

The Board met in due form with the following members present: Kyle Allen, Sr., Michael Repay and Jerry Tippy. 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 11th day of May, 2018 at about 4:15 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 11th day of May, 2018 at about 4:15 p.m.

Order #1 Agenda #5A

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

Allen made a motion, seconded by Tippy, to allow the opening of the Bids/Proposals. Motion carried 3-0.

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

In the Matter of Notices/Agenda: B. Additions, deletions, and/or correction 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.

Repay made a motion, seconded by Tippy, to approve the Additions – Item #15A – Specification for Food, Bread & Dairy Products for the period of July 1, 2018 to December 31, 2018 to be advertised. Bids to be returned by Wednesday, June 20, 2018 by 9:30 A.M. in the Lake County Auditor's Office; Item #17A – Specification for Food, Bread & Dairy Products for the period of July 1, 2018 to December 31, 2018 to be advertised. Bids to be returned by Wednesday, June 20, 2018 by 9:30 A.M. in the Lake County Auditor's Office; Item #36B – Request for Removal of Parcel #45-08-07-452-009.000-004 from the Commissioners Sale Scheduled for May 22-24 and Give the owner of Parcel #45-08-07-452-010.000-004 First Rights to the Parcel as the Home Overhangs onto that Parcel; Item #36C – DOJ Moisture Painting Repair in Old and New Jail Proposals under advisement. A. Sneed Construction - \$67,525.00; B. Hasse Construction - \$69,120.00; C. Northwest Environmental - \$59,400.00 – Incomplete Bid Recommendation to Sneed Construction as the Lowest Responsive and Responsible Bidder; Item #36D – Revised Purchasing Code Key; Item #36E – Lake County Community Economic Development Department Executive Director Recommendation for FY2018 CDBG Revenues to the following: 1. The Northwest Indiana Food Bank - \$25,000.00; 2. Demolitions (Approximately 5-6 Units) \$50,000.00; Item #37B – Minutes from the Regular Meeting, Wednesday, February 21, 2018; Item #38A – Lake County Council Ordinances, Resolutions and Collective Bargaining Agreement with the Lake County Sheriff's Department, Corrections Division. 1. Ordinance No. 992C-50 – Ordinance Amending The Lake County Self-Insurance Ordinance, Ordinance No. 992C-3. 2. Ordinance No. 1305A-1 – Ordinance Amending The Lake County Sheriff's Eviction Fee Ordinance, Ordinance No. 1305A. 3. Resolution No. 18-34 – Resolution Marking the 50th Anniversary of the Lake County Parks & Recreation Department. 4. Resolution No. 18-35 – Resolution Acknowledging June 3, 2018 as National Cancer Survivors Day. 5. Resolution No. 18-36 – Resolution Permitting Lake County Homeland Security/Emergency Management Agency To Pay An Outstanding 2017 Invoice/Debt From the 2018 Budget. 6. Resolution No. 18-37 – Resolution to Amend Resolution No. 09-58 by Repealing and Rescinding Resolution No. 09-58, The Resolution Directing The Clerk of Lake County to Collect the \$100.00 Sheriff's Eviction Fee Established by Lake County Ordinance No. 1305A. 7. Collective Bargaining Agreement between the Board of Commissioners of the County of Lake on behalf of the Lake County Correctional Association, Local Chapter 11, Affiliated with the International Union of Police Associations, AFL-CIO, and ordered same to approve the Final Agenda as amended for a matter of public record and make a matter of public record the Certificate of Service of Meeting Notice to those who have made such written request. Motion carried 3-0.

Order #3 Consent Agenda

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

Repay made a motion, seconded by Tippy, to approve and make a matter of public record the Items of the Consent Agenda (Items #6A a-f; #6B). Motion carried 3-0.

Order #3 Consent Agenda #6A-a

In the Matter of Board of Commissioners of the County of Lake: a. Indiana Department of Environmental Management.

Repay made a motion, seconded by Tippy, to make a matter of public record the Notices of the IDEM: Indiana Department of Environmental Management (Fritz Enterprises, Inc.; Sims Metal Management; Harsco Minerals Briquetting, LLC; Crown Point Community School Corporation; Carmeuse Lime, Inc.; Apple Valley Utilities, Inc.; City of Crown Point; Perfection Bakeries, Inc.). Motion carried 3-0.

Order #3 Consent Agenda #6A-b

In the Matter of Board of Commissioners of the County of Lake: b. Certificates of Liability Insurance.

Repay made a motion, seconded by Tippy, to make a matter of public record the Certificate of Liability Insurance Notices (Westphals Heating & Air Conditioning; JDH Contracting Inc.; Advanced Climate Solutions, LLC; JJ Pempek; Maul Paving, Inc.; Rite Rug Co.; Ferguson Enterprises, Inc. and Subsidiaries; RAM Services; B&K Equipment Company; Rite Rug Co.; Roberts Pipeline Inc.; Infrasource Construction LLC; Kerkstra Precast Inc.; Straightline Exteriors LLC). Motion carried 3-0.

Order #3 Consent Agenda #6A-c

In the Matter of Board of Commissioners of the County of Lake: c. Continuation Certificates.

Repay made a motion, seconded by Tippy, to make a matter of public record the Continuation Certificate Notices (Olsson Roofing Company, Inc.). Motion carried 3-0.

Order #3 Consent Agenda #6A-d

In the Matter of Board of Commissioners of the County of Lake: d. Reinstatement Notices.

Repay made a motion, seconded by Tippy, to make a matter of public record the Reinstatement Notices (Rock Hard Concrete LLC; A+ Home Remodeling Company d/b/a A+ Roofing Co., Inc.; TRG, LLC dba Classic Pool and Patio). Motion carried 3-0.

Order #3 Consent Agenda #6A-e

In the Matter of Board of Commissioners of the County of Lake: e. Cancellation Notices.

Repay made a motion, seconded by Tippy, to make a matter of public record the Cancellation Notices (American Environmental Corporation; B & L Work; RWE Management Company; Verhagen/Wilson Construction; VIA Meridiana Contractors, LLC; Rock Hard Concrete LLC; Robert's Pools, Inc.; Cardona Global LLC; T.J. Boyle Builders, Inc.; Jessup Homes LLC; K's Construction Specialists, Inc.; Crown Wheel Mechanical, LLC; Cloutier Builders; Peak of Manteno, Inc.; Funderburk Roofing, Inc.; International Hospitality Services, Inc.; Altman Electric, LLC; Nation One Landscaping Inc.). Motion carried 3-0.

Order #3 Consent Agenda #6A-f

In the Matter of Board of Commissioners of the County of Lake: f. Fritz Enterprises, Inc. Operating Permit No. 089-36694-004465.

Repay made a motion, seconded by Tippy, to make a matter of public record the Notice from Fritz Enterprises, Inc. - Operating Permit No. 089-36694-004465 (For stationary iron and steel recycling process, iron pigging, and a coke screening operation at ArcelorMittal USA, Inc.). Motion carried 3-0.

Order #3 Consent Agenda #6B

In the Matter of Board of Commissioners of the County of Lake: Vendor Qualification Affidavits.

Repay made a motion, seconded by Tippy, to approve the following Vendor Qualification Affidavits. Motion carried 3-0.

ABSOLUTE PROPERTY SERVICES LLC
UNIVERSAL LIGHTING
BIRDBUFFER, LLC
BRAY SALES, INC.
PHOENIX BAT COMPANY
NETWORKFLEET, INC.

Order #4 Agenda #7

In the Matter of L C Highway – BIDS: Two (2) New Unused 2019 58,000 GVWR Tandem Axle Trucks with Snow Plow, Hydraulic and Salt Spreader in current production under advisement. Letter of recommendation to Pozzo Mack Sales and Service in an amount not to exceed \$419,108.00.

The Board having previously taken the bids under advisement does hereby accept the recommendation to award **Pozzo Mack Sales and Service**, 3001 E. 15th Place, Gary, Indiana, with \$419,108.00 for Two (2) New Unused 2019 58,000 GVWR Tandem Axle Trucks with Snow Plow, Hydraulic and Salt Spreader in current production, being the most responsive bidder who met the specifications, upon a motion made by Repay, seconded by Tippy, with the recommendation of the Highway Superintendent. Motion carried 3-0. (SEE FILE "MEETING FOLDER" for RECOMMENDATION LETTER)

And it appearing to said Board of Commissioners that the above company's bids being the lowest most responsive and responsible bid for Two (2) New Unused 2019 58,000 GVWR Tandem Axle Trucks with Snow Plow, Hydraulic and Salt Spreader in current production for L.C. Highway, 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:

POZZO TRUCK CENTER, INC. *W/ The Ohio Casualty Company Insurance Company* in the amount of 5% 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 TWO (2) 2019 58,000 GVWR MACK TANDEM AXLE TRUCKS WITH SNOW PLOW, HYDRAULIC AND SALT SPREADER IN CURRENT PRODUCTION FOR LAKE CO. HIGHWAY IN THE AMOUNT OF \$419,108.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: May 16, 2018

KYLE ALLEN, Sr.
MICHAEL REPAY
JERRY TIPPY

POZZO TRUCK CENTER, INC.

Order #5 Agenda #8

In the Matter of L C Highway – BIDS: Three (3) Dump Body, Snow Plows, Salt Spreader and Hydraulic System under advisement. Letter of recommendation to Lindco Equipment Sales, Inc. in an amount not to exceed \$161,922.00.

The Board having previously taken the bids under advisement does hereby accept the recommendation to award **Lindco Equipment Sales, Inc.**, 2168 East 88th Drive, Merrillville, Indiana, with \$161,922.00 total for Three (3) Dump Body, Snow Plows, Salt Spreader, Hydraulics and Lighting installed, being the most responsive bidder for the mentioned equipment, upon a motion made by Repay, seconded by Tippy, with the recommendation of the Highway Superintendent. Motion carried 3-0. (SEE FILE "MEETING FOLDER" for RECOMMENDATION LETTER)

And it appearing to said Board of Commissioners that the above company's bids being the lowest most responsive and responsible bid for Three (3) Dump Body, Snow Plows, Salt Spreader and Hydraulic System for L.C. Highway, 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:

Order #5 Agenda #8 cont'd

LINDCO EQUIPMENT SALES, INC. W/ *Merchants Bonding Company* in the amount of 5% 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 THREE (3) DUMP BODY, SNOW PLOWS, SALT SPREADER AND HYDRAULIC SYSTEM FOR LAKE CO. HIGHWAY IN THE AMOUNT OF \$161,922.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: May 16, 2018

KYLE ALLEN, Sr. LINDCO EQUIPMENT SALES, INC.
MICHAEL REPAY
JERRY TIPPY

Order #6 Agenda #9

In the Matter of L C Sheriff – Lake County Jail Advanced Practice Nurse Contract between Cassie Reese, RN, NP and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff for the period of June 1, 2018 to December 31, 2018 in an amount not to exceed \$143,000.00 plus an additional \$12,000.00 for all off-site after hour on-call consultations and services.

Comes now, Commissioner Tippy, with question, asking if \$143,000.00 was an annual salary, the Sheriff's Department responded, yes, Commissioner Tippy continued pointing out that the period was only for six months, the Sheriff responded that she is just starting and the cost is annual.

Repay made a motion, seconded by Tippy with discussion, to approve. Motion died.

Repay amended his motion to approve the Contract to be prorated for seven months of the year for Lake County Jail Advanced Practice Nurse Contract between Cassie Reese, RN, NP and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff for the period of June 1, 2018 to December 31, 2018 in an amount not to exceed \$143,000.00 plus an additional \$12,000.00 for all off-site after hour on-call consultations and services, prorated for seven months, Tippy seconded the motion. Motion carried 3-0.

Order #7 Agenda #10

In the Matter of L C Sheriff – Legal Services Agreement between J. Justin Murphy and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff for the Lake County Sheriff's Merit Board for the year 2018 in an amount not to exceed \$9,000.00 payable at the rate of \$750.00 per month.

Repay made a motion, seconded by Tippy, to approve the contracts at the rate of \$750.00 per month for the remainder of 2018 for Legal Services Agreement between J. Justin Murphy and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff for the Lake County Sheriff's Merit Board for the year 2018 in an amount not to exceed \$9,000.00 payable at the rate of \$750.00 per month. Motion carried 3-0.

Order #8 Agenda #11

In the Matter of L C Sheriff – Legal Services Agreement between Andreas T. Kyres and Walter J. Alvarez P.C. and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff for the year 2018 in an amount not to exceed \$26,500.00 payable at the rate of \$90.00 per hour.

Repay made a motion, seconded by Tippy with discussion, to approve the Legal Services Agreement between Andreas T. Kyres and Walter J. Alvarez P.C. and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff for the year 2018 in an amount not to exceed \$26,500.00 payable at the rate of \$90.00 per hour, Tippy discussion, confirming that this contract is per hour, Sheriff present replied yes. Motion carried 3-0.

Order #9 Agenda #12

In the Matter of L C Sheriff – PO No. 3804757 – Gateway Business Systems, Inc. - \$7,736.00 – Supplies IC 5-22-8-2 Small Purchases Less Than \$50,000 – Three Quotes.

Repay made a motion, seconded by Tippy, to approve purchase order on behalf of Sheriff Department to Gateway Business Systems, Inc., 510 Progress Street, Munster, IN 46321, in the amount of \$7,736.00 for Supplies (Copier machine for Jail Medical per Chief Paterson). Motion carried 3-0.

Order #10 Agenda #13

In the Matter of L C Sheriff – PO No. 3804848 – Quest Software, Inc. - \$4,273.75 – SE6 – IC 5-22-6-1 Other.

Repay made a motion, seconded by Tippy, to approve purchase order on behalf of Sheriff Department to Quest Software, Inc., 4 Polaris Way, Aliso Viejo, CA 92656, in the amount of \$4,273.75 for SE6, Professional Service. Motion carried 3-0.

Order #10 Agenda #14

In the Matter of L C Sheriff – PO No. 3805384 – In Touch Pharmaceuticals - \$64,268.84 – Supplies IC 5-22-10-13 Only a Single Source.

Repay made a motion, seconded by Tippy, to approve purchase order on behalf of Sheriff Department to In Touch Pharmaceuticals, 300 Murvihill, Valparaiso, IN 46383, in the amount of \$64,268.84 for Supplies. Motion carried 3-0.

Order #10 Agenda #15

In the Matter of L C Sheriff – PO No. 3805386 – Mobilex USA - \$3,080.00 – Supplies IC 5-22-10-13 Only a Single Source.

Repay made a motion, seconded by Tippy with discussion, to approve purchase order on behalf of Sheriff Department to Mobilex USA, PO Box 17462, Baltimore, MD 21297-0518, in the amount of \$3,080.00 for Supplies (Sheriff Martinez present/spoke – Mobilex is an onsite X-ray for Jail Medical), Tippy asked if the Jail Pharmaceuticals p. o. is for a one month period, Chief Paterson replied, yes one month period, Tippy noted that's down about thirty thousand dollars. Motion carried 3-0.

Order #11 ADD Agenda #15A

In the Matter of L C Sheriff – Food, Bread & Dairy Products for the Period of July 1, 2018 to December 31, 2018 to be advertised. Bids to be returned by Wednesday, June 20, 2018 by 9:30 A.M. in the Lake County Auditor's Office.

Repay made a motion, seconded by Tippy with discussion, to approve the advertising of the specifications for Food, Bread & Dairy Products for the Lake County Jail for the period of July 1, 2018 to December 31, 2018 for the return of bids by Wednesday, June 20, 2018 by 9:30 A.M. in the Lake County Auditor's Office, discussion – Tippy asked if the Sheriff Department have given consideration to doing the subcontracting of the Food Service the same way as they're doing across the street at Community Corrections, Sheriff Martinez replied stating that's something we need to look into, brief discussion continued. Motion carried 3-0.

Order #12 ADD Agenda #38A - 7

In the Matter of Board of Commissioners of the County of Lake: Lake County Council Ordinances, Resolutions and Collective Bargaining Agreement with the Lake County Sheriff's Department, Corrections Division – 7. Collective Bargaining Agreement between the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff's Department, Corrections Division and Lake County Correctional Association, Local Chapter 11, Affiliated with the International Union of Police Associations, AFL-CIO.

Repay made a motion, seconded by Tippy, to approve the Collective Bargaining Agreement between the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff's Department, Corrections Division and Lake County Correctional Association, Local Chapter 11, Affiliated with the International Union of Police Associations, AFL-CIO. Motion carried 3-0.

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

January 1, 2018 - December 31, 2021

Lake County Sheriff's Department, Corrections Division,
2293 North Main Street, Crown Point, Indiana 46307

Order #12 ADD Agenda #38A – 7 cont'd

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COLLECTIVE BARGAINING AGREEMENT**PREAMBLE**

This agreement is entered into effective on the 1st day of January, 2018, 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.

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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.

ARTICLE 2. TERM

Section 2.1 This Agreement shall be effective as of the 1st day of January, 2018, and shall remain in full force and effect until the 31st day of December, 2021.

Section 2.2 Because this Agreement is a four (4) year agreement, the parties agree to commence negotiations no later than April 1, 2021 with respect to the new Collective Bargaining Agreement. The Parties, however, agree to reopen the non-economic terms of this Agreement for the purpose of engaging in good faith negotiations over any and all such terms on April 1, 2020, as no such negotiations were held during the bargaining sessions that culminated in this Agreement.

Section 2.3 The conditions of employment for the Corrections Division of the Lake County Sheriffs 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.

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ARTICLE 4. MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 4.1 The Union recognizes the prerogatives of the Employer to operate and manage the Lake County Sheriffs 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 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.

- To direct the work force.
- To plan, direct, control and determine the operation or services conducted in and by the Corrections Division.
- 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.
- To schedule Corrections Division overtime and work as required, consistent with the requirements of government employment, public safety and this Agreement.
- 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.
- To lay off personnel due to financial conditions consistent with local, state and federal law.
- To make and enforce policies and procedures in areas not covered in this Agreement, and to change methods, equipment or facilities.
- To fix by Ordinance pursuant to I.C. 36-2-5-1, et. seq.:
 - The compensation of all correctional officers, and other employees; and
 - 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.

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- The parties agreement that they will furnish sufficient information as to the relevancy of their request to negotiations or enforcement of this Agreement.
- 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.

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 Sheriffs 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 Sheriffs 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.

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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.

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.

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 fund's 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. For this contract term, all bargaining unit member wages shall be increased by 10% (effective as of January 8, 2018), 9% (effective as of January 1, 2019), and 9% (effective as of January 1, 2020). The 2018 wage increase shall be retroactive to January 8, 2018. Paychecks to account for the retroactively effective wage increase for 2018 ("retro checks") shall be calculated on the basis of bargaining unit members' straight time earnings, but not their overtime earnings. All retro checks shall be issued within twenty-eight (28) days of the Employer's approval of this Agreement. The Employer agrees to make its best effort to secure approval of this Agreement on or before the County Council's regularly scheduled meeting on May 15, 2008.

12 - hour shifts

Position	2018 Hourly @ 168	2018 Annual base	2018 1.0x Hourly rate OR	2018 1.5x hourly rate OT	2019 Hourly @ 168	2019 Annual base	2019 1.0x Hourly rate OR	2019 1.5x hourly rate OT	2020 & 2021 Hourly @ 168	2020 & 2021 Annual base	2020 & 2021 1.0x Hourly rate OR	2020 & 2021 1.5x hourly rate OT
Prob. Correctional Officer	14,8827	32,504	15,6269	23,4444	16,2220	35,429	17,0331	25,5496	17,6822	38,618	18,5663	27,8494
Correctional Officer	16,5480	36,141	17,3754	26,0631	18,0375	39,394	18,9394	28,4091	19,6607	42,939	20,6437	30,9655
Correctional Sergeant	18,7316	40,910	19,6682	29,5023	20,4175	44,392	21,4384	32,1576	22,2550	48,605	23,3677	35,0515
Correctional Lieutenant	19,6144	42,838	20,5951	30,8926	21,3795	46,693	22,4485	33,6727	23,3035	50,895	24,4687	36,7090

8 - hour shifts

Position	2018 Hourly @ 160	2018 Annual base	2018 1.0x Hourly rate OR	2018 1.5x hourly rate OT	2019 Hourly @ 160	2019 Annual base	2019 1.0x Hourly rate OR	2019 1.5x hourly rate OT	2020 & 2021 Hourly @ 160	2020 & 2021 Annual base	2020 & 2021 1.0x Hourly rate OR	2020 & 2021 1.5x hourly rate OT
Prob. Correctional Officer	15,6269	32,504	15,6269	23,4444	17,0331	35,429	17,0331	25,5496	18,5663	38,618	18,5663	27,8494
Correctional Officer	17,3754	36,141	17,3754	26,0631	18,9394	39,394	18,9394	28,4091	20,6437	42,939	20,6437	30,9655
Correctional Sergeant	19,6682	40,910	19,6682	29,5023	21,4584	44,592	21,4384	32,1576	23,3677	48,695	23,3677	35,0515
Correctional Lieutenant	20,5951	42,838	20,5951	30,8926	22,4485	46,893	22,4485	33,6727	24,4687	50,895	24,4687	36,7030
Deputy Warden	21,3807	44,472	21,3807	32,0710	23,3048	48,474	23,3048	34,9572	25,4024	52,837	25,4024	38,1036
Asst. Warden	22,3182	46,422	22,3182	33,4773	24,3260	50,600	24,3260	36,4903	26,5163	55,154	26,5163	39,7744

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 AND SPECIALTY PAY

Section 9.1 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

Section 9.2 Specialty Pay

Employees shall receive additional compensation in recognition of their service in each of the following specialty designations:

- (a) S.O.R.T. (special operations response team): \$750 per year
- (b) E.R.T. (emergency response team): \$750 per year
- (c) C.T.O. (correctional training officer): \$750 per year
- (d) Corporal: \$750 per year
- (e) Instructors (including CPR, JICS/OC, Firearms, EVO, Pepper Ball, Taser, Armorer): \$750 per year

The above annual specialty payments shall be paid out in two equal installments each year. The first installment shall be paid on the last regular payroll check scheduled in May of each year, and the second installment shall be paid on the last regular payroll check scheduled in September.

Officers shall be permitted to receive only one specialty payment under these provisions regardless of the number of specialty designations held.

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

Section 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.

Section 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.

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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 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.

Section 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.

Section 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.

Section 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.

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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.

Section 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 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.

Section 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.

Section 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.

Section 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

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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.

Section 10.10 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.

Section 10.11 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 10.12 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 10.13 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 10.14 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 10.15 Any employee may accrue a maximum of four hundred and eighty (480) hours of compensatory time.

Section 10.16 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 10.17 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 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

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 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.

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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

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

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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.
 - 13th Day Docked one (1) day's pay.
 - 14th Day Three (3) day suspension without pay.
 - 15th Day Five (5) day suspension without pay.
 - 16th Day Cause for dismissal.
4. Excessive absenteeism in consecutive years may result in additional disciplinary action.

B. Major Illness or Injury

- 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.
- 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.
- 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.
- 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 such leave if and to the extent such employee has accumulated banked sick days pursuant to Section 15.1, A, 2., of this

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Article, and/or has unused annual sick/personal days, vacation time, or accumulated compensatory time.

- 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.
- 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.
- 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.
- 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.
- Vacation and sick/personal leave credits will not accrue during the officer's absence due to major illness or injury.
- 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.
- Extensions of time limits may be granted, when justified, by the Sheriff with Merit Board approval.

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- 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.
- 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.
- 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.

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.

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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.

- Medical and Hospitalization
- Vision coverage
- Dental coverage
- 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.

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.

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.

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

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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.

- 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

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(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.

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

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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:

- 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
- 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.

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.

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

- 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.
- Overtime shall be paid pursuant to 29 U.S.C. § 207(k) and state law.
- 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:

- The Employer will develop occupational health and safety guidelines and present necessary training consistent with these guidelines and appropriate legislation.
- 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.
- The Employer will make a good faith effort to respond to hazardous conditions in a timely fashion.
- 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.

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 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

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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 Sheriffs 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 Sheriffs 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 Sheriffs 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 Sheriffs 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.

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.

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Order #12 ADD Agenda #38A – 7 cont'd

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:

- The Sheriff, or his/her designee, shall remove the inaccurate material from the personnel file if he feels that the inaccuracies warrant such removal.
- 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:

- 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

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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:

- Paid for any vested and earned vacation.
- 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.
- 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:

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

- Paid for all vested vacation time.
- Paid for any compensatory time still owed up to a maximum of four hundred and eighty (480) hours.
- Receive any and all benefits entitled to the beneficiaries or the estate.

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Order #12 ADD Agenda #38A – 7 cont'd

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.

- File a written application for the job assignment with the Sheriffs office on an agreed upon form supplied by Employer.
- A list of qualified candidates will be prepared by the Employer. The senior qualified candidate should be selected for the job assignment.
- 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.
- 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 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:

For the Union:
[Signature] PRESIDENT 5/15/18
[Signature] V.P. 5-15-18
[Signature] Sec. 5/15/18
[Signature] TREASURER 5/15/18

Lake County Commissioners:
[Signature]
[Signature]
 Approved: May 14, 2018

Lake County Council: 5/15/18
[Signature]
[Signature]
[Signature]
[Signature]



Order #12 ADD Agenda #38A – 7 cont'd

LETTER OF UNDERSTANDING

The Lake County Council, the Lake County Board of Commissioners, and Lake County ("Employer") and the Lake County Correctional Association, Local Chapter 11, affiliated with the International Union of Police Associations, AFL-CIO, ("Union") agree as follows:

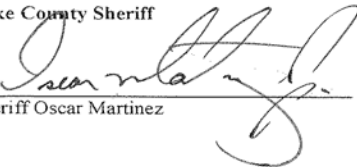
1. The parties have recently reached a tentative agreement for a new collective bargaining agreement ("CBA"). Subject to ratification of the new CBA by the Union and subject to approval of the CBA by the Employer at properly organized public meetings, the parties also agree to the following.
2. The parties have agreed that certain "specialty" positions currently filled by Correctional Officers shall be converted to civilian positions. The parties have also agreed that Correctional Officers who currently work in certain "specialty" positions shall be moved to an assignment on one of the turns in the jail. The purpose of these position conversions and officer assignments is to alleviate excessive overtime and staffing constraints in the jail. Attached as Exhibit A to this letter of understanding is a list of the positions that will be converted to civilian positions and/or that will be moved to the turns.
3. Correctional Officers moving to a turn and not replaced by a civilian:
 - (a) Correctional Officers (i) who currently occupy one of the specialty positions identified in Exhibit A (ii) who are scheduled to be moved to an assignment on a turn, and (iii) who hold a position that will not be filled with a civilian, will be provided with fourteen (14) calendar days' notice before moving to a turn assignment.
 - (b) Correctional Officers moving to a turn assignment under paragraph 3(a) will continue to remain in the bargaining unit covered by the CBA and will receive the pay increases and all other terms and conditions of employment as set forth in the CBA, as it may be amended from time to time based upon future negotiations.
4. Correctional Officer positions where civilians shall replace officers:
 - (a) The following process shall apply for Correctional Officers (i) who currently occupy one of the specialty positions identified in Exhibit A and (ii) who hold a position that will be replaced by a civilian. Those Correctional Officers will have fourteen (14) calendar days after notification that their position is being converted into a civilian position to decide whether they want to move to a turn assignment or remain in their current assignment.
 - (b) Correctional Officers who, at the end of the fourteen (14) day period identified in the previous paragraph, choose to remain in their specialty assignments by affirmatively stating in writing their intent to do so (i) will no longer remain in the bargaining unit covered by the CBA, (ii) will be deemed to have left the bargaining unit as of the end of the 14-day period, (iii) will not pay Union dues, and (iv) will become a civilian employee subject to all of the terms and conditions

of employment that apply to Lake County employees who are not covered by a CBA and that are subject to change in the future by the County. These employees who choose to remain in their specialty positions and do not move to a turn will continue to be paid at their rate of pay as it existed before the execution of the CBA. These employees shall not be entitled to any wage increases, benefits, rights or protections of the CBA then in force and will be subject to future salary adjustments as determined by the Lake County Council. Within a reasonable time following an employee's decision to leave the bargaining unit and become civilian, the Employer shall hire a new Correctional Officer to replace and work the turn assignment that was refused by the employee who decided to become civilian.

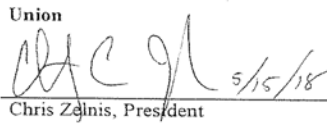
- (c) Correctional Officers who, at the end of the fourteen (14) calendar day period, choose to leave their specialty assignment and move to a turn assignment (either by affirmatively stating in writing that they will do so or by failing to act at the end of the fourteen (14) day period), will be moved to their turn assignment as civilian replacements are hired as contemplated in Exhibit A. However, in no event shall that move occur before thirty (30) calendar days from the date on which the employee advises of his/her decision to move to a turn assignment within the 14-day period required under Paragraph 4(a). Further, those employees identified in this paragraph shall, at the discretion of the Sheriff, assist in training the civilian employees who replace them. Correctional Officers moving to a turn assignment under this paragraph will continue to remain in the bargaining unit covered by the CBA and will receive the pay increases and all other terms and conditions of employment as set forth in the CBA, as it may be amended from time to time based upon future negotiations. Within a reasonable time following an employee's decision to leave the bargaining unit and become civilian, the Employer shall hire a new Correctional Officer to replace and work the turn assignment of the correctional officer who left the bargaining unit to become a civilian employee.
 - (d) The Employer shall take reasonable steps necessary to work with Correctional Officers who move to a turn under this Agreement and who cannot adequately perform their duties following their transfer to one of the turns so as to maximize their chances of on-the-job success and continued employment. These steps may include additional training and, if necessary, transfer to another existing, vacant position that better suits an Officer's skill set, provided that such transfer is consistent with the CBA. However, under no circumstances will the Employer be required to provide accommodations greater than those that may be required under the ADA.
5. This Letter of Understanding shall be appended to the parties' 2018-2021 CBA and shall remain in effect for the duration of the CBA. Moreover, this Letter of Understanding shall be enforceable pursuant to the terms of the grievance and arbitration procedure contained in the CBA.

Order #12 ADD Agenda #38A – 7 cont'd

Lake County Sheriff


Sheriff Oscar Martinez

Union

 5/15/18
Chris Zelnis, President

LR12266.0646710 4831-2217-6101v1
5/11/2018 8:28 am

Order #13 ADD Agenda #38A – 2

In the Matter of Board of Commissioners of the County of Lake: Ordinance No. 1305A-1 – Ordinance Amending the Lake County Sheriff's Eviction Fee Ordinance, Ordinance No. 1305A.

Repay made a motion, seconded by Tippy, to approve Lake County Council Ordinance No. 1305A-1 – Ordinance Amending the Lake County Sheriff's Eviction Fee Ordinance, Ordinance No. 1305A, Tippy discussion, is this an additional fee that we did not have?" Sheriff Martinez, "no, this is, what it was is everybody paid across the board for an eviction fee and some were not forced evictions so it's being changed that its going to be at the time of the eviction and it's the individuals actually being evicted that's going to pay the hundred dollars", Repay, "so it's an actual reduction, if you don't actually need an officer", Sheriff Martinez, continued, "and they'll have to pay at the Sheriff's Civil Office now instead of the Clerk's Office". Motion carried 3-0.
Cont'd

Order #14 ADD Agenda #38A – 6

In the Matter of Board of Commissioners of the County of Lake: Resolution No. 18-37 – Resolution To Amend Resolution No. 09-58 By Repealing And Rescinding Resolution No. 09-58, The Resolution Directing The Clerk of Lake County To Collect The \$100.00 Sheriff's Eviction Fee Established by Lake County Ordinance No. 1305A.

Repay made a motion, seconded by Tippy, to approve Lake County Council Resolution No. 18-37 – Resolution To Amend Resolution No. 09-58 By Repealing And Rescinding Resolution No. 09-58, The Resolution Directing The Clerk of Lake County To Collect The \$100.00 Sheriff's Eviction Fee Established by Lake County Ordinance No. 1305A. Motion carried 3-0.
Cont'd

Order #13 ADD Agenda #38A – 2 cont'd & Order #14 ADD Agenda #38A – 6 cont'd

ORDINANCE NO. 1305A-1

ORDINANCE AMENDING THE LAKE COUNTY SHERIFF'S EVICTION FEE ORDINANCE. ORDINANCE NO. 1305A

WHEREAS, on November 10, 2008, the Lake County Council adopted the Lake County Sheriff's Eviction Fee Ordinance, Ordinance No. 1305A, establishing the fee of \$100.00 for services provided by the Lake County Sheriff's Department to the Plaintiff in an eviction action; and

WHEREAS, the Lake County Council desires to amend said Ordinance to direct the fee to be paid by the Plaintiff in an eviction action to the Sheriff's Department at the time the eviction is scheduled with the Lake County Sheriff's Department.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

That the Lake Sheriff's Eviction Fee Ordinance, Ordinance No. 1305A, shall be amended as follows:

DELETE:

- 2. That the fee shall be set at the amount of One Hundred (\$100.00) Dollar per eviction, and shall be paid by the Plaintiff with filing fees at the time the Complaint for Eviction/Ejectment is filed with the Clerk's Office.

INSERT:

- 2. That the Lake County Sheriff's Eviction fee of One Hundred (\$100.00) Dollars established by Lake County Ordinance No. 1305A, is due and shall be paid by the Plaintiff in an eviction action to the Lake County Sheriff Department's Civil Division at the time the eviction is scheduled with the Sheriff's Department.

SO ORDAINED THIS 15th DAY OF May, 2018.

Signatures of David Hamm (President), Christine CID, Daniel E. DERNULC, and Jamal Washington (Members of Lake County Council).

PRESENTED TO BOARD OF COMMISSIONERS BY LAKE COUNTY AUDITOR MAY 15 2018

Signatures of Eldon Strong, Elsie Franklin, and Ted F. Bilski (BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE). Includes a circular 'RECEIVED' stamp dated MAY 15 2018 and an 'APPROVED THIS 15th DAY OF May 2018' stamp.

RESOLUTION NO. 18-37

RESOLUTION TO AMEND RESOLUTION NO. 09-58 BY REPEALING AND RESCINDING RESOLUTION NO. 09-58, THE RESOLUTION DIRECTING THE CLERK OF LAKE COUNTY TO COLLECT THE \$100.00 SHERIFF'S EVICTION FEE ESTABLISHED BY LAKE COUNTY ORDINANCE NO. 1305A

WHEREAS, on May 12, 2009, the Lake County Council adopted Resolution No. 09-58, the Resolution directing the Clerk of Lake County to Collect the \$100.00 Sheriff's Eviction Fee Established by Lake County Ordinance No. 1305A; and

WHEREAS, the Resolution directed the Lake County Clerk's Office to collect the Sheriff's Eviction Fee of \$100.00 at the time the Complaint for Eviction was filed with the Clerk's Office; and

WHEREAS, the \$100.00 Sheriff's Eviction Fee shall now be paid by the Plaintiff filing the eviction at the time the eviction is scheduled with the Lake County Sheriff's Department.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That Resolution No. 09-58 directing the Clerk of Lake County to Collect the \$100.00 Sheriff's Eviction Fee Established by Lake County Ordinance No. 1305A is hereby repealed and rescinded.

SO RESOLVED THIS 15th DAY OF May, 2018.

Signatures of David Hamm (President), Christine CID, Daniel E. DERNULC, and Jamal Washington (Members of Lake County Council).

PRESENTED TO BOARD OF COMMISSIONERS BY LAKE COUNTY AUDITOR MAY 15 2018

Signatures of Eldon Strong, Elsie Franklin, and Ted F. Bilski (BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE). Includes a circular 'RECEIVED' stamp dated MAY 15 2018 and an 'APPROVED THIS 15th DAY OF May 2018' stamp.

Order #15 ADD Agenda #36C

In the Matter of Board of Commissioners of the County of Lake: DOJ Moisture Painting Repair in Old and New Jail Proposals under advisement. A. Sneed Construction - \$67,525.00; B. Hasse Construction - \$69,120.00; C. Northwest Environmental - \$59,400.00 – Incomplete Bid. Recommendation to Sneed Construction as the lowest responsive and responsible bidder.

Repay made a motion to approve the painting repair proposal that was made and accepted from Sneed Construction, 4825 Alexander Street, East Chicago, IN 46312, in the amount of \$67,525.00 for DOJ Moisture Painting Repair in Old and New Jail being the low bidder of three proposals submitted, letter of recommendation from Bob Rehder, Tippy seconded with discussion, the Warden spoke, stating, "there's two areas of the prison that suffered water damage last year and it was a real bid issue that caused some flooding to occur in the front lobby of the jail as well and y-pod, the roof issue has been fixed, that was repaired under a previous approved project, but because of the water damage that happened inside the walls need repainted, there's concerns that to avoid mildew and mold needs to be done so this the completion of that water damage issue", Tippy, spoke, "so we hired the nurse practitioner for the mental, now we have to have this painting contract, is there anything else we need to resolve with the DOJ or have we, does that cover everything", Sheriff Martinez, responded, "those were the two major issues of the Department of Justice that we're happy to be in compliance with, there's other minor things that we're addressing now before the inspection but we feel pretty good about it", Allen, question, "Any time table you think before the DOJ will exit?" the Warden responded, "that's something we're looking at, this is my third week, I think we're cautiously optimistic like the Sheriff said especially with the Union Contract being approved, that's another piece, is approving our staffing, so we are maintaining the coverage requirements of DOJ, so this will help us moving forward, that will probably be another piece that needs some time to actually reach that staffing of a goal for a number of hire and retained staff", Allen responded, "ok, good", Blanchard, came forward with comments to the Board. End discussion. Sheriff mentioned that on Friday, 10 A.M., there will be a Law Enforcement Memorial, everyone welcome to attend. Motion carried 3-0.

Order #16 Agenda #16

In the Matter of L C Fairgrounds – PROPOSALS: Removal, Disposal and Installation of 30 window sashes (15 small windows 18" x 52" and 15 large windows 73" x 53") to be opened.

This being the day, time and place for the receiving of proposals for the Removal, Disposal and Installation of 30 window sashes (15 small windows 18" x 52" and 15 large windows 73" x 53") for Lake County Fairgrounds, the following proposals were received:

Lazzaro Co., Inc. \$13,000.00

Repay made a motion, seconded by Tippy, to take the above-mentioned proposal under advisement for further review and tabulation from Fairgrounds Superintendent. Motion carried 3-0.

Order #17 Agenda #17

In the Matter of L C Juvenile Center – PO No. 3804978 – Bob Barker Co., Inc. - \$2,728.85 – Supplies IC 5-22-10-8 Compatibility/Single Source.

Tippy made a motion, seconded by Repay, to approve the purchase order on behalf of Lake County Juvenile Center to Bob Barker Co., Inc., PO Box 8909885, Charlotte, NC 28289-0885, for Supplies in the amount of \$2,728.85. Motion carried 3-0.

Order #18 ADD Agenda #17A

In the Matter of L C Juvenile Center – Food, Bread & Dairy Products for the Period of July 1, 2018 to December 31, 2018 to be advertised. Bids to be returned by Wednesday, June 20, 2018 by 9:30 A.M. in the Lake County Auditor's Office.

Repay made a motion, seconded by Tippy, to approve the advertising of the specifications for Food, Bread & Dairy Products for the Lake County Jail for the period of July 1, 2018 to December 31, 2018 for the return of bids by Wednesday, June 20, 2018 by 9:30 A.M. in the Lake County Auditor's Office. Motion carried 3-0.

Order #19 Agenda #18

In the Matter of L C Auditor – Agreement between Peterson Consulting Services, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Auditor for the annual update of the capital asset information for financial reporting for the fiscal year ending December 31, 2018 in an amount not to exceed \$9,975.00.

Repay made a motion, seconded by Tippy, to approve Agreement between Peterson Consulting Services, Inc., 1030 South La Grange Road, Suite 23, La Grange, IL 60525, and the Board of Commissioners of the County of Lake on behalf of the Lake County Auditor for the annual update of the capital asset information for financial reporting for the fiscal year ending December 31, 2018 in an amount not to exceed \$9,975.00. Motion carried 3-0.

Order #20 Agenda #19 w/#20

In the Matter of Board of Commissioners of the County of Lake: Letter from the Commissioners Attorney concerning a Proposal for a Municipal Lease to Own Agreement for a term of up to 60 months to purchase capital equipment which includes but is not limited to Lake County Highway Department Vehicles and Other Equipment; Proposal for a Municipal Lease to Own Agreement for a term of up to 60 months to purchase capital equipment which includes but is not limited to Lake County Highway Department Vehicles and Other Equipment under advisement.

Comes now, Mr. Blanchard, before the Board of Commissioners, to speak on behalf of the letter from the Commissioners Attorney concerning a Proposal for a Municipal Lease to Own Agreement for a term of up to 60 months to purchase capital equipment which includes but is not limited to Lake County Highway Department Vehicles and Other Equipment, to note that a valid bid was submitted, Repay read aloud bid submitted from US Bancorp in the amount of \$450,000.00 at varying rates depending on the term, 3.144 for a 48 month term with 4 payments per year, 3.144 for 48 months with a 2payment per year, 3.223 for a 60 month term with 4 payments per year, 3.223 for a 60 month term with 2payments per year, 3.310 at 72 months with 4payments per year and 3.310 for 72month term with 2payments per year.

Repay made a motion to accept and take it under advisement, no seconded.

Comes now, Mr. Blanchard, before the Board with a recommendation to accept the 48 month term, with 2 payments per year, Repay made a motion to accept and award the Lease Agreement - for a Municipal Lease to Own Agreement for a term of up

to 60 months to purchase capital equipment which includes but is not limited to Lake County Highway Department Vehicles and Other Equipment to **US Bancorp**, Government Leasing and Finance, Inc., for the term specified by Larry Blanchard,
Order #20 Agenda #19 w/#20 cont'd

Tippy seconded with discussion, asking should we also include making #19 a matter of public record, Repay replied, yes, and Repay amended his motion to include making a matter of public record the Letter from the Commissioners Attorney concerning a Proposal for a Municipal Lease to Own Agreement for a term of up to 60 months to purchase capital equipment, which includes but is not limited to Lake County Highway Department Vehicles and Other Equipment, Tippy seconded the amended motion. Motion carried 3-0.

Order #21 Agenda #21

In the Matter of Board of Commissioners of the County of Lake: Supplemental Retiree Medical Plan.

Comes now, Mr. Blanchard, before the Board of Commissioners, to speak on behalf of the Supplemental Retiree Medical Plan, Repay made a motion, seconded by Tippy, to approve the Supplemental Retiree Medical Plan. Motion carried 3-0.
(SEE FILE "MEETING FOLDER" FOR ORIGINAL)

Order #22 Agenda #22

In the Matter of Board of Commissioners of the County of Lake: Hermits Lake Project Proposals for 400 cubic yards of clay for capping material under advisement: A. Delta, III, Inc. - \$3,780.00; B. Austgen Equipment, Inc. - \$4,800.00; C. Ziese & Sons Excavating, Inc. - \$7,700.00. Letter of recommendation to Delta III, Inc. as the lowest responsive and responsible bidder.

The Board having previously taken the bids under advisement does hereby accept the recommendation to award **Delta III, Inc.**, 2063 W 1250 South, Hanna, Indiana 46340, with \$3,780.00, being the lowest responsive and responsible bidder, for Hermits Lake Project for 400 cubic yards of clay for capping material at \$140 per load deliver 27 loads. Motion carried 3-0.

Order #23 Agenda #23 & #24

In the Matter of Board of Commissioners of the County of Lake: Funding requests for Lake County Historical Museum; Funding request for Stream after school program for the Morning Bishop Theatre Playhouse, Inc.

Repay made a motion, seconded by Tippy, to accept both and make a matter of public record the Funding requests for Lake County Historical Museum and Funding request for Stream after school program for the Morning Bishop Theatre Playhouse, Inc., in the amount of \$5,000.00 each. Motion carried 3-0.

Order #24 Agenda #25

In the Matter of Board of Commissioners of the County of Lake: County Form 24 – Vendor House Account Contract with Lake County to purchase or rent supplies, goods, machinery and equipment from the following: A. Pozzo Truck Center, Inc.

Repay made a motion, seconded by Tippy, to approve the Vendor House Account Contract between Lake County and Pozzo Truck Center, Inc., 3001 E. 15th Place, Gary, Indiana 46403, to purchase or rent supplies, goods, machinery and equipment. Motion carried 3-0.

Order #25 Agenda #26

In the Matter of Board of Commissioners of the County of Lake: Metropolitan Baptist Church request for the following properties: A. 45-08-33-129-014.000-004; B 45-08-33-129-015.000-004; C. 45-08-33-129-018.000-004; D. 45-08-33-129-019.000-004.

Repay made a motion, seconded by Tippy, to approve the tax certificate donation to Metropolitan Baptist Church for the following parcels. Motion carried 3-0.

- A. 45-08-33-129-014.000-004
- B. 45-08-33-129-015.000-004
- C. 45-08-33-129-018.000-004
- D. 45-08-33-129-019.000-004

Order #25 Agenda #27

In the Matter of Board of Commissioners of the County of Lake: City of Gary, Department of Planning & Redevelopment Gary Redevelopment Commission request for the following properties: A. 45-08-27-355-015.000-004; B. 45-08-27-355-016.000-004.

Repay made a motion, seconded by Tippy, to approve the tax certificate donation to the City of Gary, Department of Planning & Redevelopment Gary Redevelopment Commission for the following properties. Motion carried 3-0.

- A. 45-08-27-355-015.000-004
- B. 45-08-27-355-016.000-004

Order #25 Agenda #28

In the Matter of Board of Commissioners of the County of Lake: Town of Cedar Lake request for the issuance of tax sale certificates that were assigned to the Town in February, 2017.

Repay made a motion, seconded by Tippy, to approve the tax certificate donations to the Town of Cedar Lake requested for issuance of tax sale certificates that were assigned to the Town in February, 2017. Motion carried 3-0.

Order #25 Agenda #29

In the Matter of Board of Commissioners of the County of Lake: Christ United Methodist Church request for the following properties: A. 45-08-10-302-001.000-004; B. 45-08-10-302-003.000-004.

Repay made a motion, seconded by Tippy, to approve the tax certificate donation to Christ United Methodist Church for the following properties. Motion carried 3-0.

- A. 45-08-10-302-001.000-004
- B. 45-08-10-302-003.000-004

Order #25 Agenda #30

In the Matter of Board of Commissioners of the County of Lake: City of Gary, Department of Planning & Redevelopment Gary Redevelopment Gary Redevelopment Commission request for the following properties: A. 45-08-15-329-002.000-004; B 45-08-08-302-020.000-004; C. 45-08-08-302-022.000-004; D. 45-07-11-427-028.000-004.

Repay made a motion, seconded by Tippy, to approve the tax certificate donation to City of Gary, Department of Planning & Redevelopment Gary Redevelopment Gary Redevelopment Commission for the following properties. Motion carried 3-0.

- A. 45-08-15-329-002.000-004
- B. 45-08-08-302-020.000-004
- C. 45-08-08-302-022.000-004
- D. 45-07-11-427-028.000-004

Order #26 Agenda #31 & #32

In the Matter of Board of Commissioners of the County of Lake: Korellis Roofing, Inc. Firestone Warranty for the roof at the Lake County Juvenile Center (Start Date: 05/22/2017) to be made a matter of public record; Certified Return Receipts from the following to be made a matter of public record.

Repay made a motion, seconded by Tippy, to make a matter of public record the Korellis Roofing, Inc. Firestone Warranty for the roof at the Lake County Juvenile Center (Start Date: 05/22/2017) and make a matter of public record the Certified Return Receipts from the following. Motion carried 3-0.

- A. AG Curtis Hill
- B. Federal Highway Administration
- C. Kankakee County Board

Order #27 Agenda #33

In the Matter of Board of Commissioners of the County of Lake: Resolution of the Lake County Board of Commissioners supporting the establishment and awarding of Economic Development District Status by the Economic Development Administration.

Comes now, Jodi Melton, before the Board of Commissioners, to speak regarding Resolution of the Lake County Board of Commissioners supporting the establishment and awarding of Economic Development District Status by the Economic Development Administration, asking the Board to support NIRPC being designated Economic Development District.

Upon brief discussion, Repay made a motion, seconded by Tippy, to defer. Motion carried 3-0.

Order #28 Agenda #34

In the Matter of Board of Commissioners of the County of Lake: Letter from the Board of Commissioners of the County of Lake to the Lake Court House Foundation, Inc. concerning 12 Seat Juror Table and Chairs.

Repay made a motion, seconded by Tippy, to make the letter a matter of public record. Motion retracted.

Tippy made a motion, seconded by Repay, to cancel the Lease Agreement and make the donation to the Court House Foundation, Court House Square, P.O. Box 556, Crown Point, Indiana 46308-0556, donating 12-seat juror's table and chairs from 1908. Motion carried 3-0.

Order #29 Agenda #35

In the Matter of Board of Commissioners of the County of Lake: Request for approval for use of County Form 28 – Contract.

Repay made a motion, seconded by Tippy, to approve the use of County Form 28 for Contracts. Motion carried 3-0.

Order #30 Agenda #36A

In the Matter of Board of Commissioners of the County of Lake: Request for property disposal: A. Lake County Board of Elections and Registration.

Repay made a motion, seconded by Tippy, to approve the disposal of property requested from Lake County Board of Elections and Registration Department, items reviewed by Mr. Cole. Motion carried 3-0.

Order #31 ADD Agenda #36B

In the Matter of Board of Commissioners of the County of Lake: Request for Removal of Parcel #45-08-07-452-009.000-004 From the Commissioners Sale Scheduled for May 22-24 and Give the owner of Parcel #45-08-07-452-010.000-004 First Rights to the Parcel as the Home Overhangs onto that Parcel.

Comes now, Attorney Dull spoke to the Board explaining this matter, upon brief discussion, Repay made a motion, seconded by Tippy, to approve the request for Removal of Parcel #45-08-07-452-009.000-004 From the Commissioners Sale Scheduled for May 22-24 and Give the owner of Parcel #45-08-07-452-010.000-004 First Rights to the Parcel as the Home Overhangs onto that Parcel, as so explained and recommended by Attorney Dull. Motion carried 3-0.

Order #32 ADD Agenda #36D

In the Matter of Board of Commissioners of the County of Lake: Revised Purchasing Code Key.

Repay made a motion, seconded by Tippy, to approve the revised Purchasing Code Key, revised May 16, 2018, Brenda Koselke Lake County Purchasing Agent. Motion carried 3-0.

Order #33 ADD Agenda #36E

In the Matter of Board of Commissioners of the County of Lake – Lake County Community Economic Development Department Executive Director Recommendation for FY2018 CDBG Revenues to the following: 1. The Northwest Indiana Food Bank - \$25,000.00; 2. Demolitions (Approximately 5-6 Units) \$50,000.00.

Order #33 ADD Agenda #36E cont'd

Comes now, Mr. Brown, Director for Lake County Community Economic Development Department, before the Board to speak regarding making a recommendation for distribution of the FY2018 CDBG Revenues.

Repay made a motion, seconded by Tippy, to approve the Lake County Community Economic Development Department Executive Director Recommendation for FY2018 CDBG Revenues to The Northwest Indiana Food Bank - \$25,000.00, and Demolitions (Approximately 5-6 Units) \$50,000.00. Motion carried 3-0.

Order #34 Agenda #37A & ADD Agenda #37B

In the Matter of Minutes: A. Regular Meeting, Wednesday, February 7, 2018; B. Regular Meeting, Wednesday, February 21, 2018.

Repay made a motion, seconded by Tippy, to approve the Minutes of the Board of Commissioners Meetings held Wednesday, February 7, 2018 and Wednesday, February 21, 2018, Regular Meetings. Motion carried 3-0.

Order #35 Agenda #38

In the Matter of Lake County Expense Claims to be allowed Wednesday, May 16, 2018.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, May 16, 2018 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.

Repay made a motion, seconded by Tippy, 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 May, 2018. Motion carried 3-0.

Order #35 Agenda #39

In the Matter of Poor Relief Decisions

There were none.

Order #35 Agenda #40

In the Matter of Pay immediate (hand cut) Checks: A. Direct debit for Payroll 04/30/18.

Repay made a motion, seconded by Tippy, to approve the Direct Debit for Payroll 04/30/18, submitted from Lake County Auditor's Office. Motion carried 3-0.

Order #36 ADD Agenda #38A #1,3,4 & 5

In the Matter of Lake County Council Ordinances, Resolutions - 1. Ordinance No. 992C-50 – Ordinance Amending The Lake County Self-Insurance Ordinance, Ordinance No. 992C-3; 3. Resolution No. 18-34 – Resolution Marking the 50th Anniversary of the Lake County Parks & Recreation Department. 4. Resolution No. 18-35 – Resolution Acknowledging June 3, 2018 as National Cancer Survivors Day. 5. Resolution No. 18-36 – Resolution Permitting Lake County Homeland Security/Emergency Management Agency To Pay An Outstanding 2017 Invoice/Debt From the 2018 Budget.

Repay made a motion, seconded by Tippy, to approve the Ordinances and Resolutions of the Lake County Council, submitted and adopted May 15, 2018, listed in items 1, 3, 4 & 5. Motion carried 3-0.

1. Ordinance No. 992C-50 – Ordinance Amending The Lake County Self-Insurance Ordinance, Ordinance No. 992C-3
3. Resolution No. 18-34 – Resolution Marking the 50th Anniversary of the Lake County Parks & Recreation Department.
4. Resolution No. 18-35 – Resolution Acknowledging June 3, 2018 as National Cancer Survivors Day.
5. Resolution No. 18-36 – Resolution Permitting Lake County Homeland Security/Emergency Management Agency To Pay An Outstanding 2017 Invoice/Debt From the 2018 Budget.

Order #37 Agenda #41A

In the Matter of Appointments: A. Certificate of Appointment to be made a matter of public record.

Repay made a motion, seconded by Tippy, to make a matter of public record the Certificate of Appointment from the last meeting, May 16, 2018 (Robert Morgan, Judicial Nominating Commission, exp. Sept. 30, 2021). Motion carried 3-0.

Order #38 Agenda #41B

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

Repay made a motion, seconded by Tippy, to defer. Motion carried 3-0.

Order #39 Agenda #45

In the Matter of Commentary: Public.

Comes now, New Chicago resident, Sue Peflrey, to speak before the Board of Commissioners, asking about an update of their waterfront, Repay reflected to Tim Brown for comment, Tim Brown, spoke, stating, "last week we had a signed notice to proceed for the asbestos testing, it was decided let's get it all tested and we'll have to re-bid once everybody knows what type of asbestos, there's no question as to what the asbestos removal will be on the project, as soon as I receive that report back, I'm presuming I would have automatic approval to go ahead and re-bid, I don't know if that's the case", brief discussion continued.

Repay made a motion to authorize the Director to re-bid once he has the necessary information, Tippy seconded the motion. Motion carried 3-0.

The next Board of Commissioners Regular Meeting will be held on Wednesday, June 6, 2018 at 10:00 A.M.

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

The following officials were Present:
Attorney Dull

KYLE ALLEN Sr., PRESIDENT

MICHAEL REPAY, COMMISSIONER

JERRY TIPPY, COMMISSIONER

ATTEST:

JOHN E. PETALAS, LAKE COUNTY AUDITOR