

WHEREAS, in the opinion of the County Auditor, the public interests required that the Lake County Council, should be called to meet in regular session at this time, for the purpose of considering additional appropriations, a written notice was sent to each member of the Council, and proper advertisement made, and all other acts performed in accordance with the laws governing such matters.

And now in obedience to such call, come Ted Bilski, President, David Hamm, Elsie Franklin, Jamal Washington, Daniel Dernulc, Christine Cid, and Eldon Strong, County Councilpersons, together with Ray Szarmach, County Council Attorney.

In the Matter of the Minutes of June 14, 2016, and June 23, 2016 – Special Meeting.

Cid made a motion, seconded by Dernulc to approve the Minutes for the June 14, 2016, and the June 23, 2016, Special Meeting. The majority voted "Yes". Washington was "absent". Motion to approve carried 6-yes, 1-absent.

**ORDINANCE NO. 1398**

Section 1. Be It Ordained by the County Council of Lake County, IN. that for the expenses of the County Government and its institutions, the following sums of money are hereby appropriated and ordered set apart out of the several funds herein named and for the purposes herein appropriated, and shall be held to include all expenditures authorized to be made during the year unless otherwise expressly stipulated and provided by law.

	Appropriation Requested	Appropriated
General Fund 001		
<u>Jail</u> 3100		
43120 Medical & Hospital Services	\$ 450,000.00	\$ 420,041.08
<u>Commissioners</u> 2900		
43120 Medical & Hospital Services	\$ 650,000.00	\$ 229,958.92
CEDIT Non-Reverting Fund 012		
<u>Commissioners</u> 2900		
43995 Other Services & Charges	\$1,528,036.00	\$1,381,137.00
Elderly Abuse Fund 127		
<u>Prosecutor</u> 0800		
41110 Officials & Administrators	\$ 26,523.00	\$ 26,523.00
Juvenile Secured Detention Alternative Fund 389		
<u>Juvenile Detention Center</u> 4200		
41120 Professionals	\$ 60,688.00	\$ 60,688.00
41210 Longevity	\$ 639.00	\$ 639.00
41220 FICA	\$ 4,450.00	\$ 4,450.00
41230 PERF	\$ 8,640.00	\$ 8,640.00
41240 Group Insurance	\$ 38,404.00	\$ 38,404.00
41260 Workman's Comp Deduction	\$ 898.00	\$ 898.00
County Highway Fund 102		
<u>Highway</u> 5011		
42390 Other Repair & Maint Suppl	\$ 150,000.00	\$ 150,000.00
43630 Maintenance & Service Contr	\$ 850,000.00	\$ 850,000.00
Cum Bridge Fund 350		
<u>Cum Bridge</u> 5020		
42390 Other Repair & Maintenance Suppl	\$ 50,000.00	\$ 50,000.00
43650 Cumulative Bridge Projects	\$1,050,000.00	\$1,050,000.00

**TRANSFER OF FUNDS CERTIFICATE**

I, the proper legal officer of Lake County Council, Lake County IN., hereby certify to the Auditor of Lake County, that the Lake County Council, approved the following transfers:

	Requested	Approved
<u>Commissioners</u> 2901		
E-911 Operating Fund 014		
From: 014-41240 Group Insurance Deduction	\$ 23,000.00	
To: 014-41220 FICA	\$ 8,000.00	\$ 8,000.00
014-41230 PERF	\$ 15,000.00	\$ 15,000.00

Commissioners 2901

## L.C. 911 Fund 399

From: 399-41240 Group Ins Deduction	\$ 6,000.00	
To: 399-41120 Professionals	\$ 6,000.00	\$ 6,000.00

Commissioners 2900

## CEDIT Non-Reverting Fund 012

From: 012-41240 Group Ins Deduction	\$1,005,444.00	
To: 012-43995 Other Serv & Charges	\$1,005,444.00	\$1,005,444.00

County Court Div III 4050

From: 001-43234 Travel/Trans-Other	\$ 200.00	
To: 001-42230 Clothing	\$ 200.00	\$ 200.00

Public Defender 4002

## Criminal Court Suppl Public Defender Fund 405

From: 405-43190 Other Professional Service	\$ 500.00	
To: 405-44410 Furniture & Fixtures	\$ 500.00	\$ 500.00

Sheriff 0582

## L.C. Multi-Agency Task Force Fund 182

From: 182-41190 Part-Time	\$ 19,000.00	
To: 182-44490 Other Equipment	\$ 19,000.00	\$ 19,000.00

Sheriff 0582

## Non-Reverting Property Seizure Fund 145

From: 145-42110 Office Supplies	\$ 12,000.00	
145-42410 Other Supplies	\$ 6,000.00	
145-43195 Contractual Service	\$ 8,000.00	
145-43231 Travel-Registration	\$ 10,000.00	
145-43232 Travel-Meals	\$ 6,800.00	
145-43233 Travel-Lodging	\$ 12,000.00	
145-43234 Travel-Trans/Other	\$ 9,500.00	
145-43630 Maintenance & Service Contr	\$ 12,000.00	
145-43830 Matching Funds	\$ 19,950.00	
145-43940 Narcotics Purchase Money	\$ 15,000.00	
145-44420 Office Machines	\$ 12,000.00	
To: 145-43190 Other Professional Services	\$ 6,000.00	\$ 6,000.00
145-44490 Other Equipment	\$ 117,250.00	\$ 117,250.00

Sheriff 0500

## Public Safety CAGIT Fund 010

From: 010-41336 Lateral Pay	\$ 6,000.00	
010-41338 Proficiency/Specialty Pay	\$ 2,000.00	
To: 010-41260 Workman's Comp	\$ 2,244.00	\$ 2,244.00
010-41380 Seasonal Employee	\$ 5,756.00	\$ 5,756.00

Center Township Assessor 1200

From: 001-41210 Longevity	\$ 440.00	
001-42110 Office Supplies	\$ 1,700.00	
001-43220 Postage	\$ 900.00	
001-43231 Travel-Registration	\$ 425.00	
001-43910 Dues & Subscriptions	\$ 400.00	
To: 001-41350 Assessor Certification	\$ 500.00	\$ 500.00
001-43240 Telephone	\$ 1,500.00	\$ 1,500.00
001-43510 Utilities	\$ 400.00	\$ 400.00
001-43730 Property Rental	\$ 600.00	\$ 600.00
001-43919 Laundry & Cleaning	\$ 865.00	\$ 865.00

Ross Township Assessor 1700

## 2015 Reassessment Fund 337

From: 337-41190 Part-Time	\$ 14,010.00	
To: 337-41380 Seasonal Employee	\$ 14,010.00	\$ 14,010.00

Health Department 5131

## Tobacco Settlement Fund 296

From: 296-41240 Group Insurance Deduction	\$ 5,070.00	
To: 296-42110 Office Supplies	\$ 5,070.00	\$ 5,070.00

St. John Township Assessor 1800

From: 001-43220 Postage	\$ 1,110.00	
To: 001-43630 Maintenance & Service Contr	\$ 1,110.00	\$ 1,110.00

IV-D Court 3950

From: 001-41190 Part-Time	\$ 6,980.00	
001-41140 Protective Service	\$ 12,241.00	
To: 001-41110 Officials & Administrators	\$ 19,221.00	WITHDRAWN

And that such transfer does not necessitate expenditure of more money than was set out in detail in the budget as finally approved by the Department of Local Government Finance.

This transfer was made at a regular public meeting according to proper ordinance, a copy of which is attached to this certificate.

Dated this 12<sup>th</sup> day of July, 2016.

Adopted this 12<sup>th</sup> day of July, 2016.

NAY

AYE

Ted Bilski  
David Hamm  
Elsie Franklin  
Jamal Washington  
Daniel Dernulc  
Christine Cid  
Eldon Strong

Members of the Lake County Council

ATTEST:  
John Petalas,  
Lake County Auditor

Additional

	Made motion	seconded	
<u>General Fund 001</u> Jail(\$420,041.08)	Dernulc	Hamm	The majority voted "Yes" To approve the amount of \$420,041.08. Washington was "absent". Motion carried 6-yes, 1-absent.
Commissioners(\$229,958.92) (See footnotes)	Washington	Hamm	The majority voted "Yes" Cid and Bilski, "No". Motion to approve carried 5-yes, 2-no.
<u>CEDIT Non-Reverting Fund 012</u> Commissioners(\$1,381,137) (See Footnotes)	Franklin	Cid	The majority voted "Yes". Washington was "absent". Strong voted "No". Motion to Approve carried 5-yes, 1-no, 1-absent.
<u>Elderly Abuse Fund 127</u> Prosecutor(\$26,523)	Franklin	Hamm	The majority voted "Yes". Motion carried 7-0.
<u>Juvenile Secured Detention Fund 389</u> Prosecutor(\$113,719)	Dernulc	Hamm	The majority voted "Yes" Motion carried 7-0.
<u>County Highway Fund 102</u> Highway(\$1,000,000)	Franklin	Hamm	The majority voted "Yes". Motion carried 7-0.
<u>Cum Bridge Fund 350</u> Highway(\$1,100,000)	Franklin	Hamm	The majority voted "Yes". Motion carried 7-0.

Footnotes:

Re: Commissioners(\$1,381,137) – Franklin made a motion, seconded by Cid to approve. Strong asked for clarification, "Mr. Chair, this is for the Westlake Rail correct?" Bilski said, yes.

The majority voted "Yes". Strong, "No". Washington was "absent". Motion carried 5-yes, 1-no, 1-absent.

Re: Commissioners(\$229,958.92) – Franklin made the motion, seconded by Hamm to approve. Hamm explained that this is the difference between what we just gave the Sheriff in the \$650,000 dollars, minus the \$420,041.08. Dernulc said, this will be to negotiate, going forward, any medical bills that are out of the Jail. Cid asked what will the person that is contracted, what are they going to do, are they going to review these bills, what is going to be their part? We are going to take this from the Sheriff... Dante said, this is on another issue. Cid asked, these are bills that are currently right now that we have?

The answer was no.  
Bilski said the correct amount is the \$420,000.

Cid said the Sheriff now pays a medical and hospital services out of this budget. We want to now give Commissioners that duty, correct?  
The answer was yes. Cid asked, for what's pending now, in the Sheriff's Office, and future?  
The answer was, yes.  
Cid asked, what role is a contractor actually going to play, is he going to negotiate with the hospitals, is he going to verify that those services were provided, what is the actual role of that contractor?

Blanchard said, we are working on the Contract right now, and the Contractor will be responsible both for paying the claims, and re-pricing.

Cid repeated, paying the claims, and re-pricing. Cid said, until I see that Contract, I would prefer to have this deferred, I don't know if there is an urgency at this meeting to pass this, until I see the Contract, and know how much extra it's going to cost the County, I would just like to see this deferred, at this time, until our next meeting, until we have that Contract.

Bilski said there is a Resolution that goes along with the previous one, so we're not sure if the appropriation in the general fund, is what your concern is, or is it...

Franklin asked have the Commissioners interviewed, or hired this person who is supposed to be the overseer?

Cid said they are considering Dave Baker from Professional Claims, but they don't have a Contract yet.

Bilski said he believes that there was a little mis-understanding, or confusion about what was discussed at the study session, Thursday.

Sheriff Buncich said, we are constantly facing huge hospital bills for Jail inmate' care. A few years ago, he had 2 ladies to assist with the bills, and they have found constantly, the medical goes to professional claims, they look at it. We go into more detail, we see if they have insurance, we see if they actually received this care from this hospital, this doctor, whatever. He said, for the record, we have saved hundreds of thousands of dollars of medical bills, over the past 5 years. I am looking at saving this County hundreds of thousands of dollars, because these medical bills are going to continue because of the Department of Justice, mandate of medical and mental health, so I would ask you to take a very close look, as far as having another contract somewhere, because we have taken our due diligence, to make certain that everything is properly checked out, and the savings are there.

Franklin said if this not "earthshaking", and it's not going to interfere with anybody' health in life, I will **withdraw** my approval, at this time, and recommend that we **defer** this to get a better understanding of what kind of Contract we are entering into.

Franklin made a motion to defer to 8-9-16. Cid seconded the motion to defer.

Washington asked, if we defer this, are we not paying anything today?  
Bilski said, we've already made a motion, and approved to pay item# 4, which is the reduced amount of \$420,041.08. That's been done with a Resolution to pay these bills, up to this point. This is the balance of the \$650,000 dollars, that reduced amount appropriated over to Medical & Hospital Services, in line item 43120. That's what we're doing, moving that appropriation over to the August 9<sup>th</sup> agenda.  
Franklin said she will ask for the Committee members to have a meeting with Mr. Blanchard, come back in August, and ask for approval.

Franklin, Cid, and Bilski voted "Yes" to defer. Hamm, Washington, Dernulc, and Strong voted "No".  
**Motion to defer failed 3-yes, 4-no.**

Washington made the motion, to approve the appropriation in 43120 – Medical & Hospital Services, in the amount of \$229,958.92. Hamm seconded the motion. The majority voted "Yes". Cid, and Bilski voted "No". Motion to approve carried 5-yes, 2-no.

	Transfers		
	Made motion	seconded	
<u>Commissioners 2901 (\$23,000)</u> E911 Operating Fund 014	Strong	Cid	The majority voted "Yes", Washington "absent". Motion carried 6-yes, 1-absent.
Commissioners 2901(\$6,000)			

L.C. 911 Fund 399	Strong	Cid	The majority voted "Yes", Washington, "absent". Motion carried 6-yes, 1-absent.
Commissioners(\$1,005,444) (See Footnotes)	Franklin	Cid	The majority voted "Yes". Strong, "No". Motion carried 6-yes, 1-absent.
County Court Div III(\$200)	Hamm	Washington	The majority voted "Yes". Motion carried 7-0.
Public Defender(\$500) Cr. Ct Suppl Public Defender Fund 405	Cid	Hamm	The majority voted "Yes". Motion carried 7-0.
Sheriff(\$19,000) L.C. Multi-Agency Task Force Fund 182	Franklin	Cid	The majority voted "Yes". Washington, "absent". Motion carried 6-yes, 1-absent.
Sheriff(\$123,250) Non-Reverting Property Seizure Fund 145 (See Footnotes)	Franklin	Hamm	The majority voted "Yes". Washington, "absent". Motion carried 6-yes, 1-absent.
Sheriff(\$8,000) Public Safety CAGIT Fund 010	Franklin	Cid	The majority voted "Yes". Washington, "absent". Motion carried 6-yes, 1-absent.
Center Twp Assr(\$3,865)	Hamm	Cid	The majority voted "Yes". Washington, "absent". Motion carried 6-yes, 1-absent.
Ross Twp Assr(\$14,010) 2015 Reassessment Fund 337	Hamm	Cid	The majority voted "Yes". Washington, "absent". Motion carried 6-yes, 1-absent.
Health Dept(\$5,070) Health Dept Tobacco Settlement Fund 296 (See Footnotes)	Dernulc	Strong	The majority voted "Yes". Motion carried 7-0.
St. John Twp Assr(\$1,110) (See Footnotes)	Hamm	Dernulc	The majority voted "Yes". Motion carried 7-0.
IV-D Court(\$19,221)	WITHDRAWN		

Footnotes:

Re: Commissioners – CEDIT Non-Reverting Fund 012 – Franklin made the motion, seconded by Cid to approve the transfer.

Strong said that he is opposing this because there are some communities that are contributing to this, and some communities are not. There is not a fairness in the contribution level, he represents the 7<sup>th</sup> District, he understands the economic development that comes with this, years down the road, if the thing is ever built, but in today' date and time, with all of this money that's being held, until this gets completed years down the road, there is so much we need to get done in this County. There are so many things that have to be accomplished, in the northern part of the county, and the southern part of the county. That's why Strong said, I oppose putting this money aside, when we have so many things that we can get accomplished right now.

Bilski said being able to be in a position to have the funding there, it's his understanding that we will probably, within a year, be putting shovels in the ground on the Westlake corridor. Bilski said he thinks that amount of job creation, construction industry, as well as the potential increase in housing and economic development, in that area is definitely the biggest investment we can make in Lake County. He said he thinks it's the best opportunity we have for growth, in this County.

The majority voted "Yes". Strong voted "No". Motion to approve carried 6-yes, 1-no.

Re: Sheriff – L.C. Multi-Agency Task Force Fund 182(\$123,250) – Franklin made the motion, seconded by Hamm to approve.

Dernulc asked the Sheriff, what is the Other Professional Services, and the Other Equipment being used for?

Sheriff Buncich answered, all of the Agencies that are included will purchase surveillance equipment. The majority voted "Yes". Washington was "absent". Motion carried 6-yes, 1-absent.

Re: St John Township Assessor(\$1,110) – Hamm said that the St. John Township Assessor asked for a transfer from Postage, to Maintenance & Service Contracts in the amount of \$1,110 dollars. He asked Mr. Prince what his views are?

Mr. Prince said he thinks this is a legitimate request. The items are for the normal course of business. Hamm said, he agreed, but he didn't know if they should wait for the new St. John Township Assessor, and their people.

Prince said he would imagine that this is official, but there is a capable Level II Assessor, Chief Deputy , who will step in, and continue the operations, until (inaudible).

Hamm made a motion, seconded by Dernulc to approve a transfer for St. John Twp, in the general fund, from 43220 – Postage, to 43630 – Maintenance & Service Contr, in the amount of \$1,110. The majority voted “Yes”. Motion carried 7-0.

Re: Health Dept – Tobacco Settlement Fund 296(\$5,070) – Dernulc made a motion, seconded by Strong to approve the transfer.

Strong commented that he understands that this is the way they are used to doing things, but he would suggest that during budget time, that they create a line item for some of these, then you won't have to do this every year.

The majority voted “Yes”. Motion carried 7-0.

In the Matter of Create New Line Item – County Court Div III

Hamm made the motion, seconded by Washington to approve the creation of a new line item, 001-4050-42230 – Clothing. The majority voted “Yes”. Motion carried 7-0.

In the Matter of Create New Line Item – County Highway Fund 102

Franklin made the motion, seconded by Hamm to approve the creation of a new line item, 102-5011-42390 – Other Repair & Maintenance Supplies. The majority voted “Yes”. Motion carried 7-0.

In the Matter of Create (2) New Line Items – Cum Bridge Fund 350

Franklin made the motion, seconded by Hamm to approve the creation of (2) new line items, 350-5020-42390 – Other Repair & Maintenance Supplies, and 350-5020-43650 – Cumulative Bridge Projects. The majority voted “Yes”. Motion carried 7-0.

In the Matter of Create New Line Item – Center Township Assessor

Hamm made a motion, seconded by Franklin to approve the creation of 1 new line item, 001-1200-43919 – Laundry & Cleaning.

Jerome Prince said that he was here, on behalf of all of the Township Assessors, in their absence, to say that although it's not required, they all have shared the request, and it's a considerable amount of expenses, equally important, Mr. Prince wanted to inform the Council, and he said he is sure that Mr. Dernulc is aware of the resignation of the St. John Township Assessor, as recently as a couple of days ago. Prince said that he thinks that it is important, especially considering the time of year, and said that any processes won't be hindered. His office will step in to make sure that all of the statutory deadlines are met.

Prince also said that he has had brief discussions with Dante, but the Assessor's Office intends to submit a request for the Reassessment levy to be increased, and Prince said, he will provide supporting documents, as we go in budget season, he wanted to give the Council the “heads-up”, and he will be prepared to explain the reasons why, as well as the history of not only the current fund, but the past fund.

The majority voted “Yes”. Washington was “absent”. Motion to approve carried 6-yes, 1-absent.

In the Matter of Create New Line Item – IV-D Court

WITHDRAWN.

In the Matter of Revised 144 for Commissioners 911, Surveyor, Prosecutor(Elderly Abuse Fund 127), IV-D Court, (Fund 001), and IV-D Court, (FSSA Fund 297).

Re: Commissioners 911, Dept 2901 – Strong made the motion, seconded by Cid to defer to 10-11-16. The majority voted “Yes”. Washington was “absent”. Motion to defer carried 6-yes, 1-absent.

Re: Surveyor (MS-4 Fund 264) – Washington made the motion, seconded by Cid to approve. Strong asked Dante, the first line item, 39002-010, once that line item is reduced by \$3,116, that reduction is carried over to the 2017 budget? Dante said, you will see it on the carryover file shortly, during budgets. The majority voted “Yes”. Motion carried 7-0.

<u>Revised 144- MS-4 Fund 264</u>	<u>Present</u>	<u>Proposed</u>	<u>Difference</u>
39002-010 Supplemental Pay NGF	\$8,557	\$5,441	-\$3,116
39002-011 Supplemental Pay NGF	-0-	\$3,116	\$3,116

Re: Prosecutor (Elderly Abuse Fund 127) – Franklin made the motion, seconded by Hamm to approve. The majority voted “Yes”. Motion carried 7-0.

<u>Revised 144 – Prosecutor’s Elderly Abuse Fund 127</u>	<u>Present</u>	<u>Proposed</u>	<u>Difference</u>
11402-003 Administrative Asst	-0-	\$26,523	\$26,523

Re: IV-D Court (Fund 001) – WITHDRAWN

Re: IV-D Court (FSSA Fund 297) – WITHDRAWN

In the Matter of Combined Councilmanic & Citizen Appointments

Dernulc made the motion, seconded by Washington to defer to 8-9-16. The majority voted “Yes”. Strong, “absent”. Motion to defer carried 6-yes, 1-absent.

In the Matter of 3% Raises for all Lake County Employees with the following exemptions: Judges and Magistrates, Sheriff, Prosecutor, Two Public Defenders, Part Time Public Defenders, Elected Officials, Correctional Officers, Merit Officers, Highway Collective Bargaining Employees, Probation Officers, Deputy Prosecutors, E911 Dispatchers, All “Supplemental Pay”, All LADOS I and II positions, E911 Director.

#### Discussion

Bilski said there will be “No Action” taken today. They put this on the Agenda, starting the workshop, non-represented folks, to look at what we can do year-end. He said those of you that have a recollection, remember during the 2016 budget process, we said that we were uncertain of where we would be, year-end, and how long, we thought it would be several months into 2016, to determine where our tax collection was, and if we could do anything for the employees. This will be an item on the agenda for August, for consideration. I hope we would just reflect, and remember those things that we talked about during the 2016 budget.

Dernulc asked, this will be, in a sense, retro-active to August 8<sup>th</sup>, which is the one day? Dernulc said, just so everybody knows that we are going to, hopefully take action on this, and if there is agreement, the raises will take place on August 9<sup>th</sup>, but retro-active to August 8<sup>th</sup>.

Cid said that she wants to make a motion today that we approved, at least on First Reading an increase of 3%. Washington seconded the motion.

Dante said, he didn’t know if it’s in there, but we have one exemption, one addition to the exemption, we just found out this morning. He said E911 Director, and we are ready to go.

Cid said, I thought he was contracted.

Dante said, yes, that’s why he has to be exempted.

Bilski said, the E911 Director has to be added into the exemption.

Cid added into her motion, the amendment, with the exclusion of the E911 Director. Washington seconded the amendment as well.

Dernulc asked, so this is First Reading, we can amend it, if need be, on the Second Reading?

Bilski said, I am going to turn that over to the Attorney on this issue.

Attorney Szarmach said, yes.

Strong said, he asked Ajaz to create, and he did, the information he suggested at the last meeting, and discussion at the study session that maybe we could come up with a scale. Strong said he believes that the employees, need an increase. They need more than what they are currently getting. Strong said, “I get that”. But we have several people who make good money, and he is not taking anything away from those people, nor the job that they perform, but he would like to see the lower salaried people get a little bit more, so he suggested that maybe we have a break down of less than \$50,000 dollars earned annually, get a 3% increase, \$50,000 to \$80,000, get a 2% increase, and over \$80,000, a 1% increase.

He said that after discussions with his colleagues, he thought this would be the way to go. He said he would ask that Cid would amend her motion to make it on that scale rate of less than \$50,000 get a 3%, \$50,000 to \$80,000, a 2% increase, and over \$80,000, a 1%, Strong said I can support that. I’m not so sure I can support...

Bilski said we have a motion on First Reading. I don’t think there is going to be a Suspension, or we will get anything done until August anyway, we would have time to make an amendment up to that point, but we do have to vote what’s in front of us, unless there is a willingness to withdraw your motion.

Cid said, no, but I think we just created a new position on here, I’m not sure if a new position should receive... there are a lot of things to work out.

Bilski said the idea of making some changes between now, and finalization, is applicable to Council lady Cid, and probably the rest of this Council.

Franklin said she was under the impression that we were not going to be voting on any of this today, it was just for review only.

Bilski said we are going to do one Reading, that way we can get these friendly amendments offered, prior to the August 9<sup>th</sup> meeting, so the amendments changes, and we will give Attorney Szarmach after we've drafted up something so the Council can work in conjunction with one another, and have the proper Resolution/Ordinance drafted so it appeases everyone at the August 9<sup>th</sup> meeting.

The majority voted "Yes". Motion to approve on First Reading carried 7-0.

In the Matter of Progress Report on Job Descriptions – Tom Dabertin.

#### Discussion

Bilski said we finally got job descriptions started, and this is into the salary scale, so we don't have these issues, and the positions will be built in, and will have the ability to go, as time progresses, and those jobs are eliminated, they go back to original base pay.

Dabertin gave a quick overview of the process that was discussed last Fall. They documented the duties and working qualifications of each position in County Government, compared those job descriptions based on those discussions, and compared those with other positions within, and outside the County, and determined common standards and paying compensations, then developed an evaluation system that allows employees to be awarded on performance, as well as competitive compensation.

Dabertin said, just so you all know, these are completed job descriptions(he held up a pack). He said these are about 230 in this book. There are about another 100 that are in the pipeline. He said that he appreciates the Council inviting him to the meeting today, because the 100, or so that are in the pipeline, all of a sudden got extradited, when they saw what was on the agenda today. He got a lot of calls from people who had been kind of "dragging their feet", and they said they would get those job descriptions back to him, as soon as possible.

He said he thinks they will have the job descriptions done within the next 30 days. He has a meeting with the Judiciary on Wednesday, to finalize theirs.

Some of the things that he has learned through the process so far, these job descriptions are far more encompassing than the ones that were done years ago. Some of the things that they found are that there are a lot of titles in this County. Many of which do not represent comparable work responsibilities or qualifications. He gave an example, by saying that in many offices, positions are designated with different levels. Level 1, Level 2, Level 3. He said there isn't a lot of explanation for that. He said that he thinks that years ago, some office holder figuring out that maybe this was a way to advance certain individuals by giving them a title Level II, Level III. Dabertin said that most of those levels, really there is not a lot of difference. There are a few exceptions. In the Clerk's Office, the Assessor's Office, there is a difference between Level I, and Level II. Some of the offices we have Secretaries, Level I, Secretary, Level II, Secretary, Level II, Dabertin said, they do the same work.

Cid asked, different pay?

Dabertin said, different pay, and that's where the pay band comes in, because I think we are trying to create a pay band system, within the frame-work of what they had to work with. He said there is substantial similarities between the duties and responsibilities of some positions. No surprise, a Secretary, regardless of where they work, many times, is doing the exact same work, throughout the County. A lot of the Clerks' do the same work. Dabertin said that's actually good because it means that the pay band system will be easier to implement than we thought.

He said one of the things that we agreed to do in this first stage, was to start looking at pay within the county, and in other counties. If you look at the ranges that exist, paralegal, not too far off. Supervisor, again, there is some play, if you want to go a lower range of \$30,000, and the high of \$64,000, the top is more than double the lowest entry level.

Dabertin said there are some differences in the pays, and the duties, and responsibilities, and he thinks the pay band system will help bring some sense and explanation to some of those issues.

Dabertin said that Councilman Strong was talking about the top 10 paid positions, and he has a slide that covers that. Of the top 10 most highly compensated positions in the County, are ones of elected officials, which is the Sheriff, five require law degrees, one is the Director of 911, which is a competitive pay position, of course he has now resigned, so we are in a situation of looking, but all of them require a significant amount of experience and qualifications. In fact, looking at what I heard this morning, as far as the Ordinance, there are two positions that you included in your First Reading, that are of the top 10, that we had adjusted, no one else. Dabertin said as we look at other Counties, we promised to look at the 10 largest counties in Indiana, in addition to Lake County, which is the second largest. When you look at the

pay, we are not the pay leader, by any means. In many cases, we are paying a lot less. He said Porter County pays a lot more than we do, we've looked at Marion county.

He said it's difficult to give specific recommendations to the Council, until all of the job descriptions are done. Until we have a good, accurate job description, there is no way we can start giving recommendations to this Body on pay bands, but we are very close to being able to do that.

Bilski said, there is a huge mechanical component for this, that we need to work with Dante, and Ajaz on, because in essence, every year, we will have to zero out everybody's pay, in order to build in a pay schedule, and so payroll...When this Council decides what that job is going to pay, so what we have to be able to do is to zero out everybody's pay, throughout the County completely, then re-enter in the proposed salary range, from that point forward. He said that's where the mechanical side of this is questionable, and how do we, so that way, do we have the software capabilities to do a 10-year progression, with the ability to put on hold in any one given year, within that 10-year period?

Dante said your appropriations will never match the salaries that are built in there, there is going to have to be some lee-way, so there is not going to be a dollar per dollar match there. In business, we used to submit our estimates for our employees up to the finance group, and they then would come back to us and say, "ain't gonna happen this year, we're having a bad year", you'd better knock them down, so they would pretty much give an indication of what to tell our employees, but we would have to submit a range, or estimate, based on our employees, up to the finance department, and they would " earmark" the dollars that we would eventually get.

Bilski said, and then as well, we would need something, I would assume, an Ordinance passed that would say, when position "whatever" terminates, it automatically goes back to beginning salary.

Dabertin said what you should do with a pay band system, you are probably looking at a 25-step pay band system, from the lowest paid person, to the highest paid person, including part-time. So what you would do, is just hypothetically, let's say Dante's position is assigned a number 23 in the 25 pay band. What you would do each year is, the Council would then approve the minimum and the maximum range for that pay band, and his supervisor, which is the Council, would then determine where he falls within that range. Would he move up, would he not move up, depending on performance, and depending on competitive issues, and we or someone else would basically look at the market to see if demand for that position is growing where maybe it has to be adjusted a little bit.

Dante said, then the department, or the Council would get back to Dante, and tell him he is at x amount of dollars, that's how I deal with it.

Bilski asked, do we know, going into this pay band, have we started getting numbers in to Dante so that we would know the cost, obviously we were hoping to do this, and try to implement this for the 2017 budget, but there is no way...

Dabertin said he thinks this is going to take a little bit more time because of some initial slow response on the job descriptions, but it's certainly picked up. He said that he thinks what we need to do is, this Council would need to adopt a formula, sometime this Fall, and give us 6 months to train everyone on how to use those pay bands, and how to apply it, so that next year, at this time, you would be able to adopt a pay band system, and people could start using them come January, 2018. He said it is a shift for a lot of individuals to go from what they've had traditionally, which was to come here and argue about each individual employee, to the point of where they are going to have some responsibility to grade people on their performance, and also look at statistics to see where that pay belongs, and he thinks that's going to take some real training.

Bilski asked Dante, who would he suggest for that pay band, do they need someone from payroll in here? Dante said he will have to think that through. The easiest selection would be to look at these pay bands, go right down the middle, the median, and that's what we appropriate at, and let the revised 144's, and the 1 to 25's, if it's going to be 13 1/2, or 12 1/2, and we just earmark at 12 1/2, and you are going to be half right, and half wrong.

Bilski said, if we get that middle of the road pay band submitted, do we get that dollar, submit it to Dante, so that we can look at an impact, if not in August, October, then we can get an impact for what it would look like for 2017. If we get those total numbers to Dante, and if we can at least do it, call it an impact, on us, to see what we need.

Dante said, shoot mid-range, give him an impact, it may be the same, or more. It will give you a benchmark.

Bilski said we definitely need to have that to happen, and advertise that.

Washington asked what is the cost for doing that? We never got that.

Dabertin said, well the first, for the job descriptions, the first phase is \$38,000 dollars.

He said it was about half of what everybody else quoted, because I am familiar with the County, you were able to save a lot of money on some of the things that we are doing.

Washington asked, is there an additional cost?

Dabertin said, the second phase is basically putting the pay band system together, and do the training, and all of that, so I can't give you a quote on that.

Washington asked, so if somebody makes \$60,000, and the median is \$40,000, will that be a \$20,000 decrease?

Dabertin said no. Let's say that your position is rated at a pay band 10, and the top of pay band 10 is \$40,000, and you're making \$50,000. The Council would then adopt some rules that would basically say, until you got to the top of that pay band, you would be frozen, that's what the private sector does. If, on the other hand, you were below that pay band, let's say you're at \$30,000, when the minimum is \$40,000, the Council would need to adopt a strategy to tell us how we're going to get those people that are below their pay band, into at least, a minimum(inaudible).

Dernulc said, then, what you would work toward is mid-point.

Dabertin told the Council that they had a bit of a pay band system, and didn't realize it when they created 911, because you had 12 different levels. He said the question always was, who is going to determine how many dispatchers we had here, and Bilski and Hamm said, "that's up to the Director" he has to make it work within his budget. Dabertin said, that was actually the first example of pay band, for the County, and it worked very well. Dabertin said, it's just a matter of educating everybody, and making sure they understand how the system works.

Franklin said in looking at all of these proposals, she would also like to see some data on Department Heads, that lost staff. We have people that are doing dual duties now. She would like to see taken under consideration, that some are doing two jobs, that require two people, so that's part of our progress in trying to keep some of the people that we have, in the lower departments. Not the Sheriff, I'm not talking about those. We have some secretaries, we even have some maintenance, that are doing double duties at the pay rate that should not be where they are.

Dabertin said, you are absolutely right, there are a lot of jobs that we found out, when we, again, the use of titles, because of the consolidation, there are people that are listed as a Deputy Clerk, or listed as a Secretary, who is now doing the job of three people, and we look at their position, it doesn't match what somebody else, with that same title is doing, so you are right about that, and that has to be considered.

Bilski said I think we need to have everything departmentalized, allow that elected official to govern that office, and we need to set standards, and pay standards, and granted, there will be certain jobs that will be capped off, you are going to be able to allow a certain amount of money for them to do their job.

Dante said, in business, when he controlled what his staff got, and the Corporation used to give him a growth factor as well, here is the range, plus, "we're having a pretty good year, a 3% on top of that", and the range would move up. He said here, watch out, the bottom line here is, you guys. The bottom line in business was Dante' department, so when he said listen, "all my guys were exemplary, they have more experience, the corporation is going 3% more, on top of that, everybody is getting extinguished performance review, and it's going to cost this department \$35,000, I had to find the \$35,000 dollars. In this environment, you find the \$35,000, and not the department head, so there is going to be a real, real issue there, so watch that issue.

Bilski said you had the luxury of finding the reduction, and we can ask them, and we've done it before, we've gone to the Parks, and asked them to reduce \$1 million dollars, we went to Economic Development, and we eliminated people off the payroll, and put them onto a Grant.

No action taken in this matter.

#### In the Matter of Collective Bargaining Agreement

Bilski explained that after the Council had signed off on the Collective Bargaining Agreement, he received a phone call from Tony Overholt, who said that what we had voted on, there were some scrivener's errors. Bilski said what you have before you now, is the agreed upon document, between our Attorney, Tony Overholt, and Leo Blackwell, for the Correctional Facility. Bilski said, this is the correct document. There were 3 documents floating around. This is the official agreed upon document

Dernulc made the motion, seconded by Hamm to add the Collective Bargaining Agreement to the Agenda. The majority voted "Yes". Strong was "absent". Motion to add to the Agenda carried 6-yes, 1-absent.

Cid made a motion, seconded by Dernulc to approve the Collective Bargaining Agreement, as presented. Dernulc asked Dante if he is okay with the table in there?

Dante answered, yes, unless the tables change, we're good, but he added, there are 2 sets, there is 8 hours, and there is a 12 hour. It's been there for many, many years.

Blanchard added, we had in the Contract, and with an "Exhibit A", but it's right in there now.

Dante said initially, there was a mis-conception that overtime should go down, or shouldn't be in there, he said that was a wrong perception. Your overtime is going up, the 8 hours are in there, OR is in there, so don't expect it to go down, expect it to go up.

Cid said, well, it did go down as a result of the change from 8 to 12 hours.

Dante interjected, four years ago, right.

Cid said so it's just that you have more people working overtime that's caused it to go up, for some, 12-hour shift was a significant reduction in overtime.

The majority voted "Yes". Strong was "absent". Motion to approve the Collective Bargaining Agreement carried 6-yes, 1-absent.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE COUNTY OF LAKE  
LAKE COUNTY, INDIANA

AND

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

AND

THE INDIANA FRATERNAL ORDER OF POLICE  
LABOR COUNCIL, INC.

January 1, 2015 - December 31, 2017

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

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AND  
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**COLLECTIVE BARGAINING AGREEMENT**

**PREAMBLE**

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

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

**PURPOSE**

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

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

**ARTICLE 1. RECOGNITION**

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

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

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

**ARTICLE 2. TERM**

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

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

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

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

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

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

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

**ARTICLE 3. NON-DISCRIMINATION**

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

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

**ARTICLE 4. MANAGEMENT RIGHTS AND RESPONSIBILITIES**

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

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 Sheriffs Department in all its various aspects, including, but not limited to, all rights and authority exercised by the Employer prior to the execution of this Agreement, except as modified in this Agreement.

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

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

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

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

**ARTICLE 5. UNION MEMBERSHIP AND EMPLOYEE RIGHTS**

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

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

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

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

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

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

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

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

**ARTICLE 6. UNION ACTIVITIES**

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

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. Sergeant and Lieutenant salaries are attached to this Agreement.

12-Hour Shifts

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

8-Hour Shifts

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

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

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

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

**ARTICLE 9. PROFICIENCY PAY**

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

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

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

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

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

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

Shift rotations for Correctional Officers working on the 2-2-3 shift shall occur either every 15<sup>th</sup> 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.

**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 the attached settlement agreement in *Fravel v. County of Lake*, Cause No. 2:07-cv-253.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 11. HOLIDAYS**

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

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

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

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

**ARTICLE 12. COURT TIME COMPENSATION**

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

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

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

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

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

**ARTICLE 13. BEREAVEMENT LEAVE**

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

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

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

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

**ARTICLE 14. LONGEVITY PAY**

Section 14.1 Employees shall receive additional compensation in recognition of cumulative service with the Lake County Sheriff's Department. Such additional compensation shall be paid as per the following schedule and in accordance with the Longevity Ordinance in effect.

Completed Years of service	Amount Per Year
5	\$ 220.00
10	\$ 320.00
15	\$ 440.00
20	\$ 620.00
25	\$ 920.00
30	\$1,220.00

**ARTICLE 15. DEPARTMENT SICK LEAVE**

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

A. Sick Leave Minor Illness or Injury

1. Each employee shall receive twelve (12) sick/personal days per year. Sick days are used to cover an employee's own illness or injury and/or doctor appointments related to that illness or injury. Personal days are used when an employee needs to conduct business during scheduled work hours. Permission to obtain personal days must be obtained at least one work day in advance.
  2. In December of each year, employees may carryover nine unused sick/personal days to be used only as sick leave. Employees may accumulate up to 50 days of such sick leave time in this manner consistent with the applicable county personnel policy. Employees shall be paid for accumulated sick/personal leave upon termination, voluntary or involuntary, or retirement.
  3. Any "Report Offs" over the allotted twelve (12) sick/personal days, not recorded as "Major Illnesses" will be considered excessive absenteeism and will result in the following.
    - a. 13th Day Docked one (1) day's pay.
    - b. 14th Day Three (3) day suspension without pay.
    - c. 15th Day Five (5) day suspension without pay.
    - d. 16th Day Cause for dismissal.
  4. Excessive absenteeism in consecutive years may result in additional disciplinary action.
- B. Major Illness or Injury
1. A serious health condition (illness or injury) that makes the employee unable to perform the functions of the position of such employee, for three (3) or more consecutive days shall be classified as a Major Illness or Injury and shall be subject to the following.
  2. Leave from work for any serious health condition is subject to the provisions of the Family Medical Leave Act (FMLA) and the provisions of this Agreement.
  3. To be eligible for such leave, the employee must be an "eligible employee" under the FMLA, which includes having been employed by the employer for at least 12 months for at least 1250 hours of service with the Employer during the previous 12 month period.
  4. The FMLA entitles an eligible employee up to 12 weeks of leave during any 12 month period for specified reasons. If the employee seeks and is otherwise entitled to leave for "a serious health condition that makes the employee unable to perform the function of the position of such employee," such leave shall be unpaid leave, except that an employee shall receive pay for such leave, subject to the provisions of the FMLA and this Agreement. An employee will be paid for

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

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

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

#### **ARTICLE 16. HOURS OF EMPLOYMENT**

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

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

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

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

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

#### **ARTICLE 17. UNIFORM ALLOWANCE**

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

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

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

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

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

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

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

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

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

#### **ARTICLE 18. HEALTH AND LIFE INSURANCE**

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

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

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

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

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

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:

**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.

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

#### **ARTICLE 21. RULES AND REGULATIONS**

Section 21.1 The Union agrees that its member shall comply with all Sheriffs 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.

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

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

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

#### **ARTICLE 22. DUTIES OF CORRECTIONS OFFICERS**

Section 22.1 Employees shall perform only those duties directly related with the operations of the Lake County Jail and the Corrections Division of the Lake County 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. 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.

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

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

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

#### **ARTICLE 24. LEAVES OF ABSENCE WITHOUT PAY**

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

#### **ARTICLE 25. LABOR MANAGEMENT SAFETY COMMITTEE**

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

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

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

#### **ARTICLE 26 SENIORITY, LAYOFF AND RECALL**

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

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

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

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

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

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

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

#### **ARTICLE 27. PERSONNEL FILES**

Section 27.1 A personnel file is defined as that file maintained as the body of documents that is kept as an official record of the Lake County 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.

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

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

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

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

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

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

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

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

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

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

**ARTICLE 28. STRIKE PROHIBITION, NO LOCKOUT**

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

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

**ARTICLE 29. SEVERANCE PAY**

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

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

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

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

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

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

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

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

**ARTICLE 30. PROFESSIONAL STANDARDS**

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

**ARTICLE 31. CONFORMITY TO LAW**

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

Section 31.2 In the event of a determination pursuant to this Article occurs, the parties hereto will meet within thirty (30) days of such determination and attempt to negotiate a lawful alternative to the affected provision.

**ARTICLE 32. JOB POSTING & BIDDING**

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

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

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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lake County Commissioners: **JUL 20 2016**

*Kyle W. Allen Sr.* D.H.  
*Harry Scheuch*

Lake County Council:

*Kristina Cid*  
*John D. ...*  
*Don ...*  
*and Wash ...*  
*Elsie ...*  
*Oliver ...*  
7-12-16

PRESENTED TO  
BOARD OF COMMISSIONERS  
BY LAKE COUNTY AUDITOR

JUL 14 2016 *mjc*



LR12266.0988577 4823-3835-7804v1

In the Matter of Resolution Honoring Casey McNulty – Fifth Grader at James B. Eads Elementary School – State of Indiana Grand Prize Winner in the 2016 Drug Abuse Resistance Education Indiana Poster Contest.

Dernulc made the motion, seconded by Cid to approve. The majority voted “Yes”. Washington was “absent”.

Dernulc said that Casey McNulty and her family weren’t able to make it today, and he will deliver this to the Police Chief of Munster to give to Casey.

Motion carried 6-yes, 1-absent.

**RESOLUTION NO. 16-75**

**RESOLUTION HONORING CASEY MC NULTY,  
THE 2016 DRUG ABUSE RESISTANCE  
EDUCATION INDIANA POSTER CONTEST WINNER**

**WHEREAS,** students and scholars from Lake County, Indiana, have consistently excelled in all matters throughout the State and Country; and

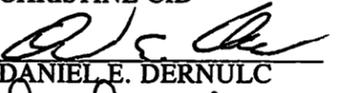
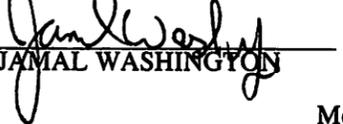
**WHEREAS,** Lake County has generously sent forth its spirited youth to compete in contests in this State, the Nation and the World; and

**WHEREAS,** Lake County is justly proud of its son and daughters who have so willingly taken upon themselves the hardships and disciplines, both physical and mental, which successful participation in competition demands; and

**WHEREAS,** CASEY MC NULTY, a fifth-grader at James B. Eads Elementary School in Munster, was the grand prize winner in the 2016 Dare Abuse Resistance Education Indiana Poster Contest which was open to fifth-graders from Indiana and asked students to create a poster that displayed what they had learned in their DARE classes.

**NOW, THEREFORE, LET IT BE RESOLVED** that the Lake County Council, and all citizens of Lake County extend congratulations and praise to CASEY MC NULTY, for winning the 2016 Drug Abuse Resistance Education Indiana Poster Contest; that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to CASEY MC NULTY.

DULY ADOPTED by the Lake County Council, this 12th day of July, 2016.

 CHRISTINE CID	 TED F. BILSKI, President	 ELSIE FRANKLIN
 DANIEL E. DERNULC		 ELDON STRONG
 JAMAL WASHINGTON		 DAVID HAMM

Members of the Lake County Council

In the Matter of Resolution Permitting the Lake County Sheriff to pay 2013, 2014, and 2015 Jail invoices with 2016 funds in the amount of \$420,041.08 – 001-3100-43120 Medical & Hospital Services.

Dernulc made the motion, seconded by Cid to approve.  
Dernulc said with these, we should be pretty much done with the bills, for the most part.

The majority voted "Yes". Washington was "absent". Motion carried 6-yes, 1-absent.

**RESOLUTION NO. 16-76**

**RESOLUTION PERMITTING LAKE COUNTY SHERIFF  
TO PAY OUTSTANDING 2013, 2014 AND 2015  
JAIL INVOICES/DEBTS FROM THE 2016 BUDGET**

**WHEREAS,** the Sheriff's Department of Lake County is currently operating in the 2016 Budget; and

**WHEREAS,** the following invoices/debts were incurred in the Budget years of 2013, 2014 and 2015 have not been:

<u>001-3100-43120</u>	<u>Medical &amp; Hospital</u>
Methodist Hospital	\$ 391,801.43
American Anesthesiology	2,405.46
Bassem Atassi, M.D.	92.18
Cardio Pulmonary Assoc.	409.81
Chest Diseases Associates	1,643.94
Community Care Network	516.78
CRC East Chicago	242.91
Dermatology Center of NW IN	378.93
DJO	92.62
H & H Health Specialist	439.60
Heart Clinics Professionals	90.94
IDS	86.44
Internal Medicine Center of NW	344.81
Medical Surgical Wellness	143.10
Meth Hosp Cardiographic	97.89
Methodist Northlake	215.12
Methodist Physicians	5,315.78
Nephrology Assoc. Of NI	309.77
Northshore Health Center	6.50
Northwest Emergency Assoc.	4,988.77
Northwest Indiana Nephro	217.47
Northwest Indiana Radiology Serv	1,385.62
Oral Surgery	884.65
Pathology Group	227.53
Podiatric Medical Ssoc.	451.87
Portage Health Clinic	98.56
Dr. Krishman Potti	326.33
Pulmonary Specialist	85.18
Quest Diagnostic	1,024.99
Rehabilitation Medical	155.28
Anekalb Sreeram	2,392.19
Surgical Specialist	<u>3,168.63</u>
	\$ 420,041.08; and

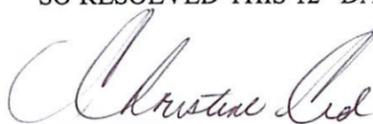
**WHEREAS,** the Sheriff's Department desires to pay the above jail invoices/debts due.

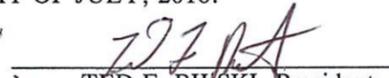
**NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:**

That the Lake County Sheriff's Department shall pay from its 2016 Jail Budget the following jail invoices/debts incurred in the calendar years 2013, 2014 and 2015 as follows:

<u>001-3100-43120</u>	<u>Medical &amp; Hospital</u>
Methodist Hospital	\$ 391,801.43
American Anesthesiology	2,405.46
Bassem Atassi, M.D.	92.18
Cardio Pulmonary Assoc.	409.81
Chest Diseases Associates	1,643.94
Community Care Network	516.78
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	<u>\$ 420,041.08</u>

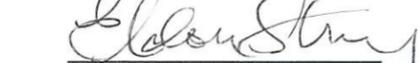
SO RESOLVED THIS 12<sup>th</sup> DAY OF JULY, 2016.

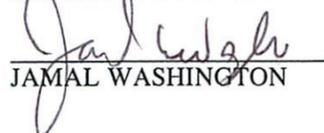
  
CHRISTINE CID

  
PED F. BILSKI, President

  
ELSIE FRANKLIN

  
DANIEL E. DERNULC

  
ELDON STRONG

  
JAMAL WASHINGTON

  
DAVID HAMM

Members of the Lake County Council

In the Matter of Resolution in Opposition to the Great Lakes Trail Basin Railroad Line Project.

Strong made a motion, seconded by Hamm to approve.  
For the record, Councilman Strong read the Resolution into the minutes.  
The majority voted "Yes". Motion carried 7-0.

RESOLUTION NO. 16-77

**RESOLUTION OF THE LAKE COUNTY COUNCIL  
IN OPPOSITION TO THE GREAT LAKES  
TRAIL BASIN RAILROAD LINE PROJECT**

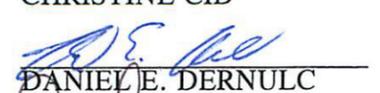
- WHEREAS,** Great Lakes Basin Transportation, Inc. plans to file either a petition for exemption pursuant to 49 U.S.C. Sec. 10502, or an application pursuant to 49 U.S.C. Sec. 10901, seeking authority from the U.S. Department of Transportation's Surface Transportation Board to construct and operate an approximately 278-mile rail line; and
- WHEREAS,** the proposed rail line would extend generally from near LaPorte, Indiana through Illinois to near Milton, Wisconsin and would connect with existing Class I railroads; and
- WHEREAS,** the proposed rail line would run the entire length of Lake County from west to east and would have significant environmental impacts on the County which would include transportation of hazardous materials, closure of local roads, devaluing of property, drainage issues and negative impacts on future land use; and
- WHEREAS,** the construction and operation of the Great Lakes Basin Transportation's rail line would create noise, vibration and considerable safety concerns at all crossings; and
- WHEREAS,** the U.S. Department of Transportation's Surface Transportation Board's Office of Environmental Analysis announced that the comment period to Draft Scope of Study for the Environmental Impact Statement has been extended to July 15, 2016; and
- WHEREAS,** the Lake County Council opposes the Great Lakes Basin Transportation, Inc.'s proposed 278-mile rail line.

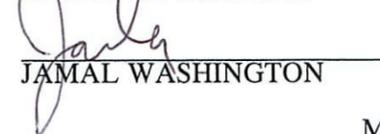
NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Council opposes the Great Lakes Basin Transportation, Inc.'s proposed 278-mile rail line; this Resolution shall be submitted electronically to the Surface Transportation Board ([www.stb.dot.gov](http://www.stb.dot.gov)) reference Docket No. FD 35952 prior to July 15, 2016.

SO RESOLVED THIS 12<sup>th</sup> day of July, 2016.

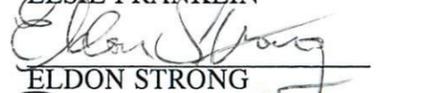
  
CHRISTINE CID

  
DANIEL E. DERNULC

  
JAMAL WASHINGTON

  
TED F. BILSKI, President

  
ELSIE FRANKLIN

  
ELDON STRONG

  
DAVID HAMM

Members of the Lake County Council

In the Matter of Resolution of the Lake County Council Opposing the Enactment of Harmful Federal Trade Agreements.

Bilski made the motion, seconded by Cid to approve.  
Councilman Bilski read the Resolution into the minutes.  
The majority voted "Yes". Motion carried 7-0.

RESOLUTION NO. 16-78RESOLUTION OF THE LAKE COUNTY COUNCIL  
OPPOSING THE ENACTMENT OF HARMFUL FEDERAL TRADE AGREEMENTS

- WHEREAS,** on June 29, 2015, the Bipartisan Congressional Trade Priorities and Accountability Act of 2015 (“TPA”) was signed into law, providing the federal government “fast-track” powers to conduct and conclude federal trade legislation; and
- WHEREAS,** the federal government is currently considering the approval of several proposed trade agreements, to-wit: the Trans-Pacific Partnership Agreement (“TPP”), the Transatlantic Trade and Investment Agreement (TTIP) and the Trade in Services Agreement (“TiSA); and
- WHEREAS,** TPP negotiations have been completed, and the final agreement is awaiting Congressional approval; and
- WHEREAS,** the American Federation of Labor - Congress of Industrial Organizations (AFL-CIO) and United Steelworkers (USW) are encouraging communities nationwide to pass resolutions opposing these proposed trade policies, in particular the TPP, with an exacting focus on the negative impact on labor rights and rules; and
- WHEREAS,** the TPP concerns matters of public policy and fails to meet its stated goals “To promote economic growth, support the creation and retention of jobs, enhance innovation, productivity and competitiveness, raise living standards, reduce poverty in countries, and promote transparency, good governance, and enhanced labor and environmental protections”; and
- WHEREAS,** the TPP critically fails to address currency misalignment, contains feeble auto rules or origin and inadequate state-owned enterprise provisions, provides extraordinary rights to foreign investors and pharmaceutical companies, undermines Buy American Act, weakens labor, environmental health, food safety and financial laws, allows challenges to our laws in international tribunals rather than our own court system, and includes a labor framework that has proved itself ineffective resulting in the certain risks of TPP outweighing its speculative and limited benefits; and
- WHEREAS,** the workers of Lake County, Indiana, are constantly threatened by unfair trade practices, having lost jobs in the steel and related industries; and
- WHEREAS,** the economics of significant Lake County industries are closely linked to trade policy, and unfair policies within the TPP and other proposed agreements will only increase job losses; and

**WHEREAS,** given the enactment of the TPA, citizens have little opportunity to correct shortcomings of these proposed trade policies and Congress cannot follow normal Congressional procedure that permits full hearings and amendments; and

**WHEREAS,** the Lake County Council opposes the enactment of harmful federal trade agreements and desires to call upon our congressional delegation to oppose the same.

NOW, THEREFORE, LET IT BE RESOLVED as follows:

1. The County Council of Lake County, Indiana, respectfully calls upon Senator Daniel Coats, Senator Joe Donnelly and Representative Peter Visclosky to oppose the TPP as currently negotiated, and any similar proposed trade deals, such as the TTIP and TiSA, if they fail to restructure the misguided and failed policies of the past; and
2. The County Council of Lake County, Indiana calls upon our Congressional delegation to support new trade policy that truly promotes economic growth; avoids favoring foreign companies over domestic ones; promotes high standards of protection for workplaces, products, and natural resources; supports the creation and retention of jobs; enhances innovation, productivity and competitiveness; raises living standards; reduces poverty in our country; and promotes transparency, good governance, and enhanced labor and environmental protections; and
3. That a copy of this Resolution be provided to Senator Daniel Coats, Senator Joe Donnelly and Representative Peter Visclosky.

SO RESOLVED THIS 12th DAY OF JULY, 2016.

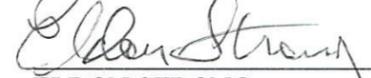
  
TED F. BILSKI, President

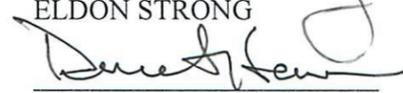
  
CHRISTINE CID

  
DANIEL E. DERNULC

\_\_\_\_\_  
JAMAL WASHINGTON

  
ELSIE FRANKLIN

  
ELDON STRONG

  
DAVID HAMM

Members of the Lake County Council

In the Matter of Ordinance of Lake County Sheriff's Department Off-Duty Employment

Cid made the motion, seconded by Hamm to defer to 8-9-16. The majority voted "Yes". Washington was "absent". Motion to defer carried 6-yes, 1-absent.

In the Matter of Ordinance Amending the Ordinance No. 1031A-1, the Ordinance Establishing Non-Reverting Self Insurance and Insurance Working Funds for Lake County.

Hamm made the motion, seconded by Washington to approve on First Reading.

Cid asked, so this is going to allow you to pay the medical, and hospital bills, even the prior years, without coming before this Council, and just paying them, correct? It will take you off the Resolution to pay old bills, so we will not know what is being paid for prior years, with current dollars?

Blanchard answered, that's correct.

Bilski said I think that's probably the biggest "hang-up" we have on this is, being able to track how much that appropriation is being deducted out of there, what bills, it seems that the issue that's been up here, is

the fact that 2016 funds are being used to pay 2015 bills. By taking this off of the agenda, it doesn't solve the problem, so if a mechanism is put in place, and this contract agency is able to reduce that, it's a benefit to the Sheriff, I think to have that done, and to have that staffing done in which the bills are paid in a more timely fashion. How would we have the ability to track that, and how do we know if we're not simply doing the same thing, it's just another entity?

Blanchard said, these will go to the Oversight Committee, before payment, and...

Dernulc said he would appreciate if we just have one Reading on this today.

Dante asked, you are going to be paying these monies out of the self fund right? Dante said, there is going to be an appropriation, it comes before the Council, so you will see the appropriation, one will be for current.

Cid said you will be paying these bills outright, and we still won't know what's taking from...

Dante said they will have 2 line items. Dante said the request for the appropriation will come from the Jail Oversight, and it will be "earmarked" for old bills. They will have one for current bills, and one for old bills. They will have 2 appropriations.

Washington said you will have a chance to look at it.

Dante said, you will have an appropriation request from this Committee saying that I need an appropriation for current bills, for a certain amount, and we need an appropriation for old bills, for a certain amount, and then you can ask a lot of questions.

Washington said, due to that fact, we just appropriated \$450,000 dollars and some of those bills are from 2013, and 2014, so the issue we have is, we are trying to find a better way to pay these bills, and he understands Council lady Cid' concerns, for us not knowing, but his understanding is, there will be a request for an appropriation, with an explanation that we have old bills that come to a certain amount, and a request for an appropriation for another amount, and at that time, that's when we can get the explanation.

Dante said, and we will have 2 line items. We will ask the Auditor to create 2 line items, one for accrued old bills, and one for current jail-medical bills. We will have 2 line items in this fund.

Cid said, I disagree with this. Right now we just appropriated \$450,000 to the Sheriff, we did see what those bills were. There was also an approval of an appropriation to the Commissioners for \$200 something thousand. We are not going to see those. Those aren't going to be on our agenda next month. They have the money, they are going to pay them out. We are not going to know, and that's what's going to happen with anybody. All these departments have appropriations in their budgets, they pay their bills. Some of them we don't see, the current ones, now the old ones' we do, but with this action, we won't know what's from prior years.

Washington said, "if nothing changes, nothing changes". With that being said, our current system is not working, we just appropriated \$450,000, if I'm not mistaken, Dante where are we at for the year on paying last year' bills for the Jail?

Dante said you will probably be close to a million dollars this year.

Washington said, a million dollars over... Washington said, Dante Rondelli is our financial expert. I am listening to our financial expert, he is telling me something, I understand that Council lady Cid disagrees, and she has her right, but we have Dante Rondelli for a reason.

Dante said just shrink your accrued somehow. You have too much accrued from old bills, that's unacceptable, that's my point. However you get to it, is how you get to it.

Dernulc said we should only have First Reading today.

Sheriff said he is not clear on what's going on here, all of a sudden now, you are throwing the Jail Oversight Committee, which is a recommendation Board, or whatever it is, so, who do the bills go to? Blanchard? Do I have to go for appropriations to the Oversight? Do we just throw everything, we will start throwing them in right away, I will give you a million dollars worth of bills...

Bilski said, I think that's what they were asking for, and I think there has to be a transition period, and that we, we know processing, where they go. Bilski said we don't want to continue to pay a million dollars a year our 2016 funds for 2015, and so forth, or 2014 bills out of 2016.

Bilski said I think we need to have a meeting with the Sheriff's Department, the Commissioners, and everyone involved, who is going to be processing it, so that these bills that are existing, and are "floating around" out there, have a destination point.

Bilski said, I am in favor of approving this on First Reading. He wants to make sure that if we are going to make a transition, that the ground work is done.

Franklin said, when you have paper, and you put it in too many hands, that's where your problems come in because it gets lost here. We need to do what we are charged to do, and that's to oversee. We definitely need someone who is going to be responsible for those bills coming in. We have too many people handling these insurance claims, and we need to simplify that, and it should start in the department because that's where the bills go. If we are trying to hire a person to oversee those bills, I don't think we need several people handling the bills.

Sheriff Buncich said, for the record, he respectfully request that he, and the budget staff be allowed to partake in any further discussions, because he was "blindsided" by this, had no knowledge of what this was about.

Bilsk said we need to make sure that your department is fully aware of what do you do, from this point forward, hopefully, between now, and the August 9<sup>th</sup> meeting, we should have that happen.

Washington said that our job is to make sure we maintain order, in terms of responsibility.

Cid said the Sheriff can not control, this has been an ongoing problem forever because the Sheriff can't control who gets sick in the Jail, who needs medical attention, he can't control that. We are not going to solve this problem by shifting dollars from here to there, that's not it. The Commissioners are going to be here, just as well, asking for more money because the hospital costs are up. It's going to be the same thing, it's the lack of this Council, and you can't. We never know how much to give, because you just can't control the medical costs, you can't. It's not that the Sheriff is going over his budget, there is only so much money there, and then people get sick. Unfortunately the taxpayers have to pay for them, and I know the Sheriff has been trying to get around that, in finding other means, it's not about he is out there spending, he is not out there sending people to the hospital because he wants to...

Franklin said no matter how many times we change the procedure as to how to pay, bottom line, services were given, Lake County Government has to pay those bills. Yes, we are going to take a look at it, but I think we've done a good job in trying to maintain and keep these bills paid, as it relates to the Sheriff, or any other department. It's not just his office, it's every department that you are going to have bills that are laying around, they have not been paid somewhere, or the provider sent them in late. So if we want to have, every time someone comes up with a lot of bills, then we have to have a meeting to pay 3 or 4 bills, it doesn't make sense.

Washington said the question is not about paying bills that's owed. The question is not necessarily about paying the bills, but about receiving the bills from 2013. This is 3 years ago, so if there were services provided 3 years ago, we should have paid it then. He said he would like to pay 2015 bills, at the earliest, in 2016, not 2016 for 2013 bills.

Bilski said he wants to move on, it is obvious that we have a difference of opinion with different Council members, there are some of us who question the capability of the Sheriff's Department, and some of us that don't question the capability of the Sheriff's Department, and their ability to get the bills processed. If we need to put in a new system to try to alleviate that, and let's see if it's a competency issue, and it happens or not, I think that's the direction, that they want to try something new.

The majority voted "Yes". Cid, "No". Motion to approve on First Reading carried 6-yes, 1-no.

In the Matter of Ordinance Establishing the Lake County Rainy Day Restricted Fund – MVH for MVH Transfers Fund, Fund No. 378, a Non-Reverting Fund.

Strong made the motion, seconded by Hamm to approve on First Reading. The majority voted "Yes". Motion to approve on First Reading carried 7-0.

Strong made the motion, seconded by Dernulc to Suspend Rules. The majority voted "Yes". Motion to Suspend Rules carried 7-0.

Strong made the motion, seconded by Cid to approve on Second Reading. The majority voted "Yes". Motion to approve on Second Reading carried 7-0.

**ORDINANCE NO. 1398A**

**ORDINANCE ESTABLISHING THE LAKE COUNTY  
RAINY DAY RESTRICTED - MVH FOR MVH TRANSFERS FUND,  
FUND NO. 378, A NON-REVERTING FUND**

- WHEREAS,** pursuant to I.C. 8-23-30-2, the State of Indiana has established a Local Road & Bridge Matching Grant Fund (Grant Fund) to provide matching grants to local units of government for certain eligible projects; and
- WHEREAS,** pursuant to I.C. 8-23-30-3, a county may apply to the Indiana Department of Transportation (INDOT) for a grant from the Grant Fund for an eligible project; and
- WHEREAS,** existing road funds may be used as County matching funds required by I.C. 8-23-30-3(2) in applying for grants, if the funds are transferred to the County's Rainy Day Fund, established pursuant to I.C. 36-1-8-5.1 for that purpose; and
- WHEREAS,** Lake County's existing road funds include the Motor Vehicle Highway (MVH) reserves; and
- WHEREAS,** the Lake County Council desires to establish the Lake County Rainy Day Restricted - MVH for MVH Transfers Fund, for deposit and use of existing road funds to cover the local match required by I.C. 8-23-30-3(2) in applying for grants from the Grant Fund.

**NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:**

1. That the Lake County Council establishes the Lake County Rainy Day Restricted - MVH for MVH Transfers Fund, Fund No. 378 (Restricted Fund No. 378), a non-reverting Fund.
2. That revenues in the Lake County Motor Vehicle Highway Fund (MVH) may be transferred to Restricted Fund No. 378 for the purpose of using the revenues as the County's match in applying for a Grant from the State Local Road & Bridge Matching Grant Fund (Grant Fund) pursuant to I.C. 8-23-30-3(2).
3. That the Restricted Fund No. 378 shall be subject to the same appropriation process as all other funds that receive tax money.
4. That appropriations made from Restricted Fund No. 378 may be made only upon a finding that the proposed use of the appropriation is consistent with the intent of this Ordinance.

SO ORDAINED THIS 12<sup>th</sup> DAY OF JULY, 2016.

  
CHRISTINE CID

  
TED F. BILSKI, President

  
ELSIE FRANKLIN

  
DANIEL E. DERNULC

  
ELDON STRONG

  
JAMAL WASHINGTON

  
DAVID HAMM

Members of the Lake County Council

In the Matter of Ordinance Amending the Lake County 2016 Salary Ordinance, Ord. No 1389C, Establishing Salary Increases in Commissioners E-911 Fund 399 Department 2901.

Strong made the motion, seconded by Hamm to approve on First Reading. The majority voted "Yes". Washington was "absent". Motion to approve on First Reading carried 6-yes, 1-absent.

Bilski said if we get a Second Reading, we have agreed to go retro at next month's meeting, if necessary.

Dante said it's all set to go for 8-8-16 start date. There will be no retro then.

Dernulc asked, what if it doesn't have a Second Reading today, it won't be retro to 8-8-16?

Bilski said, our meeting is 8-9-16.

Dante said, it will be 8-8-16. It will be fine. You won't have to have any retro's on 8-8-16, if you do it next month.

Cid said that she would like to see this pass on Second Reading today because the reason we are doing this is because of the lack of being able to employ (12) 911 Dispatchers, and to keep them here. Cid said the longer we postpone, the longer we (inaudible), and keep those employees that are here.

Hamm said that he concurs with Council lady Cid.

Strong said, passing this today, or passing this next month, is not going to have any effect on the August 8<sup>th</sup> date. This is Dante' recommendation that we wait until the August meeting to see what develops in the next 30 days, and said that he would like to support that. It's not going to change anything if we do it today, or next month. The outcome will be the same.

Commissioner Repay said, he thinks it will. He said that he believes that every moment makes a difference on this. We all thought that it was sufficient to attract, and retain good talented people. We've experimented now, and come to the realization that it's not working, so it's not going to be any different in August. We are still going to see a loss in people, and the training component of it is a 4-week, a 4 to 8 week training. Every person we lose there, it's really, I'm not one to say public safety, but it is a concern.

Mr. Hitchcock spoke, but it was inaudible.

Repay added, we wanted more, but obviously we are going to wait until budget time. We felt it was very important to do this as soon as possible, so we had a meeting in June, in which he had a conversation with some of his former colleagues, "how fast can we do this?" He said the reason is because we don't want to have the losses that we are experiencing right now. Having those trained individuals are very important.

Dernulc said, my opinion, there is a cost to train people.

Hamm said this will give us that much more time, to advertise these new rates. Hamm said with the Commissioner being the Chairman of the 911, Hamm would like to see the advertisements put out (inaudible).

Strong made the motion, seconded by Dernulc to Suspend Rules. The majority voted "Yes". Washington was "absent". Motion to Suspend Rules carried 6-yes, 1-absent.

Strong made the motion, seconded by Dernulc to approve on Second Reading. The majority voted "Yes". Washington was "absent". Motion to approve on Second Reading carried 6-yes, 1-absent.

ORDINANCE NO. 1389C-10

ORDINANCE AMENDING THE LAKE COUNTY  
2016 SALARY ORDINANCE, ORDINANCE NO. 1389C,  
ESTABLISHING SALARY INCREASES IN  
COMMISSIONERS' E-911 FUND 399 DEPARTMENT 2901

**WHEREAS,** on October 8, 2015, the Lake County Council adopted the Lake County 2016 Salary Ordinance, Ordinance No. 1389C; and

**WHEREAS,** the Lake County Council now desires to amend Ordinance No. 1389C to establish revised Form No. 144 with salary increases for Dispatcher Supervisors (399-2901), effective July 12, 2016.

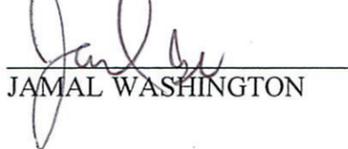
NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

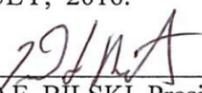
That it be ordained by the Lake County Council that the attached Forms No. 144, Exhibit "A", establishing salary increases for Dispatcher Supervisors (399-2901), effective July 12, 2016, is hereby approved.

SO ORDAINED THIS 12<sup>th</sup> DAY OF JULY, 2016.

  
CHRISTINE CID

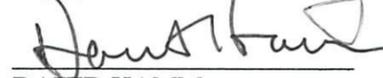
  
DANIEL E. DERNULC

  
JAMAL WASHINGTON

  
TED F. BILSKI, President

  
ELSIE FRANKLIN

  
ELDON STRONG

  
DAVID HAMM

Members of the Lake County Council

Prescribed by State Board of Accounts

County Form No. 144 (1971)

**STATEMENT OF SALARIES AND WAGES  
PROPOSED TO BE PAID OFFICERS AND EMPLOYEES  
CALENDAR YEAR 2016**

COMMISSIONERS E-911 399 2901  
(Name of Office, Department, Board Agency)

LAKE

County, Indiana

The following statement shows the salaries and wages proposed to be paid to officers and employees of the above named office, department, board or agency during the calendar year 2016:

FULL TIME SALARIED OFFICERS AND EMPLOYEES

*aud*

<u>Title of Position or Employee Classification</u>	<u>Amount PRESENT</u>	<u>Amount PROPOSED</u>	<u>Amount DIFFERENCE</u>
<u>JOB CODE # AND POSITION #</u>			
104-001 DISPATCHER SUPERVISOR	\$42,000.00	\$44,000	\$2,000.00
104-002 DISPATCHER SUPERVISOR	\$42,000.00	\$44,000	\$2,000.00
104-003 DISPATCHER SUPERVISOR	\$42,000.00	\$44,000	\$2,000.00
104-004 DISPATCHER SUPERVISOR	\$42,000.00	\$44,000	\$2,000.00
104-005 DISPATCHER SUPERVISOR	\$42,000.00	\$44,000	\$2,000.00
104-006 DISPATCHER SUPERVISOR	\$42,000.00	\$44,000	\$2,000.00
<b>TOTAL</b>	<b>\$252,000</b>		<b>\$12,000.00</b>

PART TIME AND HOURLY RATED EMPLOYEES

<u>Title of Position or Employee Classification</u>	<u>Rate of Pay</u>
_____	\$ _____ Per _____

show rate of pay per month, week, day, hour, etc.

Submitted by:

*[Signature]*  
\_\_\_\_\_  
(Signature)  
*FINANCE*  
\_\_\_\_\_  
(Title)

Date 6/21/2016

NOTES:

- (1) This statement must be filed IN DUPLICATE with the County Auditor on or before July 1 each year for salaries and wages to be paid in the ensuing year.
- (2) The number and salaries to be paid full time officers and employees must be fixed by the County Council. The rates of pay for part time and hourly employees shall likewise be fixed by the County Council but the number to be employed is limited only by the funds appropriated therefore; thus, the amount to be requested in the budget for part time and hourly employees need not be included in this statement
- (3) The County Auditor shall complete the reserve side of this of this form and return one copy to the officer or head of the department, board or agency within 3 days after action thereon by the County Council.

**Exhibit A**

In the Matter of Ordinance Amending the Lake County 2016 Salary Ordinance, Ord. No. 1389C, Establishing Salary Increases in Commissioners E-911 Fund 014 Department 2901

Strong made the motion, seconded by Cid to approve on First Reading. The majority voted "Yes". Washington was "absent". Motion to approve on First Reading carried 6-yes, 1-absent.

Strong made the motion, seconded by Cid to Suspend Rules. The majority voted "Yes". Washington was "absent". Motion to Suspend Rules carried 6-yes, 1-absent.

Strong made the motion, seconded by Cid to approve on Second Reading. Strong asked Mr. Hitchcock, these are for your Dispatchers, and your Supervisors, am I correct? Mr. Hitchcock answered, "that is correct".

The majority voted "Yes". Washington was "absent". Motion to approve on Second Reading carried 6-yes, 1-absent.

ORDINANCE NO. 1389C-11

ORDINANCE AMENDING THE LAKE COUNTY  
2016 SALARY ORDINANCE, ORDINANCE NO. 1389C,  
ESTABLISHING SALARY INCREASES IN  
COMMISSIONERS' E-911 FUND 014 DEPARTMENT 2901

**WHEREAS,** on October 8, 2015, the Lake County Council adopted the Lake County 2016 Salary Ordinance, Ordinance No. 1389C; and

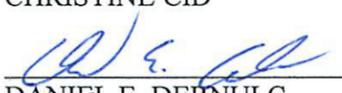
**WHEREAS,** the Lake County Council now desires to amend Ordinance No. 1389C to establish revised Form No. 144 with salary increases for Dispatchers (014-2901), effective July 12, 2016.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

That it be ordained by the Lake County Council that the attached Forms No. 144, Exhibit "A", establishing salary increases for Dispatchers (014-2901), effective July 12, 2016, is hereby approved.

SO ORDAINED THIS 12<sup>th</sup> DAY OF JULY, 2016.

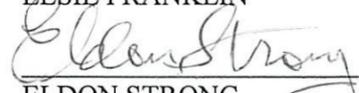
  
CHRISTINE CID

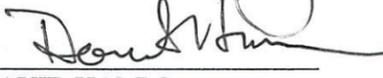
  
DANIEL E. DERNULC

  
JAMAL WASHINGTON

  
TED F. BILSKI, President

  
ELSIE FRANKLIN

  
ELDON STRONG

  
DAVID HAMM

Members of the Lake County Council

Prescribed by State Board of Accounts

County Form No. 144 (1971)

**STATEMENT OF SALARIES AND WAGES  
PROPOSED TO BE PAID OFFICERS AND EMPLOYEES  
CALENDAR YEAR 2016**

COMMISSIONERS E-911 014 2901  
(Name of Office, Department, Board Agency)

LAKE

County, Indiana

The following statement shows the salaries and wages proposed to be paid to officers and employees of the above named office, department, board or agency during the calendar year 2016:

**FULL TIME SALARIED OFFICERS AND EMPLOYEES**

*07/12/16*

<u>Title of Position or Employee Classification</u>			
<u>JOB CODE # AND POSITION #</u>	<u>\$ PRESENT</u>	<u>\$ PROPOSED</u>	<u>\$ DIFFERENCE</u>
420-001 DISPATCHER 1	\$28,000.00	\$30,000	\$2,000.00
420-002 DISPATCHER 1	\$28,000.00	\$30,000	\$2,000.00
420-003 DISPATCHER 1	\$28,000.00	\$30,000	\$2,000.00
420-004 DISPATCHER 1	\$28,000.00	\$30,000	\$2,000.00
420-005 DISPATCHER 1	\$28,000.00	\$30,000	\$2,000.00
420-006 DISPATCHER 1	\$28,000.00	\$30,000	\$2,000.00
420-007 DISPATCHER 1	\$28,000.00	\$30,000.00	\$2,000.00
420-008 DISPATCHER 1	\$28,000.00	\$30,000.00	\$2,000.00
420-009 DISPATCHER 1	\$28,000.00	\$30,000.00	\$2,000.00

**PART TIME AND HOURLY RATED EMPLOYEES**

<u>Title of Position or Employee Classification</u>	<u>\$</u>	<u>Rate of Pay</u>	
_____	\$ _____	Per	_____
_____	\$ _____	Per	_____
_____	\$ _____	Per	_____
_____	\$ _____	Per	_____
_____	\$ _____	Per	_____

How rate of pay per month, week, day, hour, etc.

Submitted by:

*[Signature]*  
(Signature)  
\_\_\_\_\_  
(Title)

Date 6/21/2016

**NOTES:**

- (1) This statement must be filed IN DUPLICATE with the County Auditor on or before July 1 each year for salaries and wages to be paid in the ensuing year.
- (2) The number and salaries to be paid full time officers and employees must be fixed by the County Council. The rates of pay for part time and hourly employees shall likewise be fixed by the County Council but the number to be employed is limited only by the funds appropriated therefore; thus, the amount to be requested in the budget for part time and hourly employees need not be included in this statement
- (3) The County Auditor shall complete the reserve side of this of this form and return one copy to the officer or head of the department, board or agency within 3 days after action thereon by the County Council.

**Exhibit A**

In the Matter of Ordinance Establishing the Local Road and Bridge Matching Grant Fund, a Non-Reverting Fund

Franklin made the motion, seconded by Hamm to approve on First Reading. The majority voted "Yes". Motion to approve on First Reading carried 7-0.

Hamm made the motion, seconded by Washington to Suspend Rules. The majority voted "Yes". Motion to Suspend Rules carried 7-0.

Franklin made the motion, seconded by Hamm to approve on Second Reading. The majority voted "Yes". Motion to approve on Second Reading carried 7-0.

**ORDINANCE NO. 1398B**

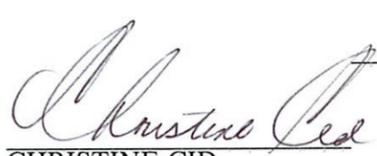
**ORDINANCE ESTABLISHING THE LAKE COUNTY LOCAL ROAD AND BRIDGE MATCHING GRANT FUND, A NON-REVERTING FUND**

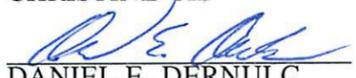
- WHEREAS**, pursuant to I.C. 36-2-3.5-5, the County Council shall adopt ordinances to promote efficient County Government; and
- WHEREAS**, pursuant to I.C. 36-2-5-2(b), the County Council shall appropriate money to be paid out of the County Treasury, and money may be paid from the County Treasury only under appropriation made by the County Council, except as otherwise provided as law; and
- WHEREAS**, the Lake County Council desires to establish by ordinance all funds within the County Treasury, from which appropriations and transfers require County Council approval; and
- WHEREAS**, pursuant to I.C. 8-23-30-2, the State of Indiana has established a Local Road & Bridge Matching Grant Fund (Grant Fund) to provide matching grants to local units of government for certain eligible projects; and
- WHEREAS**, pursuant to I.C. 8-23-30-3, a county may apply to the Indiana Department of Transportation (INDOT) for a grant from the Grant Fund for an eligible project; and
- WHEREAS**, the Lake County Council desires to create a Lake County Local Road and Bridge Matching Grant Fund for the deposit of matching grant funds received pursuant to I.C. 8-23-30-3(2).

**NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:**

1. That the Lake County Local Road and Bridge Matching Grant Fund, a non-reverting fund, is established for the deposit of matching grant funds received pursuant to I.C. 8-23-30-3(2).
2. That the Matching Grant Funds shall be used for certain eligible projects as provided in I.C. 8-23-30-2.
3. That pursuant to I.C. 36-2-5-2(b), the Lake County fiscal body shall appropriate all money to be paid out of the fund, except as otherwise provided by law.
4. Any money remaining in the fund at the end of the year shall not revert to any other fund but continues in the Lake County Local Road and Bridge Matching Grant Fund.

SO ORDAINED THIS 12<sup>th</sup> DAY OF JULY, 2016.

  
CHRISTINE CID

  
DANIEL E. DERNULC

\_\_\_\_\_  
JAMAL WASHINGTON

  
TED F. BILSKI, President

  
ELSIE FRANKLIN

  
ELDON STRONG

  
DAVID HAMM

Members of the Lake County Council

In the Matter of Plan Commission – Plan Commission Ordinance No. 2475.

Strong made the motion, seconded by Cid to approve Plan Commission Ordinance 2475 – Zora Sajm, Owner/Petitioner dated 6-15-16 , A1 to R1.

Dernulc said he will be “abstaining”. This is his sister, and brother-in-law, and it’s his Mother that is asking for this.

The majority voted “Yes”. Dernulc, “abstained”. Motion to approve carried 6-yes, 1-abstention.

ORDINANCE #2475  
OF THE COUNTY OF LAKE

AN ORDINANCE TO AMEND the Certified Zoning Maps of the County of Lake, Indiana to make provisions for a ZONE CHANGE (Lake County Plan Commission recommended in favor June 15, 2016).

BE IT ORDAINED by the County Council of Lake County, Indiana as follows:

ZONE CHANGE from A-1 (Agricultural Zone) to R-1 (One-Family Zone) owned and petitioned by SORA SAJN the purpose of residential development on the following described property:

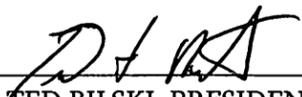
General Location: Located approximately 2/10 of a mile north of 137th Avenue on the east side of Delaware Street, a/k/a 13555 Delaware Street in Center Township.

Legal: The North 297 feet of the South 957 feet of the West 660 feet of the East Half of the Northwest Quarter of Section 27, Township 34 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, containing 4.5 acres more or less.

IS HEREBY   X   \_\_\_\_\_ BY THE COUNTY COUNCIL  
APPROVED DENIED REMANDED

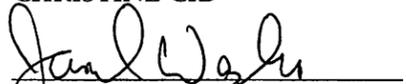
OF LAKE COUNTY, INDIANA, THIS 12th DAY OF July, 2016.

MEMBERS OF THE LAKE COUNTY COUNCIL

  
\_\_\_\_\_  
TED BILSKI, PRESIDENT

  
\_\_\_\_\_  
ELSIE FRANKLIN

  
\_\_\_\_\_  
CHRISTINE CID

  
\_\_\_\_\_  
JAMAL WASHINGTON

  abstain    
\_\_\_\_\_  
DANIEL DERNULC

  
\_\_\_\_\_  
ELDON STRONG

  
\_\_\_\_\_  
DAVID HAMM

In the Matter of Letter- Town of Munster

Bilski said that there was a letter from the Town of Munster, and the purpose of the letter was to commend Jody Richmond for her assistance in providing a Presentation, for our residents, and Active Shooter Awareness on Sunday, June 20, 2016, at the Munster Centennial Club House.

The said that over 80 residents attended this presentation, which provided them with valuable information on how to respond, if they were ever involved with an active shooter situation, in their workplace, or other areas.

Bilski said this came to the Council from the Dare Prevention Officer, Elementary School, Resource Officer.

Bilski added, it's always nice when someone from our department gets a positive response.

Dante gave an update on the Internal Controls. He said that Crowe Horwath was here in a meeting with the Core-14. They spent about an hour with them, those also in attendance were Data Processing, Auditor, along with Dante. He said they are taking a lead on that, the Council should have some kind of

Policy on Internal Controls by fall. They are going go the simplistic route, and have training, hopefully conducted by the Auditor's Office. It's going to be the webinar, and he said the Auditor can not split the cost with us. They consigned that to another special project. Dante said that he may have to ask for a transfer next month, for as much as \$10,000 to \$20,000 dollars. The Auditor can't pay for their half, so he has to go to Plan B, which is a transfer. He said the Auditor spent the money for something else, they can't split the cost.

Jim Basala, from the Lake County Parks Department was present, and he said that they came to the meeting because he had never been to a Council meeting before, and if you have any questions, feel free to contact us.

#### Public Portion

Wayne Weitbrook, a citizen of Lowell, IN said he appreciates and thanks the Council for the vote on the train, he said we just don't need the train. It's not an economic addition to any Town. He also appreciates the Council thoughts on the TPP, he said may not agree, but he appreciates your thoughts. He also gave a suggestion on salary increases.

Vern Beck, Union President for Nipsco Workers, thanked the Council for passing the Resolution to Oppose the TPP. He said, as a steelworker, a Nipsco worker, we spend, out of our union dues, anywhere from \$70 to \$90 million dollars, out of our union dues fighting the trade deals in Washington, with our USW lobbyists, and legislative people, so the Trade Commission hasn't filed a violation, up until this year, in over 30 years, they left it up to the unions, and mostly united steelworkers. Northwest Indiana is considered the most industrial area in the nation. He said by opposing this, this sends out for us, United Steelworkers, a very strong message because the current trade policies of NAFTA, have been devastating. We've lost over 7,000 jobs in District 7, which is Northern Indiana, in the last 2 years, due to these trade policies. That's a huge cut of 7,000. If these policies continue, there are 6 major users up here that make up 2% of the Nipsco customer base, that's over 50% of their revenue. So when we lose those mills, that could mean heavy layoffs for us, and that's my concern as a Nipsco(inaudible) resident. But it also affects the community because it's heavily relied on, and cascades out in the communities.

Mr. Beck said, he came here, hoping for the opportunity to speak, and said the Council did a wonderful job, in voting 7-0.

Joe Hero, said that he would like to see the County pass an Ordinance, where you have different Boards and Agencies, some Boards, or Agencies, when they have public comment, they don't put it in their minutes, they leave it blank. He said, a lot of these issues that come up are not recorded, things that come from the public. He said that's what goes on with the County Election Board. He said when the public comes up, with complaints, they have a court reporter, whom they tell "don't write it", so the minutes never reflect the public comments. He said that raises issues of like, are you covering something up, when people from the public come and complain about something. He thinks the County Council, because you are both the legislative and financial Body, need to have an Ordinance requiring all of the Boards and Commissions to accurately do their minutes, and not exclude public comments, because that's definitely part of the meeting.

Bilski said, you are wrong. At this Council meeting, when we open the floor for remonstrations, they are included in the minutes. He said there are times, it has nothing to do with this Body of Government, but a lot of times, we will refer them to the Commissioners, who are the Executive Branch.

Mr. Hero said, I understand, but I am talking about other areas. You are the legislative Body, and you do the Ordinances, and I think it should be put in the form of an Ordinance, that requires the public comments, by the people that don't do it right now.

Mr. Hero said a lot of people come and complain, and their complaints are ignored in the minutes, so there is no record that somebody complained, so I am just asking you to see if your lawyer can do an Ordinance that requires that, that's what happens in a meeting.

Number 2, Mr. Hero said that because you are both the fiscal and legislative body, in a sense, there is another issue that's come up, and it goes to the civil rights of the people in Gary.

Mr. Hero said, I think it's important that everybody be treated equally, and when what has occurred, what I seen happened in that the County Election Board, for this last May 3<sup>rd</sup> election, they suppressed the slate of the Gary Democratic Precinct Organization. They put an order out that confiscated those slates, okay? And I personally believe that's illegal, because what's happened in Marian County, the County Election Board has been sued twice, for doing exactly the same thing, so I think what that does is take the Gary voting block, out of the election, when they confiscate those slates. He said, I can't go to the Election Board and complain, because I have no standing, but I think what you can do, as a legislative body, is, I would ask you to ask the State Police to investigate the confiscation of those slates, and suppressing voters from Gary, because if they do it in Gary, they can do it all over the county.

Mr. Hero said also on May 3<sup>rd</sup>, they had political signs, and they were confiscated, which I think was illegal too, so I am asking you to make a simple decision to ask the State Police to investigate what I'm talking about. As this legislative body, conduct an investigation, and they can verify what I'm saying, and because

you are the only people to go to about this kind of stuff, because it's very important to elections, you have to make sure that the standards are right. It affects the people of Gary, because they can shut down any precinct organization by doing this.

Franklin disagreed with Mr. Hero. She said there were no steps made by the Precinct Organization to suppress any voting rights of the citizens of Gary. She said many of them did not know that, that was an illegal slate. Franklin said, that slate was not authorized, or approved by the Captains of the District, in the City of Gary. The City Chair did not take that slate before the Body. It was not done. It was an illegal slate, and was not one that was approved by the Organization. They did do what they were supposed to do, and that was to go to the Office, that is responsible for reviewing those slates. It was not registered properly, so therefore, that was why that slate was suppressed. They took it off because it was not a legal slate being passed out to certain precincts. It was done city-wide. It did not go to all of the Captains of the Districts, it only went out to certain areas of the City of Gary. The voters were not suppressed. They were not denied the right to vote. They voted, and didn't even know a slate was out there. Franklin said, I certainly didn't know the day before the election that somebody was out there passing that slate out.

Bilski said we will ask our Attorney to look into this matter, and verify what you are saying is true. The Council has to do our due diligence, the Council Attorney will work with the representatives of the City of Gary, as well as Council lady Franklin, and Councilman Washington, and find out where they are at, what's been done, what has transpired, and at that point, based on our legal counsel, at that point, a recommendation from our Attorney, and how to move forward with this.

Attorney Szarmach said, what you're asking us to do, is either in a letter, or in a Resolution, asking the State Police to investigate a situation?

Mr. Hero said, yes.

Attorney Szarmach asked Mr. Hero to send him an e-mail with your bullets on what you are requesting.

There being no further business to come before the Council, it was moved, and seconded that the Council now adjourn, to meet again as required by law.

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President, Lake County Council

ATTEST:

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John Petalas,  
Lake County Auditor

