

The Board met in due form with the following members present: Gerry Scheub and Kyle Allen, Sr. They passed the following orders, to wit:

There was a moment of silent prayer; the Pledge was given and the Emergency Exit Announcement made.

A courtesy copy of the agenda and notice of this meeting was faxed by Brenda Koselke to the Times in Munster and Crown Point, the Post Tribune in Merrillville and Crown Point, WJOB Radio Station, the Star, WLTH Radio Station, Comcast Cable, the Calumet Press, Portage Journal News, Pilcher Publishing and the Gary Law, Channel 21 media on the 15th day of July, 2016 at about 12:45 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 15th day of July, 2016 at about 12:45 p.m.

Acknowledgement-

Comes now, Attorney Dull, with an acknowledgement, acknowledging Ms. Brenda Koselke, Commissioners Purchasing Agent, for her achievement of 40~years of service in County Government. ~Round of applause

Order #1 Agenda #5A

In the Matter of Notices/Agenda: A. Permission to open Bids/Proposals.

Allen made a motion, seconded by Scheub, to approve the opening of the Bids/Proposals. Motion carried 2-0, 1 absent.

Order #2 Agenda #5B w/D-E

In the Matter of Notices/Agenda: B. Additions, deletions and/or corrections to Agenda for a Regular Meeting; D. Approved Final Agenda made a matter of public record; E. Certificate of Service of Meeting Notice to those who have made such written request to be made a matter of public record.

Allen made a motion, seconded by Scheub, to approve the Additions – Item #43A – State of Indiana, Department of Local Government Finance approval of the request of Lake County for the reestablishment of its Cumulative Bridge Fund to be made a matter of public record; Item #43B – State of Indiana, Department of Local Government Finance approval of the request of Lake County for the reestablishment of its Cumulative Drainage Fund to be made a matter of public record; Item #43C – Addendum to 2015-2017 Articles of Agreement Lake County Highway Department to be made a matter of public record; Item #43D – Boyd Construction Company, Inc. Emergency replacement of approximately 18” of underground fire line located on the east side of the Administration Building including the removal and replacement of curb and sidewalk in the amount of \$40,038.73 to be ratified;; Deletions – Number 19 and Number 26, and Corrections – none, and ordered same to approve the Final Agenda for a matter of public record and to make a matter of public record the Certificate of Service of Meeting Notice to those who have made such written request. Motion carried 2-0, 1 absent.

Order #3 Consent Agenda

In the Matter of Consent Agenda – Items #6A a-i; #6B; #6C; #6D.

Allen made a motion, seconded by Scheub, to approve and make a matter of public record the Items of the Consent Agenda (Items #6A a-i; #6B; #6C; #6D). Motion carried 2-0, 1 absent.

Order #3 Consent Agenda #6A-a

In the Matter of Consent Agenda: Indiana Department of Environmental Management.

Allen made a motion, seconded by Scheub, to make a matter of public record the Notices to the Board of Commissioners of the County of Lake: Indiana Department of Environmental Management (Central Teaming Company, Inc.; Beemsterboer Slag Corporation (3); Mason Corporation; Saco Industries, Inc.; Jupiter Aluminum Corporation; Hoosier Pig Services, LLC; Perfection Bakeries, Inc.; Schererville Wastewater Treatment Plant Improvements; Midwestern Steel Fabricators, Inc.; Ozinga Ready Mix Concrete, Inc.; Lagestee-Mulder, Inc.(2); Progress Rail Services Corporation; Cargill, Inc.; Family Express Corporation 67; Ozinga Brothers; BP Products North America, Inc.; Speedway Station #8304; MCFS Development, LLC; United States Gypsum Company; Harsco Minerals Briquetting, LLC; Hammond Sanitary District Wastewater Treatment Plant Improvements; Administrative Amendment; Whiting Clean Energy, Inc.). Motion carried 2-0, 1 absent.

Order #3 Consent Agenda #6A-b

In the Matter of Consent Agenda: Indiana Department of Natural Resources.

Allen made a motion, seconded by Scheub, to make a matter of public record the Notices to the Board of Commissioners of the County of Lake: Indiana Department of Natural Resources (Little Calumet River, Lake County; State of Indiana - Land Patent – 9.831 acres of filled land lying within boundaries of Lake Michigan to ArcelorMittal Indiana Harbor LLC). Motion carried 2-0, 1 absent.

Order #3 Consent Agenda #6A-c

In the Matter of Consent Agenda: Certificates of Liability Insurance.

Allen made a motion, seconded by Scheub, to make a matter of public record the Notices to the Board of Commissioners of the County of Lake: Certificates of Liability Insurance (Kerkstra Precast Inc.; A Deonovi Service, Inc.; ArcelorMittal USA Holdings LLC; DeVry, Inc.; Martin Security Systems, Inc.; Accent Homes, Inc.; The Airmarking Company, Inc.; Anker Trucking, Inc.; Anker Trucking, Inc.; Arcadis U.S., Inc.; ATC Group Services, Inc. dba Cardno ATC; Baseline NXC LLC; Beam Longest & Neff LLC; Boyd Construction Co., Inc.; Buckeye Partners, LP; C&L Tilling, Inc.; Dyer Construction Co., Inc.; Eagle Services Corp; Earth Exploration, Inc.; Erickson's Inc.; Frontier Communications Corp; Gaskill & Walton Construction; Great Lakes Heavy Haul Inc.; Hanson Professional Service, Inc.; Hanson Professional Services, Inc.; Hawk Enterprises, Inc.; Holthaus Truck Services, Inc.; KW Services, LLC; Keen Transport, Inc.; Lone Star Transportation, LLC; M.J. Electric, LLC; Mediacom Indiana, LLC; Midwest Ag Service LLC; National Drayage Services, LLC; R+R Excavating, Inc.; SEH of Indiana, LLC; Sikma & Sons Plumbing Co., Inc.; Three D Structural LLC; Tonn and Blank Construction LLC; UVL Acquisition Holding LLC dba United Vision Logistics; Elwyn W Mattocks & Sons; Moench Construction, Inc.; Hixon Home Improvements Co., Inc.; Austgen Electric, Inc.;

Order #3 Consent Agenda #6A-c cont'd

ADP TotalSource MI VI, LLC; Alex Metz Sewers, Inc.; Chicago Power & Communication; Midgett Concrete Construction; Antibus Scales & Systems, Inc.; Terra Environmental Corp; NorthStar Contracting Group, Inc.; PGT Trucking Inc.; Dynamic Electric, Inc.). Motion carried 2-0, 1 absent.

Order #3 Consent Agenda #6A-d

In the Matter of Consent Agenda: Continuation Certificates.

Allen made a motion, seconded by Scheub, to make a matter of public record the Notices to the Board of Commissioners of the County of Lake: Continuation Certificates (Donald Fischer & Anna Fischer; Lan-Con, Inc. dba Lan-Con Electric; Donald Fischer & Anna Fischer). Motion carried 2-0, 1 absent.

Order #3 Consent Agenda #6A-e

In the Matter of Consent Agenda: Reinstatement Notices.

Allen made a motion, seconded by Scheub, to make a matter of public record the Notices to the Board of Commissioners of the County of Lake: Reinstatement Notices (Hester Decorating Co., Inc.; Countryside Landscape Services, Inc.; Danico Inc; Window & Door Superstore). Motion carried.

Order #3 Consent Agenda #6A-f

In the Matter of Consent Agenda: Cancellation Notices.

Allen made a motion, seconded by Scheub, to make a matter of public record the Notices to the Board of Commissioners of the County of Lake: Cancellation Notices (SLP Enterprises; On Time Heating and Air, Inc.; Hks Remodeling and Construction; Prospering Real Estate, LLC; Gemini General Contracting LLC; Donald Creed dba Creed Seeding; Window & Door Superstore; Skyhawk Sprinkler Systems, Inc.; R.C. Smith Concrete Company; ADT LLC; Pure Illumination Inc.; Chad Grigsby; Joseph Berrios; R.A. Heath Construction Inc.; C.J. Insulation; Pro Pool & Billiards LLC; Guardian Construction Products, Inc.; Alberto's Landscaping; Countryside Landscape Services, Inc.; Hester Decorating Co., Inc.; Danico Inc.). Motion carried 2-0, 1 absent.

Order #3 Consent Agenda #6A-g

In the Matter of Consent Agenda: List of Departments in attendance at Purchasing meeting.

Allen made a motion, seconded by Scheub, to make a matter of public record the Notices to the Board of Commissioners of the County of Lake: List of Departments in attendance at Purchasing meeting (Purdue Co-Op; Calumet Township Assessor; Treasurer; Ross Township Assessor; Weights & Measures; Superior Courts, Civil Division; Coroners; Commissioners; Assessor; Recorders; Center Township; Judge Schiralli, Div Rm 1; Council (Eldon Strong); Fairgrounds; Parks; Community Corrections; Emergency Management; Surveyor; Highway; Engineers; Recorder – 30 people). Motion carried 2-0, 1 absent.

Order #3 Consent Agenda #6A-h

In the Matter of Consent Agenda: Delivery Receipt.

Allen made a motion, seconded by Scheub, to make a matter of public record the Notices to the Board of Commissioners of the County of Lake: Delivery Receipt (20 Article Numbers May 31, 2016). Motion carried 2-0, 1 absent.

Order #3 Consent Agenda #6A-i

In the Matter of Consent Agenda: Vector Pipeline Safety and Emergency Information Brochure.

Allen made a motion, seconded by Scheub, to make a matter of public record the Notices to the Board of Commissioners of the County of Lake: Vector Pipeline Safety & Emergency Information Brochure for Excavators(Vector Pipeline Emergency Contact 888-427-7777; VectorPipeline.com). Motion carried 2-0, 1 absent.

Order #3 Consent Agenda #6B

In the Matter of Consent Agenda: Vendor Qualification Affidavits.

Allen made a motion, seconded by Scheub, to approve the following Vendor Qualification Affidavits. Motion carried 2-0, 1 absent.

THE MASTER'S TOUCH, LLC
B&S CONSTRUCTION SERVICES, LLC
CONSETELLATION NEWENERGY-GAS DIVISION, LLC
PERFORMANCE CHEMICAL & SUPPLY, INC
CUT-EM-UP
EJ CONSTRUCTION, LLC
QUALYS, INC.
MILLER INVESTIGATIONS, INC.
MICRODAQ.COM, LTD
COMMUNITY CORRECTIONS CONSULTING SERVICES
KARYN PRICE ATTORNEY AT LAW
LAW OFFICE OF JOHN RUPP, LLC
INDIANA SPORTS AND MEDICAL SCIENCE INSTITUTE, PC
SEMKO LAW OFFICE
CHALK SPINNER, LLC
KLM COMPPINGER, INC dba DARI DIP
LYNNE SUNDWALL
RUFF-N-TUFF COUNTRY STORE
HECKLER & KOCH DEFENSE INC
LAPORTE COUNTY SHERIFF'S OFFICE
WELCH ALLYN, INC

Order #3 Consent Agenda #6C

In the Matter of Treasurer's Departmental Report for the month of May, 2016.

Comes now, Peggy Katona, Lake County Treasurer, and files with the Board his report of fees taken in and collected in his office for the Month of May 2016. Said report is in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

Allen made a motion, seconded by Scheub, to accept the above Treasurer's Report of May 2016 as submitted. Motion carried 2-0, 1 absent.

Order #3 Consent Agenda #6D

In the Matter of Weights and Measures Report for the period of 05/16/-06/15/16.

Comes now, Christine Clay, County Inspector, Weights and Measures, and files with the Board her report of fees taken in and collected in her office for the Period 05/16-06/15/16. Said report are in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

Allen made a motion, seconded by Scheub, to accept the above Weights and Measures Report of May 16, 2016 – June 15, 2016 as submitted. Motion carried 2-0, 1 absent.

Order #4 Agenda #7

In the Matter of Resolutions – Honoring Corin Erwin – IHSAA State Champion – High Jump.

Allen made a motion, seconded by Scheub, to approve the Board of Commissioners Honorary Resolution – Honoring Corin Erwin for High Jump IHSAA State Championship, President Scheub read resolution aloud and remarks made. Motion carried 2-1, 1 absent.

Order #5 Agenda #8

In the Matter of Resolutions – Resolution expressing support for Indiana State Senate Resolution No. 12 regarding the Motor Vehicle Inspection and Maintenance Programs in Lake and Porter Counties to be ratified.

Allen made a motion, seconded by Scheub, to ratify approval of Board of Commissioners Resolution No. 16-12 – Resolution expressing support for Indiana State Senate Resolution No. 12 regarding the Motor Vehicle Inspection and Maintenance Programs in Lake and Porter Counties. Motion carried 2-0, 1 absent.

RESOLUTION

of the

*Board of Commissioners of the County of Lake,
State of Indiana*

*A Resolution expressing support for Indiana State Senate
Resolution No. 12 regarding the Motor Vehicle Inspection and
Maintenance Programs in Lake and Porter Counties*

*Whereas; on February 25, 2016, the Indiana State Senate
unanimously passed Senate Resolution 12 regarding the Motor
Vehicle Inspection and Maintenance Programs in Lake and Porter
Counties; and*

*Whereas; the Resolution urges the Environmental Protection
Agency to revise or eliminate the requirements under which the
motor vehicle inspection and maintenance programs are operated
due to the fact that a major source of ground-level ozone in Lake
and Porter Counties results not from the vehicles registered here
but from the vehicles passing through the area on the heavily
traveled interstate highways crossing Lake and/or Porter County
such as Interstate Highway 80/90, Interstate Highway 94, and
Interstate Highway 65; and*

*Whereas; the vehicle inspection and maintenance4 programs
cannot do anything to address the vehicles not registered in Lake or
Porter Counties which are passing through the area on the heavily
traveled interstate highways crossing Lake and/or Porter County
such as Interstate Highway 80/90, Interstate Highway 94, and
Interstate Highway 65; and*

*Now, Therefore be it Resolved by the Board of Commissioners
of the County of Lake, State of Indiana as follows:*

*Section 1. The Board of Commissioners of the County of Lake
hereby expresses support and concurrence with Indiana State*

Order #5 Agenda #8 cont'd

Senate Resolution No. 12 regarding the revision or elimination of the motor vehicle inspection and maintenance program requirements for Lake and Porter Counties.

Section 2. The Board of Commissioners of the County of Lake further encourages the Environmental Protection Agency to take appropriate action in this regard as requested by the Indiana State Senate.

Section 3. This resolution shall take effect and be in full force upon its passage by the Board of Commissioners of the County of Lake, State of Indiana.

Approved this 12th day of July, 2016

**BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE**


Gerry J. Scheub


Michael Repay


Kyle W. Allen, Sr.

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Order #6 Agenda #10

In the Matter of L C Highway Department – RFP: Installation of an asphalt longitudinal joint sealant (LJS) to seal joints on Ridge Road from Colfax to Grant. Proposals to be returned by Wednesday, August 17, 2016 prior to 9:30 A.M. in the Lake County Auditor's Office.

Allen made a motion, seconded by Scheub, to approve the seeking of proposals for the Installation of an asphalt longitudinal joint sealant (LJS) to seal joints on Ridge Road from Colfax to Grant on behalf of the Highway Department, request for quotations sent to the following companies for the return of bids by Wednesday, August 17, 2016 prior to 9:30 A.M. in the Lake County Auditor's Office. Motion carried 2-0, 1 absent.

- A. D2 Land & Water Resources B. Rieth-Riley Construction, Inc. C. Road Fabrics, Inc.

Order #6 Agenda #11

In the Matter of L C Highway Department – RFP: Replacement of the Traffic Signal detection loops for the Ridge Road Preservation Project from Colfax to Grant. Proposals to be returned by Wednesday, August 17, 2016 prior to 9:30 A.M. in the Lake County Auditor's Office.

Allen made a motion, seconded by Scheub, to approve the seeking of proposals for the Replacement of the Traffic Signal detection loops for the Ridge Road Preservation Project from Colfax to Grant on behalf of the Highway Department, request for quotations sent to the following companies, adding Hernandez Electrical, Inc. of Griffith, IN, for the return of bids by Wednesday, August 17, 2016 prior to 9:30 A.M. in the Lake County Auditor's Office. Motion carried 2-0, 1 absent.

- A. Hawk Enterprises, Inc. B. Martel Electric C. Midwestern Electric, Inc. D. Hernandez Electrical, Inc.

Order #7 Agenda #12

In the Matter of L C Highway Department – RFP: Maintenance of traffic signage, cones and temporary pavement markings for the Ridge Road Preservation Project from Colfax to Grant. Proposals to be returned by Wednesday, August 17, 2016 prior to 9:30 A.M. in the Lake County Auditor's Office.

Allen made a motion, seconded by Scheub, to approve the seeking of proposals for the Maintenance of traffic signage, cones and temporary pavement markings for the Ridge Road Preservation Project from Colfax to Grant on behalf of the Highway Department, request for quotations sent to the following companies for the return of bids by Wednesday, August 17, 2016 prior to 9:30 A.M. in the Lake County Auditor's Office. Motion carried 2-0, 1 absent.

- A. Indiana Sign and Barricade B. Traffic Control Specialist C. Traffic Maintenance Corporation

Order #8 Agenda #13

In the Matter of L C Highway – Supplemental Agreement No. 1 to the agreement entered into on March 18, 2015 between United Consulting and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for intersection signalization; 45th Avenue and Colfax Street in an amount not to exceed \$14,295.00.

Allen made a motion, seconded by Scheub, to approve Supplemental Agreement No. 1 to the agreement entered into on March 18, 2015 between United Consulting and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for intersection signalization; 45th Avenue and Colfax Street in an amount not to exceed \$14,295.00. Motion carried 2-0, 1 absent.

Order #9 Agenda #14

In the Matter of L C Highway – Professional Service Contract between Robinson Engineering, Ltd. And the Board of Commissioners of the County of Lake for construction engineering services for the Replacement of Lake County Bridge #116, Fairbanks Street over Turkey Creek in an amount not to exceed \$110,874.00.

Allen made a motion, seconded by Scheub, to approve the Professional Service Contract between Robinson Engineering, Ltd. And the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for construction engineering services for the Replacement of Lake County Bridge #116, Fairbanks Street over Turkey Creek in an amount not to exceed \$110,874.00. Motion carried 2-0, 1 absent.

Order #10 Agenda #15

In the Matter of L C Highway – Agreement between Hanson Engineering and the Board of Commissioners of the County of Lake for construction engineering services for the Rehabilitation of Lake County Bridge #241, Kennedy Avenue over the Grand Calumet River in an amount not to exceed \$149,848.08.

Allen made a motion, seconded by Scheub, to approve the Agreement between Hanson Engineering and the Board of Commissioners of the County of Lake on behalf of Lake County Highway Department for construction engineering services for the Rehabilitation of Lake County Bridge #241, Kennedy Avenue over the Grand Calumet River in an amount not to exceed \$149,848.08. Motion carried 2-0, 1 absent.

Order #11 Agenda #16

In the Matter of L C Highway – County Utility Agreement between Northwestern Indiana Telephone Company and the Board of Commissioners of the County of Lake for the installation of an aerial-pole attachment on existing pole line on the East Side of County Line Road from 9005 (173rd Ave) to SR2.

Allen made a motion, seconded by Scheub, to approve the County Utility Agreement between Northwestern Indiana Telephone Company and the Board of Commissioners of the County of Lake on behalf of Lake County Highway Department for the installation of an aerial-pole attachment on existing pole line on the East Side of County Line Road from 9005 (173rd Ave) to SR2. Motion carried 2-0, 1 absent.

Order #12 Agenda #17

In the Matter of L C Highway – County Utility Agreement between Zayo Bandwith and the Board of Commissioners of the County of Lake for 2 x 1 1/4" conduit (36" to 48" Deep) on Arthur Street West Side of Right of Way between 45th to 47th.

Allen made a motion, seconded by Scheub, to approve the County Utility Agreement between Zayo Bandwith and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for 2 x 1 1/4" conduit (36" to 48" Deep) on Arthur Street West Side of Right of Way between 45th to 47th. Motion carried 2-0, 1 absent.

Order #13 Agenda #18

In the Matter of L C Highway – Indiana Department of Transportation Construction Changer Order No. 8 for Lake County Bridge #102, 61st Avenue over Deep River in the decreased amount of -\$676.24.

Allen made a motion, seconded by Scheub, to approve the Change Order No. 8 for Indiana Department of Transportation Construction for Lake County Bridge #102, 61st Avenue over Deep River in the decreased amount of -\$676.24. Motion carried 2-0, 1 absent.

Order #14 Agenda #20

In the Matter of L C Highway – Change Order No. 4 between Ellas Construction Co., Inc. and the Board of Commissioners of the County of Lake for Lake County Bridge #306, Broad Street over Turkey Creek in the amount of \$4,472.00.

Allen made a motion, seconded by Scheub, to approve L C Highway – Change Order No. 4 between Ellas Construction Co., Inc. and the Board of Commissioners of the County of Lake for Lake County Bridge #306, Broad Street over Turkey Creek in the amount of \$4,472.00. Motion carried 2-0, 1 absent.

Order #15 Agenda #9

In the Matter of L C Highway – BIDS: Replacement of Lake County Bridge #116, Fairbanks Street over Turkey Creek.

This being the day, time and place for the receiving of bids for the Replacement of Lake County Bridge #116, Fairbanks Street over Turkey Creek for the Lake County Highway Department, the following bids were received:

1. Ellas Construction Co., LLC
9137 Elmwood Drive
Munster, IN 46321 \$658,003.28
2. LaPorte Construction Co, Inc.
P.O. Box 577
LaPorte, IN 46352 \$688,075.86

Order #15 Agenda #9 cont'd

3. Ellas Construction Co., Inc.
3810 E. 7th Ave
Gary, IN 46403 \$675,112.85
4. JCI Bridge Group
P.O. Box 368
La Porte, IN 46352 \$685,124.30
5. Rieth-Riley Construction Co.
7500 W 5th Avenue
Gary, IN 46406 \$690,607.97

Allen made a motion, seconded by Scheub, to take the above-mentioned bids under advisement for further tabulation and recommendation. Motion carried 2-0, 1 absent.

Order #16 Agenda #21

In the Matter of L C Juvenile Court – Legal Services Agreement between Karyn Price and the Board of Commissioners of the County of Lake for Public Defender Services for the period of July 20, 2016 to December 31, 2016 in an amount not to exceed \$3,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Scheub, to approve the Legal Services Agreement between Karyn Price and the Board of Commissioners of the County of Lake on behalf of Lake County Juvenile Court for Public Defender Services for the period of July 20, 2016 to December 31, 2016 in an amount not to exceed \$3,000.00 payable at the rate of \$90.00 per hour. Motion carried 2-0, 1 absent.

Order #16 Agenda #22

In the Matter of L C Juvenile Court – Legal Services Agreement between John P. Rupp and the Board of Commissioners of the County of Lake for Public Defender Services for the period of July 20, 2016 to December 31, 2016 in an amount not to exceed \$3,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Scheub, to approve the Legal Services Agreement between Karyn Price and the Board of Commissioners of the County of Lake on behalf of Lake County Juvenile Court for Public Defender Services for the period of July 20, 2016 to December 31, 2016 in an amount not to exceed \$3,000.00 payable at the rate of \$90.00 per hour. Motion carried 2-0, 1 absent.

Order #16 Agenda #23

In the Matter of L C Juvenile Court – Legal Services Agreement between Jeffrey C. Semko and the Board of Commissioners of the County of Lake for Public Defender Services for the period of July 20, 2016 to December 31, 2016 in an amount not to exceed \$3,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Scheub, to approve the Legal Services Agreement between Karyn Price and the Board of Commissioners of the County of Lake on behalf of Lake County Juvenile Court for Public Defender Services for the period of July 20, 2016 to December 31, 2016 in an amount not to exceed \$3,000.00 payable at the rate of \$90.00 per hour. Motion carried 2-0, 1 absent.

Order #17 Agenda #24

In the Matter of L C Public Defender, Conflicts Division – Legal Services Agreement between Sandra Moreno Garcia and the Board of Commissioners of the County of Lake for Public Defender Services for the period of July 20, 2016 to December 31, 2016 in an amount not to exceed \$20,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Scheub, to approve the Legal Services Agreement between Sandra Moreno Garcia and the Board of Commissioners of the County of Lake on behalf of the Lake County Public Defender, Conflicts Division for Public Defender Services for the period of July 20, 2016 to December 31, 2016 in an amount not to exceed \$20,000.00 payable at the rate of \$90.00 per hour. Marvin Smith present/spoke. Motion carried 2-0, 1 absent.

Order #18 Agenda #25

In the Matter of L C Auditor – Consulting Services Agreement between Jeanann Georgas Ficker and the Board of Commissioners of the County of Lake for Consulting Services as outlined in Grant Reporting for the period of July 20, 2016 to December 31, 2017 in an amount not to exceed \$32,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Scheub, to approve the Consulting Services Agreement between Jeanann Georgas Ficker and the Board of Commissioners of the County of Lake on behalf of Lake County Auditor for Consulting Services as outlined in Grant Reporting for the period of July 20, 2016 to December 31, 2017 in an amount not to exceed \$32,000.00 payable at the rate of \$90.00 per hour. Auditor present/spoke. Motion carried 2-0, 1 absent.

Order #19 Agenda #27

In the Matter of L C Data Processing – Service Agreement between AT&T and the Board of Commissioners of the County of Lake for the DS3 Lines for the Police Departments for 36 months in the amount of \$1,120.00 per month to be ratified.

Allen made a motion, seconded by Scheub, to approve the Service Agreement between AT&T and the Board of Commissioners of the County of Lake on behalf of Lake County Data Processing for the DS3 Lines for the City Police Departments for 36 months in the amount of \$1,120.00 per month. Mark Pearman present/spoke. Motion carried 2-0, 1 absent.

Order #20 Agenda #28

In the Matter of L C B.O.C. – BIDS: Contract for the Construction/Rebuild of the Lake County Auditor's Office with Precision Builders, Inc. in the amount of \$131,300.00.

The Board having previously taken the bids under advisement does hereby accept the recommendation of the Building Superintendent to award **Precision Builders, Inc.** with \$131,300.00 for the Construction/Rebuild of the Lake County Auditor's Office being the lowest most responsive bidder, upon a motion made by Allen, seconded by Scheub. Motion carried 2-0, 1 absent.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for the Construction/Rebuild of the Lake County Auditor's Office for the L.C. Board of Commissioners, having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

PRECISION BUILDERS, INC. W/ *Hudson Insurance Company* in the amount of 5% of bid total is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for CONCRETE CURB & GUTTER REMOVAL & REPLACEMENT FOR LAKE CO. BOARD OF COMMISSIONERS FOR \$131,300.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: July 20, 2016

GERRY SCHEUB PRECISION BUILDERS, INC.
KYLE ALLEN, Sr.

Order #21 Agenda #29

In the Matter of L C B.O.C. – Agreement and Certificate of Liability Insurance between Korellis Roofing and the Board of Commissioners of the County of Lake for the Lake County Juvenile Center Roof Replacement Project in an amount not to exceed \$1,582,195.00 to be ratified.

Allen made a motion, seconded by Scheub, to ratify approval of the Agreement and Certify of Liability Insurance between Korellis Roofing and the Board of Commissioners of the County of Lake for the Lake County Juvenile Center Roof Replacement Project in an amount not to exceed \$1,582,195.00. Motion carried 2-0, 1 absent.

Order #22 Agenda #30

In the Matter of L C B.O.C. – Agreement, Payment Bond, Performance Bond & Certificate of Liability Insurance between Gariup Construction and the Board of Commissioners of the County of Lake for the Lake County Purdue Extension/Soil & Water Conservation District Project in an amount not to exceed \$2,834,500.00 to be ratified.

Allen made a motion, seconded by Scheub, to ratify approval of the Agreement between the Board of Commissioners of the County of Lake and Gariup Construction, along with their Payment Bond, Performance Bond & Certificate of Liability Insurance, for the Lake County Purdue Extension/Soil & Water Conservation District Project in an amount not to exceed \$2,834,500.00. Motion carried 2-0, 1 absent.

Payment & Performance-Bond

Gariup Construction Co., Inc. W/ *Continental Casualty Company* in the amount of two million eight hundred thirty-four thousand five hundred and no/100th dollars (\$2,834,500.00) is hereby approved by the Board of Commissioners.

Order #23 Agenda #31

In the Matter of L C B.O.C. – Letter from the Commissioners Attorney concerning Lake County Indiana Ordinance No. 1391B, Required Prequalification for Public Construction Bids over \$150,000.

Allen made a motion, seconded by Scheub, to make a matter of public record the letter from the Commissioners' Attorney concerning Lake County Indiana Ordinance No. 1391B, Required Prequalification for Public Construction Bids over \$150k, four companies listed below have submitted thus far. Motion carried 2-0, 1 absent.

Ryan Construction Gariup Construction Pangere Corp Larson-Danielson

Order #24 Agenda #32

In the Matter of L C B.O.C. – Governor's Commission for a Drug Free Indiana approval of the Lake County Comprehensive Community Plan.

Allen made a motion, seconded by Scheub, to make a matter of public record the approval by the Governor's Commission for a Drug Free Indiana for the Lake County Comprehensive Community Plan. Motion carried 2-0, 1 absent.

Order #25 Agenda #33

In the Matter of L C B.O.C. – ArceorMittal request for the use of the Lake County Government Center parking lot on Saturday, August 27, 2016 for parking and Certificate of Liability Insurance to be ratified.

Allen made a motion, seconded by Scheub, to ratify approval of the use of the parking lot at the Lake County Government Center as requested by ArcelorMittal for parking on Saturday, August 27, 2016 and Certificate of Liability Insurance presented. Motion carried 2-0, 1 absent.

Order #26 Agenda #34

In the Matter of L C B.O.C. – Town of New Chicago Request for Parcel #45-09-19-455-005.000-016.

Comes now, Alicia Barber for the Town of New Chicago requesting to annex property located 500 E Ridge Road, NE Corner, which she states is located in unincorporated Lake County, request sent by Letter from Town of New Chicago President.

Comes now, Attorney Dull, the Board asks if anyone present would like to speak for or against this matter.....hearing none, Commissioner Allen, Sr. made a motion to approve the request for donation of parcel #45-09-19-455-005.000-016 to the Town of New Chicago, Scheub seconded the motion. Motion carried 2-0, 1 absent.

Order #27 Agenda #35

In the Matter of L C B.O.C. – Emergency repairs to the underground cooling lines and valves at Westwind Manor by Keough Mechanical Corp. in the amount of \$16,000.00 to be ratified.

Allen made a motion, seconded by Scheub, to ratify approval of the Emergency repairs in the amount of \$16,000.00 to **Keough Mechanical Corp.**, 6675 Broadway, Merrillville, IN 46410, for repairs to the underground cooling lines and valves at Westwind Manor. Motion carried 2-0, 1absent.

Order #28 Agenda #36 A-B

In the Matter of L C B.O.C. – A. No. 33 from the Commissioners June 15th Agenda to be rescinded – Amendment to the Agreement entered into on July 15, 2015 between Professor Charles Winer of Purdue University Calumet and the Board of Commissioners of the County of Lake for a study and development of a specification for a VOIP phone system for an additional \$10,000.00 for circuit and phone line identification; B. Proposal from Tri-Electronics, Inc. to provide a detailed list of county owned telephones (systems) and phone lines by department in an amount not to exceed \$10,000.00 to be ratified.

Allen made a motion, seconded by Scheub, to rescind No. 33 from the Commissioners June 15th Agenda – Amendment to the Agreement entered into on July 15, 2015 between Professor Charles Winer of Purdue University Calumet and the Board of Commissioners of the County of Lake for a study and development of a specification for a VOIP phone system for an additional \$10,000.00 for circuit and phone line identification. Motion to rescind carried 2-0, 1absent.

Allen made a motion, seconded by Scheub, to approve the acceptance of the proposal from **Tri-Electronics, Inc.**, 6231 Calumet Avenue, Hammond, IN 46324-4310, in an amount not to exceed \$10,000.00 to provide a detailed list of county owned telephones (systems) and phone lines by department. Motion carried 2-0, 1 absent.

Order #29 Agenda #37

In the Matter of L C B.O.C. – United States of America, State of Indiana, County of Lake, Lake County Park District Refunding Bonds of 2014 in the amount of \$1,000,000.00 to be ratified.

Allen made a motion, seconded by Scheub, to approve the United States of America, State of Indiana, County of Lake, Lake County Park District Refunding Bonds of 2014 in the amount of \$1,000,000.00. Motion carried 2-0, 1 absent.

Order #30 Agenda #38

In the Matter of L C B.O.C. – Letter from the Indiana Bicentennial Commission endorsing the “Purdue Extension/Soil & Water Conservation Project” as a Bicentennial Legacy Project.

Allen made a motion, seconded by Scheub, to make a matter of public the letter from the **Indiana Bicentennial Commission endorsing the “Purdue Extension/Soil & Water Conservation Project” as a Bicentennial Legacy Project.** Motion carried 2-0, 1absent.

Order #31 Agenda #39 A-E

In the Matter of L C B.O.C. – PROPOSALS: Alliance Coatings, LLC: A- E.

Allen made a motion, seconded by Scheub, to ratify approval of the acceptance of the proposals from **Alliance Coatings, LLC**, 8300 Broadway, Merrillville, IN 46410, for jobs performed as listed below in Items A-E. Motion carried 2-0, 1absent.

- A. Painting, drywall Commissioners Courtroom & Treasurer’s Office - \$9,429.64
- B. Drywall and paint Treasurer’s Office - \$12,406.73
- C. Fireproofing materials to third floor bathrooms - \$7,334.14
- D. Third Floor painting of pillars, Treasurer’s Office drywall, etc. - \$14,643.15
- E. Work in Treasurer’s Office & Commissioners Courtroom - \$8,923.61

Order #31 Agenda #40 A-HH

In the Matter of L C B.O.C. – PROPOSALS: Gariup Construction: A. - HH.

Allen made a motion, seconded by Scheub, to ratify approval of the acceptance of the proposals from **Gariup Construction**, P.O. Box 64879, Gary, IN 46401, for jobs performed as listed below in Items A-HH. Motion carried 2-0, 1absent.

- A. Renovations to 2nd Floor Women’s Restroom - \$7,300.00
- B. Prosecutor’s Office installation of 5/8” GWB - \$61,300.00
- C. Prosecutor’s Office construction metal stud walls - \$56,210.00
- D. Prosecutor’s Office floor tile installation - \$22,260.00
- E. Prosecutor’s Office drop ceiling - \$28,103.00
- F. Prosecutor’s Office furnish & install 45 doors and hardware - \$53,400.00
- G. Treasurer’s Office construction of metal stud walls - \$18,007.09
- H. Treasurer’s Office Phase 2 drop ceiling installation - \$28,600.00
- I. Treasurer’s Office supply & install 5/8” GWB - \$18,970.00
- J. Treasurer’s Office Phase 1 drop ceiling project - \$267.67
- K. Installation of a metal bird cover on the East Building elevation - \$12,880.00
- L. Renovations to 3rd Floor Women’s Staff Restroom - \$36,500.00
- M. Fairgrounds Masonry Repairs Ceiling Tile Replacement - \$11,927.21
- N. Fairgrounds Masonry Repairs Transformer Pad & Trench - \$5,025.12
- O. Government Center Restroom Remodel - \$5,908.40
- P. Government Center Restroom Remodel - \$9,112.13
- Q. Government Center Restroom Remodel - \$1,970.34
- R. Renovations to Kitchen and Veterans Service - \$4,571.76
- S. Flooring replacement 1st floor hallways and Prosecutor - \$20,768.00
- T. Masonry for Plumbers - \$8,232.62
- U. Government Center 1st floor flooring replacement - \$5,197.50
- V. Government Center 1st floor 4” base installation - \$874.80
- W. Prosecutor’s Office dumpsters - \$1,274.84

Order #31 Agenda #40 A-HH cont'd

- X. Prosecutor's Office cabinet & shelving demo - \$2,997.31
- Y. Prosecutor's Office floor protection & cleaning - \$10,295.64
- Z. Prosecutor's Office floor protections & cleaning - \$9,161.33
- AA. Prosecutor's Office insulation - \$1,912.00
- BB. Prosecutor's Office ceiling grid & tile in the library - \$7,997.32
- CC. Prosecutor's Office window lite kits in doors - \$3,377.01
- DD. Prosecutor's Office carpentry work - \$10,295.64
- EE. Treasurer's Office temporary walls - \$6,845.17
- FF. Treasurer's Office temporary walls - \$5,299.05
- GG. Renovations to 2nd floor Women's restroom - \$36,500.00
- HH. Auditor's Office abatement work - \$7,279.87

Order #31 Agenda #41 A-F

In the Matter of L C B.O.C. – PROPOSALS: Northwest Indiana Environmental, Inc.: A.- F.

Allen made a motion, seconded by Scheub, to ratify approval of the acceptance of the proposals from **Northwest Indiana Environmental, Inc.**, 660 Morningside Drive, Crown Point, IN 46307, for jobs performed as listed below in Items A-F. Motion carried 2-0, 1absent.

- A. Removal/disposal of fireproofing from NE area of Auditor's Office - \$69,500.00
- B. Removal/disposal of tile & mastic from Prosecutor's Hallway - \$37,500.00
- C. Removal/disposal of @ACMS from 3rd floor men's staff restroom - \$63,500.00
- D. Gary Courthouse abatement of pipe fittings & pipe wrap - \$7,500.00
- E. Removal/disposal of tile & mastic from NE Area of Auditor's Office - \$39,000.00
- F. May, 2016 NIEI Negative Air Machines - \$3,050.00

Order #31 Agenda #42 A-Q

In the Matter of L C B.O.C. – PROPOSALS: Sneed Construction: A.- Q.

Allen made a motion, seconded by Scheub, to ratify approval of the acceptance of the proposals from **Sneed Construction**, 305 West 56th Place, Merrillville, IN 46410, for jobs performed as listed below in Items A-Q. Motion carried 2-0, 1absent.

- A. Paramore Work Release window removal and replacement - \$2,310.00
- B. Juvenile Center exterior glass window removal and replacement - \$3,129.00
- C. Treasurer's Office custom counter tops Phase 1 - \$52,486.00
- D. Fairgrounds LED lighting - \$32,150.00
- E. Removal/Replacement of window panels for abatement in Building A & B, 1st, 2nd & 3rd floors - \$25,590.00
- F. East Chicago Courthouse entrance door repairs - \$2,326.80
- G. Commissioners Courtroom cleaning and carpet cleaning - \$9,034.00
- H. Assessor's Office wall panels painting - \$9,696.00
- I. Marriage Office Custom Countertop - \$15,708.00
- J. Gary Courthouse Clerk's Office installation of suspended ceilings - \$36,225.40
- K. Assessor's Office break room emergency lighting - \$911.46
- L. Gary Courthouse West Clerk's new lighting - \$14,885.07
- M. B Building refinish existing wood doors - \$13,727.00
- N. Assessor's Office break room frames, door frames & brick columns painting - \$7,244.87
- O. Probation Office security glass windows & doors - \$17,485.00
- P. Probation & Emergency Work - \$3,662.40
- Q. Judge Tavitas 3rd floor break room vinyl flooring -\$4,699.66

Order #32 Agenda #43

In the Matter of L C B.O.C. – Lake County Solid Waste Management District request for relocation of the District Drop-Off Recycling Center to the South East Corner of the South Parking Lot located across from the Administration Building at the Lake County Government Center.

Allen made a motion, seconded by Scheub, to approve the request of Lake County Solid Waste Management District, and ordered same to approve the relocation of the District Drop-Off Recycling Center to the South East Corner of the South Parking Lot located across from the Administration Building at the Lake County Government Center. Motion carried 2-0, 1 absent.

Order #33 ADD Agenda #43A

In the Matter of L C B.O.C. – State of Indiana, Department of Local Government Finance approval of the request of Lake County for the reestablishment of its Cumulative Bridge Fund to be made a matter of public record.

Allen made a motion, seconded by Scheub, to make a matter of public record the approval of the reestablishment of Lake County's Cumulative Bridge Fund, approved by State of Indiana, Department of Local Government Finance. Motion carried 2-0, 1 absent.

Order #33 ADD Agenda #43B

In the Matter of L C B.O.C. – State of Indiana, Department of Local Government Finance approval of the request of Lake County for the reestablishment of its Cumulative Drainage Fund to be made a matter of public record.

Allen made a motion, seconded by Scheub, to make a matter of public record the approval of the reestablishment of Lake County's Cumulative Drainage Fund, approved by State of Indiana, Department of Local Government Finance. Motion carried 2-0, 1 absent.

Order #34 ADD Agenda #43C

In the Matter of L C B.O.C. – Addendum to 2015-2017 Articles of Agreement Lake County Highway Department to be made a matter of public record.

Allen made a motion, seconded by Scheub, to make a matter of public record the Addendum to 2015-2017 Articles of Agreement, Lake County Highway Department, this Agreement made and entered into by and between the **Lake County Highway Department and the Lake County Public Works Department, Lake County, Indiana**, hereinafter referred to as the “Employer”, and **Teamsters Local Union No. 142**, hereinafter called the “Union”. Motion carried 2-0, 1 absent.

Order #35 ADD Agenda #43D

In the Matter of L C B.O.C. – Boyd Construction Company, Inc. Emergency Replacement of approximately 18” of underground fire line located on the East Side of the Administration Building including the removal and replacement of curb and sidewalk in the amount of \$40,038.73 to be ratified.

Allen made a motion, seconded by Scheub, to ratify approval of the Emergency work performed by **Boyd Construction**, 450 South Ohio Street, Hobart, IN 46342, for the Emergency Replacement of approximately 18” of underground fire line located on the East Side of the Administration Building including the removal and replacement of curb and sidewalk in the amount of \$40,038.73. Motion carried 2-0, 1 absent.

Acknowledgement-

Comes now, Attorney Dull, with acknowledgment to Marian Ivey “lefty”, stating she does an outstanding job and always locates files needed and checks for items needed. Commissioner Scheub thanked also and Commissioner Allen Sr.

Order #36 Agenda #44A

In the Matter of Review and Approval of the Minutes of Regular Meeting, Wednesday, June 15, 2016.

Allen made a motion, seconded by Scheub, to approve the Minutes of the Regular Meeting of the Board of Commissioners of the County of Lake held Wednesday, June 15, 2016. Motion carried 2-0, 1 absent.

Order #37 Agenda #45

In the Matter of Lake County Expense Claims to be allowed Wednesday, July 20, 2016.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, July 15, 2016 to be paid out of the County Treasury upon the Warrant of the County Auditor according to the Lake County Claim Docket on file in the Auditor’s Office.

Allen made a motion, seconded by Scheub, to approve and make a matter of public record the Claims and Docket, and ordered same for Auditor to include white claims for the review of Claims and Docket effective July, 2016. Motion carried 2-0, 1 absent.

Order #38 Agenda #46

In the Matter of Lake County Council Ordinances and Resolutions.

Allen made a motion, seconded by Scheub, to approve the Ordinances and Resolutions submitted and adopted by the Lake County Council at their July 12, 2016 meeting. Motion carried 2-0, 1 absent.

- | | | |
|------------------------|---|---|
| Ordinance No. 1389C-10 | - | Ordinance Amending The Lake County 2016 Salary Ordinance, Ordinance No. 1389C, Establishing Salary Increases In Commissioners’ E-911 Fund 399 Department 2901 |
| Ordinance No. 1389C-11 | - | Ordinance Amending The Lake County 2016 Salary Ordinance, Ordinance No. 1389C, Establishing Salary Increases In Commissioners’ E-911 Fund 014 Department 2901 |
| Ordinance No. 1398A | - | Ordinance Establishing The Lake County Rainy Day Restricted – MVH For MVH Transfers Fund, Fund No. 378, A Non-Reverting Fund |
| Ordinance No. 1398B | - | Ordinance Establishing The Lake County Local Road And Bridge Matching Grant Fund, A Non-Reverting Fund |
| Resolution No. 16-75 | - | Resolution Honoring Casey Mc Nulty, The 2016 Drug Abuse Resistance Education Indiana Poster Contest Winner |
| Resolution No. 16-76 | - | Resolution Permitting Lake County Sheriff To Pay Outstanding 2013, 2014 And 2015 Jail Invoices/Debts From The 2016 Budget |
| Resolution No. 16-77 | - | Resolution Of The Lake County Council In Opposition To The Great Lakes Trail Basin Railroad Line Project |
| Resolution No. 16-78 | - | Resolution Of The Lake County Council Opposing The Enactment of Harmful Federal Trade Agreements |
| L C COUNCIL | - | Collective Bargaining Agreement between The County of Lake, Lake County, Indiana And Lake County Correctional Association, Local Chapter 11, affiliated with the International Union Of Police Associations, AFL-CIO And The Indiana Fraternal Order of Police Labor Council, Inc. – January 1, 2015 – December 31, 2017
Cont’d. |

Order #38 Agenda #46 cont'd

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE COUNTY OF LAKE
LAKE COUNTY, INDIANA

AND

LAKE COUNTY CORRECTIONAL ASSOCIATION, LOCAL
CHAPTER 11, affiliated with the
INTERNATIONAL UNION OF POLICE
ASSOCIATIONS, AFL-CIO

AND

THE INDIANA FRATERNAL ORDER OF POLICE
LABOR COUNCIL, INC.

January 1, 2015 - December 31, 2017

Lake County Sheriffs Department, Corrections Division,
2293 North Main Street, Crown Point, Indiana 46307

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COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

This agreement is entered into effective on the ___ day of December, 2014, between the County of Lake, Lake County, Indiana hereinafter called the "Employer", and the Lake County Correctional Officers Association, Local No. 11, affiliated with the International Union of Police Associations, AFL-CIO, hereinafter called the "Union".

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly, peaceful and harmonious means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.

PURPOSE

The purpose of this agreement is to provide a procedure for orderly collective bargaining between the parties, to secure prompt and fair disposition of grievances or complaints, to set forth the basic principles concerning hours of employment, wages, fringe benefits, and working conditions and to establish a basic, cooperative solution of problems by the instant parties to the end that a spirit of peace and cooperation be maintained.

It is the desire, and in the best interests of the citizens of Lake County, to promote harmonious relationships between the Employer and the Union and to improve the operation of the Lake County Jail and the Corrections Division of the Lake County Sheriffs Department for the citizens of Lake County.

ARTICLE 1. RECOGNITION

Section 1.1 The Employer hereby recognizes the Lake County Correctional Officers Association, Local No. 11, affiliated with the International Union of Police Associations, AFL-CIO, as the sole and exclusive bargaining representatives with respect to wages, hours and other terms and conditions of employment for the bargaining unit comprised of all permanent sworn employees of the Lake County Sheriff's Department, Corrections Division, excluding probationary employees and employees in the ranks above lieutenant. All other employees of the Employer are excluded from this bargaining unit.

Section 1.2 The Lake County Correctional Officers Association, Local No. 11, IUPA, AFL-CIO, in its role as bargaining representative, has been selected by a majority of the members of the bargaining unit described above, and shall continue in this capacity for the duration of the term of this Agreement and thereafter until such time as a majority of those bargaining unit members vote to eliminate such representation, in accord with the provisions of the law.

Section 1.3 The Employer shall not, enter into any oral or written agreements with the employees covered under this contract or to any provisions of this contract either individually or collectively or with any other organization acting on behalf of such employees.

Order #38 Agenda #46 cont'd

ARTICLE 2. TERM

Section 2.1 This Agreement shall be effective as of the 1st day of January, 2015, and shall remain in full force and effect until the 31st day of December, 2017.

Section 2.2 Because this Agreement is a three (3) year agreement, the parties agree to commence negotiations no later than April 1, 2017 with respect to the new Collective Bargaining Agreement.

Section 2.3 The conditions of employment for the Corrections Division of the Lake County Sheriff's Department are very different than in other offices of County Government, the Employer and the Union agree that collective bargaining and negotiations for Corrections Division employees covered by this Agreement should be conducted separately from those negotiations by the Employer with other employees and/or groups.

Section 2.4 Upon mutual written agreement of the parties to this contract, specific Articles can be opened for discussion for possible modification or amendment.

Section 2.5 The terms and conditions of employment contained in this Agreement shall be binding following the approval of the Employer for the terms and duration thereof, and may not be amended or altered by Employer Ordinance or Resolution, except as provided in this Agreement.

Section 2.6 The express provisions of this Agreement may be changed only by mutual agreement between the parties, reduced to writing, dated and signed by authorized representatives of the Employer and the Union, except as provided in this Agreement.

Section 2.7 If, on the expiration date, the parties have not yet entered into a new agreement relating to time periods after that date, then the terms and provisions of this Agreement shall nonetheless remain in full force and effect until the earlier of (i) the date a new agreement is entered by the parties, or (ii) two calendar years after the expiration date. This Agreement shall remain in effect during any such period of negotiations.

ARTICLE 3. NON-DISCRIMINATION

Section 3.1 The Employer, the Union, and each employee agree that no applicant or employee shall be discriminated against because of their race, religion, color, sex, national origin, age, disability, or union membership.

All references to employees in the Agreement shall designate both sexes.

ARTICLE 4. MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 4.1 The Union recognizes the prerogatives of the Employer to operate and manage the Lake County Sheriff's Department, Corrections Division, affairs, in all respects, in accordance with its responsibilities and powers of authority. The Employer recognizes the benefits of operating the Corrections Division subject to the Lake County Corrections Merit Board and its rules and regulations, and, hereby agrees to continue to operate the Corrections Division utilizing

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the Lake County Corrections Merit Board, and in accord with its Rules & Regulations, as modified, if at all.

Section 4.2 The Employer shall retain the sole right and authority to operate and direct the affairs of the County and the Corrections Division of the Lake County Sheriff's Department in all its various aspects, including, but not limited to, all rights and authority exercised by the Employer prior to the execution of this Agreement, except as modified in this Agreement.

Among the rights retained is the Employer's right to determine its objectives and set standards and services offered to the public.

- A. To direct the work force.
- B. To plan, direct, control and determine the operation or services conducted in and by the Corrections Division.
- C. To select, hire, assign, transfer, promote, demote, suspend, discipline or discharge employees, subject to the provisions of local, state and federal laws and the Lake County Corrections Merit Board Rules and Regulations, and this Agreement.
- D. To schedule Corrections Division overtime and work as required, consistent with the requirements of government employment, public safety and this Agreement.
- E. To relieve employees due to lack of work or for other legitimate reasons subject to the procedures set forth in the Lake County Corrections Merit Board Rules and Regulations.
- F. To lay off personnel due to financial conditions consistent with local, state and federal law.
- G. To make and enforce policies and procedures in areas not covered in this Agreement, and to change methods, equipment or facilities.
- H. To fix by Ordinance pursuant to I.C. 36-2-5-1, et. seq.:
 - 1. The compensation of all correctional officers, and other employees; and
 - 2. The number of correctional officers and other employees.

Section 4.3 The Employer shall make available to the Union, upon its reasonable request, any information, statistics and records relevant to negotiations, or necessary for proper enforcement of the terms of this Agreement.

- A. The parties agree that they will furnish sufficient information as to the relevancy of their request to negotiations or enforcement of this Agreement.
- B. The Employer agrees to furnish the Union one (1) copy of all future amendments and revisions to the Department General Orders, or revised Merit or Departmental Policies and Procedures Manuals, inclusive of all amendments once finalized and printed.

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Order #38 Agenda #46 cont'd

ARTICLE 5. UNION MEMBERSHIP AND EMPLOYEE RIGHTS

Section 5.1 All sworn (excluding probationary) employees have the right to become or not become members of the Lake County Correctional Officers Association, Local No. 11, affiliated with the International Union of Police Associations, AFL-CIO, to participate or not participate in its activities, subject to the provisions of this Agreement.

Section 5.2 The Union shall have the right to solicit membership of all new employees who are subject to the terms of this Agreement and the Employer agrees not to interfere with the rights of new employees to join the Union.

Section 5.3 The Union recognizes its responsibility as bargaining agent and agrees to represent all members of the bargaining unit without interference, restraint or coercion, and shall respect the rights of all sworn merit personnel of the Lake County Sheriff's Department Corrections Division.

Section 5.4 In order to promote and fulfill this Agreement and secure and maintain a good harmonious relationship with the Sheriff of Lake County and the County Council, the Union agrees to certify the names of representatives authorized to represent the Union officially, in writing, to the Sheriff and the Employer.

Section 5.5 The individual members of the Union shall regard themselves as public employees and are governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they merit the respect, support, and confidence of the general public.

Section 5.6 It is mutually agreed by both parties, that it shall be their continuing policy to develop procedures, policies and work agreements which will provide for maximum efficiency and harmony in the Employer's task of administering the affairs of its municipality and in providing for the safety of the employees in the bargaining unit.

Section 5.7 Employees shall perform only those duties directly related with the operations of the Lake County Jail and the Corrections Division of the Lake County Sheriff's Department, and shall not be required to perform unrelated duties, except with respect to department vehicles provided for their use to check fluids and gas fill ups in such department vehicles, weapon cleaning and maintenance of all department issued equipment.

Section 5.8 The Employer shall notify the Union in advance of any major changes in personnel policies and shall meet periodically to discuss matters of mutual concern.

ARTICLE 6. UNION ACTIVITIES

Section 6.1 The Employer shall recognize six (6) representatives of the Union Wage and Benefit Committee for purposes of meeting with Management to discuss the administration of this Agreement. The Employer shall recognize six (6) representatives of the Union Grievance Committee for purposes of processing grievances. The Union, shall certify to the Employer the names of the designated representatives of the Wage and Benefit Committee and of the Grievance Committee yearly, and whenever the Union replaces a member of either committee.

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Section 6.2 Designated representatives of the Union shall be afforded reasonable time during working hours without loss of pay to meet with Management for purposes of negotiating the Agreement, administering the Agreement, and to discuss and investigate grievances. In no event shall time spent conducting such business be considered as overtime or paid time outside the employee's regular working hours.

Section 6.3 The Union shall be afforded the right to utilize a bulletin board in a designated area at the Lake County Jail for the posting of Union notices and other Union materials. Such board shall be identified with the name of the Union and the Union shall designate persons responsible for utilizing the board. The board shall be provided at no cost to the Union. Nothing demeaning towards an officer or the Lake County Sheriff's Department Corrections Division shall be posted on this board.

Section 6.4 Delegates of the Union shall be allowed time off without loss of pay to attend four (4) Union State Board meetings throughout the year. Allowed time off shall coincide with the actual days of the Meetings, not to exceed two (2) consecutive days off for each meeting during the year.

Section 6.5 Delegates of the Union shall be allowed time off, without loss of pay or other leave time, to attend the bi-annual International Union of Police Associations Conference. Allowed time shall coincide with the actual days of the Conference, not to exceed five (5) consecutive workdays during the month of August of each odd numbered year, or at such other times as said Conference is scheduled.

Section 6.6 Delegates of the Union shall be allowed time off, without loss of pay to attend any regional or local meetings associated with the AFL/CIO.

Section 6.7 Any Union member elected to a State and/or National Office in the International Union of Police Associations shall be granted time off with pay to perform such duties necessary for that officer.

Section 6.8 Delegates of the Union shall be allowed time off, without loss of pay or other leave time, to attend the annual National Organization of Black Law Enforcement Officers (NOBLE) Conference. Allowed time shall coincide with the actual, days of the Conference, not to exceed five (5) consecutive workdays.

ARTICLE 7. DUES DEDUCTION

Section 7.1 The Employer agrees to deduct monthly dues or its equivalent from the pay of each employee from whom its receives a signed authorization to do so. all amounts established by the Lake County Correctional Officers' Association, Local No. 11, and the International Union of Police Associations, AFL-CIO, as regular dues.

Section 7.2 The Employer shall remit the amount of deductions accompanied by a list of employees that have authorized such deductions to the Treasurer of the Lake County Correctional Officers Association, Local No. 11, IUPA, AFL-CIO, or as otherwise directed by the Treasurer.

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Order #38 Agenda #46 cont'd

Section 7.3 Lake County Correctional Officers Association, Local No. 11, IUPA, AFL-CIO, agree to indemnify the Employer and hold it harmless against any and all claims, demands, suits or liabilities, and for all legal costs arising from any action taken or not taken by the Employer in compliance with this Article. The Union shall promptly refund to the Employer any funds received in accordance with this Article which are in excess of the amounts of Union dues and assessments which the Employer has agreed to deduct.

ARTICLE 8. SALARIES

Section 8.1 The salaries of corrections officers has been established by ordinance action of the Employer Council. The salary wage schedule below shall be in force during this contract period unless or until increased or changed by agreement of the parties in the annual re-opener relating to wages and benefits or as otherwise mutually agreed. Sergeant and Lieutenant salaries are attached to this Agreement.

12-Hour Shifts

Position	2015		2015		2016		2016		2017		2017	
	Hourly @ 168	Annual Base	1.0x Hourly Rate	1.5x Hourly Rate OT >168	Hourly @ 168	Annual Base	1.0x Hourly Rate	1.5x Hourly Rate OT >168	Hourly @ 168	Annual Base	1.0x Hourly Rate	1.5x Hourly Rate OT >168
Correctional Officer	14.18	\$ 30,969	14.89	22.33	14.61	\$ 31,898	15.34	23.00	15.04	\$ 32,855	15.80	23.69
Prob. Correctional Offc.	12.75	\$ 27,853	13.39	20.09	13.14	\$ 28,688	13.79	20.69	13.53	\$ 29,549	14.21	21.31
Correctional Sergeant	16.05	\$ 35,056	16.85	25.28	16.53	\$ 36,108	17.36	26.04	17.03	\$ 37,191	17.88	26.82
Correctional Lieutenant	16.81	\$ 36,709	17.65	26.47	17.31	\$ 37,810	18.18	27.27	17.83	\$ 38,945	18.72	28.09

8-Hour Shifts

Position	2015		2015		2016		2016		2017		2017	
	Hourly @ 160	Annual Base	1.0x Hourly Rate	1.5x Hourly Rate OT >160	Hourly @ 160	Annual Base	1.0x Hourly Rate	1.5x Hourly Rate OT >160	Hourly @ 160	Annual Base	1.0x Hourly Rate	1.5x Hourly Rate OT >160
Correctional Officer	14.89	\$ 30,969	14.89	22.33	15.34	\$ 31,898	15.34	23.00	15.80	\$ 32,855	15.80	23.69
Prob. Correctional Offc.	13.39	\$ 27,853	13.39	20.09	13.79	\$ 28,688	13.79	20.69	14.21	\$ 29,549	14.21	21.31
Correctional Sergeant	16.85	\$ 35,056	16.85	25.28	17.36	\$ 36,108	17.36	26.04	17.88	\$ 37,191	17.88	26.82
Correctional Lieutenant	17.65	\$ 36,709	17.65	26.47	18.18	\$ 37,810	18.18	27.27	18.72	\$ 38,945	18.72	28.09
Correctional Captain	18.32	\$ 38,108	18.32	27.48	18.87	\$ 39,251	18.87	28.31	19.44	\$ 40,429	19.44	29.16
Asst. Warden	19.12	\$ 39,780	19.12	28.69	19.70	\$ 40,973	19.70	29.55	20.29	\$ 42,202	20.29	30.43

Section 8.2 An increase in correctional officer personnel will automatically qualify the employee as covered under the terms and contents of this agreement.

Section 8.3 All employees shall be paid their base salary as set forth by ordinance.

Section 8.4 The probationary period for a newly hired probationary officer shall begin on the 1st day the officer works in the jail. The probationary period shall be one (1) year.

ARTICLE 9. PROFICIENCY PAY

Officers shall receive Proficiency Pay in amounts according to the below listed schedule.

Years of Service	Amount
1 to 4	\$ 0.00
5 to 14	\$ 700.00
15 to 19	\$ 800.00
20 to 32	\$ 1,000.00

ARTICLE 10. REGULAR WORK ASSIGNMENT, PAID OVERTIME, COMPENSATORY TIME

10.1. Regular Hours. The regular hours of work each day shall be consecutive except for interruptions for paid rest and meal periods. All employees shall be scheduled to work on a regular shift, and each shift shall have a regular starting and quitting time.

10.2. Schedules for 12-Hour Shifts. Subject to the Fair Labor Standards Act's exemption for public safety employees provided in 29 U.S.C. § 207(k), Correctional Officers, officers may be assigned to one of the four 2-2-3 12-hour shifts. Such shift shall consist of twelve (12) consecutive hours with the day-shift beginning at 7:00 a.m., and the night shift beginning at 7:00 p.m. An example of the schedule is attached to this Agreement. A model schedule is attached to this Agreement.

All time actually worked shall be subject to a 168-hour requirement of actual work to be performed (no idle time) during the set 28-day work period before Correctional Officers are entitled to overtime as provided by Section 207(k). Any Correctional Officer working in excess of 168 hours shall be paid overtime for those additional hours consistent with the settlement agreement in *Fravel v. County of Lake*, Cause No. 2:07-cv-253, a copy of which is attached to this Agreement. Employees shall be paid for actual time worked on the job through the end of the quarter-hour in which they complete their shift.

Shift rotations for Correctional Officers working on the 2-2-3 shift shall occur either every 15th day or correctional officers will work fixed shifts. The option of whether all employees work a fixed shift or all employees work a rotating shift will be determined by the Union. If the Union selects fixed shifts, and there is an insufficient number of correctional officers for the late shift, employees can be assigned by the Sheriff to work the late shift based upon reverse seniority. The parties agree that this section may be reopened, at the request of either party, solely for the purpose of renegotiating fixed or rotating shifts. It is specifically agreed that this reopener provision shall not be for the purpose of renegotiating the existence of the 12 hour schedule or the manner in which overtime is earned or calculated.

For purposes of this Agreement, time off shall be calculated based upon hours rather than days. To determine the number of hours of time off owed to an employee, whether paid or unpaid, the

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parties agree that any reference in this Agreement to a "day" of time off shall mean a period of eight (8) hours regardless of whether that employee works an eight (8) or twelve (12) hour shift. For example, if an employee "carries over" an unused personal day into the next calendar year as otherwise permitted by this Agreement, that personal day shall be converted into a period of eight (8) hours. Any "carry over" of time permitted by this Agreement shall operate in the same manner. For purposes of vacation time, a week of vacation shall equal forty (40) hours.

10.3. Other Shifts. The following administrative and staff positions shall work five (5) days on-duty and two (2) days off-duty. These positions are: records, front desk, commissary, court movement, medical movement, utility officers (housekeeping and maintenance) and mail room/law library. These positions shall also be subject to a 168-hour requirement of actual work to be performed (no idle time) before such employees are entitled to overtime during the set 28-day period and consistent with the attached settlement agreement in *Fravel v. County of Lake*, Cause No. 2:07-cv-253.

10.4. "Freeze" Work. Employees being "frozen" shall be credited for two (2) hours, or for all time worked, whichever is greater, with such time being applied to the 168-hour requirement. If the employee is working less than 15 minutes after his regularly scheduled shift, then the two hour minimum does not apply. However, that additional time will be applied to the 168-hour requirement and shall be consistent with the attached settlement agreement in *Fravel v. County of Lake*, Cause No. 2:07-cv-253.

10.5. Rest Periods and Meal Periods. A paid rest period of fifteen (15) minutes shall be allowed, as workloads generally permit, for all employees during each half shift. The employer will endeavor to allow these rest periods to be taken as nearly as possible to the middle of each half shift. However, the parties agree that if one or more employees consistently do not get a rest period, the parties shall meet to work out a system so the affected officers receive a break.

Paid meal period. All employees shall be allowed, as workloads generally permit, a paid meal period of 30 minutes during each work shift. The employer will endeavor to allow the meal period to be taken as nearly as possible to the middle of the work shift. As to both breaks and a lunch period, employees understand and agree that employees will be expected to continue the practice of being flexible with regard to breaks and a lunch period as employees are being paid during these times. However, the parties agree that if one or more employees consistently do not get a lunch period, the parties shall meet to work out a system so the affected officers receive a lunch.

In the event that a Corrections Officer working a regular 12-hour shift works beyond that shift for 2 or more hours the employee shall be entitled to an additional paid rest period of 15 minutes.

In the event that a Corrections Officer is working a regular shift and works beyond that shift for an additional 4 hours or more, the employee shall have an additional paid rest period of 15 minutes.

10.6. Time Between Shifts. If an employee has not had a full eight (8) hours off since his last regularly scheduled shift, the employee shall not be required to return to work unless the Sheriff

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or Warden certifies in writing that the call-back of the employee is due to a non-preventable emergency. In the event an employee is required to work without a full eight (8) hours off since his last regularly scheduled shift, all work performed shall be compensated at time and one half. A non-preventable emergency includes, for example, scheduled court appearances as those events occur beyond the control of the Sheriff.

10.7. Movement of Employees Between Shifts. No employee shall be moved from one shift to another without at least five (5) days prior written notice, unless the Sheriff or the Warden certifies in writing that such change is due to unforeseen emergency. Correctional Officers may be permitted to temporarily swap shifts or day(s) within a shift upon the written approval of the Warden or his designee.

10.8. Holidays. Employees working the identified holidays in this Collective Bargaining Agreement shall be paid time and a half overtime, with the time worked (but not the hours paid) being applied to the 168-hour overtime requirement.

10.9. Work Performed Outside the Regularly Scheduled Shift, Excluding "Freeze" Time. All overtime, with the exception of "freeze," shall be assigned through a voluntary overtime list. There shall be a voluntary overtime list, with each such list being made available, beginning with the 14-day period prior to the 14-day period for which the individual correctional officer is volunteering to work overtime. On the first day of the 14-day period for which the correctional officer has offered to work, the list shall be put in seniority order. Any correctional officer signing the list during the 14-day period to which the list is to be actually used shall have his or her name placed at the bottom of the overtime list in the order in which they signed the list. The Sheriff shall not "freeze" employees if funds for overtime are not available for timely payment.

The Union agrees to manage the voluntary overtime lists. There shall be two (2) overtime lists consistent with the attached settlement agreement in *Fravel v. County of Lake*, Cause No. 2:07-cv-253. The first shall be for correctional officers, the second shall be a combined list for sergeants and lieutenants. There shall also be Union designated correctional officers to manage the voluntary overtime lists for the shifts for which the individual in charge of the list does not work. The persons selected by the Union for supervising the voluntary overtime list are subject to approval of the Sheriff, and such approval shall not be unreasonably withheld. However, the Sheriff retains the right to resume management of the voluntary overtime lists from the Union so long as he provides reasonable notice to the Union and offers the Union the opportunity to explain its position. The Sheriff retains the sole authority to schedule mandatory overtime.

10.10 Flex Time. Employees, in accordance with the voluntary and involuntary overtime ("freeze") policy, and with the permission of their supervisor, may work shifts in addition to their regular shifts. If an employee works an additional shift, the employee will have the option of choosing to be paid in "flex time" hours or monetary compensation. "Flex time" hours are to be defined as hours earned on extra shifts used to replace/trade out time that an officer would work on their regular shifts. These "flex time" hours shall not accumulate in an officer's comp-time bank and shall not be considered overtime. "Flex time" hours must be used in the 28 day pay cycle of their accrual. In the event they are not used within the 28 day pay cycle, they shall be paid out at straight time in accordance with the regularly scheduled payment of overtime. If

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an officer chooses to work for monetary compensation for an extra shift, they shall be paid straight time and will be paid in accordance with the regularly scheduled payment of overtime.

10.11 Bargaining Unit Work and Bargaining Unit Members. The Employer will in no event use non Merit Corrections Personnel to do normal work of bargaining unit members.

10.12 All compensatory time shall be taken at the discretion of the employee with the approval of the Sheriff or his designee, pursuant to regulations adopted to prevent undue hardship on the department and consistent with the attached settlement agreement in *Fravel v. County of Lake*, Cause No. 2:07-cv-253.

Section 10.13 An employee's compensatory time shall be accumulated on a department wide basis and shall be transferable, consistent with the attached settlement agreement in *Fravel v. County of Lake*, Cause No. 2:07-cv-253, should the employee be reassigned.

Section 10.14 No employee shall be moved from his rotation to cover compensatory time off for another employee consistent with the attached settlement agreement in *Fravel v. County of Lake*, Cause No. 2:07-cv-253.

Section 10.15 Any sick leave time taken (used) by an employee as a result of a line-of-duty injury or illness shall not be charged against this incentive.

Section 10.16 Any employee may accrue a maximum of four hundred and eighty (480) hours of compensatory time.

Section 10.17 At termination or retirement, an employee can sell back to the Employer a maximum of four hundred and eighty (480) hours of compensatory time at the employee's current rate of pay.

Section 10.18 In accordance with the 168 hour overtime requirement, Officers, upon reaching their 168 hour requirement, can choose to work for "compensation time" or monetary compensation. Employees shall be paid for any compensatory time they have accumulated through the end of the previous month on the second payday in each month, at one and one half times the employees then current rate of pay for every hour of overtime worked and not previously paid, unless the employee elects to accumulate such compensatory time at the rate of one and one half hours of compensatory time for every hour of overtime worked but not paid, in order to schedule such compensatory time off at a later date. With the exception of the employees covered by the next sentence, each employee may elect to accumulate up to 280 hours of compensatory time in any one calendar year, but must schedule such compensatory time off work prior to the end of March of the following year, and if such time off is not or cannot be so scheduled, then the employee shall be paid for such accumulated compensatory time by the end of April in the year after such compensatory time has been accumulated. However, employees holding the rank of Corporal and above on or before September 25, 2014, may accumulate up to four hundred and eighty (480) hours of compensatory time. Though the Employer may force an employee to accumulate a maximum of four hundred and eighty (480) hours of compensatory time, if such time is not scheduled off work in the year of its accumulation, such compensatory time must be paid at the employee's current rate of pay by the end of April in the year following

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its accumulation. It is the intent of this agreement that Correctional Officers be paid for the overtime they work or be allowed to schedule their compensatory time off within a reasonable time, to the extent possible, subject to the provisions of this section. It is also the intent of the parties that this provision be interpreted consistent with the attached settlement agreement in *Fravel v. County of Lake*, Cause No. 2:07-cv-253. Overtime must be paid timely as required by the FLSA.

ARTICLE 11. HOLIDAYS

Section 11.1 The below listed holidays are recognized as holiday days for all employees covered by this contract.

New Years Day	Martin Luther King Day	President's Day
Good Friday	Memorial Day	Independence Day
Labor Day	Thanksgiving Day	Day after Thanksgiving
Columbus Day	Veterans Day	Christmas Day
Birthday		

Section 11.2 Employees working the calendar day of a designated holiday shall be paid time and one-half (1 1/2) for all hours worked on that day.

Section 11.3 Any recognized holidays falling on an officer's regularly scheduled day off or during a vacation period, the officer shall be granted the next scheduled working day off or a day within the next scheduled work week.

ARTICLE 12. COURT TIME COMPENSATION

Section 12.1 Employees shall receive court-time pay or compensatory time off for court appearances during off duty hours before any court or at the County Prosecutors Office or when subpoenaed by any person or agency on matters pertaining to incidents arising in the course of his or her employment, whether such incidents are civil or criminal in nature.

Section 12.2 Employees shall receive a minimum of two (2) hours of straight time compensation when appearing during off duty hours. The time shall begin from the time the employee leaves his residence to appear and continue in effect until such officer returns home or reports to his

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regularly scheduled duty assignment. For travel each way, a maximum of 35 minutes shall be paid. This time shall count towards the 168 hour requirement.

Section 12.3 Court-time pay shall be paid at the employee's overtime rate of pay as either paid or compensatory time.

Section 12.4 All claims for court time compensation shall be submitted on a department overtime form.

ARTICLE 13. BEREAVEMENT LEAVE

Section 13.1 In the event of death in an employee's immediate family, the employee shall be granted up to three (3) days of bereavement leave with pay.

For the purposes of this section, immediate family shall be defined as:

Spouse	Mother	Father
Sister	Brother	Child
Grandparent	Mother-in-Law	Father-in-Law
Step Children of Spouse	Guardian	Step-Parents

Section 13.2 Additional bereavement leave may be granted at the discretion of the Sheriff or his/her designee.

ARTICLE 14. LONGEVITY PAY

Section 14.1 Employees shall receive additional compensation in recognition of cumulative service with the Lake County Sheriff's Department. Such additional compensation shall be paid as 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

ARTICLE 15. DEPARTMENT SICK LEAVE

Section 15.1 Officers shall be allowed sick leave in two (2) categories identified as "Minor Illnesses" and "Major Illnesses". Sick leave shall be based on the following criteria and restrictions.

A. Sick Leave Minor Illness or Injury

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1. Each employee shall receive twelve (12) sick/personal days per year. Sick days are used to cover an employee's own illness or injury and/or doctor appointments related to that illness or injury. Personal days are used when an employee needs to conduct business during scheduled work hours. Permission to obtain personal days must be obtained at least one work day in advance.
2. In December of each year, employees may carryover nine unused sick/personal days to be used only as sick leave. Employees may accumulate up to 50 days of such sick leave time in this manner consistent with the applicable county personnel policy. Employees shall be paid for accumulated sick/personal leave upon termination, voluntary or involuntary, or retirement.
3. Any "Report Offs" over the allotted twelve (12) sick/personal days, not recorded as "Major Illnesses" will be considered excessive absenteeism and will result in the following.
 - a. 13th Day Docked one (1) day's pay.
 - b. 14th Day Three (3) day suspension without pay.
 - c. 15th Day Five (5) day suspension without pay.
 - d. 16th Day Cause for dismissal.
4. Excessive absenteeism in consecutive years may result in additional disciplinary action.

B. Major Illness or Injury

1. A serious health condition (illness or injury) that makes the employee unable to perform the functions of the position of such employee, for three (3) or more consecutive days shall be classified as a Major Illness or Injury and shall be subject to the following.
2. Leave from work for any serious health condition is subject to the provisions of the Family Medical Leave Act (FMLA) and the provisions of this Agreement.
3. To be eligible for such leave, the employee must be an "eligible employee" under the FMLA, which includes having been employed by the employer for at least 12 months for at least 1250 hours of service with the Employer during the previous 12 month period.
4. The FMLA entitles an eligible employee up to 12 weeks of leave during any 12 month period for specified reasons. If the employee seeks and is otherwise entitled to leave for "a serious health condition that makes the employee unable to perform the function of the position of such employee," such leave shall be unpaid leave, except that an employee shall receive pay for such leave, subject to the provisions of the FMLA and this Agreement. An employee will be paid for

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such leave if and to the extent such employee has accumulated banked sick days pursuant to Section 15.1, A, 2., of this Article, and/or has unused annual sick/personal days, vacation time, or accumulated compensatory time.

5. Any request for paid leave due to an employee's serious health condition must be supported by a certification issued by the eligible employee's health care provider which complies with the provisions of the FMLA, and includes the date on which such serious health condition commenced; the probable duration of the condition; the appropriate medical facts within the knowledge of the health care provider regarding the condition; and a statement that the employee is unable to perform the functions of the position of the employee. Such certification must be submitted to the Deputy Warden of Personnel after five (5) consecutive days of absence, and such certification must be updated every 15 days, or more often, upon request of the Deputy Warden of Personnel.
6. For Major illness or Injury incurred in the line of duty the employee is allowed up to one (1) year of sick leave with pay, subject to certification as provided above, and if justified by the extent of the illness or injury.
7. For Major Illness or Injury not incurred in the line of duty, at the expiration of the Employee's FMLA leave, including any portion which is paid and any portion which is unpaid, the employee's employment will be terminated unless an evaluation of the circumstances indicates extension would be a reasonable accommodation that can be provided without causing an undue hardship on the operation of the Jail. Subsequently, officers may request additional NON-PAID medical leave and shall submit a Disability Initial Claim Form. (This form may be obtained from the Deputy Warden of Personnel.) The officer and his/her physician must complete the form stating the nature of the medical condition, the beginning of the disability; and the officer's return to work date, if known. This statement must bear the physician's original signature. Any determination to grant additional non-paid medical leave is at the Sheriff's sole discretion, subject to approval of the Merit Board.
8. The employee shall give written notification of intent to return to work at least ten (10) days prior to the leave expiration date, if reasonably possible. Failure to submit an intent to return to work, and/or failure to return on the specified date, will cause the officer to be considered as a voluntary resignation.
9. Vacation and sick/personal leave credits will not accrue during the officer's absence due to major illness or injury.
10. Temporary modified light-duty shall be available to those officers returning from sick leave under doctor's orders. Officers must, however, return to full duty thirty (30) days thereafter, or apply for disability pension, unless such Employee is eligible for additional FMLA leave.

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11. Extensions of time limits may be granted, when justified, by the Sheriff with Merit Board approval.
12. Employees on sick leave, who have any remaining vacation at the end of a calendar year, shall be deemed on vacation. Exceptions may be granted at the discretion of the Sheriff.
13. The Employer may disallow pay if the reported illness or injury proves to be feigned, simulated or in violation of the Departments Rules and Regulations.
14. If the employer has reason to doubt the validity of the certification provided, the employer may require the employee to obtain the opinion of a second health care provider, at the employer's expense, and pursuant to the provisions of the FMLA.

ARTICLE 16. HOURS OF EMPLOYMENT

Section 16.1 All employees covered by the provisions of this contract shall report for and work any schedule that is found to be mutually accepted by both the Employer and the Union. Said schedule shall comply with all state and federal labor standards.

Section 16.2 The basic workweek for correctional officers working in the Lake County Jail Corrections Division, shall consist of a 12 hour day with two shifts consistent with paragraph 10.2 and the attached schedule. One shift shall operate from 7:00 a.m. to 7:00 p.m. and the other shall operate from 7:00 p.m. to 7:00 a.m.

Section 16.3 The basic workweek for employees working in an administrative or support staff position shall consist of five (5) days on duty and two (2) days off (5-2) schedule consistent with paragraph 10.3.

Section 16.4 The Sheriff and/or Warden shall determine which officers are assigned to administrative or support staff positions, however any such openings and new administrative and support staff positions shall be filled in accord with Article 32, the Job Posting provisions of this Agreement.

- (a) Correctional officers removed from support staff positions shall have the option to return to the position they held prior to their assignment to a support staff position.

ARTICLE 17. UNIFORM ALLOWANCE

Section 17.1 The Employer shall provide the initial issue of uniforms and equipment as determined by the Sheriff.

Section 17.2 In addition to any other item of compensation, the Employer shall provide a Uniform Allowance of seven hundred dollars (\$700.00). The Uniform Allowance will be paid in two (2) equal bi-annual increments of three hundred fifty dollars (\$350.00) in June and November of each year.

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Section 17.3 An employee must be actively employed with the Corrections Division on the date the uniform allowances are paid and must have completed at least one (1) year of continuous service with the Department.

Section 17.4 The uniform allowance shall be used by the employee to repair and/or replace all required uniform and equipment issued to the employee.

Section 17.5 Employees shall maintain their uniforms and equipment in a clean, neat and professional manner consistent with the dress code as determined by the Sheriff.

Section 17.6 Any employee reporting to work in improper uniform shall be subject to appropriate discipline pursuant to existing Lake County Sheriff's Department Corrections Division Rules and Regulations.

Section 17.7 The dress code shall be enforced in a uniform and consistent manner among all employees under similar circumstance.

Section 17.8 Employees shall be responsible to ensure their personal equipment is in safe and proper operating condition at all times. Such equipment shall be maintained and is subject to inspection in accordance with the Departments Rules and Regulations.

Section 17.9 All uniforms and equipment issued to officers shall remain the property of the Employer (initial issue) and shall be returned to the Employer upon the employee's termination of employment prior to issuance of the officer's final paycheck.

ARTICLE 18. HEALTH AND LIFE INSURANCE

Section 18.1 The Employer agrees to maintain a group health insurance plan comparable to the current coverage, which consists of four (4) parts.

- A. Medical and Hospitalization
- B. Vision coverage
- C. Dental coverage
- D. Prescription coverage

Section 18.2 The employer shall be entitled to cancel current plans and to select a different plan, which provides employee's reasonably equivalent benefits, coverage and premiums.

Section 18.3 Benefits and monthly premiums are subject to change by county Ordinance or by a health and life insurance carrier selected for County employees by the employer. All changes shall apply to all County employees and be implemented only after sixty (60) day notice has been given to the parties.

Section 18.4 Retired employees shall be entitled to the same medical coverage as active employees covered by the County plan. The monthly premium shall be as specified in County Ordinance 992C-4 Section 32.167.

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Section 18.5 The Employer shall maintain for each active employee a life insurance policy providing for coverage equal to the employee's yearly salary.

ARTICLE 19. VACATION

Section 19.1 Each employee shall be eligible for vacation time with pay based on length of continuous service with the County and in accordance with the following schedule:

Years of Continuous Service	Number of Weeks
After six (6) months service	1
After twelve (12) months service, in Year Two, through Year Three	2
Year four (4), through nine (9) years	3
Year ten (10), through fourteen (14) years	4
Year fifteen (15), through nineteen (19) years	5
Year twenty (20), through twenty-four (24) years	6
Year twenty-five (25), through twenty-nine (29) years	7
Year thirty (30), and after	8

Section 19.2 Vacation time will be taken during a vacation year starting January 1 and ending December 31.

Section 19.3 As of January 1 of each calendar year, employees will be eligible for the number of workdays indicated above that is associated with their years of continuous service.

Section 19.4 A vacation schedule shall be posted by November 1 of each year for the following year. Employees shall select their vacations by December 1. The vacation schedule for the new year shall be posted on or before January 1.

Section 19.5 Vacation changes must be submitted in writing and approved by the Sheriff or his/her designee.

Section 19.6 Vacation time must be used during the calendar year in which it is credited unless approved by the Sheriff or his/her designee.

Section 19.7 Seniority shall prevail over all other considerations for vacation selections. In situations involving employees with equal seniority, preference shall be given to the employee who has made his or her request properly and first.

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Section 19.8 Employees shall begin their vacation as of the start of their regularly scheduled workweek.

Section 19.9 The Employer will endeavor to grant all requests for vacation whenever such requests are in accordance with this Agreement and such Administrative Rules and Regulations which have been or may be adopted to implement this Agreement. However, the Employer reserves the right to deny any and all requests whenever, in the opinion of the Employer, such action may be necessary in order to maintain minimum staffing levels.

Section 19.10 An employee who leaves the employ of the Employer for any reason shall receive vacation pay for any unused vacation in the year of termination.

ARTICLE 20. GRIEVANCE PROCEDURE

Section 20.1 The term "grievance" is defined to mean any difference that may arise between the Employer and an employee or employees covered by this agreement as to the matter involving interpretation, meaning, application or violation of any provisions of this agreement.

Section 20.2 The "aggrieved" is defined as any employee or group of employees alleging that there has been a violation of the expressed terms of this agreement.

Section 20.3 Every employee shall have the right to present his or her grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by the Union at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 20.4 The aggrieved party may present his or her grievance at grievance meetings and hearings on the Employer's time when scheduled during the aggrieved party's working hours, as much as practical.

Section 20.5 Any grievance not answered by the Employer within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure.

Section 20.6 The Union and the Employer shall establish a mutually agreed upon form for the submission of grievances.

A. All grievances beyond the informal step shall be reduced to writing, in an agreed upon form.

Section 20.7 This Grievance Procedure shall be the sole and exclusive procedure for remedies sought for alleged violations of this bargaining agreement.

Section 20.8 This procedure shall not be used for the purpose of adding to, subtracting from, or altering in anyway, any of the provisions of this Agreement.

Section 20.9 The time limitations provided in this article may be extended by mutual agreement between the Employer and the Union.

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Section 20.10 The following steps shall be followed for processing grievances:

Step 1: Informal

Prior to submitting a grievance to the formal grievance procedure, the aggrieved shall submit the alleged grievance to the designated Union representative who shall determine if a valid grievance exists. If in the opinion of the Union representative there is no valid factual basis for a grievance, the alleged complaint shall not be processed further.

If the Union representative believes the Agreement has been violated and a valid factual basis for a grievance does exist, the Union representative shall discuss the alleged grievance with the officer's immediate supervisor.

The Supervisor shall investigate the grievance and schedule an informal meeting with the Employee and his or her Union representative within seven (7) calendar days of the date of the notice by the Employee. The Supervisor and the Employee, along with the Union representative, will discuss the issues in dispute with the objective of resolving the matter informally.

If the parties are unable to resolve the alleged grievance, the grievance may be submitted to Step 2 of the formal grievance procedure. It shall be the responsibility of the Union to present the grievance in writing within thirty (30) calendar days after it arises to the employee(s)' Turn Commander.

Step 2: Turn Commander

If the grievance is not resolved after a period of ten (10) calendar days after being presented to the Turn Commander, the matter may be submitted to the Sheriff/Chief of Police/Warden.

Step 3: Sheriff/Chief of Police/Warden

If the aggrieved party initiating the grievance is not satisfied with the meeting at Step 2, a written appeal of the decision may be filed with the Sheriff or Chief of Police or Warden within twenty-one (21) days after the date of the rendering of the decision in Step 2. The Sheriff or Chief of Police or Warden shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party and his or her Union representative, if he or she requests one. The Sheriff or Chief of Police or Warden shall issue a written decision to the Employee with a copy to the Union representative, within ten (10) days after the date of the meeting. A representative of the Lake County Commissioners and/or the Lake County Council may be present at any such grievance hearing.

Step 4: Arbitration

If the Union and the aggrieved party are not satisfied with the decision at Step 3, the Union may proceed to arbitration by the Union sending written notice of a demand for arbitration to the Employer. A representative of the Lake County Commissioners and/or the Lake County Council may be present at any such arbitration hearing.

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Order #38 Agenda #46 cont'd

- A. If within fourteen (14) calendar days after receipt of a demand for arbitration, the Employer or designee and a representative of the Union are unable to agree upon an arbitrator, the Union shall request from the Federal Mediation and Conciliation service (FMCS) a list of seven (7) impartial arbitrators. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service.
- B. The arbitration may be held at any place within Lake County agreeable to the parties or in the absence of an agreement, as determined by the arbitrator.
- C. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. The parties can mutually agree to settle the grievance prior to arbitration and split the cost of any cancellation fee.
- D. The arbitrator's decision shall be limited to the interpretation, application or enforcement of the specific Articles in this Agreement. The arbitrator may not modify or amend the Agreement.
- E. The arbitrator's fees and necessary expenses, of arbitration shall be borne equally by both parties. All other expenses shall be borne by the party incurring them.
- F. The arbitrator shall be requested to issue the arbitrator's opinion within thirty (30) days following the conclusion of the hearing or within thirty (30) days following the submission of post hearing briefs if either party desires to file such briefs.
- G. The arbitrator's recommendation shall be final and binding on the Employer, the Union and the employee or employees, with the exception of safety related matters as addressed in Article 25.

ARTICLE 21. RULES AND REGULATIONS

Section 21.1 The Union agrees that its member shall comply with all Sheriff's Department Corrections Division policies and rules and regulations; including those relating to conduct and work performance, as adopted by the Lake County Corrections Merit Board.

Section 21.2 The Employer agrees department policies; rules and regulations shall not violate any provisions of this Agreement. Any alleged violation of this Section may be appealed through the Grievance Procedure. Any conflict shall be resolved in favor of the terms of this Agreement.

Section 21.3 The Sheriff shall provide each employee with a current copy of the Rules and Regulations Handbook that contains all the rules set by the Sheriff and/or by the Lake County Corrections Merit Board.

Section 21.4 Except as modified herein, the benefits for corrections officers and the other policies contained in the Merit Board Rules and Regulations, as they exist on the date of this agreement, shall apply. Any future proposed change, addition or amendment to the current Rules and Regulations is subject to the approval of the Union prior to implementation. The current

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Merit Board Rules & Regulations are attached hereto as Exhibit "A" and incorporated herein by this reference.

Section 21.5 Hiring and Merit Board Rules - The Employer shall have the right to employ whomsoever it determines is most qualified for available positions, from a rank ordered eligibility list based on merit. To the extent that there is no conflict with this provision and the provision below on Political Activity, the Merit Board Rules and Regulations as they currently exist or as they are amended, as specified above, shall apply to govern all hiring and promotions decisions of the Employer.

Section 21.6 Political Activity - It is the intent of the parties that the hiring, promotion, assignment, supervision, discipline and discharge of corrections officers, as well as the application of policies and procedures, shall be carried out without regard to political affiliation or influence. It is agreed that the Employer, including the County, its Commissioners, the Department, the Sheriff, and any person or entity which can or does affect the employment practices of the Employer (including supervisors), with respect to any decision or action relating to hiring, promotion, discipline, discharge, assignment, or any other job related decision or action, will not discriminate against prospective employee's or employee's based on political affiliation, political support or activity, political financial contribution, promises of such political support, activity or financial contribution, or the lack of any of the above. Nor may hiring, promotion discipline, discharge, assignment, or other job decisions or actions be based upon, conditioned upon, or affected by the prospective employee's or the employee's political sponsorship or recommendation. In addition:

- A. Employees shall not be required to contribute money to, purchase or sell tickets for, campaign for or against, endorse or work for or against any political, organization or candidate. However, nothing herein shall prohibit employees from voluntarily engaging in any such conduct; and
- B. Employees will not engage in any type of political activity while on duty or in uniform.

ARTICLE 22. DUTIES OF CORRECTIONS OFFICERS

Section 22.1 Employees shall perform only those duties directly related with the operations of the Lake County Jail and the Corrections Division of the Lake County Sheriff's Department, and shall not be required to perform unrelated duties, except with respect to department vehicles provided for their use to check fluids and gas fill ups in such department vehicles, weapon cleaning and maintenance of all department issued equipment. In case of an emergency, the Sheriff, Chief of Police and/or Warden may request specific help be provided by an employee.

Section 22.2 The Union agrees and recognizes that each officer is an employee of the County of Lake and must conduct himself/herself in such a fashion to properly portray Lake County, the Lake County Sheriff's Department Corrections Division and this agreement.

ARTICLE 23. PAY DAYS

Section 23.1 All corrections officers shall be paid as set forth by ordinance.

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Order #38 Agenda #46 cont'd

Section 23.2 An annual schedule of pay days shall be posted on the Union bulletin board before the first payday of each calendar year.

Section 23.3 The Employer shall disburse all other pay as follows:

- A. The \$700.00 annual uniform allowance shall be paid in two (2) equal disbursements of \$350.00 each. One (1) in June and one (1) in November of each year.
- B. Overtime shall be paid pursuant to 29 U.S.C. § 207(k) and state law.
- C. Longevity shall be paid in accordance with formula established by the Employer.

Section 23.4 Errors made in an employee's pay shall be corrected on the next pay period or as soon as practicable after the error has been discovered.

ARTICLE 24. LEAVES OF ABSENCE WITHOUT PAY

Section 24.1 Employees may be granted Leave of Absence in accordance with the procedure and requirements set forth in I.C. 36-8-5-2.

ARTICLE 25. LABOR MANAGEMENT SAFETY COMMITTEE

Section 25.1 It is mutually agreed that a safe and healthy work place is the desire to both parties, and as such, the parties will work towards the elimination of health and safety hazards in the workplace. Notwithstanding Federal and State legislation affecting occupational health and safety, the parties agree to the following safety procedures:

- A. The Employer will develop occupational health and safety guidelines and present necessary training consistent with these guidelines and appropriate legislation.
- B. The reporting of any health or safety concerns will follow the chain of command in an effort to make the Employer aware of hazardous conditions.
- C. The Employer will make a good faith effort to respond to hazardous conditions in a timely fashion.
- D. Federal and State legislation notwithstanding, the parties agree to resolution of issues relating to health and safety through the Labor-Management Committee, or disputes through the grievance and arbitration procedure of this Agreement, except that in the event the parties arbitrate the dispute, the decision of the arbitrator shall be in the form of a fact finding and shall not be binding but advisory only.
- E. A Labor-Management Safety Committee shall be formed with an equal number of representatives from management and the Union. In no event shall the Committee have a total number of more than six members. The Committee shall meet no less than quarterly, with the first meeting being held at a mutually agreeable date and time during the first month of this contract. In the event that either party finds that there is a safety condition for which the situation cannot wait for the next quarterly meeting, then the Committee

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shall meet as soon as possible after a written request is submitted to the other party. If the parties are unable to resolve the grievance/safety condition issue through the Labor Management Safety Committee, then, the matter may be referred for a non-binding decision by an Arbitrator selected pursuant to the procedure set forth in Article 20, Section 10.20, Step 4, Sub-paragraphs A – G, but the decision shall be made by the Sheriff consistent with the other portions of this Agreement.

ARTICLE 26 SENIORITY, LAYOFF AND RECALL

Section 26.1 Seniority shall be defined as the status attained by continuous length of service as a sworn corrections officer with the Lake County Sheriff's Department.

Section 26.2 The Employer shall maintain a roster of employees arranged according to seniority, showing name, position and anniversary date. Upon request, a copy shall be furnished to the Union during January of each year.

Section 26.3 A "layoff" is defined to be a necessary reduction in workforce of the Corrections Division of the Lake County Sheriff's Department for financial reasons. Layoffs shall be made in the reverse order of seniority consistent with Indiana law. This is to mean that the employee with the least seniority shall be laid off first, and the employee with the most seniority shall be laid off last.

Section 26.4 A "recall" shall be an increase in the work force of the Corrections Division of the Lake County Sheriff's Department following a lay-off. Recall, shall be made by seniority in accordance with Indiana law. The employee to be recalled first shall have the most seniority and the employee with the least seniority being the last individual to be recalled. Notice of recall shall be sent to the employee's address listed on the Employer records and shall be sent by certified mail, return receipt.

Section 26.5 Any employee laid off shall be provided at least thirty (30) days notice prior to the lay-off.

Section 26.6 The Employer shall continue the employee's insurance coverage for sixty (60) days after lay-off.

Section 26.7 Civilian or volunteer help shall not replace an employee's position.

ARTICLE 27. PERSONNEL FILES

Section 27.1 A personnel file is defined as that file maintained as the body of documents that is kept as an official record of the Lake County Sheriff's Department Corrections Division employee's employment history with the Employer.

Section 27.2 The Sheriff shall prescribe regulations for the custody, use and preservation of the records, papers, documents and property pertaining to an employee. All request for personnel file and review will be in writing and added to the employees file.

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Order #38 Agenda #46 cont'd

Section 27.3 It shall be the responsibility of each employee to provide the Sheriff or his/her designee copies of school diplomas, certificates of in-service training, or other pertinent information pertaining to each employee's individual personnel file.

Section 27.4 No documents will be added to this file without a reference to and a copy of the document forwarded to the employee who is the subject of said file.

Section 27.5 No persons other than the members of the Lake County Corrections Merit Board, the Sheriff, or his/her designee, shall read, or view an employee's personnel file except as provided by the state statute.

Section 27.6 Every employee shall be permitted to review and make copies of their personnel file at any reasonable time upon request. Supervisors shall make an effort to provide review of anecdotal records and notes pertaining to an employee in timely response to requests for a conference for this purpose. Requests for file information from entities or individuals beyond the Employer will require notice to the employee by the employer.

Section 27.7 If an employee is involved in a dispute regarding matters in his or her personnel file that may be material, a Union representative shall also be granted access to such employee file at reasonable times where access is authorized in advance by the employee.

Section 27.8 If an employee, upon examining his or her personnel file, has reason to believe that there are inaccuracies in those documents, the employee may write a memorandum to the Sheriff, or his/her designee, explaining the alleged inaccuracy. Upon investigation, the Sheriff or his/her designee shall do one of the following:

- A. The Sheriff, or his/her designee, shall remove the inaccurate material from the personnel file if he feels that the inaccuracies warrant such removal.
- B. The employee's memorandum shall be attached to the material in question and filed with it.

Section 27.9 Any new material placed in an employee's file, after the effective date of this Agreement, may be reviewed. If such material is not inaccurate, but the employee feels that clarification is necessary, the employee may submit to the Sheriff, or his/her designee, a written clarification of the circumstances. Such memorandum shall not contain derogatory or scurrilous matter regarding any other employee. The Sheriff or his/her designee shall immediately arrange to have such memorandum attached to the material to which it is directed and placed in the member's personnel file.

Section, 27.10 The parties agree to strictly adhere to the requirements of the Indiana Privacy Act in regard to the disclosure of information from employee's personnel files.

Section 27.11 Providing there has been no use of disciplinary issues for purposes of progressive discipline, reprimands shall be removed from an employee's personnel file upon written request of the employee. The following time frames will apply to guide removal of verbal written and written reprimands from a personnel file:

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- A. Disciplinary issues shall be removed from the employees file after one year if;
 - 1 The employee has no further disciplinary reports placed in his or her personnel file.
 - 2 The employee submits a written request to the Sheriff or his/her designee to have such actions removed.

ARTICLE 28. STRIKE PROHIBITION, NO LOCKOUT

Section 28.1 The Employer and the Union recognize their responsibility to provide for uninterrupted services to the citizens of Lake County, Indiana and therefore the Union agrees that neither it, its officers, agent, representatives or members will authorize or instigate, cause, aid, condone, refuse to cross picket lines, or participate in any strike, or work stoppage by its members or other employees of the Employer for the duration of the Agreement.

Section 28.2 The Employer agrees that it, its officers, agents or representatives, individually or collectively, will not order, authorize, institute, cause, aid or condone any lockout of members of the Union.

ARTICLE 29. SEVERANCE PAY

Section 29.1 Employees terminating employment with at least (20) twenty years of service shall be entitled to the following:

- A. Paid for any vested and earned vacation.
- B. Paid for any compensatory time up to a maximum of four hundred and eighty (480) hours of compensatory time at the employee's current rate of pay.
- C. Longevity pay calculated in accord with the Longevity Ordinance.

Section 29.2 Employees terminating or retiring with less than (20) twenty years of service shall be entitled to the following:

- A. Paid for any vested vacation.
- B. Paid for any compensatory time still owed up to a maximum of four hundred and eighty (480) hours.
- C. Longevity pay calculated in accord with the Longevity Ordinance.

Section 29.3 Upon the employee's death, his/her estate shall be entitled to the following:

- A. Paid for all vested vacation time.
- B. Paid for any compensatory time still owed up to a maximum of four hundred and eighty (480) hours.

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Order #38 Agenda #46 cont'd

C. Receive any and all benefits entitled to the beneficiaries or the estate.

Section 29.4 In the case of death, payment shall be paid to the employee's beneficiary or their estate.

ARTICLE 30. PROFESSIONAL STANDARDS

Section 30.1 Nothing in this agreement shall negate in any way the obligation of the Union or its membership to bring to the attention of the Sheriff anything that negates, or tends to negate, the professional image of the Lake County Sheriff's Department Corrections Division and its membership.

ARTICLE 31. CONFORMITY TO LAW

Section 31.1 This Agreement shall be subject to and, subordinated to any applicable present and future Federal and State laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not effect the validity of the surviving provisions of this agreement.

Section 31.2 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.

ARTICLE 32. JOB POSTING & BIDDING

Section 32.1 All new or open job assignments for the positions specified below, shall be posted for a period of two weeks. The positions subject to this procedure include new positions and positions which become open in: records, classification, commissary, clothing, front desk, court security, transportation, booking, and utility officers (movement, law library), as well as training officers, and youth education officers. A job description for each such position, including duties, and job related qualifications, skills, experience, and past performance requirements shall be drafted by the Employer, subject to the approval of the Union Wage & Benefit Committee, prior to any such posting, and shall remain in effect until changed by mutual agreement of the parties. Posting shall be in all control rooms and on the first floor bulletin board. Any officer wishing to apply for a posted job will comply with the following procedures.

1. File a written application for the job assignment with the Sheriff's office on an agreed upon form supplied by Employer.
2. A list of qualified candidates will be prepared by the Employer. The senior qualified candidate should be selected for the job assignment.
3. In order to maintain the integrity of the jail, no officer may be moved from their respective turn into a specialty position until that officer's replacement is placed on the schedule.
4. During the thirty (30) day period after an Employee begins such a new job assignment, the Employee may elect to return to their former assignment, and thereafter, the

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Employer may return such an employee to their former assignment, if the Employer determines that the Employee is unable to perform the new assignment satisfactorily.

Signature page follows:

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Order #38 Agenda #46 cont'd

For the Union:

Lake County Commissioners: **JUL 20 2016**

Kyle W. Allen Sr. D.H.
Jerry Scheub

Lake County Council:

Kristina Cole
Patricia
Donatam
and Wash
Elise Frankle
Elise Frankle
7-12-16

PRESENTED TO
BOARD OF COMMISSIONERS
BY LAKE COUNTY AUDITOR

JUL 14 2016 *my*



LR12266.0988577 4823-3835-7804v1

Order #39 Agenda #47

In the Matter of Service Agreements

Allen made a motion, seconded by Scheub, to approve the following Service Agreements. Motion carried 2-0, 1 absent.

- L C SHERIFF W/ Noritsu America Corporation
- L C SHERIFF W/ Tee Jay Service Company, Inc.

Order #39 Agenda #48

In the Matter of Poor Relief Decisions

Repay made a motion, seconded by Scheub, to approve the Poor Relief Decisions. Motion carried 2-0, 1 absent.

- Gwendolyn Bailey Remanded to township for further consideration and review
- Jerry Garner Approved
- Shanta Hopkins Remanded to township for further consideration and review
- Tezzie Kendrick Approved
- Tiffany Long Approved/partial
- Alphonso Moffett Denied
- Shannon Punches Remanded to township for further consideration and review
- Crystal Bruiz Denied for appellant's failure to appear
- Dianne Street Approved/partial
- Canadian Neal Denied
- Cherone Pinkney Remanded to township for further consideration and review
- Gabrielle Lee Approved on condition
- Tiffany Leatherwoods Denied for appellant's failure to appear
- Veronica Lee Denied for appellant's failure to appear
- Malachi Johnson Denied for appellant's failure to appear
- Deandrea Hall Remanded to township for further consideration and review
- Hidejah Walter Remanded to township for further consideration and review
- Arkeesha Moore Denied
- Brandi McCoy Approved on condition
- Lori Collins Approved/partial
- Marilyn Myles Remanded to township for further consideration and review
- Cherone Pickney Approved

Order #39 Agenda #48 cont'd

Marvin Hopkins	Remanded to township for further consideration and review
Judith Magee	Remanded to township for further consideration and review
Measha Monroe	Approved/partial
Marilyn Myles	Denied for appellant's failure to appear
Patrice D. Webb	Denied
Ray Shuler	Denied
Tina Richardson	Approved/partial
Jasmine Johnson	Denied
Sunche James	Approved/partial
Shirley Johnson	Denied for appellant's failure to appear
Ivesta Haywood	Approved on condition
DeAndrea Hall	Denied for appellant's failure to appear
Sammie Conner	Approved on condition
Shannon Crawford	Denied for appellant's failure to appear
Shanta Hopkins	Denied
Stacey Taylor	Approved
Alfonso Turner	Approved
Karonshai Scott	Denied for appellant's failure to appear
Rickie Keith	Denied
Lashaunda Hall	Denied for appellant's failure to appear
Sunceray James	Denied for appellant's failure to appear
Charmayne Campbell	Denied
Tonisha Stewart	Denied for appellant's failure to appear
Ashanti Floyd	Approved on condition
Ja Leesa Alexander	Denied

Order #39 Agenda #49

In the Matter of Pay Immediate (hand cut) Checks: June, 2016.

Scheub made a motion, seconded by Allen, to approve and make a matter of public record the Docket of the Pay Immediately (Hand Cut) Checks for the months of June 2016. Motion carried 2-0, 1 absent.

Order #40 Agenda #50A

In the Matter of Appointments: A. Certificate of Appointment from appointments made at the June 15, 2016 Commissioners meeting to be made a matter of public record.

Allen made a motion, seconded by Scheub, to make a matter of public record the Certificates of Appointments from appointments made at the June 15, 2016 Commissioners meeting (Sadie Sheffield, Board Member, Gary Library Board, exp. June 24, 2020; Randy Palmateer, Board Member, Regional Development Authority, exp. June 14, 2019). Motion carried 2-0, 1 absent.

Order #41 Agenda #50B

In the Matter of Appointments: B. Merit System Board (1).

Allen made a motion, seconded by Scheub, to appoint David Heard as a Board member on the Merit System Board. Motion carried 2-0, 1 absent.

Order #42 Agenda #53

In the Matter of Commentary – Member of the Board of Commissioners.

Comes now, commentary regarding Commissioner Kyle Allen, Sr. and his 45th birthday celebration over the past weekend, other Board members and those present wished him well.

Order #43 Agenda #54

In the Matter of Commentary – Public.

Comes now, Public Commentary, Mr. Mark Leyva, 3003 97th Place, Highland Indiana, with comments, stating after coming to all these meetings and seeing how some of our tax dollars are spent, I understand you have duties to our County, but there should be more of some type of an arrangement when you remodel and the timelines of the remodeling schedule, but the way our is spent I think the public would be outraged, people can't even afford remodeling in their own house the way the economy is going, I really feel there should be some type of schedule for our County Buildings for what gets done and how and some type of scheduling for Contracts in some part of the year for the entire and I understand emergencies come up within that, but it seems like every meeting I happen to be coming to, it just seems like there always bids, there's always proposals, always spending, and I don't know when this is going to stop for the taxpayers but I believe some of these, if the average person would come in some of these Offices, I really don't think they would want their tax dollars spent at this time with this type of an Economy.

Scheub responded, stating, just so you know that all the things that are being done in this building right now that came through the efforts of the citizens who come in and our employees, it's a program we've been trying to do for a long time, the Asbestos removal, the Bathrooms and the ventilation was very poor, everything we're doing is for the safety of the public and our employees plus we are required from the Government to make our building more secure and the Courts have total control of this, the Judges, so if the Judges say we want this done, we're going to do it because otherwise we'll be in court and being sued for not doing what's required, our buildings are in desperate need. The DOJ was brought in and had to do what the DOJ said to do costing about 30million, so on the 9-1-1, we brought it back to the Government Center, we did take the State bid and went out for bid to save 5 million. The welfare tax was unconstitutional, we sued the State and won the State Tax Board Supreme Court overruled us, so since 2009 we've saved the Taxpayers 105 million dollars a year which is a 40% decrease in the County Tax Rate, now we're spending probably 20 million to make sure our citizens our safe our jury is safe and our employees are safe. The County has faced over 150million in unfunded mandates, new jails etc. in the last 15 years and still we're doing our job everyday saving the taxpayers money, so I can defend my position. Mr. Leyva, responded, to say Thank You for the Asbestos removal for the safety of the Public, but one thing when you talk about the Jail, especially all additional spending, would not have happened if we did not take any of that Federal money to build our Jails, Mr. Dull responded, we took a little less than 2 million dollars and today if the Sheriff didn't

Order #43 Agenda #54 cont'd

want those people there to get that money, you (Commissioners) can rescind that Contract there's no requirement. *Mr. Leyva*, states those funds are the reason for wasteful spending. *Scheub*, responded Federal money did not build our Jails.

Comes now, Public Commentary, Mr. Brad Nego, Crown Point resident, comments regarding Misty Glen subdivision. Scheub responded that he would assist upon adjournment.

The following officials were Present:

Attorney John Dull
Marcus Malczewski
Brenda Kospelke

The next Board of Commissioners Meeting will be held on Wednesday, August 17, 2016 at 10:00 A.M.

There being no further business before the Board at this time, Allen made a motion, seconded by Scheub, to adjourn.

GERRY SCHEUB, PRESIDENT

absent
MICHAEL REPAY, COMMISSIONER

KYLE ALLEN Sr., COMMISSIONER

ATTEST:

JOHN E. PETALAS, LAKE COUNTY AUDITOR