

July 3, 2025

PERSONNEL COMMITTEE

July 7, 2025

Council Chambers

Committee and Council Meetings can be viewed by accessing YouTube

Following Rules Committee

AGENDA

1. Consider **Ordinance No. 25-25** AN ORDINANCE APPROVING, ACCEPTING, RATIFYING AND ADOPTING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF NEWARK, OHIO, AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 109, PROVIDING FOR THE APPLICATION OF ALL TERMS, CONDITIONS, AND BENEFITS OF SAID AGREEMENT, EFFECTIVE AUGUST 1, 2025 THROUGH JULY 31, 2028, ABOLISHING THE CURRENT EMPLOYMENT AGREEMENT WITH THE EFFECTIVE DATES OF DATE OF EXECUTION THROUGH JULY 31, 2025, AND REPEALING ALL ORDINANCES AND RESOLUTIONS IN CONFLICT WITH THE PROVISIONS OF SAID EMPLOYMENT AGREEMENTS AND DECLARING AN EMERGENCY.

2. Other items at the discretion of the Chair

BY _____

AN ORDINANCE APPROVING, ACCEPTING, RATIFYING AND ADOPTING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF NEWARK, OHIO, AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 109, PROVIDING FOR THE APPLICATION OF ALL TERMS, CONDITIONS, AND BENEFITS OF SAID AGREEMENT, EFFECTIVE AUGUST 1, 2025 THROUGH JULY 31, 2028, ABOLISHING THE CURRENT EMPLOYMENT AGREEMENT WITH THE EFFECTIVE DATES OF DATE OF EXECUTION THROUGH JULY 31, 2025, AND REPEALING ALL ORDINANCES AND RESOLUTIONS IN CONFLICT WITH THE PROVISIONS OF SAID EMPLOYMENT AGREEMENTS AND DECLARING AN EMERGENCY.

WHEREAS, the City of Newark and the International Association of Firefighters Local 109, entered into an Employment Agreement, the effective date beginning after this Council's acceptance of the fact finders report by way of Ordinance 22-48 on November 21, 2022 and continuing through July 31, 2025; and,

WHEREAS, the City of Newark, has tentatively reached an agreement concerning economic and non-economic employment facts, with the International Association of Firefighters Local 109, which would replace the current employment contract and be in effect from August 1, 2025 through July 31, 2028; and,

WHEREAS, this Council is charged by Section 731.08 of the Ohio Revised Code, with the ultimate responsibility of fixing, by ordinance or resolution, the respective salaries and compensation of the officers, clerks and employees in each department of the City government; and,

WHEREAS, an emergency is hereby declared to exist in order to preserve the public health, safety and welfare of the citizens of the City of Newark as it is immediately necessary to establish the policies and terms herein; and,

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEWARK, COUNTY OF LICKING AND STATE OF OHIO, THAT:

Section 1: The Employment Agreement and the Memorandum of Understanding prepared and submitted by the City of Newark and the International Association of Firefighters Local 109, setting forth provisions providing for compensation, fringe benefits, working conditions, grievance procedures, and collateral matters concerning personnel of the International Association of Firefighters Local 109, is hereby approved, accepted, ratified and adopted.

Section 2: The purpose of the Employment Agreement and the Memorandum of Understanding is to define all relevant terms, specify the class of employees who are affected by the Agreement, set forth certain authorized and unauthorized employment practices, provide for rates of compensation

for the class of employees specified, guarantee certain fringe benefits, set forth various grievance procedures, and otherwise provide for all related personnel employment matters which constitute the complete and entire Agreement relating to the employer/employee relationship between the City of Newark and the employees of the International Association of Firefighters Local 109.

- Section 3: A complete copy of the Employment Agreement and the Memorandum of Understanding shall be kept on file with the Clerk of Council for inspection by the public. Copies shall be made available for distribution to the public at cost.
- Section 4: With the exception of the matter identified in the Memorandum of Understanding which specifically provides for the mechanism of adoption of a particular term of the contract, the benefit and wage provisions and all other provisions of the Employment Agreement are effective on August 1, 2025 through July 31, 2028.
- Section 5: All ordinances, resolutions, sections of the Codified Ordinances, or parts thereof which are inconsistent with any provision within the subject Employment Agreement are hereby repealed. Matters not specifically repealed hereby, to include matters of custom and practice, which are not directly treated or otherwise dealt with by the Employment Agreement, shall be interpreted, construed, and applied in such a way as to render the interpretation, construction, and application as consistent with the purpose and intent of the Employment Agreement as is possible.
- Section 6: WHEREAS, an emergency is hereby declared to exist in order to preserve the public health, safety and welfare of the citizens of the City of Newark as it is immediately necessary to establish the policies and terms herein. Therefore, this legislation shall become effective immediately upon passage in accordance with Article 4.06 of the City Charter.

Passed this _____ day of _____, 2025.

PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

DATE FILED WITH MAYOR: _____

DATE APPROVED BY MAYOR: _____

MAYOR

FORM APPROVED: _____
DIRECTOR OF LAW

Prepared by the Law Director's Office

1 **COLLECTIVE BARGAINING AGREEMENT**



3 **BETWEEN THE**
4
5 **CITY OF NEWARK, OH**

6
7 **AND THE**
8
9 **INTERNATIONAL ASSOCIATION**
10
11 **OF**
12
13 **FIREFIGHTERS**
14
15 **LOCAL 109**

16
17
18
19
20 **~~DATE OF EXECUTION~~**
21 **AUGUST 1, 2025**

22
23 **THROUGH**
24
25
26 **July 31, ~~2025~~2028**
27

CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
202~~52~~-202~~85~~ COLLECTIVE BARGAINING AGREEMENT

INDEX [N.b., to be updated when CBA is finalized]

ARTICLE NUMBER	DESCRIPTION	PAGE NUMBER
	Preamble/Purpose	4
1	Recognition	4
2	Management Rights	5
3	Non-Discrimination	6
4	Union Security	6
5	Union Representation	8
6	Grievance Procedure	9
7	Work Rules	12
8	Shift Exchange	12
9	Staffing of Companies	13
10	Light Duty	14
11	Credit Union	14
12	Labor-Management Committee	14
13	Holidays	14
14	Vacations	15
15	Sick Leave	16
16	Conversion of Unused Sick Leave	19
17	Bereavement Leave	19
18	Injury Leave	20
19	Tardiness	21
20	Hours	21
21	Overtime Pay	22
22	Compensatory Time	23
23	Leave of Absence	24
24	Working Out of Classification	24
25	Quartermaster System	25

CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT

26	Longevity	28
27	Hospitalization, Medical and Life Insurance	29
28	Operators Insurance	31
29	No Strike/No Lockout	32
30	Waiver In Case of Emergency	32
31	Savings Clause	32
32	Differential	33
33	Military Leave	33
34	Personnel Reduction	34
35	Promotions	34
36	Assignments	37
37	Corrective Action and Personnel Records	37
38	Medical Records	39
39	Wage Table of Base Wage Rates	39
40	Contracting Out	39
41	Tuition Reimbursement	40
42	Paramedic Certification	41
43	Training and Continuing Education	41
44	Direct Deposit of Pay	42
45	Employee Drug Testing	42
46	Jury Duty	49
47	Health Related Fitness Program	49
48	Payout of Vacation, Sick Leave and Compensatory Time	53
49	Duration of Agreement	54
	Execution	55
	Wage Schedule	Appendix A

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9

3
4
5
6
7
8
9

6
7
8
9

- 10
-
- 11
-
- 12
-
- 13
-
- 14
-
- 15
-
- 16
-
- 17
-
- 18
-
- 19
-
- 20
-
- 21
-
- 22
-
- 23
-
- 24
-
- 25
-
- 26
-
- 27
-
- 28
-
- 29
-
- 30
-
- 31

33
34

37

39
40
41
42
43

45
4649
50

CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
202~~52~~-202~~85~~ COLLECTIVE BARGAINING AGREEMENT

concerning collective relationships set forth in this Agreement may be served. This designation shall be kept current at all times, and shall include the following:

- 1) Employee's name,
- 2) Address,
- 3) Telephone number,
- 4) Classification, and
- 5) Union office held

Tentative Agreement: 4/2/2025
(No Change)

ARTICLE 2 **MANAGEMENT RIGHTS**

Section 2.1 **Managements Rights** Nothing herein shall be construed to restrict any constitutional, statutory, or inherent exclusive appointing authority rights with respect to matters of general managerial policy. The Employer retains the right and the authority to administer the business of the City, and in addition, all other functions and responsibilities, which are not specifically modified by this Agreement. The Union shall recognize the Employer has and will retain the full right and responsibility to direct the operations of the City, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:

- A. To perform all functions of the City as outlined by statute, or ordinance;
- B. To manage and direct its employees, including the right to select, hire, promote, demote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for just cause, and to maintain discipline among employees;
- C. To manage and determine the locations, type and number of physical facilities, equipment, programs and the work to be performed;
- D. To determine the City's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes within the provisions of this Agreement;
- E. To determine the size and composition of the work force and the City's organizational structure, including the right to lay off employees from duty due to lack of work, or austerity programs;
- F. To determine the hours of work, work schedules, and to establish the necessary work rules for all employees;
- G. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- H. To determine the necessity to schedule overtime and the amount required thereof;
- I. To determine the City's budget and uses thereof;
- J. To maintain the security of records and other pertinent information;
- K. To determine and implement necessary actions in emergency situations;
- L. To set standards of service to be offered to the public according to State law or State regulations; and
- M. To train and retrain employees so that they may efficiently perform their jobs.

**CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT**

Section 2.2 Exclusive Functions The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the exclusive function of the Employer.

**Tentative Agreement: 4/2/2025
(No Change)**

ARTICLE 3 NON-DISCRIMINATION

Section 3.1 Gender All references to employees in this Agreement shall be applicable to both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 3.2 Union Membership The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union.

Section 3.3. Union Responsibilities The Union recognizes its responsibility as bargaining agent and agrees to equally represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 3.4 Grievance Process The Union agrees not to interfere with the rights of employees to be non-union members or present a grievance in accordance with Ohio law.

**Tentative Agreement: 4/2/2025
(No Change)**

ARTICLE 4 UNION SECURITY

Section 4.1 Union Dues It is agreed that the Union shall indemnify and hold harmless the City from any and all claims, demands, and expenses incurred in the defense against such claims and demands, made by an employee in the bargaining unit against the City as a result of the Union's establishment of an amount which it considers to be Union dues and the check-off of Union dues

The Employer shall provide a check-off for the payment of regular monthly Union dues upon receipt of a certified list of employees from the Financial Secretary of the Union designating those employees in the bargaining unit who are subject to the Union dues. With reference to bargaining unit employees who are also Union members, the certification shall be accompanied by a voluntarily signed authorization of an employee on a form provided by the Union authorizing the Newark City Auditor to provide a check-off on the wages of any Union member for the payment of regular monthly Union dues.

Such written authorization by the employee for dues check-off shall be valid for the duration of this Agreement unless such authorization is withdrawn by written notice served upon the City Auditor by the employee. Any costs in making such voluntary check-off, except as discussed above, shall be borne by the Employer.

CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT

The total amount of deductions for Union dues shall be remitted each month by the Employer to the Financial Secretary of the Union. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 4.2 Check Off Exemption The Employer shall be relieved from making such “check-off” deduction for Union dues upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law, or (f) unlawful work stoppage.

Section 4.3 Insufficient Wages The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues period involved, shall have failed to receive sufficient wages to equal the dues deductions and the applicable statutory minimum wage.

Section 4.4 Claims of Error Notwithstanding the other Sections of this Article, it is agreed that neither the employees nor the Union shall have a claim against the employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within thirty (30) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that Union dues will normally be made. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

Section 4.5 Cancellation of Dues All dues deduction, at the Employer’s option upon written notice by certified mail to the Union representative, may be canceled upon the termination date of this Agreement. All dues deductions for any month in which Union members individually or collectively engage in a strike, may be canceled at the Employer’s option without advance notice to the Union.

Tentative Agreement: 4/2/2025
(No Change)

ARTICLE 5 UNION REPRESENTATION

Section 5.1 Union Representation The Union representatives shall confine their Union activities to the investigation and processing of grievances, or attending meetings as authorized by this Agreement, so as not to interfere with any employee’s normal assigned work location, until released by the Fire Chief or designated representative, which release shall not be withheld where the Union gives the Chief (or his/her designated representative) seventy-two (72) hours advance, written notice or, if it is impossible to give seventy-two (72) hours advance, written notice, such other notice as is feasible. Union representatives shall not utilize City vehicles for travel to conduct Union business, except to the extent authorized in advance by the Fire Chief, or his/her designated representative.

Section 5.2 Union Leave For Seminar, etc. Any Union representative shall cease unauthorized Union activities immediately upon any order by the supervisor of the area in which the Union activity is being conducted, or upon the order of the platoon supervisor. Any violation of the rules of this Article shall subject the employee to disciplinary actions.

The Union shall be credited each calendar year a total of two hundred sixteen (216) hours, which may be used by uniformed personnel of the Division of Fire for attending conferences, seminars, district meetings, and Union activities upon the prior written approval of the Fire Chief, which approval shall not be withheld where the Union gives the Fire Chief, or his/her designated representative seventy-two (72)

CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT

hours advance, written notice or, if it is impossible to give seventy-two (72) hours advanced, written notice, such other notice as is feasible.

No more than forty-eight (48) unused hours provided in accordance with this Article shall be carried over for use in the next calendar year.

Each member of the Union Executive Board may use up to 24 hours annually of the Union's allotted credit of time under this section for meetings with the Fire Chief and/or Director of Public Safety to discuss labor-management issues. Executive Board members shall not use this time for grievance hearings, arbitrations, contract negotiations, disciplinary proceedings, pre-disciplinary hearings, or investigatory interviews.

Time spent on authorized business under this provision shall be compensable at the rate of pay for each individual who participates for those days the employees was scheduled to work. Payment shall be made directly to the individual participants. Persons authorized to participate in a function or functions which qualify for compensation under this provision shall be chosen by the executive body of the Union Local.

Section 5.3 Request For Union Leave When Union leave is requested under the provisions of this Article, the representative requesting such leave shall specify in the request for leave the nature of use of leave, the location where he/she will be located, and the expected time to be used. Union time off is for a minimum of three (3) hours.

Section 5.4 Union Leave For Contract Matters Union time off shall not be required and not charged for designated members participating in contract negotiations, arbitration, fact finding, or disciplinary hearings, or any other similar meetings that the city required the unions attendance and that the Fire Chief or his designee approves. If on duty, the designated representatives will be given the needed time off to attend such meetings or hearings as paid time off. Time spent on authorized business under this provision shall be compensable at the rate of pay for each individual who participates for those hours the employees was scheduled to work. Payment shall be made directly to the individual participants.

Tentative Agreement: 4/2/2025
(No Change)

ARTICLE 6 GRIEVANCE PROCEDURE

Section 6.1 Definitions, Limits On Procedure The term "grievance" shall mean an allegation by a bargaining unit employee, the Union, or the Employer that there has been a breach, misinterpretation, or improper application of this Agreement. For purposes of this article, the term "working days" is defined as Monday through Friday and excluding Holidays.

It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement. As this Agreement provides for final and binding arbitration of grievances, the parties to this Agreement shall be subject solely to the grievance procedures set forth below and the Newark Civil Service Commission shall have no jurisdiction to receive or determine any appeals relating to matters which are subject to this grievance procedure. For matters not subject to arbitration the parties retain common law, constitutional, and statutory rights.

CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT

The Union may file and process grievances on behalf of a group of employees if the Union is requested to do so by the employees. In the event a group grievance is filed the grievance must identify the employees of the group.

Section 6.2 Time To File Grievance, Committee All grievances must be processed at the proper step in the progression in order to be considered at any subsequent step, except that any grievance challenging an act or decision of the Fire Chief or person above the Fire Chief may, at the option of the grievant, be filed in the first instance at Step 3 of the grievance procedure, within the time period established by this section. In the event any step of the grievance procedure requires submission of the grievance to a vacant position in the chain of command, the grievance may be submitted to the next highest step.

~~Oral and written reprimands cannot be arbitrated.~~

In order for a grievance to be considered under the procedure, it must first be submitted to the Union for review to ensure that the grievant has completed the grievance form properly and identified the specific applicable agreement article(s), under the procedure, it then must be filed in writing at the appropriate step within ten (10) working days of the occurrence of the event giving rise to the grievance. The Union shall establish a grievance processing committee to review such grievance forms and advise employees how to properly file an effective grievance. Notwithstanding the foregoing, no grievant is required to obtain the Union's approval or permission before submitting a grievance.

Section 6.3 Advancement of Grievances Any employee or the Union may withdraw a grievance filed by the employee or the Union respectively, by submitting in writing a statement to that effect, or by allowing the time requirements at any step to lapse without further appeal.

If at any step the grievant or the Union, as applicable, does not submit the grievance in the manner and time limits provided in this Article, the right to pursue a grievance shall be considered waived by the Union and grievant without any further appeal or reconsideration under the grievance and arbitration provisions of this Agreement.

A grievance not responded to by the Fire Chief, or the Safety Director or their designated representatives with the time limits prescribed in their respective steps of the grievance procedure, shall be considered a proper denial of the grievance on the date the answer was due, and the grievance. Any grievance not answered by management within the stipulated time limits shall be considered automatically advanced to the next step of the grievance procedure on that date.

All time limits on grievances may be waived or extended upon mutual consent of the parties. Upon mutual written agreement the parties may waive steps of the grievance procedure. Upon mutual agreement, the parties may attempt to resolve the grievance through mediation. Upon mutual agreement of the parties, any grievance may be withdrawn or settled at any step on a non-precedent setting basis.

Section 6.4 Grievance Steps The following steps shall be followed in the processing of a grievance and all grievances will be numbered and kept track of by date of occurrence.

Step 1: Assistant Chief or Designee

The grievant shall submit a written grievance to his/her Assistant Chief or designee within the time frame set forth in Section 6.2. The written grievance at this Step and at all Steps hereafter, shall contain the following information:

**CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT**

- 1) Employee's name,
- 2) Employee's classification,
- 3) Work location,
- 4) Employee's immediate supervisor,
- 5) Date grievance occurred,
- 6) Date grievance was submitted,
- 7) Location where grievance occurred (if applicable),
- 8) The article(s) and/or sections of the Agreement that has allegedly been violated,
- 9) A statement of the grievance and the facts upon which it is based,
- 10) The remedy or adjustments sought, and
- 11) Signature of the aggrieved employee or union representative.

The Assistant Chief or designee shall investigate the grievance and submit this recommendation for resolution of the grievance to the Fire Chief and to the filing party within ten (10) working days of its receipt. The written recommendation at this Step and Employer's response in all Steps hereafter shall contain the following information:

- 1) An affirmation or denial of the facts upon which the grievance was based;
- 2) The remedy or adjustment, if any, to be made; and
- 3) The signature of the appropriate Employer representative.

If the grievance is not appealed to the second (2nd) Step by the filing party or if the Assistant Chief's or designee's recommendation is not rejected by the Fire Chief within five (5) working days after receipt of the Assistant Chief's or designee's answer, the grievance shall be considered satisfactorily resolved.

Step 2: Fire Chief

If the grievance is not resolved at Step 1 the grievant may, within ten (10) working days following receipt of the Step 1 answer or the Fire Chief's rejection of the Step 1 recommendation, whichever is later, file a written appeal with the Fire Chief or designee. The Fire Chief, or the Chief's designee, shall hold a grievance meeting with the grievant and an Executive Board member and/or an attorney within ten (10) working days following receipt of the written grievance unless otherwise agreed to by the parties. The Fire Chief or the Chief's designee shall investigate the facts and reply to the filing party in writing within ten (10) working days after a meeting.

If the grievance is not appealed to the Step 3 by the filing party within ten (10) working days after receipt of the Fire Chief's answer, it shall be considered to be satisfactorily resolved.

Step 3: Safety Director

If the grievance is not resolved at Step 2, the grievant may, within ten (10) working days of the Step 2 answer, file a written appeal with the Office of the Safety Director. The Safety Director or the Director's designee shall investigate and hold a grievance meeting with the aggrieved employee, and if requested by the grievant, an Executive Board member and/or an attorney within ten (10) working days of the Director's receipt of the appeal, unless otherwise agreed by the parties. The Director or his designee shall reply to the grievance in writing within ten (10) working days after the completion of the meeting.

~~The Employer may have up to two (2) representatives, one of which shall be the Director of Human Resources or his/her designee. The Director may request that appropriate representatives of the City attend the grievance meeting.~~

**CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT**

Within ten (10) working days of the receipt of the notice of discipline imposed by the Safety Director pursuant to section 37.4, a bargaining unit member may grieve directly to Step 3. If the grievance is not resolved at Step 3, the union may submit the grievance to the Human Resources Director for arbitration in accordance with Section 6.5, below.

Alternatively the union within ~~fourteen-ten~~ (4410) working days of the discipline imposed by the Safety Director may bypass Step 3 and file a grievance with the Human Resources Director requesting arbitration in accordance with Section 6.5, below. ~~The parties may agree to mediation before the arbitration process. Upon completion of the mediation process without resolution or upon the request of either party, the grievance may be taken to arbitration in accordance with Section 6.5, below.~~

Section 6.5 Arbitration

If the grievance is not resolved at Step 3, the Union may submit the grievance to binding arbitration; provided, however, that oral and written reprimands shall not be arbitrated. [N.b., moved here from Section 6.2]. Additionally, while a probationary employee may file grievances under this Article, the removal of a probationary employee shall not be arbitrated.

In order for the Union to invoke the arbitration provision of this Agreement, the Union must file copies of the grievance and a written notice of intent to arbitrate with the Human Resources Director. If a copy of the grievance and written notice of intent to arbitrate is not received by the Human Resources Director within ten (10) working days of the issuance of the Safety Director's answer at Step 3, or by the time mutually extended by the parties, the grievance shall be considered to be satisfactorily resolved.

The parties may choose by mutual agreement to participate in mediation before proceeding to an arbitration hearing. Upon completion of the mediation process without resolution or upon the request of either party, the grievance may be taken to arbitration in accordance with this section. The parties' mutual submission of a grievance to mediation does not toll the deadline to provide written notice of intent to arbitrate as set forth in this Section 6.5, unless otherwise agreed by the parties.

~~A grievance that is not settled as provided above may be submitted to arbitration provided that written notice of such intention is given by the Union to the Human Resources Office of the City within fourteen (14) working days of the filing of the Step 3 answer or upon completion of the mediation process.~~

Within ten (10) working days of the Union's submission of a written notice of intent to arbitrate, or the conclusion of a mediation process without resolution, whichever is later, the Human Resources office shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). The cost of the list will be split 50/50 between the city-City and the union-Union. Upon receipt of the list from FMCS the city-City shall provide the union-Union a copy of the list. The city-City and the union-Union shall ~~meet-confer~~ within ten (10) working days to select an arbitrator from the list. The Arbitrator shall be chosen mutually by the parties or from the panel of seven (7) ~~disinterested-nominees~~ arbitrators to be selected-provided by the Federal Mediation and Conciliation Service. A flip of a coin will determine who strikes a name from the list first. The party chosen shall strike one name from the list of names, and then the other party shall strike a name. Such alternate striking shall continue until only one names remains. The name remaining after the others have been so removed shall be the Arbitrator.

The decision of the arbitrator shall be final and binding on the parties. The Arbitrator shall be limited to the settlement of the specific claims arising from the grievance. In the event of a monetary award, the arbitrator shall limit any retroactive pay to the date of the occurrence of the event giving rise to the grievance. Each party hereto shall pay the expenses incurred in the presentation of its own case. The expenses of the arbitrator shall be borne by the losing party. If there is a dispute as to which is the losing

**CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
202~~52~~-202~~85~~ COLLECTIVE BARGAINING AGREEMENT**

party, the arbitrator will be requested to designate a losing party. Expenses, if any, of the witnesses shall be borne by the party calling the witness. The fees of a court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

Tentative Agreement: 4/10/2025

ARTICLE 7 WORK RULES

Section 7.1 City Responsibility The Union recognizes that the Employer or its designee(s), in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures, and directives, consistent with statutory authority, to regulate the personal conduct of employees and the conduct of the Employer's services and programs. It is the City's intention to allow Union participation in the development of rules as well as continuing discussion of current work rules.

Section 7.2 Application Of Rules Work rules, policies, and directives, should be interpreted and applied uniformly to all employees under similar circumstances. Work rules shall not be adopted that are in violation of the express terms of this Agreement.

Section 7.3 Distribution and Content of Rules It is agreed that, where the Employer has determined that written work rules are necessary, and to the extent any work rules have been or will become reduced to writing, the Employer will make them available to the employees by maintaining at least one read only link and/or electronic copy in each station and providing a read only line and/or electronic copy of the work rules to each bargaining unit member. Link and/or electronic copies of proposed new work rules, or proposed amendments to existing written work rules, will be furnished to representatives of the of the Union prior to becoming effective. All copies either printed or electronic or current, new or revised rules will contain the following information: subject, author or employee written by, date it was approved by Fire Chief, date IAFF Local 109 was given notice and date of implementation.

Section 7.4 Notice of Changes The parties recognize it is the philosophy of the employer to inform Employees in advance of any change in the work rules. Notice shall be given at least seven (7) days in advance of the effective date of new or amended rules. This notice shall be through general distribution of a memorandum with line and/or electronic copies provided to the Union prior to the effective date of the new work rule.

Section 7.5 Employee Responsibilities This Section shall not be interpreted in any manner to relieve an employee of his/her responsibilities to follow the established rules and procedures of good conduct whether or not such rules and procedures have been reduced to writing.

**Tentative Agreement: 4/2/2025
(No Change)**

ARTICLE 8 SHIFT EXCHANGE

Section 8.1 Shift Exchange and Approval Employees shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department and is mutually agreed to by the Chief of the Department or the Chief's designee.

- 1
- 2
- 3
- 4
- 5

6 **Section 8.3 Early Relief/Holdover Trades** Early relief trades or hold over between employee(s) of
7 four (4) hours or less shall not require a pay back, but shall require a trade card, and must be approved by
8 the Assistant Chief or the Acting Assistant Chief on duty. Should an Employee need an early relief or
9 hold over for less than one (1) hour, the employee may do so with verbal permission of the Assistant
10 Chief on duty, and this will not require a trade card. Any employee who is holding over for another
11 employee, and has the permission to do so by the Assistant Chief or the Acting Assistant Chief on duty,
12 shall not be subject to call-in.
13

14 **Section 8.4 Rules for Trades** The following rules shall prevail for trading of time, including
15 Kelly Day trades, except as stated in this section:

- 17 1) All trades shall be returned prior to any change in classification.
18 2) All trades shall be of an equal number of hours.
19 3) There shall be no trades involving more than two (2) employees
20 4) Firefighters are not permitted to trade with probationary firefighters who have less than six (6)
21 months service on the Department.
22 5) Officers may only trade with another officer of the same rank, or next rank above or below.
23 Except that Lieutenants may trade with the top ten (10) candidates on the Lieutenants
24 promotional list. The candidate working in the trade position will work as an acting Lieutenant.

25 Rules 4 and 5 do not apply to Kelly Day trades.

26 **Section 8.5 Failure to Report** Any employee failing to present himself/herself for work as
27 required by a shift exchange, shall be subject to disciplinary action and/or revocation of his/her right to
28 exchange shifts.

30 **Tentative Agreement: 4/2/2025**
31 **(No Change)**

ARTICLE 9

STAFFING OF COMPANIES

36 The Employer pledges to make a concerted effort to maintain sufficient staffing of each company,
37 within the financial capability of the City, to provide an adequate number of personnel to effectively
38 protect the citizens of Newark and firefighting personnel.

40 The Union pledges to make a concerted effort to cooperate with the Employer in reducing the
41 amount of absences in the Fire Department.

43 This provision shall not be construed as prohibiting the Employer from laying off employees due
44 to lack of work or lack of funds, or from temporarily revising the manning levels due to excessive
45 absenteeism, or financial limitations. Statutory procedures regulating layoffs shall be followed.

**CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT**

**Tentative Agreement: 4/2/2025
(No Change)**

ARTICLE 10 LIGHT DUTY

Members unable to perform their regular job may be assigned light duty work by the Chief, provided light duty work is available.

**Tentative Agreement: 4/2/2025
(No Change)**

ARTICLE 11 (RESERVED)

**Tentative Agreement: 4/2/2025
(No Change)**

ARTICLE 12 LABOR-MANAGEMENT COMMITTEE

Section 12.1 Labor Management Committee A Labor-Management Committee is hereby established. The Committee shall consist of four (4) Union representatives and four (4) employer representatives, which may include bargaining unit members. The Committee shall meet at least once every three (3) months, unless both parties agree a meeting is not needed, to discuss all matters of mutual concern and the Committee shall have the authority to make recommendations to the Union and the City. Parties shall submit agendas for meetings seven (7) calendar days in advance of the scheduled Labor-Management Committee meetings.

**Tentative Agreement: 4/2/2025
(No Change)**

ARTICLE 13 HOLIDAYS

Section 13.1 Holidays The following holidays are those which shall be recognized and observed by staff personnel in the Fire Department:

- 1) New Year's Day
- 2) Martin Luther King Day
- 3) President's Day
- 4) Memorial Day
- 5) Independence Day
- 6) Juneteenth
- 7) Labor Day
- 8) Veteran's Day
- 9) Election Day (12:00 noon to 5:00 p.m.)
- 10) Thanksgiving Day
- 11) Christmas Eve

CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT

- 12) Christmas Day
- 13) Employee's Birthday
- 14) Floating Holiday (1)

Section 13.2 Staff Holiday Hours Members assigned to staff duty shall receive those holidays listed in Section 13.1 off with pay, with the time off deducted from the member's bank of holiday hours accumulated pursuant to Section 13.3, below. Those members also shall be eligible to work and at their option may work the holiday listed in Section 13.1. Members working those holidays shall receive their normal pay and no hours shall be deducted from the member's bank of holiday hours, for all hours worked on the holiday.

Section 13.3 Holiday Hours, Use of Holiday Hours, Cash Out Effective January 1 of each year all members shall receive two hundred (200) holiday hours providing the annual budget has been balanced for that year, otherwise each employee will receive the ratio proportion directly related to budget that the City is using as the interim budget. (Example: if the city is operating on an interim budget say of 25% then each employee may receive that same amount of eligible hours for that year), until the annual budget has been approved, then the employee will receive the balance of the two hundred (200) holiday hours.

Holiday hours may be used as time off during the year, cashed in during the year upon thirty (30) days written notice to the City, or carried over to the following year. Holiday hours used as time off may be taken in hourly increments, with a minimum use of three (3) hours. The maximum number of hours that can be carried over to the following year is twenty-four (24). Any holiday hours not carried over to the following year or not used or cashed in during the year shall be cashed in and paid to the member on the last paycheck of the year.

Section 13.4 Prorated Holidays An employee that is hired during the year will receive holiday hours on a prorated basis. An employee separating from the city prior to December shall also have their holiday hours pro-rated.

Tentative Agreement: 6/30/2025
(No Change)

ARTICLE 14 VACATIONS

Section 14.1 Vacation Credits, Increments [Bargaining unit employees shall accrue vacation leave in accordance with the following bi-weekly accrual schedule:](#)

Completed Years of Service at Newark Division of Fire	Biweekly Accrual Rate	Annual Hours
Less than one (1) year	4.62 hours per biweekly pay period	120 hours
At least seven (7) years, but less than fourteen (14) years	7.38 hours per biweekly pay period	192 hours

CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT

<u>At least fourteen (14) years, but less than twenty-one (21) years</u>	<u>10.154 hours per biweekly pay period</u>	<u>264 hours</u>
<u>At least twenty-one (21) years of service</u>	<u>12.0 hours per biweekly pay period</u>	<u>312 hours</u>

Employees who reach a new service milestone in the preceding table shall begin accruing vacation leave at the higher rate on the first day of the pay period that begins after their anniversary date of employment with Newark Division of Fire.

Formatted: Font: Not Bold

After one (1) year of employment with the City, each bargaining unit employee shall earn one hundred and twenty (120) hours of vacation leave. One (1) year of service shall be computed on the basis of the completion of twenty-six (26) biweekly pay periods.

Formatted: Font: Not Bold

Any bargaining unit employee with seven (7) years of service shall have earned and is entitled to one hundred and ninety-two (192) hours of vacation leave with full pay in the eighth year. Any such full-time employee with fourteen (14) or more years of service with the City shall have earned and is entitled to two hundred and sixty-four (264) hours of vacation leave with full pay commencing with the employee's anniversary date in the fifteenth (15) year. Any such full-time City employee with twenty-one (21) or more years of service with the City shall have earned and is entitled to 312 hours of vacation leave with full pay commencing with the employee's anniversary date in the twenty-second (22) year.

Section 14.2 Biweekly Accrual Rates Vacation leave shall accrue to any such employee at the rate of 4.62 hours each biweekly pay period for those entitled to one hundred and twenty (120) hours of vacation leave per year; 7.38 hours each biweekly pay period for those entitled to one hundred and ninety-two (192) hours of vacation leave per year; 10.154 hours each biweekly pay period for those entitled to two hundred and sixty-four (264) hours of vacation leave per year; 12.0 hours each biweekly pay period for those entitled to three hundred and twelve (312) hours of vacation leave per year.

Section 14.32 Twelve Month Minimum Service Accrued vacation leave may be taken after completion of twelve (12) months of service and not before.

Section 14.43 Vacation Leave Carryover An employee may accumulate and carry over vacation leave to the following year. However, no vacation leave shall be carried over under any circumstances for more than four (4) years.

Section 14.54 Payout of Leave Upon termination or separation from employment, an employee is entitled to compensation at his/her current rate of pay for any accrued and unused vacation leave in 14.43 above, up to the maximum of vacation leave that could be accrued in the employee's last three years of employment, provided that such employee is not dismissed for cause.

Section 14.65 Payout at Death In the case of the death of a City employee, the accrued and unused vacation leave shall be paid forthwith to the employee's spouse or other written designee. If there is no surviving spouse, or other written designee, it shall be paid to the estate of the employee.

Section 14.76 Scheduling of Vacation Leave For purpose of manpower scheduling, the vacation list shall be passed around for sign up by seniority on each platoon commencing no later than December 1 for the up-coming year.

CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
202~~52~~-202~~85~~ COLLECTIVE BARGAINING AGREEMENT

Vacation sign-up commencing on December 1 for the coming year shall be in accordance with SOP 100.07 in effect as of July 30, 2015 unless SOP 100.07 is changed by mutual agreement of the union and the city.

Section 14.87 Schedules Subject Approval Vacation schedules are subject to the approval of the Fire Chief or the Chief's designee. Due consideration for individual employee convenience and seniority will be given, but the needs of the City in scheduling workloads will be the controlling factor. Notwithstanding at least two (2) employees but no more than three (3) employees shall be permitted off on vacation or holiday hours or compensatory time. Three (3) employees will only be allowed off on vacation, holiday hours, or compensatory time during the week of leap year where there are no Kelly days.

Section 14.98 Use of Leave, Kelly Days A minimum of three (3) hours of vacation or holiday hours must be used. At least two (2) employees but no more than three (3) employees shall be permitted off on vacation or holiday hours or compensatory time. Three (3) employees will only be allowed off on vacation, holiday hours, or compensatory time during the week of leap year where there are no Kelly days.

Tentative Agreement: 4/8/2025

ARTICLE 15 SICK LEAVE

Section 15.1 Crediting of Sick Leave Sick leave credit shall be earned by each full-time employee at the rate of 7.38 hours of sick leave each bi-weekly pay period which is 192 hours of sick leave per year. Unused sick leave shall accumulate without limit.

Section 15.2 Retention of Sick Leave The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his/her credit upon his/her reemployment in the public service provided that such reemployment takes place within ten (10) years of the date on which the employee was last terminated from public service and he/she did not receive payment from the previous public employer.

Section 15.3 Expiration of Sick Leave If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted an unpaid medical leave of absence in accordance with the appropriate rules or policies of the Employer.

Section 15.4 Charging of Sick Leave Sick leave shall be charged in minimum units of one-quarter (1/4) hour. An employee shall be charged for sick leave only for days upon which he/she would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings.

Section 15.5 Uses of Sick Leave

- A. Sick leave shall be granted to an employee upon approval of the Chief or his designee for the following reasons:
 - 1) Illness or injury of the employee or a member of his/her immediate family requiring the employee's care.

**CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT**

- 2) Death of a relative not covered by bereavement leave under Article 17, Section 17.1 of this agreement.
 - 3) Medical, dental or optical examination or treatment of employees or a member of his/her immediate family, which requires the employee, and which cannot be scheduled during non-working hours.
 - 4) If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or when, through exposure to a contagious disease, the presence of the employee at his/her job would jeopardize the health of others.
 - 5) Pregnancy and/or childbirth and other conditions related thereto.
- B. "Immediate family" means an employee's spouse, parents, parents -in-law, children, step-children, or other relatives who qualify as dependents under the internal revenue code and who are living in the same household.

Section 15.6 Evidence Required for Sick Leave Usage The Employer may require an employee to furnish a standard, written, signed affidavit explaining the nature of the illness to justify the use of sick leave or may require a certificate stating the nature of the illness from a licensed physician to justify the use of sick leave.

After the employee is off three (3) consecutive work shifts, an employee must provide the Employer with a physician's certificate explaining the nature of the illness or injury and any related restrictions which justifies the use of sick leave. The certificate must be presented upon the employee's return to work or sick leave shall not be allowed.

Falsification of either the written, signed affidavit or a physician's certificate shall be grounds for denial of sick leave and disciplinary action including dismissal.

Section 15.7 Notification by Employee When an employee is unable to report to work due to a reason listed under section 15.5 of this article, he/she shall notify his/her department head or other designated person, as soon as possible prior to the time he/she is scheduled to report to work on each day of absence. Failure to do so, inform the department head or his/her designated representative on each occasion or at agreed intervals, in the case of extended illness, shall result in a loss of that day's pay. Continued abuse of this Section will give cause for dismissal from service with the Employer.

Section 15.8 Abuse of Sick Leave Patterned use, excessive use, misuse, or abuse of sick leave may result in denial of sick leave and discipline. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in dismissal and refund of salary or wage paid.

Section 15.9 Physician Statement If medical attention is required, the employee shall be required to furnish a statement from a licensed physician notifying the Chief or his/her designee that the employee was unable to perform his/her duties. Where sick leave is requested to care for a member of the immediate family, the Chief or his/her designee may require a physician's certification to the effect that the presence of the employee is necessary to care for the ill person.

Section 15.10 Physician Examination The Employer may require an employee to take an examination, conducted by a mutually agreed to, licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee

CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT

may be placed on sick leave or disability leave. The cost of such examination shall be paid by the Employer.

Section 15.11 Administration of Sick Leave The provisions of this Article shall be uniformly administered throughout the Division of Fire.

Section 15.12 Personal Days. Members of the bargaining unit shall be entitled to use three (3) days of accrued leave per year as personal days. The employee shall identify which days are personal days. Personal days shall be charged against the member's accrued time off of his/her choice, irrespective of the fact that personal days do not meet the criteria otherwise set out for leave time off. Personal days may not be used on the following holidays: 1, 4, 5, 7, 10, 11, or 12, as listed in Article 13. Up to one (1) of the personal days can be cashed in for a total of 24 hours pay at the employee's normal pay rate. The employee must give the employer written notice of the cash-in request in October of each year. Any personal day cashed in shall be added to the employee's normal paycheck during the first pay period of November.

Section 15.13 Conversion to Vacation Leave Employees who have accumulated four hundred eighty (480) hours of sick leave or more may elect to convert forty-eight (48) hours of sick leave into twenty-four (24) hours of vacation. The employee may elect to convert sick leave to vacation at any time during the year, a maximum of one time per calendar year. Once sick time has been converted to vacation, it shall not be converted back to sick time.

Section 15.14 Sick Leave Non-Use Conversion. Each member who has accrued more than 480 hours of sick time may, in October and in April of each year, convert sick leave to cash at the rate of three hours pay for each four hours of sick leave being converted, according to the following schedule:

<u>Accrual of sick leave used during previous 6 months</u>	<u>Number of hours which may be converted at 75%</u>
No Usage	77 hours
1 hour to 24 hours	64 hours
24 hours to 72 hours	51 hours
73 plus hours	0 hours

Note: Personal days and sick hours converted to vacation do not count toward usage of sick leave for conversion under this section.

Any amounts cashed in shall be added to the employee's normal paycheck. This amount shall be paid the first pay period of November and the first pay period in May.

Tentative Agreement: 6/30/2025

ARTICLE 16 CONVERSION OF UNUSED SICK LEAVE

Section 16.1 Conversion at Retirement Those employees covered by the terms of this Agreement who retire from the employ of the City, shall at the time of retirement from the City be entitled to convert their accrued, but unused sick leave to a cash payment on the following basis:

- Employees may receive, after completion of ten (10) years of continuous service with the City, a cash payment in the amount of one (1) hour's pay for each two (2) hours of accrued, but unused

**CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT**

sick leave at their time of retirement. The maximum amount of hours eligible to be converted under this provision is 800 hours for any year covered by this agreement.

- The employees who elect to retire after twenty-five (25) years of credit in the retirement system, or who qualify for a disability retirement, may convert unused sick leave to a cash payment of one (1) hour's pay for every two (2) hours of accrued, but unused sick leave. The maximum amount of hours eligible to be converted under this provision is 1,175 hours for any year covered by this agreement.

Section 16.2 Payment under the terms of this Article shall be computed on the employee's actual base hourly rate of pay per Article 39, at the time of retirement from the City, upon confirmation from the State's Police and Fireman's Disability and Pension fund, that the employee is eligible to receive retirement benefits.

Section 16.3 Elimination of Sick Leave Such payment for the conversion of sick leave will only be made once to an employee. Payment for sick leave at retirement shall be considered to eliminate all sick leave credit accrued by the employee at that time.

**Tentative Agreement: 4/2/2025
(No Change)**

ARTICLE 17 BEREAVEMENT LEAVE

Section 17.1 Bereavement Leave, Family Defined The Chief will grant five (5) consecutive calendar days for employees, which period shall include the day of the funeral/memorial service ~~of paid leave~~ for the death of an employee's spouse, parents, parents-in-law, children, step-children, grandparents, brothers, sisters, or any other relatives who qualify as dependents under the internal revenue code and who are living in the same household and/or other person who stands in the place of a parent, provided the Employee notifies the Officer in charge on duty in advance of the leave and identifies the relationship of the deceased. The employee shall receive paid leave for any regularly scheduled tours of duty during the five calendar day period.

The Chief will grant three (3) consecutive calendar days off ~~paid leave~~ for employees for the ~~death-funeral~~ of an employee's aunt or uncle, grandparents-in-law, spouse's siblings, and sibling's spouses, which shall include the day of the funeral/memorial service. The employee shall receive paid leave for any regularly scheduled tours of duty during the three calendar day period.

~~The Chief will grant four (4) hours of paid leave for attending the funeral of the employee's aunt or uncle.~~

Section 17.2 Additional Leave Additional leave in excess of the bereavement time off afforded in 17.1 or death of a relative other than a member of the immediate family shall be approved in advance by the Chief or his/her designee, and shall be charged to the employee's accrued sick leave, comp time, vacation, or if no such leave is available, counted as leave without pay.

Tentative Agreement: 4/2/2025

ARTICLE 18 INJURY LEAVE

**CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT**

Section 18.1 On Job Injuries, Length of Injury Leave Any employee who is injured while on duty or had contracted a disease while on duty will be entitled to receive his/her normal pay during the first 1248 hours being off due to the injury or disease. To be eligible the employee does not have to be off the entire 1248 hours, and an employee who returns to work from injury leave and is subsequently unable to work as a result of the injury or disease is entitled to return to injury leave if the 1248 hours has not been exhausted. Leave under this Article shall not extend more than three (3) years from the date of the injury or contracting of the disease.

The City decision to grant or deny injury leave will be made within ten (10) calendar days from the date the written request for injury leave is submitted by the employee, unless the parties do not have sufficient information to render a decision or the parties agree in writing to an extension.

If injury leave is granted then the employee will be placed on injury leave from the date of the injury for the time specified by the attending physician in which the employee is unable to perform his/her work duties. If an employee is not granted injury leave or if sufficient information does not exist to warrant a determination, the employee may utilize approved sick leave, vacation leave, or compensatory time. If injury leave is initially denied and later approved and an employee has utilized sick or other leaves the employee shall have the leave balances restored. If an employee denied injury leave has applied for and been granted/approved for workers' compensation temporary total disability benefits based upon the injury then the employee shall be placed on injury leave and have his/her other leave balances re-credited.

Section 18.2 Proof for Injury Leave To be placed on injury leave and receive the benefits set forth in this Article, an employee has the burden of proving that any disease or injury suffered by him/her was incurred in the course of or arising out of his/her employment with the City. Employees must report any injury to his/her immediate supervisor immediately upon the occurrence of the injury or, if physically unable to do so, as soon as the employee is capable. The employee must file a claim with the Bureau of Workers' Compensation (BWC) and said claim must be certified by the BWC. If injury leave is initially granted by the City and at a later time the BWC denies certification of the claim, the injury leave will then be disallowed and all injury leave wages paid during the period of injury leave will be deducted from the employee's sick leave, vacation leave or compensatory leave balances.

Section 18.3 Denial of Injury Leave Injury leave shall be denied the employee where he/she has failed to prove his/her disease or injury is occupationally connected or was incurred in the course and arising out of his/her employment with the City, has failed to report such injury to his/her immediate supervisor or his/her claim has been denied by the BWC as not being work related.

Section 18.4 Service Credit, Leave Accrual Stayed An employee shall be entitled to credit for service time accumulated during injury leave in determining eligibility for salary step advancement and other benefits where tenure is a factor.

Section 18.5 Restricted / Light Duty Any employee otherwise qualified for injury leave based on the physician's determination to be capable of performing modified or restricted duties at any time after an injury may be assigned to perform such duties in lieu of being placed on injury leave. An employee who objects to such assignment shall have the right to an examination by a physician appointed and paid for by the employer. If the employee objects to the physician selected by the City then the City and the employee or the City's physician and the employee's physician shall mutually select a physician who shall conduct the examination. The physician's determination of the employee's capacity to perform such modified or restricted duties shall be final as to the employee's eligibility for injury leave. In the

CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT

event of an objection, the employee shall not be required to perform such modified or restricted duties until certified as able of performing such by a physician.

Section 18.6 After 1248 Hours In those circumstances where an employee is absent for more than 1248 hours per Section 18.1, the employee may receive payment from the Bureau of Workers' Compensation in accordance with the applicable rules and regulations. Under this provision, the employee will continue to accrue sick leave and vacation time for a maximum period of three (3) years at a rate of 2/3 the regular rate when the employee elects to receive Workers' Compensation benefits.

It is understood that the purpose of this contractual provision is to enable firefighters to continue to accrue sick leave, vacation time, and the like as well as to enable firefighters to retain their union seniority after the expiration of the 1248 hours provided for in this collective bargaining agreement during periods of absence occasioned by a work-related injury.

Tentative Agreement: 6/30/2025
(No Change)

ARTICLE 19 TARDINESS

Section 19.1 Tardiness For unexcused tardiness, an employee reporting late for scheduled duty shall not be paid for the period of time they are tardy in fifteen (15) minute increments up to the first four (4) hours.

Section 19.2 Times Charged

- A. For unexcused tardiness, an employee reporting late after the first four (4) hours shall lose twelve (12) hours of pay and shall report for duty the second half of their shift, 20:00 – 08:00 or lose the whole twenty-four (24) hours of pay.
- B. The second occurrence (within the effective dates of this collective bargaining agreement) of reporting late after four (4) hours, the employee shall not be paid for twenty-four (24) hours.

Section 19.3 Discipline Implementation of the above penalties will not preclude the employer from taking other action including discipline upon an employee for unexcused tardiness.

Tentative Agreement: 4/2/2025
(No Change)

ARTICLE 20 HOURS

Section 20.1 Scheduling and Kelly Days The normal workweek for the Division of Fire shall consist of twenty-four (24) consecutive hours on duty followed by forty-eight (48) consecutive hours off duty, with a Kelly day system, on a twenty-one (21) day cycle. The Department shall be divided into three (3) platoons. Kelly days will be selected by seniority and may be traded. For purpose of Kelly Day selection, no more than two (2) officers may choose the same Kelly Day. Staff personnel shall work a normal workweek of forty (40) hours with the hours to be determined by the Chief. Employees may request, with at least two weeks notice to the Chief, to work on any of their scheduled Kelly Day shifts. Requests to work on a Kelly Day shall be subject to the Chief's approval and the Division's operational needs, authorized personnel, and budgetary limitations.

CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT

Section 20.2 Shifts The beginning and ending times of each shift shall be 0800 a.m. to 0800 a.m. and may be changed for the operational benefit of the Department. No shift change shall occur until after the City has met with the Union to discuss the proposed change and the employees have received advance notification of the new schedule.

Section 20.3 Modifications of Schedules Schedules for light duty firefighters and firefighters going to EMT, EMT-A, or first-time medic school only may be varied to accommodate the needs of the affected employee or the needs to the Department.

Section 20.4 Leap Year On February 29 of each leap year, platoon members shall each work an eight (8) hour shift and shall receive eight (8) hours pay for such work.

Section 20.5 Inspections There shall be no training, inspections, pre-plans or hydrant maintenance on Sundays (except in extraordinary circumstances), holidays, and after 10:00 p.m. on weekdays and Saturdays, except for those members who need to maintain hours for Medic Recertification.

Section 20.6 Voluntary 56-Hour Schedule - Pilot Program. During each year of this Agreement, the Fire Chief will permit at least four employees on each platoon to voluntarily select a 56-hour average weekly work schedule. The normal workweek for such personnel shall consist of twenty-four (24) consecutive hours on duty followed by forty-eight (48) consecutive hours off duty. This election shall be made by October 1 during each calendar year preceding the effective date of the schedule, and the schedule shall take effect on January 1 of the following year. If more than two employees request a 56-hour schedule on each platoon, the employees will be chosen by seniority; provided that only one (1) of the 56-hour employees per platoon may be an officer, and provided that employees with paramedic certification will receive preference in the selection process for 56-hour schedules over employees without paramedic certification. The parties understand that the City will consider its operational needs, authorized personnel, and budgetary limitations when determining the number of 56-hour assignments available.

For employees on the voluntary 56-hour work schedule, overtime will be calculated in a 28-day work period using FLSA standards, with an overtime threshold of 212 hours and credit for "assigned work performed" as defined in the overtime provisions of Article 21.

Assignment to 56-hour schedules shall not modify other benefits under this Agreement, and employees will continue to accrue vacation, sick leave, holidays, and other time-off benefits on the same basis and levels as employees working a 48-hour schedule.

Tentative Agreement: 6/30/2025

ARTICLE 21

OVERTIME PAY

Section 21.1 Overtime, Call In Employees shall receive overtime pay, or compensatory leave time in lieu of overtime pay, for all assigned work performed ~~which exceeds the normal work day or week, within any pay period in excess of 144 hours in a 21-day work period.~~ Overtime compensation shall be computed at one and one-half (1-1/2) times the employee's regular hourly rate, or one and one-half (1-1/2) hours of compensatory leave time, for each hour of overtime worked. Personnel called in for overtime not contiguous to their regularly assigned shift shall be paid a minimum of three (3) hours at one and one-half times their base rate of pay, or if the employee is called in to attend a meeting, the employee shall be paid a minimum of two (2) hours at one and one-half times the employee's base rate of pay. Light

CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT

duty firefighters are not eligible for overtime. Only for the purposes of determining the City's compliance with the Fair Labor Standards Act (FLSA) and applicable state law, the parties acknowledge that the City has designated an FLSA Section 7(k) overtime threshold of 159 actual hours worked in a 21-day work period and further acknowledge that overtime is to be paid as otherwise set forth in this Agreement.

Section 21.2 Compensatory Time Employees eligible for overtime pay must designate to the Chief or his/her designated representative, during the pay period the overtime is worked, if they desire to receive compensatory time in lieu of overtime pay. Compensatory time will be earned, accumulated, and used in accordance with this Article, and Article 22 of this Agreement.

Section 21.3 Overtime Lists Personnel called in for overtime shall be called in for overtime according to overtime lists maintained by the Fire Chief with the approval of the bargaining unit as to the order of employees on the list by seniority. There shall be two (2) lists, one (1) for officers only and one (1) for firefighters that includes non-officer firefighters and non-officer firefighters/paramedics. The call-in lists for overtime shall be made on the basis of seniority, and employees shall be called in for overtime based upon their placement on the list by calling the first member on the list who meets the minimum requirements needed to fill the position. Officers shall not be called for firefighter or firefighter/paramedic recalls ~~except in the case that the firefighter list was exhausted~~. Firefighters shall not be called to work for officers' recalls except in the case that the firefighter list was exhausted. Call-in for overtime shall be in accordance with the recall policy then in effect. Special assignments made by the Chief shall not be subject to the provisions of this section.

Recall policies shall be designed to attempt to create equal opportunity for overtime for employees, to fulfill the needs of the Department for the efficient delivery of services, and to ensure that those individuals with special certification or qualifications perform those tasks for which they are specifically certified or qualified i.e., officers, medics and hazmat personnel.

These provisions are not meant to limit the authority of the City to establish recall policies for the efficient use of overtime and manpower and the Chief retains the discretion to make the changes in recall policies and procedures to the extent the policies, procedures and changes do not conflict with the provisions of this Article. Any changes shall be presented to and discussed with the Union at least two weeks prior to implementation.

Section 21.4 Increments for Overtime Personnel working past their regular shift hours shall be paid in quarter hour increments, rounded in employee's favor.

Example:	1 to 15 minutes worked	= 1 quarter hour paid
	16 to 30 minutes worked	= 2 quarter hours paid
	31 to 45 minutes worked	= 3 quarter hours paid

Section 21.5 Maximum Hours Worked When an overtime situation occurs for a full twenty-four (24) hour shift, members called in to work the overtime in a non-emergency situation shall be offered a shift in twelve (12) hour blocks and may work a maximum of twenty four (24) hours. No member may work more than forty eight (48) hours consecutively without a minimum of twelve (12) hours off duty.

Tentative Agreement: 6/30/2025

ARTICLE 22 COMPENSATORY TIME

**CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT**

Section 22.1 Requests for Comp Time Bargaining unit employees having compensatory hours credited may use it as time off from regular duty upon approval of the Fire Chief, or the Chief's designated representative, provided an adequate number of personnel are on duty to cover the shift.

Section 22.2 Comp Time Use Employees may select the dates on which they wish to schedule compensatory time off, and shall be required to report for duty, and make sure an adequate number of personnel are on duty before being released on compensatory time, by the Chief, or the Chief's designated representative. Employees shall be required to file a written form requesting the amount of compensatory time to be used. Compensatory time shall be charged hour for hour with a one-hour minimum. Employees shall be held accountable for hours used and required to report in by the Fire Division's direct phone lines. Compensatory time shall not be used for vacation use, except as provided herein.

Section 22.3 Scheduling Comp Time Bargaining unit employees may be permitted to schedule compensatory time off in the same manner as vacations are scheduled provided such compensatory time off does not interfere with any regular vacation scheduling for other employees, and is approved by the Fire Chief. Regular vacation scheduling is that which is scheduled by employees the prior December. Compensatory time may be scheduled in this manner, only when an adequate number of employees are scheduled to cover the shifts.

Section 22.4 Comp Time Bank, Annual Conversion Employees receiving compensatory leave time in lieu of overtime pay, ~~for assigned work performed which exceeds the normal work week within any pay period~~ shall receive compensatory leave time at the rate of one and one-half (1-1/2) hours of compensatory leave time for each hour of overtime worked. ~~For purposes of this Article, "assigned work performed" shall include all hours in paid status as defined in Article 21.~~ Employees shall not be permitted to accumulate over four hundred eighty (480) hours of compensatory leave time. Employees shall be permitted to carry their accrued, unused compensatory time into the following calendar year, subject to the provisions of this Section, and employees may elect annually to convert up to 96 hours of compensatory time to a cash payment.

Tentative Agreement: 6/30/2025

ARTICLE 23 LEAVE OF ABSENCE

Section 23.1 Leaves of Absence Leave without pay for employees of the Fire Division may be granted by the Appointing Authority upon written request from the employee. The request shall be submitted to the Appointing Authority. Such leave without pay will not in any case exceed one hundred eighty (180) days. During this period, the employee will not accumulate vacation or sick leave, nor will the employee accrue seniority.

Unpaid disability leave of absence may be granted by the Director of Human Resources upon written application by the employee. This unpaid disability leave shall not exceed one hundred eighty (180) days except for employees receiving temporary total disability compensation.

Upon return from an unpaid disability or unpaid personal leave, the employee shall be placed in the same position or classification held prior to the leave, or if that position or classification has been abolished, to a similar position.

During the unpaid leave, the employee's share of the insurance premiums will need to be paid by the employee to the Office of Human Resources by the first of each month.

**CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT**

Section 23.2 Family and Medical Leave The City will comply with the applicable requirements of the Family and Medical Leave Act ("FMLA"). An employee, subject to the eligibility requirements of the Family and Medical Leave Act, shall be granted or placed on up to twelve (12) weeks of leave of absence per year for one or more of the following reasons:

- 1) The birth of a son or daughter to the employee and in order to take care of such son or daughter.
- 2) The placement of a son or daughter with the employee for adoption or foster care.
- 3) To care for a spouse, son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition.
- 4) Because of a serious health condition that makes the employee unable to perform the functions of his/her position.

The City shall comply with all Federal Laws in regard to the Family and Medical Leave Act (FMLA). Employees may be required, in accordance with the FMLA, to substitute all or part of any accrued paid leave time such as sick leave or vacation for all or part of the twelve (12) weeks.

The provisions of this Article shall be uniformly administered throughout the City and it shall be the responsibility of the Office of the Director of Human Resources to implement this Article to accomplish such purpose.

**Tentative Agreement: 4/2/2025
(No Change)**

ARTICLE 24 WORKING OUT OF CLASSIFICATION

Section 24.1 Working Out of Classification An employee, covered by this Agreement, who is temporarily assigned and required to accept the responsibilities, and carries out the duties of a position or rank above that which the employee normally holds, shall be paid at the rate for that position, for all hours assigned to the higher ranking position, during that work day.

**Tentative Agreement: 4/2/2025
(No Change)**

ARTICLE 25 QUARTERMASTER SYSTEM

The City shall create a quartermaster fund consisting of moneys equal to \$950 for the Newark Fire Division. This aggregate amount of money shall be used by the firefighters of the Newark Fire Division to purchase uniforms and equipment approved and used by members of the Division. All allotted monies must be spent between January 1 and November 1 each year. After November 1, any money that a bargaining unit member has remaining of their allotment shall be paid to that member in the form of a payroll check issued in the first pay period in December. The amount of the check shall be \$950 minus the cost of any items purchased through the quartermaster system. This money shall only be paid once the bargaining unit member meets the required uniform items criteria as indicated in Section 25.8b of this appendix.

CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT

Any firefighter upon hire will receive \$400.00 and each year after they shall receive the full allotment amount.

Any employee, whose employment with the City is terminated for any reason, shall not be required to repay any of the monies the employee received under the reimbursement procedure of the quartermaster system. The one exception to this would be an employee found guilty of criminal misconduct directly pursuant to the application of this Article.

Any employee, whose employment with the City is terminated for any reason prior to November 1; their allotment payout shall be pro-rated, determined by the number of months they were employed in that allotment year. Example: if an employee terminates employment on January 31 they are due one twelfth (1/12) of their annual allotment in their final payout.

The City shall supply no less than one-half (1/2) of the funds referred to above by January 1 and will add the balance of the funds upon approval of the full budget each year. The Auditor/Treasurer shall supply to the quartermaster, through the Fire Chief, a monthly report indicating the amount remaining in the fund. This report shall commence January 1.

The position of Quartermaster is created within the Division of Fire. This sworn employee of the rank of Captain or above shall be responsible, in addition to any regularly assigned duties, for the administration of this program. The Quartermaster shall be appointed by the Fire Chief.

In January all members will receive a uniform inspection by the Quartermaster, specifically recording the required uniform items needed. The Quartermaster will also look for serviceability of the required items. The required items that are not accounted for or serviceable will be ordered through the Quartermaster before any other optional items can be purchased. Fire Division policy will be created to provide for the proper and equitable distribution of uniforms and equipment.

Items to be supplied by the Division of Fire in accordance with Article 25

- NFPA approved turnout gear including: helmet, gloves, coat, pants, suspenders, boots, heat/flame resistant protection hood
- SCBA mask
- Ballistic Vest
- First two (2) button up shirts (Class B)
- First two (2) pairs of pants (Class B)
- First jacket
- Badge
- Rescue rope bag
- Any item that becomes a required part of an employee's turnout gear shall be purchased by the City and not come out of quartermaster allotments.
- The Division of Fire will provide all the necessary equipment for apparatus and specialty teams as they currently do, and will not require this equipment to come out of individual's quartermaster allotment.
- Upon completion of the employee's probationary period, a Class A uniform. This only applies to members hired on or after August 1, 2022.

Section 25.8b Quartermaster Items – Authorized List

General uniform requirements: subject to inspection considered Class B uniform per SOP 102.8.

CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT

- Two (2) button up shirts
- Two (2) pairs of pants
- One (1) pair of boots
- Two (2) t-shirts
- One (1) belt
- One (1) jacket
- One (1) badge

Additional Uniform Items, optional*:

*These items can be requested once the Quartermaster is satisfied that each member has the required items. It will also be the discretion of the Quartermaster and approved by the Fire Chief to order these items as the individual employees budgeted account permits.

These items must be approved by the Quartermaster that they meet the Division's standards for use on duty.

Personal Clothing:

- Additional uniform(s)
- Specialty uniform(s) including plain clothes for members that are not required to be in uniform.
- Hat/cap with division logo
- Toboggan(s) with division logo
- Watch
- Safety glasses
- Sun glasses
- Running shoes
- Shorts (workout)
- Pants (workout)
- FR Under Armor heat gear
- FR Under Armor cold gear
- Long underwear
- Gloves (for warmth)
- Socks
- Insoles for boots/shoes
- Re-sole boots/shoes
- Class A dress uniform and all accessories
- Overcoat for Class A uniform
- Shoe polish

Personal Gear:

- Knife
- Multi-purpose tool
- Flashlight (NFPA approved, or at least meets standards for task it will be used in i.e.; special duty)
- Flashlight bulbs
- Door wedges
- Extrication gloves
- Tools for turnout gear (screwdrivers, pliers, vice grips, haligan tool, pocket spanner, etc.)
- Strobe light (approved for safety)

CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT

- Leather fire boots
- Leather suspenders
- SCBA mask bag
- Prescription SCBA mask
- Portable radio (division use with identifier)
- Public safety communications monitor
- Lapel mic
- Portable radio strap
- Portable radio case
- 1 MP3 player per year
- Cell phone and accessories, charging cords, batteries
- Batteries all sizes (for approved devices)
- Gear bag
- Bedding (for division beds)
- Truck man's belt
- Personal escape pack
- Ballistic vest
- Vehicle organizer
- Leather helmet, Phenix TL-2 of similar model as approved by the Chief

Department Related Educational Material:

- Books (including promotional exam study material)
- Computer programs
- Videos, CDs and DVDs

Members of specialty teams or other job specific assignments such as prevention or investigation can purchase specialty items at the discretion of the appropriate division chief, the Quartermaster and the Fire Chief.

Arson Investigators or other lawfully commissioned law enforcement members of the Division of Fire may purchase approved items specific to their duties with the Fire Division from the approved Division of Police Quartermaster with approval of the Fire Chief.

Tentative Agreement: 6/30/2025

ARTICLE 26 (RESERVED)

Tentative Agreement: 4/2/2025
(No Change)

ARTICLE 27 HOSPITALIZATION, MEDICAL AND LIFE INSURANCE

Section 27.1 Healthcare Committee The Employer shall provide group medical insurance coverage for each employee and dependents.

Section 27.2 Control of Costs The Employer, Union, and employees acknowledge the importance of and must engage in mutual efforts to control the cost of health insurance care. As premium rates increase over the course of this Agreement, the parties agree to meet and discuss the increase in premium cost for the purpose of discussing alternatives to maintain cost control, including, but not limited

CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT

to alternate insurance coverage or alternate means of providing coverage. During the period of the Agreement the HCC, comprised of a representative of each bargaining unit and ~~two~~ four members appointed by the City Administration, shall meet regularly in order to monitor and control health care costs. ~~The HCC with a majority vote of the committee shall have the authority~~ The HCC shall make recommendations to modify the benefits, premium allocation, and premium during the life of this Agreement to maintain health insurance coverage.

~~Should the HCC fail to reach a majority vote on a solution~~ The City may accept, reject, or modify the actions recommended by the HCC. The City may implement plan design modifications and/or premium increases ~~not to exceed a 8% increase annually~~ to the City plan which may be made to maintain coverage, provided that such changes are submitted for prior consideration by the HCC. The City agrees to provide the Union the opportunity to review and respond to the City's modifications to the City plan and the Union agrees to provide alternatives measures to maintain, reduce or limit increases in premiums and/or costs of providing coverage. Among the measures the City may implement and the parties may discuss will be wellness programs, screening programs, tobacco use programs and well as other measures either the City or Union may identify in discussions regarding the City's plan for health insurance coverage.

The Union understands and agrees that any increase in the premium rates for health, medical, and related insurance premiums shall be a factor considered in the total economic proposals for successive negotiations. Any rate increases which may be implemented during the period of this Agreement shall also remain subject to the wage negotiations of subsequent Agreements.

It is further agreed and understood that during the term of this Agreement that individual carriers/providers may, through no fault of the City, Union, or employees cease coverage. Should such occur, any employee adversely affected shall be given the opportunity to enroll with an alternative carrier with the appropriate premium rates subject to the premium rate applied herein or to waive coverage and receive an appropriate pro-rata amount of the waiver of coverage payment.

The parties agree and understand that the health care coverage is subject to the Affordable Care Act (ACA). Should any provision of the City's plan conflict with the ACA, or other applicable laws or regulations, those provisions of the City plan will be immediately suspended and if a resolution cannot be determined and implemented within 60 days of the suspension such provisions of the City plan will no longer be in effect. In this event the City agrees, if the Union requests, to discuss the impact of those provisions of the City plan determined to be in conflict with the ACA or other laws or regulations. The Union agrees that it will present alternative measures with cost impact a consideration.

Section 27.3 Contributions The parties agree that contributions to the premiums for health insurance provided by this Article will be paid as follows:

City share of monthly premium	85% *
Employee share of monthly premium	15% pre-tax contribution *

The employee's premium contribution (individual, double or family) will be deducted bi-weekly in equal increments.

Section 27.4 Non-Pay Status An employee in a non-pay status due to their own health related condition or that of an immediate family member will be required to pay the employee's share of the monthly health insurance premium.

An employee in a non-pay status for reasons other than a health related condition, will be responsible for one hundred percent (100%)

CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
202~~52~~-202~~25~~ COLLECTIVE BARGAINING AGREEMENT

Platoon Employees

48 – 95 hours	=	one quarter of the total monthly premium
96 – 143 hours	=	one half of the total monthly premium
144 – 191 hours	=	three quarters of the total monthly premium
192 plus hours	=	one hundred percent of the total monthly premium

Staff Employees

40 – 79 hours	=	one quarter of the total monthly premium
80 – 119 hours	=	one half of the total monthly premium
120 – 159 hours	=	three quarters of the total monthly premium
160 plus hours	=	one hundred percent of the total monthly premium

Section 27.5 Waiver of Coverage An employee who provided satisfactory proof of medical coverage under another employer sponsored or military insurance plan may waive medical coverage. An employee who waives coverage will receive up to the following maximum:

Waiver of medical insurance	\$3000.00 <u>\$1,500.00</u>
Waiver of dental insurance	\$ 150.00
Waiver of both (dental & medical)	\$3150.00 <u>\$1,650.00</u>

Payments will be made in December of the calendar year coverage is waived. Payments for new hires, terminations, etc., will be prorated.

City employees married to one another or children of City employees that are employed by the City, who waive coverage, but remain on the plan are not eligible for the waiver stipend.

Section 27.6 Life & Dental Insurance Each bargaining unit employee shall receive, at the expense of the City, a fifty thousand dollar (\$50,000) term life insurance policy containing a double indemnity clause covering accidental death benefits. Up to \$100,000 in voluntary term life insurance will be available to employees who elect such coverage, subject to eligibility requirements of the Plan . The City will make available dental insurance coverage for employees.

~~**Section 27.7 Labor Management Committee** Employer and Union agree to establish a joint Labor Management Committee to study medical insurance benefits plans.~~

Section 27.7.8 Spousal Coverage If the spouse of a City employee is employed and is eligible for employer sponsored health coverage with said employer, he/she must enroll in the particular health plan. City employees married to one another shall be covered under one City double or family coverage plan. If the spouse cannot obtain coverage through his or her employer until a certain date or open enrollment period, the spouse will be covered under the City's plan until he or she can obtain coverage through his or her employer. The spouse must provide documentation to the City that he/she is not eligible for coverage. The employee shall notify the Human Resources Department as soon as possible and complete the required documentation when there is a change with his or hers spouses health care coverage. Failure to make such notification and complete the required paperwork could result in the loss of coverage for the spouse and will result in all monies owed to the City for the difference in premium to be deducted from the employees paycheck until the balance is paid in full unless other arrangements have been made. Spouses can also remain on the City's plan under secondary coverage.

Tentative Agreement: 6/30/2025

**CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT**

ARTICLE 28 OPERATORS INSURANCE

Section 28.1 Liability Coverage The City shall maintain liability insurance covering bargaining unit members in an amount substantially similar to that in effect as of April 15, 2010.

**Tentative Agreement: 4/2/2025
(No Change)**

ARTICLE 29 NO STRIKE/NO LOCKOUT

Section 29.1 Service to the Public Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Newark, Ohio.

Section 29.2 No Strike The Union agrees, during the term of this Agreement, that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, or any other interruption of operations of services of the Employer, by its members or other employees of the Employer. When the Employer notifies the Union by certified mail that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately, conspicuously post notice over the signature of authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. Should the employees fail to return to work or the Union fail to post such notice, the Employer shall have the option of canceling any article, section, or sub-section of this Agreement. Any employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be discharged and only the question of whether or not he/she did in fact participate in or promote such action shall be subject to appeal.

Section 29.3 No Lockout The Employer agrees that neither it, its officer, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union, unless those members shall have violated Section 1 of this Article.

**Tentative Agreement: 4/2/2025
(No Change)**

ARTICLE 30 WAIVER IN CASE OF EMERGENCY

Section 30.1 Emergency In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor, or Newark City Council, the Federal or State Legislature, due to acts of God, civil disorder, etc., the following conditions of this Agreement may be suspended:

- Time limits for the Employer or the Union's replies on grievances.
- All work rules and practices relating to the assignment of all City employees.

Section 30.2 Termination of Grievance Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance

**CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT**

procedure, and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

**Tentative Agreement: 6/30/2025
(No Change)**

ARTICLE 31 SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision should be rendered or declared invalid by any court action or be invalid by reason of any existing or subsequently enacted legislation or Civil Service Rules and Regulations, the remaining parts or portions of this Agreement shall remain in full force and effect.

**Tentative Agreement: 4/2/2025
(No Change)**

ARTICLE 32 DIFFERENTIAL

Section 32.1 Paramedic Differential From the effective date of this Agreement through December 31, 2025, Firefighter/paramedics shall receive additional pay equivalent to ten (10) percent of their regular hourly rate, as set forth in Article 39, for hours assigned to the medic unit and worked as a paramedic. Effective January 1, 2026, Section 32.1 shall sunset and no longer be effective. In.b., paramedic differential rolled into base scale at 7.0%]

Section 32.2 Annual Paramedic Lump Sum Transport Differential ~~In addition, all employees- Employees possessing an EMT P card shall be paid an annual lump sum of eight hundred an hourly differential of three percent (3%) dollars (\$800.00) of their regular hourly rate of pay, for all hours assigned to work on a transport unit (ambulance). This payment shall be made with the first pay check issued in December. An employee separating from the City prior to the date of annual issuance shall be paid that prorated portion due him/her for time served in that calendar year. An employee hired after the beginning of the year shall be paid that prorated portion due him/her for time served in that calendar year. An employee must serve a minimum of two hundred eighty-eight hours per year on a transport unit to receive the annual bonus. Forty (40) hour employees may meet this requirement with scheduling approved by the Chief.~~

~~**Section 32.3 Fire Investigator/OPOTA Certified** Members assigned to Fire Investigator/ or Fire Marshal with the approval from the Chief of Fire and Chief of Police and the IAFF and FOP representing the City of Newark employees, may at their request receive Ohio Peace Officer Training Academy/OPOTA training. This training and all continuing education or qualification requirements shall be paid for by the Employer and overtime paid for all hours attended.~~

ARTICLE 33 MILITARY LEAVE

Section 33.1 Payment for Military Leave When a member is on military leave for both annual training and weekend duty or otherwise performing in the active or reserve forces of the United States military or Ohio National Guard, the City will pay the employees regular rate for a period not to exceed 408 hours in a calendar year period. Employees must notify, in writing, the Chief or his/her designee at

**CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT**

least seven (7) calendar days in advance of dates to be taken as military leave, unless an emergency situation exists. In the event that an employee is notified or has knowledge of scheduled military duty, such as weekend training or annual training, the employee shall notify the Chief or his/her designee of the scheduled training as soon as the employee is notified of such training..

Section 33.2 Extended Tour of Duty Any member who is called to military duty for a period in excess of four hundred eight (408) hours in any one calendar year is entitled to a leave of absence and to be paid, during each month of that period, the lesser of the following:

- 1) The difference between his gross monthly wage or salary as an employee and the sum of his gross military pay and allowances received that month;
- 2) Five hundred dollars.

No member shall receive payments under this section if the sum of his/her gross military pay and allowances received in a month exceeds his/her gross monthly wage or salary as an employee.

Section 33.3 Federal and State Laws The City will follow and conform to all state and federal laws which pertain to military leave and the rights of military personnel.

**Tentative Agreement: 4/2/2025
(No Change)**

ARTICLE 34 PERSONNEL REDUCTION

Section 34.1 Layoff Laws Layoffs shall be conducted in accordance with the provisions of the Civil Service Statutes of Ohio, Revised Code Chapter 124, ~~as those provisions were in effect on the date of execution of this Agreement.~~

Tentative Agreement: 4/2/2025

ARTICLE 35 PROMOTIONS

Section 35.1 Promotional Examinations. Testing for positions of Lieutenants and Captains and Assistant Chiefs in the bargaining unit. At least six (6) months prior to the expiration of a current eligibility list, the City shall post a notice of the holding of a promotional examination for Lieutenants, Captains, and Assistant Chiefs. All testing for promotion with the Newark Division of Fire will be done with strict adherence to the highest professional standards so as to ensure a fair and impartial test result. The examination questions and sections will be pertinent to the position for which the test is being given. If the City decides to significantly change the testing procedures, it shall advise and consult with the IAFF before making the changes. All facets of the test shall be administered and scored by the Ohio Fire Chief's Association as an independent testing service. The City and the City Civil Service Commission shall, in accordance with the Commission's rules, upon expiration revoke the eligibility list and post the final results of a new promotional examination leaving a valid list in place at all times. The time for giving a promotional examination may be postponed for one year with the written consent of the IAFF when, for instance, no turnover is anticipated in the next year in the position of Captain or Assistant Chief.

Section 35.2 Testing Process. All facets of the test shall be administered and scored by the Ohio Fire Chief's Association or Ergometrics. The City and the City Civil Service Commission shall, in accordance

**CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT**

with the Commission's rules, upon expiration revoke the eligibility list and post the final results of a new promotional examination leaving a valid list in place at all times.

Section 35.3 Postponement of Testing. The time for giving a promotional examination may be postponed for one year with the written consent of the IAFF when, for instance, no turnover is anticipated in the next year in the position of Captain or Assistant Chief.

Section 35.4 Test Construction. All promotional tests will be comprised of the following:

- 1) Written, containing at minimum ~~200~~ 100 questions,
- 2) Practical; and
- 3) Oral/Structured interviews

All promotional tests for positions in the bargaining unit will consist of a written portion to be graded after its completion. A score of 70 must be achieved prior to being eligible to continue the testing process. Passing candidates will then proceed to the practical and oral portions of the test. In the final score, the written portion will be weighted at 50% of the score. All applicable Civil Service points will be then added to the final test score.

Section 35.5 Reference/Study Material

The list of reference material, for all positions, ~~is located at the end of this article, shall be determined by the Fire Chief or his or her designee, and shall be provided to members. The list shall have at least two (2), but not more than three (3), reference materials. (This limitation on number of reference materials shall not apply to NFD internal materials, including but not limited to the NFD Collective Bargaining Agreement, NFD SOPs / Rules and Regulations, or NFD EMS Protocol). Once the reference material list is made, it shall be effective six (6) months after the date it was provided to the members. The list shall remain in effect for 2 years from the effective date.~~

Promotional tests will be created to include the above material utilizing current edition at time of posting. Current shall mean latest edition available for purchase at time of posting, posting shall specify the specific edition to be used, IE; 3rd edition, etc.

Section 35.6 Eligibility for Promotion

- 1) Any regularly appointed, full-time Firefighter, Firefighter/paramedic who has served four (4) or more years after completion of probation with the Newark Fire Division, at the time the test is given, is eligible to take the examination for Lieutenant or those addressed in Article 35G.
- 2) Any regularly appointed, full-time Lieutenant or Captain, who has served twelve months after completion of probation with the Newark Fire Division, at the time the test is given, is eligible to take the next level examination or those addressed in Article 35G.

Section 35.7 Lack of Passing Scores. When testing for Lieutenant, if a test is scored and there is no participant who scores 70 percent in the written portion of that test, a new test will be administered. The participants eligible in the first test can participate. Also the next eligible level of candidates (to be described below) will be invited to participate in the second test. The list will be exhausted until the test becomes competitive. Passing candidates will then proceed to the practical and oral portions of the test.

If no candidate passes the Captain or Assistant Chief test with a total score of 70, a new test will be administered. The participants eligible in the first test can participate. Also the next eligible level of

**CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT**

candidates (described below) will be invited to participate in the second test. The next available level of candidates will be invited to participate until the test becomes competitive.

For all tests original participants are eligible to retake the test. Under no circumstances will a new test be given to include only participants from the original test. Eligibility will be in the following order until competitive:

- 1) Those who are on probation for that rank
- 2) Those who are in the next lower rank who are off probation

Section 35.6 Challenges and Appeals. Test scores shall be posted within 14 days of receipt from the testing service. Examination participants may file a challenge or appeal with the Civil Service Commission to any question, portion of the testing process, incorrect scoring, or unfairly phrased question within 10 days of when the Commission posts the scores of the promotional examination in accordance with civil Service Commission rules. A copy of such challenge or appeal shall be provided to the Director of Human Resources. Failure to timely file such a challenge with the Commission and Director of Human Resources waives any right by the member to challenge the results of the promotional examination. The Commission shall act on the appeal or challenge in accordance with its existing rules and regulations within 45 days receipt. Final grades are to be posted within ten (10) days after completion of the appeal process. Should the Commission fail to resolve all pending challenges and appeals the grievance process or action cited under ORC 124.45 and other means available within Civil Service can be utilized. Grievances may be filed challenging a timely decision of the Civil Service Commission, or the Human Resources Director.

Section 35.7 Eligibility List. Within 5 days of when any challenges have been resolved in accordance with this article or when the scores are posted, a list of eligible candidates for promotion, descending from the highest score, for each rank for which a test was given, shall be compiled and posted by the Civil Service Commission or, if applicable, the Director of Human Resources. The eligibility list shall remain in effect for two (2) calendar years from date of posting final score. In the event that no eligible candidates remain on any eligibility list for Lieutenant, Captain, and/or Assistant Chief prior to the expiration date, a new test shall be given.

Section 35.8 Promotional Appointment. The promotional appointment shall be made from the eligibility list within ten (10) days after a vacancy occurs in the absence of compelling circumstances

If the City determines that it will make a promotion, the "Rule of Three" will be used to select a member from the eligibility list. The final determination of who will receive the promotion utilizing the "Rule of Three" shall be done by the appointing authority. Provided, that if the City selects an individual other than the top-ranked or second-ranked person on the eligibility list, the City shall provide a written rationale to the non-selected person(s) with a higher ranking on the eligibility list, at the time of its selection decision.

- A. Except to the extent covered by this agreement ORC and local Newark Civil Service rules shall be followed.

Tentative Agreement: 6/30/2025

ARTICLE 36

ASSIGNMENTS

**CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT**

Section 36.1 Assignments The right to bid assignments shall be given to employees based on length of service and qualifications. While during the bid process a senior person bids on an assignment but does not currently hold all of the proper qualifications, this person will be afforded the opportunity to achieve the proper qualifications in a timely manner under normal circumstances and then awarded the bid. During this process, the next most senior qualified person who bid on the position will be awarded the bid on a temporary assignment if he chooses to accept the temporary assignment, if not it moves on down the bid assignment list. This acknowledges that there could be unforeseen circumstances (i.e. class not available for a long period of time, death in the family, etc.) that prohibit the most senior person from being able to achieve the proper qualifications thus leaving it up to the Chief's discretion.

**Tentative Agreement: 4/2/2025
(No Change)**

ARTICLE 37 CORRECTIVE ACTION AND PERSONNEL RECORDS

Section 37.1 Corrective Action The employment of every bargaining unit employee shall be during good behavior and efficient service and no such employee shall be reduced in pay or position, suspended, removed or otherwise disciplined except as provided in this section and for incompetency, inefficiency, dishonesty, insubordination, discourteous treatment of the public, neglect of duty, violation of work rules, or any acts of misfeasance, malfeasance, or nonfeasance in office, provided that an employee may be disciplined for off duty conduct only if such conduct has an adverse effect on the City or the employee's ability to do his/her job. Newly hired employees still in their probationary period may file a grievance under Article 6 of this agreement if they are removed during their probationary period provided, however, that the removal of a probationary employee is not subject to arbitration.

Section 37.2 Employee Records Records of disciplinary action shall be maintained in an employee's personnel file. Any employee or his/her authorized representative may inspect the employee's personnel file at reasonable business hours. An employee may obtain copies of materials in his/her personnel file. The City may establish a reasonable copying charge for the materials.

An employee may dispute any information in his/her file by placing a letter in his/her file setting forth the basis of his/her objection. The objection may challenge the accuracy, timeliness, relevance, or completeness of the information in the employee's file.

The provisions of this section shall apply to the official personnel file maintained by the Human Resources Director for each employee of the bargaining unit. Only one official file shall be maintained.

An employee shall be notified of any request to review the employee's personnel file or to obtain copies of any documents from the employee's personnel file.

For purposes of progressive disciplinary action the City may consider the totality of the circumstances, including but not limited to any documents contained in the official personnel file (such as records of reprimands and suspensions and evidence supporting disciplinary action). Oral reprimands and any documentation of oral reprimands shall not be used for progressive disciplinary action, 18 months after such was given provided that no further disciplinary action of the same or similar nature has occurred. A written reprimand shall not be used for progressive disciplinary action, 18 months after such was given if no further disciplinary action of the same or similar nature has occurred. Any suspension or demotion shall not be used for progressive disciplinary action, five (5) years after such was given provided that no further discipline resulting in a suspension or demotion has occurred.

**CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT**

Section 37.3 Internal Investigations

A. The Fire Chief or his/her designee may conduct an investigation of alleged misconduct by an employee, and require oral or written statements from that employee. The employee under investigation of misconduct will be provided a copy of those allegations against him/her, including the name of the person(s) making the allegations, prior to being questioned or required to provide a statement involving alleged misconduct. Upon request, the employee will be provided an opportunity for representation and to review documents to refresh the employee's memory prior to providing a statement.

B. If the investigation is not completed within thirty (30) days of the employee submitting to an interview or giving a statement involving the alleged misconduct, the Fire Chief shall forward to the employee a status report regarding the investigation, including the estimated time of completion. This report will not be used in any criminal proceedings against the employee, but may be used by the City in taking action, and defending such action, with respect to discharge or discipline of the employee.

C. An employee shall be provided a copy of any reprimand issued within seven (7) days.

Section 37.4 Disciplinary Procedure

Disciplinary action shall be imposed by the Fire Chief, except that any reductions in pay or position, suspensions, or removals shall be imposed by the Safety Director. Before such disciplinary action is imposed, the employee must be provided with written notice of the specific charges against the employee, a summary of the evidence supporting those charges, and the opportunity for a hearing before the Safety Director.

Any employee who has allegedly committed a violation of a minor nature relating to his/her performance may be interviewed by his/her immediate supervisor prior to the supervisor issuing an oral or written reprimand. The employee shall have a right to representation during such interview, except that an on the spot interview during or practically contemporaneous with the events in questions does not require the presence of a third party. Any statement made by the employee in connection with such an interview by his or her immediate supervisor, in which the employee was not represented, may not be used by the City against the employee in connection with any other disciplinary action.

Upon receipt of a written request, the city will permit the employee or his/her representative at his/her own expense, to inspect and copy or photograph any of the following which are available to or within the possession, custody or control of the city and the existence of which is known or by the exercise of due diligence may become known to the city.

- A. Relevant written or recorded statements;
- B. Books, pages, documents, photographs, tangible objects, building or places, or copies or portions thereof, available to or within the possession, custody or control of the city and which are intended for use by the City as evidence at the hearing;
- C. Any results or reports of physical or mental examinations and of scientific tests or experiments made in connection with the particular case, or copies thereof;
- D. Written lists of the names and addresses of all witnesses;

1
2

4 Documents which are privileged or otherwise prohibited from disclosure by state or federal law are
5 protected from discovery under this article. The employee may be represented by the union president or
6 president's designee or an attorney at the hearing. The employee or the employee's representative shall be
7 allowed to call witnesses and/or question adverse witnesses at the hearing.

9 Discipline may be imposed after the hearing. The employee at his/her option may waive the hearing. The
10 Fire Chief or his designee may place a member on administrative leave with pay pending the outcome of
11 the hearing set forth in this section.

13 **Section 37.5 Appeal of Discipline** Discipline is subject to the grievance procedure set forth in
14 Article 6, Section 4.

16 **Tentative Agreement: 4/2/2025**
17 **(No Change)**

20 **ARTICLE 38** **MEDICAL RECORDS**

22 Medical records of an employee shall be considered confidential and maintained in accordance with all
23 state and federal statutes including but not limited to HIPAA.

25 **Tentative Agreement: 4/2/2025**
26 **(No Change)**

29 ARTICLE 39 WAGE TABLE OF BASE WAGE RATES

31 **Section 39.1** The base wage rates as listed in Appendix A shall be effective through July 31,
32 ~~2025~~2028.

34 **Section 39.2** Forty (40) hours per week shall be used as base hours when calculating hourly payments
35 under this Agreement. This can be computed by doing the following:

37 Annual pay divided by 2080 hours = per hour base rate of pay.

39 Effective August 1, 2025, the wage table (Appendix A) shall reflect a market adjustment of \$3.00 /hour as
40 applied to the top-level Firefighter 40-hour rate.

41 Effective January 1, ~~2023-2026~~ the wage table (Appendix A) shall reflect ~~an an~~ annual increase of 11.0%
42 ~~(which includes a 4.0% annual increase combined with a 'roll-in' of the paramedic differential at 7.0%).~~

43 Effective January 1, ~~2024~~2027 the wage table (Appendix A) shall reflect an annual increase of 3.0%.

44 Effective January 1, ~~2025-2028~~ the wage table (Appendix A) shall reflect an annual increase of 3.0%.

46 Differential for officers is calculated using the rank immediately below the affected rank. The differential
47 shall be 12.7% through December 31, 2025. The differential shall be 11.5% effective January 1, 2026.

49 [n.b., included in this proposal is a change on 1/1/2026 to the intervals between each step in the step scale,
50 resetting each step increase to 8.0%, from entry up to top-level FF pay. The wage table formulas utilize a
51 rounding rule out to 4 digits from the decimal point (ten-thousandths)].

**CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT**

Section 39.3 Lateral Hiring. Newly-hired firefighters with at least one (1) year of full-time service as a firefighter may be placed into the applicable step on the wage schedule based on their years of full-time experience as a firefighter. When an employee is placed above the entry step, the employee shall advance to the next applicable step on each subsequent anniversary date of his or her continuous employment with the City. Irrespective of the employee's placement on the scale under this Section, the new hire probationary period shall still apply. Placement on the scale will not confer any additional seniority on any new hire beyond his or her full-time hire date with the City of Newark.

Tentative Agreement: 6/30/2025

ARTICLE 40 CONTRACTING OUT

It has been in the past and will continue to be in the future the City of Newark's intent to provide professional service to our citizens at a competitive overall cost to the community.

Our current firefighter/paramedic workforce has provided that kind of service for Newark and therefore, no member of Local 109 of the I.A.F.F. will be displaced by any external firefighter/paramedic providing organization.

**Tentative Agreement: 4/2/2025
(No Change)**

ARTICLE 41 TUITION REIMBURSEMENT

Section 41.1 Eligibility All full-time employees with one or more years of continuous active service shall be eligible for 100% reimbursement up to an annual (designated fiscal year) individual aggregate amount of thirty five hundred dollars (\$3,500.00) for undergraduate courses taken towards an Associates or Bachelor's degree and forty five hundred dollars (\$4,500.00) for graduate courses taken towards a masters or other graduate degree. If there is an expected surplus in tuition reimbursement funds, an employee who has reached their allotted maximum may request the Fire Chief or designee for additional tuition reimbursement funds. The annual aggregate liability to the City for the entire Fire Division will not exceed twenty-five thousand dollars (\$25,000) per fiscal year.

Employees will submit the request per quarter, semester or other module, established by the institution, in advance and include the full amount (tuition and estimated cost of allowed expenses requested). Upon approval, a purchase order will be issued encumbering the money. The availability of funds is on a first come, first served basis and there is no guarantee of approval if the total amount described in paragraph one is exhausted. A report will be published monthly by the division fiscal manager and distributed to the Chief and the IAFF President.

Employees will notify the Office of the Chief, in writing, within seven (7) calendar days if they withdraw from a course, fail the course, or fail to obtain a C or above, the course is cancelled or in any other event in which reimbursement will not be permitted. The monies encumbered can then be unencumbered and made available to other employees. Employees failing to make a proper notification may have their privileges under this Article suspended for a period of six (6) months.

CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT

Public Safety classes taken pursuant to paragraph "C" and not part of a degree program are limited to one course per year at a total cost not to exceed five hundred dollars (\$500.00). These funds are subject to availability of funds listed in paragraph one. These courses are subject to the approval of the Fire Chief with regards to manpower and operational needs.

The tuition reimbursement program shall be subject to the following conditions:

- A. All courses applied towards a degree must be taken during other than scheduled working hours, unless otherwise approved by the chief. All scheduled hours for courses of instruction must be filed with the Chief or his designee. All courses are subject to the approval of the Chief. There must be a correlation between the member's duties and responsibilities and the courses taken or the degree program pursued. Any situation which, in the discretion of the Chief, would require a member's presence on the job shall take complete and final precedence over any time scheduled for courses.
- B. Any financial assistance from any governmental or private agency available to a member, whether or not applied for and regardless of when such assistance may have been received, shall be deducted in the entire amount from the tuition reimbursement the member is eligible for under this section. If a member's tuition is fully covered by another governmental or private agency, then the member is not entitled to any payment from the City.
- C. Employees seeking authorization of a tuition reimbursement must first submit to the department head for review, all necessary information pertaining to the proposed course degree to be pursued, the educational institution and the employee's best estimate of courses to be taken.

Courses must be taken at accredited colleges, universities, technical and business institutes or through their established extension centers, and Fire Academies or courses, which must first be approved by the Fire Chief, Safety Director, and the Human Resources Director
- D. Reimbursement for tuition will be made when the member satisfactorily completes (attains at least a grade of "C": or its equivalent for undergraduate work and a grade of at least "B" or its equivalent for graduate work) a course and presents an official certificate or its equivalent and a receipt of payment or copy of the unpaid bill from the institution confirming completion of the approved course.
- E. Reimbursement for required books, instructional materials and fees other than penalty fees for any course outlined in paragraph D shall be at 100%. Reimbursement for books and instructional materials which are strongly advised, though not required, shall be at 25%. There shall be no reimbursement for meals, travel expenses, housing, or extra-curricular activities.
- F. Department equipment will be made available for departmental sponsored classes or tuition reimbursement approved classes, with the approval of the Chief of Fire.
- G. Any employee participating in the tuition reimbursement program who resigns (except resignation due to disability), retires (except retirement due to disability) or is discharged for cause must repay the tuition reimbursement paid by the City for courses taken less than two years prior to the date of termination or discharge. If necessary, this amount will be deducted from the employee's terminal leave pay or final paycheck.

Tentative Agreement: 4/2/2025

(No Change)

Section 42.1 Certification Required All Employees hired after November 19, 2002 shall be required to obtain paramedic certification within ~~three~~five years of his or her hire date as a condition of employment, provided that the City shall pay for and enroll the employee in a paramedic program within ~~one~~two years from the employee's date of hire. All employees hired after January 1, 2007 must retain their paramedic certification unless given chief's approval.

Section 42.2 Continuation of Certification Non-officer bargaining unit members who are certified paramedics may drop or not renew their paramedic certification so long as there remain forty-six (46) other non-officer certified paramedics below them in seniority on the Department.

Tentative Agreement: 6/30/2025

Section 43.1 The City shall provide the necessary training for the level of service provided. The Training Coordinator shall assess the priority of needs and channel identified funds for training toward those needs. The division and Union will continue to review and assess the training needs of the Division.

A. The Division shall provide the necessary training to maintain state EMT certification for all members. This shall include, but not limited to, on and off company training and an internet based continuing education program.

CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
202~~52~~-202~~85~~ COLLECTIVE BARGAINING AGREEMENT

B. By October 1 of proceeding year the EMS coordinator will meet with the Medical Director to determine required training.

C. The Division shall provide a minimum of four (4), off company, EMT or fire training sessions a year with a minimum of four (4) hours for each session. Each class will be offered twice and an employee may only be compensated once for each class. Members shall be compensated with overtime pay or comp time, at the employee's choice, at the overtime rate, for the number of hours attended. These sessions shall be in addition to Pediatric Advanced Life and Advanced Cardiac Life Support, which will be offered when members are not assigned to company or normal work business within the Division, on alternate years.

Tentative Agreement: 4/2/2025
(No Change)

ARTICLE 44 DIRECT DEPOSIT OF PAY

All employees shall have their net pay directly deposited into their personal account at a financial institution of their choice. Direct deposit of pay is based upon the written authorization and instructions of the employee. The City will endeavor to provide direct deposit with local financial institutions but shall not be required to furnish direct deposit with any particular financial institution if the City determines that it is impracticable to do so. The City shall have no responsibility for any errors or omissions made by the employee's financial institution with regard to the direct deposit of the employee's paycheck or the employee's personal account.

Tentative Agreement: 4/2/2025
(No Change)

ARTICLE 45 EMPLOYEE DRUG TESTING

Section 45.1 Purpose The purpose of this policy is to provide all employees of the Newark Fire Department with the notice of the provisions of the Department drug testing program.

Section 45.2 Policy It is the policy of the Newark Fire Department that the critical mission of emergency services justifies maintenance of a drug-free work environment through the use of a reasonable employee drug testing program. The uniquely compelling interest of the emergency services profession justifies the use of employee drug testing. Officer integrity and public trust are essential components of a successful emergency services department. Therefore, in order to maintain public trust, it is the policy of the Newark Fire Department to implement a drug testing program for all employees in safety-sensitive positions.

Section 45.3 Definitions

A. **Drug Test.** The compulsory production and submission of urine, or blood or submission to a breathalyzer, by an employee in accordance with Departmental procedures, for chemical analysis to detect prohibited drug or alcohol usage. While this Policy contemplates the general submission of urine for detection and analysis of controlled substances, it does not preclude the departmental from using a blood or other test for the same purposes.

**CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT**

1 B. Reasonable Suspicion. That quantity of proof or evidence that is more than a hunch, but
2 less than probable cause. Reasonable suspicion must be based on specific, objective facts and any
3 rationally derived inferences from those facts about the conduct of an individual that would lead
4 the reasonable person to suspect that the individual is or has been using illegal drugs while on or
5 off duty.

6
7 C. Random Selection. A method of selection in which each and every employee has an equal
8 chance to be selected for drug testing each and every time a selection is conducted. This random
9 selection process shall be conducted by an outside agency. Up to twenty percent (20%) of the
10 employees shall be randomly selected on an annual basis.

11 D. Probationary Employees. Newly hired employees whose probationary period is determined
12 by existing labor laws and contractual obligations between the City and their respective unions. A
13 probationary employee shall be any person who is conditionally employed with the Department.

14
15 E. Controlled Substances. Any substance which is illegal to consume, possess, manufacture
16 or distribute, or any psychoactive substance, drug, or medication that requires the prescription of
17 a licensed medical practitioner. A drug, compound, mixture, preparation or substance included in
18 schedule I, II, III, IV, or V.

19
20 F. Drug. Any substance, including alcohol, that is restricted or prohibited by this Policy, state, or
21 federal law.

22
23 G. Dangerous Drug. Dangerous drug has the same meaning as in section 4729.01 of the
24 Revised Code.

25
26 H. Prescription Drug. Any controlled substance or drug for which the employee is currently, or
27 was previously, lawfully prescribed by a licensed physician.

28
29 **Section 45.4 Prohibited Activities**

30
31 A. No employee shall illegally possess any controlled substance.

32
33 B No employee shall ingest any controlled or dangerous substance, unless
34 prescribed by and taken in accordance with directions of a licensed medical
35 practitioner.

36
37 C. No employee shall consume any intoxicating beverage while on duty or on
38 Department premises unless authorized by a supervisor in the course of his or her
39 employment.

40
41 D. No employee shall report for duty with the odor of alcohol on their breath or under
42 the influence of alcohol (as defined below).

43
44 E. No employee shall report for work or be on duty when his or her judgment or
45 physical condition has been impaired by alcohol, controlled, dangerous or illegal
46 substances.

47
48 **Section 45.5 Required Activities**

49
50 A. Employees shall notify their immediate supervisor when required to use
51 Prescription Drugs or other medicine which they are aware has the potential to

CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT

impair job performance and could constitute a direct threat to themselves, the public or other employees if called to respond to an emergency or perform their essential job duties while under the drug's influence. The employee shall advise the supervisor of the known side effects of such medication and the prescribed period of use. The Employee is not required to disclose the reason for the prescription.

1. Supervisors shall document this information and maintain it in a secure file that is kept separate from any personnel or other management file.
2. The employee may be temporarily assigned to other duties, if appropriate.

B. Any employee who unintentionally ingests a controlled or illegal substance shall immediately report the incident to their supervisor so that appropriate medical steps can be taken.

C. Any employee having a reasonable basis to believe that another employee is illegally using, or in the possession of any controlled or illegal substance, shall immediately report the facts and circumstances to their supervisor.

D. Discipline of employees violating this policy will be in accordance with discipline procedures.

E. Employees who believe that they have a drug and/or alcohol problem and require treatment and/or rehabilitation must request a medical leave of absence in accordance with established procedures prior to when their drug and/or alcohol problem becomes a performance problem or exposes other employees or the public to a threat of harm or risk of injury. Employees who request a medical leave of absence in accordance with this Section shall not be subject to disciplinary action. Such employees may, however, be subject to a return-to-work drug and alcohol test and to periodic drug and/or alcohol testing after their return to work when required by their treatment plan and or recommended by their treatment counselors. Employees may not request a leave of absence pursuant to this Section after being requested to submit to a drug and/or alcohol test pursuant to this Policy.

Section 45.6 Probationary Employee Drug Testing

- A. All probationary employees shall be required as a condition of employment to participate in any drug test during the probationary period.
- B. Probationary employees violating this Article will be subject to the disciplinary procedure, up to and including termination.

Section 45.7 Employee Drug Testing

- A. All employees will be required to submit to drug and/or alcohol tests, as a condition of continued employment. Employees selected for any drug and/or

CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
202~~52~~-202~~85~~ COLLECTIVE BARGAINING AGREEMENT

alcohol testing must submit to the testing procedures within one hours of receiving the order from the Chief and/or his designee.

- B. The Chief, or Assistant Chief may order an employee to take a drug test upon documented reasonable suspicion that the employee is or has been using illegal drugs, or improper use of controlled substances or is under the influence of alcohol in violation of this Policy. A summary of the facts supporting the order shall be made available to the employee prior to the test.
- C. A drug test will not be a part of any Annual Medical Evaluation.
- D. Employees may be subject to drug testing prior to returning to work after any 45 calendar day or more absence.
- E. Employees may be subject to drug testing after any on-the-job injury requiring medical treatment or vehicle accident involving City property or equipment.

Section 45.8 Drug Testing Procedures

- A. The testing procedures and safeguards provided in this Policy shall be adhered to by the Ohio Health Consortium. If OHC no longer offers this service, the new agency must be DHHS and SAMHASA certified.
- B. Personnel authorized to administer drug tests shall require positive identification from each employee to be tested before entering the testing area.
- C. A pre-test interview shall be conducted by testing personnel with each employee in order to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to any drug or compound that may have an effect on the test that could result in a false positive test result. Employees who test positive for any controlled substance will have 24 hours to produce a copy of a lawfully issued current prescription for the tested substance.
- D. The area in which the urine, breath or blood samples are collected shall be private and secure.
- E. Authorized testing personnel shall search the urine, breath, or blood sample collection area before each employee enters to produce a urine sample and document that the area is free of foreign substances and free of contamination.
- F. Prior to entering the collection area, each employee will provide satisfactory proof that they do not possess anything that may invalidate the test. Disrobing may be necessary to satisfy testing personnel.
- G. Each employee will enter the collection area when directed to and produce a urine, blood, or breath sample that will be collected by testing personnel.

CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT

- H. Testing personnel will observe the production of a urine, blood, or breath sample by each employee in a way that will ensure integrity of the collection and testing procedure.
- I. Where the employee to be tested appears unable, or unwilling to give a specimen at the time of the test, testing personnel will document the circumstances on a drug test report form. The willing but unable employee will remain in the testing area and be given a reasonable amount of water to induce urination, if applicable.
- J. Failure to produce a urine, blood or breath sample shall be considered a refusal to submit to a drug test.
- K. Employees have the right that their urine sample be split. The urine sample must be provided at the same time, marked, and placed in identical specimen containers. One sample shall be submitted for immediate testing; the other shall be refrigerated and stored in a secure location.
- L. In the case of a split sample or a second sample, the second sample will be released by the testing agency under the following conditions and circumstances:
1. The first specimen tested positive for a controlled substance; and
 2. The employee wishes to have the second specimen tested by an independent laboratory; and
 3. The laboratory conforms with professionally accepted local, state, or federal requirements for drug analysis; and
 4. A representative of the laboratory selected by the employee takes control of and observes the chain of custody procedures.
- M. Specimen samples shall be sealed, labeled, and checked for authenticity and verification. Samples shall be stored in a secure and refrigerated atmosphere until tested or delivered to a testing lab representative.
- N. Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained immediately, under direct supervision of testing personnel.

Section 45.9 Drug Testing Methodology

- A. The testing or processing phase shall consist of a two-step procedure:
1. Initial screening test; and
 2. Confirmation test.
- B. The laboratory conducting the analysis shall be experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis.

CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT

- C. All drug testing performed under this policy shall be performed by a professionally qualified laboratory meeting standards defined by local, state, or federal authorities and approved by this agency.
- D. The urine, blood or breath sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the Chief or his designee shall be held until the confirmation test results are obtained.
- E. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.
- F. The drug screening test selected shall be capable of identifying marijuana, cocaine, and every major drug of abuse, including heroin, amphetamines, and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine, blood or breath samples or adequately trained in collection procedures.
- G. Concentrations of the listed drugs at or above the following levels shall be considered a positive test result when using the initial fluorescence polarization immunoassay analysis drug screening test:

Initial Test Cutoff Levels in nanogram/milliliter (ng/ml)

	Level (ng/ml)
Marijuana	50
Cocaine	300
Opiate metabolites	2000
Phencyclidine	25
Amphetamines	1000

Notwithstanding the foregoing, the listing of only certain controlled substances does not preclude the Department from determining the concentrations of other, unlisted controlled substances to constitute a positive drug test.

- H. Concentrations of the following drugs at or above the following levels shall be considered a positive test result when performing a confirmatory gas chromatography/mass spectrophotometry (GC/MS) test on a urine specimen that tested positive using a technologically different initial screening method:

Confirmatory Test Cutoff Levels in nanogram/milliliter (ng/ml)*

	Level (ng/ml)
Marijuana metabolite (1)	15
Cocaine metabolite (2)	150
Opiates:	
Morphine	2000

CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT

Codeine 2000

6-Acetyl morphine (3) 10

Phencyclidine 25

Amphetamines:

Amphetamines 500

Methamphetamine (4) 500

(1) Delta-9-tetrahydrocannabinol-9-carboxylic acid

(2) Benzoylecoginine

(3) Test for 6-AM when morphine concentrations exceed 2000
ng/ml.

(4) Specimen must also contain amphetamine at a
concentration of 200 ng/ml.

(*) Test thresholds employed by D.E.A., effective 1999.

Notwithstanding the foregoing, the listing of only certain controlled substances does not preclude the Department from determining the concentrations of other, unlisted controlled substances to constitute a positive drug test.

- I. The legal right of all personnel to maintain confidentiality in the results of their drug tests shall be observed by all employees. Any employee who breaches the confidentiality of testing information shall be subject to discipline.
- J. A report of positive confirmatory test results shall be submitted in writing by a Medical Review Officer certified AAMRO and MROCC. After review, if still positive, written results will be given to the Fire Chief by the MRO.
- K. Employees who receive a confirmed positive drug or alcohol test in accordance with this Policy for any controlled substance or alcohol may be subject to disciplinary action
- L. Notwithstanding the foregoing, employees who receive a confirmed positive test for alcohol or any drug tested for the illegal use shall be required to successfully complete medical treatment and/or rehabilitation at an accredited facility at the employer's expense (which may include, among other things, the employee's medical insurance when applicable). If during a five year period, a second test results in a positive finding, the employee will be required to successfully complete medical treatment and/or rehabilitation at an accredited facility at the employee's expense (which may include, among other things, the employee's medical insurance when applicable). Upon return to work, for the next five (5) year period, the employee will participate in required random testing up to six (6) times per year. During this five (5) year period, if a positive test is incurred, the employee's employment will be terminated.
- M. If there are no positive results in the five year period all results will be maintained separate and not considered in any future decision with regard to the employee.

**CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
202~~52~~-202~~85~~ COLLECTIVE BARGAINING AGREEMENT**

Section 45.10 Chain of Evidence and Storage

- A. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.
- B. Where a positive result is confirmed, urine specimens shall be maintained in secured, refrigerated storage for an indefinite period.

Section 45.11 Drug Test Results

- A. All records pertaining to department required drug testing shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought, unless otherwise required by law.
- B. Drug test results and records shall be stored and retained in Compliance with state and federal law and applicable retention schedules, or for an indefinite period in a secured area when state law does not apply.

**Tentative Agreement: 6/30/2025
(No Change)**

ARTICLE 46 JURY DUTY

Each employee who is called to and reports for jury duty shall be excused from any regularly scheduled workdays for municipal, state, or federal jury service.

Each employee so excused shall be compensated at his/her regular hourly rate less his/her jury pay for days the employee otherwise would have been scheduled to work for the City of Newark and does not work.

If jury service is for a period of time less than each employee's regularly scheduled work day, he/she shall only be excused for that period of the day required for such service, plus reasonable time for travel and changing clothes.

Each employee(s) shall only be entitled to the benefits herein if he/she gives five (5) day prior notice of such jury call and presents proper evidence of the jury duty performed to the Fire Chief.

**Tentative Agreement: 4/2/2025
(No Change)**

ARTICLE 47 HEALTH RELATED FITNESS PROGRAM

Should the City implement a health related fitness program, it will be specifically designed for each Firefighter to obtain a level of fitness consistent with the duties he or she may be called to perform. The health related fitness program shall be a positive program and not punitive in design; allow for age and position in the department; allow for on duty time participation utilizing facilities provided or arranged by

CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT

the city; provide for rehabilitation and remedial support for those in need; and be reasonable and equitable to all participants.

If the City implements a health related fitness program, the program shall be developed by a health related fitness committee consisting of: A Local 109 Executive Board Member, two (2) firefighters appointed by the Local President, two (2) officers appointed by the Chief and a representative of the Human Resources Department.

Prior to the implementation of any physical fitness program each participant shall be medically evaluated and certified by the Fire Departments Health Care Provider. Such medical evaluation and certification shall be accordance with NFPA 1582 – Standards on Medical Requirements for Firefighters. Medical evaluations shall be in accordance with State and Federal laws. Any medical evaluation or certification shall be at no cost to the employee.

The Fire Department shall ensure that the results of all medical evaluations and physical performance test shall remain confidential. The Fire Department shall be informed by the evaluating physician only as to whether each Firefighter is certified or not certified.

Section 47.1 Incentive Program The City and the IAFF recognize and agree that the maintenance of good health and physical fitness is beneficial for the efficiency and safety of all bargaining unit members. Therefore, a program has been developed that encourages acceptable levels of physical fitness.

The program is voluntary; however, all bargaining unit members are strongly encouraged to actively participate in the program and improve their level of health and fitness.

Section 47.2 Program Design

Each bargaining unit member will have two (2) opportunities to participate in the Physical Fitness Testing (PFT) program each year, which will generally be scheduled in the Spring and Fall.

Section 47.3 Physical Fitness Test (PFT)

The Physical Fitness Test will be administered by Fire Chief or his designee mutually agreed to by the City and the IAFF and will consist of the following phases:

- A. Muscular Endurance (Core Body) – One (1) Minute Sit Up.
- On the “Get Ready” command the member assumes the starting position by lying flat on their back with knees bent at forty-five (45) degrees. Feet may be together or up to twelve (12) inches apart, resting on the ground and may be stabilized by a partner holding the ankles with the hands only. The member’s fingers must be interlocked behind the neck or head or the members’ arms may be crossed on their chests. On the “Begin” command, the member starts raising the upper body to the up position with elbow touching knees. The member lowers the body until the upper portion of the back (should blades) touches the mat. The head, hands, arms, and elbows don’t have to touch the ground. The up position is the only authorized rest position. Failing to reach the up position, failing to keep the

CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT

1 fingers locked behind the neck or head, arching or bowing the back and raising the buttocks
2 off the ground to raise the upper body, or allowing feet to leave the floor will result in
3 incorrect movements. Incorrect movements will not be counted. Each member has sixty
4 (60) seconds to complete as many correct sits as they can. Members will be evaluated in
5 this event in accordance with Chart A.

6
7 **B. Muscular Endurance (Upper Body) – Maximum Push Ups.**

8 On the “Get Ready” command, the member will assume the front-leaning rest position
9 (push-up) with the arms straight, elbows locked, hands about shoulder width apart, and
10 palms placed on the floor. The feet may be together or up to twelve (12) inches apart. The
11 body should be essentially straight when viewed from the side, from the shoulders to the
12 ankles. On the “Begin” command, the member starts the push-up by bending the elbows
13 and lowering the entire body until the chest touches the fist of the Chief’s designee (the
14 upper arms should be parallel to the ground at this point). The member returns to the
15 starting position by raising the entire body until the arms are fully extended. The member
16 may rest in the up (elbows locked) position only. The body must remain in a generally
17 straight line and as a single unit for the entire repetition. Failure to keep the body straight
18 or to properly lower the entire body until the chest touches the Chief’s designee fist or
19 allowing any part of the body other than the hands or feet to touch the ground results in
20 disqualification. Incorrect movements will not be counted. Each member has sixty (60)
21 seconds to complete as many push-ups as they can. Members will be evaluated in this
22 event in accordance to Chart B.

23
24 **C. Aerobic Capacity (Cardio Respiratory) – 1.5 Mile Run**

25 At the start, all members will be lined up behind the starting line, on a flat, level course.
26 Members are instructed to complete the 1.5 mile run and to listen to their finish time. On
27 the command “GO”, the timing clock will be started and the members will begin running
28 at their own pace. The Chief’s designee timing the event will begin calling off the time in
29 minutes and seconds as the members approach the finish line. Each member’s time will
30 be recorded after they pass through the finish line. Members will be evaluated in this event
31 in accordance to Chart D, or such other standard as the parties mutually agree.

32
33 **Section 47.4 Incentive Program**

34
35 Members who are rated as Level 1 or Level 2 in every phase of the Physical Fitness Test
36 are eligible to participate in the Incentive Program. The Incentive Program has two (2)
37 components:

38
39 **A. Compensatory Time Incentive. Members who are rated as Level 1 or Level**
40 **2, in all phases of the PFT will receive incentives as follows:**

- 41 1. Members who are rated as least Level 1 in all phases of the PFT will
42 receive incentive of twelve (12) hours of compensatory time added to their
43 compensatory time balance for each testing session
 - 44 2. Members who are rated at least Level 2 in all phases of the PFT will
- 45

CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT

- receive incentive of twenty-four (24) hours of compensatory time added to their compensatory time balance for each testing session.
3. Members are eligible to receive only the incentive set forth in (1) or (2), but not both.
4. Members who qualify will be eligible to receive incentives after 07-01-2004. Members must re-qualify for incentives each year by applying for participation and meeting Level 1 or Level 2 standards in all phases.

B. Incentive Recognition Awards. Members who are rated in Level 1 or Level 2 in all phases of the PFT will be eligible to receive and wear the following awards:

1. Members who are rated at least Level 1 in each phase of the PFT will receive the Physical Fitness Award Uniform Ribbon.
2. Members who are rated at least Level 2 in each phase of the PFT will receive a Physical Fitness Award Uniform Ribbon with a star, to denote superior fitness levels.
3. Members receiving the incentive awards set forth in (1) and (2) above shall be eligible to wear awards until the member fails to participate in the program the following year, or fails to meet the Level 1 or Level 2 standards in all phases during the PFT in the following year.

Chart A
Muscular Endurance (Core Body)
One Minute Sit Ups

Level 1	Level 2
27 to 32	33 to 39

Chart B
Muscular Endurance (Upper Body)
Maximum Push Up, One Minute Time Limit

Level 1	Level 2
18 to 23	24 to 37

Chart D
Aerobic Capacity (Cardio Respiratory)
1.5 Mile Run (min/sec)

Level 1	Level 2
13:54.1 to 15:20	11:38.1 to 13:54

The suggested test battery is as follows:

- one minute sit up
- maximum push up one minute
- 1.5 mile run

CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT

The procedure and order for testing is recommended as follows:

1. Perform the One Minute Sit Up test and rest for 5 to 10 minutes.
2. Perform the Maximum Push Up test, then rest for 5 to 15 minutes.
3. Do cardio-warm up for 2 to 3 minutes, then perform the 1.5 mile run and cardio-cool down for 5 minutes.

Tentative Agreement: 4/8/2025
(No Change)

ARTICLE 48 **PAYOUT OF VACATION, SICK LEAVE AND
COMPENSATORY TIME**

A bargaining unit member, at the time of retirement, may opt to have his accumulated compensatory time, vacation time and sick leave sell back paid out in a deferred payment option. Prior to the date the employee is set to retire, the employee will notify the employer of a desire to take a deferred payment option as allowed under this article of the contract. The member taking such option shall receive one-third value of the total payout at the first pay period after retirement. The second payment of one-third the total value of the payout shall be paid twelve months following the date of retirement. The last payment of one-third the total value of the payout shall be paid twenty-four months following the date of the employee's retirement.

The City shall provide the employee an IRS W-2 for the second and/or final installment of the payout due the employee at time of retirement and withhold the proper taxes for the second and/or final payout payments. This payout is at the option of the employee and the employee can still opt for a single payout at time of retirement. All payments shall be in accordance with IRS regulations.

Tentative Agreement: 4/2/2025
(No Change)

ARTICLE 49 **DURATION OF AGREEMENT**

Section 49.1 **Duration** This Agreement shall be effective upon execution, and shall remain in full force and effect through July 31, ~~2025~~2028, unless otherwise terminated as provided herein.

Section 49.2 **Notice of Negotiate** If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent in accordance with SERB rules.

Section 49.3 **Waiver** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make requests and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agree that the other shall not bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either of both parties at the time they negotiated or signed this Agreement.

CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
202~~52~~-202~~85~~ COLLECTIVE BARGAINING AGREEMENT

Tentative Agreement: 6/30/2025

EXECUTION

Dated this _____ day of _____ 2025, _____ at Newark, Ohio.

FOR THE CITY OF NEWARK, OHIO

FOR THE UNION, IAFF LOCAL 109

CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT

MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF NEWARK, OHIO
AND IAFF LOCAL #109

RE: Health Care Committee

WHEREAS, the City and FOP negotiated and executed collective bargaining agreements (“CBA”) effective through September 30, 2027 for the “Blue” and “Gold” units (the “2025-2027 FOP CBAs”);

WHEREAS, the City and FOP negotiated to make certain changes to Article 37, Insurance, in the FOP CBAs; specifically, in Section 37.2, which addresses the Health Care Committee (“HCC”);

WHEREAS, the City and IAFF Local 109 voluntarily commenced negotiations for a successor CBA in April 2025, prior to the expiration of their 2022-2025 CBA;

WHEREAS, the City and IAFF agreed that a successor CBA (the “2025-2028 IAFF CBA”) would be in effect from August 1, 2025 or its date of execution, whichever is later, through July 31, 2028;

WHEREAS, the City and IAFF negotiated to make certain changes to Article 27, Insurance; specifically, in Section 27.2, which addresses the Health Care Committee (“HCC”);

WHEREAS, the City and IAFF acknowledge that the current collective bargaining agreement between the City and the American Federation of State, City, and Municipal Employees (“AFSCME”), contains substantially similar language concerning the HCC;

NOW THEREFORE, the City and IAFF enter into this Memorandum of Understanding, and state as follows:

The City and IAFF hereby agree that the revisions in Article 27, Section 27.2 shall take effect immediately upon the execution of Collective Bargaining Agreements and/or memoranda of understanding with the City’s other bargaining unit (i.e., AFSCME) that contains substantially similar revisions to those made by the City and FOP in the 2025-2027 FOP CBAs, and between the City and the IAFF in the 2025-2028 IAFF CBA.

Until such time as the revisions to Article 27, Section 27.2 take effect under the preceding paragraph, the parties agree to maintain the status quo ante (as set by the 2022-2025 CBA) with respect to the operation of the HCC.

CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
202~~52~~-202~~85~~ COLLECTIVE BARGAINING AGREEMENT

MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF NEWARK, OHIO
AND IAFF LOCAL #109

RE: Health Care Committee

Dated this _____ day of _____ 2025, _____ at Newark, Ohio.

FOR THE CITY OF NEWARK, OHIO _____ FOR THE UNION, IAFF LOCAL 109

**CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT**

APPENDIX A

	Effective 1/1/2023		Effective 1/1/2024		Effective 1/1/2025	
	4%		4%		4%	
	40 Hour Base Rate	Base Rate x 2080 Hours	40 Hour Base Rate	Base Rate x 2080 Hours	40 Hour Base Rate	Base Rate x 2080 Hours
FF 1-12 Mo.	\$ 22,824.8	\$ 47,475.58	\$ 23,737.8	\$ 49,374.60	\$ 24,687.3	\$ 51,349.58
FF 13-24 Mo.	\$ 25,104.1	\$ 52,216.62	\$ 26,108.3	\$ 54,305.28	\$ 27,152.6	\$ 56,477.50
FF 25-36 Mo.	\$ 27,408.3	\$ 57,009.32	\$ 28,504.7	\$ 59,289.69	\$ 29,644.8	\$ 61,661.28
FF 37-48 Mo.	\$ 29,700.2	\$ 61,776.32	\$ 30,888.2	\$ 64,247.37	\$ 32,123.7	\$ 66,817.27
FF 49+ Mo.	\$ 32,006.7	\$ 66,573.95	\$ 33,287.0	\$ 69,236.91	\$ 34,618.5	\$ 72,006.39
LT	\$ 36,071.6	\$ 75,028.84	\$ 37,514.4	\$ 78,030.00	\$ 39,015.0	\$ 81,151.20
CPT	\$ 40,652.6	\$ 84,557.51	\$ 42,278.8	\$ 87,939.81	\$ 43,969.9	\$ 91,457.40
AC	\$ 45,815.5	\$ 95,296.31	\$ 47,648.2	\$ 99,108.16	\$ 49,554.1	\$ 103,072.49

	Effective 1/1/2023		Effective 1/1/2024		Effective 1/1/2025	
	4%		4%		4%	
	48 Hour Base Rate	Base Rate x 2496 Hours	48 Hour Base Rate	Base Rate x 2496 Hours	48 Hour Base Rate	Base Rate x 2496 Hours
FF 1-12 Mo.	\$ 19,020.7	\$ 47,475.58	\$ 19,781.5	\$ 49,374.60	\$ 20,572.8	\$ 51,349.58
FF 13-24 Mo.	\$ 20,920.1	\$ 52,216.62	\$ 21,756.9	\$ 54,305.28	\$ 22,627.2	\$ 56,477.50
FF 25-36 Mo.	\$ 22,840.3	\$ 57,009.32	\$ 23,753.9	\$ 59,289.69	\$ 24,704.0	\$ 61,661.28
FF 37-48 Mo.	\$ 24,750.1	\$ 61,776.32	\$ 25,740.1	\$ 64,247.37	\$ 26,769.7	\$ 66,817.27
FF 49+ Mo.	\$ 26,672.3	\$ 66,573.95	\$ 27,739.1	\$ 69,236.91	\$ 28,848.7	\$ 72,006.39
LT	\$ 30,059.6	\$ 75,028.84	\$ 31,262.0	\$ 78,030.00	\$ 32,512.5	\$ 81,151.20
CPT	\$ 33,877.2	\$ 84,557.51	\$ 35,232.3	\$ 87,939.81	\$ 36,641.6	\$ 91,457.40
AC	\$ 38,179.6	\$ 95,296.31	\$ 39,706.8	\$ 99,108.16	\$ 41,295.1	\$ 103,072.49

CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT

APPENDIX A

FIREFIGHTER

<u>Effective 8/1/2025</u>		
-	-	-
-	-	-
<u>Market Adjustment (\$3.00 tp top rate 40-hr FF)</u>		
-	-	-
-	<u>40 Hour Base Rate</u>	<u>Base Rate x 2080 Hours</u>
FF 1-12 Mo.	\$ 26.8267	\$ 55,799.54
FF 13-24 Mo.	\$ 29.5056	\$ 61,371.65
FF 25-36 Mo.	\$ 32.2138	\$ 67,004.70
FF 37-48 Mo.	\$ 34.9075	\$ 72,607.60
FF 49+ Mo.	\$ 37.6185	\$ 78,246.48
LT	\$ 42.3960	\$ 88,183.68
CPT	\$ 47.7803	\$ 99,383.02
AC	\$ 53.8484	\$ 112,004.67
-	-	-
-	-	-
-	<u>48 Hour Base Rate</u>	<u>Base Rate x 2496 Hours</u>
FF 1-12 Mo.	\$ 22.3556	\$ 55,799.54
FF 13-24 Mo.	\$ 24.5880	\$ 61,371.65
FF 25-36 Mo.	\$ 26.8448	\$ 67,004.70
FF 37-48 Mo.	\$ 29.0896	\$ 72,607.60
FF 49+ Mo.	\$ 31.3488	\$ 78,246.48
LT	\$ 35.3300	\$ 88,183.68
CPT	\$ 39.8169	\$ 99,383.02
AC	\$ 44.8737	\$ 112,004.67

Formatted Table

- 1
- 2
- 3

	<u>Effective 1/1/2026</u>	<u>Effective 1/1/2027</u>	<u>Effective 1/1/2028</u>
- <u>ACB %</u>	<u>4.00%</u>	<u>3.00%</u>	<u>3.00%</u>
- <u>PARAMEDIC</u>			
<u>ROLL IN</u>			
-			

Page 60 of 65

**CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT**

	<u>48 Hour Base Rate</u>	<u>Base Rate x 2496 Hours</u>	<u>48 Hour Base Rate</u>	<u>Base Rate x 2496 Hours</u>	<u>48 Hour Base Rate</u>	<u>Base Rate x 2496 Hours</u>
-						
<u>FF 1-12 Mo.</u>	<u>\$25.5768</u>	<u>\$63,839.78</u>	<u>\$26.3442</u>	<u>\$65,755.04</u>	<u>\$27.1345</u>	<u>\$67,727.71</u>
<u>FF 13-24 Mo.</u>	<u>\$27.6230</u>	<u>\$68,947.01</u>	<u>\$28.4517</u>	<u>\$71,015.36</u>	<u>\$29.3053</u>	<u>\$73,145.90</u>
<u>FF 25-36 Mo.</u>	<u>\$29.8328</u>	<u>\$74,462.75</u>	<u>\$30.7278</u>	<u>\$76,696.67</u>	<u>\$31.6497</u>	<u>\$78,997.57</u>
<u>FF 37-48 Mo.</u>	<u>\$32.2195</u>	<u>\$80,419.87</u>	<u>\$33.1861</u>	<u>\$82,832.46</u>	<u>\$34.1817</u>	<u>\$85,317.44</u>
<u>FF 49+ Mo.</u>	<u>\$34.7971</u>	<u>\$86,853.52</u>	<u>\$35.8410</u>	<u>\$89,459.13</u>	<u>\$36.9163</u>	<u>\$92,142.96</u>
<u>LT</u>	<u>\$38.7987</u>	<u>\$96,841.67</u>	<u>\$39.9627</u>	<u>\$99,746.93</u>	<u>\$41.1616</u>	<u>\$102,739.40</u>
<u>CPT</u>	<u>\$43.2606</u>	<u>\$107,978.47</u>	<u>\$44.5584</u>	<u>\$111,217.82</u>	<u>\$45.8952</u>	<u>\$114,554.43</u>
<u>AC</u>	<u>\$48.2356</u>	<u>\$120,395.99</u>	<u>\$49.6826</u>	<u>\$124,007.87</u>	<u>\$51.1732</u>	<u>\$127,728.19</u>

**CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT**

FIREFIGHTER / EMT

	<u>Effective 1/1/2026</u>		<u>Effective 1/1/2027</u>		<u>Effective 1/1/2028</u>	
<u>ACB %</u>	<u>4.00%</u>		<u>3.00%</u>		<u>3.00%</u>	
-						
	<u>40 Hour Base Rate</u>	<u>Base Rate x 2080</u>	<u>40 Hour Base Rate</u>	<u>Base Rate x 2080</u>	<u>40 Hour Base Rate</u>	<u>Base Rate x 2080</u>
		<u>Hours</u>		<u>Hours</u>		<u>Hours</u>
FF 1-12 Mo.	\$28.7568	\$59,814.14	\$29.6195	\$61,608.56	\$30.5081	\$63,456.85
FF 13-24 Mo.	\$31.0573	\$64,599.18	\$31.9890	\$66,537.12	\$32.9487	\$68,533.30
FF 25-36 Mo.	\$33.5419	\$69,767.15	\$34.5482	\$71,860.26	\$35.5846	\$74,015.97
FF 37-48 Mo.	\$36.2252	\$75,348.42	\$37.3120	\$77,608.96	\$38.4314	\$79,937.31
FF 49+ Mo.	\$39.1232	\$81,376.26	\$40.2969	\$83,817.55	\$41.5058	\$86,332.06
LT	\$43.6224	\$90,734.53	\$44.9310	\$93,456.57	\$46.2790	\$96,260.25
CPT	\$48.6389	\$101,169.00	\$50.0981	\$104,204.08	\$51.6010	\$107,330.18
AC	\$54.2324	\$112,803.43	\$55.8594	\$116,187.54	\$57.5352	\$119,673.15
-						
-						
-						
	<u>48 Hour Base Rate</u>	<u>Base Rate x 2496</u>	<u>48 Hour Base Rate</u>	<u>Base Rate x 2496</u>	<u>48 Hour Base Rate</u>	<u>Base Rate x 2496</u>
		<u>Hours</u>		<u>Hours</u>		<u>Hours</u>
FF 1-12 Mo.	\$23.9640	\$59,814.14	\$24.6829	\$61,608.56	\$25.4234	\$63,456.85
FF 13-24 Mo.	\$25.8811	\$64,599.18	\$26.6575	\$66,537.12	\$27.4573	\$68,533.30
FF 25-36 Mo.	\$27.9516	\$69,767.15	\$28.7902	\$71,860.26	\$29.6538	\$74,015.97
FF 37-48 Mo.	\$30.1877	\$75,348.42	\$31.0933	\$77,608.96	\$32.0262	\$79,937.31
FF 49+ Mo.	\$32.6027	\$81,376.26	\$33.5808	\$83,817.55	\$34.5882	\$86,332.06
LT	\$36.3520	\$90,734.53	\$37.4425	\$93,456.57	\$38.5658	\$96,260.25
CPT	\$40.5325	\$101,169.00	\$41.7484	\$104,204.08	\$43.0009	\$107,330.18
AC	\$45.1937	\$112,803.43	\$46.5495	\$116,187.54	\$47.9460	\$119,673.15

Formatted: Font: Bold

**CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT**

56-Hour Rates (including scheduled overtime)

<u>PARAMEDIC</u>	<u>Effective 1/1/2026</u>	<u>Effective 1/1/2027</u>	<u>Effective 1/1/2028</u>
	<u>56 Hour Base Rate</u>	<u>Base Rate x 2756 Hours (Regular Time) + 156 Hours (Scheduled Overtime)</u>	<u>Base Rate x 2756 Hours (Regular Time) + 156 Hours (Scheduled Overtime)</u>
FF 1-12 Mo.	<u>\$25.5768</u>	<u>\$77,671.73</u>	<u>\$80,001.97</u>
FF 13-24 Mo.	<u>\$27.6230</u>	<u>\$83,885.53</u>	<u>\$86,402.02</u>
FF 25-36 Mo.	<u>\$29.8328</u>	<u>\$90,596.35</u>	<u>\$93,314.28</u>
FF 37-48 Mo.	<u>\$32.2195</u>	<u>\$97,844.18</u>	<u>\$100,779.50</u>
FF 49+ Mo.	<u>\$34.7971</u>	<u>\$105,671.78</u>	<u>\$108,841.94</u>
LT	<u>\$38.7987</u>	<u>\$117,824.04</u>	<u>\$121,358.76</u>
CPT	<u>\$43.2606</u>	<u>\$131,373.80</u>	<u>\$135,315.02</u>
AC	<u>\$48.2356</u>	<u>\$146,481.79</u>	<u>\$150,876.24</u>

**CITY OF NEWARK AND FIREFIGHTERS LOCAL 109
2025-2028 COLLECTIVE BARGAINING AGREEMENT**

<u>EMT</u>	<u>Effective 1/1/2026</u>		<u>Effective 1/1/2027</u>		<u>Effective 1/1/2028</u>	
	<u>56 Hour Base Rate</u>	<u>Base Rate x 2756 Hours (Regular Time) + 156 Hours (Scheduled Overtime)</u>	<u>56 Hour Base Rate</u>	<u>Base Rate x 2756 Hours (Regular Time) + 156 Hours (Scheduled Overtime)</u>	<u>56 Hour Base Rate</u>	<u>Base Rate x 2756 Hours (Regular Time) + 156 Hours (Scheduled Overtime)</u>
<u>FF 1-12 Mo.</u>	<u>\$23.9640</u>	<u>\$72,773.88</u>	<u>\$24.6829</u>	<u>\$74,957.08</u>	<u>\$25.4234</u>	<u>\$77,205.83</u>
<u>FF 13-24 Mo.</u>	<u>\$25.8811</u>	<u>\$78,595.67</u>	<u>\$26.6575</u>	<u>\$80,953.50</u>	<u>\$27.4573</u>	<u>\$83,382.18</u>
<u>FF 25-36 Mo.</u>	<u>\$27.9516</u>	<u>\$84,883.37</u>	<u>\$28.7902</u>	<u>\$87,429.98</u>	<u>\$29.6538</u>	<u>\$90,052.76</u>
<u>FF 37-48 Mo.</u>	<u>\$30.1877</u>	<u>\$91,673.91</u>	<u>\$31.0933</u>	<u>\$94,424.23</u>	<u>\$32.0262</u>	<u>\$97,257.06</u>
<u>FF 49+ Mo.</u>	<u>\$32.6027</u>	<u>\$99,007.78</u>	<u>\$33.5808</u>	<u>\$101,978.02</u>	<u>\$34.5882</u>	<u>\$105,037.34</u>
<u>LT</u>	<u>\$36.3520</u>	<u>\$110,393.67</u>	<u>\$37.4425</u>	<u>\$113,705.49</u>	<u>\$38.5658</u>	<u>\$117,116.64</u>
<u>CPT</u>	<u>\$40.5325</u>	<u>\$123,088.94</u>	<u>\$41.7484</u>	<u>\$126,781.63</u>	<u>\$43.0009</u>	<u>\$130,585.05</u>
<u>AC</u>	<u>\$45.1937</u>	<u>\$137,244.17</u>	<u>\$46.5495</u>	<u>\$141,361.51</u>	<u>\$47.9460</u>	<u>\$145,602.33</u>

1
2

Formatted: Font: (Default) Calibri

Formatted: Left