



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. November 30, 2020

Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

To access online streaming of the meeting, go to <https://goshenindiana.org/calendar>

Call to Order by Mayor Jeremy Stutsman

Statement Regarding Virtual Public Meetings

Approval of Minutes – Nov. 23

Changes to Agenda

- (1) Open Bids: 2021 Asphalt Paving Project, JN: 2021-0002
- (2) Open Bids: 2021 Bridge Repairs Project, JN: 2021-0010
- (3) Open Bids: 2021 Concrete Paving Project, JN: 2021-0002
- (4) Open Quotes: 2021 Sidewalk & Curb Replacement Program, JN: 2021-0001
- (5) 2020 Pavement Management Plan, JN: 2020-0004 (Sailor)
- (6) Change Order 3: E. Goshen Water Main, JN: 2019-0037 (Sailor)
- (7) Agreement with Elkhart FOP Lodge 52, Inc. – Police Labor Agreement (Marks)
- (8) Agreement with Teamsters Local Union No. 364 (Marks)
- (9) Subscription Agreement with West Publishing Corporation (Marks)



- (10) Agreement with OJS Building Services, Inc. for Two Boilers at Police/Courts (Newcomer)
- (11) Agreement with OJS Building Services, Inc. for 89 air ionizers (Stegelman)
- (12) Agreement with A & Z Engineering, LLC for 16th St. Survey Services (Newcomer)
- (13) Agreement with Patriot Engineering and Environmental for 16th St. Geotechnical Services (Newcomer)
- (14) Resolution 2020-31: Agreement with CDFI Friendly America (Brinson)
- (15) Resolution 2020-32: Approve 2021 Compensation for Police Dept. Employees (Marks)

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



CITY OF GOSHEN RULES FOR VIRTUAL PUBLIC MEETINGS

In accordance with Executive Order 2020-16, all upcoming City of Goshen public meetings and hearings have transitioned to be accessible to the public digitally only—there is no physical public access. The public is encouraged to attend these meetings by clicking on the links to meetings provided on the City’s website calendar: goshenindiana.org/calendar.

Members of the public attending the meetings digitally are expected to follow these rules to help these meetings flow better:

1. Treat these meetings as you would any public meeting that would take place in a physical setting. The same respect and etiquette is expected from attendees as is from members of the boards and commissions.
2. Members of the public can participate in the meeting during the appropriate times when the member conducting the meeting opens a time for public comment.
3. Any comment made by the public must be made to the members of the board or commission and not to other members of the public.
4. Public comment may be limited to no more than three (3) minutes per person. If the comment goes over the three-minute time limit, the member of the public will be subject to be muted.
5. To make a comment: Click on the “Raise Hand” button. The Virtual Meeting Technology Operator will allow the member of the public talk if it is at an appropriate time.
6. At the start of your comment, please state your name and the city you live in.
7. After the comment is made, the Virtual Meeting Technology Operator will disable the public member’s ability to communicate with the board or commission members.



**Engineering Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185
engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering

RE: **2021 ASPHALT PAVING PROJECT
PROJECT NO. 2021-0002**

DATE: November 30, 2020

The Clerk-Treasurer's Office has received bids from contractors today for the above referenced project and we are requesting that the Board of Public Works and Safety open these bids at today's meeting.

Thanks!!

Requested Motion: Open bids received from Contractors for the 2021 Asphalt Paving Project and read the Total Base Bid amount.



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MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering

RE: **2021 BRIDGE REPAIRS PROJECT
PROJECT NO. 2021-0010**

DATE: November 30, 2020

The Clerk-Treasurer's Office has received bids from contractors today for the above referenced project and we are requesting that the Board of Public Works and Safety open these bids at today's meeting.

Thanks!!

Requested Motion: Open bids received from Contractors for the 2021 Bridge Repairs Project and read the Total Amount.



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MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering

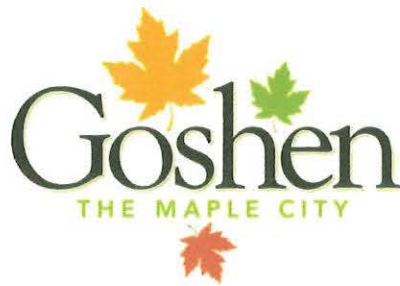
RE: **2021 CONCRETE PAVING PROJECT
PROJECT NO. 2021-0002**

DATE: November 30, 2020

The Clerk-Treasurer's Office has received bids from contractors today for the above referenced project and we are requesting that the Board of Public Works and Safety open these bids at today's meeting.

Thanks!!

Requested Motion: Open bids received from Contractors for the 2021 Concrete Paving Project and read the Total Base Bid amount.



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MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering

RE: **OPEN QUOTES: 2021 SIDEWALK & CURB REPLACEMENT PROGRAM
PROJECT NO. 2021-0001**

DATE: November 30, 2020

The Clerk-Treasurer's Office has received quotes for the above referenced project. It is requested that the Board of Public Works and Safety open these quotes at today's meeting.

Thank you.

Requested Motion: Open bids received from Contractors for the 2021 Sidewalk & Curb Replacement program and read the Total Amount Quote line.



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MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Engineering

RE: **2020 PAVEMENT MANAGEMENT PLAN – JN: 2020-0004**

DATE: November 25, 2020

Attached please find the of the 2020 Pavement Management Plan.

This plan reports on the condition of the City's roadways and, once submitted to LTAP, fulfills one of the requirements required to be eligible for Community Crossings Matching Grant applications. The condition of each roadway is assessed using the PASER rating system. This system allows the condition of each road segment to be quickly assessed and the most effective treatment for each roadway systematically assigned. This report is required to be updated and submitted to LTAP each year along with a pavement inventory. The City's road network is required to be rated every other year.

It is requested the Board of Public Works approve the revised Pavement Management Plan for 2020.

Thank you for your consideration of this request.



City of Goshen

Pavement Management Plan

November 2020

Approved by:

Board of Public Works and Safety

Mayor Jeremy Stutsman

Michael Landis

Mary Nichols

Prepared by:

City of Goshen Engineering Department
204 East Jefferson Street, Suite 1
Goshen, IN 46528

Certified by:

Joshua S. Corwin, P.E.
State of Indiana No. 11011684

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Definitions

1. **Transverse Crack** - Cracks perpendicular to the pavement's centerline.
2. **Longitudinal Crack** - Cracks parallel to the pavement's centerline.
3. **Rutting** - Surface depression in the wheel path of the pavement.
4. **Block Cracking** - Interconnected cracks that divide the pavement up into rectangular pieces.
5. **Alligator Cracking** - A series of interconnected cracks caused by fatigue failure of the HMA surface under repeated traffic loading.
6. **Raveling** - The progressive disintegration of an HMA layer from the surface downward as a result of the dislodgement of aggregate particles.

Project Overview

The purpose of this inspection report was to rate the current pavement conditions of each street segment and to identify needed maintenance and repair of the 137 roadway miles under the jurisdiction of the City of Goshen utilizing the PASER guidelines. The results of the study will be the basis for the development of programs depending on availability of funds. The study should be kept current on an annual basis.

Goals and Objectives

It is the City of Goshen’s goal to use the inventory and condition ratings to apply appropriate roadway preservation techniques in order to extend the life of the City’s roadways in a cost effective manner. It is the City’s goal to reduce the number of poor roads (PASER rating 1-4) from 70% to 30% in the next 20 years.

What is the PASER System?

The Pavement Surface Evaluation and Rating (PASER) system visually evaluates the condition of road segments. Ratings are applied to road segments of varying length, with segment values ranging from 10 for a new road segment to 1 for a completely failed segment, and specific ratings determined by the number and type of surface defects. The rating is based upon the worst area within the street segment.

PASER also recommends needed maintenance or repair, based on the condition of the roadway. PASER Ratings for this report are divided into the following maintenance categories:

PASER Rating	Pavement Quality
10	Excellent
9	↑
8	
7	
6	
5	
4	
3	
2	
1	

- **Roads with PASER ratings of 8-10 (Good Condition) require Routine Maintenance.** Routine maintenance encompasses day-to-day maintenance activities, such as street sweeping, drainage, shoulder gravel grading, and sealing cracks to prevent standing water and water penetration.



PASER Rating 9

There are no visible distresses in PASER ratings 9 and 10 because they are new constructions or recent overlays.

Pictured is River Race Drive between Madison Street and Monroe Street shows no signs of wear.



PASER Rating 8

Roadways with a PASER rating 8 have no longitudinal cracks, except for reflection of pavement joints. Occasional transverse cracks spaced 40 feet or more apart. All cracks are sealed or tight (open less than 1/4").

Pictured is Martin Avenue from the Meijer Access Road to Corporate limits. This roadway has small occasional cracks, and requires very little maintenance.

- **Roads with PASER ratings of 5-7 (Fair Condition) require Capital Preventative Maintenance.** Capital preventative maintenance is a planned set of cost effective treatments to an existing roadway system that slow down future deterioration and

maintain or improve the functional condition of the system without significantly increasing structural capacity. The purpose of capital preventative maintenance fixes is to protect the pavement structure, slow the rate of pavement deterioration, and/or correct pavement surface deficiencies. These treatments are targeted at pavement surface defects primarily caused by the environment and by pavement material deficiencies.



PASER Rating 7

PASER rating 7 pavement can include very slight or no raveling and shows some surface wear. Longitudinal cracks from reflection or paving joints can be up to 1/4" wide and transverse cracks can be up to 1/4" wide and spaced between 10' and 40' apart. There is little or slight crack raveling, no patching, or very few patches in excellent condition.

Pictured is Wheatland Drive from Barley Lane to Oatfield Lane. This roadway has some longitudinal cracks. There are also transverse cracks 10'-40' apart. Most of the cracks are not open due to being crack sealed in 2015.



PASER Rating 6

Roadways with a PASER rating of 6 are starting to show signs of traffic wear and/or raveling. There are open longitudinal cracks with a width between 1/4"-1/2". Transverse cracks are open with a width between 1/4"-1/2" with some being less than 10' apart. The first signs of block cracking can appear, slight to moderate flushing or polishing, and it may have occasional patches in good condition.

Pictured is Waterford Mills Parkway between Regent Street and Edison Drive. This roadway has transverse cracks that are open between 1/4" and 1/2" and are less than 10 feet apart. Some longitudinal cracking along the corridor.



PASER Rating 5

Roadways with a PASER rating of 5 have moderate to severe raveling, longitudinal and transverse cracks open 1/2" or more and secondary cracks. Block cracking on up to 50% of the pavement surface, extensive to severe polishing, and some patching or wedging in good condition.

Pictured is Mountain Ash Lane between Redpire Boulevard and Tulip Boulevard. This roadway has transverse cracks that are greater than 1/2" wide.

Roads with PASER ratings of 1-4 (Poor Condition) require Structural Improvements.

This category includes work identified as rehabilitation and reconstruction, addressing the structural integrity of a road.



PASER Rating 4

PASER rating 4 roadways have severe surface raveling, multiple longitudinal and transverse cracks with slight raveling, block cracking over 50% of the surface, patching in fair condition, and rutting of less than 1/2".

Pictured is Sixth Street between Lincoln Avenue and Washington Street. This roadway has longitudinal cracks in the wheel path and the block cracking.



PASER Rating 3

Roadways with PASER rating 3 may have closely spaced longitudinal and transverse cracks, severe block cracking, alligator cracking on less than 25% of the surface, patches in fair to poor condition, occasional potholes, and rutting between 1/2" and 2".

Pictured is Lincoln Avenue between Greene Road and Silverwood Lane. This roadway has longitudinal and transverse cracks that are showing erosion, and there is also rutting in the wheelpath.



PASER Rating 2

A PASER rating 2 road has cracking over 25% of the surface, rutting greater than 2", patches in poor condition, and potholes.

Pictured is VanGuilst Drive between Alfalfa Street and Michigan Street. This roadway has alligator cracking over 25% of the surface, and patches that are in poor condition.



PASER Rating 1

PASER rating 1 roadways have severe distress with a loss of surface integrity.

Pictured is Westfield Drive between Pike Street and Wilkinson Street. This roadway has extensive alligator cracking and multiple patches that are in poor condition making it a PASER rating 1.

Study Methodology

The City of Goshen utilized 2-person data collection teams. Each roadway segment was driven. At the end of the segment, the team discussed the roadway and documented on a data collection sheet the factors that resulted in the segment rating. All segments were entered into a spreadsheet that will allow for easy data presentation. Data for the 2020 report was collected between March 9, 2020 and March 16, 2020.

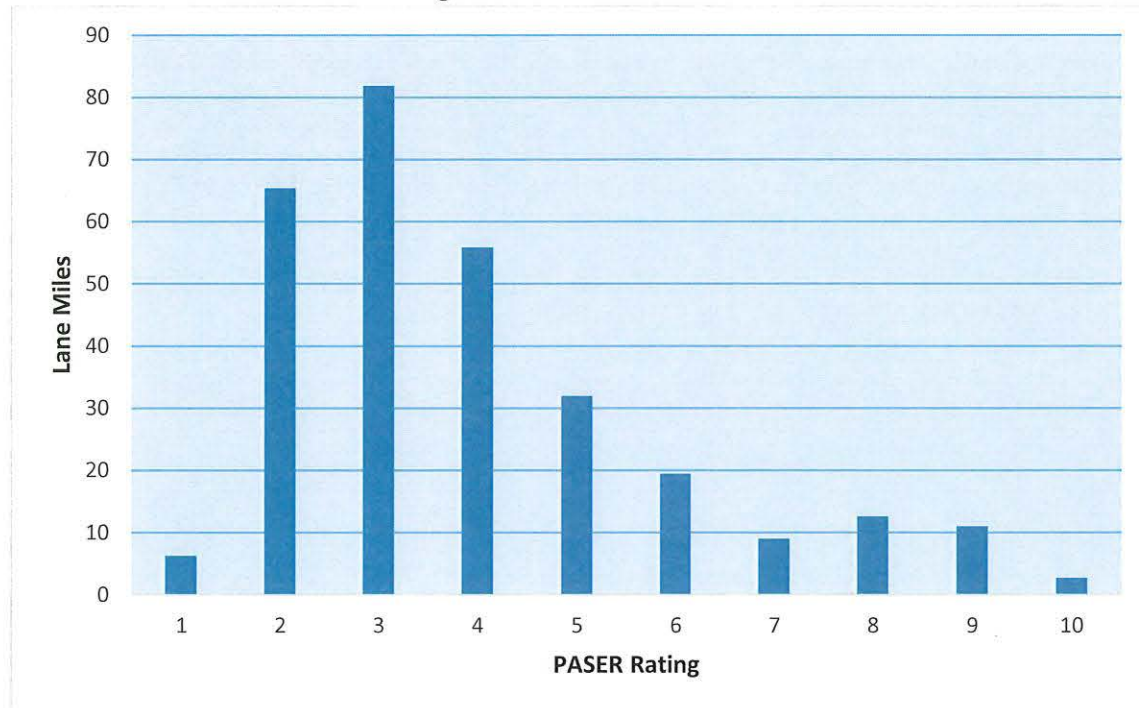
Team members of the data collection attended a training session that took place in Shipshewana hosted by Indiana Local Technical Assistance Program (LTAP) on March 28, 2018. Participants received an overview of the project and were given instructions on how to use the PASER road rating system for data collection.

Goshen's Existing Roadway Conditions

A detailed table of the system is included in Appendix A. The table below provides a summary of the mileage and condition rating for the City. A rating of 5 is the minimum acceptable pavement condition, because it is the last rating that does not require structural repairs. Currently the average rating per lane mile for the City's network is **3.96**.

Rating and Mileage Summary		
Ratings	Miles	Percentage
0-4	103.3	71.0%
5-7	29.8	20.5%
8-10	12.4	8.5%
Total	145.5	100.0%

Results of the 2020 PASER ratings are shown below in chart form.



A color-coded map of the PASER ratings for every street within the City of Goshen Street network is included in Appendix A.

How to use the PASER Data?

The 2020 PASER data is in spreadsheet form. The City can easily sort this data in a variety of ways. Possible data sorting scenarios include the following:

- All data sorted by PASER rating (high to low).
- Road classification sorted by PASER rating.
- Numerous other scenarios, as desired.

Pavement Maintenance and Cost Considerations

A good pavement maintenance program involves a combination of activities that revolve around the principal that once pavement gets to a certain condition, that the deterioration of the pavement accelerates. Maintenance items such as crack sealing on roads with PASER ratings in the Good categories (PASER Ratings 8-10) and sealing or micro-surfacing roadways with PASER ratings in the Fair categories (PASER Rating 5-7) are an essential part of roadway maintenance program. Crack sealing is a low-cost method to keep the roads from needing high cost reconstruction.

Structural improvements are recommended for streets with a PASER Rating of 4 or below. Streets with a PASER Rating 3-4 are typically slated for milling and overlay with full depth

patches. Street with a PASER Rating 1-2 are typically full-depth pavement reconstruction projects.

The following table summarizes the anticipated costs associated with the City of Goshen's streets.

Cost Summary of Goshen's Roadway Network (Based on 2020 PASER Ratings)					
PASER Rating	Centerline Miles	Treatment	Estimated Cost Per Mile	Estimated Cost	Typical Performance Period (Years)
8-10 (Good)	12.4	Crack Seal	\$8,000	\$99,200	2-4
7 (Fair)	4.4	Chip Seal	\$21,000	\$92,400	4-6
6 (Fair)	9.6	Slurry Seal	\$31,000	\$297,600	4-6
5 (Fair)	15.8	Micro-Surface	\$60,000	\$948,000	5-7
4 (Poor)	27.5	Mill & Overlay w/ 5% Full-Depth Patching	\$159,000	\$4,372,500	5-10
3 (Poor)	40.1	Mill & Overlay w/ 25% Full-Depth Patching	\$301,000	\$12,070,100	5-10
1-2 (Poor)	35.7	Full Reconstruction	\$979,000	\$34,950,300	15-25
Total =				\$52,830,100	

The above methods are the most used methods for the City of Goshen. The costs alone show why it is so important maintain the higher rated streets and keep them from failure. The crack sealing and chip sealing is typically done with in-house crews, whereas the other options are bid and done by a contractor.

Roadway Improvements Scheduled for 2021

Road	From	To	Treatment
Middlebury	Main	City Limits	Crack Seal
Larimer	Plymouth	Copley	Crack Seal
Karisa			Crack Seal
Ardmore			Crack Seal
S. Eisenhower	N. Eisenhower	Dierdorff	Reconstruction
N. Eisenhower	S. Eisenhower	Dierdorff	Reconstruction
16th	College	Fairfield	Reconstruction
Douglas	US 33	Reynolds	Reconstruction
Reynolds	US 33	Douglas	Reconstruction
16th	Douglas	Egbert	Reconstruction
Lincoln	Rock Run Creek	Station	Reconstruction
Steury	Lincoln	S-curve	Reconstruction
Berkey	Greene	City Limits	2.0" Mill and Overlay
Pine Manor	Kercher	Colorado	2.0" Mill and Overlay

Colonial Manor	Bashor	Edward	2.0" Mill and Overlay
West	Riverside	Dewey	2.0" Mill and Overlay
Messick	Kercher	Eisenhower	2.0" Mill and Overlay
Lombardy	Kercher	Caragana	2.0" Mill and Overlay
Liberty Court			2.0" Mill and Overlay
Lantern	William	Edward	2.0" Mill and Overlay
Greene	Plymouth	Berkey	2.0" Mill and Overlay
Colorado	Evergreen	Lismore	2.0" Mill and Overlay
7th	Plymouth	Franklin	1.5" Mill and Overlay
Adams	11th	15th	1.5" Overlay
Douglas	10th	15th	1.5" Overlay
Constitution			Concrete - Full-Depth Repairs
Barclay			Concrete - Full-Depth Repairs
Maribou			Concrete - Full-Depth Repairs
Marshwood			Concrete - Full-Depth Repairs
Russet			Concrete - Full-Depth Repairs
Saybrook			Concrete - Full-Depth Repairs
Sweetbriar			Concrete - Full-Depth Repairs
Woodmere			Concrete - Full-Depth Repairs
Tanglewood			Concrete - Full-Depth Repairs

Roadway Improvements Completed in 2020

Road	From	To	Treatment
Monroe	Blackport	US 33	Crack Seal - Rubber
Waterford Mills Pkwy	Dierdorff	Regent	Crack Seal - Rubber
Lincoln	5 Points	Elk River	Crack Seal - Rubber
Lincoln	5 Points	Greene	Crack Seal - Rubber
		Short of US	
Greene	Berkey	33	Crack Seal - Rubber
Indiana	Plymouth	US 33	Crack Seal - Rubber
College Manor	Dead End	College	Crack Seal - Rubber
Dierdorff	Airport	CR 42	Crack Seal - Rubber
Clinton	Greene	CR 17	Crack Seal - Rubber
Rieth	CR 17	US 33	Crack Seal - Rubber
Egbert	SR 15	16th	Crack Seal - Hot Oil
Purl	5th	9th	Crack Seal - Hot Oil
Baker	Riverside	Dewey	Crack Seal - Hot Oil
Riverside	Berkey	US 33	Crack Seal - Hot Oil
Wheatland	Berkey	Lincoln	Crack Seal - Hot Oil
5th	Middlebury	Hilltop	Crack Seal - Hot Oil
Burdick	9th	11th	Crack Seal - Hot Oil
Fairfield	US 33	16th	Crack Seal - Hot Oil
10th	College	New York	Crack Seal - Hot Oil

11th	Reynolds	Plymouth	Crack Seal - Hot Oil
14th	Reynolds	Douglas	Crack Seal - Hot Oil
Greene	RR	Dead End	Crack Seal - Hot Oil
River Race	Jefferson	Washington	Reconstruction
Kercher	Dierdorff	US 33	Reconstruction
Main	Madison	Middlebury	Full-Depth Asphalt Repairs
Winsted			Concrete - Full-Depth Repairs
Auten Court			Concrete - Full-Depth Repairs
Pembroke			Concrete - Full-Depth Repairs
Kentfield			Concrete - Full-Depth Repairs
Hampton Circle			Concrete - Full-Depth Repairs

Recommendations and Conclusions

This report provides the City with valuable information to assist in determining the annual maintenance budget. The results of this plan provide the City with a summary of the potential costs and different life cycle options that can be used in creating a plan for road maintenance. However, if more manhours were available, much more could be done to better track the deterioration and current condition of the pavement and the associated costs of maintenance. With the improved data, analysis and optimization, there would be a potential for a significant increase in the amount of improvement realized per dollar spent.

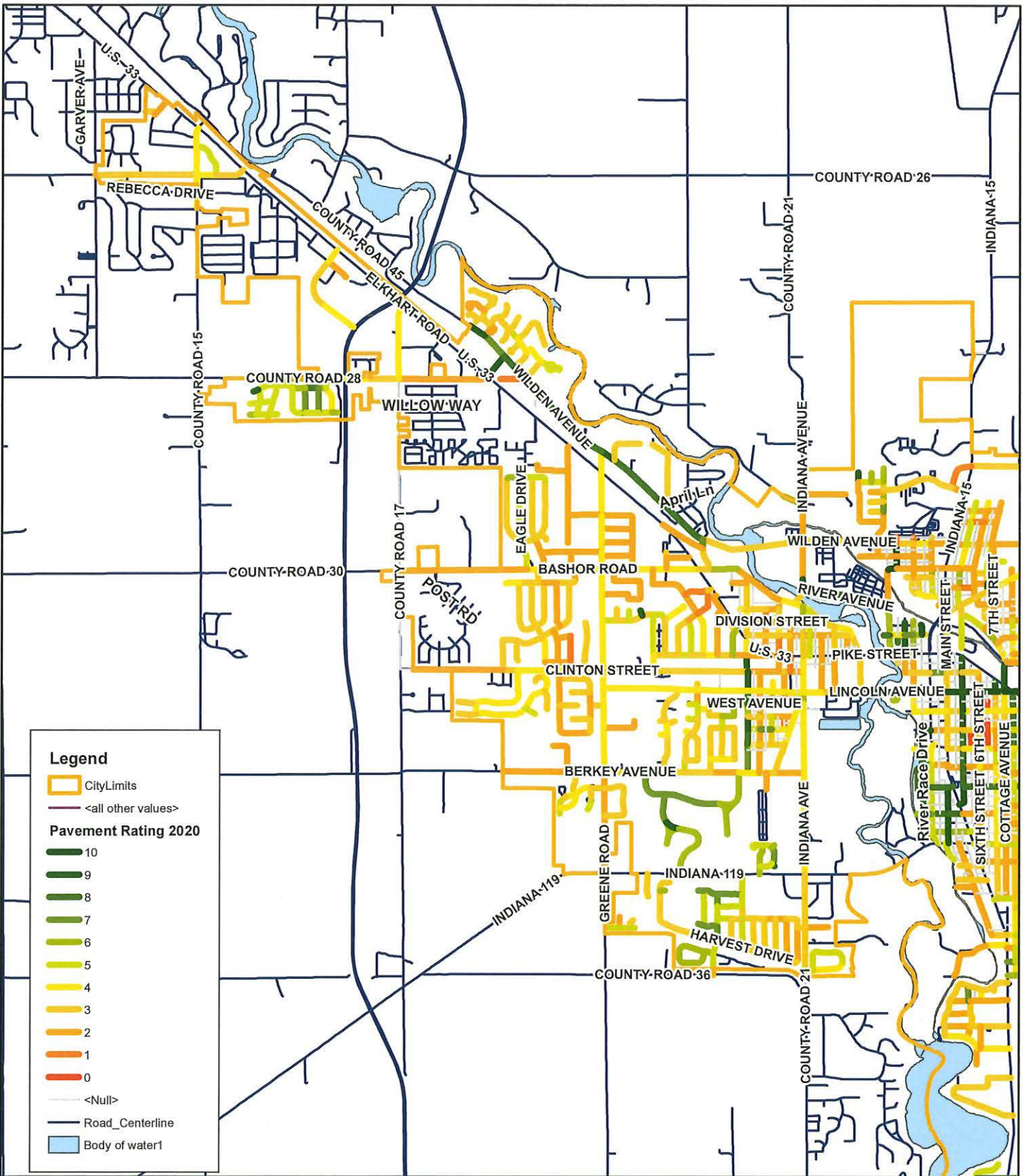
While many of the City's streets are not in need of complete reconstruction, the overall network is currently deteriorating year over year. There are several options that are currently used and some that are being considered to help preserve and extend the life of City streets. It is important to utilize preventative maintenance treatments early on in the life cycle of pavement, while the pavement is in good condition in order to extend the life of the pavement.

Biennial monitoring of all streets will need to be done to ensure that roadways are deteriorating at expected rates. This will help to find what maintenance methods help extend the lifecycle of the pavement most efficiently. Drainage conditions need to be looked at as well to determine if a drainage issue is causing the pavement failure. With overlays and reconstructions, the drainage catch basins may need to be adjusted to make sure that water is not trapped on the pavement. The following is a list of recommendations presented in this report:

- Adopt this plan as a framework for future maintenance and rehabilitation of the City of Goshen's Streets.
- The City should perform routine maintenance on streets with condition ratings of 7 and higher to extend the life of those streets.
- The City should also perform routine maintenance on streets with condition ratings of 5-6 but may also need to look at performing some structural repairs and patchwork or overlays.
- The City should perform patching or mill and overlays for ratings of 3-4.
- The City should perform full reconstruction on streets with a rating of 1-2.

- The City should consider investment in a comprehensive asset management program to better optimize each dollar spent.

Appendix



City of Goshen
 2020 PASER Ratings
 Northwest - Map 1 of 2



N
 Feet

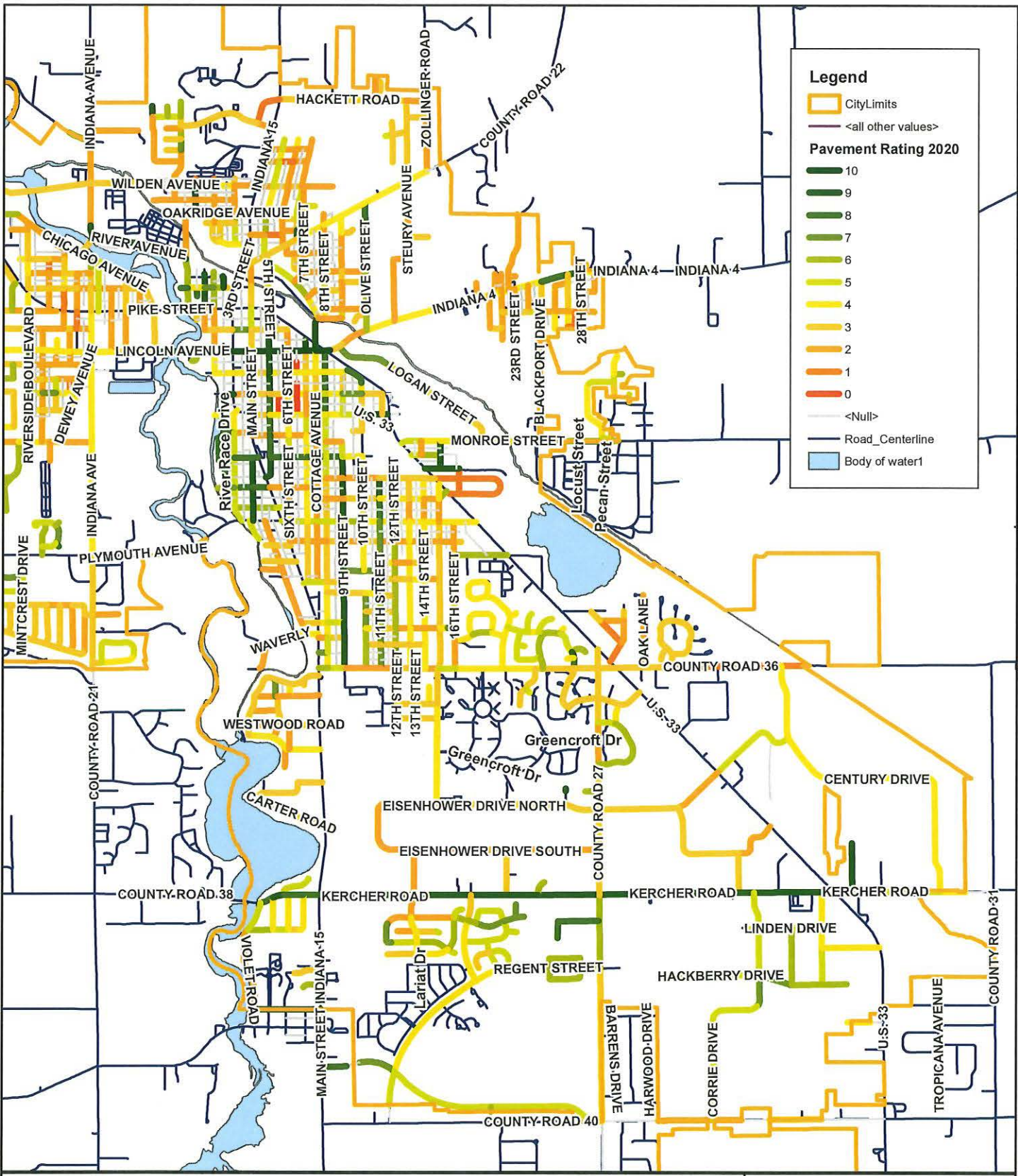
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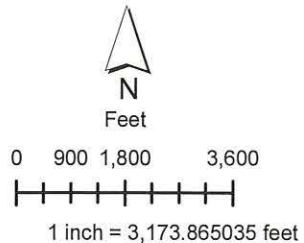
1 inch = 3,557.407407 feet

Date: 11/25/2020

Drawn by: JSC



City of Goshen
 2020 PASER Ratings
 Southeast - Map 2 of 2



Date: 11/25/2020
 Drawn by: JSC



**Engineering Department
CITY OF GOSHEN**

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MEMORANDUM

TO: Board of Public Works & Safety

FROM: Engineering Department

RE: **CHANGE ORDER NO. 3 FOR EAST GOSHEN WATER MAIN
REPLACEMENT PROJECT – STEURY AVENUE TO BLACKPORT DRIVE
(JN: 2019-0037)**

DATE: November 30, 2020

Attached please find Change Order No. 3 for the East Goshen Water Main Replacement Project.

Change Order No. 3 covers additional costs and time due to necessary removal of unanticipated brick and wood timber buried below the pavement and within the water main trench on East Lincoln Avenue. The original contract amount plus additions from Change Order No. 1 through Change Order No. 2 was \$1,110,195.47. The quantities from Change Order No. 3 increase the contract amount by \$19,867.00, for a revised contract amount of \$1,130,062.47, an increase of 8.85% over the original contract price.

Change Order No. 3 also provides for an extension of the current contract completion date by 5 business days, or 7 calendar days, from December 4 to December 11, 2020.

Requested motion:

Move to approve Change Order No. 3 for the East Goshen Water Main Replacement Project for an increase of \$19,867.00 and extension of contract completion date by 7 calendar days.

CHANGE ORDER FORM

Pg 1 of 3

Change Order No. 3
Date: 11/30/20

**CITY OF GOSHEN, INDIANA
OFFICE OF THE CITY ENGINEER
204 E. Jefferson Street, Suite 1
Goshen, IN 46528**

OWNER: City of Goshen
PROJECT NAME: East Goshen Water Main Replacement - Steury to Blackport
PROJECT NUMBER: 2019-0037
CONTRACTOR: Selge Construction Co., Inc.

I. DESCRIPTION OF WORK INVOLVED (Use additional sheets if needed)

During excavation for water main on East Lincoln Avenue, additional brick and wood timbers were encountered that were not expected from soil borings and pavement cores. Change Order No. 3 includes costs associated with separating, hauling, and disposing of this material.

Due to delays encountered from waiting on separate gas main relocation, as well as additional work encountered to remove unexpected brick and wood timbers, Selge Construction is also requesting an additional extension for the contract completion date until December 11, 2020.

CO3.1	Brick, Asphalt, and Concrete - Removal, Sorting, & Hauling 15 Loads - Buried at 4' +/- Below Grade	1 LSUM @ \$9,237.00	\$9,237.00
CO3.2	Brick - Removal and Hauling of 10 Loads of Surface Brick not Depicted in Pavement Cores	1 LSUM @ \$1,885.00	\$1,885.00
CO3.3	Wood Logs - Removal, Sorting, Hauling, and Disposal of 3 Loads of Wood Timber	1 LSUM @ \$8,745.00	\$8,745.00

Subtotal - \$19,867.00

CHANGE ORDER FORM

Pg 2 of 3

Change Order No. 3

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract		\$1,038,228.25
2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers 0 to <u>2</u>		\$71,967.22
3. Amount of Contract, not including this supplement		\$1,110,195.47
4. Addition/ Reduction to Contract due to this supplement		\$19,867.00
5. Amount of Contract, including this supplemental		\$1,130,062.47
6. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4)		\$91,834.22
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>3</u> (Line 6 divided by Line 1)		8.85%

III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby extended/~~reduced~~ by 7 calendar days, making the final completion date: December 11, 2020.
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as _____, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.

CHANGE ORDER FORM

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Change Order No. 3

RECOMMENDED FOR ACCEPTANCE



Bryce J. Gast, P.E.
Administrative City Engineer

ACCEPTED: BOARD OF PUBLIC WORKS AND SAFETY
CITY OF GOSHEN, INDIANA

Mayor

Member

Member

ACCEPTED: CONTRACTOR

Selge Construction Co., Inc.

BY: _____
Signature of authorized representative

Printed

Title



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

November 30, 2020

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Agreement with Elkhart FOP Lodge 52, Inc.

The City and the Elkhart FOP Lodge 52, Inc. have concluded negotiations of a new agreement. Following is a summary of the changes:

Parties and Representation – The Goshen Lodge No. 81 has merged with Elkhart FOP Lodge 52, Inc. Thus, the agreement is now between the City and Elkhart FOP Lodge 52, Inc. representing the full-time sworn police officers of the Goshen Police Department (excluding Chief, Assistant Chief and Division Chiefs). The Lodge will no longer represents any civilian employees.

Effective Dates – The agreement is effective from January 1, 2021 through December 31, 2021.

Wages – The base salaries are increased 2%.

Health Insurance – The City will continue to pay 80% and the employee will continue to pay 20% of the weekly health insurance premium cost. The weekly premium rates are \$433.86 effective January 3, 2021; \$453.86 effective January 2, 2022; and \$473.86 effective January 1, 2023.

Compensatory Time – The position of School Resource Officer may accumulate up to 360 hours of compensatory time.

Technical Skills Pay – Employees may now earn a maximum of \$1,600 annually in technical skills pay for up to five technical skills. The first technical skill is \$500 annually (no change), the second and third are \$300 each annually (increased from \$250), and the fourth and fifth are \$250 each annually (new).

Specialty Pay –

An officer acting as a Field Training Officer with a new recruit shall receive \$30 per shift or \$15 for a half shift (increased from \$20 per shift and \$10 per half shift).

An officer acting as Detective Team Leader shall receive \$1,200 annually (increased from \$600 annually).

New positions to receive specialty pay of \$1,200 annually include Field Training Officer Supervisor; Honor Guard Commander; SWAT Commander and SWAT Assistant Commander.

Clothing Allowance – Clothing allowance increased to \$1,500 annually (previously \$1,000 annually).

Sick Leave – All employees will earn 6.75 hours of sick leave for each month of service. (Previously, employees hired before January 1, 2013 earned 6.75 hours per month and employees hired on or after January 1, 2013 earned 4.5 hours per month.)

Department Strength – A Special Police Officer (a civilian position not represented by the Lodge) assigned Patrol Officer duties will not count toward minimum shift strength unless the watch supervisor is unable to secure a sufficient number of off-duty officers for the shift after making a reasonable effort to do so.

Hiring Bonus – The amount of a hiring bonus and when it will be paid will be determined by the Board of Public Works and Safety. (Previously, \$2,000 was paid at hire to eligible officers, \$2,000 on the second anniversary, and \$4,000 on the fifth anniversary.)

Suggested Motion:

Move to approve and authorize the Mayor to execute the agreement with the Elkhart FOP Lodge 52, Inc.

**AGREEMENT BETWEEN
CITY OF GOSHEN, INDIANA
AND
ELKHART FOP LODGE 52, INC.**

EFFECTIVE DATES

JANUARY 1, 2021 THROUGH DECEMBER 31, 2021

**AGREEMENT BETWEEN
CITY OF GOSHEN, INDIANA
AND
ELKHART FOP LODGE 52, INC.**

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AGREEMENT BETWEEN
CITY OF GOSHEN, INDIANA
AND
ELKHART FOP LODGE 52, INC.

This agreement is entered into on _____, 2020, effective on January 1, 2021 and continuing until December 31, 2021, between the City of Goshen, Indiana, hereafter called "City," and Elkhart FOP Lodge 52, Inc., hereafter called "Lodge," representing all full-time sworn police officers of the Goshen Police Department, hereafter called "Police Department."

The City and the Lodge recognize and declare that they have bargained collectively with respect to terms and conditions of employment for employees of the Police Department, and it is their desire, in the best interest of the City, to promote harmonious relations between the City and the Lodge and to improve police protection for the citizens of the City. It is agreed that the understanding reached should be incorporated into a written contract which will set forth the respective rights and obligations of both the City and the Lodge and will provide an orderly and equitable means of resolving any future differences between the parties.

It is therefore agreed as follows:

ARTICLE I Recognition

Section 1.

The City recognizes the Lodge as its sole and exclusive bargaining representative for all full-time sworn police officers of the Police Department excepting the Chief of Police, the Assistant Chief of Police, and the Division Chiefs. The Lodge does not represent any full-time civilian employees, including Special Police Officers, part-time or seasonal employees of the Police Department.

Section 2.

The City agrees it shall not enter into any oral or written agreements with any employee represented by the Lodge either individually or collectively, or with any other organization acting on behalf of said employees for the duration of this agreement except as allowed in Article XLII of this agreement.

Section 3.

The Lodge membership acknowledges that their duly authorized and elected representatives can enter into an agreement with the City. Such agreement must then receive a simple majority of the total ballots cast of all personnel under the contract to make the agreement binding.

ARTICLE II**Term**

Section 1.

This agreement shall be in effect on January 1, 2021 and continue until December 31, 2021.

Section 2.

The parties agree that commencing not later than one hundred twenty (120) days prior to August 1, 2021, they will commence negotiations to modify or amend this entire contract.

Section 3.

In the event the parties are unable to reach a new agreement, the terms and provisions of this agreement shall remain in full force and effect for a period of two (2) years after the date of expiration of this agreement or until a new agreement is reached, whichever shall occur first.

Section 4.

With the mutual consent of both parties, any Article or Articles of this agreement may be opened for negotiation at any time.

ARTICLE III**Lodge Activities**

Section 1.

Employees, individually and through their Lodge representatives, shall have the right to engage in lawful concerted activities for the purpose of negotiation or bargaining with the City, or other mutual aid and protection to express or communicate any views, grievances, complaints, or opinions related to the conditions or compensation of public employment, or their betterment, free from any and all restraint, interference, discrimination, or reprisal.

Section 2.

When any designated representative of the Lodge intends to spend time on Lodge activities during a time that he/she is scheduled to work, he/she shall inform the Chief of Police through the chain of command at least one (1) week in advance unless the nature of the activity does not allow one (1) weeks' notice. In such circumstances, the Chief of Police shall be notified as soon as practicable.

Section 3.

The Lodge shall be afforded the right to utilize bulletin boards at the police station and any sub-police stations for the posting of Lodge notices and other Lodge materials. Such board shall be identified with the name of the Lodge, and the Lodge may designate persons responsible for utilizing the boards.

Section 4.

The Lodge may schedule meetings on City Police Department property so long as such meetings will not be unduly disruptive to the efficient operation of the Police Department.

Section 5.

The Lodge representatives and any other members who are elected to a State or National Lodge Office shall be allowed time off with pay to attend State and National conventions, seminars, and meetings as long as the minimum strength requirements on their respective watches are met. If a representative's watch is below minimum strength, then the representative shall nonetheless be allowed time off as long as minimum strength requirements can be met with qualified personnel.

Section 6.

The Pension Fund Trustees from time to time shall be permitted time off with pay to attend formal police pension seminars.

ARTICLE IV Rights of Management

Except as otherwise provided in this agreement or applicable federal, state, or local laws or ordinances, the City, in the exercise of its functions of management, shall have the right to decide the policies, methods, safety rules, direction of employees, assignment of work, contracting of work equipment to be used in the operation of the Police Department; to determine the hours of work, the right to hire, discharge, suspend, discipline, promote, demote, and transfer employees covered under this contract; and it is agreed that the enumeration of the above management prerogatives shall not be deemed to exclude other prerogatives not enumerated. Nothing in this Article shall abdicate the employee's rights to grievance procedure.

ARTICLE V**Dues Deduction**

The City shall deduct from the pay of each employee, who has authorized deductions to the Treasurer of the Lodge, all amounts established by the Lodge as dues, fees, and assessments. The Treasurer of the Lodge shall provide a list of employees and amounts as authorized to the Clerk-Treasurer. Each month the City shall remit the total amount of deductions from those who have authorized such deductions to the Treasurer of the Lodge.

ARTICLE VI Wages

The salary schedule containing base salary and fringe benefits as established by action of the Common Council of the City of Goshen, Indiana is made a part of this agreement by reference. The base salary to be included in the annual salary ordinance is included in Exhibit A attached to this agreement.

ARTICLE VII Overtime

Section 1. Overtime Pay

- (A) With the exception of employees attending the basic Indiana Law Enforcement Training Academy, any employee who works in excess of nine (9) hours in one (1) workday shall receive overtime pay or compensatory time, at the choice of the employee, in addition to any other benefits to which he/she may be entitled. Such overtime pay shall be paid at the rate of time and one-half (1½) of the employee's prevailing hourly rate. An employee's prevailing hourly rate shall be defined as the total of his/her annual base salary, time-in-service increment pay, technical skills pay, and longevity bonus pay divided by two thousand one hundred six (2,106) hours. Compensatory time shall be awarded at the rate of one and one-half (1½) times the actual hours worked.
- (B) Overtime duty shall be assigned to employees as uniformly as possible.
- (C) When an employee is called in to work overtime, he/she shall be guaranteed a minimum of two (2) hours work with the choice of two (2) hours pay at the overtime rate or three (3) hours of compensatory time.
- (D) An employee attending the basic Indiana Law Enforcement Training Academy shall receive compensatory time off in lieu of overtime pay for each hour worked in excess of eighty-one (81) hours in the fourteen (14) day work period. Compensatory time shall be at the rate of one and one-half (1½) hours for each hour worked in excess of eighty-one (81) hours in a work period. Hours worked shall include the time the employee spends in training and time required to drive to and from the Academy.

Section 2. Call In Authorization

Only the officers listed below shall have the authority to call in personnel for extra duty pay:

- (A) Chief of Police.
- (B) Assistant Chief.
- (C) Division Chiefs.
- (D) In the absence of the Chief of Police, the Assistant Chief, or the Division Chiefs, then the officer in charge of the watch.

ARTICLE VIII Holiday Compensation

Section 1.

Each employee of the Police Department shall receive eleven (11) days as in lieu of holiday pay, which days are not specifically named.

Section 2.

Each employee shall receive his/her regular daily wage (nine (9) hours x regular hourly rate of base pay per level), per eleven (11) days for the calendar year.

Section 3.

In the event an employee leaves the department, his/her holiday compensation will be prorated on an annual calendar year basis. If an employee works three (3) months, he/she shall be entitled to twenty-five percent (25%) of the holiday pay.

ARTICLE IX Court Time Pay

Section 1.

In addition to any other item of compensation, employees shall receive court time pay when appearing during off duty hours before any court or administrative body on behalf of the City, or at the County Prosecutor's Office pertaining to incidents investigated by said employee while in the line of duty whether such incidents are civil or criminal in nature.

Section 2.

Such court time pay shall be paid at the current overtime rate of pay. A guaranteed minimum of two (2) hours will be paid to those employees for any appearance as set out in Section 1 of this Article.

Section 3.

Any employee who retires or leaves the department due to a medical disability or leaves the department without disciplinary proceedings and is required to testify on behalf of the City or State of Indiana in any criminal proceeding, in any court trial, arbitration hearing, or administrative proceeding shall be paid by the City at the rate of pay for the rank he/she last held. City agrees to a minimum of two (2) hours for each date a former employee is required to appear. This Section applies only for a period of five (5) years from said date of termination of employment.

ARTICLE X**Funeral Leave**

Section 1.

In case of death in an employee's immediate family, said employee shall be granted, upon request, three (3), nine (9) hour workdays off without loss of pay within fourteen (14) days immediately following the death to make preparation for, attend the funeral and burial, or attend any necessary business or legal matters of the relative or the relative's estate. The immediate family is defined as: spouse, parent, parent-in-law, daughter, son, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, stepparent, stepchild, or any other relative who was a member of the employee's household immediately preceding the death.

Section 2.

In case of death of a member of the employee's family other than the family defined in Section 1 of this Article, an employee may be granted, upon request, one (1), nine (9) hour day of leave without pay.

Section 3.

In case of death of a co-worker, an employee may be granted reasonable time off to attend the funeral of said co-worker, provided that staffing permits. As contained herein, a co-worker shall be identified as an employee at the time of death.

Section 4.

In the event an employee serves as a pall bearer in any funeral, the employee shall be allowed one (1), nine (9) hour day of leave without pay, provided that staffing permits.

Section 5.

The Chief of Police, Assistant Chief, or Division Chiefs, or if they are unable to be reached, the officer in charge of the employee's watch, shall have the right to grant, in appropriate cases at their sole discretion, additional days off work without pay.

Section 6.

If an employee takes funeral leave without pay, the employee may use accrued vacation time, compensatory time, or personal days to avoid a loss of pay.

ARTICLE XI Increment Pay

Section 1.

In addition to any other items of compensation, the City shall also pay increment pay in recognition of faithful service rendered by Police Department employees to the City. The increment pay shall be paid Two Hundred Dollars (\$200.00) per year of service, to a maximum of Three Thousand Four Hundred Dollars (\$3,400.00) per year (seventeen (17) years of service).

Section 2.

This pay is to be included in the regular biweekly check and it is to reflect the number of years and partial years completed at the end of the present calendar year by the respective department personnel. For purposes of computation, years of service shall be measured from the first day of employment with the City.

- (A) In the event that an employee resigns and is rehired within two (2) years of resignation, computation for increment pay shall be based upon the original date of employment less the period of time from resignation to rehire date.

**ARTICLE XII Technical Skills Pay, Patrol Officer In Charge of Shift, and
Specialty Pay**

Section 1. Technical Skills Pay

In addition to any other item of compensation, the City shall also pay annual technical skills pay to those employees certified to have technical skills beneficial to the department. Said technical skills pay is to be included in the regular biweekly check at the rate of:

- First Technical Skill..... Five Hundred Dollars (\$500) Annually.
- Second Technical Skill Three Hundred Dollars (\$300) Annually.
- Third Technical Skill Three Hundred Dollars (\$300) Annually.
- Fourth Technical Skill..... Two Hundred Fifty Dollars (\$250) Annually.
- Fifth Technical Skill Two Hundred Fifty Dollars (\$250) Annually.

Technical skills certification shall be a matter of record and supervised by the Chief of Police.

The maximum amount of technical skills pay the City shall pay an employee is One Thousand Six Hundred Dollars (\$1,600) annually. No additional payment will be made for obtaining any additional technical skills certification after the fifth technical skill.

Section 2. Patrol Officer In Charge of Shift

A Patrol Officer who is the officer in charge of a shift or half shift but who is not a Sergeant, Lieutenant, Captain, Detective, or appointed rank such as a School Resource Officer, shall receive an additional Twenty-five Dollar (\$25.00) bonus for each shift, or Twelve Dollar and Fifty Cent (\$12.50) bonus for each half shift, that the Patrol Officer serves as the officer in charge of. This bonus shall be paid in the next regular biweekly check.

Section 3. Specialty Pay

(A) In addition to any other item of compensation, a police officer acting as a field training officer with a new recruit who is not a Detective or appointed rank such as a School Resource Officer, shall receive specialty pay for each shift or half shift serving in this position. The specialty pay shall be Thirty Dollars (\$30.00) per shift, or Fifteen Dollars (\$15.00) for half shift, with the new recruit, and shall be included in the officer’s next regular biweekly check.

(B) A police officer acting in the following positions shall receive additional compensation as specialty pay:

- Detective Team Leader One Thousand Two Hundred Dollars (\$1,200) Annually.
(Two (2) positions)
- Field Training Officer Supervisor..... One Thousand Two Hundred Dollars (\$1,200) Annually.
- Honor Guard Commander..... One Thousand Two Hundred Dollars (\$1,200) Annually.

S.W.A.T. Commander One Thousand Two Hundred Dollars (\$1,200) Annually.

S.W.A.T. Assistant Commander One Thousand Two Hundred Dollars (\$1,200) Annually.

The specialty pay shall be paid quarterly and shall be prorated based on the actual time the officer spends in a position.

ARTICLE XIII Longevity Bonus

In addition to any other item of compensation, the City shall pay those employees having exceeded twenty (20) years of service an annual longevity bonus of Two Thousand Dollars (\$2,000.00), or the prorated portion due at the time of payment. The amount is payable by the first pay day in December each year or at the time of severance.

ARTICLE XIV Clothing Allowance

Section 1.

In addition to any other item of compensation, the City shall also pay employees having one (1) or more years' service a clothing allowance of One Thousand Five Hundred Dollars (\$1,500) annually.

Said amount is to be paid biannually to maintain uniforms. The first payment shall be on the first pay period in the month of April. The second payment shall be on the first pay period in the month of October. The City shall furnish: one (1) Class A summer shirt, one (1) Class A winter shirt, one (1) Class A pair of uniform pants, two (2) Class B summer shirts, two (2) Class B winter shirts, and two (2) Class B pair of uniform pants. The City shall also furnish jackets, caps, patches, badges, one (1) pair of shoes, all buttons, duty belt and related items, firearms, and ammunition required to all new employees. All uniforms and the additional items shall be furnished to the new employee during his/her first month of employment. In the event that the Class A uniform becomes the standard uniform, the City shall furnish two (2) Class A summer shirts, two (2) Class A winter shirts, and two (2) Class A pair of uniform pants.

Section 2.

In consideration of this allowance, employees agree to keep their uniforms and/or plain clothes in good repair, to replace all worn out items as necessary, and to submit to a biannual inspection at the pleasure of the Mayor and/or the Board of Public Works and Safety who shall announce their intention to inspect no less than thirty (30) days prior to said inspections.

Section 3.

Nothing contained herein shall be construed to exclude roll-call inspections by watch supervisors.

ARTICLE XV Vacation Leave

Section 1.

Vacation leave shall accrue according to the benefit of department employees based upon the years of service as follows:

One (1) full year through seven (7) full years..... One hundred twenty-six (126) hours

Starting eight (8) years through fourteen (14) full years.....One hundred eighty-nine (189) hours

Starting fifteen (15) years and more Two hundred fifty-two (252) hours

Section 2.

For the purpose of computation, years of service shall be determined from the first date of employment with the City.

- (A) In the event that an employee resigns and is rehired within two (2) years of resignation, computation for vacation leave shall be based upon the original date of employment less the period of time from resignation to rehire date.

Section 3.

Vacation leave shall accrue on the anniversary date of each employee at which time said employee has until the next anniversary date to use the full amount of paid vacation leave. No employee shall carry any vacation leave from one accrual period into another without the written permission of the Chief of Police.

Section 4.

Unless voluntarily surrendered by the employee who is the subject of a disciplinary action, vacation leave shall not be deducted as a disciplinary measure by either the City or the Police Department administration.

Section 5.

Vacation leave shall be selected on the basis of rank and then seniority per shift until April 1st of each year. After that date, any employee may request vacation leave without fear of losing time off to higher rank or seniority. No employee, regardless of seniority, shall schedule vacation leave for every holiday or weekend during the year.

Section 6.

Upon death, retirement, voluntary termination or discharge, the City shall reimburse each employee or his/her estate for earned but unused vacation leave at his/her prevailing hourly rate of pay. All time up to the date of termination shall be credited and a monetary reimbursement shall be made.

Section 7.

Vacation leave shall be a matter of record and shall be supervised by the Chief of Police or his/her designee who shall post those records at monthly intervals. Any employee shall have fourteen (14) days from the posting date to correct discrepancies.

ARTICLE XVI Compensatory Time

Section 1.

- (A) Whenever any employee, excluding an employee in the position of School Resource Officer, submits a unit of compensatory time that causes the employee's accumulated compensatory time to exceed one hundred fifty (150) hours, the employee shall not accumulate any further compensatory time until that total has been reduced to a level under one hundred fifty (150) hours. An employee in the position of School Resource Officer shall not accumulate compensatory time in excess of three hundred sixty (360) hours.
- (B) At the next pay period the employee shall be paid his/her prevailing regular hourly rate for all compensatory time exceeding one hundred fifty (150) hours, or three hundred sixty (360) hours for an employee in the position of School Resource Officer. This rate shall be determined by dividing his/her annual salary, time-in-service increment pay, technical skills pay, and longevity bonus pay by two thousand one hundred six (2,106) hours. No employee of the Goshen Police Department shall be allowed to have a negative number of compensatory hours at the end of any pay period.

Section 2.

Unless voluntarily surrendered by the employee who is the subject of a disciplinary action, compensatory time shall not be deducted from an employee's records as a disciplinary action by either the City or the Police Department administration.

Section 3.

Any hours worked in excess of nine (9) hours in any one (1) workday may be awarded as compensatory time or be paid as overtime at the choice of the employee. Compensatory time for hours worked shall be awarded at the rate of one and one-half (1½) times the actual hours worked rounded up to the nearest one-quarter (¼) hour increment. When an employee is called in to work overtime, they shall be guaranteed a minimum of two (2) hours of work at the rate of three (3) hours compensatory time or two (2) hours paid overtime.

Section 4.

Compensatory time shall be a matter of record and shall be supervised by the Chief of Police or his/her designee who shall post said records at monthly intervals. Any employee shall have fourteen (14) days from the posting date to correct discrepancies.

Section 5.

Rank then seniority shall have preference in the selection of time off for compensatory time leave. After April 1st, it shall be the right of any employee to request compensatory time leave without fear of losing same to employees of higher rank or seniority. No employee, regardless of rank or seniority, shall request compensatory time leave for each holiday or weekend during the year.

Section 6.

Upon death, retirement, voluntary termination, or discharge, the City shall reimburse each employee or his/her estate for earned but unused compensatory time at the prevailing hourly rate. All time up to the date of termination shall be credited and monetary reimbursement made.

Section 7.

Those employees on compensatory time leave shall be the first recalled should a manpower shortage exist on their shift during their absence, and they shall report to duty within a reasonable amount of time. An employee who has been approved for compensatory time leave shall be called in for a manpower shortage no later than twenty-four (24) hours prior to the start time of their shift approved for compensatory time leave; notwithstanding the foregoing, the twenty-four (24) hour notice shall not apply to an emergency situation as determined by the Chief of Police. Emergency situation is defined as a man-made or natural disaster or event that would most likely require the full resources and manpower of the department.

Section 8.

Compensatory time leave shall not be unreasonably withheld from approval by the Chief of Police or his/her designee.

ARTICLE XVII Personal Leave

Section 1.

In addition to any other benefit as herein fixed, employees of the Goshen Police Department shall receive forty-five (45) hours of personal leave off per year at the employees' respective rate of pay.

Section 2.

Personal leave shall be awarded on January 1st of each year.

Section 3.

Employees shall be able to carry over unused personal leave from one calendar year to another. No employee is allowed to carry over more than sixty-three (63) hours of unused personal leave from previous calendar years.

Section 4.

Unless voluntarily surrendered by the employee who is the subject of a disciplinary action, personal leave shall not be deducted as a disciplinary measure by either the City or the Police Department administration.

Section 5.

Personal leave shall be selected on the basis of rank then seniority per shift until April 1st of each year. After that date, any employee may request personal leave without fear of losing time off to higher rank or seniority. No employee, regardless of seniority, shall schedule personal leave for every holiday or weekend during the year.

Section 6.

Upon death, retirement, voluntary termination, or discharge, the City shall reimburse each employee or his/her estate for earned but unused personal leave up to a total of ninety (90) hours of personal leave at his/her prevailing hourly rate of pay. All time up to the date of termination shall be credited and a monetary reimbursement shall be made.

Section 7.

Any employee hired during a calendar year shall have his/her personal leave awarded, prorated respectively to his/her date of hire. Any employee hired within the month of January during a calendar year shall be awarded forty-five (45) hours of personal leave.

Section 8.

Personal leave shall be a matter of record and shall be supervised by the Chief of Police or his/her designee who shall post those records at monthly intervals. Any employee shall have fourteen (14) days from the posting date to correct discrepancies.

ARTICLE XVIII Sick Leave

City and Lodge commit to further discussions concerning potential modifications to the existing sick leave programs; however, both parties acknowledge and agree that such discussions are not a guarantee that existing sick leave programs will be modified in any manner.

Section 1.

Each employee shall receive eighty-one (81) hours of sick leave per year accruing at the rate of six and three-quarter (6.75) hours of sick leave per month of service.

Section 2.

Sick leave is cumulative up to a maximum of eight hundred ten (810) hours.

Section 3.

Any employee who has accumulated sick leave totaling more than eight hundred ten (810) hours, but less than one thousand six hundred twenty (1,620) hours will not lose the accumulated sick leave, but will not be allowed to add to the total leave accumulated as of December 31, 2001.

Section 4.

Any employee who has two hundred seventy (270) hours of sick leave accumulated on January 1st of any calendar year may sell the first fifty-four (54) hours of sick leave of that calendar year if not used during the calendar year at the rate of One Hundred Fifty Dollars (\$150.00) for each nine (9) hours sold. For example, if at the beginning of 2002 an employee has two hundred seventy (270) hours of sick leave accumulated and during 2002 the employee uses eighteen (18) hours of sick leave, at the end of the year the employee may sell thirty-six (36) hours of sick leave to the City for a total of Six Hundred Dollars (\$600.00) at the employee's option.

Section 5.

Upon retirement the City will pay the retiring employee One Hundred Dollars (\$100.00) for each nine (9) hours of accumulated sick leave over four hundred fifty (450) hours up to a maximum of ninety (90) hours.

Section 6.

Except as provided in Sections 4 and 5, no employee will be paid for any accumulated sick leave, except for time off due to illness, non-duty related injury, or maternity leave.

Section 7.

During illness, an employee's pay and other benefits shall continue subject to the right of the Board of Public Works and Safety to require a physician's statement confirming the employee's illness after forty-five (45) consecutive hours of sick leave.

Section 8.

Sick leave shall be a matter of record supervised by the Chief of Police or his/her designee who shall post said record at monthly intervals. Any employee shall have fourteen (14) days from the posting date to correct discrepancies.

ARTICLE XIX Hours of Employment and Days Off

Section 1.

The regular workday of all employees, except as designated in Section 2, shall be nine (9) hours.

Section 2.

The regular workweek for all employees shall consist of a two (2) week rotation period. The one week will be five (5) consecutive workdays and two (2) consecutive days off, and the other week will be four (4) consecutive workdays and three (3) consecutive days off, and shall include paid days.

Section 3.

The Patrol Division of the department that is structured in such a manner so that there is an option for regular days off, the determining factor for awarding these regular days off shall be by seniority and not by rank or time-in-grade.

Any specialized unit of the department, including but not limited to the CIW (Detective Bureau), that is structured in such a manner so that there is an option for regular days off, the determining factor for awarding these regular days off shall be by cumulative time-in-grade and not by seniority or rank.

Section 4.

The Patrol Division of the department that is structured in such a manner so that there is an option of duty hours on a daily basis, the determining factor for awarding these working hours shall be by seniority and not by rank or time-in-grade.

Any specialized unit of the department, including but not limited to the CIW (Detective Bureau), that is structured in such a manner so that there is an option of duty hours on a daily basis, the determining factor for awarding these working hours shall be cumulative time-in-grade and not by seniority or rank.

The foregoing requirements of this Section shall not apply to military reservists and K-9 officers. The Chief of Police or his/her designee has the full right and authority to assign these types of employees daily duty hours/shifts in the Patrol Division in his/her discretion without regard to seniority, rank, or time-in-grade.

Section 5.

- (A) There should regularly be a command officer (Sergeant or above) in charge of each patrol watch every work day.
- (B) All three (3) command officers shall not be permitted to share a common regular day off.
 - (1) Two (2) command officers may be permitted to share a common regular day off.
 - (2) If two (2) command officers are on a commonly shared day off and the third command officer wants to take any form of leave for that day, the third command officer may take leave so long as a Patrol Officer who has been approved by the Chief of Police or his/her designee will be in charge; or if at minimum manpower, the third command officer may

take leave provided the command officer has arranged trade time with another command officer or a Patrol Officer who has been approved by the Chief of Police or his/her designee.

- (3) At no time shall all three (3) command officers on any patrol watch schedule any form of leave for the same period.
- (C) For the purposes of this Article, the clause “any form of leave” shall be construed to include only vacation leave, compensatory time leave, and personal leave.

ARTICLE XX Trading of Time

Section 1.

Employees shall be permitted to voluntarily trade work time subject to the approval of the Chief of Police or his/her designee whose approval shall not be unreasonably withheld.

Section 2.

Employees shall be permitted to voluntarily trade work time in the form of personal leave from one employee to another subject to the approval of the Chief of Police or his/her designee. Trading of personal leave shall be done in whole or half day increments. Trading of personal leave/work time shall not be unreasonably withheld from approval by the Chief of Police or his/her designee.

ARTICLE XXI Health Insurance

Section 1.

The City shall provide at City's expense medical and hospitalization insurance for each member and the member's spouse and eligible dependents.

Section 2.

City will pay eighty percent (80%) of each employee's health insurance cost each week. The employee's contribution will not be more than twenty percent (20%) of the cost of health insurance per employee per week. Each employee will pay the following amount per week for health insurance:

- (A) An amount not to exceed Eighty-six and 77/100 Dollars (\$86.77) per week in 2021.
- (B) An amount not to exceed Ninety and 77/100 Dollars (\$90.77) per week in 2022.
- (C) An amount not to exceed Ninety-four and 77/100 Dollars (\$94.77) per week in 2023.

Section 3.

City agrees to contract with Central States, Southeast and Southwest Areas Health and Welfare Fund to purchase Central States' C6 Benefit Plan if Central States offers the Plan to the City at the following rates:

- (A) An amount not to exceed Four Hundred Thirty-three and 86/100 Dollars (\$433.86) per week (including the employee's contribution) for each employee effective January 3, 2021.
- (B) An amount not to exceed Four Hundred Fifty-three and 86/100 Dollars (\$453.86) per week (including the employee's contribution) for each employee effective January 2, 2022.
- (C) An amount not to exceed Four Hundred Seventy-three and 86/100 Dollars (\$473.86) per week (including the employee's contribution) for each employee effective January 1, 2023.

City's obligation to provide Central States, Southeast and Southwest Areas Health and Welfare Fund C6 Benefit Plan is subject to Central States continuing to offer coverage to the City's other employees at the same rate that Central States offers the Plan to the City's Lodge employees.

Section 4.

- (A) If City provides Central States C6 Plan, City fulfills its obligations for health insurance regardless if there are changes made in the C6 Plan by Central States, provided the changes do not substantially alter the current Central States C6 Plan benefit structure, including but not necessarily limited to, deductibles, out of pocket expenses and prescription drug coverage.
- (B) If there is a substantial change in the benefit structure of the current Central States C6 Plan, City and an insurance committee which includes FOP Labor Council representatives and representatives from the other City unions will discuss the modification and whether the City should look elsewhere for health insurance coverage. After such discussions, the FOP Labor Council can agree to accept the changes in Central States C6 Plan or accept the City's proposal for alternate health insurance

coverage. If no agreement is reached, the FOP Labor Council and the City agree to re-open the contract for negotiation of health insurance coverage and costs only.

- (C) If the per employee per week costs of providing Central States C6 Plan coverage exceeds the maximum established by this agreement in Section 3 of Article XXI, City agrees to discuss alternate health insurance coverage options with an insurance committee which includes FOP Labor Council representatives and representatives from the other City unions prior to making any change in health insurance coverage. Failure of the insurance committee to agree to changes in health insurance coverage does not re-open the health insurance coverage issue for negotiation during the term of the contract provided the substituted health insurance coverage meets the minimum requirements of Central States' C6 Plan.

ARTICLE XXII Duty Related Illness or Injuries

Section 1.

City shall pay for the care of a police officer who suffers an injury while performing his/her duty or contracts an illness caused by the performance of his/her duty. This care includes medical and surgical care; medicines and laboratory, curative and palliative agents and means; x-ray, diagnostic, and therapeutic service, including during the recovery period; and hospital and special nursing care if the physician or surgeon in charge considers it necessary for proper recovery. This provision is intended to meet the City's obligation established by Indiana Code 36-8-4-5. If the City's obligations under this state statute are modified the City's obligations under this subsection are modified accordingly.

Section 2.

Any and all expenditures required herein shall be paid from the General Fund of the City. The employee agrees to submit any claim to the City medical insurance plan.

Section 3.

Any employee so afflicted with an illness or injury shall not be required to use sick leave while absent from work.

Section 4.

When a police officer is unable to perform the essential functions of the officer's duties considering reasonable accommodations due to an illness or injury arising out of or in the course of the officer's employment by the City and such injury is not of the nature, degree and/or duration necessary to qualify the officer for the benefits under the applicable police pension and disability fund, the City will pay the police officer's pay and benefits for a period not to exceed an aggregate of fifty-two (52) weeks for any injury or illness.

Section 5.

If a police officer is unable to perform the essential functions of the officer's duties considering reasonable accommodations due to an illness or injury arising out of the officer's employment with the City and such injury is of a nature, degree and duration necessary to qualify the officer for benefits under the applicable police pension or disability fund, the City will pay the officer his/her pay and benefits until benefits from the applicable fund are received by the officer. In no event shall the City's obligation for full pay and benefits be less than an aggregate of twenty-six (26) weeks for each injury or illness nor more than an aggregate of fifty-two (52) weeks for each injury or illness.

Section 6.

If City believes that a police officer has suffered a duty related injury or illness of the degree, nature and duration necessary to qualify the officer for the benefits under the applicable police pension or disability fund, the City, through the Goshen Board of Public Works and Safety, may request that the local Police Pension Board conduct a hearing to determine whether the officer has a covered impairment under the applicable police pension or disability fund.

Section 7.

For the purposes of this Section, a covered injury or illness is an injury or illness which permanently or temporarily makes an officer unable to perform the essential functions of the officer's duties considering reasonable accommodations.

This provision is intended to be identical to Indiana Code 36-8-8-12.3 definition of a covered impairment. If the Indiana Code's definition of covered impairment is modified, this contract definition shall be modified accordingly.

Section 8.

City is entitled to be reimbursed for amounts paid under this Section if the police officer collects amounts for lost wages or for care of a police officer from any collateral source which shall include insurance or third party against whom the police officer has a cause of action for the injury or illness. To the extent that payment for such care or lost wages is from a disability insurance policy paid for by the officer, the City shall have no right to reimbursement.

ARTICLE XXIII Department Strength

- (A) It is agreed that a minimum number of sworn police officers shall be on duty for each shift, said minimum to be set semi-annually by the department administrators. When, in the event of sickness, vacation leave, schooling, or any reason whatsoever, the workforce is reduced below the minimum shift strength, the watch supervisor shall secure off duty police officers to maintain the required strength.

- (B) A Special Police Officer may be assigned duties to function as a Patrol Officer on the road by a watch supervisor with the consent of the Special Police Officer's supervisor; provided that such an assignment shall not count towards minimum shift strength unless the watch supervisor has made a reasonable effort to secure a sufficient number of off duty police officers for the shift but has been unable to do so.

ARTICLE XXIV Seniority, Lay Off and Recall

Except when in conflict with state statute, the following Sections shall apply in regards to seniority, lay offs, and recalls.

Section 1.

For the purpose of this contract, seniority for a sworn employee shall be defined as the status attained by continuous length of service as a sworn employee in matters regarding sworn employees.

Section 2.

An employee shall lose their seniority if he/she resigns or quits, is discharged, or retires. An employee who has been on lay off status for a period of time equal to his/her seniority at the time of lay off or two (2) years, whichever is the lesser, shall cease to accumulate additional seniority until recalled.

Section 3.

A "lay off" is defined to be a necessary reduction in the workforce of the Police Department. Lay offs shall be made in the reverse order of seniority, that is the employee with the least seniority shall be laid off first and the employee with the most seniority shall be laid off last.

Section 4.

A "recall" shall be an increase in the workforce of the Police Department following a lay off. Recall shall be made by seniority with the employee with the most seniority being the first individual to be recalled and the employee with the least seniority being the last individual to be recalled. No new police officer will be hired until all laid off police officers have been offered an opportunity to return. All promotions during a period of lay off are temporary until the full complement prior to the lay off is reached, at which time the pre-lay off rank structure shall be reinstated.

Section 5.

Any employee laid off shall be given at least thirty (30) days' notice prior to said lay off. No police officer's position or current work-related responsibilities shall be replaced by civilian or volunteer help until the complement of police officers is returned to the level prior to the lay off.

ARTICLE XXV Indemnification

Section 1.

- (A) The City shall indemnify and hold harmless each employee from all claims, suits, costs and judgements because of the reasonable acts or omissions of the employee arising out of or in the course of the performance of the duties of such employee; provided, however, that if an employer other than the City provides indemnification for the actions of the employee, the City shall not provide indemnification. Indemnity shall not be provided in the event the employee willfully violates any legal order of a superior officer or the rules and regulations of the Police Department, ordinances of the City of Goshen, laws of the State of Indiana, or laws of the United States of America.
- (B) Should any criminal action be instituted against any employee for any action arising out of or in the course of the performance of the duties of such employee, and should such proceedings be dismissed or result in a final disposition in favor of such employee, the City shall reimburse such employee for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial of all appeals.
- (C) Should any proceeding described in paragraph (B) of this Section be dismissed due to a plea bargain or other agreement with the employee which avoids criminal sanctions, the City shall not be responsible for fees and expenses incurred.

Section 2.

The City shall take such actions as it deems appropriate to forestall the execution of judgment against an employee personally, and if notwithstanding such efforts by the City execution is levied, the City shall indemnify and hold harmless the employee for any judgment covered under Section 1 of this Article.

Section 3.

- (A) The City shall provide legal counsel of the City's choosing to any employee against whom legal action has commenced as a result of the acts or omissions of the employee as set forth in Section 1 of this Article.
- (B) An employee shall have the option to retain his/her own attorney at his/her own expense to represent his/her interests in litigation without diminishing the responsibilities of the City under this Article.

Section 4.

As a condition precedent to the right of indemnification under this Article, any employee desiring indemnification shall:

- (A) Tender in writing to the City's attorney a notice of the City's obligation to appear and defend any litigation as may result in a judgment covered by the Article and grant to the City the right to make such investigation, negotiation and settlement of any claim that the City deems appropriate.
- (B) Give written notice containing the particulars sufficient to identify the employee involved and information as to the time, place, and circumstances thereof to the City's attorney as soon as reasonably practical following a covered occurrence.

- (C) Forward immediately any or all suit papers, demands, notices, summons, complaints or other process received by such employee to the City's attorney.
- (D) Cooperate with the City in the conduct or settlement of any legal proceedings and additionally grant the City the right to free access and use of all hospital, medical, and doctor's records and reports as to any employee's physical or mental condition in the conduct or settlement of any legal proceedings.

ARTICLE XXVI Grievance Procedure and Binding Arbitration

Section 1.

A "grievance" is defined to mean any difference that may arise between the parties or between the City and a Police Department employee covered by this agreement as to any matter involving interpretation, meaning, application, or violation of any of the provisions of this contract. A "grievant" is defined as any employee covered by this contract, group of employees, or the Lodge.

- (A) It shall first be the responsibility of the grievant to reduce the grievance into writing within sixty (60) days after it arises and present it to the Chief.
- (B) If the grievance is not resolved after a period of seven (7) days after being presented to the Chief, the written grievance shall be presented to the City's Board of Public Works and Safety.
- (C) If the matter is not resolved by the Board of Public Works and Safety within fourteen (14) days to the satisfaction of the grievant, the matter may be submitted to arbitration in accordance with the terms and conditions set forth below.

Section 2.

The grievant may send written notice of a demand for arbitration to the City. If within ten (10) days after the notice of the demand for arbitration the parties are unable to agree upon an arbitrator, then the grievant may request the Goshen Bar Association President to submit a panel of three (3) practicing attorneys. Upon submission of the panel, the City shall strike one (1) name within two (2) business days at which time the grievant shall strike one (1) of the remaining two (2) names within two (2) business days, and the name then remaining shall be the arbitrator. The impartial arbitrator shall hold hearings upon the issues, make such investigations as shall be deemed necessary to a proper decision, and render such decision in writing. A decision of the arbitrator shall be final and binding upon the parties. The arbitrator is authorized to conduct a hearing in an informal manner and without recourse to the technical, common-law rules of evidence required in judicial proceedings. Every person who is a party to such proceeding shall have the right to submit evidence in open hearing and shall have the right of cross-examination. Hearings may be held at any place in the county agreed to by the parties, or in the absence of agreement, as determined by the arbitrator.

Section 3.

The arbitrator's fees and necessary expenses of arbitration shall be borne by the losing party. However, it is agreed that such fees and expenses shall not include the attorney fees of either party.

ARTICLE XXVII Bill of Rights

All police officers within the bargaining unit shall be entitled to the protection of what shall hereafter be termed as the "Police Officers' Bill of Rights." The wide-ranging powers and duties given to police officers on or off duty involve them in all manner of contacts and relationships with the public. Of these contacts come many questions concerning the actions of police officers. These questions often require investigation by superior officers. In an effort to ensure these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are promulgated:

Section 1. Internal Affairs Investigations

The procedures contained in this Section apply only to Police Department internal affairs investigations.

- (A) Advance Notice. Prior to being interviewed regarding an internal affairs investigation for any reason which could lead to disciplinary action, an officer shall be:
- (1) Informed in writing of the nature of the investigation and whether the officer is a witness or a suspect, if and when known;
 - (2) Informed of other information necessary to reasonably apprise him/her of the nature of the allegations of the complaint, including the date, time, and location of the occurrence;
 - (3) Afforded an opportunity and facilities to contact and consult privately with an attorney of his/her choosing and/or representative of the Lodge;
 - (4) Whenever a delay in conducting the interview will not jeopardize the successful accomplishment of the investigation or when criminal culpability is not an issue, advance notice shall be given to the officer not less than twenty-four (24) hours before the initial interview commences or written reports are required from the officer.
- (B) Interview Safeguards. Any interview of an officer shall be when the officer is on duty unless the seriousness of the complaint dictates otherwise.
- (1) If prior to or at any time during the interview of a police officer it is determined that he/she may be charged with a criminal offense, he/she shall be immediately informed of his/her constitutional rights and the interview shall be terminated unless the officer chooses to waive his/her constitutional rights of self-incrimination.
 - (2) Interviews shall take place at the department police station facility, or elsewhere if mutually agreed, unless the emergency of the situation necessitates otherwise.
 - (3) An attorney or representative chosen by the officer must be, depending on the seriousness of the criminal matter under investigation and the need for immediate action, available within a reasonable period of time, and if any interview session is delayed more than twenty-four (24) hours because of the unavailability of the attorney or representative chosen by the officer, the officer may be subjected to disciplinary action up to and including suspended from duty without pay until the interview occurs. However, no matter how extreme an emergency exists, no interview shall take place until the officer shall be given a minimum of three (3) hours to obtain the services of a representative and/or attorney.

- (4) The officer being interviewed shall be informed of the name, rank, and command of the officer in charge of the investigation and the interviewing officer.
 - (5) Interviews shall be done under circumstances free of intimidation or coercion and shall not otherwise violate the officer's constitutional rights. The officer shall not be subjected to offensive or abusive language. No promise or reward shall be made as an inducement to answer questions unless the promise or reward is reduced to writing.
 - (6) Interviews shall not be overly long. The officer shall be entitled to reasonable intermissions as he/she shall request for personal necessities, telephone calls, and rest periods, with one (1) ten (10) minute intermission every hour if he/she requests.
 - (7) All interviews shall be limited in scope to activities, circumstances, events, conduct, or acts which pertain to the subject of investigation.
 - (8) Investigations shall be concluded without delay.
- (C) Investigations that Result in Charges Being Filed.
- (1) The officer will be furnished with a copy of the summary report of the internal investigation which will contain all material facts of the matter.
 - (2) The officer will be furnished with the names of all witnesses and complainants who will appear against him/her and/or whose statements will be used against him/her.
- (D) When Disciplinary Action Results.
- (1) When the investigation results in a determination of a sustained complaint and disciplinary action, only the findings and the disciplinary order will be placed in the officer's personnel file unless the officer requests inclusion of the complete record.
 - (2) No dismissal, demotion, or other punitive measures shall be taken against an officer unless he/she is notified of the action and a reason for such action prior to the effective date of such action.

Section 2. Personal Privileges

- (A) No officer shall be required for purposes of assignment or other personnel action to disclose any item of his/her property, income assets, source of income, or personal or domestic expenditures, including those of any member of his/her family, unless such information is obtained pursuant to proper legal process or tends to indicate a conflict of interest with respect to the performance of his/her official duties.
- (B) No officer shall have his/her residence, private place of business, if any, private vehicle or locker space assigned to him/her by the Police Department searched unless a valid search warrant is obtained or he/she voluntarily agrees to such search.
- (C) No member of the immediate family of the officer shall be required to give a statement to the investigator or be interviewed by the investigator unless the immediate family member is first notified that a formal investigation is being conducted.

Section 3. Lodge Representation

- (A) Any employee questioned by any superior with respect to any matter which might involve disciplinary action shall have the right to have a representative of the Lodge present during such questioning.
- (B) The representative is only there as a witness and in a nonparticipating capacity. In the event such questioning is being recorded by either party, the other party shall be informed prior to any such recording and shall be furnished with a copy of the recording and given the opportunity to make a transcription of the recording.

Section 4. Political Activities

Except when on duty or in uniform, no officer shall be prohibited from engaging in political activities.

Section 5. Polygraph Examinations

Any police officer under investigation shall not be required to take a polygraph examination or certified voice stress analyzer against his/her will.

Section 6. Blood, Breath, and Urine Tests

Blood, breath, and urine tests for controlled substances are mandatory for any member of the department who is suspected of being under the influence of alcohol or any drug while on duty; provided, however, that the officer shall not be required to submit to any such tests in regards to any occurrence at a time when he/she, while off duty, was compelled to take immediate police action in response to an emergency situation except in the event of a property damage accident or personal injury accident.

Section 7. Maintenance of Records

- (A) Complaints investigated by the department shall be handled in the following manner by classification and designation:
 - (1) Unfounded, exonerated and non-sustained complaints shall be destroyed upon the lapse of three (3) months from the date of complaint with the officer whom the complaint was made having a right to be present during the destruction if he/she desires. Said officer shall be informed of the proposed destruction before it takes place.
 - (2) Sustained complaints may be kept in the personnel file for a period of two (2) years, at the end of which time they shall be destroyed in the presence of the law enforcement officer who is the subject thereof if he/she so desires; provided, however, the personnel file shall nevertheless contain a summary record of the discipline setting forth the appropriate dates, charges, findings, and penalty imposed.
- (B) A police officer shall have the opportunity, at a reasonable time during office hours, to review his/her active personnel file and any closed investigative file in which he/she was the accused. In the event there is any comment adverse to his/her interests in his/her personnel file, the officer shall have the right to file a written response thereto, which written response shall be attached to said adverse comments, and additionally, he/she shall have the right to file a grievance in regard to any such matter which is of such gravity that it could affect his/her promotional opportunities, which grievance shall then be processed in accordance with the grievance procedures.

- (C) Any officer who is reprimanded in any way, either orally, in writing, by suspension, deprivation of overtime or any other benefits, or disciplinary action in any way, shall have the right of appeal as provided by law.

Section 8. Discipline Up to Forty (40) Working Hours

- (A) The Chief of Police shall have the authority to issue oral and written reprimands, as well as suspensions, up to and including forty (40) working hours, of police officers without reporting such action to the City of Goshen Board of Public Works and Safety, unless the police officer receiving the disciplinary action (other than an oral reprimand) within seventy-two (72) hours after receiving notice of the written reprimand or suspension, requests that the Board review the Chief of Police's disciplinary action. There is no right to request a review of an oral reprimand.
- (B) If a request for review is timely filed with the Board by the police officer, the Chief of Police shall provide the Board with the disciplinary action taken by the Chief of Police and the reasons for such action. The Board shall review the action taken by the Chief of Police. The Board may elect to hold a hearing on the police officer's review request. If the Board elects to hold a hearing, the Board shall issue written notice of the hearing to the police officer in person or by a copy left at the police officer's last and usual place of residence at least fourteen (14) days before the date set for the hearing.

ARTICLE XXVIII Work Assignment Transfers

Section 1.

Work assignment transfers or watch changes will be allowed at the start of the first pay period after January 1st and the first pay period after July 1st of each year. The transfers will be made on the basis of seniority for officers other than command officers (Sergeants and above).

Section 2.

The following provisions shall be the policy pertaining to work assignment transfers:

- (A) When a transfer is made at the start of the calendar year, the officer involved will be allowed the opportunity to exercise the right of seniority for selecting regular days off.
- (B) When a transfer is made in the middle of the year, the officers involved will not be allowed the opportunity to exercise the right of seniority in regards to the selection of regular days off.
 - (1) Officers who voluntarily transfer, accept a promotion, or accept a lateral transfer to another shift and have any form of leave approved, shall be able to transfer the approved leave to the other shift providing it does not create a manpower shortage. Should the leave create a manpower shortage, the leave will be considered unapproved with the following exceptions:
 - (a) The administration may still approve the leave if the officer can verify they would suffer a substantial financial loss because of un-refundable expenses, or it would result in the officer's absence from a significant pre-planned event.
 - (2) Officers whose transfer to another shift was involuntary as a result of being bumped by higher seniority officers, and who have any form of leave approved, shall be able to transfer the approved leave to the other shift regardless of any manpower shortage the leave may cause. This also applies to officers whose transfer to another shift was affected by any other officer's promotion, lateral transfer, disciplinary action or demotion.
 - (3) Officers whose involuntary transfer:
 - (a) to the Patrol Division or Detective Division, or
 - (b) from a specialty unit (Drug Unit, Training Officer, or School Resource Officer),as a result of being administratively removed from an appointed position, and who have any form of leave approved, shall be able to transfer the approved leave to the new shift regardless of any manpower shortage the leave may cause.
- (C) The only exceptions to allowing transfers other than at the above prescribed times will be:
 - (1) If the affected officers work out a mutually acceptable agreement to make the transfer, contingent upon the agreement of these officers' respective Captains and upon the endorsement of the department administration.

- (2) In the event of any disciplinary action; or
- (3) In the process of promotional changes.

ARTICLE XXIX Safety Committee and Safety Equipment

Section 1.

A joint safety program shall be adopted and enforced by a joint safety committee comprised of an equal number of representatives from the Lodge and the City.

Section 2.

- (A) The City shall make reasonable provisions for the safety and health of police officers during the hours of their employment. It shall maintain its equipment in safe operating condition. The City shall furnish such protective devices and/or equipment as necessary to properly safeguard the health and safety of police officers and protect them from injury.
- (B) In the event a police officer believes that an assigned vehicle is unsafe for use during a tour of duty, it shall be returned to the station. If the officer in charge agrees with the police officer, the vehicle shall be redlined and a condition slip made out on the vehicle. The vehicle will remain out of service until the proper repairs are made. No police officer shall be required to operate an unsafe vehicle.
- (C) All patrol vehicles, marked and unmarked, used in the line of duty will be equipped with either a department long gun or the police officer's personal long gun that has been approved by the Police Department. A long gun case and/or gun rack will be supplied for the patrol vehicle, marked and unmarked, if requested by the police officer. The long gun will be located inside the vehicle (includes trunk) with easy access to the police officer.
- (D) All Police Department vehicles used in the line of duty shall be equipped with a minimum of air conditioning, AM/FM radio, heater, power windows, and power door locks. In addition, all vehicles used in the line of duty shall be equipped with emergency flashing lights, red and blue in color visible to the front and to the rear of the vehicle. All vehicles used in the line of duty shall be equipped with an audible siren with the same wattage as a marked patrol car has. All marked vehicles and detective cars shall be equipped with a lower lumbar device in the driver's seat for those employees who request such a device (factory installed inflatable type) to help alleviate lower back problems, subject to a policy agreed to by the FOP Lodge 52 and the City of Goshen Board of Public Works and Safety. This policy is for the purpose of determining whether a retrofit of a police vehicle will cause any problems with the auto insurance policy for those vehicles. The request for a lower lumbar device must be accompanied by a letter from the employee's family medical doctor, family chiropractic doctor, or any medical doctor who specializes in such medical problems. The City and/or the Chief of Police may request, at the expense of the City, that the employee requesting such a device be sent to a doctor of the City's choice to confirm such a device would be beneficial to the employee.

ARTICLE XXX Pay Days

Section 1.

All employees shall receive their pay biweekly, every other Friday. The only exception thereto shall be on the last pay day in December when, at the pleasure of the Clerk-Treasurer, said pay may be moved to facilitate year end bookkeeping procedures as that official deems necessary, provided, however, that said pay shall not be altered more than ten (10) calendar days from the regularly scheduled pay day.

Section 2.

All other pay shall be disbursed by the City as follows:

- (A) Court time and overtime pay shall be included in each biweekly check.
- (B) Technical skills pay shall be in addition to and a portion of each biweekly check on a pro rata basis.
- (C) Increment pay shall be in addition to and a portion of each biweekly check on a pro rata basis.
- (D) Shift differential pay shall be in addition to and a portion of each biweekly check on a pro rata basis.
- (E) Clothing allowance pay shall be paid in equal amounts, semiannually on the first pay day in April and the first pay day in October of each year.
- (F) A payment in lieu of holiday pay shall be paid annually on the first pay day in November of each year.
- (G) Longevity bonus pay shall be paid annually by the first pay day in December of each year.

Section 3.

Any error made in an employee's pay shall be corrected no later than the next pay day from the time the error is discovered.

ARTICLE XXXI Personnel Service Records

Section 1.

No person other than the City's Mayor, members of the Board of Public Works and Safety, City Attorney, Chief of Police, Assistant Chief, Division Chiefs, shift Captains, or the highest-ranking officer of the employee's watch, section, division or unit shall read, view or copy an employee's personnel file, provided, however, this prohibition shall not be applicable to instances involving a disciplinary matter with respect to such employee.

Section 2.

Each employee shall be allowed access in order to inspect his/her personnel service record upon request, said request being addressed to the Chief of Police, and any such inspection shall be made during the Police Department's usual business hours and business week. An employee shall be given a copy of all additions to his/her personnel service record.

Section 3.

Shift Captains may keep temporary personnel files on their subordinate employees for evaluation purposes or corrective measures and may pass said temporary personnel files to an employee's new shift Captain if said employee bumps shifts.

ARTICLE XXXII Strike Prohibition

Section 1.

It is agreed that in the protection of the public health, safety and welfare of the citizens of Goshen, Indiana, the police thereof should not and will not be afforded the right to strike.

Section 2.

A strike by personnel of the Goshen Police Department shall constitute a violation of this contract and shall subject those individuals participating in such a strike action to possible discharge from the department and the possibility of civil charges relating to such action and violation being brought against them by the City.

ARTICLE XXXIII Successor Municipality

If the City succeeds to another form of municipal government, or chooses to merge with one or more municipal governments for the providing of police service, or contracts with another municipality to provide police service, the transfer, merger or consolidation which is made shall provide that the successor government or authority shall assume all of the terms and conditions herein for the life of this contract.

ARTICLE XXXIV Savings Clause

If any provision of this agreement or application thereto to any person or circumstance is held unconstitutional or otherwise invalid, the remaining provisions of the agreement and the application of such provisions to other persons or circumstances, other than those to which it is held invalid, shall not be affected thereby.

ARTICLE XXXV General Matters

Section 1. Right to Record Meetings

The Lodge or the City shall have the right to tape record any meeting held between the City and the Lodge referencing wages and grievances.

Section 2. Keeping of a Police Officer's Gun

Upon retiring with a minimum of twenty (20) years seniority, a police officer shall retain his/her service weapon which had been issued to him/her by the City.

Section 3. Lodge Representation

All employees may be offered a choice to be a member of the Fraternal Order of Police or remit an amount equal to the dues of the Lodge as a contribution for representation in the negotiation of this contract.

This Section does not obligate the City to make any deduction except as provided by Article V.

ARTICLE XXXVI Shift Differential Pay

Section 1.

In recognition of the officers who work the afternoon and night watches, the following will become just compensation.

Section 2.

Those watches affected will be defined as the afternoon watch and the night watch, and the officers regularly assigned there.

- (A) The officers working the afternoon watch will receive an annual compensation based on a yearly total of Three Hundred Fifty Dollars (\$350.00).
- (B) The officers working the night watch will receive an annual compensation based on a yearly total of Five Hundred Dollars (\$500.00).
- (C) Nothing in this Article shall be construed to indicate compensation is due for occasional work during these hours.

Section 3.

The pay shall be included in his/her biweekly pay, changing when his/her watch assignment changes.

ARTICLE XXXVII Wellness Program

Section 1.

The City of Goshen shall fund a program for all personnel under the contract for Two Hundred Dollars (\$200.00) per person. This shall be given to each employee upon presentation of a claim for expenses from any of the recognized list of options from Section 2.

Section 2.

The City will pay claims for expenses up to the limits specified in Section 1 from the following:

- (A) Billing from valid physical fitness program.
- (B) Complete physical from a doctor, urgent care center, or hospital.
- (C) Expenses for dental and/or optical insurance.
- (D) Billing for dental and/or optical insurance.
- (E) Weight loss and nutrition counseling, smoking cessation, and stress management.
- (F) Consultation and therapy for the employee; employee and spouse; employee and dependents; employee, spouse and dependents; or if in the context of joint counseling involving the employee, individual sessions for spouse or dependents.
- (G) Physical fitness equipment. (i.e., bar bells, bike machines, etc.)

Section 3.

The payment will be paid at the first pay period following the approval of the claim. The employee must submit all claims by November 30th of each year. All claims must be for the member only, except in the case of joint counseling. Minimum claim must be Twenty-five Dollars (\$25.00) or more, except at the end of the year (November 30th of any calendar year) where it can be the balance of any qualified claims up to the employee's limit.

ARTICLE XXXVIII Secondary Employment

Section 1.

Any requests to the City of Goshen or the Goshen Police Department for police services as a secondary employment, which requires an officer to be in a police capacity, must first be referred to a FOP designate, unless a specific officer is needed, then that officer is solely responsible for that service. All such police related secondary employment must be approved by the administrative personnel of the Goshen Police Department before it can be accepted. If no specific officer is requested by the organization or business, or if he/she does not want it, the detail shall be referred to the FOP designate for dissemination.

- (A) The FOP designate shall post the secondary employment request on the bulletin board area designated for FOP business.
- (B) The requests shall be posted on a rotating basis with each request, e.g.: first request, 11:00 p.m.; second request, 7:00 a.m.; and third request, 3:00 p.m., etc.
- (C) The request will be open to sworn officers only for a period of three (3) full days. Reserve officers and Special Police Officers may sign up after that time.
- (D) A Special Police Officer who is assigned as a School Resource Officer is exempt from the above requirements for any secondary employment that is related to their School Resource Officer functions at any Goshen Community School and may be immediately eligible for/chosen first for such secondary employment.
- (E) Suggested Rate of Pay.
 - (1) The suggested rate of pay for secondary employment related to police services shall be at least Twenty-five Dollars (\$25.00) per hour. The suggested rate of pay is considered to be a minimum and a greater rate of pay may be negotiated dependent upon the availability of officers.
 - (2) Secondary employment that is preexisting and is below the suggested rate of pay shall be honored and will continue at the rate of pay agreed upon. In the event that the preexisting secondary employment is terminated for a period of six (6) months, the rate of pay will then be at the suggested rate of pay of Twenty-five Dollars (\$25.00) per hour.
 - (a) Exceptions to the above subsection include:
 - (i) Elkhart County Fair; and
 - (ii) Goshen High School.
- (F) Exception to the Above Sections.
 - (1) The posting requirement (paragraphs (B) and (C)) may be waived when there is insufficient manpower available to fill the request and the employment request is made within the three (3) day waiting period.

- (2) The Goshen Police Reserves shall be exempt from this Article for the preexisting employment of Goshen High School functions.
- (3) For the posting of manpower requests for traffic control at the annual Elkhart County Fair, Goshen Police Reserves shall be treated equally with full-time sworn officers and be allowed to sign up at the same time.

ARTICLE XXXIX Cafeteria Plan

An optional cafeteria plan will be offered by the City and administered at the City's expense. Each employee would be able to designate annually what portion of his/her income, if any, would be placed in the cafeteria plan subject only to the limitations and restrictions imposed by the plan and federal statutes. City will not contribute to the amount placed in the employee's cafeteria plan.

ARTICLE XL**Tuition Reimbursement**

Section 1.

All full-time sworn police officers may receive tuition reimbursement for successful completion of college undergraduate or graduate courses, subject to prior approval as described in Section 2, taken at an accredited college or university in the calendar year in which the grade for the course was earned.

Section 2.

Before City will consider reimbursement, the officer must have the Police Chief approve the course selection in writing. The Chief is to approve any course which will likely benefit the City of Goshen, or in the case of an officer pursuing an undergraduate degree, the Chief shall approve any course that will further the officer's degree requirements in a field that will benefit the City of Goshen. If for any reason the course is not approved, the officer may appeal the Chief's decision to a three (3) member board consisting of an appointee of the Union, the Mayor and the City's Human Resources Manager.

Section 3.

The City will not reimburse tuition for any hours taken in a calendar year exceeding six (6) hours.

Section 4.

The amount of tuition that the City will reimburse per credit hour will be limited to the cost of a credit hour at Indiana University at Bloomington.

Section 5.

Successful completion shall require a grade of C or higher.

Section 6.

In order to be eligible to claim reimbursement for a graduate level course, the officer must have an undergraduate degree or a statement from the school that the course will count toward the undergraduate course requirement.

Section 7.

Should an officer leave the Goshen City Police Department before the fifth anniversary date of earning the grade in a course for which the officer received tuition reimbursement, the officer will repay the City in accordance with the following schedule:

- (A) Before the first anniversary date, one hundred percent (100%) of the tuition paid by the City.
- (B) Before the second anniversary date, eighty percent (80%) of the tuition paid by the City.
- (C) Before the third anniversary date, sixty percent (60%) of the tuition paid by the City.
- (D) Before the fourth anniversary date, forty percent (40%) of the tuition paid by the City.
- (E) Before the fifth anniversary date, twenty percent (20%) of the tuition paid by the City.

- (F) Any officer who leaves the employ of the Goshen City Police Department due to death or disability which makes continued employment impossible will not repay the City for any tuition reimbursement.

ARTICLE XLI Health Management Program

The Union and Lodge representatives agree to strongly encourage all employees and their spouses to participate in any health care education program offered by the City, without cost to the employee, designed to reduce health care costs.

ARTICLE XLII Hiring Bonus

- (A) City may enter into an agreement with a new employee for the payment of a hiring bonus at the time City extends an offer of employment. The agreement shall be presented to the Board of Public Works and Safety for approval.
- (B) To be eligible for this hiring bonus, the new employee must meet the following prerequisites before beginning employment as a police officer with the Goshen Police Department:
 - (1) The police officer must have successfully completed the minimum Tier I basic training requirements established by the Indiana Law Enforcement Training Board;
 - (2) The police officer must have an active certification with the Indiana Law Enforcement Training Board;
 - (3) The police officer must have separated from another Indiana law enforcement agency as an active reserve officer or paid police officer within twelve (12) months of accepting the employment offer with the City of Goshen;
 - (4) The police officer must have served the other Indiana law enforcement agency as an active reserve officer or paid police officer a minimum of one (1) year; and
 - (5) The police officer must be a first-time employee of the Goshen Police Department as a police officer.
- (C) The amount of the hiring bonus and when it will be paid will be determined by the Board of Public Works and Safety.
- (D) Upon commencement of employment, a police officer meeting the eligibility prerequisites under paragraph (B) will receive a base wage equal to the base wage paid to a patrol officer.
- (E) Upon commencement of appointment, a police officer meeting the eligibility prerequisites under paragraph (B) will receive forty-five (45) hours of paid sick leave.
- (F) The appointment of a police officer is probationary for a period not to exceed one (1) year. The Police Chief may recommend to the Board that the police officer receive permanent appointment at any time within the probationary period.
- (G) In the event the police officer voluntarily leaves City employment or is terminated for cause prior to the police officer's second employment anniversary date, the police officer shall repay City any hiring bonus paid prior to the last day of employment. No repayment will be due City if the police officer leaves City employment due to disability or illness which make it impractical to continue to serve as a police officer in the foreseeable future, or death.
- (H) The police officer shall forfeit any future hiring bonus payments under paragraphs (C) if:
 - (1) Any disciplinary action in excess of a written warning is taken against the police officer at any time during the first five years of employment; and

- (2) The police officer receives performance evaluations with a score of less than thirty-two (32) after the police officer's first year of employment.

SIGNATURE PAGE

The Lodge and the City, by and through their duly authorized officers and representatives and intending to be legally bound now sign this agreement on _____, 2020.

**City of Goshen, Indiana
Board of Public Works and Safety**

Elkhart FOP Lodge 52, Inc.

Jeremy P. Stutsman, Mayor

Nicolas Kauffman

Michael A. Landis, Board Member

Bill Hubbard

Mary Nichols, Board Member

Chris Waddell

Matt Shultz

Ron Yoder

Jon McKalips

EXHIBIT A – Base Salaries

SWORN POLICE OFFICERS	
Position	2021*
Captain	\$64,448
Lieutenant	\$58,592
School Resource Officer**	\$58,592
Detective	\$58,592
Sergeant	\$55,267
Patrol Officer	\$52,791
Probationary Patrol Officer	\$50,856

* In addition to the wages set forth, the City will pay the employer’s contribution to the pension plan for sworn members as required by Indiana Code § 36-8-8-6, and the City will pay three percent (3%) of the employee’s contribution to the pension plan to the extent the contribution is required by Indiana Code § 36-8-8-8.

** A sworn police officer appointed to the School Resource Officer position shall receive Lieutenant pay as authorized above while assigned to the School Resource Officer position unless the officer is a Probationary Patrol Officer. If the officer is a Probationary Patrol Officer, the officer will receive pay as a Probationary Patrol Office until the end of the officer’s probationary period.



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

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November 30, 2020

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Agreement with Teamsters Local Union No. 364

The City and the Teamsters Local Union No. 364 have concluded negotiations of a new agreement. Following is a summary of the changes:

Effective Dates – The agreement is effective from January 1, 2021 through December 31, 2023.

Wages – Wages are increased 2% for 2021. Either party may request to open negotiations for wages only for 2022 and/or 2023 by giving the other party written notice of their intent to open discussions by May 15, 2021 for wages in 2022 and by May 15, 2022 for wages in 2023.

Health Insurance – The City will continue to pay 80% and the employee will continue to pay 20% of the weekly health insurance premium cost. The weekly premium rates are \$433.86 effective January 3, 2021; \$453.86 effective January 2, 2022; and \$473.86 effective January 1, 2023.

Compensatory Time – Employees can accumulate (or maintain) up to 40 hours of compensatory time. The City may pay employees for any accrued compensatory time in excess of 40 hours.

Call-In – The language of the call-in section was modified to clarify the amount of pay received when the called-in to work which creates a gap between the “call-in” period and the rest of the consecutive hours the employee works or when called in to work on a scheduled day off.

Leave of Absence – If an employee qualifies and is approved for leave under the Family and Medical Leave Act, the employee shall have the option to use any accrued leave in order to be paid during the absence. If the employee does not designate what paid time off should be used, the time off will be used in the following order: 1) Compensatory Time; 2) Sick Leave; 3) Float Leave; and 4) Vacation Leave.

Sick Leave – All employees will earn 6 hours of sick leave for each month of service beginning with the date of employment. (Previously, employees hired before January 1, 2013 earned 6 hours per month and employees hired on or after January 1, 2013 earned 4 hours per month.)

Sick Leave Sell-Back – Employees who have accrued at least 240 hours of sick leave may sell up to 32 hours of accrued sick leave back to the City in January of each year at the rate of \$17.50 per hour provided the sell back does not reduce the employee’s accumulated sick leave to less than 240 hours. (Previously, to sell back sick leave, the employee could not have used any sick leave during the previous year.)

Use and Misuse of Sick Leave – Language was added to clarify when an employee may use sick leave. The City cannot require a doctor’s note if an employee misses less than 3 consecutive days unless the department head has a reasonable belief that the employee is misusing sick leave.

Street Department Supplemental Agreement

- The Street Department’s normal hours of work will be 8 hours of work (including paid break time) between 7:00 am and 4:00 pm all year, and the work day shall begin at midnight and continue until 11:59 pm. (Previously, the 7:00 am to 4:00 pm work hours only applied between October and March, and the work day began at 5:00 am and continued to 4:59 am of the following day.)
- If an employee is called out outside the normal work hours, the employee will work the normal work hours in addition to the call out work unless the employee has been called out in 2 of the previous 3 days.

Parks and Recreation Department Supplemental Agreement – The City agrees to employ at least 5 full-time maintenance employees in 2021. Either party may request to open negotiations regarding the number full-time maintenance employees to be employed for 2022 or 2023 by providing the other party written notice by May 15 of the year prior to the effective date of any change.

Utilities Department Supplemental Agreement – A Utilities Department employee scheduled to work a shift outside their regular scheduled shift to flush hydrants will receive \$0.45 per hour in addition to the regular \$0.35 per hour shift differential.

Central Garage Supplemental Agreement – Central Garage employees shall receive \$400 per year for each ASE certification test the employee has passed in four specified disciplines, and provided the employee keeps the certification current. The maximum ASE certification bonus to be paid is \$1200. (Previously, the bonus was \$200 per certification up to a maximum of \$600.)

Suggested Motion:

Move to approve and authorize the Mayor to execute the agreement with the Teamsters Local Union No. 364.

AGREEMENT BETWEEN
CITY OF GOSHEN
AND
TEAMSTERS LOCAL UNION NO. 364

EFFECTIVE DATES

JANUARY 1, 2021 THROUGH DECEMBER 31, 2023

**AGREEMENT BETWEEN
CITY OF GOSHEN**

AND

TEAMSTERS LOCAL UNION NO. 364

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AGREEMENT BETWEEN
CITY OF GOSHEN
AND
TEAMSTERS LOCAL UNION NO. 364

THIS AGREEMENT is made and entered into by and between the City of Goshen, hereinafter referred to as the “Employer” or “City”, and the Teamsters Local Union No. 364, affiliated with the International Brotherhood of Teamsters of America, hereinafter referred to as the “Union”. The parties agree as follows:

ARTICLE I**Purpose**

- (A) This agreement has been entered into by and between the parties in a mutual and voluntary effort to promote and establish sound labor relations.
- (B) The parties, in accepting this agreement, recognize and accept the mutual responsibilities of the agreement and will make all efforts necessary to maintain efficient and equitable operating and working relationships.
- (C) No bargaining unit employee shall be required to become a member of the Union as a condition of employment or continued employment, and the parties agree that there shall be no discrimination by either the Employer or the Union against any unit employee because of membership or non-membership in the Union.
- (D) It is recognized that the Union, as the exclusive representative of all unit employees, regardless of whether an individual employee is a Union member or not, owes the same duty of representation to all unit employees and provides services to all unit employees. Therefore, all unit employees shall within sixty (60) days of their date of hire, pay a collective bargaining contract representation fee to the Union in an amount equal to the actual cost to the Union of its representation of all unit employees. The Union agrees that the representation fee paid by non-Union members will not exceed the dues paid by the Union members, reduced by the amount of the Union members' dues resulting from activities not chargeable to non-Union members according to Indiana law.
- (E) The employee shall pay one-twelfth (1/12) of the annual representation fee or the annual Union dues, whichever is applicable, each month commencing on the first day of the calendar month following the sixtieth (60th) day of his employment. The Employer shall deduct from the employee's wages the amount of the monthly dues or representation fee, provided that the employee submits an authorization form to the City. Nothing in this agreement shall be construed to require any employee to execute an authorization form. The Employer will notify the Union of the names of all employees in the bargaining unit who do not execute authorization forms or who revoke previously executed authorization forms.
- (F) The Union, on its own and not on the behalf of the City of Goshen, may take such action as it deems appropriate to collect its representation fee from those persons who refuse to authorize payroll deductions, or who otherwise refuse to pay the representation fee.
- (G) The Union agrees to indemnify the Employer and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that should arise out of or by reason of this Article.

ARTICLE II **Covered Employees**

- (A) Full-time, non-temporary, hourly employees in the departments and job classifications described in paragraph (B) of this Article will be the employees represented by the Union.

- (B) The Union shall represent, and this agreement shall apply to the following departments and job classifications of the City of Goshen:
 - (1) Departments.
 - (a) Street Department
 - (b) Parks and Recreation Department
 - (c) Wastewater Treatment Department
 - (d) Utilities Department
 - (e) Central Garage

 - (2) Job Classifications.
 - (a) Mechanic
 - (b) Mechanic Assistant
 - (c) SCADA Operator Technician
 - (d) Wastewater Treatment Operator
 - (e) Water Plant Operator
 - (f) Meter Service Technician
 - (g) Sewer Maintenance Technician
 - (h) Wastewater Maintenance Technician
 - (i) TVI Specialist
 - (j) Water and Sewer Construction and Distribution Technician
 - (k) Inspector Crew Technician
 - (l) Heavy Equipment Operator
 - (m) Paint and Sign Technician
 - (n) Water Treatment Operator
 - (o) Assistant Water Treatment Operator/Maintenance Technician

- (p) Park Maintenance
 - (q) Light Equipment Operator
 - (r) Park Ranger/Pavilion Manager and Maintenance
- (C) Any employee who works thirty (30) hours or more per week on average shall be considered a full-time employee unless the position which the employee is filling exists no more than six (6) months a year.
- (D) City may create new Union job classifications by ordinance, provided that any new position which is added calls for substantially different duties than the current job classifications.

ARTICLE III**Union and Employee Rights**

- (A) Except as otherwise expressly provided in this agreement, the City reserves to itself the exclusive right to determine who and how many persons it will employ, the manner in which the employees shall do their work, the manner in which the employees will conduct themselves during the working hours or while on City property, and the character of the organization required for the most effective performance of the work. Employment shall be on the basis of qualifications in accordance with City selections, procedures, and standards. The City shall have the right, subject to the terms of this agreement, to hire, lay-off, classify, assign, transfer, promote, discipline, or discharge the City's employees. The City reserves the right to publish reasonable rules and regulations from time to time as it deems necessary for the proper conduct of the City's business, provided that the rules and regulations are not inconsistent with the terms of this agreement.
- (B) A new employee will be on probation for a period of sixty (60) consecutive calendar days from the date of his hire, and may be laid off or discharged before the expiration of that period without cause or without recourse. There will be no obligation to recall or reinstate an employee laid off or discharged during his probationary period. Union and Employer shall, by agreement, have the right to extend the probationary period for up to sixty (60) additional days.
- (C) In the event that there is subsequently enacted collective bargaining or related state legislation with respect to labor related issues covered herein, it is understood and agreed that this agreement and prior agreements and practices are nonprecedent-setting for either party with respect to any issues that may arise under such legislation. It is further understood that in the event the Employer is required to recognize the Union as a result of or pursuant to further enactments of a state statute requiring collective bargaining or by meet and confer legislation, the Employer shall not be grandfathered into bargaining on all issues contained herein, but shall only be required to bargain on issues required, provided that the requirements of the state statute are met.
- (D) Union and Employer agree to work together to obtain the punctual and steady attendance of the Employer's employees, to promote performance of work in an efficient and economical manner, and to improve employee conduct on the job. To this end, the Union agrees to support all written reasonable rules and regulations established by the Employer which are not in conflict with this agreement. Specifically, the Union agrees to cooperate with the Employer in maintaining and improving safe and sanitary conditions, and maintaining and safeguarding the equipment, supplies, materials, vehicles, machinery, buildings, and other property used by the employees in connection with their work assignments.

ARTICLE IV Hours of Work, Overtime, Call-Back and Shift Differential

(A) Hours of Work.

(1) Normal Work Schedule.

Some job classifications must be available for operation twenty-four (24) hours each day throughout the year. Because of this and the nature of the work in some departments, working schedules may vary.

The normal work week shall consist of eight (8) hours per day, five (5) days per week within a consecutive one hundred sixty-eight (168) hour period.

(2) “Hours Worked”.

Paid holidays, floating holidays, funeral leave, and paid court time shall constitute “hours worked” under the provisions of this paragraph.

(3) Vacation Leave as Hours Worked.

If an employee who is scheduled to work five (5) days a week takes eight (8) or more vacation hours in the work week, the employee will be paid overtime for all hours actually worked exceeding eight (8) hours in a work day, provided that the employee would have exceeded forty (40) hours by at least the number of such overtime hours if the employee would have been credited with eight (8) hours worked for each eight (8) hours of vacation leave taken.

(B) Overtime.

(1) Overtime Compensation.

All hours worked in excess of forty (40) hours in a work week shall be compensated at the rate of one and one-half (1½) times the employee's regular straight time hourly rate as overtime.

Any employee who works more than ten (10) hours in any work day will be paid at the rate of one and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of ten (10) hours. If the employee will receive more overtime calculating the time in excess of ten (10) hours in the work day than calculating the time in excess of forty (40) hours in the work week, then the employee will receive overtime compensation for that work week based on the daily overtime hours worked.

(2) Compensatory Time.

Employees shall be allowed to accumulate up to forty (40) hours compensatory time.

City may elect to pay the employee any accumulated compensatory time in excess of forty (40) hours. No employee shall accumulate more than two hundred forty (240) hours of compensatory time representing one hundred sixty (160) hours of actual overtime worked. All overtime in excess of two hundred forty (240) hours shall be paid in cash.

Employees of all departments requesting the use of compensatory time shall be permitted to use such time off within a reasonable period after making the request, if such use does not unduly disrupt the operations of the department. If a written request for the use of compensatory time is submitted by an employee, the Department Head must give the employee a reason for denying the request in writing. The Department Head shall also provide a copy to the Human Resources Manager.

If an employee has been scheduled to use compensatory time but is called into work, the employee will be paid overtime for the day. However, the hours worked that day will not be included in calculating overtime for the work week.

Any employee who has accumulated compensatory time may sell up to forty (40) hours of compensatory time back to the City. The employee must request to sell back accumulated compensatory time by November 15 each year. The employee will be paid for compensatory time at the rate of pay received by the employee at the time the employee requests to sell back the compensatory time.

Upon an employee's termination, the employee shall be paid for unused compensatory time at the rate of the higher of the average regular rate of pay received by the employee during his last three (3) years of employment and the final regular rate of pay received by the employee.

(C) Lunch and Break Periods.

Each employee shall receive an unpaid one-half (½) hour lunch period, and two (2) paid fifteen (15) minute break periods. These periods shall begin when the employee leaves the job site and end when the employee returns to the job site and begins work. The first of these breaks shall be in the first half of the shift, and the second of these breaks shall be in the second half of the shift, unless mutually agreed upon by the Employer and employee.

(D) Call-In.

- (1) A call-in is when an employee is required to work for a period of time which creates a gap between the "call-in" period and the rest of the consecutive hours the employee worked. For this purpose, time off for lunch or other meals is not considered a gap.
- (2) When an employee is called-in to work outside the employee's normal shift and the call-in does not create a gap, the employee will be paid the employee's regular rate of pay unless the employee has accumulated ten (10) consecutive hours for any consecutive work period without a gap or forty (40) hours for any work week.
- (3) When an employee is called-in to work which creates a gap, or is ordered to work on a scheduled day off, the employee will receive the greater of the following:
 - (a) The pay to which the employee is entitled for the hours the employee worked at the applicable (regular or overtime) hourly rate; or
 - (b) A minimum of three (3) hours of pay at the employee's regular hourly rate for the gap or call-in on a scheduled day off.

- (4) Street Department employees will receive payment in accordance with Street Department Supplemental Agreement paragraph (A) if it is more advantageous to the employee.
- (5) Listed holidays and floating holidays will count towards the forty (40) hours for the purpose of this paragraph.
- (6) An employee must report for work as quickly after notification as possible. If an employee reports for work more than sixty (60) minutes after notification, the guaranteed three (3) hours of pay will be reduced for every minute in excess of sixty (60) minutes that the employee reports for work after the initial contact. However, the employee will not be docked for any time that the employee actually works.

(E) **Shift Differential.**

- (1) A Thirty-five Cent (35¢) per hour shift differential will be calculated on an employee's regular and overtime hourly rate of pay. This shift differential will be paid to those employees whose starting time for a normally scheduled work day is between 3:00 p.m. and 5:00 a.m. of the following day.
- (2) All employees having a shift differential as part of their normal hourly rate of pay will receive that rate of pay when called back to work or is called back to work after completing their normal shift.

(F) **Procedure to Assign Overtime and Call-Backs to Work.**

- (1) The Employer shall assign overtime on a rotational basis with the overtime being first offered to those employees who have the least overtime accumulated within the department and job classification, provided that they are qualified to perform the task for which the overtime is required. The goal is to disperse overtime as equally as possible by job classification throughout the year, which shall commence on January 1. If two (2) or more employees have an equal amount of overtime hours within the job classification and department where the overtime is offered, the City will offer the overtime first to the most senior employee within the job classification.
- (2) An employee who is offered overtime but refuses it will be considered to have worked the offered overtime for the purpose of assigning future overtime. An employee is offered overtime when he is personally asked to work overtime or if the employee is assigned a beeper and does not to respond to the page.
- (3) In the event there are insufficient employees within the job classification willing to work to meet the City's manpower needs, then the employees within the job classification with the least seniority who are qualified to perform the overtime task and who can be personally contacted must work.
- (4) If the Employer cannot contact sufficient employees within the job classification to meet the City's manpower needs, the Employer will offer the overtime to those employees with the least amount of accumulated overtime within the rest of the department, provided that they are qualified to perform the task for which the overtime is required.
- (5) If there are insufficient employees within the remainder of the department willing to work to meet the City's manpower needs, then the employees with the least seniority within the

department who are qualified to perform the overtime task and who can be personally contacted must work.

- (6) The Employer shall post a list on the department bulletin board showing the number of hours of overtime worked for each employee by job classification at the end of each pay period.
- (7) A new hire or transfer in any job classification will be credited with overtime equal to the highest employee within his new job classification at the time of such employee's hire or transfer.
- (8) Any employee who is on vacation will not be called out unless an emergency exists or that person states that he will be available for work. An employee who is on vacation will not be charged with overtime work if he declines to work. Any person who has been absent due to illness will not be called out.
- (9) It is the policy of the City of Goshen to give its employees as much notice of the requirement to work overtime as the conditions and circumstances allow if at all possible. An employee will be informed of the necessity to work days outside that employee's normal work at the beginning of the work week. However, both the Union and the Employer recognize that sometimes such notice is impossible because of a variety of circumstances. Likewise, times will arise where an employee is notified that he will be required to work overtime, but due to a change in circumstances, the overtime may have to be canceled at the last minute.
- (10) If a job is started before the end of the work day and the supervisor in charge of the job reasonably believes the job can be completed within two (2) hours, the crew currently working on the job may voluntarily stay on the job until its completion without reference to the amount of accumulated overtime worked by other employees within the department or job classification, and without regard to seniority.
- (11) City may deviate from the procedure to assign overtime described in this section if an emergency situation exists and the normal overtime assignment procedure will not allow the City to respond in a reasonable fashion. An emergency situation exists if it is determined, in the opinion of the person responsible for assigning overtime, that immediate action is necessary to avoid a real risk of personal injury, or damage to personal property.
- (12) If an employee has worked sixteen (16) hours in any work day or twenty-four (24) hours in any forty-eight (48) hour period, the employee may turn down overtime without being considered to have worked such rejected overtime for the purpose of assigning future overtime.
- (13) All employees will provide their supervisor with a working cell phone number or working land phone number where they can normally be reached.

(G) **Time Cards.**

No person shall punch any employee's time card except the employee, a department head, or a person acting in the place of the department head. In the event that the department head or person acting in the place of the department head punches the time card, the employee must initial the time card as soon as practicable after it has been punched.

ARTICLE V Holidays

- (A) Each employee shall have ten (10) holidays per calendar year as follows:
- (1) New Year's Day
 - (2) Martin Luther King, Jr. Day
 - (3) Memorial Day
 - (4) Independence Day
 - (5) Labor Day
 - (6) Veteran's Day
 - (7) Thanksgiving Day
 - (8) Day following Thanksgiving Day
 - (9) Christmas Eve
 - (10) Christmas Day
- (B) If employees are required to work any of the above holidays, they will receive one and one-half (1½) times their regular rate of pay for such work in addition to the holiday grant. For the purpose of applying this paragraph, the actual holiday must be worked, not the day taken off by the rest of the City. For example, if Christmas falls on Saturday and the holiday is taken on Friday by most City employees, the employee must work Saturday, Christmas day, in order to be entitled to one and one-half (1½) times their regular rate of pay for such work, in addition to the holiday grant.
- (C) Each employee shall be entitled to forty (40) hours as floating holidays per calendar year. In the event an employee commences employment after January 1 but before July 1, the employee shall be entitled to sixteen (16) hours as floating holidays in the first partial year of employment ending December 31. In the event an employee commences employment after July 1, the new employee is not entitled to any floating holidays in the first partial year of employment ending December 31. Floating holidays may be taken in increments of one (1) hour. Employees may schedule a floating holiday as long as staffing is available to cover the employee.
- (D) Holidays will be considered "hours worked" for the purpose of computing overtime.
- (E) Employees are entitled to holiday pay after their first thirty (30) days of employment.

ARTICLE VI**Group Health Insurance Plan**

- (A) If the City of Goshen offers substantially different insurance coverage to Police, Fire or non-Union employees than the insurance coverage given to the Teamster's employees, City will offer Teamsters the same terms and conditions offered to the other union or employee group. Substantially different coverage does not include coverage offered to Police or Fire employees due to statutory requirements such as first day coverage or retiree coverage. It does not include coverage offered to Police or Fire Unions resulting from the City and the Police or Fire Unions failure to reach an agreement and reversion to the terms of last year's contract.
- (B) The City will contribute to the Central States, Southeast and Southwest Areas Health and Welfare Fund the amount required for C6 Benefit Plan for each employee performing work covered under this agreement who has been on the payroll for thirty (30) calendar days except as limited below. City agrees to provide each full-time employee as defined in Article II with Central States, Southeast and Southwest Areas Health and Welfare Fund C6 Benefit Plan or its successor provided the employee has been on the payroll for thirty (30) calendar days and Central States offers the Plan to the City at no more than the following rates:
- (1) Four Hundred Thirty-three and 86/100 Dollars (\$433.86) per week (including the employee's contribution) for each employee in effective January 3, 2021.
 - (2) Four Hundred Fifty-three and 86/100 Dollars (\$453.86) per week (including the employee's contribution) for each employee in effective January 2, 2022.
 - (3) Four Hundred Seventy-three and 86/100 Dollars (\$473.86) per week (including the employee's contribution) for each employee in effective January 1, 2023.
- (C) City's obligation to provide Central States, Southeast and Southwest Areas Health and Welfare Fund C6 Benefit Plan is subject to Central States continuing to offer coverage to the City's other employees at the same rate that Central States offers the Plan to the City's Teamster employees.
- (D) The contribution rates specified above are maximum rates. In the event the rate eventually adopted by the Trustees for the Benefit Plan is less than the rate specified above, the City shall only be required to pay the rate adopted by the Trustees. The Trust Agreement of the Central States, Southeast and Southwest Areas Health and Welfare Fund is incorporated into this agreement and the City agrees to be bound by that agreement if City elects to have Central States provide its insurance coverage.
- (E) Contributions shall be paid on behalf of each full-time employee covered by the collective bargaining agreement for each contribution period such employee is entitled to receive compensation, including overtime pay, holiday pay, disability or illness pay, lay-off or severance pay, vacation pay, or the payment of wages or benefits for any other reason.
- (F) If an employee is receiving no wages due to an absence caused by an illness or off the job injury, the City shall continue to pay contributions as long as the employee is entitled to sick pay under this agreement or policy of the City. If an employee is receiving no wages due to an absence caused by an on the job injury, the City shall continue to pay contributions until such time as the employee is no longer entitled to any payment under the terms of this agreement, policy of the City, under the laws of the State of Indiana or under the laws of the United States.

- (G) City is obligated for the full amount of any contribution regardless of whether the City receives reimbursement from the employee.
- (H) City will pay eighty percent (80%) of each Union employee's health insurance cost each pay period. The employee contribution per pay period will be twenty percent (20%) of the cost of the health insurance.

ARTICLE VII Pension

- (A) The Employer is enrolled in the Indiana Public Employee's Retirement Fund (PERF), and all employees who meet the eligibility requirements of the fund, shall be enrolled in the retirement plan on their date of hire.

- (B) The Employer shall provide the employee's portion of the PERF contribution to the retirement fund.

ARTICLE VIII Stewards

- (A) The Union shall have the right to designate a steward and an alternate to handle such Union business as may from time to time be delegated to them by the Union. Stewards and alternates have no authority to take strike action or any other actions disrupting the Employer's business in violation of the agreement or any action in violation of the law. Stewards and their alternates shall be able to conduct normal contract administrative duties with pay, such as discussing disputes with supervisors, and being present during employee meetings with supervisors, provided the steward can fulfill those duties within normal business hours. Normal administrative duties shall not include counseling with an employee or working with an employee to interpret the Union contract if such sessions do not include a City department head. Any function which is not a contract administrative duty shall not be paid for nor conducted during normal business hours. Stewards required to leave work by the Union shall be granted such leave without pay, provided the Employer receives forty-eight (48) hours' notice. Not more than one (1) steward may be absent from any operational unit. No steward may miss more than ten (10) days from work due to Union business in any calendar year.

- (B) The Union shall be allowed space for a Union bulletin board on which to post notices. Location of the bulletin board shall be determined by the Employer. Union shall be limited to one (1) bulletin board per building unless more than one (1) department occupies an individual building, in which case the Union shall be limited to one (1) bulletin board per department in that building.

- (C) The Union shall provide a list of all designated Union stewards, alternates, and other employees who are official Union representatives. The Union shall notify the Employer of any changes which may occur. The designation as a Union steward, alternate, or other representative of the Union shall not excuse an employee from assigned work obligations.

- (D) The City shall supply designated Union representatives with copies of all disciplinary actions affecting Union employees, and all job openings, whether or not the employee filling the open job would be a Union member.

ARTICLE IX Seniority

(A) General.

The City's employees within the bargaining unit shall obtain seniority on their sixty-first (61st) day of continuous, full-time employment, and such seniority shall be calculated to include the prior sixty (60) day probationary period when successfully completed within their department. For the purposes of the computation of seniority, time spent by an employee on sick leave, vacation, medical leave of less than one hundred twenty (120) days, medical leave involving a job-related injury, and military service shall be included.

(B) Loss of Seniority.

The seniority of an employee shall terminate under any of the following conditions:

- (1) When a laid-off employee fails to give notice of his intention to return to work within three (3) working days after the Employer has sent to his last known address a certified letter requesting him to return to work;
- (2) When the employee gives an affirmative notice but fails to return to work on the specified date and time of recall;
- (3) When the employee resigns from his employment with the Employer and is not reemployed by City within thirty (30) calendar days of such resignation;
- (4) When an employee is discharged in conformity with this agreement;
- (5) When an employee is laid off or on medical leave for more than two (2) years;
- (6) When an employee receives total permanent disability compensation; or
- (7) When an employee retires and/or accepts a pension from the Public Employee's Retirement Fund.
- (8) An employee leaving a Union position for a non-Union position within the City for longer than one (1) year but who maintains a position with City and returns to a Union position after the one (1) year period will maintain City seniority for benefits but will lose department and Union seniority for all other matters.

(C) Transfer of Seniority Within the Department.

Seniority shall be by departmental unit and City-wide. An employee who has gained seniority within a department covered under the collective bargaining agreement shall hold that departmental seniority for lay-off and recall purposes. An employee transferring to another department shall start at the bottom of the seniority roster but shall be allowed to maintain his City-wide seniority for vacation, sick leave, and other contractual benefits based on City-wide seniority. However, an employee returning to a department from which they transferred out of shall have their seniority reinstated for departmental seniority purposes back to the date prior to their transfer out of that department.

ARTICLE X**Lay-Off Procedures**

(A) Lay-Off Seniority.

- (1) Strict departmental seniority shall prevail in lay-offs of employees within their departments, provided there is at least one (1) Union employee who is qualified and willing to perform the job assignment previously performed by the employee who is designated for lay-off.
- (2) An employee designated for lay-off who has bid to a new department within two (2) years of the lay-off may, at the employee's option, return to their previous department and position held prior to the move provided the employee designated for lay-off has more City-wide seniority than that person filling the position that the employee vacated.

(B) Filling Vacant Positions.

- (1) The City agrees to offer all vacant Teamster positions to any laid-off Teamster employee who is qualified to perform the duties of the vacant position before filling a job vacancy with a non-bargaining unit employee within the provisions of Article XII (Job Vacancies) of this contract.
- (2) It is also agreed that a lay-off of actively working full-time employees will not occur while part-time employees are working in the specific department affected by the lay-off. However, any employee who is on limited duty is not considered as working full-time for the application of this Article.

ARTICLE XI Recall

(A) Recall Roster.

In the event that an employee is laid off, the name of that employee will be placed on a recall roster. The roster will contain the employee's name, address, telephone number, amount of seniority within the department, the department from which the employee was laid off, the employee's last job classification, and the employee's qualifications.

(B) Recall Procedure.

When a job becomes available within a department and there are employees whose names are on the recall roster, the employee with the greatest amount of seniority within the department who is qualified for the job shall be offered the job. If there are no employees on the department's recall roster but there is at least one (1) employee on the City-wide recall roster who has previous experience within the department in which the job is available and is qualified to perform the available job, then the qualifying employee with the greatest amount of City-wide seniority shall be offered the job. If an employee fails to return from a lay-off, he shall be terminated and the next employee who is qualified shall be offered the job. An employee laid off for more than two (2) years shall be deemed terminated.

(C) Employee Recall Rights and Obligations.

An employee who is offered a job within his department for which he is qualified but refuses to accept such job will be dropped from the recall roster.

(D) Notice of Recall.

In the event of a recall, an employee shall be given at least one (1) week notice of recall by certified mail to his last known address. In the event that the recalled employee fails to make it known of his intent to accept or reject the recall offer within three (3) working days of receipt of the letter to the department head of his operational unit, the employee shall be terminated from employment.

(E) City Records.

It is the responsibility of all laid off employees to furnish their department head with a current mailing address and telephone number. Any certified mail sent to the last address supplied by the employee is adequate notice for the purpose of carrying out paragraph (D) of this Article.

ARTICLE XII Job Vacancies

(A) Vacant and New Positions.

When a vacant full-time position is to be filled or a full-time position is created in the Street Department, Parks and Recreation Department, Wastewater Treatment Department, and Utilities Department, or Central Garage, or when a Teamster Union position is filled in any department, notice of such position shall be posted for informational purposes on the Union bulletin board at least three (3) working days prior to the notice of the job opening or notice of the new position being generally disseminated. All other positions to be filled or created shall be posted at the time a notice that the job opening is generally disseminated.

(B) Qualifications for Jobs.

The Employer shall be free to hire the most qualified person for any position whether that person is an existing City employee or not. Notwithstanding this provision, an employee in the same department and job classification as the open job who applies for the job opening shall be given the job, provided the employee is qualified to fill the position. If two (2) qualified employees in the same department and job classification as the open job apply for the job opening, the job will be given to the employee with the most departmental seniority. If no qualified City employee in both the same department and job classification as the open job applies for any job opening, the Employer shall interview each Union City employee who applies for the open job. This interview shall be conducted by the department head and the legal compliance administrator or the human resources manager. A person hiring an employee for an open position will seriously consider the merits of all current Union employees who make their interest in the position known, but the Employer shall be free to hire the most qualified person for any position, whether that person is an existing City employee or not, except for an employee in the same department and job classification who is qualified to perform the job shall be allowed to fill the job opening. Upon inquiry, any bargaining unit employee denied a position under this paragraph will receive an explanation as to why the employee was denied the position.

(C) Promotion.

Any employee who takes a non-bargaining unit position will have a thirty (30) day try-out period before being taken off the Union seniority list. After thirty (30) days of employment, such employee's seniority shall be frozen for the duration of service in the non-bargaining unit job. If the employee is permitted by the Employer to return to the bargaining unit in an open job, he will carry his total bargaining unit service as his seniority date.

(D) Transfer.

Any employee who seeks a transfer to or from a certain job classification may submit notice of his desire to transfer to the affected department head. Such notice is given so that an employee requesting the transfer may be advised of the training he may want to acquire in order to make the transfer more likely.

(E) **Trial Period.**

All bargaining unit employees hired for a new bargaining unit job shall have a ten (10) work day trial period. The employee and Employer shall each retain the right to return the employee to the employee's previous job and scheduled shift at any time during this period.

ARTICLE XIII Grievance and Arbitration Procedure

(A) The Employer and the Union recognize that, from time to time, grievances, disputes, and complaints may arise over matters within the purview of this agreement. The Employer agrees to take action against an employee within ten (10) working days of the Employer's learning of the event giving rise to the action unless additional time is needed to allow the City to conduct a thorough investigation of the incident.

(B) Whenever the Union or any employee believes that the Employer has acted erroneously or improperly in interpreting and applying any of the provisions of this agreement, the Union or the employee, may within five (5) working days of the employee's knowledge of the improper action by the Employer, invoke the provisions of this Article. If an employee requests an extension of the period to invoke the provisions of this Article within the original five (5) day period, the employee will be automatically granted an additional period to invoke the provisions of this Article of up to fifteen (15) days.

(1) First Step.

The aggrieved employee or Union steward shall present the grievance individually to the employee's immediate supervisor, or if preferred, the employee and the Union steward may present the grievance jointly to the employee's immediate supervisor. If the matter is not satisfactorily settled within two (2) working days, Saturdays, Sundays, and holidays excluded, the grievance may be moved onto the second step in writing within the next four (4) working days.

(2) Second Step.

The employee, Union steward, and/or Union representative shall discuss the grievance with the department head. If the matter is not satisfactorily resolved, the Union may forward by mail to the Mayor within ten (10) working days a written grievance specifying the section or sections of the agreement claimed to have been violated, and the remedy the Union wishes the Employer to make.

(3) Third Step.

The employee, Union steward, and the Union representative shall discuss the grievance with the Mayor or his designee within ten (10) working days. If the grievance is still unresolved, the following action may be taken by the Union:

(4) Fourth Step.

(a) If a satisfactory settlement has not been reached after the discussion with the Mayor or his designee, the employee or the Union representative with the consent of the employee may request that an arbitrator be selected to determine if there has been a violation of this contract. The arbitration shall be generally conducted in accordance with the requirements of Alternate Dispute Resolution Rule number three (3).

(b) If an arbitrator is requested, the City shall select seven (7) persons from the Indiana Commission of Continuing Legal Education Directory of Registered Mediators

who are practicing in the general area of contracts and who are located within fifty (50) miles of Goshen, Indiana. The Union will select one (1) person from the list of seven (7) to be the arbitrator. The Union has the right to reject the entire panel selected by City once. If rejected, City must select another panel of seven (7) without using any of the names in the original panel. The parties further agree that they will be bound by the factual determinations of the arbitration.

- (c) The cost of the arbitration shall be paid initially by the City of Goshen within thirty (30) days after the arbitrator's decision is submitted. However, if the Union is the losing party in the arbitration, the Union shall reimburse the City for such costs within thirty (30) days of the City's payment of the arbitration cost. Any arbitrator selected may refuse to serve without showing cause for such refusal.
- (d) Upon accepting the appointment to serve, the arbitrator shall meet with all attorneys of record and/or the Union representative to set a time and place for an arbitration hearing.
- (e) Unless otherwise agreed, all documents the parties desire to be considered in the arbitration process shall be filed with the arbitrator and exchanged no later than fifteen (15) days prior to any hearings related to the matter set forth in the submission. Documents may include medical records, bills, records, photographs, and other materials supporting the claim of the party. Any objection to admissibility of any document shall be filed at least five (5) days prior to the hearing. If no objection is made within the five (5) day period, all objections are deemed waived. In addition, no later than five (5) days prior to the hearing, each party may file with the arbitrator a brief setting forth its factual and legal positions as to the issues being arbitrated. If such briefs are filed, they shall be served upon the opposing party or parties. The parties may in their arbitration agreement alter the filing deadlines.
- (f) Thirty (30) days before an arbitration hearing, each party shall file a list of witnesses and documentary evidence to be used, if any.
- (g) Traditional rules of evidence need not apply with regard to the presentation of testimony. As permitted by the arbitrator, witnesses may be called. The parties may make oral presentation of facts supporting a party's position, and arbitrators are permitted to engage in critical questioning or dialogue with the representatives of the parties. In this presentation, the representatives of the respective parties must be able to substantiate their statements or representations to the arbitrator. Arbitration proceedings shall be considered settlement negotiations and shall not be opened to the public unless required by the law of the State of Indiana.
- (h) Within twenty (20) days after the hearing, the arbitrator shall file a written determination of the arbitration proceeding in the pending litigation and serve a copy of this determination on all parties participating in the arbitration. The Court shall issue judgment on the arbitrator's determination.
- (i) Upon petition by either party, the arbitrator may impose sanctions against the party who fails to comply with the arbitration rules, which sanctions shall be limited to the assessment of arbitration costs and/or attorney's fees relevant to the arbitration process.

- (C) The Court shall have no authority to add to, detract from, or in any way modify the terms of this agreement; nor affect any wage rates as set out in the City ordinance; nor award any damages, other than back pay, and any such award shall be limited to the amount of wages the employee would have earned had the contract been properly construed by the Employer, less any interim earnings.
- (D) Time limits may be extended by mutual agreement in writing by the Union and the Employer.
- (E) If the Union or employee fails to appeal any answer given by the Employer within the time limits provided in this procedure, then the grievance shall be determined final and settled in accordance with the response of the Employer. In the event that the Employer fails to respond to the grievance in accordance with the time limits, it shall be incumbent upon the Union or employee to appeal to the next level of the grievance procedure within the latter of ten (10) days or the time period established by the applicable paragraph.

ARTICLE XIV Uniforms

The Employer shall provide and maintain uniforms for the bargaining unit employees as determined by the policy within each department and subject to the approval of the Mayor.

ARTICLE XV**Funeral Leave**

- (A) In the event of a death in an employee's immediate family, the employee shall be entitled to be paid and absent from work for a period of twenty-four (24) consecutive working hours which must include the day of the funeral unless the funeral falls on a day that the employee is not scheduled to work. If the funeral falls on such a day, the funeral leave taken must be a combination of work days immediately following or immediately preceding the funeral. Funeral includes wakes, cremation services, remembrance services or other celebrations of life (after the person's death).
- (B) An employee shall be entitled to time off with pay to attend the funeral of a co-worker or relative who is not a member of the employee's immediate family, provided that staffing allows and such leave does not total more than twenty-four (24) hours in any calendar year.
- (C) "Immediate Family" means husband, wife, son, daughter, stepson, stepdaughter, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, spouse's grandparents, grandchildren, or other relatives or ward who resided with the employee at the time of the person's death.
- (D) A co-worker shall be an employee of the same department of the City of Goshen at the time of death as employee requesting the leave.
- (E) An employee will not be eligible to receive paid bereavement time benefits while scheduled off or absent from work because of vacation, designated or floating holiday, or sickness (paid or unpaid).
- (F) The department head of an employee shall have the discretion to grant unpaid funeral leave for an employee to attend the funeral of an employee of the City of Goshen outside of the department.

ARTICLE XVI Leave of Absence

- (A) An employee will be granted a leave of absence without pay and without discrimination or loss of seniority rights for justifiable reasons acceptable to the Goshen Board of Public Works and Safety. The maximum leave of absence, except in cases of compulsory military service or leave under the Family and Medical Leave Act, shall be thirty (30) days. Such leaves may be extended for like periods by granting written permission for such extensions by the Employer and the Union. During the period of absence, the employee shall not engage in any gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved and in termination of employment. Seniority shall be frozen during leaves of absence over thirty (30) days, except in cases involving military service or on-the-job injury.
- (B) If the leave of absence requested qualifies as leave under the Family and Medical Leave Act or any other state or federal regulation, the Employer shall comply with such regulation. In the event an employee qualifies and is approved for FMLA, the employee shall have the option to use any paid time off available to him/her during the absence.

If employee does not designate what paid time off should be used, time off will be used in the following order:

- (1) Compensatory time
- (2) Sick leave
- (3) Float leave
- (4) Vacation leave.

ARTICLE XVII No Strikes – No Lockouts

Union agrees that it will not authorize a strike or even permit a strike vote or any other form of organized interference with operations of employees during the life of this agreement or during any negotiations to replace, renew, or amend the agreement. Employer agrees that it will refrain from locking employees out of the operational units in violation of this agreement during the life of this agreement, except in the event of an unauthorized work stoppage on the part of the Union members in whole or in part. Any Union steward who participates directly or indirectly in any strike or other type of job action which is not specifically authorized by the Union shall be terminated from his employment with the City of Goshen.

ARTICLE XVIII Pay Days

Employees shall receive pay as established by the current City ordinance.

ARTICLE XIX Court Duties

- (A) The Employer agrees to pay an employee who serves as a juror in a legally-constituted court the difference between his earnings as a juror and straight time earnings he would have realized if he would have worked on his scheduled shift. In order to be eligible for payment, the employee must notify his supervisor within twenty-four (24) hours after receipt of the notice of selection for jury duty and must furnish a written statement from the appropriate public official showing the date and time served and the amount of pay received. An employee required to report at a specific time for examination as a prospective juror shall be compensated as provided above to the extent that he is required to lose time from work for such examination. The examination notice is to be shown to the employee's supervisor as soon as practicable.

- (B) The Employer agrees to pay an employee who is subpoenaed as a witness in a legally-constituted court, the difference between the employee's witness fees which he did receive or to which he would have been entitled and the straight time earnings he would have received if he would have worked his scheduled shift, provided that such person is subpoenaed as a witness because of his employment with the City. In order to be eligible for payment, the employee must notify his supervisor within twenty-four (24) hours after receipt of the subpoena and must furnish a written statement from the appropriate public official showing the date and time served and the amount of pay received.

ARTICLE XX**Wages**

- (A) Any employee who replaces an employee in a higher job classification for one (1) day or longer while the absent employee is on vacation, sick leave, or other extended leave of absence shall receive pay in the higher job classification as long as he fills the role of the absent employee. This shall include filling in for higher paid Union members as well as higher paid supervisory positions.
- (B) To be considered filling in for supervisory personnel, an employee must fulfill substantially all of the supervisor's duties, including job site duties, payroll, scheduling, purchasing, and other regular managerial duties of the replaced supervisor.
- (C) An employee who regularly spends a portion of the year in one (1) job classification and part of the year in another job classification will be paid according to that job classification in which he spends the greatest portion of the year.
- (D) An employee will be provided a listing of accrued vacation time, compensatory time, floating holidays, and sick leave at least once every three (3) months. If the employee's pay stub continues to show accrued vacation leave, compensatory time, float leave and sick leave, no other listing of accrued leave is necessary. In addition, the Employer shall make this information available to the employee and his Union steward within a reasonable time after the employee's specific request for such information.
- (E) The Union job classifications shall be paid according to the pay categories set forth in Exhibit C and at the rates as set forth in Exhibit D through F.
- (F) City, at its discretion, may elect to have any number of employees assigned to any given job classification, including the right to assign no employees to given job classification.
- (G) Either City or Union may request to open wages for 2022, 2023 or both by providing written notice to the other party of their intent to open discussion by May 15, 2021 for year 2022 and by May 15, 2022 for year 2023.

ARTICLE XXI Discharge and Suspension

- (A) The Employer shall not discharge nor suspend any employee without just cause, but an employee may be disciplined for a violation of any rules set out in this Article in accordance with the procedures established in this agreement.
- (B) An employee who is arrested for a felony offense may be suspended without pay until such time as the employee is convicted, a guilty plea is accepted by the Court, the charge is dismissed, or the employee is exonerated. If the employee is convicted of a felony or if he pleads guilty to a felony, the employee may then be discharged. If the employee is convicted of or pleads guilty to a misdemeanor, the City may discharge, suspend, or otherwise reprimand an employee as appropriate under the circumstances. If the employee is exonerated or if the charge is dismissed, the employee shall be returned to his prior position unless other provisions of this Article would warrant discharge or further suspension. The employee shall have no claim for back pay during the period of suspension.
- (C) An employee who is arrested for a misdemeanor offense may be suspended without pay until such time as the employee is convicted, a guilty plea is accepted by the Court, the charge is dismissed, or the employee is exonerated if the Employer reasonably determines that the nature of the allegations made against the employee or the publicity and public reaction to his arrest significantly impairs the ability of the employee to continue to perform his job in an effective and non-disruptive manner. If the employee is convicted or pleads guilty to a misdemeanor, the City may discharge, suspend, or otherwise reprimand the employee as appropriate under the circumstances. If the employee is exonerated or if the case is dismissed, the employee shall be returned to his prior position unless other provisions of this Article would warrant discharge or suspension. The employee shall have no claim for back pay during the period of any suspension.
- (D) An employee who is found not guilty of all criminal charges after a jury trial is entitled to back-pay for the period of the employee's suspension. The back-pay award should be reduced by all the employee's earnings during the suspension which include unemployment benefits, insurance benefits, and other similar benefits. The employee is not entitled to back-pay if the charges are dismissed, not pursued after a hung jury, or not prosecuted for any other reason.
- (E) An employee who reports to work or works under the influence of any intoxicating beverage, narcotic, hallucinogenic drug, controlled substance, or illicit prescription drug, or who possesses or uses such substances while on City property or while working for the City may be discharged. However, an employee who volunteers to participate in a recognized and accredited in-house alcohol or drug rehabilitation program prior to the initiation of any disciplinary action or criminal charges will not be discharged from employment as long as satisfactory progress in such program is maintained and the employee satisfactorily completes the program. The employee will only be allowed one (1) time to participate in such programs. However, the employee may still be discharged even if he successfully completes the program if he is ultimately convicted or pleads guilty to a felony charge.
- (F) If an employee is suspected of being under the influence of alcohol or drugs, the Employer may request that the employee submit to a breathalyzer, urine, and/or blood test. If an employee refuses to submit to a breathalyzer, urine, and/or blood test, the employee may be discharged. Any employee required to hold a commercial driver's license (CDL) agrees to submit to random drug and alcohol testing in accordance with the City's written policy.

- (G) An employee who commits the following offenses may be discharged from his employment with the City of Goshen after he has been given written notification of the offense committed and a brief summary of the facts substantiating the City's conclusion that the offense was committed.
- (1) An employee who steals from the City of Goshen or any City employee.
 - (2) An employee who possesses or uses firearms, fireworks, or any other weapon on City property.
 - (3) An employee who intentionally damages City property or the property of a City employee.
 - (4) An employee who falsifies any City document or record, including a job application.
 - (5) Any employee who engages in gainful employment while on a leave of absence without written authorization to do so.
 - (6) An employee who intentionally strikes a supervisor.
 - (7) An employee who knowingly punches another employee's time card or time record, has someone else punch his time card or time record, or in any way alters the time card or time record for any reason.
 - (8) An employee who uses City equipment for personal purposes without authorization.
 - (9) An employee who removes City property from the City without authorization.
- (H) Any employee violating any of the following rules will be given a written statement identifying the rule violated and a brief statement of facts substantiating the violation, except in the case of a verbal warning. If a verbal warning is issued, the department head shall advise the employee of the rule violated and he shall notify the Union steward that the warning was issued. The warning will also be noted in the employee's personnel file, where it will remain for two (2) years. After two (2) years, the violation will be removed from the personnel file and will not be considered for the purposes of any subsequent disciplinary proceedings. The employee may request that the Union steward accompany him when any sanction is given to him by any person representing the City of Goshen. The maximum sanction for each violation is set forth in Exhibit A attached to this agreement.
- (I) To be considered a second, third, or fourth offense, the subsequent offense must have occurred within two (2) years of the first offense.
- (J) An employee who accumulates three (3) or more unrelated offenses within a twelve (12) month period may be discharged. Offenses that result in no more than a verbal warning will not be counted toward this total. All lay-offs will be without pay.
- (K) Any employee disagreeing with the action of the City may submit a grievance through the grievance procedures established in this agreement. However, the person hearing the grievance shall be limited to considering whether or not the employee violated the work rule and whether the City had the discretion to take the action it did under the terms of this agreement.

ARTICLE XXII Vacations

(A) Vacation pay will be computed according to the following schedule:

<u>Length of Service</u>	<u>Vacation</u>
One (1) Year	Forty (40) Hours
Two (2) Years	Eighty (80) Hours
Seven (7) Years	One hundred twenty (120) Hours
Fourteen (14) Years	One hundred sixty (160) Hours

An employee's length of service for vacation with pay is defined as the number of years worked for the City from the first day of full-time employment with the City. Employees are eligible for paid vacation after the end of their first year of employment.

(B) Employee's pay for vacation time shall be calculated by the employee's normal forty (40) hour work week. If a designated holiday is observed during the employee's vacation period, the employee will be eligible for additional time off with pay equal to the holiday time off for which the employee is eligible. An employee's vacation allowance for a year will be reduced one-twelfth (1/12) for each full month of unpaid leave of absence during the previous year. An employee's vacation allowance will not be reduced by any unpaid leave or absence of thirty (30) days or less.

(C) Vacation will normally be taken in units of at least forty (40) hours. However, an employee may take all but forty (40) hours of his vacation allowance in separate eight (8) hour segments, subject to staffing requirements. Whenever possible, employees should take their total vacation. Pay in lieu of vacation will not be granted unless staffing requirements will not allow an employee to use his vacation, and only with the approval of the Mayor.

(D) An employee whose employment is terminated will receive pay in lieu of vacation allowance accrued during the current vacation year, provided termination is due to one (1) of the following reasons:

- (1) Resignation with a minimum two (2) weeks notice;
- (2) Release of the employee, including termination of grant;
- (3) Retirement; or
- (4) Death of an employee (paid to the estate of the employee).

For every ten (10) weeks worked during the year of termination, sixteen (16) hours of vacation will be paid.

(E) For all employees, length of service is defined as the number of years an employee has worked for the City of Goshen. This shall be figured from the date of full-time employment with the City of Goshen not calendar years, except for those employees who are provided a different method of calculation in the salary ordinance. An employee's vacation year begins on his date of hire anniversary date and ends on the employee's date of hire anniversary date one (1) year later.

(F) Vacations will be scheduled by department heads in January for the year. The department head may establish those periods of the year in which no vacations may be taken due to staffing requirements, but no vacation request will be unreasonably denied. Vacations will be scheduled during the remaining weeks on the basis of seniority according to the following procedure:

- (1) The employee with highest seniority in the department may first select two (2) one-week periods, which may be consecutive if he so chooses. The employee with next-highest seniority in the department may then select his two (2) one-week periods. This process shall continue until all employees in the department entitled to vacation have selected two (2) one-week periods.
- (2) Those employees entitled to at least one hundred twenty (120) hours of vacation may then make their third one-week selection with the employee having the highest seniority selecting a one-week period first.
- (3) Those employees entitled to a total of one hundred sixty (160) hours of vacation may then make their final one-week selection with the employee having the highest seniority selecting a one-week period first.

An employee entitled to make a vacation selection must do so within one (1) work day. Failure to make the selection within the allotted time allows the employee with the next-highest seniority to select. The employee failing to make their selection within one (1) day may select an open week at any time thereafter, but is not entitled to bump an employee with less seniority who has already made their selection.

(G) Not more than one (1) person in the department may elect to take vacation during any given week without the written consent of the department head. A person may change his vacation to any non-selected period, as long as he does so in writing, and with at least thirty (30) days notice given to the department head. The department head may waive the thirty (30) day notice requirement if the department will not be significantly inconvenienced by the lack of notice. Scheduling of non-selected weeks will be on the basis of the first to make the written request and not on the basis of seniority.

(H) Unused vacation may not be carried over from year to year without the written approval of the Board of Public Works and Safety or the Mayor and the Union.

ARTICLE XXIII Pledge Against Discrimination and Coercion

- (A) The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, disability, or political affiliation, all as required by law. The Union shall share equally with the Employer the responsibility for applying this provision.
- (B) All reference to employees in this agreement shall designate both sexes, and wherever the words his, her, their, them, employee, employees, and other pronouns are used, said words shall be construed to include both the male and female gender.
- (C) The Employer and the Union recognize the legal obligations to make reasonable accommodations for certain employees with disabilities as legally recognized under applicable federal law. The Employer and an employee with a disability may agree upon a part-time or modified work schedule without violation of this agreement. If a reader, interpreter, or other personal assistant is provided by or for an employee with a disability, such reader, interpreter, or other personal assistant is excluded from the bargaining unit covered by this agreement.
- (D) The Union agrees not to intimidate or coerce the Employer in an effort to recruit membership to the Union.

ARTICLE XXIV Sick Leave

- (A) Each employee shall earn sick (6) hours of sick leave for each month of service (seventy-two (72) hours of sick leave per year) beginning with the date of employment.
- (B) An employee who has accumulated two hundred forty (240) hours of sick leave may sell up to thirty-two (32) hours of sick leave back to City during January of each year at a rate of Seventeen and 50/100 Dollars (\$17.50) per hour provided that the sell back does not reduce the accumulated sick leave to less than two hundred forty (240) hours.
- (C) An employee leaving City employment who has more than ten (10) years longevity with the City of Goshen will be paid for all unused accumulated sick leave in excess of four hundred eighty (480) hours to a maximum of two hundred forty (240) hours paid if the employee is in good standing with the City of Goshen at the time he gives notice to terminate his employment, and if a four (4) week written notice of the intent to terminate his employment is given to the City of Goshen.
- (D) Any employee who has worked for more than ten (10) years is entitled to be paid for unused accumulated sick leave in excess of four hundred eighty (480) hours to a maximum of two hundred forty (240) hours paid if the employee is in good standing at the time City terminates his employment.
- (E) An employee who elects to leave his employment or is terminated by City while the employee is in good standing shall be paid for the sick leave eligible to be paid under the terms of this Article at the hourly rate the employee was receiving at the time the employee elected to leave City employment or was terminated by City.
- (F) Sick leave shall be paid for employee's physical or mental illness, injury or health condition. An employee may also use accrued sick leave for paid time off work to provide care to the employee's spouse, domestic partner, child, parent or sibling who is experiencing an illness, injury or other health condition, or seeking the medical diagnosis, care or treatment (including preventative medical treatment, dental care and optometric care) of a physical or mental illness, injury or other health condition.
- (G) There is no requirement for a doctor's note if the employee misses less than three (3) consecutive days unless the department head has a reasonable belief that the employee is misusing sick time. A department head may take the following patterns of use into consideration in determining if an employee has misused sick time:
 - (1) Use of unscheduled sick time before and/or after weekends or regular days off;
 - (2) Use of unscheduled sick time before and/or after holidays;
 - (3) Use of unscheduled sick time before and/or after vacations;
 - (4) Excessive absenteeism; and
 - (5) A continued pattern of using sick leave almost as soon as it is earned.

ARTICLE XXV Safety and Health

- (A) The Employer shall establish and maintain conditions of work which are reasonably safe and healthful for employees and free from recognized hazards that are causing or likely to cause death or serious physical harm to employees.
- (B) No employee shall knowingly interfere with the use of any method or process adopted for the protection of any employee in such employment or fail to show or obey orders necessary to protect the life, health, and safety of himself or other employees.
- (C) No employee shall report any violation to any federal, state, or local governmental agency or any news agency without first making such violation known to the department head of his department, and if a satisfactory response is not obtained, to the Mayor's Office of the City of Goshen.
- (D) The Employer shall pay up to Two Hundred Twenty-five Dollars (\$225.00) toward the cost to purchase or repair work shoes or inclement weather gear such as raincoats, Carhartts or other gear associated with work duties every calendar year. The work shoes or inclement weather gear must be approved by the department head as adequate for the work place considering the nature of the employee's job and shall not include any required personal protection equipment (PPE) provided for by the City.
- (E) If the Employer requires either goggles or a safety shield for work, the Employer will pay the reasonable cost of such goggles or safety shield. In the event that because of the nature of the work, goggles or a safety shield will not sufficiently protect the employee but prescription safety eye glasses will, the Employer will pay the cost of the prescription safety eyeglasses.
- (F) The City agrees to appoint a Safety Board which will examine safety issues throughout the City. One (1) Union member from each department may sit on the committee. The administration will appoint at least two (2) members to the committee. In addition, both the Police and Fire Unions will be allowed to appoint a member to the committee. This committee shall meet at least twice a year. Additional meetings may occur if circumstances warrant.

ARTICLE XXVI Increment Pay

- (A) All full-time and permanent part-time Union employees of the City of Goshen who have completed at least one (1) full year of continuous employment with the City shall receive an annual increment pay bonus payable at the end of the calendar year or at the time of termination of employment with the City.
- (1) A permanent part-time employee of the City of Goshen shall be considered an employee scheduled to work one thousand forty (1,040) or more hours per year, but less than two thousand eighty (2,080) hours per year.
- (B) All eligible full-time Union employees of the City of Goshen shall receive increment pay in the amount of One Hundred Dollars (\$100.00) per calendar year of continuous employment, up to a maximum of One Thousand Seven Hundred Dollars (\$1,700.00).
- (C) All eligible permanent part-time employees of the City of Goshen shall receive a prorated amount of increment pay based on the amount of One Hundred h(\$100.00) per calendar year of continuous employment, up to a maximum of One Thousand Seven Hundred Dollars (\$1,700.00), and calculated as follows:
- $$[(\text{Number of Hours Worked Previous Calendar Year}/2,080 \text{ Hours})][(\text{Number of Calendar Years of Continuous Employment})(\$100.00/\text{Calendar Year})] = \text{Prorated Annual Increment Pay}$$
- (D) An eligible employee of the City of Goshen shall earn one (1) year toward increment pay for each continuous calendar year of employment commencing January 1 following his or her date of employment. The employee shall earn an additional year toward increment pay each succeeding January 1.
- (E) Increment pay will be paid to an employee upon termination of employment with the City of Goshen based on the number of continuous calendar years of employment earned through January 1 of the current calendar year if:
- (1) The employee is in good standing with the City at the time of termination; and
- (2) The employee gives the City a minimum four (4) week written notice of his or her intent to terminate employment with the City, unless the employee is otherwise terminated by the City; or
- (3) The termination is due to the death of the employee.

ARTICLE XXVII Longevity Bonus

- (A) All full-time Union employees of the City of Goshen commencing employment with the City before January 1, 1990 and who have attained at least twenty (20) years of full-time employment with the City shall receive an annual longevity bonus payable at the end of the calendar year or at the time of termination of employment with the City.
- (B) All eligible employees of the City of Goshen who have completed at least twenty (20) years of full-time employment with the City shall receive an annual longevity bonus of Two Thousand Dollars (\$2,000.00).
- (C) All eligible employees of the City of Goshen who have attained their twentieth (20th) year of full-time employment with the City after January 1 shall receive a prorated portion of the annual longevity bonus of Two Thousand Dollars (\$2,000.00) based on the portion of the year remaining after they have attained their twentieth (20th) year of full-time employment.
- (D) All eligible employees of the City of Goshen shall receive a prorated portion of the annual longevity bonus of Two Thousand Dollars (\$2,000.00) upon termination of employment with the City based on the portion of the year employed after January 1 of the current calendar year if:
 - (1) The employee is in good standing with the City at the time of termination; and
 - (2) The employee gives the City a minimum four (4) week written notice of his or her intent to terminate employment with the City, unless the employee is otherwise terminated by the City; or
 - (3) The termination is due to the death of the employee.
- (E) This Article does not apply to full-time employees of the City of Goshen commencing employment with the City on or after January 1, 1990.
- (F) This section does not apply to part-time employees of the City of Goshen.

ARTICLE XXVIII Drug-Free Environment

The Union and the employees agree that they shall comply with all reasonable drug and alcohol policies which may be established by the City for all City employees as set forth in Exhibit B attached to this agreement.

ARTICLE XXIX Commercial Driver's License

- (A) For any employee required to have a commercial driver's license the City will pay the cost of basic physicals required by state or federal regulations to maintain the commercial driver's license (CDL), provided the physicals are given by a physician designated by the City in accordance with such reasonable restrictions as the City may impose in order to obtain a group discount for these physical examinations. Notwithstanding this provision, a Union employee can have medical personnel of his or her own choice conduct the physical, provided the physical will meet the requirements to maintain the CDL and the employee pays the difference between the cost of the examination and the amount the City would have paid had the employee obtained the physical from the medical personnel selected by the City.
- (B) The City will pay for the cost of the CDL renewal or upgrade for any employee needing a CDL license to do their existing job.
- (C) The City will not pay for any testing required by state or federal regulations resulting from an accident.
- (D) The City will not pay for any additional testing or treatment as a result of the findings of the basic physical examination.

ARTICLE XXX Schooling/Training

When the City requests that an employee attend a schooling or training session, the employee shall receive compensation for attending the schooling or training session and for travel to and from the session, provided that such travel occurs within the employee's normal work day. In addition, the employee will be provided City transportation with a City vehicle to attend the meeting unless one is not available, in which case the employee will be reimbursed at the rate of Fifty and One-half Cents (50.5¢) per mile for all travel to and from the school or training site. Travel to and from the school or training site outside the normal work day shall not be compensated. The City shall pay for the actual costs of a motel/hotel if stay at a motel/hotel is required in order to attend the schooling or training at an amount not to exceed Eighty Dollars (\$80.00) per day.

ARTICLE XXXI Separability and Savings Clauses

- (A) If any article, paragraph, or section of this agreement or any amendment hereto should be held invalid by operation of application of federal, state, or local law or if compliance with or enforcement of any article, paragraph, or section of this agreement should be restrained by such court pending a final determination as to its validity, then the remainder of this agreement, any rider to the agreement, the operation or application of such article, paragraph, or section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance or enforcement has been restrained shall not be affected.

- (B) If any article, paragraph, or section is held invalid or if enforcement or compliance with such article, paragraph, or section has been restrained, the parties shall enter into negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such article, paragraph, or section during the period of invalidity or restraint.

ARTICLE XXXII Tenure of Agreement

This agreement, including any exhibits attached to this agreement, shall be effective January 1, 2021 to December 31, 2023. This agreement will continue in full force and effect from year to year after December 31, 2023, unless notice in writing is given by either party prior to May 1, 2023, or any year thereafter.

ARTICLE XXXIII Street Department Supplemental Agreement

(A) **Overtime.**

Employees within the department shall be entitled to pay at one and one-half (1½) times their regular rate of pay for all hours worked in excess of eight (8) in any single day and for all hours in excess of forty (40) in any single work week. A work week shall be from Friday through Thursday.

(B) **Hours of Work.**

Street Department's normal hours of work will be between 7:00 a.m. and 4:00 p.m., but not more than eight (8) hours of work, including paid break time. The work day shall start at midnight and continue until 11:59 p.m.

When a Street Department employee is called out outside of the normal hours of work, the employee will work their normal hours of work in addition to called out work period unless the employee has been called out in two (2) of the previous three (3) days.

(C) **Lunch and Break Periods.**

This department shall receive a one-half (½) hour paid break in the first half of the shift and a one-half (½) hour unpaid lunch period in the second half of the shift unless otherwise agreed by the employee and Employer.

ARTICLE XXXIV Parks and Recreation Department Supplemental Agreement

(A) **Scheduling Saturday and/or Sunday Work.**

The regularly scheduled work week for Parks and Recreation Department employees is Monday through Friday. However, in the event that a department head determines that the work week should include work on a Saturday and/or Sunday, the employees with the least seniority within the department, provided they are qualified to perform the work, must work the Saturday and/or Sunday unless an employee with higher seniority agrees to work the schedule which includes the Saturday and/or Sunday. The department head shall give at least two (2) weeks notice of the need to schedule work on a Saturday and/or Sunday, except in cases of a bona fide emergency.

(B) **Accrued Leave Time.**

An employee will not be required to submit more than a three (3) day notice of an intent to schedule vacation time of sixteen (16) hours or less. Park Department may deny use of vacation time if staffing is not sufficient to accommodate the request unless vacation time had been requested more than thirty (30) days in advance.

Accrued sick leave, floating holidays, vacation leave, and compensatory time will be listed on the employee's pay stub.

(C) **Vaccinations.**

City will provide employees, at City's cost, a hepatitis B vaccination, but no more than once every five (5) years.

(D) **Safety and Health.**

All employees will always wear protective safety gear provided by the department when appropriate. These devices shall include, but are not limited to seat belts, hard hats, eye protection, gloves, chaps, leather boots and ear protection.

Employees will participate in safety review meetings provided for them by the City.

(E) City agrees that it will employ at least five (5) full time park maintenance employees. Paragraph (E) shall remain in effect in 2021. Either City or Union may open discussion of this paragraph for 2022 or 2023 by providing written notice in writing to the other party by May 15 of the year prior to the effective date of any change.

(F) Park Department may suggest to an employee that the employee take compensatory time instead of paid overtime, however, the employee must agree to take compensatory time.

(G) The Park Department with the employee's agreement may eliminate the two (2) paid fifteen (15) minute breaks in exchange for one half an hour paid lunch.

ARTICLE XXXV Wastewater Treatment Department Supplemental Agreement

The wastewater treatment facility must be operational seven (7) days a week and twenty-four (24) hours a day. A supervisory control and data acquisition (SCADA) system is being installed that will eliminate the need for round the clock supervision of the wastewater treatment facility under normal circumstances. However, someone will need to be on-call seven (7) days a week and twenty-four (24) hours a day to respond if necessary.

(A) Hours of Work.

- (1) In order to provide coverage at the wastewater treatment facility seven (7) days a week, the City may elect to schedule at least one (1) employee Tuesday through Saturday, at least one (1) employee Sunday through Thursday, and the remaining employees Monday through Friday. Scheduling of the various weekly schedules shall be on the basis of seniority with the most senior employee of the Wastewater Treatment Department who is trained and capable of operating the wastewater treatment facility selecting the weekly schedule that he or she wishes to work. The second-highest senior employee who is trained and capable of operating the wastewater treatment facility shall then select the weekly schedule that he or she wishes to work. This process shall continue on the basis of seniority until the Tuesday through Saturday and the Sunday through Thursday work schedules are filled.

In the event that an employee who is scheduled to work a schedule that includes Saturday or Sunday will be absent due to vacation, injury or illness, another wastewater treatment employee will be scheduled to cover the Saturday or Sunday based on reverse seniority.

(B) Lunch.

City may schedule an employee for an eight (8) hour day with no scheduled lunch period. If an employee works through his or her lunch period due to an emergency or the circumstances of the job on a particular occasion, the employee will be paid for the lunch period and allowed to clock-out one-half (½) hour early.

(C) Certification Bonus.

In addition to regular salaries, personnel of the water and sewer utilities shall receive Two Hundred Dollars (\$200.00) per year for each wastewater treatment plant operator certificate or water plant operator license received which is above and beyond the Employer's job description training requirements. The City will pay for the cost of the certification test, provided that the employee passes the certification test, and the costs of the periodic renewal of certification.

(D) Shower Times.

Maintenance employees will be allowed a period of time at the end of the work day to shower. One (1) employee will be allowed to shower twenty (20) minutes before the end of the work day; one (1) will be allowed to shower fifteen (15) minutes before the end of the work day; and the remaining employees will be allowed to shower ten (10) minutes before the end of the work day.

(E) **Vacation Scheduling.**

At least one (1) Union employee will be allowed to be on vacation in any given week.

(F) **Procedures for Assigning Overtime.**

- (1) When overtime becomes available on a given shift due to sickness, vacation or any other reason approved by management, overtime will be offered to any reasonably qualified employee already assigned to that shift before going to the overtime rotation book. If that employee chooses to work the available hours, the employee will be charged those hours in the overtime rotation book. If that employee chooses not to work the available hours, those hours will not be charged against the employee. However, if the overtime rotation book is used and that employee's name comes up in the regular rotation, then the rules of the contract apply and the employee will be charged the hours.
- (2) If all reasonably qualified employees have refused the hours available for overtime, they will be charged the number of hours rejected. In the event that all reasonably qualified employees refuse the overtime, then the reasonably qualified employee with the least seniority will have to work as stated in the contract and will be charged with the hours worked.
- (3) If an employee first accepts overtime and then chooses not to work it, a replacement must be found by using the overtime rotation book. Anyone who chooses not to work the overtime after another employee accepts it will not be charged those hours. However, the employee who first accepted the overtime and the replacement employee will both be charged those hours. Only the names of the employee who first accepted the overtime and the replacement employee should be moved over to the left side. If a replacement is not found, then the employee who first accepted the overtime must work.
- (4) The employee who is finding a replacement is responsible for entering all data into the overtime rotation book. All data shall be entered immediately as the calls are made except for vacations. If an employee is asked to fill in for a vacation, that employee may have up to twenty-four (24) hours to respond. Any employee on vacation at the time overtime is available will not be called upon to work.

(G) **On-Call.**

- (1) A City employee (either Union or management) will be designated to take home a laptop computer and a communication device during each period when no employee will be on duty at the wastewater treatment facility. In the event that a warning signal is received from the wastewater treatment facility, the employee will attempt to provide the needed assistance through the computer. If the issue cannot be resolved through the computer, the employee will immediately respond to the wastewater treatment facility and take all required actions. If the employee needs to report to the wastewater treatment facility, the employee will also advise management.
- (2) If a Union employee is responsible for the laptop computer and communication device on a day that the employee is scheduled to work, the employee will be paid Ten Dollars (\$10.00) for the period from the end of the employee's work day until the beginning of the next work day or 7:00 a.m. if there is no work scheduled the next day. If a Union employee is responsible for the laptop computer and communication device on a day that the

employee is not scheduled to work, the employee will be paid Fifteen Dollars (\$15.00) for the day and the next day ending at 7:00 a.m.

- (3) If a Union employee needs to report to the wastewater treatment facility, the employee will be paid in accordance with the contract provisions for call-ins. Any call-in pay will be in addition to the on-call pay provided above.
- (4) The on-call employee must remain within thirty (30) miles of the wastewater treatment facility at all times while the employee is on-call. Employees who at the time of the execution of this contract reside more than thirty (30) miles from the wastewater treatment facility will be excluded from the on-call rotation if the warning signals cannot be adequately received at the employee's home.
- (5) City will supply at City's expense all equipment necessary for the employee to be on-call, including any cell phone or pager required.

ARTICLE XXXVI Utilities Department Supplemental Agreement

A portion of the water facility must be operational seven (7) days a week and twenty-four (24) hours a day. A supervisory control and data acquisition (SCADA) system is being installed that will eliminate the need for round the clock supervision of a portion of the water facility under normal circumstances. However, someone will need to be on-call seven (7) days a week and twenty-four (24) hours a day to respond if necessary.

(A) Lunch.

An employee under the direct supervision of the Utility Office Manager shall receive a one (1) hour unpaid lunch unless otherwise agreed upon between the Employer and employee. Employees under the direct supervision of the Construction/Distribution Manager shall receive a one-half (½) hour unpaid lunch. Water Treatment Operators may be scheduled for an eight (8) hour day with no scheduled lunch.

(B) Certification Bonus.

In addition to regular salaries, personnel of the water and sewer utilities shall receive Two Hundred Dollars (\$200.00) per year for each wastewater treatment plant operator certificate or water plant operator license received which is above and beyond the Employer's job description training requirements. The City will pay for the cost of the certification test, provided that the employee passes the certification test, and the costs of the periodic renewal of certification.

(C) Inclement Weather.

- (1) The City and the Union recognize the fact that temperature, wind and precipitation in varying combinations may produce weather conditions under which outside work becomes unsafe or causes unreasonable discomfort. In extreme conditions, outside work should continue only in the event of emergency. During extreme conditions, the City may suspend outside work or assign employees to other less exposed work either inside or outside.
- (2) The Union recognizes that the outside worker accepts reasonable discomfort from precipitation, temperature and wind. Reasonable discomfort should not justify suspension of work.
- (3) City recognizes that when certain limits of temperature, wind velocity or precipitation are exceeded, outside work should be suspended or modified if possible.
- (4) It is agreed that when the wind chill as measured at the Goshen Middle School weather observatory is below minus ten degrees (-10), outside work will be suspended if requested by the employee, except for emergencies.
 - (a) As used in this section, an emergency shall be deemed to exist when continuity of a public service is threatened or interrupted or when public property, public health or public safety is endangered. The accumulation of snow, ice, water, leaves or debris on public property or recreational areas shall be deemed to endanger public safety. Emergencies shall include, but are not limited to the following:
 - (i) Broken water lines, including water mains, building sewers and meters

- (ii) Broken sewer lines
 - (iii) Lift stations
 - (iv) Flooding
 - (v) Fire
 - (vi) Customer service is damaged by utility
 - (vii) Water is off or hot water heat is off
 - (viii) Power outages
 - (ix) Fire hydrant hit or need to locate water or sewer line on emergency basis
- (b) Jobs requiring an employee to be outside in less than fifteen (15) minute intervals will not be considered to be outside work for the purposes of this section.
 - (c) If employee elects to suspend outside work, the employee will be sent home without pay unless the department head has inside work for the employee to perform. The employee may use vacation or floating holidays to cover a loss of pay.

(D) On-Call.

- (1) A City employee (either Union or management) will be designated to take home a laptop computer and a communication device during each period when no employee will be on duty at the water facility. In the event that a warning signal is received from the water facility, the employee will attempt to provide the needed assistance through the computer. If the issue cannot be resolved through the computer, the employee will immediately respond to the water facility and take all required actions. If the employee needs to report to the water facility, the employee will also advise management.
- (2) If a Union employee is responsible for the laptop computer and communication device on a day that the employee is scheduled to work, the employee will be paid Ten Dollars (\$10.00) for the period from the end of the employee's work day until the beginning of the next work day or 7:00 a.m. if there is no work scheduled the next day. If a Union employee is responsible for the laptop computer and communication device on a day that the employee is not scheduled to work, the employee will be paid Fifteen Dollars (\$15.00) for the day and the next day ending at 7:00 a.m.
- (3) If a Union employee needs to report to the water facility, the employee will be paid in accordance with the contract provisions for call-ins. Any call-in pay will be in addition to the on-call pay provided above.
- (4) The on-call employee must remain within thirty (30) miles of the water facility at all times while the employee is on-call. Employees who at the time of the execution of this contract reside more than thirty (30) miles from the wastewater treatment facility will be excluded from the on-call rotation if the warning signals cannot be adequately received at the employee's home.

(5) City will supply at City's expense all equipment necessary for the employee to be on-call, including any cell phone or pager required.

(E) **Additional Shift Differential.**

A Utilities Department employee who is scheduled to work a shift outside of their regular scheduled shift to flush hydrants shall receive Forty-five Cents (\$0.45) per hour in addition to the differential pay provided for in Article IV, paragraph (E).

ARTICLE XXXVII Central Garage Supplemental Agreement

(A) **Lunch and Break Periods.**

This department shall receive a one-half (½) hour paid break in the first half of the shift and a one-half (½) hour unpaid lunch period in the second half of the shift unless otherwise agreed by the employee and Employer.

(B) **Mechanic's Tool Insurance.**

The City will provide reimbursement for insurance covering theft and fire damage of mechanic-owned tools or City will pay employee's insurance company directly upon presentation of an invoice for the theft and fire damage of mechanic owned tools in any calendar year.

(C) **Mechanic's Tool Allowance.**

A mechanic and mechanic assistant may use all or any portion of the mechanic's work shoe allowance provided for in Article XXV, Safety and Health, to purchase at the employee's discretion tools to be used in their employment. In addition to applying all or a portion of the shoe allowance, a mechanic will be provided Two Hundred Fifty Dollars (\$250.00) each year to purchase tools to be used in their employment.

A mechanic who holds a Master Automotive Certification or Master Heavy Truck Certification will be provided Three Hundred Fifty Dollars (\$350.00) each year to purchase tools to be used in their employment. This is in addition to the work shoe allowance and mechanic's tool allowance.

Any portion of the work shoe allowance or additional tool allowance may be used to offset any tools purchased at the employee's discretion that are used exclusively for the employee's work even if a portion of the tools purchased is financed by the employee.

(D) **Certification Bonus.**

In addition to an employee's regular hourly rate, each employee shall receive Four Hundred Dollars (\$400.00) per year for each ASE certification test the employee has passed, provided the employee has kept the ASE certification current and the ASE certification test is within one of the following disciplines:

- (1) Automobile/Light Truck (A Series)
- (2) Medium/Heavy Duty Truck (T Series)
- (3) Truck Equipment (E Series)
- (4) Electronic Diesel Engine Diagnosis Specialist (L2)

The maximum ASE certification bonus the City will pay any employee is One Thousand Two Hundred Dollars (\$1,200.00).

City will reimburse any employee who passes the certification tests required to obtain the Master Automotive Certification or Master Heavy Truck Certification the cost of the test registration and the test fee up to a maximum of One Hundred Thirty-five Dollars (\$135.00) per test.

If there is no testing option except during normal work hours, any mechanic will be given time off to take the test with pay.

IN WITNESS WHEREOF, the parties have set their hands on the dates set forth below.

CITY OF GOSHEN

TEAMSTERS LOCAL UNION NO. 364
affiliated with the
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS OF AMERICA

Jeremy P. Stutsman, Mayor

President

Date Signed: _____

Date Signed: _____

EXHIBIT A - Disciplinary Sanctions

	OFFENSE	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE	FOURTH OFFENSE
Vehicular Accidents					
1	Accident resulting from an employee's reckless conduct.	30 Day Lay-Off	Subject to Discharge		
2	Accident resulting from an employee's negligent conduct.	Written Warning	15 Day Lay-Off	Subject to Discharge	
3	Failure to immediately report an accident, including a personal injury accident or a property damage accident.	3 Day Lay-Off	Subject to Discharge		
4	Accident resulting from an employee's gross negligence.	5 Day Lay-Off	30 Day Lay-Off	Subject to Discharge	
Attendance					
1	Absence from work for three (3) successive work days without notification to the	Subject to Discharge			
2	Failure to notify the supervisor within fifteen (15) minutes after scheduled starting time of intention not to report to duty.	Written Warning	3 Day Lay-Off	Subject to Discharge	
3	Reporting late for shift without prior explanation to supervisor.	Written Warning	3 Day Lay-Off	30 Day Lay-Off	Subject to Discharge
4	Misuse of sick leave.	Written Warning	3 Day Lay-Off	30 Day Lay-Off	Subject to Discharge
Conduct					
1	Discourtesy to public.	Written Warning	3 Day Lay-Off	Subject to Discharge	
2	Insubordination.	3 Day Lay-Off	30 Day Lay-Off	Subject to Discharge	
3	Engaging in horseplay, running, scuffling or throwing things.	Verbal Warning	Written Warning	3 Day Lay-Off	Subject to Discharge
4	Threatening, coercing, intimidating or interfering with fellow employees or supervisor.	Written Warning	3 Day Lay-Off	Subject to Discharge	
5	Violating FCC regulations.	Verbal Warning	Written Warning	5 Day Lay-Off	Subject to Discharge
6	Creating unsanitary conditions.	Verbal Warning	Written Warning	3 Day Lay-Off	Subject to Discharge
7	Employee reporting to work unclean or in filthy clothing.	Verbal Warning	Written Warning	3 Day Lay-Off	Subject to Discharge

	OFFENSE	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE	FOURTH OFFENSE
8	Making any preparation for leaving the work site prior to the allowed clean-up time at the end of the shift, unless authorized by supervisor.	Verbal Warning	Written Warning	3 Day Lay-Off	Subject to Discharge
9	Leaving the work site during the work shift without permission or leaving the job before the end of the shift without supervisor authorization.	Written Warning	3 Day Lay-Off	30 Day Lay-Off	Subject to Discharge
10	Provoking or instigating a fight or fighting during working hours or at the work site.	5 Day Lay-Off	Subject to Discharge		
11	Sleeping on the job during working hours unless authorized by supervisor during time of emergency.	Written Warning	3 Day Lay-Off	30 Day Lay-Off	Subject to Discharge
12	Failure to report change in address or telephone number.	Verbal Warning	Written Warning	3 Day Lay-Off	Subject to Discharge
13	Taking an extended lunch period or break.	Verbal Warning	Written Warning	3 Day Lay-Off	Subject to Discharge
14	Insulting words or conduct directed toward a supervisor or made in the supervisor's proximity so that it is reasonably assumed to be directed toward the supervisor.	Written Warning	3 Day Lay-Off	Subject to Discharge	
15	Insulting words or conduct directed to a member of the public.	Written Warning	3 Day Lay-Off	Subject to Discharge	
16	Threatening, intimidating or retaliation against a member of the public, including intentionally defacing or damaging personal or real property.	3 Day Lay-Off	15 Day Lay-Off	Subject to Discharge	
17	Negligently damaging personal or real property.	Written Warning	3 Day Lay-Off	Subject to Discharge	
Equipment					
1	Failure to report any mechanical or defective condition of equipment.	Written Warning	3 Day Lay-Off	Subject to Discharge	
2	Failure to keep vehicle clean or to report the need of maintenance of assigned equipment.	Verbal Warning	Written Warning	3 Day Lay-Off	Subject to Discharge
3	Removal of any portion of equipment such as safety guards or devices.	Written Warning	3 Day Lay-Off	Subject to Discharge	
4	Misuse of or the loss of personally issued safety equipment. (In addition to any penalty imposed, the employee will be expected to pay for the damages equal to the depreciated value of the equipment, but in no event is the cost to exceed Two Hundred Fifty Dollars (\$250.00).)	Written Warning	3 Day Lay-Off	Subject to Discharge	

	OFFENSE	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE	FOURTH OFFENSE
5	Loss of or negligently damaging City equipment. (In addition to any penalty imposed, the employee will be expected to pay for the damages equal to the depreciated value of the equipment, but in no event is the cost to exceed Two Hundred Fifty Dollars (\$250.00).)	Written Warning	3 Day Lay-Off	Subject to Discharge	
6	Use of City-owned equipment for personal use, including use of City computer for personal purposes. This does not preclude limited personal use of a computer for appropriate and proper purposes during breaks or lunch or with the approval of the head of the department.	Written Warning	3 Day Lay-Off	Subject to Discharge	
Safety					
1	Failure to wear City-issued safety equipment.	Written Warning	3 Day Lay-Off	Subject to Discharge	
2	Carelessness in regards to safety of self and others.	Verbal Warning	Written Warning	3 Day Lay-Off	Subject to Discharge
3	Failure to use lights on equipment.	Verbal Warning	Written Warning	3 Day Lay-Off	Subject to Discharge
4	Violation of other safety rules or regulations.	Verbal Warning	Written Warning	5 Day Lay-Off	Subject to Discharge
5	Failure to properly set safety devices or apparatus where required.	Verbal Warning	Written Warning	5 Day Lay-Off	Subject to Discharge
6	Conviction of any moving traffic offense while operating City-owned equipment.	Written Warning	3 Day Lay-Off	Subject to Discharge	
7	Observation by any authorized supervisor of any traffic violation while operating City equipment.	Verbal Warning	Written Warning	3 Day Lay-Off	Subject to Discharge
8	Failure to keep work area clear of objects or materials that may be hazardous to health and safety.	Verbal Warning	Written Warning	5 Day Lay-Off	Subject to Discharge
Work Habits					
1	Causing unnecessary scrapping of materials or parts due to carelessness.	Verbal Warning	Written Warning	5 Day Lay-Off	Subject to Discharge
2	Use of or possession of another employee's tools without the employee's consent.	Written Warning	5 Day Lay-Off	Subject to Discharge	
3	Misusing, negligently destroying or damaging any City property or property of an employee.	Written Warning	Subject to Discharge		

	OFFENSE	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE	FOURTH OFFENSE
4	Deliberately restricting or delaying services.	Written Warning	30 Day Lay-Off	Subject to Discharge	
5	Failure to punch out when leaving the work site for personal reasons during the work day.	Written Warning	5 Day Lay-Off	Subject to Discharge	
6	Leaving the work site in continuous operation without being relieved by supervisor or next shift employee.	Written Warning	5 Day Lay-Off	Subject to Discharge	
7	Failure to report for duty within a reasonable time after called when required to report.	3 Day Lay-Off	30 Day Lay-Off	Subject to Discharge	
8	Gross negligence of duties which are part of normal activities.	3 Day Lay-Off	30 Day Lay-Off	Subject to Discharge	
Miscellaneous					
1	Unauthorized carrying of passengers.	5 Day Lay-Off	Subject to Discharge		
2	Suspension or revocation of driver's license when required for job classification.	Lay-off without pay until the license is reinstated. If license remains suspended or revoked for more than sixty (60) days, employee will be subject to discharge.			

EXHIBIT B - City of Goshen, Indiana Drug-Free Workplace Policy

This policy is established pursuant to the federal Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D) and implementing regulations published at 54 FR 4946 and 4956. The City of Goshen is subject to these regulations because of its receipt of federal grants.

This policy is adopted to assure, to the maximum extent possible, that the work of employees is carried out in a drug-free workplace. This policy is supplementary to any other policies of the City of Goshen. This statement of policy does not replace or limit the provisions or applicability of any other policy of the City.

Policy

1. The unlawful manufacture, distribution, dispensing, possession or use of controlled substances by an employee in the workplace is prohibited.
2. Any employee convicted of violation of any criminal drug statute in the workplace shall be subject to the following:
 - a. Suspension, without pay, pending satisfactory completion of an approved drug rehabilitation counseling/treatment program; or
 - b. Dismissal.

Determination of the sanction to be applied shall be determined by the Board of Public Works and Safety within thirty (30) days of notice of such conviction, after a hearing at which the employee may submit evidence and be represented by counsel.

Definitions

1. "Employee" shall mean any person employed by the City.
2. "Workplace" shall include any location where an employee is carrying out activities of the City.
3. "Controlled Substances" shall mean any controlled substance in Schedule I through V of Section 202 of the Controlled Substances Act (21 USC 812), and as further defined by regulations at 21 CFR 1300.11 through 1300.15.

Agreement by Employees

As a condition of employment, employees will:

1. Abide by the terms of this Policy.
2. Notify the City, through the employee's department head, the Secretary to the Board of Works or the Mayor, of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

Drug-Free Workplace Awareness Program

There is hereby established a Drug-Free Workplace Awareness Program to be administered by the Mayor or his designee, which program shall include the development and dissemination of information with respect to:

1. The dangers of drug abuse in the workplace;
2. The City's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Notifications

1. The Mayor or his designee shall provide each employee with a copy of this policy statement.
2. The Mayor or his designee shall notify the US Department of Housing and Urban Development and/or other applicable federal agencies of any criminal conviction for a violation of a drug statute occurring in the workplace no later than ten (10) days after receiving notice of such conviction.

Approved by the Board of Public Works and Safety of the City of Goshen, Indiana, this 28th day of January, 1991.

BOARD OF PUBLIC WORKS AND SAFETY
CITY OF GOSHEN, INDIANA

/s/ Mike Puro
Mayor

/s/ R. Kenneth Mack
Board Member

ATTEST:

/s/ Nancy Hoke
Clerk-Treasurer

/s/ Kathy A. Marquis
Board Member

EXHIBIT C - Employment Categories

Category A

Mechanic
SCADA Operator Technician

Category B

Wastewater Treatment Operator
Water Plant Operator
Sewer Maintenance Technician
Wastewater Maintenance Technician
TVI Specialist
Water and Sewer Construction and Distribution Technician
Inspector Crew Technician
Park Ranger/Pavilion Manager and Maintenance
Heavy Equipment Operator
Water Treatment Operator
Paint and Sign Technician

Category C

Assistant Water Treatment Operator/Maintenance Technician

Category D

Meter Service Technician
Park Maintenance
Light Equipment Operator
Mechanic Assistant

Category E

None

EXHIBIT D - 2021 Wages

UNION CATEGORY	0 to 1 YEAR	1 YEAR to 3 YEARS	OVER 3 YEARS
A	\$22.25	\$24.58	\$26.31
B	\$21.41	\$23.36	\$25.29
C	\$20.90	\$23.12	\$24.67
D	\$20.43	\$22.61	\$24.36
E	\$19.79	\$21.93	\$23.49

EXHIBIT E - 2022 Wages

Either City or Union may request a wage opener no later than May 15, 2021.

UNION CATEGORY	0 to 1 YEAR	1 YEAR to 3 YEARS	OVER 3 YEARS
A	\$22.25	\$24.58	\$26.31
B	\$21.41	\$23.36	\$25.29
C	\$20.90	\$23.12	\$24.67
D	\$20.43	\$22.61	\$24.36
E	\$19.79	\$21.93	\$23.49

EXHIBIT F – 2023 Wages

Either City or Union may request a wage opener no later than May 15, 2022.

UNION CATEGORY	0 to 1 YEAR	1 YEAR to 3 YEARS	OVER 3 YEARS
A	\$22.25	\$24.58	\$26.31
B	\$21.41	\$23.36	\$25.29
C	\$20.90	\$23.12	\$24.67
D	\$20.43	\$22.61	\$24.36
E	\$19.79	\$21.93	\$23.49



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

November 30, 2020

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Subscription Agreement with West Publishing Corporation

This office recommends that the Board approve the attached 24-month subscription agreement with West Publishing Corporation for online access to Westlaw used for legal research. The cost is \$187.31 per month for 2021 with a maximum 3% increase for 2022.

Suggested Motion:

Move to approve and authorize the Mayor to execute the attached Subscription Agreement with West Publishing Corporation for online access to Westlaw.



Order Form

Order ID: Q-00944722

Contact your representative caitie.dunser@thomsonreuters.com with any questions. Thank you.

Account Address

Account #: 1000131655
GOSHEN LEGAL DEPT
S MARKS
204 E JEFFERSON ST STE 2
GOSHEN IN 46528-3405 US

Shipping Address

Account #: 1000131655
GOSHEN LEGAL DEPT
S MARKS
204 E JEFFERSON ST STE 2
GOSHEN IN 46528-3405 US

Billing Address

Account #: 1000131655
GOSHEN LEGAL DEPT
S MARKS
204 E JEFFERSON ST STE 2
GOSHEN, IN 46528-3405 US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", or "I". Subscription terms, if any, follow the ordering grids below.

ProFlex Products
See Attachment for details

Service Material	Product	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Term
40757482	WEST PROFLEX	\$187.31	24	3%

ProFlex Bridge			
Service Material	Product	Bridge Monthly Charges	Bridge Term (Months)
40757482	WEST PROFLEX	\$220.50	1

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

Minimum Terms

Online/ Practice Solution/Software/ProFlex Products : Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

For Window Products: Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Post Minimum Terms

For Online/Practice Solutions/Software /ProFlex Products: At the end of the Minimum Term your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Automatic Renewal Term for Window Products. At the end of the Minimum Term your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges if we notify you of a different rate with at least 90 days notice. The Monthly Window will remain unchanged. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Miscellaneous

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor and Data Privacy Advisor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. This Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Banded Product Subscriptions You certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the applicable Quantity column. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time during the Term, we reserve the right to increase your charges as applicable

Excluded Charges. If you access services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at the links below. Excluded Charges may change after at least 30 days written or online notice.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

<https://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-firm-central-caseologistix.pdf>

Renewal Order Governing Agreement. Access to any new or renewal products set forth in this Order Form is governed by the same terms and conditions as your previous order form that contained the product(s) you are renewing

Thomson Reuters General Terms and Conditions, apply to all products ordered, except print and is located at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Additional Order Form Terms and Conditions

Government Non Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document,(e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-00944722

Signature of Authorized Representative for order

Title

Printed Name

Date

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This Order Form will expire and will not be accepted after 1/18/2021.



THOMSON REUTERS™

Attachment

Order ID: Q-00944722

Contact your representative caitie.dunser@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account

Account Number: 1000131655

Order Confirmation Contact (#28)

Contact Name: Marks, Shannon

Email: shannonmarks@goshencity.com

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

eBilling Contact

Contact Name Shannon Marks

Email shannonmarks@goshencity.com

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000131655	GOSHEN LEGAL DEPT	204 E JEFFERSON ST STE 2 GOSHEN IN 46528-3405 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Attorneys	42077751	Gvt - National Primary Core

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Shannon	Marks	shannonmarks@goshencity.com	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
42076680	Gvt - National Primary Core



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

November 25, 2020

To: Board of Public Works and Safety
From: Carla Newcomer
Subject: Agreement with OJS Building Services, Inc.

Attached is an agreement with OJS Building Services, Inc. for installation of two (2) boilers in the City Court/ Police Building.

The work is to be completed after the 2021 heating season but before August 31, 2021. OJS Building Services, Inc. will be compensated an amount not to exceed of \$68,717.00. This project is partially funded by an Office of Energy Development Grant in the amount of \$27,804.00 approved by the Board of Works on November 23, 2020.

Suggested motions:

Move to approve and execute the Agreement with OJS Building Services, Inc. for the installation of two (2) boilers for the City Court/Police Building.

AGREEMENT

Replace Two (2) Boilers at Goshen City Police and Court Building

THIS AGREEMENT is entered into on this ____ day of _____, 2020, between OJS Building Services, Inc., hereinafter referred to as “Contractor”, and the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as “City”.

WHEREAS, the two (2) boilers located at the Goshen Police and Court Building, 111 East Jefferson Street need to be replaced.

WHEREAS, the City desires to contract with Contractor, and Contractor agrees to replace the two (2) boilers at the Goshen City Police and Court Building

NOW THEREFORE, in consideration of the terms, conditions and mutual covenants contained in this Agreement, the parties agree as follows:

SCOPE OF SERVICES

Contractor shall provide all labor, equipment, materials, tools, supplies, insurance, supervision, work and all other items necessary to perform and complete in a workmanlike manner the replacement

Contractor’s scope of work shall include:

- Remove and replace existing Boilers, Exhaust vent piping, Natural gas piping, boiler water piping (copper) and intake piping.
- Provide and install two (2) Lochinvar FTXL fire tube boilers.
- Provide and install additional Natural gas piping and Boiler heating water piping.
- Provide and install one new 4" Schedule 40 PVC intake air piping from boiler room to east wall of building (exterior stairwell).
- Provide and install new boiler exhaust piping from the boiler room to the piping chase located in the NW corner of the court room and then up through the roof.
- Assist City of Goshen in removal of the wall in the NW corner of the court room.
- Leak testing of all piping.
- Work area will be cleaned each day.
- Integration of the boilers to the existing Reliable BMS system using the BACNET integration from boiler to BMS System.
- Electrical work for main power wiring and temperature control wiring.
- OJS Building Services 1- year craftsmanship warranty. Manufactures 10-year limited warranty.

Contractor shall be responsible for the proper removal and disposal of all material, scrap and debris from the site and shall assume and pay any applicable fees and charges for such disposal. Contractor shall not abandon or dispose of any materials or debris except in accordance with all applicable local, state and federal laws.

Contractor shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety and environmental statutes, rules or regulations in the performance of the work for the City.

TERM OF THE AGREEMENT

This Agreement shall become effective on the date of execution and approval by both parties. Contractor shall perform all work as expeditiously as is consistent with professional skill and care in the orderly progress of the project.

Contractor's work on the project shall begin as soon as practical after the end of the 2021 heating season and shall be completed by August 31, 2021

COMPENSATION

The City agrees to compensate Contractor for the services in this agreement in accordance with Contractor's quoted fee including:

- Controls and insulation sub (lump sum): \$3,256.00
- Equipment and parts (lump sum): \$43,250.00
- Labor (lump sum): \$21,011.00
- Assist with wall removal in NW corner of Court Room
(up to 16 hours@\$75.00 per hour, not to exceed) \$1,200.00

Payment(s) to Contractor for work rendered under this agreement shall be made by the City upon receipt of a detailed invoice from Contractor for work completed provided satisfactory performance of Contractor has been attained. Contractor is required to have a current W9 Form on file with the City before the City will issue any payment. Payment will be made within forty-five (45) days following City's receipt of the detailed invoice from Contractor. Payment is deemed to be made on the date of mailing the check.

INDEPENDENT CONTRACTOR

Contractor shall be deemed an independent contractor operating as a separate entity from the City of Goshen. The City shall not be responsible for injury, including death, to any persons or damage to any property arising out of the acts or omissions of the agents, employees, or subcontractors of Contractor.

NON-DISCRIMINATION

Contractor agrees that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Contractor agrees that Contractor or any subcontractors, or any other person acting on behalf of Contractor or their subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of a contract with respect to said employee's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City, its agents, officers, and employees from any and all liability, obligations, claims actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of their officers, agents, officials, and employees, during the performance of work under this Agreement with the City of Goshen. Such indemnity shall include attorney’s fees and all costs and other expenses incurred by the City, and shall not be limited to insurance required under the provisions of this Agreement.

INSURANCE

Prior to commencing work, Contractor shall furnish the City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with the City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include the City of Goshen as an additional insured for Employer’s Liability, General Liability and Automobile Liability coverage.

Contractor shall at least include the following types of insurance with the following minimum limits of liability:

Workers Compensation & Employer’s Liability	Statutory Limits
General Liability	Combined Bodily Injury and Property Damage \$1,000,000 Each Occurrence and \$2,000,000 Aggregate
Automobile Liability.....	Combined Bodily Injury and Property Damage \$1,000,000 Each Occurrence and Aggregate

Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a change in the policy that would not meet the minimum limits of liability set forth above.

FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

If either party is delayed by force majeure, the party affected shall provide written notification to the other party immediately. The party shall do everything possible to resume performance. The notification shall provide evidence of the force majeure event to the satisfaction of the other party. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

BREACH

It shall be mutually agreed that if Contractor fails to perform the work or comply with the provisions of this Agreement or fails to fulfill any warranty, and Contractor is not able to correct the breach within fifteen (15) calendar days after the City provides written notice to Contractor of such breach, the City may provide or have provided alternative provisions to correct and/or complete the projects.

Contractor shall be responsible for any and all costs that are incurred and such costs may be deducted from amounts owed to Contractor expenses to correct the breach or complete the project. If such costs exceed the amounts owed to Contractor, Contractor is liable to reimburse the City for such costs.

If Contractor fails to perform the work or comply with the provisions of this Agreement, then Contractor may be considered in default.

Contractor may also be considered in default by the City if any of the following occur:

- (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this Agreement.
- (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the Agreement.
- (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
- (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work under the Agreement.
- (7) The Agreement or any right, monies or claims are assigned by Contractor without the consent of the City.

TERMINATION

The parties may terminate this Agreement under any of the following conditions:

- (1) The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.
- (2) The City may terminate this contract, in whole or in part, in the event of default by Contractor. In such event, the City may issue a written notice of default and provide a period of time in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred.
- (3) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

ASSIGNMENT

Neither party shall subcontract or assign any right or interest under the contract, including the right to payment, without having prior written approval from the other. Such approval shall not be unreasonably withheld. Any attempt by either party to subcontract or assign any portion of the contract shall not be construed to relieve that party from any responsibility to fulfill all contractual obligations.

MODIFICATIONS

It is mutually understood and agreed that no alteration or variation of the terms in this Agreement including the scope of work, completion of work and compensation, and that no alteration or variation of the conditions of this Agreement shall be binding unless specifically agreed to in writing by the parties. Any modification or amendment to the terms and conditions of the Agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the Agreement shall be of no force and effect.

NOTICES

All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in the Agreement. Notice will be considered given three (3) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for notices to the City:

City of Goshen
Attention: Legal Department
204 East Jefferson St.
Goshen, IN 46528

Address for notices to Contractor:

OJS Building Services, Inc.
Attention: Brian Sears
1008 Lincoln Way East
South Bend, Indiana 46601

APPLICABLE LAWS

Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations, or ordinances as the same shall be in full force and effect during the term of this Agreement.

MISCELLANEOUS

- A. Any provision of this Agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the Agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent requirements shall govern.
- B. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- C. In the event legal action is brought to enforce or interpret the terms and conditions of this Agreement, the non-prevailing party will pay all costs incurred by the prevailing party including reasonable attorney's fees.

EMPLOYMENT ELIGIBILITY VERIFICATION

Contractor shall enroll in and verify the work eligibility status of all their newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3.

Contractor shall not knowingly employ or contract with an unauthorized alien. Contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.

Contractor shall require their subcontractors, who perform work under this contract, to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City of a breach.

Contractor affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien.

CONTRACTING WITH RELATIVES

Pursuant to IC 36-1-21, if Contractor is wholly or partially owned by a relative of an elected official of the City of Goshen Contractor certifies that Contractor has notified in writing both the elected official of the City of Goshen and the City’s legal department prior to entering into this contract that an elected official of the City of Goshen is a relative of an owner of Contractor.

SEVERABILITY

In the event that any provision of this Agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement.

BINDING EFFECT

All provisions, covenants, terms and conditions of this Agreement bind the parties and their legal heirs, representatives, successors and assigns.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between the City and Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

City of Goshen
Board of Public Works and Safety

OJS Building Services, Inc.

Jeremy P. Stutsman, Mayor

Brian Sears, General Manager

Mary Nichols, Member

Date: _____

Michael Landis, Member

Date: _____



**Legal Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

November 25, 2020

To: Board of Public Works and Safety
From: Bodie J. Stegelmann
Subject: Agreement with OJS Building Services

The City seeks to install 89 iWave air purification ionizers in HVAC systems in City buildings. The City is in the middle of a COVID-19 epidemic emergency that poses a threat to public health. The iWave air purification ionizers sought to be purchased and installed assist the City's current HVAC systems filter the novel coronavirus from ambient air being circulated in City buildings.

City staff solicited and received 3 quotes for the air purification ionizers, and the City wishes to contract with OJS Building Services, Inc. to supply and install the 89 iWave air purification ionizers.

Work on the project is expected to be completed within 30 business days from receipt of a notice to proceed and the total cost for all work is \$54,575.00.

Suggested motion: Move to approve an agreement with OJS Building Services, Inc. to supply and install 89 iWave air purification ionizers in HVAC systems found in City buildings at a cost of \$54,575.00 with work expected to be completed within 30 business days from receipt of a notice to proceed.



City Clerk-Treasurer
CITY OF GOSHEN

202 South Fifth Street, Suite 2 • Goshen, IN 46528-3714

Phone (574) 533-8625 • Fax (574) 533-9740

clerktreasurer@goshencity.com • www.goshenindiana.org

29 November 2020

To: Board of Public Works & Safety

From: Adam Scharf

Re: Proposal to install air ionizers in city buildings

It is known that air ionizers produce ozone as a by-product. Ozone is a lung irritant, a primary component of smog, and has been found to react with other airborne chemicals to create additional pollutants.

The EPA and the Mayo Clinic, among others, do not recommend “air purifiers” that produce indoor ozone as safe and effective in removal of biological contaminants outside of specialized healthcare settings such as surgical spaces.

Attached is an article from the California Air Resources Board with several relevant passages highlighted.

I respectfully request that the Board of Public Works & Safety not proceed with the Agreement with OJS Building Services for the purchase and installation of air ionizers in city buildings unless and until a careful review of the scientifically-established benefits, risks and costs leads to the conclusion that such units are safe and effective.

Hazardous Ozone-Generating Air Purifiers

IN THIS SECTION

Some devices that are advertised as air purifiers purposely emit large amounts of ozone, the main component of smog. CARB recommends that ozone generators not be used, except for approved industrial purposes where harmful exposure to ozone is prevented. Not only are ozone generators ineffective at cleaning indoor air, but inhaling ozone poses serious health risks for humans and animals. This fact sheet discusses these health risks and provides effective, alternative solutions to address indoor air quality problems.

What are ozone-generating air cleaners?

Indoor "air purifiers" or air cleaners that intentionally emit ozone are often called "ozone generators." Manufacturers sometimes inappropriately refer to ozone as "activated oxygen," "super oxygenated" or "energized oxygen," which implies that ozone is a healthy kind of oxygen. Because ozone reacts with some other molecules, manufacturers claim that the ozone produced by these devices can purify the air and remove airborne particles, chemicals, mold, viruses, bacteria, and odors. However, ozone is only partially effective at cleaning the air when it is used at extremely high, unsafe levels that pose a serious health risk.

Air cleaners that utilize ionizers and electrostatic precipitators are other types of devices that emit ozone, but do so as a by-product of their design and function. These devices are designed to electrically charge particles in the air and cause them to attach to surfaces in the room, such as walls or floors. Ozone is released through the charging process, although these devices typically emit much less ozone than ozone generators.

Are ozone generators effective at cleaning air?

Some devices are marketed with advertising claims that they will kill viruses, bacteria, mold and other biological contaminants, and remove chemical contaminants and odors. However, when ozone concentrations are below the health standards, it does not effectively remove biological contaminants. Ozone also does not remove particles (e.g. dust and pollen) from the air, including the particles responsible for most allergies. Ozone

generated by air purifiers does little to remove chemical pollutants. In fact, ozone has been found to react with existing chemicals in the air to create additional toxic pollutants, most notably formaldehyde and ultrafine particles. Some consumers purchase air purifiers to eradicate odors. There is scientific evidence that ozone concentrations below the health standards are not effective in removing many odor-causing chemicals. Ozone is also known to deaden one's sense of smell. Not only does this disguise rather than eliminate odors, it can also have the dangerous effect of decreasing a person's ability to detect high ozone levels. Unlike the situation in air, ozone can be used successfully to purify water in some applications. This is because high levels of ozone can be used in the water, most of the ozone reacts in the water, and people typically are not present when the ozone is used.

How much ozone do ozone generators produce?

Ozone generators can produce indoor ozone levels several times higher than the State's outdoor 1-hr and 8-hr health standards of 90 parts per billion (ppb) and 70 ppb respectively. Many commercial ozone generators emit more than 5,000 mg of ozone per hour of operation, which could result in unhealthy levels of ozone in indoor air.

What are the adverse health effects from exposure to ozone?

People who buy ozone generators may not be aware that ozone can harm the cells in the lungs and respiratory airways. Exposure to ozone irritates and inflames the lining of the respiratory system. This causes symptoms including coughing, chest tightness, shortness of breath, and impaired breathing. Ozone can worsen asthma symptoms, and may contribute to the development of asthma. Elevated exposures to ozone can cause permanent lung damage, and repeated exposure can even increase the risk of dying among persons already in poor health. Persons especially vulnerable to health problems from breathing ozone include children and those who already suffer from asthma or other respiratory diseases, including the elderly. There are many experimental studies on animals, including dogs, cats, hamsters and guinea pigs, that show respiratory effects from exposure to ozone. Birds are especially sensitive to the effects of air pollutants, including ozone.



Why are ozone generators still on the market?

The unfortunate answer is that misleading advertising by manufacturers is very effective,

and no government agency has the authority to fully regulate these devices. Thus, CARB is actively working to educate professionals and the public about the dangers of using ozone generators.

What does CARB recommend?

CARB strongly advises against the use of ozone generators in spaces occupied by people or animals. Other governmental agencies agree with this advice. CARB provides a list of potentially hazardous ozone generators sold as "air purifiers", which is periodically updated. If an ozone generator is not on this list, it does not mean that it is safe for use.

Prior to purchasing an air cleaner, consumers are encouraged to eliminate or reduce indoor pollution sources and to ventilate areas with outdoor air. The most effective method of controlling indoor air pollution is through prevention: eliminating pollution at its source. To minimize the release of pollutants indoors:

- carefully follow directions on consumer products, such as cleaning agents, paints, and glues
- properly maintain and operate gas- and wood-burning appliances
- restrict smoking to outdoor areas
- purchase building materials and wood furniture that do not emit formaldehyde
- use candles and incense sparingly, if at all
- clean frequently and thoroughly to prevent dust and mold build-up.

Use plenty of ventilation: be sure there is adequate airflow to/from the outdoors. This can be achieved by opening windows, using exhaust fans near pollutant sources (e.g. above stoves while cooking), and increasing airflow through the use of mechanical ventilation systems. If your home is equipped with a central forced air system, you should also consider upgrading the filter to at least MERV 13.

California Certified Air Cleaners

In 2007, CARB adopted a regulation to limit ozone emissions from indoor air cleaning devices. Over 300 manufacturers have submitted test results and obtained CARB certification of their air cleaning devices as required under our regulation. Certification is based on a device's low (usually near-zero) ozone emissions and electrical safety. The following information provides the list of CARB certified air cleaning devices and additional information on how to choose a safe and effective air cleaner.



- CARB Certified Air Cleaning Devices
- Air Cleaner Information for Consumers

Additional information on ozone generators

- Potential Health Effects from Ozone Generators (CPSC, 2006)
- U.S. Environmental Protection Agency Ozone Generator

(800) 242-4450 | helpline@arb.ca.gov
1001 I Street, Sacramento, CA 95814
P.O. Box 2815, Sacramento, CA 95812



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AGREEMENT

Install Ionizers in HVAC Systems in City of Goshen Buildings to Inactivate Airborne Pollutants, Including Viruses

THIS AGREEMENT is entered into on this ____ day of _____, 2020, between OJS Building Services, Inc., hereinafter referred to as "Contractor", and the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as "City".

WHEREAS, Elkhart County, Indiana is experiencing a dramatic increase in the number of new cases of the novel coronavirus commonly referred to as COVID-19, which has resulted in Governor Holcomb declaring Elkhart County in the "Red" category (most severe) under the Governor's state-wide classification system as part of the declared COVID-19 health emergency.

WHEREAS, City staff have investigated technology for combating the spread of the COVID-19 virus, and have uncovered the use of ionizers in HVAC systems to inactivate airborne pollutants, including viruses.

WHEREAS, the City desires to contract with Contractor, and Contractor agrees to install ionizers in HVAC systems located in City buildings to inactivate airborne pollutants, including viruses.

NOW THEREFORE, in consideration of the terms, conditions and mutual covenants contained in this Agreement, the parties agree as follows:

SCOPE OF SERVICES

Contractor shall provide all labor, equipment, materials, tools, supplies, insurance, supervision, work and all other items necessary to perform and complete in a workmanlike manner the installation of 89 iWave air purification ionizers consistent with the quotes attached hereto.

Contractor's scope of work shall include:

1. Supply and install 89 iWave air purification ionizers.
2. Supply and install appropriate transformers, wiring, and cabling to make the iWave air purification ionizers fully functional.

Contractor shall be responsible for the proper removal and disposal of all material, scrap and debris from the site and shall assume and pay any applicable fees and charges for such disposal. Contractor shall not abandon or dispose of any materials or debris except in accordance with all applicable local, state and federal laws.

Contractor shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety and environmental statutes, rules or regulations in the performance of the work for the City.

TERM OF THE AGREEMENT

This Agreement shall become effective on the date of execution and approval by both parties. Contractor acknowledges that time is of the essence and that the timely performance of its work is an important element of this Agreement. Contractor shall perform all work as expeditiously as is consistent with professional skill and care in the orderly progress of the project.

Contractor's work on the project shall begin as soon as practical after receiving a notice to proceed from the City and Contractor's receipt of the iWave air purification ionizers, and shall be completed within thirty (30) business days from receipt of a notice to proceed.

COMPENSATION

The City agrees to compensate Contractor for the services in this agreement in accordance with Contractor's quoted fee in an amount not to exceed Fifty-Four Thousand Five Hundred Seventy-Five Dollars (\$54,575.00).

Payment(s) to Contractor for work rendered under this agreement shall be made by the City upon receipt of a detailed invoice from Contractor for work completed provided satisfactory performance of Contractor has been attained. Contractor is required to have a current W9 Form on file with the City before the City will issue any payment. Payment will be made within forty-five (45) days following City's receipt of the detailed invoice from Contractor. Payment is deemed to be made on the date of mailing the check.

INDEPENDENT CONTRACTOR

Contractor shall be deemed an independent contractor operating as a separate entity from the City of Goshen. The City shall not be responsible for injury, including death, to any persons or damage to any property arising out of the acts or omissions of the agents, employees, or subcontractors of Contractor.

NON-DISCRIMINATION

Contractor agrees that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Contractor agrees that Contractor or any subcontractors, or any other person acting on behalf of Contractor or their subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of a contract with respect to said employee's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City, its agents, officers, and employees from any and all liability, obligations, claims actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of their officers, agents, officials, and employees, during the performance of work under this Agreement with the City of Goshen. Such indemnity shall include attorney's fees and all costs and other expenses incurred by the City, and shall not be limited to insurance required under the provisions of this Agreement.

INSURANCE

Prior to commencing work, Contractor shall furnish the City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with the City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability coverage.

Contractor shall at least include the following types of insurance with the following minimum limits of liability:

Workers Compensation & Employer's Liability	Statutory Limits
General Liability	Combined Bodily Injury and Property Damage
	\$1,000,000 Each Occurrence and \$2,000,000 Aggregate
Automobile Liability	Combined Bodily Injury and Property Damage
	\$1,000,000 Each Occurrence and Aggregate

Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a change in the policy that would not meet the minimum limits of liability set forth above.

FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

If either party is delayed by force majeure, the party affected shall provide written notification to the other party immediately. The party shall do everything possible to resume performance. The notification shall provide evidence of the force majeure event to the satisfaction of the other party. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

BREACH

It shall be mutually agreed that if Contractor fails to perform the work or comply with the provisions of this Agreement or fails to fulfill any warranty, and Contractor is not able to correct the breach within fifteen (15) calendar days after the City provides written notice to Contractor of such breach, the City may provide or have provided alternative provisions to correct and/or complete the projects. Contractor shall be responsible for any and all costs that are incurred and such costs may be deducted from amounts owed to Contractor expenses to correct the breach or complete the project. If such costs exceed the amounts owed to Contractor, Contractor is liable to reimburse the City for such costs.

If Contractor fails to perform the work or comply with the provisions of this Agreement, then Contractor may be considered in default. Contractor may also be considered in default by the City if any of the following occur:

1. There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this Agreement.
2. Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
3. Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the Agreement.
4. Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
5. A receiver, trustee, or similar official is appointed for Contractor or any of

Contractor's property.

6. Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work under the Agreement.
7. The Agreement or any right, monies or claims are assigned by Contractor without the consent of the City.

TERMINATION

The parties may terminate this Agreement under any of the following conditions:

1. The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.
2. The City may terminate this contract, in whole or in part, in the event of default by Contractor. In such event, the City may issue a written notice of default and provide a period of time in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred.
3. The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

ASSIGNMENT

Neither party shall subcontract or assign any right or interest under the contract, including the right to payment, without having prior written approval from the other. Such approval shall not be unreasonably withheld. Any attempt by either party to subcontract or assign any portion of the contract shall not be construed to relieve that party from any responsibility to fulfill all contractual obligations.

MODIFICATIONS

It is mutually understood and agreed that no alteration or variation of the terms in this Agreement including the scope of work, completion of work and compensation, and that no alteration or variation of the conditions of this Agreement shall be binding unless specifically agreed to in writing by the parties. Any modification or amendment to the terms and conditions of the Agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the Agreement shall be of no force and effect.

NOTICES

All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in the Agreement. Notice will be considered given three (3) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for notices to the City:

City of Goshen
Attention: Legal Department
204 East Jefferson St.
Goshen, IN 46528

Address for notices to Contractor:

OJS Building Services, Inc.
Attention: Brian Sears
1008 Lincoln Way East
South Bend, Indiana 46601

APPLICABLE LAWS

Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations, or ordinances as the same shall be in full force and effect during the term of this Agreement.

MISCELLANEOUS

1. Any provision of this Agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the Agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent requirements shall govern.
2. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
3. In the event legal action is brought to enforce or interpret the terms and conditions of this Agreement, the non-prevailing party will pay all costs incurred by the prevailing party including reasonable attorney's fees.

EMPLOYMENT ELIGIBILITY VERIFICATION

Contractor shall enroll in and verify the work eligibility status of all their newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. Contractor shall not knowingly employ or contract with an unauthorized alien. Contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.

Contractor shall require their subcontractors, who perform work under this contract, to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City of a breach.

Contractor affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien.

CONTRACTING WITH RELATIVES

Pursuant to IC 36-1-21, if Contractor is wholly or partially owned by a relative of an elected official of the City of Goshen Contractor certifies that Contractor has notified in writing both the elected official of the City of Goshen and the City's legal department prior to entering into this contract that an elected official of the City of Goshen is a relative of an owner of Contractor.

SEVERABILITY

In the event that any provision of this Agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement.

BINDING EFFECT

All provisions, covenants, terms and conditions of this Agreement bind the parties and their legal heirs, representatives, successors and assigns.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between the City and Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

**City of Goshen
Board of Public Works and Safety**

OJS Building Services, Inc.

Jeremy P. Stutsman, Mayor

Brian Sears, General Manager

Mary Nichols, Member

Date: _____

Michael Landis, Member

Date: _____



OJS Building Services
1008 Lincoln Way East
South Bend, IN. 46601
Phone: 574-284-2020
Fax: 574-287-2939
www.ojsbsi.com

TO: Goshen North Plant FOR: iWave Purification QUOTE: PP75463
DATE: 11/17/2020
PAGE: 1 of 2
ATTN: Jeff H. FAX: _____ EMAIL: _____

OJS Building Services is please to provide you a quote for installing iWave Purification. This quote includes but not limited to the following:

Inclusions:

Air Handler Unit (AHU)

- Provide (1) iWave -R for AHU #1
- Provide Proper size transformer
- Provide wire/cabling materials
- Provide Labor

Other Inclusions:

- **3-year warranty on iWave**
- **1-year labor warranty**

Exclusion:

- Over time costs (shift work)
- Patching/painting
- Any other part failure
- Duct modification
- Access panels
- BMS Control/alarm notification

Quote for \$775.00 (Seven Hundred and Seventy-Five Dollars 00/100)

If this is acceptable please sign, date, and fax back:

Name

Date

OJS Building Services, INC.

Andrew A. Miller



OJS Building Services
1008 Lincoln Way East
South Bend, IN. 46601
Phone: 574-284-2020
Fax: 574-287-2939
www.ojsbsi.com

TO: Goshen Reliance Fire FOR: iWave Purification QUOTE: PP75468
DATE: 11/17/2020
PAGE: 1 of 2
ATTN: Jeff H. FAX: _____ EMAIL: _____

OJS Building Services is please to provide you a quote for installing iWave Purification. This quote includes but not limited to the following:

Inclusions:

Air Handler Unit (AHU)

- Provide (2) iWave -R for AHU
- Provide Proper size transformer
- Provide wire/cabling materials
- Provide Labor

Other Inclusions:

- **3-year warranty on iWave**
- **1-year labor warranty**

Exclusion:

- Over time costs (shift work)
- Patching/painting
- Any other part failure
- Duct modification
- Access panels
- BMS Control/alarm notification

Quote for \$1,500.00 (One Thousand Five-Hundred Dollars 00/100)

If this is acceptable please sign, date, and fax back:

Name

Date

OJS Building Services, INC.

Andrew A. Miller



OJS Building Services
1008 Lincoln Way East
South Bend, IN. 46601
Phone: 574-284-2020
Fax: 574-287-2939
www.ojsbsi.com

TO: Goshen Street
Department

FOR: iWave Purification

QUOTE: PP75464

DATE: 11/17/2020

PAGE: 1 of 2

ATTN: Jeff H.

FAX: _____

EMAIL: _____

OJS Building Services is please to provide you a quote for installing iWave Purification. This quote includes but not limited to the following:

Inclusions:

Air Handler Unit (AHU)

- Provide (2) iWave -R for AHU
- Provide Proper size transformer
- Provide wire/cabling materials
- Provide Labor

Other Inclusions:

- **3-year warranty on iWave**
- **1-year labor warranty**

Exclusion:

- Over time costs (shift work)
- Patching/painting
- Any other part failure
- Duct modification
- Access panels
- BMS Control/alarm notification

Quote for \$1,500.00 (One Thousand Five-Hundred Dollars 00/100)

If this is acceptable please sign, date, and fax back:

Name

Date

OJS Building Services, INC.

Andrew A. Miller



OJS Building Services
1008 Lincoln Way East
South Bend, IN. 46601
Phone: 574-284-2020
Fax: 574-287-2939
www.ojsbsi.com

TO: Goshen Utilities
Billing

FOR: iWave Purification

QUOTE: PP75462

DATE: 11/17/2020

PAGE: 1 of 2

ATTN: Jeff H.

FAX: _____

EMAIL: _____

OJS Building Services is please to provide you a quote for installing iWave Purification. This quote includes but not limited to the following:

Inclusions:

Air Handler Unit (AHU)

- Provide (3) iWave -R for AHU
- Provide Proper size transformer
- Provide wire/cabbling materials
- Provide Labor

Other Inclusions:

- **3-year warranty on iWave**
- **1-year labor warranty**

Exclusion:

- Over time costs (shift work)
- Patching/painting
- Any other part failure
- Duct modification
- Access panels
- BMS Control/alarm notification

Quote for \$2,200.00 (Two Thousand Two- Hundred Dollars 00/100)

If this is acceptable please sign, date, and fax back:

Name

Date

OJS Building Services, INC.

Andrew A. Miller



OJS Building Services
1008 Lincoln Way East
South Bend, IN. 46601
Phone: 574-284-2020
Fax: 574-287-2939
www.ojsbsi.com

TO: Goshen Water Tower FOR: iWave Purification QUOTE: PP75469
DATE: 11/17/2020
PAGE: 1 of 2
ATTN: Jeff H. FAX: _____ EMAIL: _____

OJS Building Services is please to provide you a quote for installing iWave Purification. This quote includes but not limited to the following:

Inclusions:

Air Handler Unit (AHU)

- Provide (2) iWave -R for AHU
- Provide Proper size transformer
- Provide wire/cabling materials
- Provide Labor

Other Inclusions:

- 3-year warranty on iWave
- 1-year labor warranty

Exclusion:

- Over time costs (shift work)
- Patching/painting
- Any other part failure
- Duct modification
- Access panels
- BMS Control/alarm notification

Quote for \$1,500.00 (One Thousand Five-Hundred Dollars 00/100)

If this is acceptable please sign, date, and fax back:

Name

Date

OJS Building Services, INC.

Andrew A. Miller



OJS Building Services
1008 Lincoln Way East
South Bend, IN. 46601
Phone: 574-284-2020
Fax: 574-287-2939
www.ojsbsi.com

TO: Goshen WWPT Lab FOR: iWave Purification QUOTE: PP75470
DATE: 11/17/2020
PAGE: 1 of 2
ATTN: Jeff H. FAX: _____ EMAIL: _____

OJS Building Services is please to provide you a quote for installing iWave Purification. This quote includes but not limited to the following:

Inclusions:

Air Handler Unit (AHU)

- Provide (2) iWave -R for AHU
- Provide Proper size transformer
- Provide wire/cabling materials
- Provide Labor

Other Inclusions:

- **3-year warranty on iWave**
- **1-year labor warranty**

Exclusion:

- Over time costs (shift work)
- Patching/painting
- Any other part failure
- Duct modification
- Access panels
- BMS Control/alarm notification

Quote for \$1,500.00 (One Thousand Five-Hundred Dollars 00/100)

If this is acceptable please sign, date, and fax back:

Name

Date

OJS Building Services, INC.

Andrew A. Miller



OJS Building Services
1008 Lincoln Way East
South Bend, IN. 46601
Phone: 574-284-2020
Fax: 574-287-2939
www.ojsbsi.com

TO: Goshen Annex FOR: iWave Purification QUOTE: PP75460
DATE: 11/17/2020
PAGE: 1 of 2
ATTN: Jeff H. FAX: _____ EMAIL: _____

OJS Building Services is please to provide you a quote for installing iWave Purification. This quote includes but not limited to the following:

Inclusions:

Air Handler Unit (AHU)

- Provide (6) iWave -R for AHU
- Provide Proper size transformer
- Provide wire/cabling materials
- Provide Labor

Other Inclusions:

- **3-year warranty on iWave**
- **1-year labor warranty**

Exclusion:

- Over time costs (shift work)
- Patching/painting
- Any other part failure
- Duct modification
- Access panels
- BMS Control/alarm notification

Quote for \$3,800.00 (Three Thousand Eight-Hundred-Dollars 00/100)

If this is acceptable please sign, date, and fax back:

Name

Date

OJS Building Services, INC.

Andrew A. Miller



OJS Building Services
1008 Lincoln Way East
South Bend, IN. 46601
Phone: 574-284-2020
Fax: 574-287-2939
www.ojsbsi.com

TO: Goshen City Hall FOR: iWave Purification QUOTE: PP75461
DATE: 11/17/2020
PAGE: 1 of 2
ATTN: Jeff H. FAX: _____ EMAIL: _____

OJS Building Services is please to provide you a quote for installing iWave Purification. This quote includes but not limited to the following:

Inclusions:

Air Handler Unit (AHU)

- Provide (2) iWave -R for AHU
- Provide Proper size transformer
- Provide wire/cabling materials
- Provide Labor

Mini-split Systems

- Provide (2) iWave -R for AHU #1 and #3
- Provide Proper size transformer
- Provide wire/cabling materials
- Provide Labor

Other Inclusions:

- **3-year warranty on iWave**
- **1-year labor warranty**

Exclusion:

- Over time costs (shift work)
- Patching/painting
- Any other part failure
- Duct modification
- Access panels
- BMS Control/alarm notification

Quote for \$3,050.00 (Three Thousand Fifty-Dollars 00/100)

If this is acceptable please sign, date, and fax back:

Name

Date

OJS Building Services, INC.

Andrew A. Miller



OJS Building Services
1008 Lincoln Way East
South Bend, IN. 46601
Phone: 574-284-2020
Fax: 574-287-2939
www.ojsbsi.com

TO: Goshen Central Fire FOR: iWave Purification QUOTE: PP75466
DATE: 11/17/2020
PAGE: 1 of 2
ATTN: Jeff H. FAX: _____ EMAIL: _____

OJS Building Services is please to provide you a quote for installing iWave Purification. This quote includes but not limited to the following:

Inclusions:

Air Handler Unit (AHU)

- Provide (3) iWave -R for AHU
- Provide Proper size transformer
- Provide wire/cabling materials
- Provide Labor

Other Inclusions:

- **3-year warranty on iWave**
- **1-year labor warranty**

Exclusion:

- Over time costs (shift work)
- Patching/painting
- Any other part failure
- Duct modification
- Access panels
- BMS Control/alarm notification

Quote for \$2,200.00 (Two Thousand Two-Hundred-Dollars 00/100)

If this is acceptable please sign, date, and fax back:

Name

Date

OJS Building Services, INC.

Andrew A. Miller



OJS Building Services
1008 Lincoln Way East
South Bend, IN. 46601
Phone: 574-284-2020
Fax: 574-287-2939
www.ojsbsi.com

TO: Goshen College Fire FOR: iWave Purification QUOTE: PP75467
DATE: 11/17/2020
PAGE: 1 of 2
ATTN: Jeff H. FAX: _____ EMAIL: _____

OJS Building Services is please to provide you a quote for installing iWave Purification. This quote includes but not limited to the following:

Inclusions:

Air Handler Unit (AHU)

- Provide (1) iWave -R for AHU #1
- Provide Proper size transformer
- Provide wire/cablng materials
- Provide Labor

Other Inclusions:

- **3-year warranty on iWave**
- **1-year labor warranty**

Exclusion:

- Over time costs (shift work)
- Patching/painting
- Any other part failure
- Duct modification
- Access panels
- BMS Control/alarm notification

Quote for \$775.00 *(Seven Hundred and Seventy-Five Dollars 00/100)*

If this is acceptable please sign, date, and fax back:

Name

Date

OJS Building Services, INC.

Andrew A. Miller



OJS Building Services
1008 Lincoln Way East
South Bend, IN. 46601
Phone: 574-284-2020
Fax: 574-287-2939
www.ojsbsi.com

TO: Goshen Central
Garage

FOR: iWave Purification

QUOTE: PP75465

DATE: 11/17/2020

PAGE: 1 of 2

ATTN: Jeff H.

FAX: _____

EMAIL: _____

OJS Building Services is please to provide you a quote for installing iWave Purification. This quote includes but not limited to the following:

Inclusions:

Air Handler Unit (AHU)

- Provide (1) iWave -R for AHU
- Provide Proper size transformer
- Provide wire/cabling materials
- Provide Labor

Other Inclusions:

- **3-year warranty on iWave**
- **1-year labor warranty**

Exclusion:

- Over time costs (shift work)
- Patching/painting
- Any other part failure
- Duct modification
- Access panels
- BMS Control/alarm notification

Quote for \$775.00 (Seven Hundred and Seventy-Five Dollars 00/100)

If this is acceptable please sign, date, and fax back:

Name

Date

OJS Building Services, INC.

Andrew A. Miller



OJS Building Services
1008 Lincoln Way East
South Bend, IN, 46601
Phone: 574-284-2020
Fax: 574-287-2939
www.ojsbsi.com

TO: Goshen Police
Department

FOR: iWave Purification

QUOTE: PP75459

DATE: 11/17/2020

PAGE: 1 of 2

ATTN: Jeff H.

FAX: _____

EMAIL: _____

OJS Building Services is please to provide you a quote for installing iWave Purification. This quote includes but not limited to the following:

Inclusions:

Air Handler Unit (AHU)

- Provide (2) iWave -C for AHU #1 and #3
- Provide Proper size transformer
- Provide wire/cabling materials
- Provide Labor

Fan Coil Units (FCU)

- Provide (52) iWave -R
- Provide Proper size transformer
- Provide wire/cabling materials
- Provide Labor

Cabinet Unit Heaters (CUH)

- Provide (4) iWave -M
- Provide Proper size transformer
- Provide wire/cabling materials
- Provide Labor

Mini-split Systems

- Provide (3) iWave -M
- Provide Proper size transformer
- Provide wire/cabling materials
- Provide Labor

Other Inclusions:

- **3-year warranty on iWave**
- **1-year labor warranty**

Exclusion:

- Over time costs (shift work)
- Patching/painting
- Any other part failure
- Duct modification
- Access panels
- BMS Control/alarm notification

Quote for \$35,000.00 *(Thirty-Five Thousand Dollars 00/100)*

If this is acceptable please sign, date, and fax back:

Name

Date

OJS Building Services, INC.
Andrew A. Miller



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

November 25, 2020

To: Board of Public Works and Safety
From: Carla Newcomer
Subject: Agreement with A&Z Engineering, LLC

Attached is an agreement with A&Z Engineering, LLC for Survey Services for the reconstruction of 16th Street.

The work is to be completed by December 15, 2020 and A&Z Engineering, LLC will be compensated in the lump sum amount of \$15,318.00 for all services and deliverables provided.

Suggested Motion:

Move to approve and execute the agreement with A&Z Engineering, LLC for Survey Services for the reconstruction of 16th Street.

AGREEMENT

16th Street Reconstruction Survey

THIS AGREEMENT is entered into on _____, 20____, by and between **A & Z Engineering** (“Contractor”), whose mailing address is **1220 Ruston Pass, Ft. Wayne Indiana**, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety and Stormwater Board Redevelopment Commission (“City”).

In consideration of the terms, conditions and mutual covenants contained in this agreement, the parties agree as follows:

Section 1. Scope of Services.

Consultant shall provide the following services work under this agreement which shall include the provision of all labor, supplies, materials, tools, equipment, supervision, insurance and all other items necessary for topographic survey for the 16th Street full reconstruction. As part of the survey Consultant’s services shall include:

Horizontal and Vertical Control:

Benchmarks spiked and tagged at every 300 feet from point of commencement to the end of survey. Elevations of structures at rim and pipe sizes and inverts with notes. Establish centerline of pavement. Identify existing right-of way from field observations, property corners and deed research. Establish elevations for pavement centerline, edge of pavement, curb top, sidewalks, drive approaches and retaining walls. Cross-sections every 25 feet starting and ending 10 feet outside the right-of-way limits.

Horizontal Control establishing PC, PT and centerline of right-of-way with ½” rebar and cap with witnesses using NAD 1983 State Plane Indiana East FIPS 1301 (US Feet)

Topography

Obtain right of entry using survey notification letters to residents, call 811 for utility locates. Locate buildings, drives, utilities, trees, above ground features including poles/rims/etc., limits of different surfaces-asphalt, concrete, grass etc. within survey limits. Gather information 100 ft in each direction at all intersections. City provided sewer and water lateral services information. Field verify City provided sewer and water lateral service information.

Deliverables- Consultant shall provide the City with:

- AutoCad Drawing with contours (scale to 1” = 20ft) in City’s compatible Civil 3D 2019 version uploaded on City’s ftp site along with ctb file.
- Hard copy of the drawing with Legend and Property addresses.
- TIN file with contours and labels
- Survey Control Notes, horizontal/vertical control, witness notes, related correspondence.
- Electronic Text file of Survey points

- Copies of deeds, plats, easements, utility maps and private utility markups.

Section 2. Effective Date; Term.

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Consultant shall begin services as soon as practical after receiving a notice to proceed from City. Consultant shall complete all services by December 15, 2020 unless Consultant requests an extension in writing.

Section 3. Compensation.

- (A) City agrees to compensate Consultant for all services under this agreement the lump sum of Fifteen Thousand Three Hundred Eighteen \$15,318.00.

Section 4. Payment.

- (A) City shall pay Consultant for services satisfactorily completed under this agreement.
- (B) Payment for services rendered shall be upon City's receipt of a detailed invoice from Consultant. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Goshen Engineering Department
204 E. Jefferson Street
Goshen, IN 46528

- (C) Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) Consultant is required to have a current W9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 5. Ownership of Documents.

City acknowledges Contractor's documents, plans, drawings, specifications, including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this agreement shall become the property of City upon completion of the services and payment in full of all monies due to Contractor.

Section 6. Independent Contractor Status.

Contractor shall be deemed an independent contractor operating as a separate entity from the City of Goshen. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of the contractor and/or the Contractor's agents, employees or subcontractors.

Section 7. Non-Discrimination.

Contractor agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Contractor or any subcontractors, or any other person acting on behalf of Contractor or a subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to the employee's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment, because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

Section 8. Employment Eligibility Verification.

- (A) Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code 22-5-1.7-3.
- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

Section 9. Contracting with Relatives.

Pursuant to Indiana Code § 36-1-21, if the Contractor is wholly or partially owned by a relative of a City of Goshen elected official, the Contractor certifies that the Contractor has notified both the elected official and the City's Legal Department prior to entering into this agreement that an elected official of the City of Goshen is a relative of an owner of the Contractor.

Section 10. Indemnification.

Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of Contractor's agents, officers and employees during the performance of services under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Contractor is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required under this agreement.

Section 11. Insurance.

- (A) Prior to commencing work, the Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.
- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Contractor shall at least include the following types of insurance with the following minimum limits of liability:
 - (1) Workers Compensation and Employer's Liability - Statutory Limits
 - (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - (4) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate

Section 12. Force Majeure.

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

Section 13. Default.

- (A) If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written

notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred

- (C) Contractor may also be considered in default by the City if any of the following occur:
- (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
 - (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.
 - (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 14. Termination.

- (A) The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.
- (B) City may terminate this agreement, in whole or in part, in the event of default by Contractor.
- (C) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

Section 15. Notice.

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address.

**City: City of Goshen, Indiana
Attention: Goshen Legal Department
204 East Jefferson St., Suite 2
Goshen, IN 46528**

**Contractor: A & Z Engineering
1220 Ruston Pass
Ft. Wayne, IN 46825**

Subcontracting or Assignment.

Contractor shall not subcontract or assign any right or interest under the agreement, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or

assign any portion of the agreement shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.

Section 16. Amendments.

Any modification or amendment to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the agreement shall be of no force and effect.

Section 17. Waiver of Rights.

No right conferred on either party under this agreement shall be deemed waived and no breach of this agreement excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

Section 18. Applicable Laws.

- (A) Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.
- (B) Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the services. Failure to do so may be deemed a material breach of agreement.

Section 19. Miscellaneous.

- (A) Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement.
- (B) In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- (C) These documents shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (D) In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

Section 20. Severability.

In the event that any provision of the agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the agreement shall not affect the validity or enforceability of any other provision of the agreement.

Section 21. Binding Effect.

All provisions, covenants, terms and conditions of this agreement apply to and bind the parties and their legal heirs, representatives, successors and assigns.

Section 22. Entire Agreement.

This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Consultant.

Section 23. Authority to Execute.

The undersigned affirm that all steps have been taken to authorize execution of this agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates as set forth below.

City of Goshen, Indiana
Goshen Board of Public Works and Safety
and Stormwater Board

A&Z Engineering, LLC

Jeremy P. Stutsman, Mayor

Printed: _____

Michael A. Landis, Member

Title: _____

Mary Nichols, Member

Date: _____

Date: _____



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

November 25, 2020

To: Board of Public Works and Safety
From: Carla Newcomer
Subject: Agreement with Patriot Engineering and Environmental

Attached is an agreement with Patriot Engineering and Environmental for geotechnical services for the reconstruction of 16th Street.

The work is to be completed by December 15, 2020 and Patriot Engineering and Environmental will be compensated in the amount of \$3,900.00 for all services provided.

Suggested Motion:

Move to approve and execute the agreement with Patriot Engineering and Environmental for geotechnical services for the reconstruction of 16th Street.

AGREEMENT

Geotechnical Services 16th Street

THIS AGREEMENT is entered into on _____, 20____, by and between **Patriot Engineering and Environmental** (“Consultant”), whose mailing address is 6150 East 75th Street, Indianapolis, IN 46250 and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety and Stormwater Board (“City”).

In consideration of the terms, conditions and mutual covenants contained in this agreement, the parties agree as follows:

Scope of Services.

The proposed project includes the installation of a new concrete curb, asphalt roadway, storm structures and pipes, driveway approaches and sidewalks along South 16th Street between College Avenue and Plymouth Avenue in Goshen, Indiana. The City will mark boring locations at the site.

Consultant shall provide the following services under this agreement which shall include the provision of all labor, supplies, materials, tools, equipment, supervision, insurance and all other items necessary to provide the geotechnical services of the borings and the reporting. As part of the geotechnical services, Consultant’s services shall include:

Drilling Services

- Consultant will drill a total of four (4) soil borings, for a total of 60 lineal feet of drilling. four (4) soil borings to a depth of 15 feet each.
- Split-spoon samples and Standard Penetration Tests values (commonly referred to as the blow-count or N-value) will be obtained in advance of the augers continuously, continuous sampling to a termination depth of 15 feet per ASTM Method D-1586.
- Shelby tube samples may be obtained in cohesive soil strata-of-interest.
- Monitor the borings for the presence of groundwater during and immediately following completion of the boring.
- Upon completion of the borings, the boreholes will be backfilled with a mixture of auger cuttings and bentonite chips and borings drilled in concrete and asphalt paved areas will be patched with bag cement for the top 12" of the boring holes.
- The field drilling work should take one (1) day to complete.
- A City Representative is required on-site while the soil borings are being performed. Contact the Engineering Department at least 48 hours before.
- All necessary traffic control, including flaggers and advance warning signs, during the boring process shall meet current MUTCD standards and is the responsibility of the Consultant.

Laboratory Services

- After the fieldwork is completed, Consultant will return samples to Consultant's soils laboratory to perform the appropriate laboratory testing. The laboratory testing will include the following:
 - Visual classifications of collected samples
 - Natural moisture contents on cohesive samples
 - Cohesive soil strength estimated by a hand penetrometer
- Laboratory testing will be performed in general accordance with applicable ASTM methods.

Engineering Services

Consultant will call public utilities (811) to "clearing utilities" within the public domain prior to the start of the subsurface exploration. The "clearing of utilities" outside of the public domain shall be the responsibility of the property owner or manager and coordinated with Consultant. No private utility locate will be performed by Consultant.

Consultant will visit the project site prior to drilling to observe and note ground cover, existing structures, pavement, site access and topographic conditions.

Based on results of the fieldwork and laboratory testing, we will prepare a Geotechnical Engineering Report. The report will present field, soil boring logs and laboratory test data. The report will also include recommendations to aid in design of the proposed concrete curb, asphalt roadway, storm structures and pipes, driveway approaches and sidewalks, as well as providing a discussion regarding potential construction difficulties due to soil and groundwater conditions.

Report

Geotechnical engineering services shall perform continuous soil borings and analyze the soils in the area of new construction. The location of the soil borings, which are roughly shown in Exhibits A, are to be based on the existing roadway.

The geotechnical report shall be signed and sealed by an Indiana licensed professional engineer, which presents findings of subsurface exploration and provides geotechnical recommendations for pavement subgrade preparation and utility construction. The report shall indicate, but need not be limited to, the following information:

- A description of the utility construction,
- A plot showing the location of the test borings and or excavation,
- A complete record of the soil sample description,
- A record of the soil profile,
- Elevation of the water table (if encountered),
- Result of the in-situ or geophysical testing,
- Result of the laboratory testing,
- Recommendations for pavement subgrade preparation (where applicable) and utility construction.

Section 1. Effective Date; Term.

The agreement shall become effective on the day of execution and approval by both parties.

Consultant acknowledges that time is of the essence and that the timely performance of its services is an important element of this agreement. Consultant shall perform all services as expeditiously as is consistent with professional skill and care in the orderly progress of the services.

Consultant shall begin services as soon as practical after receiving a notice to proceed from City. Consultant shall complete all services by December 15, 2020 unless Consultant requests an extension in writing.

Section 2. Compensation.

City agrees to compensate Consultant for all services under this agreement in the sum of Three Thousand Nine Hundred Dollars \$3,900.00.

Consultant shall not commence any additional services or change the scope of the services until authorized in writing by City. Consultant shall make no claim for additional compensation in the absence of prior written approval and an amendment executed by both parties.

Section 3. Payment.

City shall pay Consultant for services satisfactorily completed under this agreement as services progress.

Payment for services rendered shall be upon City's receipt of a detailed invoice from Consultant. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Goshen Engineering Department
204 E. Jefferson Street
Goshen, IN 46528

Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.

Consultant is required to have a current W9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 4. Ownership of Documents.

City acknowledges Consultant's documents, plans, drawings, specifications, including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this agreement shall become the property of City upon completion of the services and payment in full of all monies due to Consultant.

Section 5. Independent Consultant Status.

Consultant shall be deemed an independent Consultant operating as a separate entity from the City of Goshen. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of the Consultant and/or the Consultant's agents, employees or subcontractor.

Section 6. Non-Discrimination.

Consultant agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Consultant or any subcontractor, or any other person acting on behalf of Consultant or a subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to the employee's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment, because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

Section 7. Employment Eligibility Verification.

Consultant shall enroll in and verify the work eligibility status of all Consultant's newly hired employees through the E-Verify program as defined in Indiana Code 22-5-1.7-3.

Consultant shall not knowingly employ or contract with an unauthorized alien, and Consultant shall not retain an employee or continue to contract with a person that the Consultant subsequently learns is an unauthorized alien.

Consultant shall require their subcontractors, who perform work under this contract, to certify to the Consultant that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Consultant agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

City may terminate the contract if Consultant fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

Section 8. Contracting with Relatives.

Pursuant to Indiana Code § 36-1-21, if the Consultant is wholly or partially owned by a relative of a City of Goshen elected official, the Consultant certifies that the Consultant has notified both the elected official and the City's Legal Department prior to entering into this agreement that an elected official of the City of Goshen is a relative of an owner of the Consultant.

Section 9. Indemnification.

Consultant shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Consultant or any of Consultant's agents, officers and employees during the performance of services under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Consultant is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required under this agreement.

Section 10. Insurance.

Prior to commencing work, the Consultant shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on

deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Consultant shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.

Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.

Consultant shall at least include the following types of insurance with the following minimum limits of liability:

- 1) Workers Compensation and Employer's Liability - Statutory Limits
- 2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- 3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- 4) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- 5) Excess Umbrella Coverage - \$1,000,000 each occurrence

Section 11. Force Majeure.

Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

Section 12. Default.

If Consultant fails to perform the services or comply with the provisions of this agreement, then Consultant may be considered in default.

It shall be mutually agreed that if Consultant fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Consultant shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Consultant shall be liable to the City for any excess costs incurred

Consultant may also be considered in default by the City if any of the following occur:

- 1) There is a substantive breach by Consultant of any obligation or duty owed under the provisions of this contract.
- 2) Consultant is adjudged bankrupt or makes an assignment for the benefit of creditors.
- 3) Consultant becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
- 4) Consultant becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- 5) A receiver, trustee, or similar official is appointed for Consultant or any of Consultant's property.
- 6) Consultant is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Consultant unable to perform the services described under these Specification Documents.
- 7) The contract or any right, monies or claims are assigned by Consultant without the consent of the City.

Section 13. Termination.

The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Consultant shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.

City may terminate this agreement, in whole or in part, in the event of default by Consultant.

The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

Section 14. Notice.

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address.

City: City of Goshen, Indiana
Attention: Goshen Legal Department
204 East Jefferson St., Suite 2
Goshen, IN 46528

Consultant: Patriot Engineering and
Environmental, Inc.
Attn: Irfan Syed
6150 East 75th Street
Indianapolis, IN 46250

Subcontracting or Assignment.

Consultant shall not subcontract or assign any right or interest under the agreement, including the right to payment, without having prior written approval from City. Any attempt by Consultant to subcontract or assign any portion of the agreement shall not be construed to relieve Consultant from any responsibility to fulfill all contractual obligations.

Section 15. Amendments.

Any modification or amendment to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the agreement shall be of no force and effect.

Section 16. Waiver of Rights.

No right conferred on either party under this agreement shall be deemed waived and no breach of this agreement excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

Section 17. Applicable Laws.

Consultant agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.

Consultant agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the services. Failure to do so maybe deemed a material breach of agreement.

Section 18. Miscellaneous.

- A. Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement.
- B. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- C. These documents shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- D. In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

Section 19. Severability.

In the event that any provision of the agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the agreement shall not affect the validity or enforceability of any other provision of the agreement.

Section 20. Binding Effect.

All provisions, covenants, terms and conditions of this agreement apply to and bind the parties and their legal heirs, representatives, successors and assigns.

Section 21. Entire Agreement.

This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Consultant.

Section 22. Authority to Execute.

The undersigned affirm that all steps have been taken to authorize execution of this agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates as set forth below.

City of Goshen, Indiana
Goshen Board of Public Works and Safety
and Stormwater Board

Patriot Engineering and Environmental

Jeremy P. Stutsman, Mayor

Michael A. Landis, Member

Printed: _____

Mary Nichols, Member

Title: _____

Date: _____

Date: _____



Department of Community Development
CITY OF GOSHEN

204 East Jefferson Street, Suite 6 • Goshen, IN 46528-3405

Phone (574) 537-3824 • Fax (574) 533-8626

communitydevelop@goshencity.com • www.goshenindiana.org

Memo

To: Goshen Board of Public Works

From: Mark Brinson

Subject: CDFI Friendly America – consulting agreement

Date: November 24, 2020

Community Development Financial Institutions (CDFIs) provide affordable financing for community development projects throughout the U.S. The Elkhart County Commissioners and the Mayors of Elkhart, Nappanee and Goshen are interested in a joint effort to bring this affordable and flexible financing tool to Elkhart County. An interlocal agreement has been approved by the County and Cities to conduct a county-wide CDFI assessment. The goal of the assessment is to explore how local projects can take full advantage of a network of over 1,000 CDFIs that are located across the U.S. Below are a few key points about CDFIs:

- A Community Development Financial Institution (CDFI) is a privately-owned bank that promotes financial inclusion and economic development to serve lower income communities and neighborhoods.
- CDFIs seek to serve communities that are underserved by the traditional banking sector.
- CDFIs may receive funding from the Federal Government's CDFI fund.
- CDFIs are a growing source of financing with over \$220 billion in assets
- CDFIs are not limited geographically and can serve projects throughout the U.S.
- The existing network of CDFIs is not evenly distributed, leaving many smaller communities with limited access to CDFI financing.
- CDFIs work with a variety of borrowers, including businesses, housing developers, nonprofit service providers, etc.
- CDFIs tend to specialize in the types of projects they finance (affordable housing, minority business, commercial development, etc.)

Although CDFIs have occasionally financed projects in Elkhart County, our area is generally underrepresented in receiving CDFI financing. It is believed there could be a much greater level of investment if we can help them identify opportunities that exist here.

Several communities in Indiana have developed a new model for working with CDFIs. This approach is called "CDFI Friendly" because it focuses on building local capacity to identify projects that could be a good fit for CDFI financing and then market those projects to specific CDFIs. The CDFI Friendly approach

involves the creation of a non-profit organization that is staffed by individuals who understand the CDFI industry and have established working relationships. Bloomington and South Bend have recently become CDFI Friendly communities.

South Bend has an interest in expanding to include Elkhart County. CDFI Friendly South Bend is a newly formed 501(c)(3) organization that is serving as a matchmaker between under-resourced individuals, businesses and nonprofits and the CDFI industry. The Mayors and County Commissioners are open to the idea of partnering with CDFI Friendly South Bend, but more research is needed to determine what potential exists in Elkhart County for CDFI financing and whether such a partnership is advisable.

The Mayors and Commissioners would like to engage a consulting firm called CDFI Friendly America to perform an assessment of Elkhart County to determine if it makes sense to move forward with this model. The assessment will include data analysis, small group meetings and individual interviews with community leaders and a final report with recommendations.

The cost of the assessment is \$34,000, which will be shared by the County and three cities based on population. Goshen's share of the total will be \$5,644. The City of Goshen has been asked to serve as the administrator for the project which will involve such tasks as preparing the interlocal agreement, collecting the contributions from the participating jurisdictions and contracting with CDFI Friendly America on behalf of the group.

RESOLUTION 2020-31

Authorize Agreement with CDFI Friendly America, LLC

WHEREAS the City of Goshen has approved an interlocal agreement with the County of Elkhart, Indiana (hereinafter referred to as the “County”), the City of Elkhart, Indiana (“Elkhart”), and the City of Nappanee, Indiana (“Nappanee”) to hire a consultant to assess the potential role of community development financial institution (“CDFI”) financing within Elkhart County and the potential of developing strategies to promote CDFIs, developing an CDFI friendly business plan, and providing the parties with consultative support for the implementation of that business plan;

WHEREAS the interlocal agreement provides that the City of Goshen will enter an agreement with CDFI Friendly America, LLC (“Consultant”) once all other parties to the interlocal agreement have contributed their share of the cost of the Consultant’s services;

WHEREAS City staff has negotiated an agreement with Consultant, but is awaiting signed copies of the interlocal agreement from the other parties and has not received payments from the other parties to the interlocal agreement.

BE IT RESOLVED by the Goshen Board of Public Works and Safety that:

1. The City of Goshen is authorized to enter into an agreement with Consultant, with the City to contribute Five Thousand Six Hundred Forty-Four Dollars (\$5,644.00) of the total, face amount of the contract (Thirty-Four Thousand Dollars (\$34,000.00)).

2. Mayor Jeremy P. Stutsman is authorized to execute the agreement with Consultant on behalf of the Goshen Board of Public Works and Safety and the City of Goshen once all signatures have been received from the County, Elkhart, and Nappanee for the interlocal agreement, and after payments have been received from these same parties.

PASSED by the Goshen Board of Public Works and Safety on November 30, 2020.

Jeremy P. Stutsman, Mayor

Mary Nichols, Member

Michael A. Landis, Member

CONSULTING AGREEMENT

This CONSULTING AGREEMENT is made this ____ day of _____, 2020, by and between **CDFI Friendly America, LLC**, a Pennsylvania Limited Liability Company with offices at 7340 Rural Lane, Philadelphia, PA 19119 (hereinafter the “Consultant”), and the City of Goshen, Indiana, of Goshen, Indiana (hereinafter the “Client”).

RECITALS

Client desires to bring financing from one or more community development financial institutions (“CDFIs”) to the community of the County of Elkhart including but not limited to the cities of Elkhart, Goshen, and Nappanee (the “Community”);

Consultant has extensive experience in assessing markets in communities and CDFIs working in communities, as well as in assessing, organizing, planning, and implementing CDFI financing strategies in communities throughout the United States;

Client desires to engage Consultant to provide consulting services in assessing the potential roles of CDFI financing in the Community, and, and pursuant to subsequent written authorization, perhaps also organizing potential CDFI Friendly strategies, developing an actionable CDFI Friendly business plan, and providing Client with consultative support for the implementation of that business plan; and

Client and Consultant desire to enter into a written contract in order to establish and clarify the terms and conditions of Consultant's engagement.

In consideration of the mutual agreements set forth herein, and intending to be legally bound thereby, Client hereby engages Consultant, and Consultant hereby accepts that engagement, pursuant to the terms and conditions set forth in this Agreement.

ARTICLE I ENGAGEMENT

1.1 Client hereby engages Consultant, on a non-exclusive basis, to provide both project-based and per diem consulting services in the field of CDFI financing, as set forth in the Scope of Work set forth in attached Schedule A (the “Scope of Work”). Consultant agrees to accept that engagement, as detailed in the Scope of Work.

ARTICLE II DUTIES

2.1 In performing the Scope of Work, Consultant shall:

- a. perform its services in a professional manner, using due care and complying with all applicable laws, including Title V of the Gramm-Leach-Bliley Act of 1999, relating to nonpublic personal information, any successor statutes and all rules and regulations enacted thereunder, as well as all applicable state and federal laws;
- b. abide by the standard corporate policies of Client, including any security procedures and Code of Ethics Client shall have provided to Consultant;
- c. keep Client advised of the progress of Consultant’s work, provide Client progress reports upon reasonable request, and keep accurate records of hours worked, and the costs of materials and expenses;
- d. be permitted to use the name of Client in its advertising or promotional campaigns except as Client may direct in writing; and

e. be permitted to assign responsibilities to consultants employed by or under contract with Consultant, provided that (1) the services are performed by knowledgeable, qualified personnel in a professional manner and (2) Consultant first secures the written commitment of such individuals to abide by the confidentiality and nondisclosure provisions of Article VI below.

2.2 Until such time as Client may designate a different contact, assignments and instructions for execution of services hereunder and expenditure authorizations shall be provided to Consultant exclusively at the direction of: Mark Brinson.

2.3 Nothing contained in this Agreement shall be construed to limit in any way Consultant's right or ability to work for other clients or employers, regardless of whether that work is similar in nature to the work to be performed for Client, provided that Consultant shall not perform work for any other financial institution on any matter as to which Consultant has knowledge due to its work for Client, without Client's prior written consent.

ARTICLE III LIMITATION ON AUTHORITY

3.1 Neither party may bind the other to any contract, and neither shall incur any financial obligation on behalf of the other party without the other party's prior written consent.

ARTICLE IV TERM OF ENGAGEMENT

4.1 The initial term of this engagement shall commence on _____, 2020, and continue until full completion of the Scope of Work (the "Initial Term"). At the end of the Initial Term, any additional work shall be performed on a time-and-expense basis at the applicable rate(s) set forth in Schedule A. In the event of any termination of services either before or after the Initial Term, Client shall pay Consultant, pursuant to the terms of Article V below, for all services rendered plus materials costs and expenses incurred by Consultant in the performance of its obligations hereunder prior to receipt of notice of termination.

ARTICLE V COMPENSATION/INDEPENDENT CONTRACTOR

5.1 Client shall pay Consultant, on a 1099 basis, compensation at the rates set forth in the Scope of Work. Consultant shall invoice services and materials expenses each month. Client shall pay Consultant on a monthly basis, and shall make payment for services rendered each month within forty five (45) days after the invoice date. Client shall reimburse Consultant for business-related airfare and overnight accommodations, and shall also pay Consultant for travel time, including travel between the offices of Consultant and Client, at the rate(s) set forth in Schedule A, only after prior approval of client. Client shall have no other obligation to reimburse Consultant for fuel, tolls, meals or entertainment incurred in the performance of Consultant's duties, except as specifically approved by Client in writing in advance.

5.2 Any invoice not paid within forty five (45) days shall bear interest at the rate of eighteen percent (18%) per annum. Further, if Consultant engages a collection agency or attorney to collect monies past due under this Agreement, Client shall pay Consultant's reasonable collection costs, including attorney fees.

5.3 Consultant understands and acknowledges that Client is engaging Consultant as an independent contractor and not as an employee. Consultant understands and agrees that Client will not be withholding federal, state, local or Medicare taxes, and will not be making unemployment compensation or workers compensation contributions on Consultant's behalf.

ARTICLE VI CONFIDENTIALITY

6.1 Neither party shall, either during or after this engagement, directly or indirectly use, publish or otherwise disclose or divulge to any third party any Confidential Information of the other, as defined below, except as necessary to perform its obligations under this Agreement. In addition, the parties shall disclose the foregoing information only to those employees or contract workers with a need for such information to perform its obligations hereunder, and shall protect that information with the same degree of care as it protects its own proprietary information, but in no event less than a reasonable degree of care.

(b) The foregoing restrictions shall not be construed to apply to (1) information generally available to the public; (2) information released by either party generally without restriction; (3) information that either party establishes by written records was independently developed or acquired by it or its personnel without reliance in any way on other protected information of Client; or (4) information approved for use and disclosure without restriction. Notwithstanding the foregoing restrictions, either may disclose any information to the extent required by an order of any court or other governmental authority, but only after it notifies the other party in writing and the other party has had the opportunity to obtain reasonable protection for such information in connection with such disclosure. Further, disclosures made by either party to a government regulatory agency in furtherance of the services to be performed by Consultant under this Agreement shall not be considered a breach of confidentiality.

(c) As used herein, "Confidential Information" means all of the following information and materials belonging to either party (or to clients' customers and other third parties that have furnished such information to that party in confidence), even if not physically marked as such;

(i) All applications whether server -based or hosted, and operating system software, developed or used by that party and all versions and enhancements thereof same and all future products developed or derived therefrom;

(ii) All source code, object code, , algorithms, coding sheets, compilers, assemblers, design concepts, routines and subroutines, documents and manuals for the software described in subparagraph (i) above;

(iii) Production processes, marketing techniques, mailing lists, purchasing information, price lists, pricing policies, quoting procedures, financial information, legal information, dealer and distributor agreements, licensing agreements, customer prospect names and requirements, customer data, customer site information and other materials or information relating to the manner in which that party conducts business;

(iv) All intellectual property, discoveries, works of authorship and concepts whether or not patentable or protectable by copyright, including without limitation the nature and results of research and development activities, technical information on product or program performance and reliability, processes, formulas, techniques, "know-how", source codes, object codes, designs, drawings and specifications;

(v) Any other materials or information related to the business of either party which are not generally known to others engaged in similar businesses or activities; and

(vi) All discoveries and concepts which are derived from or related to access to or knowledge of any of the above enumerated materials or information.

(d) All copyrights, patents, trade secrets, or other intellectual property rights arising from Consultant's services hereunder shall be deemed works for hire for Client, and shall become the property of Client upon Client's payment of amounts due to Consultant under this Agreement. Notwithstanding the foregoing, Consultant shall be free to use and employ its general skills, know-how, methods, techniques and skills gained or learned during the course of this or any other project if such use can be made without disclosing Confidential Information.

(e) Upon either party's request, or upon termination of this Agreement, the other party shall return, delete or destroy all Confidential Information in its possession, and in the event of deletion or destruction, shall certify such deletion or destruction in writing; provided that Consultant shall be entitled to retain one digital copy of such

Confidential Information pursuant to its Document Retention Policy, the contents of which shall remain subject to the requirements of this Article VI.

(f) The parties expressly acknowledge the materiality of the covenants in this Article VI, and expressly agree that it shall be enforceable by way of preliminary and final injunction in addition to any other remedies available at law or in equity.

(g) The covenants in this Article VI shall survive any termination of this Agreement.

(h) Notwithstanding the provisions of this Article VI, the Client is subject to public access laws that may require disclosure of documents upon proper request.

ARTICLE VII NON-DISPARAGEMENT

7.1 Consultant and Client each agree that they will not, in any communications with any person or agency, the press or other media or in any public medium, including without limitation the internet, ridicule in an offensive manner or make any statement which disparages or is derogatory of the other or any of their respective affiliates, directors or senior officers.

ARTICLE VIII LIMITATION OF LIABILITY

8.1 Neither party shall have any liability to the other for any special, punitive, consequential or exemplary damages whether or not the party was advised of the possibility of such damages, except to the extent such damages are included in a third party claim which is the subject of an indemnification obligation. Neither party shall be liable to the other for any lost profits or business opportunities.

ARTICLE IX NOTICE

9.1 Any notice given to Client pursuant to this Agreement shall be sufficiently given if sent to it by email to markbrinson@goshencity.com and by certified mail addressed to Mark Brinson, Director, Community Development, 204 East Jefferson Street, Goshen, IN 46528 or such other address or addresses as Client shall designate in writing. Any notice given to Consultant pursuant to this Agreement shall be sufficiently given if sent to Consultant by email to Adina Abramowitz at adina@cdfriendlyamerica.com and certified mail addressed to Adina Abramowitz, 7340 Rural Lane, Philadelphia, PA 19119 or at such other address as Consultant shall designate in writing.

ARTICLE X MISCELLANEOUS

10.1 The waiver by Client of any breach of any provision of this Agreement by the Consultant shall not operate or be construed as a waiver of any subsequent breach by Consultant.

10.2 In the event a court shall invalidate either in whole or in part, any section or article of this Agreement, the remainder of this Agreement shall remain in full force and effect and shall be severed from the section or sections, article or articles, deemed invalid.

10.3 Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any Act of God, severe and unusual weather (such as hurricanes, tornados, floods, or the like), any government or any governmental body, war, insurrection, terrorism, strikes or labor disputes, actual inability (not financial) to procure essential materials, or other similar cause beyond the reasonable control of such party. The party seeking to invoke the application of this section shall be required to notify the other party within ten (10) days following the commencement of the event of Force Majeure.

10.4 Consultant may not assign its rights or duties under this Agreement.

10.5 This Agreement may be executed in one or more counterparts each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument.

10.6 This Agreement and the Schedule(s) attached hereto embody the entire understanding of the parties. No amendment or modification of this Agreement shall be valid or binding unless made in a writing signed by the party to be charged.

10.7 This Agreement shall be construed and the legal relations between the parties determined in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Agreement as of the day and year first above written.

City of Goshen, Indiana

By:

Jeremy P. Stutsman, Mayor

Consultant
CDFI Friendly America, LLC

By:



Adina Abramowitz
Managing Member

Schedule A: Scope of Work for Elkhart County, Indiana

CDFI Friendly America (“the consultant”) will complete an Assessment of Elkhart County including but not limited to the cities of Elkhart, Goshen, and Nappanee on behalf of the County of Elkhart (“the client”). The Assessment is the first of three possible phases of work to assist the County of Elkhart to become a CDFI Friendly community. The other phases are 2. Education, Organizing & Business Planning, and 3. Implementation.

The Assessment will comprise:

- Gather and analyze basic economic, financial, geographic, demographic, and other market data on the County and its communities from the client and others in Elkhart County as well as third-party sources. This data analysis will create a framework for the assessment. To the greatest extent possible, this research will include and complement current existing research.
- Small group meetings and one-on-one interviews via Zoom with approximately 50 key community leaders representing a diversity of interests in Elkhart County, including leaders in the cities of Elkhart, Goshen, and Nappanee. (See a list of suggested categories below.) The purpose of those meetings is to gain multiple and diverse perspectives on conditions in the County and the cities previously named, ongoing work to address conditions, the existence of and capacity to implement public private community development efforts, and the potential for additional finance-led solutions including, but not necessarily limited to, CDFI financing. CDFI Friendly America will advise the client on the selection of participating community leaders but the final selection and scheduling will be the responsibility of the client.
- Preparation of an Assessment Memo constituting a final report and recommendation summarizing key learnings, suggesting how the client might move forward toward a CDFI Friendly strategy, and assessing the community’s apparent readiness and challenges related to a CDFI Friendly strategy. This may include:
 - o Factors that seem likely to lead to a successful CDFI Friendly outcome.
 - o Obstacles to achieving a CDFI Friendly outcome.
 - o An assessment of the community’s readiness to proceed,
 - o Financial prospects for funding and capitalizing an effective CDFI Friendly strategy, and
 - o Outstanding issues and questions that might require additional conversation or might inform the second phase.

As the final product of the Assessment phase, the Assessment Memo, will inform the decision process for the County and its community partners whether to continue to the Organizing phase of CDFI Friendly America’s services.

The lead partner for this work will be Mark Pinsky, Founding Partner of CDFI Friendly America. As appropriate and necessary, CDFI Friendly America will involve other members of its team.

This scope of work assumes that the County will administer and manage local planning and scheduling with regular guidance from the consultant. The consultant will provide timely instruction and guidance to the County.

CDFI Friendly America will deliver the memo no later than three (3) weeks after completion of its interviews.

For this work, CDFI Friendly America will bill the client a flat \$34,000 fee plus reasonable expenses if any, related to travel, food, lodging, transportation, and possible other incidentals. (At the moment, due to the COVID-19 pandemic, we plan to perform all of our work remotely. We do not anticipate much, if any, expenses as a result. If that situation changes, we would incur expenses.) Should the client seek additional work outside the scope described here, CDFI Friendly America will bill at a *per diem* rate of \$2,500.

Client’s responsibility: Client will appoint two City officials to be CDFI Friendly America’s main points of contact: someone relatively senior in the Administration who has responsibility for community development, and someone more junior, who can assist us with logistics and relevant information. This will be an interactive engagement where the Client will be responsible for providing relevant information upon request, assist with identifying people to

participate in the process, and assist with logistics in a timely manner. The Client is ultimately responsible for all strategic decisions about how the organization should proceed towards implementing its goals.

List of Possible Interview Categories for the Assessment

- Financial institutions active in the community, particularly those familiar with CDFIs
- Public officials, including but not limited to the County Commissioners, the Mayors of Elkhart, Goshen, and Nappanee, and/or senior staff
- Corporate civic leaders active in the community
- Community development corporations and other community organizations, business development centers, financial literacy and/or mortgage preparedness training centers,
- CDFIs working in the city and region as well as those interested in working in the city, and/or trying to serve Elkhart or the region of north-central and/or northwest Indiana.
- Local activists such as community reinvestment act advocates and others
- Other key players you and others identify.

ADDENDUM

THIS ADDENDUM is made and entered into the ____ day of _____, 2020, by and between CDFI Friendly America, LLC, a Pennsylvania Limited Liability Company (hereinafter referred to as “Consultant”) and the City of Goshen, Indiana (hereinafter referred to as “Client”);

WITNESSETH:

WHEREAS Consultant and Client are parties to a certain Consulting Agreement dated _____, 2020 (the “Agreement”) for consulting services in assessing the potential roles of community development financing institutions financing in Elkhart County, and related services;

WHEREAS this Addendum shall be attached to and be a part of the Agreement and shall control in the event of any conflict with the terms and provisions of the Agreement;

NOW, THEREFORE, in consideration of the premises and the terms and conditions contained herein, the parties hereby mutually and further agree as follows:

1. State Law Provisions.
 - a. Non-Discrimination. Pursuant to Indiana Code §22-9-1-10, Consultant and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of the Agreement.
 - b. Anti-Nepotism. Consultant is aware of the provisions under Indiana Code §36-1-21 et seq. with respect to anti-nepotism in contractual relationships with governmental entities. Consultant certifies that none of the owners of Consultant is a relative of any elected Council Member or Commissioner of the County of Elkhart, Indiana.
 - c. Investment Activity. Pursuant to Indiana Code §5-22-16.5, Consultant certifies that Consultant is not engaged in investment activities in Iran.
 - d. E-Verify Program. Pursuant to Indiana Code §22-5-1.7-11, Consultant agrees to and shall enroll in and verify the work eligibility status of all newly hired employees of Consultant after the date of the Agreement through the E-Verify Program as defined in Indiana Code §22-5-1.7-3; provided, however, Consultant is not required to verify the work eligibility status of all newly hired employees after the date of the Agreement through the E-Verify Program if the E-Verify Program no longer exists. Consultant further represents and certifies subject to the pains and penalties of perjury that it does not knowingly employ an unauthorized alien.
 - e. Telephone Solicitation Act Compliance. Consultant certifies that, except for de minimis and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and that Consultant will not violate the terms of I.C. 24-4.7 for the duration of the Agreement, even if I.C. 24-4.7 is preempted by federal law. Consultant further certifies that any affiliate or principal of Consultant and any agent acting on behalf of Consultant or on behalf of any affiliate or principal of Consultant, except for de minimis and non-systematic violations, has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and will not violate the terms of I.C. 24-4.7 for the duration of the Agreement, even if I.C. 24-4.7 is preempted by federal law.
 - f. General Requirements. Consultant further agrees to comply with the applicable requirements of Indiana state law with respect to contracting with local governmental entities.
2. No Waiver of Governmental Immunity. Nothing in the Agreement waives or is intended to waive any protections that may be applicable to Client or any of its elected or appointed officials, employees, agents, or

representatives under any applicable statutes, rules, or regulations providing governmental immunity, or any other rights, protections, immunities, defenses, or limitations on liability that Client or such related parties are provided by law.

3. Insurance.

a. Prior to commencing work, the Consultant shall furnish Client a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with Client the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Consultant shall specifically include coverage for the Client as an additional insured for Employer's Liability, General Liability and Automobile Liability.

b. Each certificate shall require that written notice be given to the Client at least thirty (30) days prior to the cancellation or a material change in the policy.

c. Consultant shall at least include the following types of insurance with the following minimum limits of liability:

- i. Workers Compensation and Employer's Liability - Statutory Limits
- ii. General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate
- iii. Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- iv. Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate

DATED EFFECTIVE with the effective date of the Agreement.

City of Goshen, Indiana

By: _____
Jeremy P. Stutsman, Mayor

CDFI Friendly America, LLC

By: _____
Adina Abromowitz,
Managing Member



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

November 30, 2020

To: Board of Public Works and Safety

From: Shannon Marks

Subject: Resolution 2020-32, Approve 2021 Compensation for Police Department Employees

State statute provides that the Common Council shall fix the compensation of all members of the police department by ordinance no later than November 1 for the ensuing budget year. In the event an ordinance is not passed by November 1, then the Board of Public Works and Safety shall fix the annual compensation, subject to change by ordinance.

The negotiations of a new agreement between the City and the Elkhart FOP Lodge 52, Inc. were not completed until after November 1. Therefore, the attached resolution is for the Board to approve the 2021 maximum compensation, including wages and benefits, for all Police Department employees. This includes those employees that are not covered under the new agreement. The ordinance is based on the terms of the new agreement for those employees that are represented by the Lodge.

Suggested Motion:

Move to approve and execute Resolution 2020-32, Approve 2021 Compensation for Police Department Employees.

Resolution 2020-32

Approve 2021 Compensation for Police Department Employees

WHEREAS, in accordance with Indiana Code § 36-8-3-3(d), in the event the annual compensation of all members of the Police Department for the ensuing budget year is not fixed by ordinance of the Common Council by November 1, the Board of Public Works and Safety shall fix the annual compensation, subject to change by ordinance.

WHEREAS, the City of Goshen and Elkhart FOP Lodge 52, Inc., representing the full-time sworn officers of the Goshen Police Department, concluded negotiations of a new agreement after November 1, 2020.

WHEREAS, the compensation, including wages and benefits, for Goshen Police Department employees is set forth in Ordinance 5067, 2021 Compensation for Police Department Employees, and is based on the terms of the new agreement for those employees represented by the Lodge.

WHEREAS, Ordinance 5067 will be presented to the Goshen Common Council at an upcoming meeting.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety approves the 2021 maximum compensation, including wages and benefits, for Goshen Police Department employees as set forth in the attached Ordinance 5067, 2021 Compensation for Police Department Employees.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on November 30, 2020.

Jeremy P. Stutsman, Mayor

Michael A. Landis, Board Member

Mary Nichols, Board Member

ORDINANCE 5067

2021 Compensation for Police Department Employees

BE IT ORDAINED, pursuant to Indiana Code § 36-8-3-3(d), the Goshen Common Council approves the 2021 maximum compensation, including wages and benefits, for Goshen Police Department employees as follows:

SECTION 1 Application of Ordinance

- (A) All positions covered by this ordinance are considered full-time positions.
- (B) For the purposes of this ordinance, when reference is made to “non-bargaining unit employees”, “non-bargaining unit positions”, or a category of employees that are not covered by the collective bargaining agreement, this reference shall apply to employees in the following positions:
 - (1) Police Chief,
 - (2) Assistant Police Chief,
 - (3) Division Chief,
 - (4) Special Police Officer, and
 - (5) Secretary.
- (C) For the purposes of this ordinance, when reference is made to “bargaining unit employees”, “bargaining unit positions”, or a category of employees that are covered by the collective bargaining agreement, this reference shall apply to employees in the following positions:
 - (1) Captain,
 - (2) Lieutenant,
 - (3) Detective,
 - (4) Sergeant,
 - (5) Patrol Officer,
 - (6) Probationary Patrol Officer, and
 - (7) School Resource Officer.
- (D) For the purposes of this ordinance, when reference is made to a “civilian employee” or a “civilian employee position” covered by this ordinance, this reference shall apply to the following positions:
 - (1) Special Police Officer, and
 - (2) Secretary.
- (E) This ordinance does not apply to compensation paid to any civilian employee positions not listed in paragraph (D), and the Civilian Police Chief position. All said positions are covered by the ordinance fixing the compensation for the Civil City employees.

SECTION 2 Conflicting Provisions

Should the terms of the collective bargaining agreement between the City of Goshen and Elkhart FOP Lodge 52, Inc., representing all full-time sworn police officers of the Goshen Police Department, be more favorable than the provisions of this ordinance, then the bargaining unit employees shall be compensated in accordance with the terms of the collective bargaining agreement.

SECTION 3 Wages

- (A) Exhibit A, 2021 Base Wages, sets forth the maximum base wages for all employees. The executive shall set the compensation for all employees within the maximum amounts established by this ordinance and, for those bargaining unit employees, in accordance with the amounts established by the collective bargaining agreement.
- (B) The Police Chief, Assistant Police Chief, and Division Chief positions shall be compensated on a salary basis.
- (C) The Special Police Officer and Secretary positions shall be compensated for all hours worked in a seven-day work period in accordance with the Fair Labor Standards Act.
- (D) This subsection applies to each employee in a bargaining unit position.
 - (1) With the exception of employees attending the basic Indiana Law Enforcement Training Academy, any employee who works in excess of nine (9) hours in one (1) work day shall be compensated either overtime pay at the rate of one and one-half (1½) times the employee’s prevailing hourly rate, or compensatory time off at the rate of one and one-half (1½) hours for each hour of overtime worked.
 - (2) An employee attending the basic Indiana Law Enforcement Training Academy shall receive compensatory time off at the rate of one and one-half (1½) hours for each hour worked in excess of eighty-one (81) hours in the work period.
- (E) Upon leaving city employment, an employee will be compensated for all unused compensatory time based on the higher rate of:
 - (1) The average regular rate received by the employee during the last three (3) years employment with the city; or
 - (2) The final regular rate received by the employee.

SECTION 4 Payment of Wages

- (A) The city shall issue paychecks, at minimum, on a bi-weekly basis.
- (B) Paychecks issued in 2021 will have gross wages calculated using the 2021 wage rates even if a portion of the pay period falls in 2020.

SECTION 5 Police Officers’ Pension and Disability Fund

Each police officer, excluding a Special Police Officer, is eligible to participate in the 1977 Police Officers’ and Firefighters’ Pension and Disability Fund. The city shall pay the employer’s percentage contribution to the pension plan as required by Indiana Code § 36-8-8-6, and the city will pay three percent (3%) of the employee’s contribution to the pension plan to the extent the contribution is required by Indiana Code § 36-8-8-8.

SECTION 6 Public Employees' Retirement Fund

Each civilian employee is eligible to participate in the Public Employees' Retirement Fund (PERF). The city shall pay both the employer's and employee's contributions to the PERF.

SECTION 7 Health Insurance

Each employee must enroll in the city's group health insurance plan. The city shall pay eighty percent (80%) (Three Hundred Forty-seven and 09/100 Dollars (\$347.09)) and the employee shall pay twenty percent (20%) (Eighty-six and 77/100 Dollars (\$86.77)), except the employee's share of cost of the health insurance premium will not exceed nine and one-half percent (9.5%) of the employee's annual household income.

SECTION 8 Vacation Leave

- (A) Each employee shall receive vacation leave beginning on the employee's first anniversary date of employment with the Police Department and each subsequent anniversary date as set forth below, unless a higher amount is established by an agreement at the time the employee is hired:
 - (1) One (1) year through seven (7) full years of service, the employee shall receive one hundred twenty-six (126) hours vacation leave.
 - (2) Starting eight (8) years through fourteen (14) full years of service, the employee shall receive one hundred eighty-nine (189) hours vacation leave.
 - (3) Starting fifteen (15) years of service, the employee shall receive two hundred fifty-two (252) hours vacation leave.
- (B) An employee shall receive payment for all earned and unused vacation leave upon termination of employment.
- (C) Vacation pay shall be paid at the employee's current wage rate.

SECTION 9 Sick Leave

- (A) Each employee shall accrue six and three-quarter (6.75) hours sick leave for each month of employment up to a maximum of eight hundred ten (810) hours sick leave.
- (B) Any employee who has accrued sick leave in excess of eight hundred ten (810) hours, but less than one thousand six hundred twenty (1,620) hours will not lose the accrued sick leave, but will not be allowed to add to the total sick leave hours accrued as of December 31, 2001.
- (C) Each employee who has two hundred seventy (270) hours sick leave accrued as of January 1st of any calendar year may sell the first fifty-four (54) hours of sick leave accrued that calendar year if not used during the calendar year at the rate of One Hundred Fifty Dollars (\$150) for each nine (9) hours of sick leave sold.
- (D) Upon retirement, city will pay a retiring employee for each nine (9) hours of accrued sick leave over four hundred fifty (450) hours, up to a maximum of ninety (90) hours, at the rate of One Hundred Dollars (\$100).
- (E) Except as provided by subsections (C) and (D), sick leave shall be paid at the employee's current wage rate.

SECTION 10 Personal Leave

- (A) Each employee shall receive forty-five (45) hours of paid personal leave per calendar year.
- (B) An employee may carry over not more than sixty-three (63) hours of unused personal leave from a previous calendar year.
- (C) Upon termination, the employee shall be paid for not more than ninety (90) hours of unused personal leave.
- (D) In the event an employee commences employment after January 31 of the current calendar year, the employee's personal leave due shall be prorated based upon the length of employment from the employee's date of hire through December 31.
- (E) Personal leave shall be paid at the employee's current wage rate.

SECTION 11 Holiday Compensation

- (A) Each employee shall receive holiday compensation for eleven (11) unspecified holidays.
 - (1) Holiday compensation for the Police Chief, Assistant Police Chief and Division Chief positions shall be based on the employee's annual base salary divided by two thousand one hundred six (2,106) and multiplied by ninety-nine (99).
 - (2) Holiday compensation for the civilian employee positions shall be based on the employee's regular (or average) daily wage multiplied by eleven (11) holidays per calendar year.
 - (3) Holiday compensation for each employee in a bargaining unit position shall be based on the employee's regular daily wage (nine (9) hours multiplied by the regular hourly rate of base pay) multiplied by eleven (11) holidays per calendar year.
- (B) Holiday compensation shall be paid the first pay day in November.
- (C) In the event an employee commences employment after January 1 of the current calendar year, the employee's holiday compensation due shall be prorated based upon the length of employment from the employee's date of hire through December 31.
- (D) In the event an employee terminates employment before December 31 of the current calendar year, the employee's holiday compensation due shall be prorated on an annual calendar year basis.

SECTION 12 Increment Pay

- (A) Each employee shall receive an annual increment pay bonus based on Two Hundred Dollars (\$200) per year of service, up to a maximum of Three Thousand Four Hundred Dollars (\$3,400) per year.
- (B) Increment pay due shall reflect the number of years and partial years completed by the employee at the end of the present calendar year, and shall be included in the employee's regular bi-weekly paycheck.

SECTION 13 Longevity Bonus

- (A) An employee who has attained at least twenty (20) years of full-time employment with the Police Department shall receive an annual longevity bonus of Two Thousand Dollars (\$2,000).
- (B) An employee who attains their twentieth year of full-time employment after January 1 shall receive a prorated portion of the annual longevity bonus based on the portion of the year remaining after the employee attains their twentieth year of full-time employment.

- (C) An employee who has attained at least twenty (20) years of full-time employment shall receive a prorated portion of the annual longevity bonus upon termination based on the portion of the year employed after January 1 of the current calendar year.
- (D) Longevity bonus shall be paid by the first pay day in December or at the time of termination of employment.

SECTION 14 Clothing Allowance

- (A) Each employee who has completed at least one (1) year of employment with the Police Department shall receive an annual clothing allowance to purchase and maintain uniforms based on the following schedule:
 - (1) Police officers, excluding a Special Police Officer, One Thousand Five Hundred Dollars (\$1,500).
 - (2) Civilian employees, One Thousand Three Hundred Sixty-nine Dollars (\$1,369).
- (B) The clothing allowance shall consist of two (2) equal checks payable the first pay day of April and the first pay day of October.

SECTION 15 Technical Skills Pay

- (A) An employee certified to have a technical skill beneficial to the Department shall receive annual technical skills pay based on the following schedule for up to five (5) technical skills certifications.
 - (1) First technical skill, Five Hundred Dollars (\$500).
 - (2) Second technical skill, Three Hundred Dollars (\$300).
 - (3) Third technical skill, Three Hundred Dollars (\$300).
 - (4) Fourth technical skill, Two Hundred Fifty Dollars (\$250)
 - (5) Fifth technical skill, Two Hundred Fifty Dollars (\$250).
- (B) The technical skills pay shall be included in the employee's regular bi-weekly paycheck.

SECTION 16 Patrol Officer in Charge of Shift

- (A) A patrol officer covered by the collective bargaining agreement who serves as the officer in charge of a shift or half-shift shall receive a bonus of Twenty-five Dollars (\$25) for each shift, or Twelve and 50/100 Dollars (\$12.50) for each half-shift.
- (B) The patrol officer in charge pay shall be included in the employee's next regular bi-weekly paycheck.
- (C) This section does not apply to a Sergeant, Lieutenant, Captain, Detective, or appointed rank such as School Resource Officer.

SECTION 17 Field Training Officer

- (A) A police officer covered by the collective bargaining agreement acting as a field training officer with a new recruit shall receive specialty pay in the amount of Thirty Dollars (\$30) for each shift, or Fifteen Dollars (\$15) for each half-shift.

- (B) The specialty pay shall be included in the employee's next regular bi-weekly paycheck.
- (C) This section does not apply to a Detective or appointed rank such as School Resource Officer.

SECTION 18 Other Specialty Pay

- (A) A police officer covered by the collective bargaining agreement acting in the following positions shall receive the following additional annual compensation as specialty pay:
 - (1) Detective Team Leader, One Thousand Two Hundred Dollars (\$1,200).
 - (2) Field Training Officer Supervisor, One Thousand Two Hundred Dollars (\$1,200).
 - (3) Honor Guard Commander, One Thousand Two Hundred Dollars (\$1,200).
 - (4) S.W.A.T. Commander, One Thousand Two Hundred Dollars (\$1,200).
 - (5) S.W.A.T. Assistant Commander, One Thousand Two Hundred Dollars (\$1,200).
- (B) The specialty pay shall be paid quarterly and prorated based on the actual time the officer spends in a position.

SECTION 19 Non-Rank Departmental Positions

- (A) A police officer covered by the collective bargaining agreement appointed to the School Resource Officer position shall receive the pay as authorized in Exhibit A while assigned to the School Resource Officer position unless the officer is a Probationary Patrol Officer. If the officer is a Probationary Patrol Officer, the officer will receive pay as a Probationary Patrol Officer until the end of the officer's probationary period.
- (B) A police officer covered by the collective bargaining agreement appointed as Training Officer shall receive the pay of the officer's actual rank or Lieutenant's pay, whichever is higher, while assigned to the Training Officer position unless the officer is a Probationary Patrol Officer. If the officer is a Probationary Patrol Officer, the officer will receive pay as a Probationary Patrol Officer until the end of the officer's probationary period.
- (C) A police officer covered by the collective bargaining agreement appointed to a position in the Drug Unit shall receive the pay of the officer's actual rank or Lieutenant's pay, whichever is higher, while assigned to the position in the Drug Unit unless the officer is a Probationary Patrol Officer. If the officer is a Probationary Patrol Officer, the officer will receive pay as a Probationary Patrol Officer until the end of the officer's probationary period.
- (D) A police officer covered by the collective bargaining agreement placed in charge of the Elkhart County Drug Unit shall receive the pay of the officer's actual rank or Captain's pay, whichever is higher, while placed in charge of the Elkhart County Drug Unit.

SECTION 20 Shift Differential

- (A) A police officer covered by the collective bargaining agreement that is regularly assigned to work an afternoon or night watch shall receive annual shift differential pay, or a prorated portion thereof, based on the following schedule.
 - (1) Afternoon watch, Three Hundred Fifty Dollars (\$350).
 - (2) Night watch, Five Hundred Dollars (\$500).
- (B) The shift differential pay shall be included in the employee's regular bi-weekly paycheck.

SECTION 21 Tuition Reimbursement

A police officer covered by the collective bargaining agreement is entitled to tuition reimbursement in accordance with the terms of the collective bargaining agreement for successful completion of a college undergraduate or graduate course. Reimbursement is limited to a maximum of six (6) credit hours per calendar year, and shall be limited to the cost of a credit hour at Indiana University-Bloomington.

SECTION 22 Wellness Program

Each employee is eligible to receive reimbursement for up to Two Hundred Dollars (\$200) per year for participation in a wellness program in accordance with the terms of the collective bargaining agreement. This section shall also apply to non-bargaining unit employees.

SECTION 23 Court Time Pay

- (A) Each employee in a bargaining unit position is entitled to court time pay in accordance with the terms of the collective bargaining agreement. Court time pay shall be based on the employee's current overtime rate of pay, and a guaranteed minimum of two (2) hours shall be paid.
- (B) Any employee in a bargaining unit position who retires or leaves the department due to a medical disability or leaves without disciplinary proceedings and is required to testify on behalf of the city or state shall be paid at the rate of pay the former employee last held in accordance with the terms of the collective bargaining agreement.

SECTION 24 Funeral Leave

An employee is entitled to three (3) work days off without loss of pay in accordance with the terms of the collective bargaining agreement due to the death of an employee's immediate family member. This section shall also apply to non-bargaining unit employees.

SECTION 25 Duty-Related Illness or Injury

A police officer who suffers an injury or contracts an illness while performing the employee's duties shall receive pay and benefits and/or payment for the employee's care to treat the illness or injury in accordance with the terms of the collective bargaining agreement. This section shall also apply to the Police Chief, Assistant Police Chief and Division Chief positions.

SECTION 26 Cell Phone Stipend

- (A) For those employees who, for substantial business purposes, are regularly required to use a cell phone to perform the employee's job duties and responsibilities, the city will pay the employee a cell phone stipend as reimbursement if the employee elects to use the employee's personal cell phone for city business in lieu of the city providing the employee with a city-owned cell phone.
- (B) The cell phone stipend will be provided in accordance with city Cell Phone Policy. The amount of the stipend will not exceed the sum of Twenty-five Dollars (\$25) per month if the employee is required to have voice services only, or the stipend will not exceed the sum of Fifty Dollars (\$50) per month if the employee is required to have voice and data communication services.

SECTION 27 Residency Bonus

A police officer shall receive an annual residency bonus in the amount of One Thousand Dollars (\$1,000), or a prorated portion thereof, based on the period of time the police officer resides on a permanent basis in the Goshen city limits in accordance with the current Residency Bonus Policy.

SECTION 28 Hiring Bonus

- (A) A new employee meeting the eligibility prerequisites before beginning employment as a police officer with the Goshen Police Department is eligible to receive a hiring bonus in accordance with the terms of the collective bargaining agreement and the terms and conditions of an agreement to be executed between the City of Goshen and the employee. The amount of the hiring bonus and when it will be paid will be determined by the Board of Public Works and Safety. In addition, upon commencement of employment, the eligible police officer will receive a base wage equal to the base wage paid to a patrol officer as set forth in Exhibit A and the eligible police officer will receive forty-five (45) hours of paid sick leave.
- (B) The eligibility prerequisites include the police officer having completed the minimum Tier I basic training requirements and having an active certification with the Indiana Law Enforcement Training Board. The police officer must have served with another Indiana law enforcement agency a minimum of one year and have separated from the other agency within twelve (12) months of accepting first-time employment with the Goshen Police Department.

[Continued next page.]

EXHIBIT A
2021 Base Wages

POLICE OFFICERS

	<u>Bi-Weekly Salary</u>	
Police Chief	\$3,272.47	
Assistant Police Chief	\$3,054.39	
Division Chief	\$2,792.81	
	<u>Annual Base Salary</u>	<u>Base Wage per Hour</u>
Captain	\$64,448	\$30.60
Lieutenant	\$58,592	\$27.82
School Resource Officer	\$58,592	\$27.82
Detective	\$58,592	\$27.82
Sergeant	\$55,267	\$26.24
Patrol Officer	\$52,791	\$25.07
Probationary Patrol Officer	\$50,856	\$24.15

CIVILIAN EMPLOYEES

	<u>Base Wage per Hour</u>
Special Police Officer	\$22.84
Secretary	\$21.74

PASSED by the Goshen Common Council on December _____, 2020.

Presiding Officer

ATTEST:

Adam C. Scharf, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on December _____, 2020, at _____ a.m./p.m.

Adam C. Scharf, Clerk-Treasurer

APPROVED and ADOPTED on December _____, 2020.

Jeremy P. Stutsman, Mayor