time retroactive regular pay is issued. Anyone not on the payroll as of the date of contract signing shall not be entitled to retroactive regular and overtime pay unless the former employee retired or died on or after the effective date of the new contract. Notwithstanding this agreement

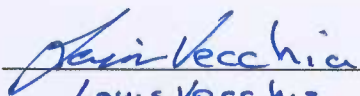
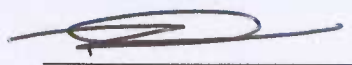
Matthew Klapper shall be entitled to retroactive regular and overtime pay as a one-time non-precedential exception to this policy on retroactivity.

b) In addition to the 1.5% increase at the maximum rate in the lieutenant salary guide, the lieutenant salary and wage plan will be modified in the first year of the plan as follows: Step 1 will reflect an increase from \$99,629 to \$101,102. Step 2 will reflect an increase from \$104,003 to \$104,537.


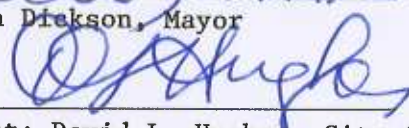
c) Employees hired prior to January 1, 2013 who are not at the maximum rate for their pay grade (set forth in Schedule C) will follow Schedule "B", Salary and Wage Plan.

IN WITNESS WHEREOF, the parties have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

FMBA Local 54:

  
\_\_\_\_\_  
Louis Vecchia  
  
\_\_\_\_\_  
Tim Duetsch  
\_\_\_\_\_

City of Summit:

  
\_\_\_\_\_  
Ellen Dickson, Mayor  
  
\_\_\_\_\_  
Attest: David L. Hughes, City Clerk  
7/1/14  
\_\_\_\_\_  
Date

**SCHEDULE A**

Salary guide  
2013 through 2016

**Firefighters Hired on or After 1/1/2013**

<b>Step</b>	<b>1/1/2013</b>	<b>1/1/2014</b>	<b>1/1/2015</b>	<b>1/1/2016</b>
<b>1</b>	\$45,000	\$45,000	\$45,000	\$45,000
<b>2</b>	\$50,906	\$50,906	\$50,906	\$50,906
<b>3</b>	\$56,812	\$56,812	\$56,812	\$56,812
<b>4</b>	\$62,781	\$62,781	\$62,781	\$62,781
<b>5</b>	\$68,624	\$68,624	\$68,624	\$68,624
<b>6</b>	\$74,530	\$74,530	\$74,530	\$74,530
<b>7</b>	\$80,436	\$80,436	\$80,436	\$80,436
<b>8</b>	\$86,342	\$86,342	\$86,342	\$86,342
<b>9</b>	\$92,248	\$92,248	\$92,248	\$92,248
<b>10</b>	\$98,157	\$99,629	\$101,123	\$102,640

**Lieutenant**

<b>Step</b>	<b>1/1/2013</b>	<b>1/1/2014</b>	<b>1/1/2015</b>	<b>1/1/2016</b>
<b>1</b>	\$101,102	\$101,102	\$101,102	\$101,102
<b>2</b>	\$104,537	\$104,537	\$104,537	\$104,537
<b>3</b>	\$109,936	\$111,584	\$113,259	\$114,958

**Battalion Chief**

<b>Step</b>	<b>1/1/2013</b>	<b>1/1/2014</b>	<b>1/1/2015</b>	<b>1/1/2016</b>
<b>1</b>	\$112,308	\$112,308	\$112,308	\$112,308
<b>2</b>	\$117,975	\$117,975	\$117,975	\$117,975
<b>3</b>	\$123,642	\$125,497	\$127,379	\$129,290

**SCHEDULE B**

Salary Guide  
2013 through 2016

**Firefighters Hired Prior to 1/1/2013**

<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>\$50,502</b>	<b>\$57,952</b>	<b>\$65,703</b>	<b>\$73,454</b>	<b>\$81,955</b>	<b>\$88,955</b>	<b>Refer to Schedule "A" Step 10</b>

# CITY OF SUMMIT, FIRE DEPARTMENT *STANDARD OPERATING PROCEDURE*

NUMBER: 103      DATE ISSUED: 3-7-2014      DATE EFFECTIVE: 3-7-2014

AUTHORITY: Joseph J. Houck, CHIEF

## ***MEALS DURING RECALLS***

**Overview**      This SOP reviews the procedure for providing meals to department members during emergency recalls.

**PROCEDURE**      Whenever a recall extends beyond the first four (4) continuous hours of operation, and after each successive four (4) continuous hours of operation thereafter, it shall be the responsibility of the recall station officer to ensure meals are provided to all emergency personnel working during the recall.

If for any reason meals are not provided during extended recall operations as mentioned above, the recall officer in charge must make a notation on the Summit Fire Department Response Roster stating "recall went beyond 4 hours, meals were not provided".

Quarterly reports will be made available to reflect recalls where meals were not provided to ensure members are compensated per the FMBA contract.

## SCHEDULE C

1. Firefighter Esposito will advance to Step 3 of the "Schedule B" salary guide effective July 1, 2014. He will advance in the "Schedule B" salary guide annually in accordance with the July 1<sup>st</sup> anniversary date.
2. Firefighter Faulks will advance to Step 4 of the "Schedule B" salary guide effective July 1, 2014. He will advance in the "Schedule B" salary guide annually in accordance with the July 1<sup>st</sup> anniversary date.
3. Firefighter Kirkland will advance to Step 10 of the "Schedule A" salary guide effective July 1, 2014.
4. Firefighter Mammone will advance to Step 10 of the "Schedule A" salary guide effective July 1, 2014.

## SIDE BAR AGREEMENT

This Side Bar Agreement ("Side Bar Agreement") made this \_\_ day of \_\_\_\_\_, 2014 by and between the City of Summit ("City") and FMBA Local 54 ("FMBA").

WHEREAS, the City and the FMBA are parties to a collective negotiations agreement ("CNA") covering the period January 1, 2007 to December 31, 2012;

WHEREAS, the parties have engaged in good faith negotiations that have resulted in a Memorandum of Agreement ("MOA") which is being executed by the parties simultaneously with this Side Bar Agreement;

WHEREAS, the purpose of this Side Bar Agreement is to continue good faith negotiations limited to the issues contained herein, and set forth below.

NOW, THEREFORE, in consideration in the mutual covenants and undertakings herein set forth, the parties agree as follows:

1. It is the intention of the City and the FMBA to resolve in accordance with the procedures contained in this Side Bar Agreement the terms and conditions set forth in Article XXI, Sick Leave, Section 6 of the CNA.
2. If the parties fail and/or are unable to resolve all outstanding issues related to Article XXI, Sick Leave, Section 6, the parties agree to utilize the dispute resolution procedure agreed to herein.
3. Negotiations with respect to Article XXI, Sick Leave, Section 6 shall continue in good faith by the parties up until July 1, 2014.
4. The parties may agree to extend the July 1, 2014 deadline by mutual written agreement.
5. After the execution of this Side Bar Agreement, the parties shall meet on at least two (2) dates, May 30,, 2014 and June 27,, 2014. Other dates for negotiations shall be by mutual agreement of the parties.
6. The parties have already agreed to the following language which shall be set forth in the first paragraph of Article XXI, Sick Leave, Section 6:

Employees shall present themselves for annual and/or special physical examinations as may be required. Cost of these examinations and any treatment required as a result of a physical examination shall be paid by the City. The City shall make every effort to schedule said physical during duty hours. Any leave time due to the annual and/or special physical examination and/or

related treatment of a member shall be with full pay and not be deducted from the member's personal leave banks. The FMBA will appoint two (2) members as representatives to meet with the Fire Chief and/or his designee(s) for the purpose of recommending any modifications to the development and/or implementation of firefighter physical exams using NFPA Standard 1582; Comprehensive Occupational Medical Program for Fire Department as guidance, but not the sole criteria. A physician's report from the member's personal/treating physician shall be a factor in determining a member's ability to perform essential job tasks and accommodations, if any, which will be reviewed by the Fire Department Physician for a final determination. The representatives will meet with the Fire Chief and/or designee(s) at least once each year. In the event of a dispute regarding the development or implementation of firefighter physical exams, the matter in dispute may be appealed to the City Administrator. A decision by the City Administrator may be appealed in conformance with Step 4 of the Grievance Procedure.

7. The parties agree to negotiate in good faith over the following issues:
  1. A qualified licensed healthcare provider to administer the annual and/or special physical examinations;
  2. The frequency of the annual and/or special physical examinations;
  3. Dispute resolution over diagnosis, treatment and employment status; and
  4. The scope and/or components of the annual and/or special examinations.
8. The parties agree that the City retains its right to direct annual/special physical examinations, but the City agrees that it will not direct such examinations of members during the period established in paragraphs 3 and 4 of this Agreement for negotiation of the Paragraph 7 issues set forth in the Side Bar Agreement. Notwithstanding the foregoing, the FMBA acknowledges that the Fire Department retains the right to order a fitness for duty medical examination at any time in accordance with applicable law.
9. If the parties fail, or are unable to resolve all outstanding Paragraph 7 issues related to Article XXI, Sick Leave, Section 6 as set forth above by July 1, 2014, or a mutually agreeable date as determined by the parties, the matter shall be submitted to arbitration in accordance with the rules and regulations of the Public Employment Relations Commission. The Arbitrator's authority shall be limited to any outstanding Paragraph 7 issues that remain in dispute. Either party may file a request for a panel of arbitrators with the Public Employment Relations



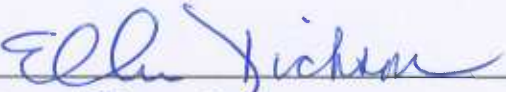
Commission. The request shall include a statement that the parties mutually agree that an Arbitrator be assigned and the matter be heard on an expedited basis.

10. The decision of the Arbitrator with respect to any outstanding Paragraph 7 issues related to Article XXI, Sick Leave, Section 6 shall be final and binding, subject to applicable law.

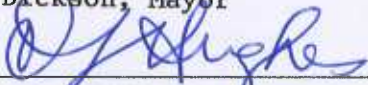
IN WITNESS WHEREOF, the representatives of the parties put their signatures on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

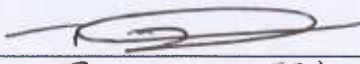
CITY OF SUMMIT

SUMMIT FMBA LOCAL 54

  
\_\_\_\_\_  
Ellen Dickson, Mayor

  
\_\_\_\_\_  
Louis Vecchia

  
\_\_\_\_\_  
Attest: David L. Hughes, City Clerk

  
\_\_\_\_\_  
Tim Duetsch

Date: 7/1/14

Date: 6-26-14