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AGREEMENT

Between

Newark, City of
THE CITY OF NEWARK
NEW JERSEY

and

THE NEWARK FIREMEN'S MUTUAL
BENEVOLENT ASSOCIATION, LOCAL NO. 4

X January 1, 1980 - December 31, 1981

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PREAMBLE

THIS AGREEMENT, effective as of the 1st day of January, 1980 by and between THE CITY OF NEWARK, NEW JERSEY, hereinafter referred to as the "CITY" and the NEWARK FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL NO. 4 (formerly the Newark Firemen's Union of New Jersey), hereinafter referred to as the "UNION", is designed to maintain and promote a harmonious relationship between the City of NEWARK and such of its employees who are within the provisions of this Agreement, in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION CLAUSE

SECTION 1. The City hereby recognizes the Union as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all Firefighters, Dispatchers, and Linemen, wherever assigned, or similar titles, if created, of the Newark Fire Department including all Firefighters in specializations such as prevention, fire alarm, arson squad, Training Academy and fireboat. C.E.T.A. employees and any other similar employees are included.

SECTION 2. Unless otherwise indicated, the terms "firefighter," "firefighters," "employee," or "employees," when used in this Agreement, refer to all persons represented by the Union in the above defined negotiating unit.

ARTICLE II

DUES CHECKOFF

SECTION 1. All employees covered by this Agreement who are members of the Union at the time this Agreement is ratified or who hereafter become members during the term of this Agreement must retain their membership in the Union for the duration of this Agreement, in accordance with the qualifications noted in this paragraph, by offering to pay regular monthly dues and initiation fees assessed against all members of the Union. Any member may resign from the Union effective January 1 or July 1, in accordance with the noted requirements of N.J.S.A. 52:14-15, 9e. In the event the member fails to notify the City on January 1, or July 1, of any year to cease dues deductions, such deductions shall continue for six (6) month periods thereafter. Notice of withdrawal must be submitted by the employee to the Union in writing and a copy thereof furnished to the City of Newark.

SECTION 2. The Union agrees that it will indemnify and save harmless the City of Newark against any and all actions, claims, demands, losses, or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the City of Newark at the request of the Union under this Article.

SECTION 3. Upon the written authorization by an employee covered by this Agreement, the City agrees to deduct once each month from the salary of each employee the sum certified as union dues and forward the sum to the Union Treasurer and/or any other duly authorized officer.

SECTION 4. Representation Fee.

a) Amount of Fee. If an employee in the bargaining unit is not a member of the Union during the term of this agreement and during the period, if any, between successive agreements, such employee shall be required to pay a representation fee to the Union during such term or period. The purpose of the representation fee is to provide for payment to the Union of a fee in lieu of dues for services rendered by the Union, and thereby to offset the cost of services rendered by the Union as majority representative. In order to adequately offset the cost of services rendered by the Union, the representation fee shall be 85% of the amount of the regular membership dues, initiation fees and assessments charged by the Union

to its own members. The foregoing 85% is set forth solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be changed to the maximum allowed.

b) Notice. The employer shall submit an up-to-date list of all employees in the unit to the Union at least once each month. The Union shall submit to the employer a list of those employees in the unit who are not members of the Union. The employer shall deduct from the salary of such employee in accordance with "c" below, the full amount of the representation fee and shall transmit promptly the amount so deducted to the Union. The Union shall notify the employer in writing of any changes in the list and/or the amount of the representation fee, and such changes shall be reflected in any deduction.

c) Payroll Deduction Schedule. The employer shall deduct a representation fee in equal installments as nearly as possible, from the pay checks paid to each employee on the aforesaid list during the membership period fixed by the Union. The deduction will begin with the first pay check paid ten days after the receipt of the aforesaid list by the employer or thirty days after the employee begins his or her employment in the bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first pay check paid ten days after the resumption of the employee's employment in a bargaining unit position, whichever is later. Except as otherwise provided herein, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues paid to the Union by payroll deduction.

d) The purpose of this Article is to provide for payment of representation fees as set forth in Chapter 477 P.L. 1979 of New Jersey or any amendments thereto, and anything herein which may be inconsistent with said law shall be deemed to be changed to conform with said law.

ARTICLE III

BULLETIN BOARDS

SECTION 1. Subject to prior approval of the Director, which approval shall not be unreasonably withheld, the City shall permit the Union reasonable use of Bulletin Boards in each Firehouse and other appropriate locations including locations of special units for the posting of notices concerning Union business and activities and concerning matters dealing with the welfare of the employees.

ARTICLE IV

GRIEVANCE PROCEDURE AND ARBITRATION

SECTION 1. PROCEDURE:

Step #1. In the event that any difference or dispute should arise between the City and the Union or any employee or employees over the application and interpretation of the terms of this Agreement, or over the interpretation, application or violation of departmental policies, agreements, or administrative decisions, which affect working conditions of an employee or employees, an earnest effort shall be made to settle such differences between the aggrieved employee or employees and his/her or their immediate superior within 30 calendar days of the occurrence giving rise to the grievance.

Step #2. If no satisfactory agreement is reached within the prescribed thirty (30) calendar days, then the grievance shall be reduced to writing and submitted to the employee's Battalion Chief and Deputy Chief or corresponding officers in the Fire Alarm and Telegraph Division and Fire Prevention Bureau.

Step #3. If no satisfactory agreement is reached within five (5) calendar days, then a conference will be arranged with the Chief of the Department.

Step #4. Should no acceptable agreement be reached within an additional five (5) calendar days, then the matter shall be submitted to the Director who shall have ten (10) days to submit a decision.

The aggrieved employee has a right to representation by an official of the Union in Steps #2, #3 and #4 above.

Step #5. Arbitration. Within two (2) weeks of the transmittal of the written answer by the Director and if the grievance is not settled to the satisfaction of both parties, either party to the Agreement may request that the grievance be submitted to arbitration as hereinafter set forth.

However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Director. In the event the aggrieved elects to pursue Civil Service Procedure and invokes his/her rights and remedies under Civil Service Law, Rules and Regulations and Procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. An employee who elects to proceed to arbitration shall be deemed to have waived his/her right to proceed under Civil Service Law, Rules and Regulations and Procedures.

In the event of any unresolved grievance, either party may submit such grievance to the New Jersey State Board of Mediation for the appointment of an impartial arbitrator in accordance with its Rules and Regulations. The arbitrator shall have the authority to hear and determine the grievance, and his/her decision shall be final and binding on all parties. The arbitrator shall have no right to vary or modify the terms and conditions of the agreement and shall decide the dispute within thirty (30) days after the hearing has been closed. The expense of arbitration shall be borne equally by the parties.

SECTION 2. City Grievances. Grievances initiated by the City shall be filed directly with the Union within ten (10) days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) days after filing a grievance between the representatives of the City and the Union in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made, either party may file for arbitration in accordance with the provisions of this Article.

SECTION 3. General Provisions.

(a) Nothing contained herein shall prevent any employee from presenting his/her own grievance and representing himself/herself providing notification of all meetings, steps, and grievance answers are given to the Union and the Union is given the opportunity to be present and participate at all steps of the grievance procedure.

(b) The steps provided for herein may be waived by mutual agreement of the parties.

(c) If the City fails to meet and/or answer any grievance within the prescribed time limits as hereinbefore provided, such grievance may be processed to the next step.

(d) Nothing in this agreement shall be construed as compelling the Union to submit a grievance to arbitration. The Union's decision to terminate a grievance at any step except Steps #1 and #2 shall be final. No decision shall be binding upon the Union unless it participates in the grievance and processes the grievance through its representatives.

SECTION 4. Union Grievances.

The Union may initiate a grievance within thirty (30) calendar days of the occurrence giving rise to the grievance or within thirty (30) calendar days of the time the occurrence is known to the Union, whichever is later. The Union may submit a grievance at Step #4 by submission directly to the Director upon mutual written confirmation of the parties and the time limits set forth therein shall prevail.

ARTICLE V

UNION BUSINESS LEAVE

SECTION 1. The members of the Union Negotiation Committee not to exceed four (4) in number shall be granted time off from duty and shall suffer no loss of regular pay for all meetings between the City and the Union for the purpose of negotiating the terms of an Agreement, when such meetings take place at a time during which such members are scheduled to be on duty.

SECTION 2. A representative of the Union (the Union President or his/her designee) shall be granted time off from duty and shall suffer no loss of regular pay for all meetings between the City and the Union for the purpose of processing grievances, when such meetings take place at a time during which such Union representative is scheduled to be on duty.

SECTION 3. Seven (7) officers of the Union (President, Vice-President, Recording Secretary, Financial Secretary, Treasurer, Chairman of the Board of Directors and Sergeant-at-Arms) shall be granted time off from duty and shall suffer no loss of regular pay for the meetings of the Executive Board and the membership meetings of the Union when such meetings take place at a time when such officers are scheduled to be on duty.

SECTION 4. Five (5) members of the Board of Directors of the Union shall be granted time off from duty and shall suffer no loss of regular pay for the meetings of the Board of Directors when such meetings take place at a time when such members are scheduled to be on duty.

SECTION 5. The Union agrees to use every effort to schedule meetings so as to minimize the number of employees granted time off from duty, but in no case will more than the mentioned seven (7) or five (5) employees, respecting meetings provided in Section 3 and 4, be granted time off from duty at one time for the purpose of attendance at such meetings. It is understood that such time off refers solely to the time period required to attend such meetings.

SECTION 6. Three (3) members of the Union (President, Vice-President, and one additional firefighter, designated by the President) shall be assigned to the Fire Prevention Bureau so as to afford them an opportunity to perform the duties of their respective offices and other Union activities. The City shall continue to provide other benefits to the Union which are presently provided.

SECTION 7. Appointed Union delegates not to exceed seven (7) in number shall be granted leave from duty and shall suffer no loss of regular pay to attend an annual Union convention (maximum four (4) working days). Notwithstanding the foregoing, leave shall be granted in accordance with applicable statutes, such as N.J.S. 11:26 C-4. In addition, a legislative agent selected by the President of the Union shall have time off from duties and suffer no loss of pay to attend official sessions of the legislature during which legislation affecting firefighters is being considered for the purpose of presenting the views of firefighters regarding such legislation. The legislative agent shall be added to Section 3 of Article V as an employee who is granted time off without loss of pay to attend Executive Board and membership meetings of the Union.

SECTION 8. Two employees of the Fire Department shall be selected respectively by the Director and the President of the Firemen's Union with the approval of the Director to assist the next of kin whenever a member of the Fire Department passes away. When the Fire Department is notified of such a death, the Director or his/her designee shall be notified and shall thereupon excuse from regular duties where possible without loss of pay the selected service officers in order to assist the next of kin. Approvals shall not be unreasonably withheld.

ARTICLE VI

STAFFING LEVEL*

SECTION 1. The level of staffing of all divisions shall be designated by the Director of the Department.

SECTION 2. Within thirty (30) days of a vacancy in a budgeted position in the table of organization, the City shall fill the vacancy from the appropriate Civil Service list in the following manner. (A budgeted position shall not be considered vacant until an employee has exhausted terminal leave, vacation time, compensation time, or other time due, pursuant to this agreement or state law.)

(a) The City will call for a new examination for firefighters within six (6) months of the expiration date of any existing list.

(b) In the event only ten (10) eligible and qualified individuals remain on an existing list, the City will call for a new examination list.

(c) Existing lists will be utilized until they are exhausted before appointments are made from a new list.

* The City has filed a petition for scope of negotiations determination with regard to this article. The inclusion of this article in the agreement is subject to a determination by the Public Employment Relations Commission on the City's petition concerning its negotiability.

ARTICLE VII

WORK WEEK*

SECTION 1. The work week for all employees who perform fire-fighting duties shall be an average of not more than forty-two (42) hours computed over a period of one (1) fiscal year, based on the schedule of two (2) days of ten (10) hours each, followed by forty-eight (48) hours off, followed by two (2) nights of fourteen (14) hours each, followed by seventy-two (72) hours off, followed by two (2) days of (10) hours each and so on.

SECTION 2. In accordance with the needs of the Department, the work week of the employees in the Alarm and Radio Division, Bureau of Combustibles, Special Services, Arson Squad, and Training Academy shall be assigned by the Director on the same basis as heretofore. Nothing in this section shall limit the Director in regulating or changing the specific hours of work.

* The City has filed a petition for scope of negotiations determination with regard to this article. The inclusion of this article in the agreement is subject to a determination by the Public Employment Relations Commission on the City's petition concerning its negotiability.

ARTICLE VIII (a)

PERSONAL TIME

SECTION 1. Employees of the Fire Department shall receive personal time of three (3) day or night tours per year. These days shall be regulated by the Battalion Chief with the approval of the Chief and Director of the Department. Such days shall not be accumulative on a yearly basis, unless an employee is denied any part of these three (3) day or night tours by his/her Battalion Chief or Officer of higher rank, in which case, the balance shall be added to the following year. Denial of said tours shall not exceed two years successively without financial remuneration for each day accumulated at daily rate of employee.

All personal time accrued under this Article and which would have been payable to the employee during active employment shall, upon his/her demise, be paid pro-rata to the employee's estate.

SECTION 2. Approvals shall not be unreasonably withheld. If there is denial for personal time, then reasons for the denial must be received by the employee in writing at least five (5) days before the scheduled time, provided the employee has made the request at least twelve (12) days before. This does not preclude an employee from being granted or requesting use of personal time on shorter notice.

ARTICLE VIII (b)

OVERTIME

SECTION 1. Whenever an employee works in excess of his/her regularly assigned work week or work schedule, as provided for in Article VII, he/she shall be paid for such overtime work at one and one-half times the hourly rate received for regularly assigned duty, except that he/she shall receive no additional compensation when working for another employee on special leave pursuant to Article XVI hereof.

Overtime on a particular shift of less than fifteen (15) minutes duration shall not be compensated for. Overtime on a shift in excess of fifteen (15) minutes and up to and including thirty (30) minutes shall be paid for in the amount of thirty (30) minutes. Overtime in a shift in excess of thirty (30) minutes, and up to and including one (1) hour, shall be paid for in the amount of one (1) hour. Thereafter, overtime shall be paid for in segments of thirty (30) minutes.

SECTION 2. (a) In the event that overtime is authorized by the Director when required in any fire company, it shall be worked by an employee of the same rank or classification. Only those assigned to the Firefighting Division shall receive scheduled overtime in firefighting.

SECTION 3. (a) The Department shall establish and maintain an overtime roster of employees on a Departmental seniority basis. Whenever overtime work is required, it shall be rotated among employees on the roster with the goal of equalizing firefighting overtime. If an employee refuses an assignment work overtime, he/she shall be considered as having worked such overtime assignment for the purpose of maintaining a proper order of rotation for future assignment. The Department shall provide to the Union a monthly "print-out" indicating assignment of overtime.

(b) For purposes of overtime work under this Article, an employee, when serving in an acting capacity in a higher rank or classification, shall be considered as holding such rank.

(c) Each employee shall be given a minimum of four (4) hours work at one and one-half (1-½) times the regular straight time hourly rate if called back to work after completion of a regular tour of duty.

SECTION 4. All employees in the Alarm & Radio Division, Bureau of Combustibles, Special Services, Arson Squad, and Training Academy (employees working less than a forty-two (42) hour work week) shall be paid overtime at one and one-half (1-½) times the regular hourly rate of the Firefighting Force only after forty (40) hours have been worked in one week.

SECTION 5. Overtime payments shall be made no later than four (4) weeks from the date the overtime is performed.

ARTICLE IX

HOLIDAYS

SECTION 1. Each employee of the Department working a forty-two (42) hour week shall receive pay for thirteen (13) holidays effective January 1, 1980, based on an average eleven and one-half (11 1/2) hours per day. Seven (7) days will be paid for on the second non pay-day Friday in June and six (6) days on the second non pay-day Friday in December.

SECTION 2. Employees in the Fire Department working other than a forty-two (42) hour week shall continue to enjoy the same holidays as heretofore plus one additional holiday designated by the Director with time off for such days, except that in order to qualify under Section 1 of this Article, such employees will be required to work the holidays and they shall receive pay for those holidays at the rate of pay as hereinabove set forth.

SECTION 3. The accumulated compensatory time due for holidays for the period 7/1/65 to 12/31/70 pursuant to Executive Orders #236 and #241 shall be taken at the discretion of the Director and if not so taken during the period of employment shall be granted as compensatory time leave upon age and service retirement. It is understood and agreed that the provisions of Executive Orders 236 and 241 have terminated as of January 1, 1971.

All Holiday benefits that have accrued to an employee and would have been payable during active employment shall upon his/her demise be paid pro-rata to his/her estate. The accumulated compensatory time due for Holidays as per Section 3, Article IX, shall, upon the demise of an active employee, be paid to his/her estate at the rate of pay prevailing at the time the compensatory time was credited pursuant to Executive Orders #236 and #241 for the period of 7/1/65 to 12/31/70.

ARTICLE XI

CLOTHING ALLOWANCE

SECTION 1. All employees of the Fire Department covered by this Agreement shall be entitled to an annual clothing allowance of \$500.00. This allowance is payable on the second non pay-day Friday in December of each year.

SECTION 2. Uniform Changes.

- a) Changes in present uniforms, clothing or equipment may be made only if such changes are justified by reason of safety, efficiency, and economy. There shall be negotiations regarding any such change and no such change will be implemented if there is disagreement until the processes of the grievance procedure have been exhausted.
- b) Where there is an N.F.P.A. standard with regard to such item of clothing, uniform or equipment, such standard shall be a minimum standard as to the changed item.
- c) No such change, when implemented, shall result at any time in any cost or expense to the men involved other than the cost or expense which they would have undergone if the change had not been made. If there is such cost or expense other than the cost or expense which they would have undergone if the change had not been made, such new cost or expense shall be paid for in advance by the City prior to each occasion present or future when the cost or expense is to be made.
- d) No change will be made until an item which is to be replaced has worn out and needs to be replaced.
- e) Existing items which are supplied by the City at its costs, such as masks and tanks will continue to be supplied in the same fashion.
- f) Employees who are about retire shall not be required to make any changes referred to herein.

ARTICLE X

LONGEVITY

SECTION 1. All employees of the Fire Department covered by this Agreement shall be paid longevity payments on a prorated basis with each earned salary check during the calendar year at a percentage of his/her permanent salary to be computed as follows:

First Step: Beginning January 1 following the 5th year of service - 4%

Second Step: Beginning January 1 following the 10th year of service - 6%

Third Step: Beginning January 1 following the 15th year of service - 8%

Fourth Step: Beginning January 1 following the 20th year of service - 10%

Fifth Step: Beginning January 1 following the 25th year of service - 12%

Sixth Step: Beginning January 1 following the 30th year of service - 14%

SECTION 2 (a). Longevity shall be based on service with the City of Newark from the date of the original appointment, temporary or permanent, or C.E.T.A. or other provided there is uninterrupted service except as otherwise set forth.

(b) The longevity credit shall be automatic.

(c) There shall be no longevity service credit for the period an employee is on leave of absence without pay, when such leave was requested by the employee to take employment elsewhere.

(d) The longevity credit shall be added to the salary and received by the employee at the time the longevity credit becomes due and shall be considered in total with the salary and be computed for pension purposes.

SECTION 3. Additional compensation of any nature, including overtime, change of rate or payment for additional assigned duties will not be considered in computing longevity payments.

SECTION 4. Any interruption of service due to a cause beyond the control of the employee including but not limited to layoffs, and/or for military service, injury and/or illness, and/or otherwise, shall be considered as service for the City of Newark for the purpose of determining the completion of said cumulative periods of years of service with the City of Newark. If there is an interruption in service other than the foregoing, service prior to the interruption shall be computed towards total service.

SECTION 5. Such additional longevity payment shall be paid notwithstanding the maximum salary provided for such office or employment by ordinance.

SECTION 6. The above program shall be considered as above and beyond any promotion in any title of any employee during his/her term of service. Each 2% longevity credit shall be based on permanent salary received by the employee as of January 1 of the preceding year as enumerated in Section 1 hereof and the same percentage shall be paid each succeeding year until he/she reaches the next step.

SECTION 7. The effective date of the new increased longevity program for 1980 is January 1, 1980, and January 1 of every year thereafter.

ARTICLE XII

LIFE & HEALTH INSURANCE

The City agrees to continue to provide Health Insurance Coverage during the lifetime of this Agreement for all employees and their eligible dependents in accordance with the current hospitalization plan (Blue Cross). The Medical-Surgical Plan shall be the Prudential 1400-B Series, effective August 1, 1977, subject to provisions of page 16a herein.

The City reserves the right to change insurance carriers or provide insurance on a self-insured basis during the lifetime of the Agreement so long as substantially similar benefits but no less than those presently in effect are provided. The City shall notify the Association if such change is made. In any event there shall be no interruption of medical benefit coverage for employees and their eligible dependents.

Each active permanent employee covered by this Agreement shall be covered, as of January 1, 1976 by a Life Insurance Five Thousand (\$5,000.00) Dollar Death Benefit to be insured by a reputable insurance company or at the City's sole option on a self-insured basis by the City itself. Effective August 1, 1977 the City shall provide either on a self-insured basis or through a reputable insurance carrier an additional Ten Thousand (\$10,000.00) Dollar Accidental Death and Accidental Dismemberment coverage and on the job injury coverage payable to an employee's estate or designated beneficiary.

The said benefits shall reduce to a total of One Thousand Five Hundred (\$1,500.00) Dollars for all active employees who are age sixty-five (65) or who shall attain the age of sixty-five (65). Said total of One Thousand Five Hundred (\$1,500.00) Dollars shall include all employees who were eligible under the terms of the previous contract in the future.

Said Death Benefit Insurance Coverage shall apply only to employees of the City of Newark and not eligible dependents.

Any contract of insurance purchased by the City pursuant to paragraphs 1 through 4 of this Article, shall be administered in accordance with the underwriting rules and regulations of the insurance carrier provided same is not inconsistent with this article. The City's liability shall be limited to the provisions of the carrier's contract only provided same is not inconsistent with this article.

The City shall meet with the Union to identify any reductions in benefits resulting from the implementation by the City of the Prudential 1400-B Series effective August 1, 1977, in lieu of a Blue Shield Medical-Surgical Plan with Rider J. Any reduction in benefits previously provided by the City shall be restored by the City if such reduction is identified. Such restoration shall be at no cost to the employee in the unit or the Union.

The City shall adopt and implement a prescription drug plan, effective December 1, 1979, equal to that received by police officers as the result of an arbitration award for 1978.

Effective April 1, 1981, the City shall provide the Blue Shield 14/20 Plan, Blue Shield Rider J and Blue Shield Emergency Room Rider. This coverage shall be provided at no cost to the employee and premiums will be paid for in full by the City. The City shall not have the right to provide other coverage or similar coverage without the consent of the Union anything to the contrary elsewhere in this Agreement notwithstanding.

Effective April 1, 1981, there shall be implemented the New Jersey Dental Service Care Program proposed by the Union in its Exhibit U-47 in the 1980-1981 interest arbitration proceedings. The City shall not have the right to provide any other Dental Program except the program proposed by the Union in Exhibit U-47 or a substantially similar "open" dental program, without the consent of the Union, anything to the contrary in this Agreement notwithstanding. The City shall pay all premiums in connection with the foregoing program and there shall be no contribution from the employee for such premiums.

ARTICLE XIII

VACATIONS

SECTION 1. The vacation period for the Officers and Members of the Department shall begin on February 1st of each year and continue in effect until January 31st of the following year.

The following schedule shall be observed:

1 year Firemen (12 months service as of February 1 of 1980
Vacation year-----14 working days

Less than 1 year Firemen-----1.17 working days,
for each month of service as of February 1st.

SECTION 2. - Procedure for Choosing Officers

Vacations shall be chosen by all officers of the Department in order of seniority in the rank, on their assigned tours.

Deputy Chiefs shall choose among themselves, but not more than one from each tour shall be on vacation at the same time.

Battalion Chiefs shall choose among themselves on each tour, but not more than two from the same tour shall be on vacation at the same time.

Captains shall choose among themselves on each tour in their respective Battalion Districts. Not more than two Captains from each tour shall be on vacation at one time.

SECTION 3. - Procedure for Choosing Firefighters

(a) Battalion Chiefs shall determine the Departmental seniority of firefighters on each tour.

(b) Members who choose a split vacation shall not pick again until all members on the same tour have had their first pick. The order of seniority shall again govern the second pick.

The total number of firefighters and captains on vacation during the summer period at the same time shall not exceed six (6) in number (total Captains and firefighters) for each tour in each battalion. If a vacation spot is not picked by a Captain, a firefighter shall be allowed out in that spot.

The total number of firefighters and captains on vacation during the winter period shall not exceed a total of one (1) captain and three (3) firefighters in each tour in each Battalion.

Officers and firefighters of Fireboat #1 will draw their vacations with the members of the second battalion district.

Officers and members of the Rescue Squad shall draw their vacations with the third battalion district.

Chief's aides will not be permitted to pick the same vacation as the Chief they drive.

SECTION 4. - Summer Split Vacation Period

The summer split vacation period consisting of six (6) working days will apply to all ranks of the Department and shall be between the last week of May and the third week of September of each year. The schedule for each tour for the summer split will be issued in a regular Department notice in January of each year. In no case shall the additional vacation day and/or days be taken during the period of June 1st and September 15th each year.

SECTION 5. - Full Vacations

Prior to the beginning of, and after the end of summer split vacation period, vacations may be continuous.

Members of the Uniformed Force assigned to Special Details Bureau and Special Branches of the Department, and who are not included in this vacation schedule, shall be limited to the total number of vacation days allotted to members of comparable rank in the Active Fire Fighting Force governed by this schedule.

Annual vacations shall always be taken during the current year and within the period set forth in Section 1. of this Article. A request for deferment of vacation may only be granted by permission of the Director of the Fire Department.

Once vacations have been selected and approved, they may not be changed except under the following circumstances:

- (1) When a member is on Sick Leave of Absence, upon written request for a deferment from each member submitted prior to the date on which his/her vacation is to start, except in emergencies where oral or other appropriate notice shall be sufficient.
- (2) When for any reason a vacation period is vacated or becomes vacant, at least ten (10) days written notice or, where appropriate, shorter written notice shall be given by the City to the employees in the respective battalion in which the vacancy occurs. The deputy chief shall grant a change in vacation to fill this vacancy upon the request of the appropriate senior man.
- (3) For reasons which could be classified as "extenuating circumstances." A written request shall be submitted.

Vacations of the Chief Officers shall be regulated by the Fire Chief subject to the approval of the Director.

Battalion Chiefs shall supervise the selection of vacations on their respective tours and shall forward same to their respective Deputy Chiefs for their approval before they are forwarded to the Fire Chief. In the event a tour does not have a Battalion Chief assigned thereto, the senior Battalion Chief of the District shall supervise the vacations.

Vacation shedule reports shall be made out in triplicate for each tour, signed by the Battalion Chief and Deputy Chief of such tour and forwarded to the Fire Chief by March 1st of each year.

In case any tour is depleted, due to sickness or otherwise, it shall be incumbent upon the working Deputy Chiefs to equalize, as nearly as possible, tour personnel department-wide. This equalization shall forestall, if possible, any company riding with a working strength of less than one (1) officer or acting officer and three (3) firefighters, with the exception of the Fireboat.

Members who have transferred from the Police Department shall be granted total vacation days commensurate with their total time in both departments. Total time in both departments shall not apply with regard to tour seniority.

Any employee who is entitled to vacation leave on December 31 of the calendar year shall at the discretion of the Director receive one (1) day's pay for each day of such leave or carry over the unused vacation leave to be granted or paid for in the following calendar year.

If an employee becomes hospitalized while on vacation, he/she shall not be charged for vacation time during the period of hospitalization. If there is a period of recuperation subsequent to such hospitalization, then subject to review and verification by the Director, the employee shall not be charged for vacation time during said period of recuperation.

SECTION 6. In the event a firefighter dies without having taken his/her vacation in any calendar year, his/her spouse or estate will receive his/her pay for two and one-sixth (2 - 1/6) pay periods. In the event any vacation has been taken in that calendar year a pro-rata adjustment shall be made.

ARTICLE XIV

ACTING OFFICERS

SECTION 1. No firefighter is eligible to serve as Acting Captain until he/she has completed three (3) years service in the Fire Department. Whenever any firefighter is required to serve as an Acting Captain, such employee shall receive the rate of pay of that rank for each day he/she serves five (5) hours or more as Acting Captain. Similarly, any eligible dispatcher and lineman completing three (3) years of service assigned to and performing as Chief Dispatcher and Foreman respectively, shall receive the rate of the higher rank after serving five (5) hours or more in the higher rank.

SECTION 2. All acting assignments in the classification of Captain shall be at the discretion of the Department. Such discretion shall not be unreasonably exercised in favor of or against any particular individual.

SECTION 3. The Department will endeavor to equalize within each respective company and tour such assignments from among those employees who are deemed qualified by the Department in the exercise of its discretion as aforesaid. For the purpose of such equalization, no employee will be assigned as Acting Captain for more than a working period amounting to ninety-six (96) consecutive hours on his/her tour.

SECTION 4. Payment for serving as Acting Captain shall be made monthly.

ARTICLE XV

LEAVE WITHOUT PAY

SECTION 1. Any employee may be granted, with the approval of the Director or Acting Director of the Department, leave without pay up to a maximum of six (6) months provided he/she shall make such request of the officer in charge at least two (2) weeks in advance of the date for which such leave is desired except in the event of emergency, in which case only reasonable notice for such request shall be required. Requests for leave without pay shall not be unreasonably denied.

SECTION 2. Leave of absence beyond a total consecutive maximum period of six (6) months may be granted only by the approval of the Director or Acting Director and the Municipal Council, which approval may not be unreasonably denied. No further renewal will be granted except upon the approval of the Department of Civil Service.

ARTICLE XVI

SPECIAL LEAVE AND SICK LEAVE

SECTION 1. Any employee may, upon request to the officer in charge with the approval of the Battalion Chief, be granted special leave with pay for any days on which he/she is able to secure another employee to work in his/her place provided:

- (a) Such substitution does not impose any additional costs on the City.
- (b) Such substitute shall be qualified to perform the duties of the employee replaced.
- (c) The officer in charge of one of the tours in the firehouse is notified not less than one (1) day prior to its becoming effective. In the case of emergency, request may be made by telephone to the officer in charge. The Battalion Chief in charge of the tour of which the substitution is to take place will be notified of the substitution as soon as practicable by the officer in charge of the firehouse on the same tour. Such leave shall not be unreasonably denied.

SECTION 2. The present policy of sick leave at the discretion of the Director shall be continued with such discretion to be exercised as it has been in the past.

ARTICLE XVII

FUNERAL LEAVE

SECTION 1. Five (5) calendar days funeral leave shall be granted without loss of regular pay for all working days included in the (5) calendar day period following the death of the employee's father, mother, wife, child, brother or sister.

SECTION 2. In addition, each employee covered by this Agreement, shall be granted funeral leave without loss of pay of two (2) working days to attend the funeral service of either his/her or the spouse's grandparents, father-in-law, mother-in-law or matters relating to said funeral service or interment or cremation.

Each employee covered by this Agreement shall be granted funeral leave without loss of regular pay of one (1) working day to attend the funeral services of the employee's or his/her spouse's brother-in-law or sister-in-law on the date of interment or cremation.

SECTION 3. Such funeral leave set forth in Section 1 and 2 may be extended at the discretion of the Director or Acting Director of the Department, provided that the exercise of such discretion shall not be the subject of a grievance.

ARTICLE XVIII

ACCRUED LEAVE TIME

SECTION 1. Any employee covered by this Agreement shall earn three (3) calendar days for each year of service which will be accrued as compensatory time leave to be granted upon age and service retirement. Any sick leave time taken during the immediate twelve (12) months preceding retirement date shall be deducted from an employee's accrued calendar leave.

ARTICLE XIX

SENIORITY

SECTION 1. Seniority is defined to mean the accumulated length of service with the Department, computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence for bona fide illness or injury certified by a physician not in excess of one(1) year. Seniority shall be lost and employment terminated if any of the following occur:

- (a) Discharge
- (b) Resignation
- (c) Absence for five (5) consecutive calendar days without leave or notice or justifiable reason for failing to give same.

SECTION 2. Failure to return promptly upon expiration of authorized leave without reasonable notice will subject the employee to disciplinary action.

SECTION 3. The Director shall establish a seniority list which shall be updated on or about January 1 of each year and thereafter posted in each Fire Station with a copy sent to the Financial Secretary of the Union.

ARTICLE XX

PROBATIONARY PERIOD

SECTION 1. To enable the City to exercise sound discretion in the filling of positions within the Fire Department, no appointment to the position of firefighter in the Fire Department shall be deemed final and permanent until after the expiration of such period of probationary service as established by Civil Service Law. At any time during the probationary period of any employee, the City may terminate the employment of such employee. Nothing contained herein shall be used to deny any employee of any rights or any benefits to which he/she may be entitled under the pension provisions of the New Jersey Police and Firemen's Pension System covering employees of the Fire Department.

ARTICLE XXI

TRANSFERS*

SECTION 1. Transfers will be made at the discretion of the Director. When a request for transfer is initiated by the employee, there must be an existing vacancy before such transfer can be made. The Director will not unreasonably deny mutual swaps between companies.

SECTION 2. The Director shall act reasonably in making such transfers and seniority, physical ability and qualifications shall be considered by the Director in making, granting, or denying such transfers.

SECTION 3. As vacancies occur, notice of such vacancy will be posted in each firehouse.

* The City has filed a petition for scope of negotiations determination with regard to this article. The inclusion of this article in the agreement is subject to a determination by the Public Employment Relations Commission on the City's petition concerning its negotiability.

ARTICLE XXII

MANAGEMENT RIGHTS

SECTION 1. The City, subject to this Article as noted in Section 2, hereby retains and reserves unto itself, without other limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, and will exercise such rights in conformity therewith, including, but without limiting or adding to the generality of the foregoing, the following rights:

(a) The executive management and administrative control of the City Government and its properties and facilities and the activities of its employees;

(b) To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

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

SECTION 2. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of policies and the adoption of rules and regulations in accordance with Article XXIII and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

SECTION 3. This agreement is intended to apply only to those terms and conditions of employment which intimately and directly affect the work and welfare of public employees. Nothing contained herein shall be construed to interfere with the exercise of inherent managerial prerogatives pertaining to the determination of governmental policy or to restrict the City in the exercise of its powers, rights, authority, duties or responsibilities under federal or state laws.

SECTION 4. Nothing contained herein shall be construed to deny the Union on behalf of an employee covered by this Agreement from raising a grievance concerning non-disciplinary changes in an employee's status so long as such changes are allegedly violative of this Agreement or department Rules and Regulations.

ARTICLE XXIII
RULES AND REGULATIONS

SECTION 1. The City may establish and enforce reasonable and just rules and regulations in connection with its operation of the Fire Department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Copies shall be furnished to the Union and opportunity for the discussion of the rules and regulations shall be afforded to the Union.

SECTION 2. The Union shall have the opportunity to grieve the continuation of any rule or regulation for a period of thirty (30) calendar days after the execution date of this Agreement or the promulgation of any new or modified rule or regulation contained in the Departmental Manual of Rules and Regulations.

SECTION 3. It is understood that employees shall comply with all such rules and regulations. Employees shall promptly and efficiently execute the instructions and orders of officers and superiors. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule, regulation, order or instructions as a grievance which shall be handled in accordance with the grievance procedure set forth in Article IV of this contract.

SECTION 4. In the event that an employee or employees shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of an officer or other superior, the City shall have the right, at its option, to suspend or discharge the offending employee or employees, subject only to the right of the employee or employees to have the suspension or discharge treated as a grievance. This shall not operate as a stay of the suspension or discharge.

SECTION 5. Nothing contained in this Article shall be construed to give the Director the right to assign firefighters to guard school crossings, or to patrol in vehicles with police except where required for the protection of Fire Department personnel and except as to such employees assigned to the arson squad.

ARTICLE XXIV

BAN ON STRIKES

SECTION 1. It is recognized that the need for continued and uninterrupted operation of the City's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

SECTION 2. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that there will not be and that the Union, its officers, members, agents or principals will not engage in, encourage, sanction, or suggest strikes, slowdowns, lockouts, mass resignations, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance.

SECTION 3. The City shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in a strike, slowdown or other such interference.

SECTION 4. The Union shall not be held liable for unauthorized acts of unit employees.

ARTICLE XXV

NON-DISCRIMINATION

SECTION 1. The parties agree that there shall be no discrimination or favoritism by either party by reason of nationality, race, religion, or political affiliation, age, sex or Union membership or activity.

ARTICLE XXVI

UNION PRIVILEGES

SECTION 1. The Union shall have the right to visit firehouses at all reasonable hours for union business. The Union will not abuse this right. Such visitation shall not interfere with the normal conduct of work within the Department.

SECTION 2. Copies of all general orders, rules and regulations, and communications affecting wages, hours, and other terms and conditions of employment for employees covered by this Agreement shall be furnished to the Union within twenty-four (24) hours of their promulgation.

SECTION 3. The Union may use the Fire Department mail or message routing system and may use firehouse and Fire Department mail boxes. Such use shall be reasonable.

SECTION 4. The City shall provide the following information to the Union in writing as soon as the information is available to the City, or as set forth hereafter:

1. Copy of annual report of director when presented to Mayor and Council;
2. Adopted budget when prepared and distributed to City officials;
3. Annual Financial Statement, whenever submitted to State of New Jersey;
4. Copies of retirement forms when approved by Director;
5. Weekly written reports of hospitalized employees submitted to the Director;
6. In addition, information presently provided by the Fire Department will continue to be so provided.

ARTICLE XXVII

DISCIPLINE AND DISCHARGE

SECTION 1. It is agreed that nothing herein shall in any way prohibit the City from discharging or otherwise disciplining any employee, regardless of his/her seniority, for good and just cause.

SECTION 2. In the event that a discharged employee feels that he/she has been unjustly dealt with, said employee or the Union, with permission of the employee, shall have the right to file a complaint in writing with the City within thirty (30) calendar days from the time of discharge. Said complaint will be treated as a grievance, subject to the grievance and arbitration proceedings herein provided. If no complaint is filed within the time specified, then said discharge shall be deemed to be absolute.

ARTICLE XXVIII

MILITARY CLAUSE

SECTION 1. Any regular employee who enters upon active duty with the military or naval service in time of war or emergency shall be given a leave of absence for, and will accumulate seniority during, such period of service not to exceed four (4) years. Upon the termination of such service, he/she will be reemployed at the rate of pay prevailing for work to which the employee is assigned at the time of reemployment, provided, however, he/she has not been dishonorably discharged, there is work available, he/she is physically, mentally and emotionally able to perform such work, and a written application for reinstatement is made within ninety (90) days after discharge.

ARTICLE XXIX

MUTUAL AID

SECTION 1. Employees while rendering aid to another community under City authorization will be fully covered by workers' compensation and liability insurance and pensions as provided by State Law, and shall receive all of the benefits to which they are entitled while working within the limits of the City of Newark.

SECTION 2. The City shall not require employees covered by this contract to relocate personnel and apparatus on a stand-by basis to other communities whose firefighters or officers are engaged in a job action. This will not preclude the use of personnel and apparatus of the City of Newark to suppress an actual fire when so requested by another community. This provision is subject to and modified by the New Jersey Civil Defense Act and the rules and regulations promulgated thereunder.

ARTICLE XXX

DUTIES OF FIREFIGHTERS

SECTION 1. Employees may be assigned to perform any duty related to firefighting, fire prevention, rescue, salvage, care and maintenance of firefighting equipment apparatus, overhaul work, care, maintenance or housekeeping of firehouses and community relations. It is understood that this will not encompass construction, plumbing, electrical, painting, carpentry, masonry, or other such maintenance work and mechanical work normally performed by non-unit employees.

ARTICLE XXXI

DURATION

SECTION 1. This Agreement shall be effective as of January 1, 1980 and shall remain in full force and effect through December 31, 1981 and thereafter from year to year until terminated. It may be terminated at the end of the term of this contract by notice in writing by one party served thirty (30) days prior thereto upon the other party.

ARTICLE XXXII

LEGAL DEFENSE

SECTION 1. Whenever an employee is a defendant in any action or legal proceeding arising out of the performance of his/her duties, the City shall provide such employee with necessary means for the defense of such action or proceeding, but not for the defense in a disciplinary proceeding against him/her by the City or in a criminal proceeding instituted as a result of a complaint on behalf of the City.

ARTICLE XXXIII

SAVINGS CLAUSE

SECTION 1. Except as noted in this Agreement, neither party waives any statutory rights.

SECTION 2. In the event that any provision of this Agreement shall at any time be declared invalid by Legislative act or any court of competent jurisdiction, or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XXXIV

ON THE JOB TRANSPORTATION

An employee transferred to or from the scene of a fire to or from the fire station shall be provided with transportation by a City vehicle and shall not be required to use his/her own vehicle. In addition, employees shall not be required to use their own vehicles except where this is presently the practice. Present payment for such use shall be continued.

ARTICLE XXXV

OUTSIDE ACTIVITIES

SECTION 1. No fire company will be assigned to outside activities such as drills, inspections or training except for emergency inspections and drills which should be designed for adverse weather conditions when the t-h index is 87 or above or the wind chill factor is 20 or below and/or the temperature is 32 fahrenheit or below. The foregoing restrictions may be relaxed at the discretion of the director so that such activities may be limited at a lower t-h index or a higher wind chill factor.

SECTION 2. The present practice with regard to outside activities shall continue concerning rain and snow.

ARTICLE XXXVI

CONTINUOUS ACTIVITIES AT FIRES

Except where the welfare and safety of the City requires otherwise, it will be the responsibility of the Department to see that fire-fighters working at fires will be relieved after four (4) continuous hours, or such shorter period as the Chief or Acting Chief considers warranted in view of extreme weather or temperature conditions.

ARTICLE XXXVII

PRINTING OF CONTRACTS

Revised contracts consistent with the arbitration award shall be printed by the City and distributed at the Union's discretion by the Union or the City at the City's expense, as in the past.

ARTICLE XXXVIII

HEALTH AND SAFETY

SECTION 1. The City shall attempt whenever possible to provide a place of employment that is reasonably safe and healthful for employees. Nothing in this Article shall be construed to obligate the City to install new equipment or to renovate the present facilities.

ARTICLE XXXIX

RETROACTIVE SALARY INCREASE

All retroactive salary increases shall be paid by separate check on a day other than a regular payday.

ARTICLE XXXX

FIREHOUSES

The City shall maintain the following if originally supplied by the City: stoves and ovens, air conditioners, refrigerators. This obligation is in addition to any other obligation of the City, if any.

ARTICLE XXXXI

FULLY BARGAINED PROVISIONS

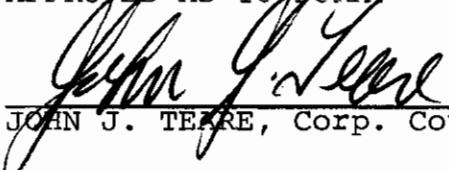
SECTION 1. This Agreement represents and incorporates the complete and final understanding and settlement by the parties. During the term of this Agreement, neither party will be required to negotiate with respect to any matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

SECTION 2. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

WITNESSED:


FRANK D'ASCENSIO, City Clerk
10/21/81

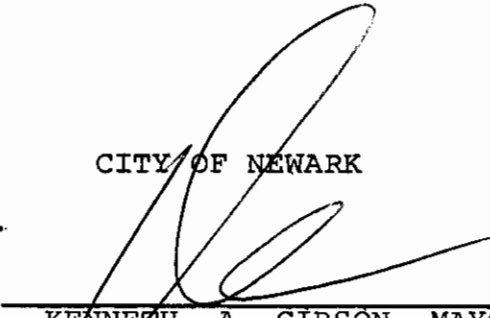
APPROVED AS TO FORM:

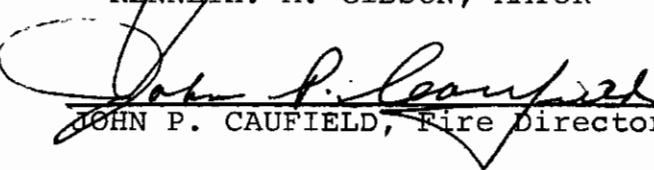

JOHN J. TERRE, Corp. Counsel

WITNESSED:

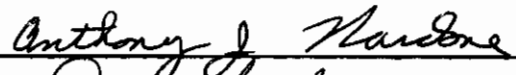

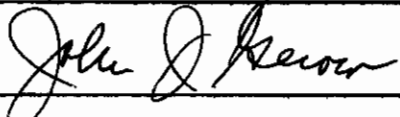


CITY OF NEWARK


KENNETH. A. GIBSON, MAYOR


JOHN P. CAUFIELD, Fire Director

NEWARK FIREMEN'S MUTUAL
BENEVOLENT ASSOCIATION
LOCAL NO. 4

APPENDIX A

This Appendix A is annexed to and made part of this Agreement.

<u>POSITIONS</u>	<u>EFFECTIVE DATE</u>	<u>ANNUAL MINIMUM SALARY</u>	<u>MIDDLE STEP</u>	<u>ANNUAL MAXIMUM SALARY</u>
Firefighter	1/1/80	\$16,673.11	\$17,411.48	\$18,158.94
	1/1/80	17,506.77	18,282.05	19,066.89
	7/1/80	18,207.04	19,013.33	19,829.57
Salvageman	1/1/80	16,673.11	17,411.48	18,158.94
	1/1/81	17,506.77	18,282.05	19,066.89
	7/1/81	18,207.04	19,013.33	19,829.57
Fire Alarm Operator	1/1/80	16,673.11	17,411.48	18,158.94
	1/1/81	17,506.77	18,282.05	19,066.89
	7/1/81	18,207.04	19,013.33	19,829.57
Lineman	1/1/80	16,673.11	17,411.48	18,158.94
	1/1/81	17,506.77	18,282.05	19,066.89
	7/1/81	18,207.04	19,013.33	19,829.57

The increment schedule for the hereinabove noted positions shall consist of minimum, middle step and maximum. Each step shall consist of one-half of difference between minimum and maximum.

"Increment" shall mean an annual increase to take effect on January 1st in each year provided, however, any person appointed to any position herein set forth on or after September 1 in any year shall not be entitled to a first increment until the second January 1 following the date of appointment.

Every employee promoted to any position herein set forth shall receive for the first year of service the minimum salary established for such position, and in addition thereto for each year of service thereafter receive an increment until such person shall have attained the maximum salary established for such position.