

Board met in due form with the following members present: Rudolph Clay, and Gerry Scheub. They passed the following orders, to wit:

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

A courtesy copy of the agenda and notice of this meeting was faxed by Brenda Koselke to the Times in Hammond and Crown Point, the Post Tribune, WJOB Radio Station, the Crown Point Star, Cable Regional News Channel 3, Pilcher Publishing and the Valparaiso media on the 21st day of December, 2005 at about 4:00 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 21st day of December, 2005 at about 4:00 p.m.

Order#1 – Agenda #5A

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

Clay made a motion, seconded by Scheub, to approve the opening of the Bids and Proposals. Motion passed 2-0, Commissioner DuPey absent.

Order#2 – Agenda #5C

In the Matter of Notices/Agenda: Deletions to Agenda for a Special Meeting.

DuPey made a motion, seconded by Clay, to approve the Deletions of Item #7 – Bids for the year 2006 for the following under advisement: Aggregate (Limestone) Delivered, Aggregate (Limestone) Picked Up, Back-Fill Material "B" Borrow Delivered; Concrete Curb & Gutter Removal & Replacement, Open Graded Bituminous Polymer Emulsion Mix for Patching (Picked Up). Motion passed 2-0, Commissioner DuPey absent.

Order#3 – Agenda #5D

In the Matter of Notices/Agenda: Approval of Final Agenda.

Clay made a motion, seconded by Scheub, to approve the final agenda. Motion passed 2-0, Commissioner DuPey absent.

Order#4 – Agenda #5E

In the Matter of Notices/Agenda: Certificate of Service of Meeting Notice.

Clay made a motion, seconded by Scheub, to accept and make a matter of public record the certificate of service of meeting notice. Motion passed 2-0, Commissioner DuPey absent.

Order#5 – Agenda #6

In the Matter of Tax Delinquent Vendors.

No Action was taken on the above matter. They are still checking them out.

Order#6 – Agenda #8

In the Matter of Proposals: L.C. Highway Dept. – Street Lighting and Traffic Signalization Maintenance for the year 2006.

Clay made a motion, seconded by Scheub, to accept the recommendation of the Highway Superintendent to approve Midwestern Electric, Inc. with \$20,857.68 for the Street Lighting and Traffic Signalization Maintenance for the year 2006. Motion passed 2-0, Commissioner DuPey absent.

December 28, 2005

Lake County Board of Commissioners
Lake County Government Center
2293 North Main Street
Crown Point, IN 46307

ATTN: Gerry J. Scheub, President

Re: Annual Maintenance for Street Lighting and Traffic Signalization

Honorable Commissioners:

The Lake county Highway Department has reviewed the proposals opened at your meeting of Wednesday, December 14, 2005, for the annual maintenance of streetlights and traffic signals owned and operated by Lake County. Based upon our review, the Highway Department recommends award of the annual maintenance contracts for both the Street Lighting and Traffic Signalization to Midwestern Electric Company, Inc. the most responsive bidder (only bid received), in the following amounts:

	Street Lighting	Traffic Signals
Midwestern Electric Company		
Routing Maintenance	\$3,248.64	\$7,831.68
Periodic Inspections		\$748.56
Annual Lamp Change-Out		\$1,812.40

Order#6 – Agenda #8 (Cont'd)

Conflict Monitor Test		\$1,720.00
Group Replacement and Inspection	\$5,486.04	
Total	\$8,735.04	\$12,122.64

The total cost for the Routine Annual Maintenance of the Street Lights and Traffic Signals is \$20,857.68.

Respectfully submitted,
 Marcus W. Malczewski, Superintendent

Order#7 – Agenda #12 & 13

In the Matter of Proposals: L.C. Sheriff – Bread and Dairy Products.

Clay made a motion, seconded by Scheub, to table the Proposals for the L.C. Sheriff for Bread and Dairy Products. Motion passed 2-0, Commissioner DuPey absent.

Order#8 – Agenda #14

In the Matter of L.C. Emergency Management: Seek Proposals for Outside Cameras for the A Building and B Building at the Lake County Government Center.

Clay made a motion, seconded by Scheub, to approve the seeking of proposals for the L.C. Emergency Management for Outside Cameras for the A Building and B Building at the Lake County Government Center, from the following vendors, and ordered same to be returned Wednesday, January 18, 2006 by 9:30 a.m. Motion passed 2-0, Commissioner DuPey absent.

Miller Electronic, Phil & Son's, and Tri Electronics

Order#9 – Agenda #15

In the Matter of L.C. Data Processing – Maintenance Support Agreement with Elections System Software, Inc. for maintenance support for Mega Profile Plus Geo Elections for the period of January 1, 2006 to June 30, 2006 in the amount of \$30,196.06.

Clay made a motion, seconded by Scheub, to approve Maintenance Support Agreement between the L.C. Data Processing and Elections System Software, Inc. for maintenance support for Mega Profile Plus Geo Elections for the period of January 1, 2006 to June 30, 2006 in the amount of \$30,196.06. Motion passed 2-0, Commissioner DuPey absent.

Order#10 – Agenda #16

In the Matter of L.C. Building Manager – Pigeon Control Agreement with Monroe Pest Control Co., Inc. for the year 2006 in an amount not to exceed \$780.00 at the rate of \$65.00 per month.

Clay made a motion, seconded by Scheub, to approve the Pigeon Control Agreement between the L.C. Building Manager and Monroe Pest Control Co., Inc. for the year 2006 in an amount not to exceed \$780.00 at the rate of \$65.00 per month. Motion passed 2-0, Commissioner DuPey absent.

Order#11 – Agenda #17

In the Matter of L.C. Plan Commission – Release and Resolution for the Performance Bond for the Enclave, Unit 3 (Irrevocable Letter of Credit No. 429) in the amount of \$284,780.00.

Clay made a motion, seconded by Scheub, to approve the L.C. Plan Commission's Release and Resolution for the Performance Bond for the Enclave, Unit 3 (Irrevocable Letter of Credit No. 429) in the amount of \$284,780.00. Motion passed 2-0, Commissioner DuPey absent.

RELEASE

WHEREAS, KWM PROPERTIES LLC, principal has on the 7th day of April 2004 filed a Performance Bond in the form of an Irrevocable Letter of Credit No. 429 Issued by Sand Ridge Bank in the amount of Two Hundred Eighty Four Thousand Seven Hundred Eighty and 00/100 Dollars (\$284,780.00) for required Improvements in THE ENCLAVE, UNIT 3.

The Board of Commissioners of the County of Lake does hereby release the Performance Bond in the form of an Irrevocable Letter of Credit No. Credit No. 429 Issued by Sand Ridge Bank in the amount of Two Hundred Eighty Four Thousand Seven Hundred Eighty and 00/100 Dollars (\$284,780.00) effective this date.

DATED 28TH DAY OF DECEMBER, 2005

BOARD OF COMMISSIONERS, COUNTY OF LAKE
 GERRY SCHEUB, PRESIDENT
 RUDOLPH CLAY, COMMISSIONER

RESOLUTION

Before the Board of Commissioners of the County of Lake

Re: FINAL INSPECTION – THE ENCLAVE, UNIT 3

WHEREAS, The County Plan Commission, and the Lake County Highway Department, have examined and filed a written report approving completion of improvements in THE ENCLAVE, UNIT 3.

Order#11 – Agenda #17 (Cont'd)

The BOARD OF COMMISSIONERS of the County of Lake does hereby make final acceptance of said improvements as of this date.

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 28TH DAY OF DECEMBER, 2006

BOARD OF COMMISSIONERS, COUNTY OF LAKE
GERRY SCHEUB, PRESIDENT
RUDOLPH CLAY, COMMISSIONER

Order#12 – Agenda #18

In the Matter of L.C. Plan Commission – Maintenance Bond in the form of an Irrevocable Letter of Credit No. 2400002388 in the amount of \$56,956.00 for the Enclave, Unit 3.

Clay made a motion, seconded by Scheub, to approve the L.C. Plan Commission's Maintenance Bond in the form of an Irrevocable Letter of Credit No. 2400002388 in the amount of \$56,956.00 for the Enclave, Unit 3. Motion passed 2-0, Commissioner DuPey absent.

Date: January 18, 2006
SUBDIVISION: The Enclave Unit 3
BONDING COMPANY: Sand Ridge Bank
PETITIONER: KWM Properties, LLC

The Board of Commissioners of the County of Lake does hereby make acceptance of said Bond as of this date.

TOTAL: \$56,956.00

Available by your drafts on us at sight.

All of which is hereby resolved and adopted this 28th day of December, 2006.

ENTERED IN BOND BOOK NO. AND PAGE NO.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
GERRY SCHEUB, PRESIDENT
RUDOLPH CLAY, COMMISSIONER

ATTEST: PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

Order#13 – Agenda #19

In the Matter of L.C. Plan Commission – Maintenance Bond, Bond No. 5003055 in the amount of \$85,550.00 for improvements in Misty Hills Estates, Unit 1.

Clay made a motion, seconded by Scheub, to approve the L.C. Plan Commission's Maintenance Bond, Bond No. 5003055 in the amount of \$85,550.00 for improvements in Misty Hills Estates, Unit 1. Motion passed 2-0, Commissioner DuPey absent.

Date: January 18, 2006
SUBDIVISION: Misty Hills Estates, Unit 1
BONDING COMPANY: Bond Safeguard Insurance Company
PETITIONER: Edward Prium

The Board of Commissioners of the County of Lake does hereby make acceptance of said Bond as of this date.

TOTAL: \$85,550.00

Available by your drafts on us at sight.

All of which is hereby resolved and adopted this 28th day of December, 2005.

ENTERED IN BOND BOOK NO. AND PAGE NO.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
GERRY SCHEUB, PRESIDENT
RUDOLPH CLAY, COMMISSIONER

ATTEST: PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

Order#14 – Agenda #20

In the Matter of L.C. Plan Commission – Release and Resolution for the Performance Bond for Misty Hills, Unit 1 (#5001693) in the amount of \$427,765.00.

Clay made a motion, seconded by Scheub, to approve the L.C. Plan Commission's Release and Resolution for the Performance Bond for Misty Hills, Unit 1 (#5001693) in the amount of \$427,765.00. Motion passed 2-0, Commissioner DuPey absent.

RELEASE

WHEREAS, EDWARD PRIUM DBA PRIUM DEVELOPMENT CORP., principal has on the 18th day of September 2002 filed a Performance Bond (No. 5001693) Issued by Bond Safeguard Insurance Company in the amount of Four Hundred Twenty Seven Thousand Seven Hundred Sixty Five and 00/100 Dollars (\$427,765.00) for required improvements in MISTY HILLS, UNIT 1.

Order#14 – Agenda #20 (Cont'd)

The Board of Commissioners of the County of Lake does hereby release the Performance Bond (No. 5001693 Issued by Bond Safeguard Insurance Company in the amount of Four Hundred Twenty Seven Thousand Seven Hundred Sixty Five and 00/100 Dollars (\$427,765.00) for required improvements in MISTY HILLS, UNIT 1 effective this date.

DATED 28TH DAY OF DECEMBER, 2005

BOARD OF COMMISSIONERS, COUNTY OF LAKE
GERRY SCHEUB, PRESIDENT
RUDOLPH CLAY, COMMISSIONER

RESOLUTION

Before the Board of Commissioners of the County of Lake

Re: FINAL INSPECTION – MISTY HILLS, UNIT 1

WHEREAS, The County Plan Commission, and the Lake County Highway Department, have examined and filed a written report approving completion of improvements in MISTY HILLS, UNIT 1.

The BOARD OF COMMISSIONERS of the County of Lake does hereby make final acceptance of said improvements as of this date.

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 28TH DAY OF DECEMBER, 2006

BOARD OF COMMISSIONERS, COUNTY OF LAKE
GERRY SCHEUB, PRESIDENT
RUDOLPH CLAY, COMMISSIONER

Order#15 – Agenda #23A

In the Matter of E-9-1-1: Lake Hills Volunteer Fire Department in the amount of \$15,028.64.

Clay made a motion, seconded by Scheub, to approve the E-9-1-1's Lake Hills Volunteer Fire Department in the amount of \$15,028.64. Motion passed 2-0, Commissioner DuPey absent.

Order#16 – Agenda #24B

In the Matter of Reconsideration of bid awards made December 14, 2005: Rescind Printing bids Classes 1,2,4,5,8.

Clay made a motion, seconded by Scheub, to approve to rescind the Printing Bids for Classes 1,2,4,5,8. Motion passed 2-0, Commissioner DuPey absent.

Order#17 – Agenda #24A

In the Matter of Bid Certification Letters from the L.C. Sheriff's Office.

Clay made a motion, seconded by Scheub, to accept and make a matter of public record the Bid Certification Letters from the L.C. Sheriff's Office. Motion passed 2-0, Commissioner DuPey absent.

Order#18 – Agenda#25

In the Matter of Resolution of the Board of Commissioners of the County of Lake, Indiana approving the issuance of a third series of tax anticipation warrants for 2005.

Clay made a motion, seconded by Scheub, to approve the Resolution of the Board of Commissioners of the County of Lake, Indiana approving the issuance of a third series of tax anticipation warrants for 2005. Motion passed 2-0, Commissioner DuPey absent.

Res# 05-11

COUNTY OF LAKE, INDIANA

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE, INDIANA, APPROVING THE ISSUANCE OF A THIRD SERIES OF TAX ANTICIPATION WARRANTS FOR 2005

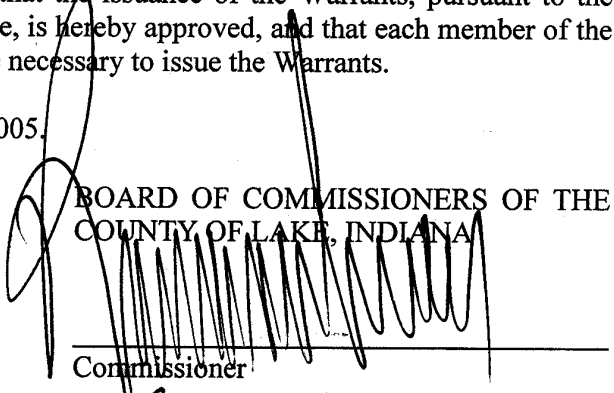
WHEREAS, on December 14, 2005, the Lake County Council adopted an ordinance (the "Ordinance") authorizing the issuance of tax anticipation warrants (the "Warrants") in principal amounts not to exceed: (i) \$70,000,000 for the General Fund of Lake County (the "County"); and (ii) \$49,000,000 for the Family and Children's Services Fund of the County; in each case for the purpose of refinancing warrants heretofore issued to pay expenses which must be met prior to the receipt of the December settlement and distribution of taxes payable in 2005; and

WHEREAS, the Board of Commissioners of the County (the "Board") desires to approve the issuance of the Warrants.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE, INDIANA, that the issuance of the Warrants, pursuant to the terms and conditions set forth in the Ordinance, is hereby approved, and that each member of the Board is authorized to take such actions as are necessary to issue the Warrants.

Adopted this ^{28th} 15th day of December, 2005.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE, INDIANA



Commissioner



Commissioner

Commissioner

ATTEST



Peggy Holinga Katona
Auditor of Lake County

Order#19 - Agenda #27

In the Matter of L.C. Board of Commissioners - Monitoring Agreement with Pyramid Alarm, Inc. for the Hammond Courthouse for the year 2006 in an amount not to exceed \$192.00 at the rate of \$48.00 per quarter.

Clay made a motion, seconded by Scheub, to approve the Monitoring Agreement between the L.C. Board of Commissioners and Pyramid Alarm, Inc. for the Hammond Courthouse for the year 2006 in an amount not to exceed \$192.00 at the rate of \$48.00 per quarter. Motion passed 2-0, Commissioner DuPey absent.

Order#20 – Agenda #28

In the Matter of L.C. Board of Commissioners – Service Agreement with Waste Management of Indiana for the Hammond Courthouse for the year 2006 in an amount not to exceed \$1,920.00 at the rate of \$480.00 per quarter.

Clay made a motion, seconded by Scheub, to approve the Service Agreement between the L.C. Board of Commissioners and Waste Management of Indiana for the Hammond Courthouse for the year 2006 in an amount not to exceed \$1,920.00 at the rate of \$480.00 per quarter. Motion passed 2-0, Commissioner DuPey absent.

Order#21 – Agenda#29

In the Matter of L.C. Board of Commissioners – Lease/Purchase Agreement with McShane's, Inc. for one (1) HEW-Q3950A Color Fax-Printer & Scanner for the County Attorney's Office. To be paid in two equal payments of \$460.00 each.

Clay made a motion, seconded by Scheub, to approve the Lease/Purchase Agreement between the L.C. Board of Commissioners and McShane's, Inc. for one (1) HEW-Q3950A Color Fax-Printer & Scanner for the County Attorney's Office. To be paid in two equal payments of \$460.00 each. Motion passed 2-0, Commissioner DuPey absent.

Order#22 – Agenda #9

In the Matter of Proposals for Repairs to the Salt Barns at the Lake County Highway Department Crown Point and Lowell Yards for Highway Department.

This being the day, time and place for the receiving of proposals for Repairs to the Salt Barns at the Lake County Highway Department Crown Point and Lowell Yards for Highway Department, the following proposals were received:

L.I. Combs & Sons, Inc. \$19,077.51

Clay made a motion, seconded by Scheub, to accept the recommendation of the Highway Superintendent to approve L.I. Combs & Sons, Inc. with \$19,077.51 for the Repairs to the Salt Barns at the Lake County Highway Department Crown Point and Lowell Yards. Motion passed 2-0, Commissioner DuPey absent.

Order#23 – Agenda #10

In the Matter of Proposals for Roof Repairs to the Truck Garage of the Lake County Highway Department Crown Point Yard for Highway Department.

This being the day, time and place for the receiving of proposals for Roof Repairs to the Truck Garage of the Lake County Highway Department Crown Point Yard for Highway Department, the following proposals were received:

Charles Gluth & Sons Roofers, Inc.	\$1615.00
Maris and Son, Inc.	\$1250.00
Korellis Roofing, Inc.	\$726.00/\$787.00

Clay made a motion, seconded by Scheub, to accept the recommendation of the Highway Superintendent to approve Korellis Roofing, Inc. with \$726.00 for the Roof Repairs to the Truck Garage of the Lake County Highway Department Crown Point Yard. Motion passed 2-0, Commissioner DuPey absent.

Order#24 – Agenda #11

In the Matter of Proposals for the Replacement of four (4) garage doors and garage door openers for the Mechanical Garage at the Crown Point Yard of the Lake County Highway Department for Highway Department.

This being the day, time and place for the receiving of proposals for the Replacement of four (4) garage doors and garage door openers for the Mechanical Garage at the Crown Point Yard of the Lake County Highway Department for Highway Department, the following proposals were received:

United General Contractors & Building Maintenance	\$14,724.00
Security Industries, Inc.	\$20,428.51

Clay made a motion, seconded by Scheub, to accept the recommendation of the Highway Superintendent to approve United General Contractors & Building Maintenance with \$14,724.00 for the Replacement of four (4) garage doors and garage door openers for the Mechanical Garage at the Crown Point Yard of the Lake County Highway Department. Motion passed 2-0, Commissioner DuPey absent.

Order#25 – Agenda #30A

In the Matter of Review and Approval of L.C. Board of Commissioner's Minutes of Joint Meeting, Wednesday, October 12, 2005.

Clay made a motion, seconded by Scheub, to approve the L.C. Board of Commissioner's Minutes of Joint Meeting, Wednesday, October 12, 2005. Motion passed 2-0, Commissioner DuPey absent.

Order#26 – Agenda #31

In the Matter of Poor Relief Decisions.

Clay made a motion, seconded by Scheub, to approve and make a matter of public record the following Poor Relief Decisions. Motion passed 2-0, Commissioner DuPey absent.

Reginald Thompson	-Approved.
Robert Ford	-Approved.
Rickie Thomas	-Approved on condition.
Lorenzo Allen	-Denied.
Johnnie Wilson	-Approved.
Angel Patterson	-Denied.
Jessie Grimes	-Approved. Approved on condition.
Reginald Gordon	-Approved on condition.
Sherman Bryant	-Approved. Denied.
Gary Ward	-Approved.
Carol Williams	-Approved.
Ethel Sallee	-Approved on condition.
R. Cox	-Denied for appellant's failure to appear.
E. King	-Denied for appellant's failure to appear.
Willa Hughes	-Approved on condition.
Shiquetta Anderson	-Approved. Denied.
Alexandria Watkins	-Approved.
Katrina Johnson	-Approved on condition.
Marletha Heath	-Approved.
Tiffany Harvey	-Approved.
Randy King	-Approved.
Raymond Norman	-Approved.
C. Clark	-Denied for appellant's failure to appear.
Damecia Jordan	-Approved on condition.
Rosetta Brown	-Approved on condition.
Karen Reid	-Approved on condition.
Lisa Brown	-Approved on condition.
Sharon Lackey	-Approved.
Kenosha Johnson	-Approved on condition.
David Gattlin	-Approved.
Jacquelynn Redmon	-Approved on condition.
Michael Green	-Approved on condition.
E. Appleton	-Denied for appellant's failure to appear.
Wallace Burns	-The Township shall lift the 60 day penalty for failure to comply with I.C. 12-20-6.5 on condition that appellant show the township proof of application with welfare medical based on good cause shown.

Order#27 – Agenda #34A

In the Matter of L.C. County Ordinances and Resolutions: Collective Bargaining Agreement between the County of Lake and the Fraternal Order of Police Chris Anton Lodge #125 and the Lake County Police Association Local #72 AFL/CIO affiliates of the Indiana F.O.P. Labor Council, Inc.

Clay made a motion, seconded by Scheub, to approve the Collective Bargaining Agreement between the County of Lake and the Fraternal Order of Police Chris Anton Lodge #125 and the Lake County Police Association Local #72 AFL/CIO affiliates of the Indiana F.O.P. Labor Council, Inc. Motion passed 2-0, Commissioner DuPey absent.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE COUNTY OF LAKE
LAKE COUNTY, INDIANA**

AND

**FRATERNAL ORDER OF POLICE
CHRIS ANTON LODGE # 125**

&

**LAKE COUNTY POLICE ASSOCIATION
LOCAL # 72 AFL/CIO**

**affiliates of the
INDIANA F.O.P. LABOR COUNCIL, INC.**

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&
LAKE COUNTY POLICE ASSOCIATION
CONTRACT
2006

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COLLECTIVE BARGAINING AGREEMENT**PREAMBLE**

This agreement is entered into on the 28 day of December 2005, between the County of Lake, Lake County, Indiana, herein after called the "Employer", the Fraternal Order of Police, Chris Anton Lodge # 125 and the Lake County Police Association local # 72 AFL/CIO (affiliates of the Indiana Fraternal Order of Police Labor Council, Inc.) herein after 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 rate 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 responsible 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 police protection for the citizens of Lake County.

ARTICLE 1**RECOGNITION**

Section 1.1 The Employer hereby recognizes the Indiana Fraternal Order of Police Labor Council, Inc. on behalf of Fraternal Order of Police Lodge #125 and the Lake County Police Association # 72 as the sole and exclusive bargaining representatives with respect to wages, hours and other terms and conditions of employment for all permanent sworn employees of the Lake County Police Department excluding employees in "upper level policy making positions" as defined by Indiana State Statute. All other employees of the Employer are excluded from this bargaining unit.

Section 1.2 The Indiana Fraternal Order of Police Labor Council, Inc. in its role as bargaining representative, has been selected by a majority of the members of the Fraternal Order of Police Chris Anton Lodge # 125 and the Lake County Police Association Local # 72 and shall continue in this capacity until such time as a majority of those members vote to eliminate such representation.

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

ARTICLE 2

TERM

Section 2.1 This Agreement shall be effective as of the 1st day of January 2006 and shall remain in full force and effect until the 31st day of December 2008.

Section 2.2 Wages and monetary benefits shall be negotiated yearly. The parties agree to commence negotiations no later than March 1st of each year.

Section 2.3 The conditions of employment for the police department are very different than other offices of County Government, the Employer and the Union agree that collective bargaining and negotiations for Police Department merit 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 County Ordinance or Resolution, except as provided by 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 the authorized representative of the Employer and the Union, except as provided by this agreement.

Section 2.7 This Agreement shall remain in full force and effect for a period of three (3) years from the execution of this agreement or until a new agreement is signed by the parties, whichever ever occurs first.

ARTICLE 3**NON-DISCRIMINATION**

Section 3.1 The Employer, The Fraternal Order of Police Lodge #125, the Lake County Police Association # 72 and each employee agree that no applicant or employee shall be discriminated against because of their race, religion, color, sex, national origin, or union membership.

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

ARTICLE 4**MANAGEMENT RIGHTS AND RESPONSIBILITIES**

Section 4.1 The Fraternal Order of Police Lodge #125, the Lake County Police Association # 72 and the Indiana Fraternal Order of Police Labor Council, Inc. recognize the prerogatives of the employer to operate and manage the Lake County Police Department affairs, in all respects, in accordance with its responsibilities and powers of authority.

Section 4.2 The Employer shall retain the sole right and authority to operate and direct the affairs of the County and the Police 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 Police Department.
- 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 Police Merit Board Rules and Regulations.
- D. To schedule police department 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 Police Department 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 officers, deputies and other employees;
 - 2. The number of officers, deputies 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 Departmental 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 employees have the right to become or not become members of Chris Anton Lodge # 125 and / or the Lake County Police Association Local # 72 and to participate or not participate in their 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 Union without interference, restraint or coercion, and shall respect the rights of all sworn merit personnel of the Lake County Police Department.

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 maintenance of law and order and shall not be required to perform unrelated duties, including without limitation, maintenance work, except to check fluids in police vehicles, gas fill ups, 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.

Section 5.9 It is mutually agreed that a safe and healthy work place is the desire of 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.

ARTICLE 6

UNION ACTIVITIES

Section 6.1 The Employer shall recognize six (6) representatives of the Union Wage and Benefit Committee for purposes of processing grievances or meeting with Management to discuss the administration of this Agreement. The Union shall certify to the Employer the names of the designated representatives of the Wage and Benefit Committee yearly.

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 police station 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 Police Department shall be posted on this board.

Section 6.4 Delegates of the Union shall be allowed time off, without loss of pay or other leave time, to attend the Annual Indiana State FOP Conference. Allowed time shall coincide with the actual days of the Conference, not to exceed five (5) workdays during the month of June of each 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 FOP National 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.

Section 6.6 Delegates of the Union shall be allowed time off without loss of pay to attend four (4) Indiana State Fraternal Order of Police Board meetings throughout the year. Allowed time off shall coincide with actual days of the Board Meetings, not to exceed two (2) consecutive days off for each meeting during the year.

Section 6.7 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.

Section 6.8 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 6.9 Any Union member elected to a State and / or National Office in the Fraternal Order of Police and / or the International Union of Police Associations shall be granted time off with pay to perform such duties necessary for that office.

Section 6.10 Delegates to the National Organization of Black Law Enforcement (NOBLE) Officers shall be allowed time off without loss of pay or leave time to attend the annual 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 from the pay of each employee from whom it receives a signed authorization to do so, all amounts shall be established by the F.O.P. Labor Council, Inc., F.O.P. Lodge # 125 and L.C.P.A. Local # 72 as regular dues.

A. Each dues deduction shall be forwarded to the appropriate Secretary / Treasurer of the corresponding organization.

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 FOP Lodge # 125, L.C.P.A. Local # 72 and the Indiana F.O.P. Labor Council, Inc..

Section 7.3 F.O.P. Lodge #125 and L.C.P.A. Local # 72 agree to indemnify the Employer and hold it harmless against any and all claims, demands, suits or liabilities, and for all legal costs arising from any action taken or not taken by the Employer in compliance with this Article. The Union shall promptly refund to the Employer any funds received in accordance with this Article which are in excess of the amounts of Union dues and assessments which the Employer has agreed to deduct.

ARTICLE 8**SALARIES**

The Employer shall establish wages and monetary benefits. The Employer's representatives shall meet with the Union's Wage and Benefit Committee to negotiate a schedule of wages and benefits to be recommended to the Employer. Such negotiations shall begin no later than March 1st. of each year.

Section 8.2 The salary of police officers has been established by ordinance action of the Employer for the year 2006. The salary wage schedule below shall be in force during this contract period.

Minimum Number Of Positions	Position	Hourly	Yearly
1	Deputy Chief	\$23.10	\$48,057.00
5	Commander	\$21.83	\$45,407.58
8	Deputy Commander	\$20.96	\$43,601.99
5	Captain	\$20.16	\$41,930.97
10	Lieutenant	\$19.60	\$40,767.87
29	Sergeant	\$18.69	\$38,881.46
6	Corporal	\$17.41	\$36,222.53
108	Police Officer	\$16.72	\$34,778.11

Section 8.4 An increase in police officer personnel will automatically qualify the employee as covered under the terms and contents of this agreement.

Section 8.5 All employees shall be paid their base salary as set forth by ordinance.

ARTICLE 9

SPECIALTY PAY

Section 9.1 Specialty Pay will be provided to officers who are assigned the following duties:

- Crime Lab**
- Criminal Investigations**
- Traffic Unit**
- Tactical / Swat Unit**
- Civil Division**
- Canine Unit**
- Marine Unit**
- Aviation Unit**
- Bomb Technitians / EOD**

Section 9.2 The amount of Specialty Pay will be thirteen hundred dollars (\$1,300.00) per year.

Section 9.3 Specialty Pay will be paid bi-annually in six hundred fifty dollar (\$650.00) increments in June and November.

Section 9.4 No officer shall be entitled to receive compensation for more than one Specialty.

ARTICLE 10

PROFICIENCY PAY

Section 10.1 Officers who are not eligible for Specialty Pay shall receive Proficiency Pay.

Section 10.2 The amount of Proficiency Pay shall be paid according to the below listed schedule:

Years of Service	Amount
1 to 4	\$ 0.00
5 to 14	\$1,300.00
15 to 19	\$1,600.00
20 to 32	\$1,900.00

Section 10.3 No officer shall be entitled to receive both Specialty and Proficiency Pay.

Section 10.4 When an officer's Proficiency Pay becomes greater than his Specialty Pay he shall receive the greater of the two.

ARTICLE 11

LATERAL ADVANCEMENT PAY

Section 11.1 Officers of the Lake County Police Department shall be permitted to advance laterally by one of two methods:

A. Educational Achievement

1. College Credit Hours shall be obtained from an accredited College or University.
2. A passing grade shall be required for all credit hours presented.
3. Respective officers shall have no major suspensions (fifteen (15) days or more) for the preceding year.
4. Respective officer shall have no record of excessive absenteeism for the preceding year.
5. A reckoning period of one year shall apply to items three (3) and four (4).

B. Job Performance and Experience.

1. Officers shall have served the respective number of years for each step, with the Lake County Police Department.
2. The officer shall pass a written examination to demonstrate occupational knowledge for levels of experience.
3. Respective officers shall have no major suspensions (fifteen (15) days or more) for the preceding year.
4. Representative officer shall have no record of excessive absenteeism for the proceeding year.
5. A reckoning period of one year shall apply to items three (3) and four (4).

Section 11.2 The following configuration depicts the progression of lateral advancement for Lake County Police Officers.

Step I	Thirty (30) hours college credit or Three (3) years experience & pass written examination
Step II	Sixty (60) hours college credit or Five (5) years experience & pass written examination
Step III	Ninety (90) hours college credit or Eight (8) years experience & pass written examination
Step IV	Bachelors Degree or Thirteen (13) years experience & pass written examination
Step V	Masters Degree or Seventeen (17) years experience & Pass written Examination

Section 11.3 The monetary advancement for each increment or step is two percent (2%) annually. Monetary progression shall adhere to the following schedule:

Step I	4% above annual base pay
Step II	6% above annual base pay
Step III	8% above annual base pay
Step IV	10% above annual base pay
Step V	12% above Annual base pay

Section 11.4 Lateral advancement through educational achievement or job performance and experience, are mutually exclusive programs.

Section 11.5 Participation in the Lateral Advancement Program maybe suspended for up to one (1) year if an officer is suspended for fifteen (15) days or more or excessive absenteeism.

Section 11.6 Testing, for officers that choose to participate in the job performance and experience apportion of the Lateral Advancement Program, will take place once a year.

ARTICLE 12**SHIFT DIFFERENTIAL**

Section 12.1 Employees covered by this agreement shall receive shift differential for working the afternoon and midnight shifts.

Section 12.2 The afternoon shift shall be considered any shift starting between the hours of 12:00 noon and 7:00pm

Section 12.3 The midnight shift shall be considered any shift starting between the hours of 7:00pm and 4:00am.

Section 12.4 Shift Differential shall consist of one dollar (\$1.00) per hour for the afternoon shift and one dollar twenty-five cents (\$1.25) per hour for the midnight shift.

ARTICLE 13**REGULAR WORK ASSIGNMENT
PAID OVERTIME
COMPENSATORY TIME**

Section 13.1 Employees shall receive overtime for all time worked in excess of eight (8) hours per workday. When an employee is required to work overtime, such employee shall be paid for actual time worked at an hourly rate equal to one and one-half (1 1/2) times the employee's regular rate of pay.

Section 13.2 Overtime shall be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate for each hour of overtime worked.

Section 13.3 Overtime shall be paid as long as funding is available. If overtime funding is not available, compensatory time will be paid at one and one half (1 1/2) times the actual amount of hours worked.

Section 13.4 At the employee's request, an employee may receive compensatory time (comp time) equal to one and one-half (1 1/2) times the hours actually worked in excess of (8) hours per workday.

Section 13.5 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.

Section 13.6 An employee's compensatory time shall be accumulated on a department wide basis and shall be transferable should the employee be assigned to another division.

Section 13.7 No employee shall be moved from his rotation to cover compensatory time off for another employee.

Section 13.8 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 13.9 An employee may accrue a maximum of four hundred and eighty (480) hours of compensatory time.

Section 13.10 At termination or retirement, an employee can sell back to the Employer at the employee's current rate of pay any accrued compensatory time according to FLSA standards.

Section 13.11 The employer will in no event use non Merit Police Personnel to do normal work of bargaining unit members.

ARTICLE 14

HOLIDAYS

Section 14.1 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 14.2 Employees working a designated holiday shall be granted time one and one-half (1 ½) for all hours worked on that day.

Section 14.3 Any recognized holidays falling on an officers 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 15

COURT TIME COMPENSATION

Section 15.1 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 investigated by such officer in the course of his employment, whether such incidents are civil or criminal in nature.

Section 15.2 Employees shall receive a minimum of two (2) hours of compensation when appearing during off duty hours. Overtime 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. Travel time shall be limited to thirty-five (35) minutes travel time each way.

Section 15.3 Court-time pay shall be paid at the employee's overtime rate of pay as either paid or compensatory time.

Section 15.4 All claims for court compensation shall be submitted on a department overtime form.

ARTICLE 16

BEREAVEMENT LEAVE

Section 16.1 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 |

Section 16.2 Additional bereavement leave may be granted at the discretion of the Sheriff or his/her designee.

ARTICLE 17**LONGEVITY PAY**

Section 17.1 Employees shall receive additional compensation in recognition of cumulative service with the Employer. 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	\$1220.00

ARTICLE 18**DEPARTMENT SICK LEAVE**

Section 18.1 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

1. Each employee shall receive seven (7) sick / personal days per year.
2. In the event an employee does not use the sick / personal days allotted per year, any unused sick / personal days may be carried over as vacation days the following year not to exceed seven (7) days.

3. Any "Report Offs" over the allotted seven (7) sick / personal days, not recorded as "Major Illnesses" will be considered excessive absenteeism and will result in the following.
 - a. 8th Day Docked one (1) day's pay.
 - b. 9th Day Three (3) day suspension without pay.
 - c. 10th Day Five (5) day suspension without pay.
 - d. 11th Day Cause for dismissal.
4. Excessive absenteeism in consecutive years may result in additional disciplinary action.

B. Major Illness

1. Illness or Injury which prevents active duty for three (3) or more consecutive days shall be classified as a Major Illness and shall be subject to the following.
 - a. All Major Illnesses shall require a doctor's statement.
 - b. One (1) sick / personal day shall be deducted from the seven (7) annually accrued sick / personal days.
 - c. After five (5) consecutive days of absence, a doctors report describing the illness must be submitted. This report shall be updated every fifteen (15) days.
 - d. Major Illnesses incurred in the line of duty may allow the employee up to one (1) year of sick leave with pay.
 - e. Major Illnesses not incurred in the line of duty may allow an employee up to ninety (90) days sick leave with pay.
 - f. 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.
 - g. 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.

ARTICLE 19**HOURS OF EMPLOYMENT**

Section 19.1 The basic workweek for employees working in an administrative position shall consist of five (5) days on duty and two (2) days off.

Section 19.2 The basic workweek for officers working in the Criminal Investigations, Civil Division, Corrections Division, Staff Services and Aviation Unit shall consist of five (5) days on duty and two (2) days off.

Section 19.3 The basic workweek for officers working in the Uniform Division shall consist of four (4) days on duty and two (2) days off.

Section 19.4 The basic workweek for officers assigned to the Marine Unit shall consist of twenty-fours (24) hours on duty and forty-eight hours (48) off duty.

Section 19.5 The Sheriff and / or Chief of Police shall determine which officers are assigned to administrative positions.

ARTICLE 20**UNIFORM ALLOWANCE**

Section 20.1 The Employer shall provide the initial issue of uniforms and equipment as determined by the Sheriff.

Section 20.2 In addition to any other item of compensation, the Employer shall provide a Uniform Allowance of thirteen hundred (\$1,300.00) dollars. The Uniform Allowance will be paid in two (2) equal by-annual increments of six hundred fifty (\$650.00) dollars in June and November of each year.

Section 20.3 An employee must be actively employed with the police department on the date the uniform allowances are paid and must have completed at least one (1) year of continuous service with the department.

Section 20.4 The uniform allowance shall be used by the employee to repair and / or replace all required uniform and equipment issued to the employee.

Section 20.5 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 20.6 Any employee reporting to work in improper uniform shall be subject to appropriate discipline pursuant to existing Lake County Police Department Rules and Regulations.

Section 20.7 The dress code shall be enforced in a uniform and consistent manner among all employees under similar circumstances.

Section 20.8 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 Department's Rules and Regulations.

Section 20.9 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 21

HEALTH AND LIFE INSURANCE

Section 21.1 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 21.2 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 21.3 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 21.4 The employer shall maintain for each active employee a life insurance policy providing for coverage equal to the employees yearly salary.

Section 21.5 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.

ARTICLE 22**VACATION**

Section 22.1 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
Year One (1), after six (6) months	1
Year two (2) through three (3) years	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)	7
Year thirty (30) and after	8

Section 22.2 Vacation time shall be earned and accrued as prescribed in the Lake County Sheriff's Department Rules and Regulations Section 5.11.00 Vacation Leave.

Section 22.3 Vacation time will be taken during a vacation year starting January 1 and ending December 31.

Section 22.4 As of January 1 of each calendar year, employees will be eligible for the number of vacation weeks indicated above that are associated with their years of continuous service.

Section 22.5 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 22.6 Vacation changes must be submitted in writing and approved by the Sheriff or his / her designee.

Section 22.7 Vacation time must be used during the calendar year in which it is credited unless approved by the Sheriff or his / her designee.

Section 22.8 Departmental 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 22.9 Employees shall begin their vacation as of the start of their regularly scheduled workweek.

Section 22.10 Vacation changes must be submitted in writing and approved by the Sheriff or his / her designee.

Section 22.11 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 22.12 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 23

GRIEVANCE PROCEDURE

Section 23.1 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 23.2 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 23.3 Every employee shall have the right to present his 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 23.4 The aggrieved party may present his 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 23.5 The employee may advance any grievance not answered by the Employer, within the stipulated time limits, to the next step in the grievance procedure.

Section 23.6 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 23.7 This Grievance Procedure shall be the sole and exclusive procedure for remedies sought for alleged violations of this bargaining agreement.

Section 23.8 This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

Section 23.9 The time limitations provided in this article may be extended by mutual agreement between the Employer and the Union.

Section 23.10 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 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 employees Division Commander.

Step 2: Division Commander

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

Step 3: Sheriff / Chief of Police

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 within twenty-one (21) days from the date of the rendering of the decision in Step 2. The Sheriff or Chief of Police 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 Union representative, if he requests one. The Sheriff or Chief of Police shall issue a written decision to the Employee with a copy to the Union representative, within ten (10) days from the date of the meeting.

If the grievance reaches the level of the Sheriff, a representative from the Lake County Council and / or the Lake County Commissioners may send a representative to this and any subsequent hearings.

If the aggrieved party is not satisfied with the decision at Step 3, he may proceed to arbitration pursuant to the Arbitration Procedure contained herein.

Step 4: Arbitration

In the event a grievance is unresolved to the satisfaction of the aggrieved or the Union by the Lake County Sheriff / Chief, the Union may send written notice of a demand for arbitration to the Employer.

- A. If within fourteen (14) calendar days upon 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.

ARTICLE 24

RULES AND REGULATIONS

Section 24.1 The Union agrees that its members shall comply with all Police Department policies and rules and regulations; including those relating to conduct and work performance, as adopted by the Lake County Police Department Merit Board.

Section 24.2 The Employer agrees departmental 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.

Section 24.3 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 Police Department Merit Board.

ARTICLE 25

DUTIES OF POLICE OFFICERS

Section 25.1 Employees shall perform only those duties directly related with the maintenance of law and order and shall not be required to perform unrelated duties, including without limitation, maintenance work except to check fluids in police vehicles, gas fill ups, weapon cleaning and maintenance of all department issued equipment. In case of an emergency, the Sheriff and / or Chief of Police or may request specific help be provided by an employee.

Section 25.2 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 Police Department and this agreement.

ARTICLE 26**PAY DAYS**

Section 26.1 All police officers shall be paid as set forth by County ordinance.

Section 26.2 An annual schedule of paydays shall be posted on the FOP bulletin board before the first payday of each calendar year.

Section 26.3 The Employer shall disburse all other pay as follows:

- A. The \$1,300.00 annual uniform allowance shall be paid in two (2) equal disbursements of \$650.00 each. One (1) in June and one (1) in November of each year.
- B. Specialty pay shall be disbursed in two (2) equal disbursements of six hundred fifty (\$650.00) each. One (1) in June and One (1) in November of each year.
- C. Proficiency pay shall be paid in two (2) bi-annual payments. One (1) in June and one (1) in November of each year.
- D. Lateral pay shall begin on the first payday, after successfully passing the required test and / or meeting the educational provisions, anniversary date and shall be included appropriately on the bi-weekly check.
- E. Overtime shall be paid on the payday of the pay period in which it is earned.
- F. Longevity shall be paid in accordance with the formula established by the Employer.

Section 26.4 Errors made in an employee's pay shall be corrected on the next pay period after the error has been discovered, or as practicable.

ARTICLE 27**LEAVES OF ABSENCE WITHOUT PAY**

Section 27.1 Employees may be granted Leave of Absence in accordance with the procedure and requirements set forth in IC 36-8-5-2.

ARTICLE 28**LABOR-MANAGEMENT SAFETY COMMITTEE**

Section 28.1 A Joint Labor Management Safety Committee shall be established. The Committee shall consist of an equal number of representatives of the Union and the Employer.

- A. Committee meetings shall be scheduled quarterly by mutual agreement of the parties at reasonable mutually convenient times.

Section 28.2 The Employer shall make reasonable provisions for the safety and health of employees during their hours of employment and shall:

- A. Maintain its equipment in safe operating condition.
- B. Furnish protective devices and / or equipment as the Committee deems necessary to properly safeguard the health and safety of police officers and protect them from injury.

ARTICLE 29**SENIORITY, LAYOFF AND RECALL**

Section 29.1 Seniority shall be defined as the status attained by continuous length of service as a sworn police officer with the Lake County Police Department.

Section 29.2 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 29.3 A "lay off" is defined to be a necessary reduction in work force of the police 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 29.4 A "recall" shall be an increase in the work force of the police 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 29.5 Any employee laid off shall be provided at least thirty (30) days notice prior to the lay-off.

Section 29.6 The Employer shall continue the employee's insurance coverage for sixty (60) days after lay-off.

Section 29.7 Civilian or volunteer help shall not replace an employee's position.

ARTICLE 30

PERSONNEL FILES

Section 30.1 A personnel file is defined as that file maintained as the body of documents that is kept as an official record of a police department employee's employment history with the Employer.

Section 30.2 The Sheriff shall prescribe regulations for the custody, use and preservation of the records, papers, documents and property pertaining to an employee. All requests for personnel file and review will be in writing and added to the employees file.

Section 30.3 It shall be the responsibility of each employee to provide the Sheriff or his designee copies of school diplomas, certificates of in-service training, or other pertinent information pertaining to each employee's individual personnel file.

Section 30.4 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 30.5 No persons other than the members of the Lake County Police Merit Board, the Sheriff, or his designee, shall read, or view an employee's personnel file except as provided by state statute.

Section 30.6 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 30.7 If an employee is involved in a dispute regarding matters in his 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 30.8 If an employee, upon examining his personnel file, has reason to believe that there are inaccuracies in those documents, the employee may write a memorandum to the Sheriff, or his designee, explaining the alleged inaccuracy. If, upon investigation, the Sheriff or his designee shall do one of the following:

- A. The Sheriff, or his 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 30.9 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 designee, a written clarification of the circumstances. Such memorandum shall not contain derogatory or scurrilous matter regarding any other employee. The Sheriff or his 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 30.10 The parties agree to strictly adhere to the requirements of the Indiana Privacy Act in regard to the disclosure of information from employees' personnel files.

Section 30.11 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 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 personnel file.
 - 2. The employee submits a written request to the Sheriff or his designee to have such actions removed.

ARTICLE 31**STRIKE PROHIBITION
NO LOCKOUT**

Section 31.1 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, agents, 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 31.2 The Employer agrees that it, its officers, agents or representatives, individually or collectively, will not order, authorize, instigate, cause, aid or condone any lockout of members of the Union.

ARTICLE 32**SEVERANCE PAY**

Section 32.1 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 eighty (480) hours of compensatory time at the employees current rate of pay.
- C. Pro rated Specialty Pay, Proficiency Pay and Longevity calculated to the date of Separation.
- D. Paid for 60 days terminal leave.

Section 32.2 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 accrued compensatory time according to FLSA Standards.
- C. Pro rated Specialty Pay, Proficiency Pay and Longevity calculated to the date of Separation.

Section 32.3 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 accrued compensatory time according to FLSA Standards.
- C. Receive any and all benefits entitled to the beneficiaries or the estate.

Section 32.4 In the case of death, payment shall be paid to the employee's beneficiary or their estate.

ARTICLE 33

PROFESSIONAL STANDARDS

Section 33.1 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 Police Department and its membership.

ARTICLE 34

CONFORMITY TO LAW

Section 34.1 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 34.2 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.

SIGNATURE PAGE

The Fraternal Order of Police Chris Anton Lodge # 125, the Lake County Police Association Local # 72 AFL-CIO, the Indiana Fraternal Order of Police Labor Council, Inc., and the County of Lake, by and through their duly authorized representatives, intending to be legally bound, now sign this agreement this 28 of Dec, 2005.

LAKE COUNTY COUNCIL

By: [Signature]
William (Will) Smith Councilman
President

By: [Signature]
Donald Potrebic Councilman

By: [Signature]
Elsie Brown-Franklin Councilman

By: [Signature]
Thomas O'Donnell Councilman

By: [Signature]
Christine Cyd Cid Councilwoman

By: Absent
Ronald Tabaczynski Councilman

By: [Signature]
Larry Blanchard Councilman

By: _____
Ray Szarmach Counsel for Lake County

By: [Signature]
Robert Lewis Counsel for Lake County

LAKE COUNTY COMMISSIONERS

By: [Signature]
Rudy Clay Commissioner

By: _____
Frances Dupey Commissioner

By: [Signature]
Gerry Scheub Commissioner

UNION / FOP

By: _____
John Mezmarick FOP President

By: [Signature]
Daniel Murchek LCPA President

By: _____
Gail Barus FOP Secretary

By: [Signature]
James Fatge LCPA Secretary

By: [Signature]
Timothy Downs FOP Labor Council

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the County of Lake, the Lake County Sheriff Department Merit Board, the Fraternal Order of Police Chris Anton Lodge # 125, the Lake County Police Association local # 72 AFL-CIO, and the Indiana Fraternal Order of Police Labor Council, Inc., representing the merit employees covered under this contract.

WHEREAS, the parties hereby agree to the following to the Collective Bargaining Agreement between the Employer and the Union (affiliates of the Indiana Fraternal order of Police labor Council Inc.)

WHEREAS, the parties have agreed to a Collective Bargaining Agreement.

WHEREAS, the Lake County Sheriff Department Merit Board pursuant to Statutory Authority, is charged with, the Lake County Sheriff Department Rules and Regulations and the Lake County Sheriff Department Merit Board Rules as promulgated to the laws of the State of Indiana.

NOW THEREFORE, the parties hereby agree as follows:

No terms or provisions contained in this Collective Bargaining Agreement shall affect or impinge in any way, the Lake County Sheriff Department Rules and Regulations and the Lake County Sheriff Department Merit Board Rules as promulgated to the laws of the State of Indiana.

IN WITNESS WHEREOF, the undersigned have caused this Memorandum of Agreement to be executed this _____ day of _____, 2005.

LAKE COUNTY SHERIFF MERIT BOARD

UNION

George Rogge President

John Meznarick FOP President

Joseph Kirk

Daniel Murchek
Daniel Murchek LCPA President

James Pope

Gail Barus FOP Secretary

Ted Nowakowski

James Tatge
James Tatge LCPA Secretary

James Strayer

Timothy Downs
Timothy Downs FOP Labor Council

The following officials were Present:

Attorney John Dull
Jim Bennett
Marcus Malczewski
Bill Henderson
Brenda Koselke

The next Board of Commissioners Meeting will be held on Wednesday, January 18, 2006 at 10:00 A.M.

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

GERRY SCHEUB, PRESIDENT

FRANCES DUPEY

RUDOLPH CLAY

ATTEST:

PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR