

The Board met in due form with the following members present: Gerry Scheub, Kyle Allen, Sr. The Council Members present: Elsie Franklin, David Hamm, Daniel Dernulc, Christine Cid, Ted Bilski, Eldon Strong. They passed the following orders, to wit:

There was a moment for the Opening Prayer, those present asked to acknowledge the Families of the Ambushed Officers, killed in the line of duty; the Pledge was given. Roll call was made by Secretary. Council members present, 6, and 1 absent. Commissioners present, 2, 1 absent.

Notice of this meeting was faxed by Carol Cody in the Lake County Council Office to the media on the 25th day of October, 2016 at about 1:08 p.m.

Order #1 Agenda #3

In the Matter of Council: Ordinance No. 1400F – Regarding Vacant Positions for the Remainder of 2016 Department 4200- Detention Center. Discussion/Action.

Comes now, the Lake County Council, to address the matter of Ordinance No. 1400F, Ordinance Regarding Vacant Positions for the Remainder of 2016, Detention Center (4200) for Detention Officer (2), Security Officer (2), Cook, and Housekeeper, representatives from Department- Detention Center 4200 were present, Councilwoman Franklin made a motion to approve, Councilman Hamm made a seconded to the motion. Upon roll call, motion carried 6-0, 1 absent.

001-4200-12433-003 Detention Center
001-4200-12433-027 Detention Officer
001-4200-14400-005 Security Officer
001-4200-14411-006 Security Officer
001-4200-18840-004 Cook
001-4200-18841-002 Housekeeper

Order #2

In the Matter of Lake County Council – 3700. IBEW 21 Dispatch Collective Bargaining Agreement.

Comes now, Attorney Szarmach, before the Council, requesting to include an Email received from IBEW21 Rep. Byron Bonham, on today 4:35p, stating that the Union agrees with the attached Memo to clarify the intent and will not need to ratify the Agreement as this was the original intent.

Councilman Hamm made a motion, for approval of the IBEW 21 Dispatch Collective Bargaining Agreement, attaching the Memorandum of Understanding as well as the Email, in the possession of the Council's Attorney, as mentioned, stating the Union's acceptance of the MOU, seconded by Councilwoman Franklin. Upon roll call and no questions, motion carried 6yes, 1absent.

-Motion made to adjourn, died for lack thereof, Motion to re-convene by Councilwoman Cid, all in favor by "I"

Order #3

In the Matter of Board of Commissioners - Council – 3700. IBEW 21 Dispatch Collective Bargaining Agreement.

Comes now, Lake County Board of Commissioners, to take action on IBEW 21 Dispatch Collective Bargaining Agreement including attachments added by the Lake County Council's Attorney and approved by the Lake County Council with 6 yes votes.

Allen made a motion, to approve the IBEW 21 Dispatch Collective Bargaining Agreement, the Memorandum of Understanding and Email as attached, Scheub seconded the motion. Motion carried 2-0, 1absent.

*NEW
Signed*

**ARTICLE I
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.

Order #4 cont'd

**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 or the hospitalization of 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.

ok
HVA

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Order #4 cont'd

**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).

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- 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 in addition to the originally scheduled hours.
- 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 & 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. When a 12-hour shift is utilized for scheduling, employee vacation days shall be converted to hours from days.
- 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. When a 12-hour schedule is utilized for scheduling, days provided for in the handbook shall be converted to hours.
- 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 day observed as 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.

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- 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.

**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. Day shifts between 7am and 7pm and night shifts between 7pm and 7am. Other 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 will be determined by that employee's supervisor after discussion with the affected employee and union representative.
- 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 the normal scheduled shift. For purposes of computing overtime, the term "hours worked" shall be paid for all time including training, travel, scheduled hours, scheduled paid time off. 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 a 12-hour shift, until that employee's replacement arrives, or in the event of an emergency. Nothing in this Article is intended to prevent an employee from volunteering to work additional overtime hours.
- 8.05 Annually, 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

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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. This practice shall not be applicable however, if the Department has exhausted its overtime budget. 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. 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:

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. The list shall be reviewed periodically as qualifications are updated.

Forced Overtime

Overtime shifts not filled by voluntary assignment shall be covered using the Forced procedure by requiring the employee that is available to work the scheduled shift, 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

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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.

Unscheduled Overtime

If the overtime is not covered by above procedure, the employee who is next on the rotating force list that is scheduled to work the shifts preceding and following the vacant shift will be forced to fill the vacancy in four (4) hour increments each. If an employee working another shift offers to cover a four (4) hour shortage, they may be allowed to before a force is enacted. Unscheduled Overtime will be paid at the overtime rate of one and a half times the normal hourly rate, or in compensatory time at one and a half times the hours worked on the unscheduled forced shift.

**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 \$12.00 per day or \$1.00 per hour, whichever is less.
- 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 may offer an adder in pay to an employee chosen to serve or assist with training of new or current employees. Management shall discuss with the Union the amount of the adder.

**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):

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- 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

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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.

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**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 for that tier. The parties acknowledge that the Department's budget may limit the number of dispatchers allowed in any given tier, 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 Tier becomes available. A list of all adjusted employees' pay shall be provided to the union upon ratification. Generally, vacancies will be filled with qualified Dispatchers by seniority only if all other determining factors are equal.
- 11.05 Once adjustment is made, dispatchers will only receive an increase in pay by:
1. Moving to a higher tier
 2. An increase negotiated through a wage reopener.
 3. Through an ordinance adopted by the Lake County Council.

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Order #4 cont'd

Dispatcher Wage and Qualification Tiers		
Tier	Wage	Requirement
1	29,000.00	New Hire (Full-Time)
2	32,000.00	Completion of one (1) year of employment (no Cap to this level)
3	\$37,000.00	Certified by the department as a call-taker and Police Dispatcher (The number of dispatchers at this level may be capped by County budget).
4	\$42,000.00	Certified by the Department as an EMS and Fire Dispatcher and in IDACS operations (The number of dispatcher may be capped by County budget).

**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 18 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.

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- (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.
- 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.

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ARTICLE 13
AGREEMENT & COLLECTIVE BARGAINING

- 13.01 This Agreement shall become effective as of 12:00 a.m. Central Daylight Time on _____, and shall remain in effect until 11:59 p.m. Central Daylight Time on _____.
13.02 No later than 60 days prior to the expiration date of this Agreement, either party may serve upon the other, a written notice of its desire to negotiate changes in this Agreement.
13.03 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.
13.04 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.
13.05 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.
13.06 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.
13.07 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.
13.08 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.

MEMORANDUM OF AGREEMENT
between
LAKE COUNTY 911
and
IBEW LOCAL 21
BENEFITS "RE-OPENERS"

During collective bargaining, Lake County 911 ("LC911") and the International Brotherhood of Electrical Workers, Local Union 21 ("the Union") reached agreement on a three-year Collective Bargaining Agreement ("CBA"), which expires on _____. During collective bargaining, LC911 and the Union agreed to allow the CBA to be re-opened during the life of the CBA for the purpose of discussing benefits, subject to the following restrictions:

- 1. Unless mutually agreed by both parties, the CBA may be re-opened for such discussions under this Memorandum of Agreement only twice during the life of the CBA - once during the 60-day period starting on July 15, 2016 and once during the 60-day period starting July 15, 2017.
2. Upon receipt of a written request, the receiving party will advise the sending party if they are in agreement to re-open the CBA for such discussions. Neither party is obligated to agree to re-open the contract for such discussions. Should either party decline to re-open the CBA for such discussions, the CBA will not be reopened.
3. Should both parties mutually agree to re-open the CBA for such discussions, the following limited provisions will be considered "re-opened" for negotiations and will be the only proper subjects of discussion by the parties during such negotiations:
a. Whether to change from the current medical plan to an alternate medical plan (for example, the NECA FMCP 16) at some point during the life of the CBA.
b. Medical premium contribution structure and percentages.
4. Should both parties mutually agree to re-open the CBA for such discussions, it is the intent of the parties to engage in open dialog concerning the feasibility of changes, with the goal to identify solutions that would be mutually beneficial - financial and operationally - to both LC911 and its employees.
5. During any such period when the CBA is re-opened, the medical plan design and premium contributions will continue in full force and effect as described under the current plan.
6. Should the parties agree to re-open the CBA but not agree to change to an alternate medical plan or to change the medical premium contributions during the 60-day period(s) provided for in Section 1, above, the medical plan design and premium contributions will continue in full force and effect as described under the current plan.

This Memorandum of Agreement is effective upon ratification of the Collective Bargaining Agreement and shall expire on _____. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall terminate on _____, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

Lake County 911

International Brotherhood of Electrical Workers
Local Union 21

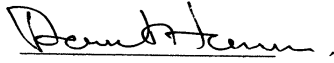
By: _____

By: _____

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

AGREED:

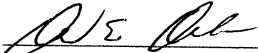
FOR LAKE COUNTY INDIANA COUNCIL:



1st District Councilman
David Hamm

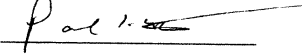
2nd District Councilwoman
Elsie Brown-Franklin

3rd District Councilman
Jamal Washington



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

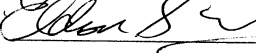
Thomas Dabertin
Commissioner Michael C. Repay
Councilman David Hamm
Councilman Eldon Strong



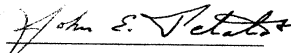
5th District Councilwoman
Christine Cid



6th District Councilman
Ted Bilski



7th District Councilman
Eldon Strong



Lake County Auditor
John Petalas

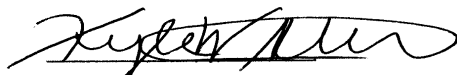
Local 21 Bargaining Committee

Shell Angeloni
Byron Bonham
Heather Brown
Verlean Martin
Dennis McCafferty
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 COMMISSIONERS:

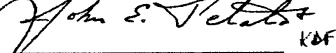


Commissioner 1st District
Kyle W. Allen Sr.

Commissioner 2nd District
Michael C. Repay



Commissioner 3rd District
Gerry Scheub

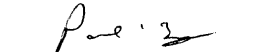


Lake County Auditor
John Petalas

Lake County Bargaining Committee

Thomas Dabertin
Commissioner Michael C. Repay
Councilman David Hamm
Councilman Eldon Strong

FOR THE UNION:



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

Local 21 Bargaining Committee

Shell Angeloni
Byron Bonham
Heather Brown
Verlean Martin
Dennis McCafferty
Amy Petruch

Terry Barczak

From: Tom Dabertin <tom@sharedresourcesolutions.com>
Sent: Wednesday, November 02, 2016 4:35 PM
To: Terry Barczak
Subject: FW: Final Memorandum

From: Byron Bonham [mailto:bbonham@ibew21.org]
Sent: Wednesday, November 2, 2016 4:35 PM
To: 'Tom Dabertin' <tom@sharedresourcesolutions.com>
Subject: RE: Final Memorandum

The Union agrees with the attached memo to clarify the intent and will not need to ratify the agreement as this was the original intent.

Byron Bonham
Business Representative
IBEW Local 21

From: Tom Dabertin [mailto:tom@sharedresourcesolutions.com]
Sent: Wednesday, November 02, 2016 4:32 PM
To: 'Byron Bonham' <bbonham@ibew21.org>
Subject: FW: Final Memorandum

From: Tom Dabertin [mailto:tom@sharedresourcesolutions.com]
Sent: Wednesday, November 2, 2016 4:27 PM
To: 'Byron Bonham' <bbonham@ibew21.org>
Subject: Final Memorandum

Thomas Dabertin, CMC, MBA
Managing Partner,
Shared Resource Solutions, Inc.
5246 Hohman Avenue, Suite 303
Hammond, IN 46320
Phone: 219 853-9782
Fax: 219 853-9786
www.sharedresourcesolutions.com

Sent from Laptop

approved NOV 02 2016

MEMORANDUM

This memorandum of understanding represents clarifications of the Parties agreed intent with respect to the collective bargaining agreement between Lake County Government and IBEW 21. This memorandum is considered to be accurate and part of the current language represented by the agreement.


The following amendments are made only to clarify language or address scrivener errors:


- 2.02 LC 911 will advise the Union of any on-the-job accidents involving a Union member.
- 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.
- 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 any investigation into the accused infraction, unless the time period is extended by either party. 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.

In addition to the aforementioned clarifications, Article 12 grievance and arbitration settlements shall be subject to the law. The arbitrator shall have no authority to add to, subtract from or change the terms of the 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.

Finally, all of the time requirements discussed in Article 12 can be extended with proper notification and at the request of either party.

Agreed to this 2nd day of November, 2016.



 Commissioner Gerry Scheub, President



 IBEW 21



 Commissioner Kyle Allen

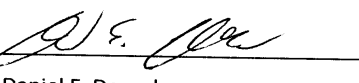
 Commissioner Michael Repay

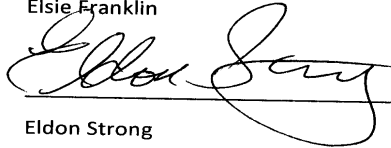
Members of the Lake County Council

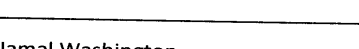

 Ted F. Bilski, President

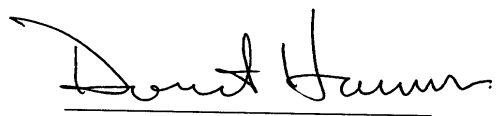

 Christine Cid


 Elsie Franklin


 Daniel E. Dernulc


 Eldon Strong


 Jamal Washington


 David Hamm

The next Board of Commissioners Meeting will be held on Wednesday, December 21, 2016 at 10:00 A.M.

There being no further business before the Board at this time, Council President Bilski, adjourned. Commissioner Allen, motioned to adjourn.

The following officials were Present:

GERRY SCHEUB, PRESIDENT

MICHAEL REPAY, COMMISSIONER

KYLE ALLEN Sr., COMMISSIONER

ATTEST:

JOHN E. PETALAS, LAKE COUNTY AUDITOR