

Collective Bargaining Agreement
Between Lake County Government



and

International Brotherhood of Electrical Workers
Local Union 21



ARTICLE 1 RECOGNITION

- 1.01 Lake County 911 (referred to as "LC 911") recognizes The International Brotherhood of Electrical Workers Local Union 21 (referred to as "Union") as the exclusive bargaining agent for those employees whose occupations are represented by the Union and with the title of Dispatcher (also referenced as "employee(s)"). The Union hereby certifies that it represents a majority of the Dispatchers to whom this Agreement applies, and that the Union is the acknowledged, designated and the selected collective bargaining agent of such employees.
- 1.02 LC 911 further agrees that in the event the work currently performed by Dispatchers within Lake County 911, is moved to another facility under the jurisdiction of Lake County Government, LC 911 will recognize the Union as the collective bargaining agent for those employees which perform the relocated work.
- 1.03 LC 911 and the Union (collectively referred to as the "Parties") recognize that it is in the best interests of both Parties, the employees and the public that all dealings between them be, and continue to be, characterized by mutual responsibility and respect. To insure that this relationship continues and improves, LC 911 and the Union, and their respective representatives at all levels, shall apply the terms of this Agreement fairly, in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the Bargaining Unit. Each party shall bring to the attention of all employees in the Unit, including new hires that their purpose is to conduct themselves in a spirit of responsibility and respect for the measures they have agreed upon to ensure adherence to this purpose.
- 1.04 In a desire to restate their respective policies, neither LC 911 nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, age, union status, sexual orientation or national origin, or because the employee is an individual with a disability, a disabled veteran, or other protected classification recognized by applicable Federal, State or local law. It is mutually agreed that no discrimination shall be practiced by LC 911 or the Union against any employee because of membership or non-membership in the Union, or by LC 911 against any member or officer of the Union because of lawful activities on behalf of the Union.
- 1.05 The use of the masculine or feminine gender, or any titles which connote gender in this Agreement, shall be construed as including all genders and not as a sex limitation. When a word is used in the singular or plural number, either number, the singular or plural of that word, shall apply.
- 1.06 The Union recognizes the Employer's sole right to hire, employ, promote, manage and direct the workforce, subject to the terms of this Agreement. It further acknowledges management's right to discipline, discharge and layoff for just cause, but the Union shall have the right in cases of discharge, discipline, or layoff, to investigate the reasons therefore and to protest such discharge, discipline or layoff through the grievance procedure.

ARTICLE 2
SAFETY

- 2.01 LC 911 will continue to make reasonable provisions for the safety and health of its employees during the hours of his/her employment. The employees will be expected to cooperate with LC 911 in keeping the County premises, and especially rest rooms, clean and sanitary.
- 2.02 LC 911 will advise the Union of any on-the-job accidents involving a Union member.
- 2.03 Safety is a concern to the Parties. LC 911 and the Union mutually recognize the need for a work environment in which safe operations can be achieved in accomplishing all phases of work, and the need to promote better understanding and acceptance of the principles of safety on the part of all employees to provide for his/her own safety and that of their fellow employees and the general public.
- 2.04 In connection with any safety activities, LC 911 agrees to reimburse associated transportation expenses for authorized time spent by active employees for attendance of training during the employee's scheduled shift at the employee's basic wage rate, or overtime rate when applicable.

ARTICLE 3 SENIORITY

- 3.01 Seniority shall be defined as the date of hire by Lake County Government. The parties recognize that employees who worked for Lake County prior to consolidation shall retain their seniority. If more than one employee has the same hire date, ties shall be resolved based on the credited years of service prior to employment at LC 911. Full-time employees will be considered more senior to part-time employees. In the event the date and work week classification are the same, the employee's date of birth shall be used, where dates beginning on January 1st to have greater seniority.
- 3.02 Seniority shall be used in determining layoffs, shift bids, vacation and other working conditions where all other applicable factors are relatively equal.
- 3.03 LC 911 will provide the union with a seniority list setting forth each employee's seniority date prior to posting. Once agreed to, the seniority list shall not be subject to the grievance procedure.
- 3.04 During the term of the Agreement: LC 911 will deduct from each employee's paycheck each month the appropriate union dues, agency fees, initiation fees, or any authorized increase thereof, for each employee in the bargaining unit who has filed with LC 911 a voluntary, written authorization form and shall pay over to the Union each month the total amount thus deducted from all employees. LC 911 shall furnish the Union a monthly statement showing the following information for each employee having a voluntary, written authorization form on file:
- Amount of dues and/or fees collected
 - Union eligible employees for whom LC 911 has not made a dues and/or fees deduction and an explanation.
 - A list of employees with name, classification, rate of pay, and mailing address who are engaged or transferred into LC 911 and are eligible for Union membership.
 - Upon hiring an employee or upon the request of the Union, it shall be understood that the Employer will notify the Union of said hire on the monthly statement.
 - With 60 days advance notice, an employee following IBEW and Lake County procedures may revoke their voluntary dues deduction by notifying the Union and LC 911 by certified mail-return receipt requested.

The Parties recognize Indiana's right to work laws. Although the County has an established policy to accept collective bargaining if chosen by its employees, nothing in this section shall prohibit employees from seeking to decertify representation as provided by law and following the established policy, Ordinance Establishing Collective Bargaining Units for County Employees, (Ordinance No. 1199B).

- 3.05 While this agreement is in effect LC 911 will deduct from the employee's pay check of all employees' covered by this agreement voluntary contributions to COPE (Committee on Political Education). COPE shall notify LC 911 of the amounts designated by each contributing employee that are to be deducted from his/her paycheck for all weeks worked. The phrase "weeks worked" excludes any other than a week in which an employee earned a wage. LC 911 shall transmit to the COPE fund on a monthly basis, in one check the total amount deducted along with the name of the employee on whose behalf a deduction was made.
- 3.06 The union agrees to indemnify and hold harmless LC 911 and member communities, its elected representatives, officers, administrators, agents, and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by LC 911 for the purpose of complying with the provisions of this Article, or in reliance on any written deduction authorization furnished under this Article.

ARTICLE 4
NO STRIKE & NO LOCKOUT

- 4.01 It is understood between the Parties that the services to be performed by the employees covered by this Agreement are essential to the health, safety, and welfare of the citizens of Lake County, Indiana, and therefore the Union agrees that it will not take part in, assist, or advocate a strike, work stoppage, slowdowns, picketing or interference with or departures from the performance of duties against the LC 911. LC 911 agrees that it will not do anything to lockout or prevent the performance of the said services by the said employees insofar as the services are required in the safe operation to the citizens of Lake County.
- 4.02 Should any such employee engage in any strike or slowdown, without the authority and not as the result of the call of the Union, the Parties shall cooperate to enable LC 911 to carry on its operations without interruption or other injurious effect. It is understood that the Union will not condone participation in a sympathy strike in conjunction with any other personnel of any other employer. Such cooperation on the part of the Union shall include ordering the employees to desist from such strike or slowdown. Given the emergency nature of the work performed, the parties acknowledge that Lake County 911 has the right to take appropriate discipline against any employee who engages in a strike or slowdown, including but not limited to termination.
- 4.03 This Article is not intended to prohibit employees from participating in Union activities provided that the activities will not hinder the safe operation of LC 911 and are not a violation of any law.

**ARTICLE 5
UNION RIGHTS**

- 5.01 LC 911 agrees that accredited representatives of the Union, whether Local Union representative, steward, or Officer of the Union shall have reasonable access to the Lake County Dispatch Center to meet with bargaining unit employee(s) during management agreed to meetings, breaks and lunches. The representative shall not in any way disturb employees who are working and will not be allowed in the radio room without the consent of the Executive Director or his/her designee.
- 5.02 LC 911 shall provide bulletin boards for the Union's use, without charge. Location of the boards shall be mutually decided upon by the Union and LC 911 Executive Director or Deputy Director at places where employees covered by this Agreement work or assemble. The Union agrees to post notices about the following matters only: elections, meetings, reports, other official Union business and notices of Union social and recreational activities. The Union agrees not to post or permit to be posted controversial material or material of a derogatory nature regarding the LC 911 or its personnel, and agrees to the immediate removal of such postings if requested by management, subject to the grievance procedure.
- 5.03 LC 911 will recognize Stewards selected in accordance with the Union rules and regulations as the Union representatives of the employees in the respective groups for which they are chosen. LC 911 also recognizes that the displacing of a Steward is the function of the Union. The Union will notify the LC 911 of the identity of Stewards and of any change in Stewards' status.
- 5.04 LC 911 agrees that it will not promote or transfer any Union officer, Steward, or other equivalent titles of the Union (even though the previously mentioned Union representative is agreeable thereto) which affects the employee's existing status as a duly certified local Union representative of the Union, without first notifying the Union. LC 911 shall give the Union prior written notice of the promotion or transfer to avoid any conflict with their steward's duties. The Union shall keep LC 911 advised in writing of the names of all representatives coming within the scope of this Section at the proper Union-Supervisor level.
- 5.05 Each newly hired employee or existing Lake County Employee transferred into LC 911 will be introduced by a supervisor to the appropriate Local Union representative and the Local Union representative will have up to 30 minutes to confer with the employee. Time spent in such meetings during the employee's regularly scheduled hours shall be paid.
- 5.06 LC 911 agrees to permit authorized Union representatives who are also employees to confer with representatives of the LC 911 without loss of pay during such employees' regularly scheduled working hours. No meeting at the workplace shall disrupt or take place without the consent of management. In addition, such employees shall suffer no loss in pay for reasonable time spent during such regularly scheduled working hours.

- 5.07 LC 911, insofar as work schedules permit, agrees to grant to any employee who is a Union Officer, Steward, or properly designated representative of the Union the necessary time off without pay to transact business of the Union, provided that the LC 911 Supervisor is given reasonable advance notice of such absence. Affected employees shall provide at least 7 days advance notice to the Director or Deputy Director or his designee and are encouraged to utilize vacation or compensatory time whenever possible to reduce any burden upon LC 911 operations.
- 5.08 Excused absences for Union business include absences by Union officers or properly designated representatives of the Union to perform administrative duties concerning their Local. In addition, such duties are understood to include attendance at conventions and training classes associated with those administrative duties by those officials, Stewards, or by their designated representatives. Affected employees shall provide at least 7 days advance notice to the Director or Deputy Director or his designee and are encouraged to utilize vacation or compensatory time whenever possible to reduce any burden upon LC 911 operations.
- 5.09 Requests for leaves of absence for Union business shall be made as far in advance as possible. Such requests shall be submitted to the Director or Deputy Director for approval and such requests shall be granted provided that all eligibility requirements are met and at least seven (7) days advance notice is provided. Should a leave of absence extend to one full month in which no work is performed, the affected employee shall be responsible for the full cost of his/her health insurance.

**ARTICLE 6
CLASSIFICATION AND TREATMENT
OF PART-TIME EMPLOYEES**

- 6.01 The classification of a regular part-time employee is based on the County's definition of part-time employment which defines such work as an employee who averages no more than twenty-nine (29) hours per week in any given calendar quarter.
- 6.02 Part-time employees are not eligible for the provisions set in this collective bargaining agreement which include but are not limited to health insurance, paid vacation, sick time, personal time, or holiday pay.
- 6.03 Except for payment for overtime hours worked, all hours worked by a part-time employee shall be paid at the rates established such rates shall not exceed that of the full-time employees.
- 6.04 Overtime hours worked in excess of 40 hours per 7 day work cycle shall be paid at the rate of one and one-half (1 ½) times the basic hourly wage rate including applicable differentials for all hours worked. It is understood that part-time employees may be scheduled hours to reduce the need to mandate overtime.
- 6.05 During the meetings called by the Union-Management Committee, LC911 shall discuss changes or anticipated changes with the Union in membership reports including work week classification. The Parties will use their best efforts to maintain a sufficient number of full-time employees.
- 6.06 Part-time employees and Full-time employees will have the opportunity to change work classifications subject to the following conditions:
- Any change may only occur with the permission and approval of management
 - An employee moving from part-time to full-time status shall be subject to completing a ninety (90) day probationary period and shall be given the 30 minutes described in Article 5.05.
 - Time served in a part-time position is generally not counted for the purposes of seniority; however, if all parties are agreeable thereto and on a case by case basis, previous time worked for LC 911 may be taken into consideration; the decision of which shall be solely that of LC 911 and not subject to the grievance process.

ARTICLE 7
VACATIONS, HOLIDAYS & PAID TIME OFF

- 7.01 Full-time dispatchers shall be eligible for vacation time as provided in Ordinance NO. 1356C-2 and will be eligible for the full number of weeks or days on January 1st based on years of service for each year of this agreement.
- 7.02 A yearly vacation schedule (January 1st through December 31st) shall be posted by November 1st of each year with the intent to have employees select vacation by seniority by the end of December. The following year's vacation schedule shall be posted on or before January 1st. Vacation changes must be submitted in writing and approved by LC 911 supervisor and notification given to the appropriate Union representative.
- 7.03 Vacation time may be placed into reserve at the employee's request to be scheduled later. Vacation time is expected to be used during the vacation year; however vacation time may be carried over into the following vacation year with the approval from LC 911 management with notification given to the appropriate Union representative.
- 7.04 Full-time employees shall be entitled to sick/personal time as defined by the LC employee handbook.
- 7.05 Scheduled and Approved vacations shall not be changed or canceled without written approval from the LC 911 supervisor and notification given to the appropriate Union representative.
- 7.06 Compensatory time shall not be accumulated beyond one hundred (100) hours and shall take priority over vacation time, and an employee possessing both, shall generally be required to utilize compensatory time first other than for annually scheduled vacation.
- 7.07 Dispatchers who leave employment for any reason shall receive payment for any unused but accrued vacation and any accrued compensatory time.
- 7.08 Dispatchers shall be excused from work for jury duty or other court duty providing that the reason is not of their own doing (charges, indictment, etc.) without loss of pay.
- 7.09 Bereavement Leave shall be granted as defined in the Lake County Employee Handbook in full workday increments.
- 7.10 Holiday allowances shall be paid as defined in the Lake County Employee Handbook, and if an employee is scheduled to work on the Holiday, the employee will be paid at the employee's holiday rate of one and one-half (1 ½) for all hours worked on that day in addition to the holiday pay.
The below listed holidays are recognized as holiday days for all employees covered by this collective bargaining agreement.

| | | |
|------------------------|------------------------|------------------|
| New Year's Day | Martin Luther King Day | President's Day |
| | Easter Sunday | Memorial Day |
| Independence Day | Labor Day | Thanksgiving Day |
| Day after Thanksgiving | Columbus Day | Veterans Day |
| Christmas Eve | Christmas Day | New Year's Eve |

A.) Any employee mandated to work on a holiday shall be paid two (2) times the rate for all hours mandated to work on the holiday.

B.) LC911 shall recognize actual holidays rather than observed dates as the dates in which holiday pay and overtime shall be applied.

- 7.11 All Employees are eligible for a day off with pay for their birthday after completing their probationary period. In the event that that multiple employees are requesting off and the time off would impact operations, the employee may select another day off with pay.
- 7.12 Employees, unless granted otherwise as noted in 7.03, will not carry vacation over to the following year. Although compensatory time may be carried over to a maximum of 100 hours, it shall be the responsibility of management to encourage its use, and if necessary schedule compensatory time accordingly.
- 7.13 Conversion to Flexible Schedule- If an employee is assigned to a compressed or flexible schedule (a schedule where an employee normally works more than eight hours a day or fewer than five workdays per week), that employee's vacation days, personal time, and/or suspension time are converted to hours rather than days.

ARTICLE 8
SCHEDULING, OVERTIME, AND COMPENSATORY TIME

- 8.01 This Article is intended as a basis of calculating overtime payments, compensation for time worked and scheduling practices. For purposes of calculating hourly rate, salaries will be based upon a 2080 hour work year and 80 hour pay cycle.
- 8.02 The normal workweek (Monday through Sunday) shall consist of 40 hours per work week. Shifts may be arranged and LC 911 will provide 30 calendar days prior notice for any change in normal shift hours. This shall not apply to changes in shift due to emergency staffing needs. An employee's normal workday shall include an hour paid meal break per shift and a 15 minute paid break for every 4 hours worked. The hour meal period might be separated into two smaller meal periods for shifts over 8 hours if approved by management. LC 911 and the Union may mutually agree to changes in this Section. LC 911 will make all reasonable efforts to accommodate scheduled lunch breaks. Breaks and lunches may not be used as a substitute for coming in late or leaving early. Remedies for a missed break, missed lunch break, and/or staffing need will be discussed with the union representative and any such discussion should include ways to improve staffing and scheduling in order to avoid future misses.
- 8.03 Employees will be paid at the overtime rate 1-1/2 times the hourly rate of pay for all hours worked in excess of forty (40) hours per week. For purposes of computing overtime, the term "hours worked" shall include:
- Time worked during scheduled days
 - Time worked on a holiday
 - Time spent in meetings
 - Time spent in training
 - Time spent traveling for LC911 Business away from the center
 - Time spent in court for LC 911 Business
 - Time spent in bargaining

Assignment of overtime shall follow the guidelines set out in this Article.

- 8.04 LC 911 will make reasonable efforts to avoid long duration shifts and unscheduled hours; however, nothing in this Article is intended to prevent an employee from volunteering to work additional overtime hours. LC 911 will make reasonable efforts to avoid long duration shifts and unscheduled hours; however, an employee may be required to work more consecutive hours than originally scheduled, until that employee's replacement arrives, or in the event of an emergency. Employees will only be mandated to work overtime in continuation with hours currently scheduled. Nothing in this Article is intended to prevent an employee from volunteering to work additional overtime hours.
- 8.05 LC 911 will make schedules available to Dispatchers to select their desired shifts. Shifts will be awarded by seniority (as that term is defined by this agreement), except that LC

911 may alter shift assignment of employees to balance experience, qualifications, and/or training on a shift. The schedules shall be posted and made available 30 days in advance. In the event of an opening on a permanent shift, shift bids will be accepted and offered to the most senior employee. The most senior employee will have the first selection continuing selections through to the least senior employee. Employees may agree to trade shift assignments. Shift switches must be submitted in advance of the scheduled shift and shall be approved the Director or Deputy Director or designee. All shift switches must be between equally qualified dispatchers. All shifts switched will be at no additional cost to LC 911. Shift switches with less than 24 hours' notice that are denied shall not be subject to the grievance procedure. Shift switches shall be approved unless said switch will cause an unbalance of experience and performance.

8.06 Generally, the employer agrees to grant compensatory time off in lieu of overtime payment when both the supervisor and the employee are agreeable. An employee may not bank more than 100 hours of compensatory time at any given point. However, the employer must notify the employee that the overtime will be paid in compensatory time at the time the employee is requested to work. Requests for use of compensatory time may not be made until the time is earned and banked. Compensatory time may be used in blocks of 2 hours, unless the balance is less than two hours (in such cases the employee may schedule the use of the remaining balance). Requests for the use of compensatory time will not be denied unless too many other employees are already scheduled off on that shift. Scheduled compensatory time off will not be cancelled except in the case of emergency circumstances. At the sole discretion of the employer and if funds are available, employees may sell back to the employer hours of unused compensatory time at the end of each calendar year by December 1st at the then-current rate of pay. Any amount sold by the employee will be deducted from the employee's compensatory time bank. When funds are not available the employee and appropriate union representative will be notified when the compensatory time will be scheduled. Providing such notice is given, the issuance of compensatory time shall not be subject to the grievance process.

8.07 A minimum of 2 hours pay at the overtime rate will be paid for all emergency call out situations. A dispatcher must report within 90 minutes from the time called for an emergency call out, or the dispatcher will notify management to contact the next available Dispatcher to avoid any delay. Once a dispatcher accepts overtime, he/she shall not be able to cancel the callout and is subject to discipline if the employee fails to show.

Overtime will be maintained through one (1) list serving for two (2) purposes.
Work schedules shall be posted or made available for all members to view.
The Overtime list shall be made available to employees on at least a monthly basis:

Voluntary Overtime

When overtime is available LC 911 will first solicit for qualified volunteers using an availability list. Employees may sign the availability list if they are interested in volunteering for overtime. Once the list is established, the first request shall be made based on seniority. Subsequently, the employee who has the fewest overtime hours shall be given priority provided they are qualified for the work available. If multiple employees are qualified for the work available, seniority shall be given priority.

Mandated Overtime

Overtime shifts not filled by voluntary assignment shall be covered using the mandate procedure by requiring the employee that is available to work mandated overtime, and who has the least number of overtime hours, to work. Seniority shall serve as the determining factor in the event of a tie breaker between two employees' overtime hours. After the overtime is posted, employees may still volunteer for the open shifts. Any employees forced assignment will not change approved paid time-off requests. Employees placed on the force list will be placed in the force book. Forced overtime assignments can only be changed with the agreement (all such changes will be documented in writing) of the person desiring to work the overtime and the person forced to work the overtime and prior notice to the appropriate supervisor. At the employee's request mandated overtime may be substituted for compensatory time at the rate of 1 and ½ times the hours worked with advance approval from management.

**ARTICLE 9
BONUSES & ADDERS**

- 9.01 Employees who are scheduled to work an evening or night shift (hours ranging between 7pm to 7am) will be paid a shift adder of \$1.00 per hour.
- 9.02 LC 911 may require Dispatchers to travel to other work locations for court, training, or work. When so assigned, the employee will be provided transportation or reimbursed for obtaining their own transportation for total mileage at the IRS mileage rate. Travel time will be considered as time worked when the distance is greater than their normal commute.
- 9.03 Employees shall be entitled to any longevity bonus if offered by Lake County in recognition of cumulative service with LC 911. Such additional compensation shall be paid per the following schedule and in accordance with the Longevity Ordinance in effect.

| Completed Years Of Service | Amount Per Year |
|-------------------------------|--------------------|
| 5 | \$220.00 |
| 10 | \$320.00 |
| 15 | \$440.00 |
| 20 | \$620.00 |
| 25 | \$920.00 |
| 30 | \$1,220.00 |

- 9.04 LC 911 shall offer an adder to employee(s) chosen to serve or assist with training of new or current employees consisting of one-quarter (1/4) hour of compensatory time for each two (2) hour assignment as a trainer. Management shall discuss with the Union the assignments of these positions.

**ARTICLE 10
TRAINING AND LAYOFF**

- 10.01 The Parties recognize the benefits in offering to employees, training and retraining programs for personal or career development. LC 911 shall offer training and retraining programs to employees for personal or career development to better the community.
- (A) Representatives from LC 911 and the Union will be assigned by their respective party to the Training Advisory Board.
 - (B) The Career & Personal Development Plan, (CPDP) may be used as an educational self-development aid to assist employees in their personal development or preparing themselves for career progression opportunities or job changes within Lake County.
 - (C) Training shall be generic in nature as opposed to job specific and shall cover technical, clerical and other fundamental skills.
 - (D) Participation by employees in the personal or career development training program shall be voluntary.
 - (E) Successful completion by an employee of any training or courses offered pursuant to such program will be taken into account by LC 911 when considering the employee for an upgrade or transfer.
- 10.02 The Training Advisory Board shall meet once a quarter unless mutually agreed to otherwise. The executive director shall set the meeting schedule for the Training Advisory Board.
- 10.03 Selected educational institutions may be utilized to deliver services, courses and programs. The Training Advisory Board will make recommendations for institutions, services, courses and programs.
- 10.04 Employees participating in these programs can be reimbursed for fees and textbook costs annually upon successful completion of approved courses and programs if approved by the Executive Director. The amounts of any refunds, charges for negligence, and outside assistance (grants, remissions, scholarships, veteran's assistance, etc.) shall be deducted from the Program payments if made.
- 10.05 LC 911 shall advise the Union in writing of all contemplated work force reductions, including the number of employees who will be laid off. LC 911 will discuss with the Union as to a formula or plan for work force reductions during the 10-day period following the written notice of the work force reduction, or a shorter time period if conditions necessitate. If LC 911 and the Union are unable to reach an agreement within such period, work force reductions shall be made as follows (all in inverse order of seniority):

1. Probationary employees shall be terminated first;
2. And then part-time employees;
3. Thereafter full-time employees.

10.06 LC 911 will provide the Union with a list of employees identified for layoff.

10.07 Only in cases of layoff, shall a termination payment be made, consisting of any Vacation Days, Compensatory Days and Sick/Personal Days to which the employee is eligible at the time of leaving shall be paid to employee(s) laid off, or may be paid at the discretion of LC 911 to an employee whose services are terminated for reasons such as inadaptability or inability to properly perform assigned job duties.

10.08 LC 911 shall canvass employees asking if they are willing to accept Voluntary Termination Payments and voluntarily terminate their employment in an effort to reduce the amount of employees forced into a layoff.

10.09 If additions to the work force are required, LC 911 shall proceed as follows before hiring new regular employees. LC 911 shall offer reemployment for up to one (1) year from the date of layoff in order of seniority to regular full-time and part-time Laid off employees in the following order:

1. Former employees from LC 911 who were qualified by experience at the time of separation from payroll to perform the duties of an available job.
2. Former employees from LC 911 who were not qualified by experience at the time of separation from payroll to perform the duties of an available job, but can successfully complete training and must demonstrate qualifications to the satisfaction of LC 911 which shall be identical to those LC 911 requires of newly hired employees.

10.10 Former employees must keep LC 911 and the Union informed of the telephone number and address at which they can be reached.

10.11 Employees who are not eligible for a service pension and whose employment is terminated as a result of layoff shall continue to remain eligible for coverage for up to 21 months under the Health Care Plan Medical Expense Plan. Employees will be eligible for coverage at Lake County's expense for a period of 3 months following the month in which employment is terminated. The employee may elect to continue such coverage for an additional 18 months at the employee's expense by paying the monthly premium amount. Payment of extended medical coverage by the LC 911 may be counted as part of any obligation of the County required by the Consolidated Omnibus Budget Reconciliation Act ("COBRA") of 1986.

10.12 LC 911 will designate a representative or representatives of Management to meet with the Business Manager of the Union, or his designee, and not more than an additional 3 representatives designated by the Union. Union and Management representatives will be

known as the Union-Management Committee. It shall be the function of the Union-Management Committee to study and make recommendations to the Parties hereto with respect to such matters as may be presented to the Union-Management Committee relating to any of Lake County 911's plans or practices affecting the health, welfare and working conditions of employees. Excepted from this list shall be any benefit provided through the County's health insurance plan or a benefit set by ordinance. In addition, as may be required, matters regarding employment changes in LC 911 will be reviewed by the Union-Management Committee as provided herein.

- 10.13 Meetings may be called from time to time on reasonable notice by either the Union or LC 911. The Committee may, at its discretion and by mutual agreement, create ad hoc committees to address issues such as safety, training and development and health care cost containment. Such committees shall present their findings to the Union-Management Committee as often as the Union-Management Committee deems necessary.

**ARTICLE 11
SALARIES & BENEFITS**

- 11.01 This Agreement shall be subject to and subordinated to any applicable present and future Ordinance, Federal, and/or State laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions of this agreement. In the event of a determination pursuant to this Article occurs, the parties hereto will meet within thirty (30) days of such determination and attempt to negotiate a lawful alternative to the affected provision. Such discussions will include but are not limited to, annual wage increases with intended or possible changes affecting Lake County employee wages.
- 11.02 Where Lake County Government introduces or intends to introduce a change that affects the terms and conditions or security of employment of employees covered by this Agreement, and/or alters the basis upon which this Agreement was negotiated, it is agreed:
- That said change and impact adjustment shall be discussed between the bargaining representatives of the parties to this agreement and shall be subject to the Article 12.
 - That Lake County 911 will provide the Union ninety (90) days' notice in writing of any intended change that affects the terms and conditions of this Agreement.
 - That Lake County will assume responsibility with regard to employees who may be affected by said change, which includes but is not limited to retraining, updating, and upgrading skills and accrued compensation under FLSA.
- 11.03 The wage of Dispatchers shall be paid according to the chart below as follows. Upon certification, employees shall be increased to the corresponding wage rate. The parties acknowledge that the Department's budget may limit the number of dispatchers allowed in each Level, and a dispatcher may not receive advancement unless a vacancy at that level is available.
- 11.04 Dispatchers who were hired prior to this agreement will remain at the level of pay achieved prior to its adoption, and without suffering a loss, until a vacancy in the next Wage Level becomes available. A list of all adjusted employees' pay has been provided with the chart that follows. Vacancies will be filled with qualified Dispatchers by seniority.
- 11.05 Once adjustment is made, dispatchers will only receive an increase in pay by:
1. Moving to a higher Experience Level
 2. An increase negotiated in collective bargaining.
 3. Through an ordinance adopted by the Lake County Council.
- 11.06 Newly hired employees may be placed at higher Levels on the chart that follows provided that such placement will not prevent a senior "Qualified" employee from filling that position. New hire placement above the training level will be at the sole discretion of Lake County.

Wage Chart

| <u>Position</u> | <u>2020 Hourly/Annually</u> | <u>2021 Hourly/Annually</u> | <u>Points</u> |
|--|-----------------------------|-----------------------------|---------------|
| <u>Trainee/ Probationary*</u> | \$15.00/\$31,200 | \$15.50/32,240 | N/A |
| <u>Telecommunicator/ Dispatcher, Level 1 Less than 1 year</u> | \$16.00/33,280 | \$16.50/34,320 | N/A |
| <u>Telecommunicator/ Dispatcher, Level 2 Greater than 1 year</u> | \$17.00/\$35,360 | \$17.50/\$36,400 | N/A |
| <u>Telecommunicator/ Dispatcher Level 3 Experience</u> | \$20.00/\$41,600 | \$21.00/\$43,680 | 5 |
| <u>Telecommunicator/ Dispatcher Level 4 Experience</u> | \$22.00/\$45,760 | \$23.00/\$47,840 | 9 |
| <u>Telecommunicator/ Dispatcher Level 5 Experience</u> | \$23.00/\$47,840 | \$24.00/\$49,920 | 13 |

*Note: Training/Probationary rate may be frozen with just cause as discussed with the Union and the Employee.

Levels 3, 4, and 5 vacancies may be capped based on County budget. Future placement in to these positions will be based off “Qualified” employees by seniority. Qualified shall be defined for Levels 3, 4, and 5 with points assigned for each of the 13 positions as follows:

- 1 point for experience as a call taker
- 1 point for each of the 8 police dispatch pods (8 total possible points)
- 1 point for each of the Fire/EMS dispatch pods (3 total possible points)
- 1 point for experience at IDACS
- 1 point may be substituted for LC911 CTO Certified Dispatcher

ARTICLE 12
GRIEVANCE & PROBLEM RESOLUTION PROCEDURES

- 12.01 At any meeting between a representative of LC 911 and an employee in which discipline for just cause (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge) is to be announced or investigated, it shall take place within 5-days of the accused infraction. A Union representative shall be present if the employee so requests. A copy of documentation used at the meeting shall be provided to both the employee and union.
- 12.02 All disciplinary records shall not be considered for the purposes of future discipline 12 months after the infraction provided that the employee has shown a sustained correction in the behavior.
- 12.03 In the event LC 911 contemplates the dismissal for just cause of any employee, the LC 911 shall notify the Business Manager or appointed designee of the Local Union involved and review the facts with the Business Manager prior to the actual dismissal.
- 12.04 The Union may request that a Union-Supervisor Review Board be convened relative to the contemplated dismissal. Such a request by the Union must be made to the County Human Resources Director. Within 2 working days after the Union request is made, LC 911 shall notify the Union as to the names of the 2 LC 911 members of the Board, and the Union shall notify LC 911 as to the names of the 2 Union Board members.
- 12.05 The Board will meet within 10 days from the original notification of contemplated dismissal unless extended by mutual agreement. It is the Parties' intent that the employee shall attend the Board meeting except in unusual circumstances either Party may request that the employee not be present at the meeting. The purpose of the Board meeting will be to review the facts that are available concerning the contemplated dismissal and to permit the employee (or in his/her absence, the Union) to present any facts which the employee believes should be brought to LC 911's attention when considering the matter and for the Parties to attempt to resolve the issue. The Parties agree to work together to provide reasonable security for the safety of Board participants when either party determines that a need for such security exists.
- 12.06 If after the meeting of the Board, LC 911 dismisses the employee, the Union may elect to:
- (A) To advance the matter to impartial arbitration as provided in this Article, if the employee was present at the Board meeting; or
 - (B) To advance the matter to Step 3 of the grievance procedure as provided in this Article, if the employee was not present at the Board meeting;
 - (C) Withdraw the grievance without setting precedent.

- 12.07 In the event that the Union provides LC 911 with notification of a desire to hold a Union - Supervisor Review Board and no meeting is held, the Union will be notified within 10 days from the original notification of contemplated dismissal, that either the employee is being dismissed or that circumstances warrant further investigation. If the employee is so dismissed, the Union may appeal the dismissal under the grievance procedure as provided in this Article.
- 12.08 Should differences arise between LC 911 and the Union, such matters shall be processed according to the grievance procedures set forth in this Section. LC 911 and the Union recognize and confirm that the grievance procedures set forth in this Section, and, where applicable, "Arbitration" set forth in the Sections following, provide for the mutually agreed upon and exclusive forums for resolution and settlement of employee disputes during the term of this Agreement. Neither LC 911 nor the Union, its Local or Representatives, will attempt either directly or indirectly by means other than the grievance and/or arbitration procedures to bring about the resolution of any issue which is a subject for disposition through such procedures. It shall be the objective of both LC 911 and the Union to settle any grievance promptly and at the lowest step of the grievance procedure.
- (A) Any individual employee who has a complaint may first consult with his/her immediate supervisor. If the complaint is not resolved then any individual employee shall have the right to present grievances to LC 911 and such grievances may be settled without the intervention of the Union, so long as the settlement is not inconsistent with the terms of this Agreement and provided that the Union has been given an opportunity to be present at such settlement. After an employee has referred a grievance to the Union and the Union representative has so informed LC 911 that the Union represents that employee, LC 911 shall not discuss or settle such grievance directly with said employee initiating the grievance unless a Union representative is given an opportunity to be present.
- (B) The grievance procedure shall consist of three steps:
- Step 1 - A grievance shall be presented to the LC 911 representative to whom the aggrieved employee or affected employee group directly reports.
- Step 2 - A grievance appeal may be made to the next higher level LC 911 representative to which the aggrieved employee or affected employee group directly reports.
- Step 3 - Notice of a further appeal shall be made in writing to the HR Director.
- (C) Any resolution of a grievance at Step 1, 2 or 3 shall be final and binding for the particular grievance involved, however, a resolution at Step 1 or 2 shall not be used as a precedent by either party.
- (D) The decision of LC 911 at Steps 1, 2 and 3 shall be given to the Union within 10 days of the close of the grievance meeting, or within a mutually agreed upon later date.

- (E) Upon mutual agreement of the Parties, any single grievance may initially be heard at any step of the grievance procedure without having been heard at either Step 1 or 2, however, in no event shall Step 3 be omitted or bypassed.
 - (F) All meetings will be held at a mutually agreed time and date. LC 911 will establish the place of the meeting considering the convenience of both parties.
 - (G) Each party recognizes the right of the other to investigate the circumstances surrounding any grievance or accident and agrees to cooperate with the other in such investigations. LC 911 and the Union shall keep each other informed regarding the personnel who are authorized to represent them in grievance meetings.
- 12.09 An issue subject to arbitration shall be submitted to arbitration at the request of the Union, provided the Union has notified the County HR Director, by letter, within 30 calendar days of the date of the final decision rendered at Step 3 under the grievance procedure or following a Union - Supervisor Review Board dismissal, of its desire for arbitration.
- 12.10 Within 10 days of LC 911's receipt of the Union's request for arbitration, the Parties will select an arbitrator by alternately striking names from a permanent panel of 10 arbitrators to be established jointly by the parties, with each party appointing five (5) members of the panel. Replacement of panel members will be made by the appropriate appointing party. Either party may demand replacement of an arbitrator on the panel, which shall be effective after the arbitrator has concluded all matters that were assigned to him or her. The parties shall either agree upon an arbitrator from the permanent panel or alternatively strike names on the panel until one name remains.
- 12.11 Hearings shall commence as quickly as possible following the designation and availability of the arbitrator and shall be carried to conclusion without unnecessary delay. LC 911 and the Union shall attempt to agree upon and reduce such issue or issues to writing at or before the commencement of the hearings. The hearing and decision of the arbitrator shall be confined to the issue or issues presented and the arbitrator shall not, as part of any decision, impose upon the Parties any obligation to arbitrate a subject which has not been agreed upon in this Agreement as a topic for arbitration. The arbitrator shall render the decision in writing within 30 calendar days following receipt of the Parties' briefs and the record in the case is closed. The award of the arbitrator shall be final and binding upon the Parties, subject to law, and LC 911 and the Union agree to abide by the decision of the arbitrator.
- 12.12 The arbitrator shall have no authority to add to, subtract from, or change any of the terms of this Agreement. To clarify under Indiana law, (*See Ind. Code § 36-8-22-1 et seq*) any such settlement or award shall recognize that *Deficit Financing is Prohibited* in order to be an effective settlement consistent with the terms of this Agreement.
- 12.13 The compensation and expenses of the arbitrator and the general expenses of the arbitration such as transcripts, hearing rooms, etc., shall be shared equally by LC 911 and the Union.

However, transcript costs shall be shared only if both parties order a transcript. Each party shall bear the expense of its representatives and witnesses.

12.14 Time requirements in this article may be extended at the request of either party.

ARTICLE 13
ATTENDANCE

- 13.01 An employee who is unable to report for work shall report the reason for the absence to LC911 at least four (4) hours before the regular starting time for that employee. Failure to provide timely notice for the absence may be considered an absence without pay for the entire shift. Absence due to illness is expected to require the employee to be confined to the employee's residence unless the employee is hospitalized or on the way to or from medical treatment. This restriction applies to the use of time while caring for a family member.
- 13.02 LC911 and the Union agree that attendance abuse is a serious problem which hampers effective operations of LC911 and penalizes those employees who do not abuse attendance. The parties agree to cooperate to curtail attendance abuse. LC911 retains the right to take corrective action to deal with attendance. Corrective steps may include, but are not limited to, discipline up to and including dismissal.

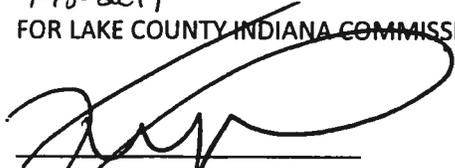
ARTICLE 14
AGREEMENT & COLLECTIVE BARGAINING

- 14.01 This Agreement shall become effective as of 12:00 a.m. Central Daylight Time on January 1st, 2020, and shall remain in effect until 11:59 p.m. Central Daylight Time on December 31st, 2021.
- 14.02 Either party may serve upon the other, a written notice of its desire to negotiate changes in this Agreement. Bargaining with respect to a new Agreement will normally take place during the 60 days prior to the department's budget approval unless otherwise mutually agreed to by the Parties. If neither party serves timely notice upon the other, this Agreement shall automatically renew for successive one-year periods until timely notice is provided at the end of each one-year period.
- 14.03 All collective bargaining shall be conducted between authorized representatives of the Union as designated by its Business Manager or by a person empowered to act in the Business Manager's behalf and authorized representatives of LC 911.
- 14.04 Unless mutually agreed otherwise, up to 3 authorized representatives on the Union's bargaining team who are LC 911 employees not on leave of absence for Union business, shall be paid by LC 911 for time spent in collective bargaining sessions in an amount not to exceed his/her basic wage rate per day.
- 14.05 It is the intention of LC 911 and the Union, with respect to future collective bargaining of replacement agreements, to conduct negotiations in such a manner as to reach a new agreement on or before the termination date of the present Agreement.
- 14.06 Any agreements reached as a result of collective bargaining by representatives of the Parties to this Agreement shall become binding and effective only upon signature of the authorized representatives of the Parties as designated respectively by the Business Manager of the Union and by the LC 911 Representative or by persons empowered to act in their behalf.
- 14.07 LC 911 agrees to have this Agreement printed by a union printer and to provide copies requested by the Union at the time of printing. LC 911 shall pay for the first 150 copies requested by the Union at the time of printing. The costs of all additional copies requested by the Union shall be paid for by the Union. LC 911 shall pay for Lake County requested copies unless LC 911 and the Union mutually agree to an exception.
- 14.08 If any provision of this Agreement is invalid because it is contrary to any law, the law shall replace that provision and the remaining provisions shall not be affected.

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representatives, has executed this document set forth below.

AGREED:
9-18-2019

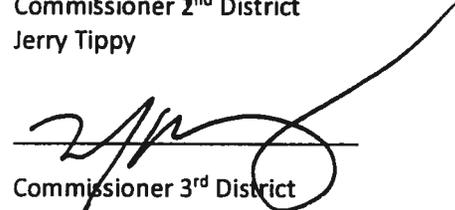
FOR LAKE COUNTY INDIANA COMMISSIONERS:



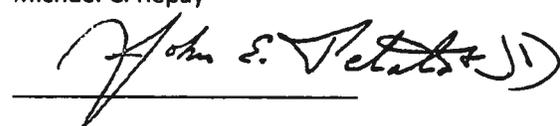
Commissioner 1st District
Kyle W. Allen Sr.



Commissioner 2nd District
Jerry Tippy

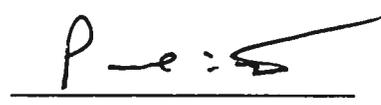


Commissioner 3rd District
Michael C. Repay



Lake County Auditor
John Petalas

FOR THE UNION:



Paul T. Wright
President-Business Manager Local 21
International Brotherhood of Electrical Workers



Lake County Bargaining Committee

- Darien Hayes
- Danielle Royster
- Anthony Stua
- Mark Swiderski
- Christopher Wittmer

Local 21 Bargaining Committee

- Byron Bonham III
- Heather Brown
- Dennis McCafferty
- Stephanie O'Connor
- Amy Petruch

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representatives, has executed this document set forth below.

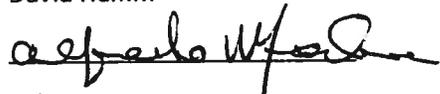
AGREED:

FOR LAKE COUNTY INDIANA COUNCIL:



1st District Councilman

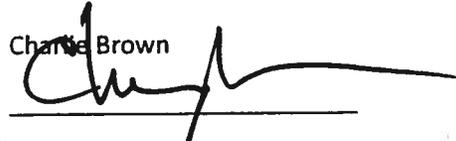
David Hamm



2nd District Councilwoman

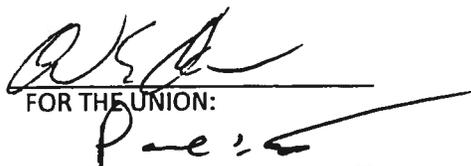
Alfredo Menchaca

3rd District Councilman

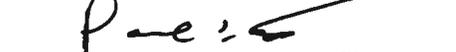


4th District Councilman

Daniel Dernulc



FOR THE UNION:



Paul T. Wright

President-Business Manager Local 21

International Brotherhood of Electrical Workers

Lake County Bargaining Committee

Darien Hayes

Danielle Royster

Anthony Stua

Mark Swiderski

Christopher Wittmer



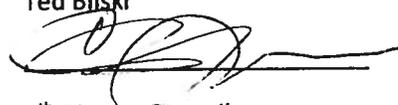
5th District Councilwoman

Christine Cid



6th District Councilman

Ted Bilski



7th District Councilman

Christian J. Jorgensen

PRESENTED TO
BOARD OF COMMISSIONERS
BY LAKE COUNTY AUDITOR

SEP 12 2019 

Local 21 Bargaining Committee

Byron Bonham III

Heather Brown

Dennis McCafferty

Stephanie O'Connor

Amy Petruch