

**EAST DUNDEE AND COUNTRYSIDE
FIRE PROTECTION DISTRICT**

AND

**GENERAL CHAUFFEURS,
SALESDRIVERS AND HELPERS LOCAL
UNION NO. 330**



EFFECTIVE AUGUST 21, 2012 THROUGH AUGUST 20, 2014

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ARTICLE 1
AGREEMENT

This Agreement made and entered into, by and between the East Dundee and Countryside Fire Protection District (Hereinafter referred to as the “Employer”) and General Chauffeurs, Salesdrivers and Helpers Local Union 330 affiliated with the International Brotherhood of Teamsters (herein referred to as the “Union”) and their successor and assigns on behalf of employees in the Collective Bargaining Unit set forth in Article 3 hereof.

ARTICLE 2
PURPOSE

The purpose of the agreement is to establish the rates of pay, wages, hours of employment, working conditions, etc. and to adopt measures for the settlement of differences.

ARTICLE 3
RECOGNITION

Section 1. Recognition

The District recognizes the Union as the sole and exclusive bargaining representative in matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment for the Fire District employees in the following job classifications:

UNIT: Included: All persons employed part-time by the East Dundee and Countryside Fire Protection District, in the following titles or classifications: Firefighter/Paramedic; Firefighter/EMT.

Excluded: All persons employed full-time by the East Dundee and Countryside Fire Protection District, in the following classification: Firefighter. All other employees of the East Dundee and Countryside Fire Protection District.

ARTICLE 4
UNION SECURITY AND CHECK-OFF

The Employer agrees to deduct from the pay of all employees covered by this Agreement dues, initiation fees, and/or periodic, uniform assessments of the Local Union and agrees to remit same on a monthly basis to the Union along with a statement of such deduction. Where laws require written authorization by the employee, same is to be furnished on the required form. No deductions shall be made which are prohibited by applicable law.

Maintenance of Membership

Each employee, who on the effective date of this Agreement is a member of the Union, and each employee, who becomes a member after that date, shall maintain his/her membership during the term of this Agreement except as provided herein. Except as provided below, all new employees shall become members of the Union on their thirty-first (31st) day of employment.

Fair Share Deductions

Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the Illinois Public Labor Relations Act. The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the nonmember employees and shall be remitted each payday to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each nonmember employee's share shall not exceed dues uniformly required to Union members.

ARTICLE 5 **MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of this Agreement, the District retains rights to manage and direct its affairs in various aspects and to manage and direct employees to make and implement decisions with respect to the operation and the management of its operations. These rights include the following: to determine the mission of the District and to set standards of service(s) offered to the public; to plan, direct, control and determine all the operations, budgets, budget priorities, tax levies and services of the District; to supervise and direct the working forces; to assign and transfer employees; to establish the qualifications for employment; to determine the number of employees, and to employ employees; to schedule and assign work; to establish work fitness standards consistent with the National Fire Protection Association and Illinois State Regulations/Requirements; to require and administer overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be provided or maintained; to make, alter and enforce reasonable work rules, regulation, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for sustained just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; to hire employees, to promote employees, to lay off employees due to lack of work if necessary.

ARTICLE 6
BARGAINING UNIT WORK

The Employer and Union agree that supervisors will not be used to perform bargaining unit work covered under this Agreement except in a bona fide Emergency.

ARTICLE 7
NO STRIKE / NO LOCKOUT

Section 1. No Strike/Slowdown

No Fire Department personnel covered by the terms of this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services. The Union agrees that neither it nor any of its officers or agents or members will call, institute, authorize, participate in, sanction, or ratify any strike, work stoppage, slowdown, or withholding of services during the term of this Agreement and subsequent thereto during contract negotiations. The Union however shall have the right to strike if the Employer refuses to follow the procedures outlined in Article 15 Grievance Procedure.

Section 2. No Lockout

During the term of this Agreement and subsequent there to during contract negotiations, the District shall not lock out any Fire Department personnel as a result of a dispute with the Union.

ARTICLE 8
SEPARABILITY CLAUSE

If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a Court or Administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable and, notwithstanding, the Employer and Union shall meet to negotiate language to replace the clause adjudged in conflict with the law not later than fifteen (15) days after such notice of provision(s) being in violation. If the parties' fail to reach an agreement within a thirty (30) day period on a replacement clause, or the clause adjudged to be in conflict with law that impairs or affects any other term or provision of this Agreement, the parties agree to submit the unresolved issue(s) to arbitration.

ARTICLE 9
UNION INSPECTION

With prior notification to management, Authorized Representatives of the Union shall have access to the Employers establishment at all reasonable times for the purpose of adjusting

disputes, investigating working conditions, collecting dues, and ascertaining compliance with this Agreement.

ARTICLE 10
MILITARY CLAUSE

The parties hereto agree that the Employer shall comply with USERRA, as amended and the Reserve Forces Act of 1995, and amendments thereto.

ARTICLE 11
NON-DISCRIMINATION

Non-Discrimination/ Harassment. In the administration of this Agreement, neither the Employer nor the Union shall discriminate or harass any employee because of that employee's race, color, sex, religion, national origin, age or union membership, or against individuals with a disability.

Interpretation. This Article shall be interpreted in accordance with applicable federal and state laws.

ARTICLE 12
SENIORITY

Unit Seniority means the length of continuous service of any permanent part-time and part-time employee from the most recent date of hire by the Employer. Classification Seniority shall be as follows:

Permanent Part-Time Seniority is defined as the Employees length of continued service in that classification based on the date of hire to that classification.

Part-Time Seniority is defined as the Employees length of continued service in that classification based on the date of hire to that classification.

If more than one employee commences employment on the same day placement on the Seniority list shall be determined by a coin toss in the presence of the Union and Fire Chief.

Application of Seniority:

Unit Seniority shall be used for purpose of lay-off recall (Article 13) and wage/benefit calculations.

Classification Seniority shall be used for purposes of filling temporary shift vacancy in accordance to Article 18 Overtime.

Termination of Seniority: Seniority shall be terminated when an employee:

1. Resigns, or otherwise quits;
2. Is discharged for cause (however, if such discharge is reversed through the grievance procedure, the issue of seniority is subject to the remedy attained within the grievance procedure);
3. Retires;
4. Does not return to work from layoff within thirty (30) calendar days after being notified to return, as set forth in (Article 13), except when such failure to return to work is due to circumstances beyond the employee's control and the Employer was notified prior to the tolling of the thirty (30) day period;
5. Has been absent from work for a period of more than two (2) consecutive shift days without notifying the Employer, except when the failure to notify is due to circumstances beyond the employee's control.

In cases of seniority loss, the Employer shall issue written notification to the employee at their last known residence of such loss and that employment is terminated.

Within thirty (30) days after the signing of this Agreement, and at least once per year thereafter, a list of employees, arranged in the order of their seniority, shall be posted in a conspicuous place at the place of employment and a copy furnished to the Union for Union files. The Employer further agrees to furnish the Union office with a name, date of hire and classification of all new hires.

ARTICLE 13 LAYOFF/RECALL

In the event of a decrease in the number of any employees covered by this Agreement, Part-Time Firefighters with the least bargaining unit seniority shall be laid off first, followed by permanent Part-Time firefighters with the least bargaining unit seniority. Recall back to work shall be the reverse order of that in which they were laid off.

ARTICLE 14 DISCIPLINE

The Employer is committed to a system of progressive discipline. No employee shall be disciplined, suspended or discharged without just cause. The Employer will use a progressive discipline procedure which will include one (1) oral written warning, and two (2) written

warnings (a total of three (3) warnings) of the same and or similar infraction prior to termination. The second (2nd) written warning may include a one (1) day suspension. In the event an employee commits an offense which indicates some significant shortcoming which renders the employee's continuance in his position in some way detrimental to the Employer a suspension may be applied and not follow the above procedure.

Warnings, suspension, and discharges must be issued in writing within thirty (30) calendar days of the Employer's discovery of an alleged infraction. All warnings, suspensions and termination notices shall be reduced to writing signed by the employee and the Steward verifying receipt of the notice, and a copy will be sent to the Local Union office. Warning and suspensions notices shall have no force and effect after twelve (12) months from the date the incident occurred. However the length of suspensions shall remain in the Employees file.

Grounds for Termination where Progressive Discipline may not be applied

- a. Theft
- b. Use or possession of alcohol while working
- c. Possession of illegal substances while on Employer property or any Employer vehicle
- d. Deliberate falsification of Employer records
- e. Failure to report immediately an accident involving an Employer vehicle
- f. Possession of firearms
- g. Fighting on Employer property
- h. Sexual Harassment

ARTICLE 15 **GRIEVANCE PROCEDURE**

Section 1. Grievance Defined

A "grievance" is defined as any difference, complaint or dispute between the Employer and the Union or any employee regarding the applications, meaning or interpretation of an express term of this Agreement, discipline or other past practices of the East Dundee and Countryside Fire Protection District.

Section 2. Administration of Grievance

Grievances shall be processed by the employee or the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). The Union may have the grievant or one grievant representing a group of grievants present at any step of the grievance procedure with the employee being entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

Section 3. Grievance Procedures

STEP 1: The Union or any employee who has a grievance shall submit the grievance in writing to the Lieutenant indicating that the matter is a grievance under this Agreement. The grievance shall contain a statement of facts, the provision or provisions of this Agreement which are alleged to have been violated and the specific relief requested. All grievances must be presented no later than ten (10) calendar days from the date of the occurrence of the event giving rise to the grievance, or within ten (10) calendar days after the employee or the Union should have become aware of the occurrence of the event giving rise to the grievance. The Lieutenant or designee shall render a written response to the Union or employee within ten (10) calendar days after the grievance is presented.

STEP 2: If the grievance is not settled at Step 1 and the Union or the employee wishes to appeal the grievance at Step 2 of the grievance procedure, it shall be submitted in writing to the Fire Chief within ten (10) calendar days after the receipt of the Lieutenant's answer in Step 1; or within ten (10) calendar days of when the answer was due in Step 1. The Fire Chief shall investigate the grievance and in the course of such investigation, shall discuss the grievance within ten (10) days with the Union or the employee who has submitted the grievance.

The Fire Chief shall provide a written answer to the grievant within ten (10) days following receipt of the appeal.

STEP 3: If the grievance is not settled at Step 2 and the Union or the employee wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the Board of Fire Trustees within ten (10) days after the receipt of the Fire Chief's answer in Step 2. The Board shall investigate the grievance and in the course of such investigation, shall discuss the grievance within ten (10) days with the Union or the employee who submitted the grievance.

If the grievance is not settled within ten (10) days following receipt of the appeal or the meeting, the Union may appeal the grievance to arbitration.

ARTICLE 16 **ARBITRATION**

If a grievance is denied at Step Three (3) of the grievance procedure and the Union desires to appeal the grievance to arbitration, written notice of the Union's desire to arbitrate shall be given to the Employer within fifteen (15) calendar days of the Board of Fire Trustee's decision.

The Employer and Union may undertake to choose an impartial arbitrator by mutual agreement from the Federal Mediation and Conciliation Service panel. If the Employer and the Union are unable to agree on an arbitrator within seven (7) calendar days from the date the Union gave

written notice of its desire to arbitrate, the parties shall send a joint letter to the Federal Mediation and Conciliation Service, requesting a list of seven (7) arbitrators. Either party may reject one (1) entire list of arbitrators, and in such event an additional list of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service, upon receipt of which list the selection will be made. First the Union and then the Employer shall strike two (2) names thereafter, then each party shall strike one (1) additional name, and the arbitrator whose name is not stricken shall be deemed selected. Such arbitrator shall be notified of his selection by a joint letter requesting him to set a time and place for hearing, subject to the availability of the Employer and Union representatives. The parties may, by mutual agreement, attempt to expedite the selection of an arbitrator and hearing date and request a timely, written opinion in a discharge situation.

The award of the arbitrator shall be final and binding upon the parties. Any expense incurred by such impartial arbitrator in connection with his services shall be paid for equally between both parties. The arbitrator shall have only the power and authority to interpret and apply the provisions of the Agreement and any attachments thereto to the grievance presented and shall have no authority to alter, amend, modify, nullify, ignore or add to or subject from the provisions of such Agreement.

ARTICLE 17 **HOURS OF WORK**

Hours of Work: The normal work day and work week for permanent part-time employees shall be a twenty-four (24) hour shift followed by forty-eight (48) consecutive hours off (two shifts). Each shift shall start at 0600 hours with the work day ending at 1600 hours. The release time shall be 0600 hours the following day.

The normal work day for part-time employees shall be a twelve (12) hour shift or twenty-four (24) hour shift commencing at 0600 hours or 1800 hours.

Part-Time Employees working a twelve (12) hour shift starting at 0600 shall have their work day end at 1600 hours and be released at 1800 hours.

Employees shall be provided a fifteen (15) minute morning paid and a one (1) hour paid lunch as determined upon the needs of the shift.

Shift Trades:

Employees shall receive three (3) "shift trades" per month. Notice must be given to the shift Officer twenty-four (24) hours before the beginning of shift. Employees trading shifts should have equal or greater qualifications.

Shift Changes:

Permanent Part-Time Employees may request a shift change (red, gold, and black) in January of each year. The Employer shall accommodate such requests, but will not force Employees to change their shift. Such requests shall awarded by seniority.

ARTICLE 18
OVERTIME

All work performed after two hundred and twelve (212) hours in a twenty eight (28) day cycle shall be paid at time and one-half (1½) the regular hourly rate.

Permanent part-time employees shall be offered shift work to cover for permanent part-time shift vacancies by seniority.

Part-time employees shall be offered shift work to cover for part-time shift vacancies by most senior qualified part-time employees. In the event there are no qualified part-time employees available, such work shall then be offered to permanent part-time employees.

ARTICLE 19
HOLIDAYS

The district shall observe the following Holidays for all employees covered by this Agreement:

New Year's Day
Labor Day
Memorial Day
Independence Day
Thanksgiving Day
Christmas Day

Shift personnel actually working on designated holidays shall be paid at a rate of one and a half (1.5) their regular hourly rate for each hour worked for their entire shift (0600-0600 hours).

ARTICLE 20
PERSONAL DAY

Permanent Part-Time Employees shall be provided with one (1) paid personal day per year.

ARTICLE 21
BEREAVEMENT PAY

An Employee requiring time off of work for a death in the family will be given up to two (2) shifts off without pay. If the employee needs additional time off it may be granted by the Fire Chief without pay.

ARTICLE 22
INSURANCE COVERAGE

1. Life Insurance Coverage: The employer shall provide to all permanent part-time and part-time employees covered by this Agreement a ten thousand (\$10,000.00) life insurance, accidental death and dismemberment insurance policy in addition to any benefits payable under the terms of Illinois Federal Law.
2. Health Insurance Coverage: Health Insurance shall be offered to all permanent part time employees with the “employee” paying 100% of the insurance premium.
3. Medical Exams: Physical Fitness

In order to maintain efficiency in the Fire Department, to protect the public, help with reducing insurance costs and risks, and for the benefit and well being of the employees, the District may establish a reasonable physical fitness program with recommended individualized goals.

All employees covered by this Agreement may be required to participate in any such program. Employees are expected to make reasonable progress toward achieving their individualized goals. Failure to participate in the physical fitness program may result in disciplinary action. The parties shall meet and agree on any program that has required physical fitness levels prior to implementing such a program.

Shift employees shall, under normal circumstances, participate a minimum of one (1) hour in a physical fitness workout program on duty days. The District shall make every attempt to provide time for this workout period during the course of the shift. Under unusual circumstances the Shift Supervisor may excuse employees from this requirement.

The purpose of the Health and Fitness program is to promote the health and safety of Fire District personnel, and to increase their operational efficiency in protecting the citizens and property of our community. The goals of the program are:

- A. To achieve and maintain sufficient physical conditioning to reduce the probability and severity of occupational injuries and illnesses.
- B. To reduce the negative effects of the environmental, physiological, or psychological stressors prevalently encountered in firefighting, rescue, and emergency medical occupations.

- C. To achieve and maintain cardiovascular efficiency.
- D. To achieve and maintain stamina, flexibility, agility and strength.
- E. To improve the overall level of fitness of the department.
- F. To offer assistances to reduce the negative effects of the environment and physiological stressors through the use of the Employee Assistance Program. (EAP)

POLICY

The physical fitness program will be comprised of four components: Annual Medical Examinations, Allowed On-duty Conditioning, Fitness Education, and Employee Assistance Program Wellness Referral.

PROCEDURE

- A. **MEDICAL EXAMINATIONS:** These medical evaluations will include the following:

Complete Physical Examination for all Personnel:

A complete annual medical examination will be conducted by the Department selected licensed occupational health physician. The examination will include the following based upon the age of the employee. These required elements meet or exceed NFPA 1582-medical requirements for firefighters, 2003 edition.

Components:

- Medical/Occupational history
- Physical examination
- Lab work (blood and urine)
- Spirometry
- Vision screening
- Audiograms
- Chest X-rays (as indicated)
- EKG
- Cancer screening (as indicated) Immunizations and infectious disease screening (as indicated).

Detail:

Lab Tests: CBC, Lipid Panel, Metabolic Panel, PSA, Urinalysis

Chest X-rays: every 5 years or as medically indicated

Infectious disease/Immunizations: annual Tb screen, annual Flu shot offering, annual HIV screening as desired (cost to employee unless occupationally exposed), Hepatitis B series once or titer documented immunity, Hepatitis C antibody titer baseline, MMR & Varicella verification by history or titer and inoculation as needed.

Hepatitis B: The District will pay for new employees to have the series of Hepatitis B shots and the one time titer, if they have not had the shots previously.

For employees over the age of 50, an annual PSA test will be done by the Department physician, and paid for by the Department. PSA tests for employees under the age of 50 will not be part of the annual physical, unless recommended by the Department physician. An employee may request a PSA test, and will be responsible for the additional cost.

12-Lead EKG: baseline and annual for all members.

Stress testing: Shall follow the below schedule or as recommended by Department Physician and is in addition to regular annual exam:

Hazmat techs and others based on review of coronary risk factors and/or body composition.

Complete physicals including stress tests shall be conducted as follows:

- All personnel shall receive an initial baseline stress test
- Personnel under 40 every five years
- Personnel 40-50 every other year
- Personnel 50+ every year

Frequency is only a guideline and can be changed by department physician recommendation.

All medical files will be retained by the Department physician. The Department will receive a form signed by the attending physician that states the person is fit for duty, able to participate in the physical fitness program, and is respirator certified. No detailed medical information will be disclosed to the Department.

B. **FITNESS FOR DUTY**

- a. If the Department physician finds that a person should not be participating as a line firefighter due to medical reasons, the Chief will immediately be notified and informed of the problem. The Department physician will recommend a course of action.
- b. If the firefighter concurs with the findings of the Department physician, an agreement will be developed between the employee and Chief outlining any rehabilitation needed: time frames, goals and expectations, and light duty assignments.
- c. If the firefighter does not concur, the firefighter may seek a second medical opinion at his/her expense.
- d. In the event of any dispute between the employee's personal physician and the Department physician, the Department, at its expense, may request that the dispute be submitted to a third physician mutually selected by the employee's physician and the

Department physician. The opinion of the third physician shall be determinative of the employee's fitness to return to duty.

C. ON-DUTY CONDITIONING

All on-duty shift personnel shall be allowed to participate in the Department's physical fitness program. The company officer shall when possible allow time for this participation. Personnel must maintain their ability to respond to emergency situations while exercising. All personnel shall wear approved exercise apparel while performing physical fitness training. Only exercise equipment provided by the District may be used. Equipment shall not be used in a manner which would exceed the manufacturer's recommendations on proper use. All equipment must be used as the manufacturer intended it to be used, and only with accessories the manufacturer has approved for use with that equipment.

Approved exercise apparel shall consist of a department t-shirt, or a t-shirt or sweatshirt that has no writing or logos. Shorts or exercise pants, no jeans or department uniform pants. Shoes shall be clean and made for exercising, such as running shoes, basketball shoes etc., no duty boots are allowed. (See ADM-02 Uniform Policy Class D)

D. EDUCATION

Part of the comprehensive wellness program will include classes given by Health and Human Services on such topics as nutrition, stress, substance abuse, and other topics that may come up and that are recommended for firefighting personnel. These classes are on-going, and will be scheduled when available.

E. OFF-DUTY WORKOUT

Members of the Fire Department are given the privilege of using the exercise facilities while off-duty, with no charge. Off-duty personnel wishing to workout must obtain permission from the officer in charge. The member must wear the approved exercise apparel. Members must not exceed the manufacturer's recommendation for the proper use of exercise equipment. All activities regarding the use of the exercise facility and the members who utilize the facilities must be logged in the company daily notes. Injury when participating off-duty will not be considered duty related.

F. EMPLOYEE ASSISTANCE PROGRAM

Members of the East Dundee Fire Protection District will be offered EAP in times of emotional or physical distress. (Refer to ADM-26)

ARTICLE 23
WAGES

Wages shall be calculated by adding Base Pay, Longevity Pay and Certification Pay.

The employees listed in APPENDIX "A" shall have their wages calculated by adding Base Pay, Longevity Pay, Certification Pay and Prior/Other Pay (as listed in APPENDIX "A").

EAST DUNDEE FIRE PROTECTION DISTRICT PART-TIME PAY SCHEDULE

Base Pay \$12.60

| | |
|--|---|
| Longevity Pay | Add to Base |
| 5 Years | \$0.75 |
| 10 Years | \$1.25 |
| 15 Years | \$1.75 |
| 20 Years | \$2.25 (Max) |
| Certifications | Add to Base |
| EMT-P | \$0.75 |
| Fire Apparatus Engineer | \$0.50 |
| MABAS Division 2 Special Team Member (Dive, TRT, Haz-Mat) | \$0.50 (Must continually meet all Division 2 requirements as a team member) |

Upon ratification: Base Pay shall be twelve dollars and sixty cents (\$12.60) per hour. All employees shall receive a sixty cent (\$0.60) per hour increase for all hours worked retroactive to the first full payroll period after January 1, 2012.

The first full payroll period after January 1, 2013: All employees shall receive a three point two-five percent (3.25%) wage increase. The Base Pay shall be adjusted accordingly (thirteen dollars (\$13.00) per hour).

The first full payroll period after January 1, 2014: All employees shall receive a three point two-five percent (3.25%) wage increase. The Base Pay shall be adjusted accordingly (thirteen dollars and forty two cents (\$13.42) per hour).

ARTICLE 24
PHYSICAL EXAMINATIONS

Physical examinations must comply with the requirements of the Department of Transportation regulations.

Pre-employment, regular physical examinations, NFPA Examinations and any other examinations required by the Employer or the State of Illinois, shall be paid for by the Employer.

Random drug testing shall be paid by the Employer. The employee shall be paid for all time spent to perform drug testing and physical examinations.

ARTICLE 25
SUBMISSION OF WORK RULES

The Employer shall submit any new work rules or modifications to any existing work rules, along with notification of the effective date of such changes, to the Local Union in writing one (1) week prior to the implementation of such work rules. Employees shall likewise be advised of any changes, in writing, prior to the implementation of any new work rules or modifications. The Employer may however implement a work rule or work rules prior to any review with the Union as it deems necessary to constitute safety, enhance customer service or the welfare of the workforce. In the event the Union disagrees with new work rules or modifications to any existing work rules, the Union shall contact the Employer in writing within seven (7) calendar days of receipt of the proposed changes or modifications in order to request a meeting to review and discuss the changes.

ARTICLE 26
TRAINING & EDUCATION

Payment for Training, Education and Licenses:

If the Employer or State of Illinois mandates any license, additional licensing, education, tests or testing, the Employer shall reimburse the employee for all costs including reasonable on duty study time, class registration, continuing education and license or test fees. Employees attending training shall use an assigned District vehicle and be paid for all hours spent for attending such training and/or education.

Voluntary Training:

This training is completely voluntary on the employee's part. Requests for sponsorship only may be granted. Tuition costs and lodging expenses may be paid if the budget allows. Time off may be granted for on duty attendance. No compensations will be granted for off duty attendance.

ARTICLE 27
UNIFORM ALLOWANCE

Clothing Allotment:

The District shall operate under the Quartermaster system per District policy. Each employee will be issued the following upon hire by the District:

Basic Issue

| <u>Article</u> | <u>Quantity</u> |
|--|-----------------|
| Metal Badge | 1 |
| Nameplate, metal | 1 |
| Shirt, Blue long-sleeve | 1 |
| Shirt, Blue short-sleeve | 1 |
| Pants, Blue work | 2 |
| Black Belt | 1 |
| Passport Tags | 6 |
| Coat, Duty | 1 |
| Polo Shirt | 2 |
| Helmet with face protection | 1 |
| Coat, turnout | 1 |
| Pants, turnout | 1 |
| Boots, turnout (Rubber) | 1 |
| Suspenders, turnout | 1 |
| Gloves | 1 |
| Protective Hood | 1 |
| Job shirt (Sweatshirt) | 1 |
| SCBA face piece and case | 1 |
| SCBA Eye glass kit | 1 |
| (if requested/does not include lenses) | |
| Safety Glasses | 1 |
| Workout Uniform (Shorts/T-shirts) | 2 sets |

All clothing and equipment provided by the District and requisitioned by the Employee remains the property of the District.

Replacement of Personal Items:

The District will replace eyeglasses frames or lenses that are damaged while an employee is performing actual fire suppression functions, Emergency Medical Services and approved training programs.

The District shall replace or repair all bunker and safety gear as needed, per District Quartermaster system.

Work Shoe Allowance:

All station footwear (shoes or boots) shall be steel toed and conform to Department requirements. Once each fiscal year, an eligible employee may be reimbursed for up to one hundred (\$100) towards the cost of purchasing such footwear. To be eligible for this annual benefit, the employee must have worked for the District at least 600 hours during the prior fiscal

year and be a member in good standing. Station footwear is not covered by the Quartermaster system.

ARTICLE 28
WORKER'S COMPENSATION

The Employer shall comply with the terms of the Illinois Workers Compensation Act, 820 ILCS 305/1 as amended.

ARTICLE 29
STEWARDS

The Employer recognizes the right of the Union to a Shop Steward. The Shop Steward will be permitted reasonable time to investigate, present, and process grievances, to be present when a covered employee is meeting with Management or its designee regarding disciplinary investigation or action. Stewards shall be paid for all time attending meetings and grievances while on duty.

ARTICLE 30
FULL TIME OPENINGS/ CONSIDERATION

All Part-Time Employees shall receive one half (1/2) point per year of service to a maximum of five (5) points added to the full time position test grade. Such points shall be based upon proven experience working as an East Dundee & Countryside Part-Time Fire Fighter/EMT.

ARTICLE 31
DRUG AND ALCOHOL TESTING

Statement of Policy: It is policy of the District that the public has the right to expect that persons employed by the East Dundee and Countryside Fire Protection District will be free from the effects of drug and alcohol. The District has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community.

The purpose of this policy shall be achieved in such a manner as not to violate any established constitutional rights of the employees of the Fire Department. The District will incorporate the terms of the Article as its S.O.G. on the issue of drug and alcohol testing for all employees.

Prohibitions: Employees shall be prohibited from:

1. Consuming or possessing alcohol prior to the beginning of, at any time during the work day, while on duty anywhere on any of the District's premises, on job sites

while on duty, including District buildings, properties, vehicles, and the employee's personal vehicle while engaged in the business of the District and;

2. Possessing, using, selling, purchasing, or delivering any illegal drug at any time and at any place or abusing any prescription , except as may be necessary in the performance of duty;
3. Failing to report to the employee's supervisor any known adverse side effects of medication or prescription drugs which the employee may be taking.

Drug and Alcohol Testing Permitted: Where the District has reasonable suspicion to believe that:

1. An on-duty employee is being adversely affected or influenced by the use of alcohol;
2. An on-duty employee is being adversely affected or influenced by the abuse of prescription drugs; or,
3. Is using illegal drugs on or off duty.

The District shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement.

Reasonable suspicion exists where specified objective facts and circumstances warrant rational inferences that an employee is using and/or is physically impaired due to being under the influence of alcohol or controlled substances. The foregoing shall not limit the right of the District to conduct any tests it may deem appropriate for persons seeking employment prior to their date of hire.

In addition to such reasonable suspicion testing, employees shall be subject to alcohol and/or drug testing when ordered if:

1. An employee is involved in an accident while operating a Fire Department vehicle, that either results in damage to such vehicle, or involves a member of the general public;
2. An employee incurs an injury while on duty which requires medical attention by a physician or;
3. Post-accident or post-injury testing shall not be applicable to bargaining unit employees unless there is in effect a Fire Department policy or order requiring such testing for all sworn or paid-on-call personnel.

Order to Submit to Testing: Within twenty-four (24) hours of the time the employee is ordered to testing authorized by this Agreement, the District shall provide the employee with a written notice of the order, setting forth the objective facts and reasonable inferences drawn from those

facts which formed the basis of the order to test. A refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he or she may possess.

Conduct of Tests: In conducting the testing authorized by this Agreement, the District shall:

1. Use only a clinical laboratory or hospital facility which is licensed or certified pursuant to the Illinois Clinical Laboratory Act or that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
2. Establish a chain-of-custody procedure which maintains confidentiality, ensures integrity of the identity of each sample and test results and preserves specimens for a minimum of six (6) months;
3. Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
4. Collect samples in such manner as to preserve the individual employee's right to privacy, ensure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable suspicion that the employee may attempt to compromise the accuracy of the testing procedure;
5. Confirm any sample that testes positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and acceptable method that provides quantitative data about the detected drug or drug metabolites;
6. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the District within seventy-two (72) hours of receiving the results of the test and provided, further, the laboratory or clinic and the testing procedure, including chain of custody, meets or exceeds the standards established in this Agreement.
7. Require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both initial and confirmatory test are positive for a particular drug. For purposes of this Article, a positive drug test result means the presence of an amount of proscribed or prescribed drugs and/or their metabolites in an employee that equals or exceeds the levels set forth in (Drug Testing Standards) below. The parties agree that should any information concerning such testing or the results thereof be obtained by the District

inconsistent with the understanding expressed herein, the District shall not use such information in any manner or forum adverse to the employee's interests;

8. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .050 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (Note: The foregoing standard shall not preclude the District from attempting to show that the test results less than .050 demonstrate that the employee was or would be unable properly to perform his or her job duties, but the District shall bear the burden of proof in such cases);
9. Provide each employee tested with a copy of all information and reports received by the District in connection with the testing and the results; and
10. Ensure that no employee is subject to any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the employee's personnel files.

Drug Testing Standards:

1. Screening Test Standards: The following initial immunoassay test cut off levels shall be used when screening specimens to determine whether they are negative for the five (5) drugs or class of drugs:

| | <u>Initial Test Level</u> |
|----------------------------|---------------------------|
| Marijuana metabolites..... | 100 ng/ml |
| Cocaine metabolites..... | 300 ng/ml |
| Opiate metabolites..... | 300 ng.ml |
| Phencyclidine..... | 25 ng/ml |
| Amphetamines..... | 1000 ng/ml |

2. Confirmatory Test Standards: All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below. All confirmations shall be by quantitative analysis. Concentrations which exceed the linear region of the standard curve shall be documented.

| | <u>Confirmatory Test Level</u> |
|------------------------------|--------------------------------|
| Marijuana metabolites* | 15 ng/ml |
| Cocaine metabolites** | 150 ng/ml |
| Opiates: | |
| Morphine..... | 300ng/ml |
| Codeine..... | 300ng/ml |

| | |
|----------------------|----------|
| Phencyclidine..... | 25ng/ml |
| Amphetamines: | |
| Amphetamine..... | 500ng/ml |
| Methamphetamine..... | 500ng/ml |

*Delta -9-tetrahydrocannabinol-9-carboxylic acid

**Benzoylcegonine

3. Changes in Cut-Offs Levels: The cut-off levels for the five (5) classes of drugs set forth in (Drug Testing Standards) above shall be modified to conform with any changes made by the U.S. Department of Health and Human Services.
4. Testing for Other Prescription or Illegal Drugs: Any tests for other prescription or illegal drugs shall use the screening test cut-off levels and the confirmatory GC/MS test cut-off levels for such drugs established by the testing laboratory selected by the District in accordance with the standards established by the Agreement, or NIDA standards, if any.

Disciplinary Action: Except in more serious or extreme cases. The District will not discharge an employee who tests positive a first time, but may suspend such employee up to thirty (30) calendar days or impose a lesser discipline as reasonably determined to be appropriate by the District, so long as the employee complies with the following requirements. In order to avoid the penalty of termination, the employee must:

1. Agree to undergo appropriate treatment as determined by the physician(s) involved;
2. Discontinue use of illegal drugs or abuse of alcohol;
3. Agree to authorize persons involved in counseling, diagnosing and treating the employee to disclose to the personnel of the district as specified in (Drug Testing Standards) the employee's progress, cooperation, drug and alcohol use, and any dangers perceived in connection with performing job duties and completion or non-completion of treatment;
4. Complete the course of treatment prescribed, including an "after care" group for a period of up to twelve (12) months;
5. Submit to random testing during working hours during the period of "after care" treatment and for a period of twenty-four (24) months following the period of "after care"; and
6. Agree that during the last chance time period in (Drug Testing Standards) above, if the employee tests positive again the employee may be terminated.

Employees who do not agree to or act in accordance with the foregoing shall be subject to discipline, up to and including discharge. This Article shall not be construed as an obligation on the part of the District to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity, at his option, to use accumulated paid leave or take an unpaid leave of absence pending treatment.

Right to Contest: The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement. Any evidence concerning test results which is obtained in violation of the standards contained in this Article shall not be admissible in any disciplinary proceeding involving the employee.

Voluntary Request for Assistance: The District shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the District may require reassignment of the employee with pay if he is unfit for duty in his current assignment. The foregoing is conditioned upon:

1. The employee agreeing to appropriate treatment as determined by the physician(s) involved;
2. The employee discontinues use of illegal drugs or abuse of prescribed drugs or alcohol;
3. The employee agreeing to authorize persons involved in counseling, diagnosing and treatment of the employee to disclose to the District personnel as specified in (Drug Testing Standards) the employee's progress, cooperation, drug and alcohol use, and any dangers perceived in connection with performing job duties and completion or non-completion of treatment;
4. The employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months and;
5. The employee agrees to submit to random testing during hours of work during the period of "after-care".

Employee Assistance Program: The District shall provide to employees covered by this Agreement the benefits of the Employee Assistance Program offered to the District by Family Services or its equivalent. Voluntary requests for assistance with drug and/or alcohol problems shall be held strictly confidential by the Employee Assistance Program(s), and the Fire Chief, and the EAP Administrator shall be the only ones informed of any such request or any treatment that may be given and they shall hold such information strictly confidential. An employee voluntarily seeking assistance shall not be disciplined (except for failure to fulfill obligations under the Employee Assistance Program) but may be subject to random testing during and for one year following successful completion of the Employee Assistance Program.

The District's obligation to provide treatment under this Agreement for alcohol and substance abuse shall be limited to services provided and paid for by the District's insurance plan in which the employee is enrolled and by the Employee Assistance Program.

ARTICLE 32 **PERSONAL LEAVE OF ABSENCE**

Any employee desiring a personal leave of absence from employment shall make written application, and said application shall be signed by the employee. The employee must secure written permission from both the Employer and the Union to support valid reason for such leave request. The leave of absence shall be for a period of up to three (3) months. However, during the period of such leave the Employer shall not be liable for the payment of any benefit contributions for the Employee concerned.

Under no circumstances may an employee apply for a leave of absence to secure new employment.

Employees on approved leave of absence shall not incur in a loss of seniority rights with their Employer, and the employee shall retain all benefits and rights under this Agreement with his Employer.

Failure to comply with the above shall result in complete loss of seniority rights for the employee.

Employees on leave of absence must continue to meet all necessary requirements in order to keep their certifications current.

ARTICLE 33 **SAFETY MEETINGS**

The Employer agrees to post a notice of all mandatory safety meetings seventy-two (72) hours in advance of such meetings. All Employees shall be compensated for mandatory on duty attendance at said meeting(s) at their current rate of pay.

ARTICLE 34 **LOSS OF DRIVERS LICENSE**

When an employee has his/her driving privileges or license suspended or revoked, the employee will be considered to be on an approved unpaid leave of absence for a period not to exceed thirty (30) calendar days. An employee failing to remedy the license suspension/revocation during the thirty (30) calendar day period is subject to termination. The employee must provide the Employer with immediate notice of the suspension or revocation of their license.

ARTICLE 35
BULLETIN BOARD ACCESS

The Employer shall provide board space at each fire station. Said space shall be the sole and exclusive use of the Union. The items posted shall not be political, partisan, defamatory or inflammatory in nature and shall be used for the sole purpose of informing Union membership of Union business.

ARTICLE 36
FAMILY AND MEDICAL LEAVE ACT

An employee who has been employed by the Employer for twelve (12) months and who has completed one-thousand two hundred and fifty (1,250) hours of work during the 12-month period immediately preceding the commencement of such leave, will be entitled to leave under the Family and Medical Act of 1993 in accordance with the provisions and eligibility of the "ACT" and mandated by federal and state regulations.

ARTICLE 37
D.R.I.V.E.

The Employer agrees to deduct when authorized by employees in writing and as required by law, the Union monthly membership dues from the pay of the employees. Upon written receipt of authorization from an employee, the Employer also agrees to deduct from employees' paychecks who have completed their probationary period. D.R.I.V.E. contributions in the appropriate sum is authorized by the employee for such purpose for all weeks worked, so long as such deductions and contributions are in compliance with all substantive and procedural law in effect at that time. D.R.I.V.E. deductions will be made on a monthly basis. For purposes of D.R.I.V.E. deductions, "weeks worked" will not include any week in which the employee has earned no wages or fringe benefits. The amounts to be deducted shall be certified to the Employer, and by the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the last date of the succeeding month, after such deductions are made.

ARTICLE 38
DURATION AND TERMINATION

This agreement shall become effective immediately after midnight of August 21, 2012 and continue in full force and effect through midnight, August 20, 2014. Thereafter, it shall continue automatically on an annual basis thereafter unless written notice is given by either party sixty (60) days prior to August 20, 2014 or August 20th of any subsequent year as the case may be. The parties shall arrange negotiations as soon as conveniently possible.

FOR THE UNION:

Teamsters Local Union 330
2400 Big Timber Road, Suite 201
Elgin, IL 60124

Dominic Romanazzi
President

FOR THE EMPLOYER:

APPENDIX "A"

| Employee | Hire Date | Prior/Other |
|-------------------------|------------|-------------|
| Beauchaine, Nicholas L. | 2/20/2008 | \$ 1.00 |
| Bokios, Nicholas W. | 3/5/2010 | \$ 1.15 |
| Dunat, Daniel J. | 1/29/2007 | \$ 0.75 |
| Frank, Matthew J. | 4/20/2001 | \$ 0.09 |
| Freemon, Francis B. | 3/30/1996 | \$ 1.74 |
| Kamp, Jeffrey K. | 6/24/1989 | \$ 1.34 |
| Kinberg, Joshua E. | 4/21/2009 | \$ 0.65 |
| Lutzow, Mark T. | 4/14/2008 | \$ 1.00 |
| Stephenson, Kevin K. | 10/19/1995 | \$ 0.49 |

WITHDRAWAL CARD

If you leave your present employment for any reason, be sure to report to the Union office in order to obtain a WITHDRAWAL CARD. Your dues must be paid through the month in which the withdrawal card is taken.

There is no cost for the WITHDRAWAL CARD.

You are obligated to pay dues to Local 330 until you obtain a WITHDRAWAL CARD. Most employers do not deduct dues from employee's paychecks covering periods of leave, including but not limited to, sick leave, vacation periods and periods covered by Workman's Compensation. Remember, it is your responsibility to be certain that you are current in your dues.

Any member three (3) months in arrears in dues shall automatically stand suspended at the end of the third (3rd) month.