



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m., October 9, 2023

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 Gina Leichty

Approval of Minutes: October 2, 2023

Approval of Agenda

- 1) Downtown Goshen, Inc. request:** Approve a time change to the street closure request for the Holiday Light Parade route for First Friday on Nov. 3, 2023
- 2) Legal Department request:** Approve agreement with Elkhart Fraternal Order of Police Lodge 52, Inc.
- 3) Engineering Department request:** Approve the partial closure of 10th Street, from Jackson to Reynolds streets, Oct. 16-31, 2023

Privilege of the Floor

CITY OF GOSHEN STORMWATER BOARD

Regular Meeting Agenda

2:00 p.m., October 9, 2023

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

Members: Mayor Leichty, Mike Landis and Mary Nichols

- 4)** Accept the post-construction stormwater management plan for the Lippert ICC Building Relocation project
- 5)** Accept the post-construction stormwater management plan for Lippert Components Corrie Drive Parking Lot



6) Board of Public Works & Safety public hearing: Review of the Order of the City of Goshen Building Commissioner for 419 North Fifth St. (Ronald E. Davidhizar, property owner)

Approval of Civil City and Utility Claims

Adjournment



BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD MINUTES OF THE OCTOBER 2, 2023 REGULAR MEETING

Convened at 2 p.m. in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana

Present: Mayor Gina Leichty, Orv Myers, Mary Nichols and Barb Swartley

Absent: Mike Landis

CALL TO ORDER: Mayor Gina Leichty called the meeting to order at 2:00 p.m.

REVIEW/APPROVE MINUTES: Mayor Leichty presented the minutes of the Sept. 25, 2023 Regular Meeting prepared by Clerk-Treasurer Aguirre. **Board Member Orv Myers moved to accept the minutes as presented and the motion was seconded by Board Member Mary Nichols. Motion passed 4-0.**

REVIEW/APPROVE AGENDA: Mayor Leichty presented the meeting agenda as submitted by Clerk-Treasurer Aguirre. **Board member Myers moved to approve the agenda as presented. Board member Nichols seconded the motion. Motion passed 4-0.**

1) Blue Knights IN VIII Law Enforcement Motorcycle Club presentation: Recognition of retired Police Officer Jeff Schrock and donation to the Goshen Honor Guard

Goshen Special Police Officer James E. Ballard, president of the Blue Knights IN VIII Law Enforcement Motorcycle Club, told the Board that the club wanted to honor **retired Goshen Police Officer Jeff Schrock.** **Officer Ballard** said that for many years, Officer Schrock coordinated the memorial service in Goshen for the Riding to Remember Fallen Police, Firefighter & Veteran Charity Motorcycle Ride, which has just celebrated its 25th anniversary. He said Officer Schrock has done an amazing job and will be handing over those duties to a new coordinator in 2024.

Officer Ballard said the Blue Knights wanted to honor Officer Schrock by presenting him with a club challenge coin and donating \$1,000 in his name to the Goshen Police Department Honor Guard as a token of the club's appreciation. He also wanted to recognize the Honor Guard by awarding a certificate of appreciation and challenge coin. Officer Ballard presented the challenge coins and audience members applauded.

Mayor Leichty thanked **Officer Schrock** and **Officer Ballard.**

There was no Board action because this was an information-only agenda item.

2) St. John The Evangelist Catholic Church request: Approve the partial closure of 3rd Street on Oct. 7, 2023 for the church's annual parish fall festival

Jonathan Evangelista, Pastoral Associate for St. John the Evangelista Catholic Church, asked for the Board's permission to close portions of Third Street, Madison Street and West Monroe Street, from 10 a.m. until 10 p.m., on Oct. 7, 2023, for the church's annual parish festival. The festival will be held on the grounds of the church as well as the school parking lot and Evangelista said the closures were needed to provide more space for the festival.

Mayor Leichty asked if the Church had spoken to residents and City officials. **Evangelista** said neighbors were informed and were supportive, adding that the festival was open to all. Evangelista said he had not consulted with the Street Department. However, **Street Commissioner David Gibbs** said he was OK with the request.

Myers/Nichols moved to allow St. John The Evangelist Catholic Church to block part of Third Street, from 10 a.m. until 10 p.m. on Oct. 7, 2023, for the church's annual festival. Motion passed 4-0.

Mayor Leichty expressed her best wishes to **Evangelista** for a good day.



3) Frank Alfrey request: Retroactive request for gravel driveway 1021 West Lincoln Avenue

Frank Alfrey, with Integrity Remodeling and Construction, asked the Board for retroactive approval of a gravel driveway for his son, Chase Alfrey, at 1021 W. Lincoln Avenue. He included a site plan with his request.

Alfrey said he was requesting a gravel driveway due to the lower cost compared with asphalt or concrete.

City Assistant Planning & Zoning Administrator Rossa Deegan said the City Planning & Zoning Department didn't have an opinion on the request but noted it would be retroactive. If approved by the Board, Deegan said the driveway would also require approval by the City Board of Zoning Appeals.

City Director of Public Works & Utilities Dustin Sailor said he wanted to remind people to visit the Engineering Department or seek approval online for a right-of-way permit for a driveway. He also noted that the maximum standard width of driveways is 24 feet, and he believes this driveway exceeds 24 feet.

Alfrey said the driveway was 22 feet wide.

Mayor Leichty thanked **Sailor** for his reminders to the public.

Myers/Nichols moved to retroactively accept the gravel driveway at 1021 West Lincoln Avenue. Motion passed 4-0.

4) Legal Department request: Resolution 2023-32, Approving Certain Revised City of Goshen Police Department Policies and Repealing Certain Policies

City Attorney Bodie Stegelmann said the Board of Public Works and Safety previously approved City of Goshen Police Department Policies developed in coordination with Lexipol, LLC. He said the Police Department and Lexipol LLC staff have now identified certain additional revisions to policies deemed appropriate due to legislative or other changed circumstances.

Stegelmann said attached to Resolution 2023-32 were redlined portions of policies to show the revisions suggested. He said if Resolution 2023-32 was approved, the redlines would be removed and the policies put in final form.

Resolution 2023-32 would make revisions of the following policies, effective Oct. 9, 2023:

- 431 School Resource Officers
- 601 Sexual Assault Investigations
- 602 Asset Forfeiture
- 802 Records Maintenance and Release

Upon approval of the new policies, the following current policies would be repealed, effective Oct. 9, 2023:

- 431 School Resource Officers
- 601 Sexual Assault Investigations
- 602 Asset Forfeiture
- 802 Records Maintenance and Release

Myers/Nichols moved to approve Resolution 2023-32, Approving Certain Revised City of Goshen Police Department Policies and Repealing Various Policies, effective October 9, 2023. Motion passed 4-0.

5) Legal Department request: Resolution 2023-33, Approving City of Goshen Small Unmanned Aircraft Systems Policy

City Attorney Bodie Stegelmann told the Board that the City has obtained a small, unmanned aircraft system and wishes to adopt a policy for its proper use. He said City staff proposes the adoption of the policy included in the Board's agenda packet.

According to Resolution 2023-33, on Jan. 24, 2022, the Board of Works and Safety approved certain City-wide policies, in the form of a Policy Manual identified in and approved by Resolution 2022-05.



Stegelmann said City staff has determined that certain revisions to three (3) City policies found in the Policy Manual would be appropriate in the form of Resolution 2023-33, *Approving City of Goshen Small Unmanned Aircraft Systems Policy*. He said the policy included provisions requiring City pilots to hold a valid Federal Aviation Administration (FAA) Airmen Certificate as well as rules for operation, including no private or commercial use.

Board member Swartley asked if the policy affected individuals using drones to take photos of real estate that is for sale. **Stegelmann** said his understanding is that such individuals would require a pilot's license. **Mayor Leichty** agreed, adding that the FAA has become more stringent about such usage.

Myers/Nichols moved to approve Resolution 2023-33, Approving City of Goshen Small Unmanned Aircraft Systems Policy. Motion passed 4-0.

6) Engineering request: Approve/accept infrastructure at the Copperleaf Cove Apartments

City Director of Public Works & Utilities Dustin Sailor told the Board the installation of infrastructure (water main, and sanitary main) has been satisfactorily completed for a section of the Copperleaf Cove Apartments. The Engineering Department recommended that the infrastructure be accepted for maintenance.

Sailor said a three-year maintenance bond (10% of the construction costs) for the water main, and sanitary main in the amount of \$45,000 has been submitted to the City of Goshen. Copies of the bonds were attached to the Board's agenda packet for review. He asked the Board to accept infrastructure and maintenance bonds for a section of the Copperleaf Cove Apartments.

Myers/Nichols moved to approve the acceptance of infrastructure of water main and sanitary sewer within the easement, for maintenance at the Copperleaf Cove Apartments with a total cost of \$156,800.00. Motion passed 4-0.

7) Engineering request: Approve the partial College Avenue sidewalk closure, Oct. 3-7, 2023

City Director of Public Works & Utilities Dustin Sailor told the Board as part of the Goshen College Westlawn Nursing Renovation project, DJ Construction is requesting to close the sidewalk on the south side of College Avenue, between Main Street and South 9th Street. starting Tuesday, October 3, 2023, until October 7, 2024.

Sailor said the contractor is requesting the closure and detour to ensure the safety of pedestrians crossing a construction entrance, as well as a proposed work area on the north side of the Westlawn building.

Sailor said until the current outbound Interurban Trolley Red Line bus stop can be relocated, the sidewalk will remain open to South 8th Street and the detour shifted accordingly. Maps of both detour routes were attached to the Board's agenda packet.

Myers/Nichols moved to approve the College Avenue sidewalk closure, between Main Street and South 9th Street, from Oct. 3, 2023 until Oct. 7, 2024. Motion passed 4-0.

8) Engineering request: Approve Amendment No. 1 with Roberts Environmental, LLC for soil sampling, lab analysis and preparation of a report for submittal to IDEM for \$30,450

City Director of Public Works & Utilities Dustin Sailor told the Board Goshen Wastewater previously engaged Robert's Environmental (Roberts) to work through the environmental requirements necessary to fill-in the wastewater treatment plant's former biosolids handling lagoon. He said Roberts completed their Part 1 tasks, and a meeting with Indiana Department of Environmental Management (IDEM) was held to confirm next steps.

Sailor said Goshen Wastewater wishes to further engage Roberts to complete Part 2 task that include sampling within the lagoon, and sampling around the WWTP site to establish a insitu profile for statistical analysis.



Sailor said Roberts has offered a fee of \$30,450 to complete utility locating, soil sampling, laboratory analysis, and preparation of a final report to IDEM. He requested the Board's approval.

City Attorney Stegelmann clarified that the amount of the proposed contract should be \$30,450.

Myers/Nichols moved to approve Amendment No. 1 with Roberts Environmental, LLC. to perform soil sampling, laboratory analysis and preparation of a report for submittal to IDEM for a contract amount of \$30,450. Motion passed 4-0.

Privilege of the Floor (opportunity for public comment for matters not on the agenda):

Mayor Leichty opened Privilege of the Floor at 2:15 p.m. There were no comments from the public.

Approval of Civil City and Utility Claims

As all matters before the Board of Public Works & Safety were concluded, Mayor Leichty/Board member Nichols moved to approve Civil City and Utility claims and adjourn the meeting. Motion passed 4-0.

Adjournment

Mayor Leichty adjourned the Board of Works meeting at 2:16 p.m.

APPROVED:

Mayor Gina Leichty

Mike Landis, Member

Orv Myers, Member



Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, City of Goshen Clerk-Treasurer



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Board of Works Request
October 4th, 2023

Downtown Goshen Inc. is requesting a time change to the street closure request for November 3rd, 2023.

1. What parking spaces/streets do you want to close/use? Please refer to map.
2. Why do you want to close them? What activities will take place? Downtown Goshen First Fridays
3. When do you want to start the closure, and when will the closure end? We would like to change the time of the parade route closure from 4:00 pm - 8:00 pm.
4. Are there any affected businesses, and are they supportive of your request to close the parking spaces? There are businesses on the street affected by the closure. They will be informed of our intent to attend the next Board of Works meeting in case of any concerns. These street closures can also be found online at downtowngoshen.org.
5. Do you require any barricades from the Street Department to accomplish the closure for your event? We will require barricades. Please refer to attached map.

Thank you for your consideration.

Amanda McMahan
Event Coordinator
Eyedart Creative Studios

Goshen First Fridays 2023

Holiday Light Parade

Friday, November 3, 2023
5 - 9 p.m.

Clinton

Elkhart County Courthouse

PARADE ROUTE
NO PARKING 2-8 PM
ROAD CLOSED 6:00 - 8 PM

4:00

Lincoln

2nd

3rd

4th

100 BLOCK OF
EAST WASHINGTON TO ALLEY
CLOSED 2 - 10 PM

STAGE

Washington

FOOD TRUCKS

Stage

100 BLOCK OF E. JEFFERSON
ROAD CLOSED AND NO
PARKING 2 - 10 PM

FIFTH STREET AND
JEFFERSON
8 PM
PARADE ENDS

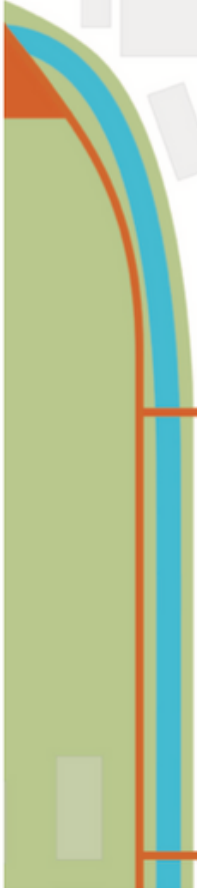
Jefferson

JEFFERSON AND
5TH ST. 6:30 PM
PARADE BEGINS

PARADE STAGING
500 BLOCK S. 5TH
CLOSED AND AND
NO PARKING
2 - 10 PM

PARADE STAGING
200 BLOCK OF
E. JEFFERSON
ROAD CLOSED
AND NO PARKING
2 - 10 PM

Madison





CITY OF GOSHEN LEGAL DEPARTMENT

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October 9, 2023

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 for a new agreement. Following is a summary of the changes:

Term – The term of the new agreement is from January 1, 2024 through December 31, 2026. The parties agree to commence negotiations 120 days before August 1, 2026 to modify or amend the agreement.

Wages – Wages for the covered positions will be as follows:

Position	2024	2025	2026
Captain	\$77,557	\$79,884	\$82,281
Lieutenant	\$72,519	\$74,695	\$76,936
School Resource Officer**	\$72,519	\$74,695	\$76,936
Detective	\$72,519	\$74,695	\$76,936
Sergeant	\$70,471	\$72,585	\$74,763
Patrol Officer	\$68,045	\$70,086	\$72,189
Probationary Patrol Officer	\$60,386	\$62,198	\$64,064

If the City receives new revenue stream(s) that would make available revenues for public safety wages, either party may request to open only wages by providing written notice.

Health Insurance – The employee’s share of the weekly contribution for the health insurance premium is \$101.42 of \$507.08 in 2024; \$106.48 of \$532.40 in 2025; and not to exceed \$112.86 of not to exceed \$564.30 in 2026.

Overtime/Compensatory Time/Hours of Employment and Days Off – In the event that the regular workday is extended pursuant to Article XIX, the references made to 9 hours in a workday, 81 hours in a 14-day work period, and the number of workdays in a two-week rotation period, will be updated.

Under Article XIX, the Chief may propose an alternate shift schedule which will be presented to the Lodge for review, a trial period, and a vote.

Department Strength – The Chief may propose hiring part-time and/or civilians on a permanent basis which will also be presented to the Lodge for review and a vote.

Holiday Compensation – Employees will receive the regular daily wage multiplied by the number of holidays for the calendar year as established by the Common Council, but not less than 11 days.

Funeral Leave – In the event of a death in the employee’s immediate family, the employee will be granted three, 9-hours workdays off without loss of pay within the first calendar year immediately following the death. (This was previously within 14 days of the death.)

Longevity Increase – Language was clarified to match actual practice.

Secondary Employment – The suggested rate of pay for secondary employment is increased to \$40.00 per hour.

Hiring Bonus – To be eligible for a hiring bonus, an officer must have separated from another Indiana law enforcement agency as an active reserve officer or paid police officer within 24 months. (This was previously 12 months.)

Suggested Motion:

Move to approve and execute the agreement with the Elkhart FOP Lodge 52, Inc. for 2024 through 2026.

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

EFFECTIVE DATES

JANUARY 1, 2024 THROUGH DECEMBER 31, 2026

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

ARTICLE I	Recognition.....	2
ARTICLE II	Term.....	3
ARTICLE III	Lodge Activities.....	4
ARTICLE IV	Rights of Management.....	5
ARTICLE V	Dues Deduction.....	6
ARTICLE VI	Wages	7
ARTICLE VII	Overtime	8
ARTICLE VIII	Holiday Compensation	9
ARTICLE IX	Court Time Pay.....	10
ARTICLE X	Funeral Leave	11
ARTICLE XI	On-Call Pay	12
ARTICLE XII	Technical Skills Pay, Patrol Officer In Charge of Shift, and Specialty Pay	13
ARTICLE XIII	Longevity Increase.....	15
ARTICLE XIV	Clothing Allowance	16
ARTICLE XV	Vacation Leave	17
ARTICLE XVI	Compensatory Time.....	18
ARTICLE XVII	Personal Leave.....	20
ARTICLE XVIII	Sick Leave	21
ARTICLE XIX	Hours of Employment and Days Off.....	23
ARTICLE XX	Trading of Time	25
ARTICLE XXI	Health Insurance	26
ARTICLE XXII	Duty Related Illness or Injuries	28
ARTICLE XXIII	Department Strength	30
ARTICLE XXIV	Seniority, Lay Off and Recall.....	31
ARTICLE XXV	Indemnification.....	32
ARTICLE XXVI	Grievance Procedure and Binding Arbitration	34
ARTICLE XXVII	Bill of Rights.....	35

ARTICLE XXVIII	Work Assignment Transfers	39
ARTICLE XXIX	Safety Committee and Safety Equipment	41
ARTICLE XXX	Pay Days	42
ARTICLE XXXI	Personnel Service Records.....	43
ARTICLE XXXII	Strike Prohibition.....	44
ARTICLE XXXIII	Successor Municipality	45
ARTICLE XXXIV	Savings Clause	46
ARTICLE XXXV	General Matters.....	47
ARTICLE XXXVI	Shift Differential Pay	48
ARTICLE XXXVII	Wellness Program	49
ARTICLE XXXVIII	Secondary Employment	50
ARTICLE XXXIX	Cafeteria Plan.....	52
ARTICLE XL	Tuition Reimbursement	53
ARTICLE XLI	Health Management Program	55
ARTICLE XLII	Hiring Bonus.....	56
SIGNATURE PAGE	58
EXHIBIT A – Base Salaries	59

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

This agreement is entered into on _____, 2023, effective on January 1, 2024 and continuing until December 31, 2026, 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, 2024, and continue until December 31, 2026.

Section 2.

The parties agree that commencing not later than one hundred twenty (120) days prior to August 1, 2026, 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.

In the event City has received new revenue stream(s) that would make available revenues to be used for public safety wages, either City or Lodge may request to open wages only by providing written notice of their intent to open discussion.

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, technical skills pay, and longevity increase 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. In the event the regular workday is extended pursuant to Article XIX of this Agreement, the reference to nine (9) hours in this subsection (A) shall be updated to reflect the extended regular workday.
- (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. Any hours to be worked in excess of eighty-one (81) hours in a fourteen (14) day work period must be approved in advance in writing by the Chief of Police or the Chief's designee. In the event the regular workday is extended pursuant to Article XIX of this Agreement, the reference to eighty-one (81) hours in this subsection (D) shall be updated accordingly but in no event shall it be greater than eighty-four (84) hours.

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, in lieu of holiday pay, the number of days equal to the number of holidays established by action of the Common Council of the City of Goshen, Indiana, which days are not specifically named but shall not be less than eleven (11) days.

Section 2.

Each employee shall receive his/her regular daily wage (nine (9) hours x regular hourly rate of base pay per level), per the number of holidays for the calendar year as set pursuant to Section 1 of this Article VIII.

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 the first calendar year 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 On-Call Pay

Section 1.

- (A) The officer assigned to be on-call as a detective and the officer assigned to be on-call as an evidence technician will be paid Eleven and 43/100 Dollars (\$11.43) per day as on-call pay.

- (B) The assigned officer on-call must remain available to be called back to work if necessary to investigate a crime or collect and log evidence. The assigned officer must be able to be contacted by phone and respond to the Department or crime scene as soon as reasonably possible.

**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 Increase

Section 1.

In addition to any other item of compensation, the employee shall receive an annual longevity increase in accordance with the following schedule up to a maximum of Five Thousand Four Hundred Dollars (\$5,400). The employee shall continue to receive Five Thousand Four Hundred Dollars (\$5,400) each subsequent year after the employee's twentieth year of employment with the Department.

	<u>Annual Longevity Increase</u>	<u>Annual Total</u>
Year 1	\$200	\$200
Year 2	\$200	\$400
Year 3	\$200	\$600
Year 4	\$200	\$800
Year 5	\$200	\$1,000
Year 6	\$200	\$1,200
Year 7	\$200	\$1,400
Year 8	\$200	\$1,600
Year 9	\$200	\$1,800
Year 10	\$200	\$2,000
Year 11	\$200	\$2,200
Year 12	\$200	\$2,400
Year 13	\$200	\$2,600
Year 14	\$200	\$2,800
Year 15	\$200	\$3,000
Year 16	\$200	\$3,200
Year 17	\$200	\$3,400
Year 18	\$660	\$4,060
Year 19	\$670	\$4,730
Year 20	\$670	\$5,400
Year 21+	\$0	\$5,400

Section 2.

The annual longevity increase is to be included in the employee's regular biweekly check on a pro rata basis and adjusted annually.

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, technical skills pay, and longevity increase by two thousand one hundred six (2,106) hours.
- (C) 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. In the event the regular workday is extended pursuant to Article XIX of this Agreement, the reference to nine (9) hours in this Section 3 shall be updated to reflect the extended regular workday.

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. In the event the regular workday is extended pursuant to Section 6 of this Article XIX, the reference to nine (9) hours in this Section 1 shall be updated to reflect the extended regular workday.

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. In the event the regular workday is extended pursuant to Section 6 of this Article XIX, then the regular work week shall be updated to be consistent with the alternate shift schedule approved pursuant to said Section 6.

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.

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.

Section 6.

- (A) The Chief of Police or his designee(s) can, at the Chief’s discretion, draft an alternate shift schedule for the Police Department employees. This draft, once complete, will be submitted to the Police Department employees for their review. After providing ample time for review, revisions and/or questions, the Police Department employees can be requested to vote on the proposed alternate shift schedule. The voting process shall follow the pre-established procedures for FOP related business. The initial vote shall include a specific start and end date for a trial period and in no way shall be construed as a permanent change.
- (B) Prior to the completion of the trial period a second vote shall be held, with the voting dates to be established prior to the initial vote. This second vote will determine if the proposed alternate shift schedule will be adopted by the Police Department employees and become permanent. If the proposed alternate shift schedule does not pass the second vote, the Police Department shall revert to the current schedule and format at the end of the trial period.
- (C) During the trial period any previously approved paid time off, or any member under military orders, shall be honored without any additional time used by Police Department employees. Also during the trial period, salaries, benefits or any other compensations shall not change except as otherwise stated herein, nor shall any tested or appointed position within the Police Department change except as necessary and not related to the alternate shift schedule.

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) One Hundred One and 42/100 Dollars (\$101.42) per week in 2024.
- (B) One Hundred Six and 48/100 Dollars (\$106.48) per week in 2025.
- (C) An amount not to exceed One Hundred Twelve and 86/100 Dollars (\$112.86) per week in 2026.

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) Five Hundred Seven and 08/100 Dollars (\$507.08) per week (including the employee's contribution) for each employee effective December 31, 2023.
- (B) Five Hundred Thirty-two and 40/100 Dollars (\$532.40) per week (including the employee's contribution) for each employee effective December 29, 2024.
- (C) An amount not to exceed Five Hundred Sixty-four and 30/100 Dollars (\$564.30) per week (including the employee's contribution) for each employee effective January 4, 2026.

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.

- (C) The Chief of Police or his designee (s) can, at the Chief's discretion, draft a proposal for hiring a certain number of part time officers and/or civilians on a permanent basis. The proposal, once complete, will be submitted to the Police Department employees for their review. After providing ample time for review, revisions and/or questions, Police Department employees can be requested to vote on the proposal. The voting process shall follow the pre-established procedures for FOP related business. If approved by the Police Department employees, the proposal will become permanent, and this Article XXIII shall be amended accordingly by the parties.

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 to Officer. 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) Investigation Results.
- (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.
- (E) Notice to Department Members. Within twenty-four (24) hours or as soon as reasonably feasible of an officer being advised of an internal investigation, an email shall be sent to the Police Department members advising an internal investigation is underway and the officer being investigated. When the internal investigation is concluded and the officer has been notified, a second email shall be sent within twenty-four (24) hours or as soon as reasonably feasible to the Police Department members advising of the results of the investigation. This information will not exceed the information provided to the media or public under a public records request.

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 maintained as required by Indiana Code § 36-8-2-2.
- (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) Shift differential pay shall be in addition to and a portion of each biweekly check on a pro rata basis.
- (D) 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.
- (E) A payment in lieu of holiday pay shall be paid annually on the first pay day in November of each year.
- (F) Longevity increase shall be in addition to and a portion of each biweekly check on a pro rata basis.

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.

Except as required by Indiana Code § 36-8-2-2, 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, Investigations and Community Relations Special Officer, 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 Forty Dollars (\$40.00) 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 the Elkhart County Fair.
- (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 twenty-four (24) 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 _____, 2023.

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

Elkhart FOP Lodge 52, Inc.

Gina M. Leichty, Mayor

Curtis Weldy

Michael A. Landis, Board Member

Jared Ellison

Mary Nichols, Board Member

Sammy Johnson

Orv Myers, Board Member

Tommy Steele

Barb Swartley, Board Member

Aaron Johnson

Brian Abshire

Jacob Lambright

EXHIBIT A – Base Salaries

SWORN POLICE OFFICERS			
Position	2024*	2025*	2026*
Captain	\$77,557	\$79,884	\$82,281
Lieutenant	\$72,519	\$74,695	\$76,936
School Resource Officer**	\$72,519	\$74,695	\$76,936
Detective	\$72,519	\$74,695	\$76,936
Sergeant	\$70,471	\$72,585	\$74,763
Patrol Officer	\$68,045	\$70,086	\$72,189
Probationary Patrol Officer	\$60,386	\$62,198	\$64,064

* 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 two percent (2%) 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 Officer until the end of the officer’s probationary period.



**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: Goshen Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **TENTH STREET ROAD CLOSURE AND TEMPORARY PARKING RESTRICTION (JN: 2022-0037)**

DATE: October 9, 2023

Niblock Excavating has requested permission to close South 10th Street to through traffic from East Jackson Street to East Reynolds Street. Intersections within the closure will remain open, but flaggers may need to direct traffic at times. The road will be closed from Monday, October 16 until Tuesday, October 31. On-street parking will be restricted during this time.

Niblock Excavating is requesting this closure to complete planned tree removals in preparation for the Tenth Street Reconstruction project. A map of the closure area is attached. All local traffic, including school buses, mail delivery, and trash service will be maintained. All appropriate traffic control devices will be utilized.

Requested motion: Move to approve the closure of 10th Street from Jackson Street to Reynolds Street, from October 16 to October 31, 2023.

**APPROVED:
BOARD OF PUBLIC WORKS & SAFETY
CITY OF GOSHEN, INDIANA**

Gina Leichty, Mayor

Barb Swartley, Member

Mary Nichols, Member

Orv Myers, Member

Michael Landis, Member

10TH STREET ROAD CLOSURE

Dates: Monday, 10/16/23 - Tuesday, 10/31/23

Road closed to through traffic

Access for local residents will be maintained

No on-street parking

REYNOLDS ST

DOUGLAS ST

10TH ST

PLYMOUTH AVE

JACKSON ST

Flaggers will direct traffic, if needed



STORMWATER DEPARTMENT
CITY OF GOSHEN
204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405
Phone (574) 534-2201 • Fax (574) 533-8626
stormwater@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: City of Goshen Stormwater Board

FROM: Stormwater Department

**RE: POST-CONSTRUCTION PLAN APPROVAL
LIPPERT ICC BUILDING RELOCATION (JN: 2019-2005)**

DATE: October 9, 2023

The developer of the Lippert ICC Building Relocation project located at 3308 and 3340 Corrie Drive, has submitted a sufficient post-construction plan amendment that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management." This is the second amendment to an existing post-construction stormwater management plan that was accepted by the Stormwater Board on March 31, 2014, for the Lippert Components County Road 40 Site project (JN: 2012-2027) and the first amendment accepted by the Stormwater Board on April 16, 2018, for the Lippert Components Beamline Facility project (JN: 2017-2057).

The Stormwater Department requests the Stormwater Board's acceptance of the plan.

Full document available upon request.

Requested Motion: Accept the post-construction stormwater management plan for the Lippert ICC Building Relocation project as it has been found to meet the requirements of City Ordinance 4329.



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

TO: City of Goshen Stormwater Board

FROM: Stormwater Department

**RE: POST-CONSTRUCTION PLAN APPROVAL
LIPPERT COMPONENTS CORRIE DRIVE PARKING LOT (JN: 2018-2018)**

DATE: October 9, 2023

The developer of the Lippert Components Manufacturing, Inc. Corrie Drive Parking Lot, affecting one (1) or more acres of land and located south of at 3122 Sourwood Drive, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management."

The Stormwater Department requests the Stormwater Board's acceptance of the plan.

Full document available upon request.

Requested Motion: Accept the post-construction stormwater management plan for Lippert Components Corrie Drive Parking Lot as it has been found to meet the requirements of City Ordinance 4329.



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshenindiana.org

October 4, 2023

To: Board of Public Works and Safety
From: Don Shuler, Assistant City Attorney
Subject: Building Commissioner Order – 419 N. 5th Street, Goshen, IN

A unsafe building hearing is scheduled for the property located at 419 N. 5th Street. Attached is the Order of the City of Goshen Building Commissioner dated August 30, 2023 concerning the property. The Board of Public Works and Safety needs to conduct the hearing; affirm, rescind, or modify the Building Commissioner Order; and determine what action it will order concerning the property.

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

August 30, 2023

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: Ron Davidhizar 203 Middlebury Street Goshen, Indiana 46528	Occupant 419 N. 5th Street Goshen, Indiana 46528
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RE: Premises at 419 N. 5th Street, Goshen, Indiana 46528

You are notified as a person holding a substantial property interest in the real estate at 419 N. 5th Street, Goshen, Indiana, that the residential structure at this location (the “Building”) is in violation of the Goshen City Code as set forth below.

The Goshen Building Department first inspected the subject real estate on April 27, 2023. Violations of the Neighborhood Preservation Ordinance (Minimum Housing Ordinance) were cited. The real estate was re-inspected on June 23, 2023, July 19, 2023, and August 14, 2023, which showed no significant improvement to the Building.

The following violations of Goshen City Code Section 6, Title 3, Chapter 1 were cited by the Goshen Building Department and have not been satisfactorily repaired or remedied:

1. The electric service panel in the basement is not covered, requiring reinstallation of the cover, as required by Section 6.3.1.1(a).
2. Wall in the upstairs bedroom is damaged and in disrepair, requiring repair of the plaster and proper re-coating of the surface, as required by Section 6.3.1.1(b).
3. The Building’s foundation have gaps that require sealing with mortar (no spray foam) to make rodent proof and weathertight, as required by Section 6.3.1.1(b).
4. Ceiling in downstairs bedroom consists of loose ceiling tile and is in disrepair, requiring re-attachment of ceiling tile to prevent from falling and/or replacement of damaged ceiling tile, as required by Section 6.3.1.1(b).
5. The roof is leaking at the rear of the property, requiring repair or replacement, as required by Section 6.3.1.1(c).
6. One or more wood and metal surfaces, primarily the porches, are not maintained in good condition, with the wood support post on the front porch deteriorating, requiring repair or replacement of the damaged wood, as required by Section 6.3.1.1(g).
7. The Building’s siding and masonry joints, including the perimeter of all windows, doors, and skylights, are not in good repair nor weathertight, requiring repair as required by Section 6.3.1.1(bb).

8. The toilet room and bathroom floor surface are not constructed nor maintained to be reasonably impervious to water and thus easily kept in a clean and sanitary condition, requiring installation of appropriate floor coverings, as required by Section 6.3.1.4(b).
9. There is no smoke detector in the Building's living room and the smoke detector upstairs is outdated, requiring installation and replacement, as required by Section 6.3.1.8.

The Building and real estate is unsafe within the meaning of Indiana Code § 36-7-9-4(a)(2) and (a)(5) in that it is a fire hazard and dangerous to person or property because of the listed violations of Goshen City Code Title 6, Article 3, Chapter 1.

You are ordered to complete all necessary actions and repairs to the real estate and the Building to address the listed violations and otherwise bring the real estate and Building into compliance with Goshen City Code Title 6, Article 3, Chapter 1 by October 6, 2023.

In the event you fail to comply with this Order, the City of Goshen may take action to make the required corrections and will bill you for the costs of such work, including, the actual costs of the work performed and an amount equal to the average processing expense the City will incur in pursuing this matter. Such amounts can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment.

You are further notified that a hearing will be held before the Goshen Board of Public Works and Safety on **Monday, October 9, 2023 at 2:00 p.m. (local time)**, or soon thereafter, for the purpose of reviewing the Order of the City of Goshen Building Commissioner. This hearing will be held in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

You have the right to appear at this hearing with or without counsel, to present evidence, cross-examine opposing witnesses, and present arguments. Should you fail to appear at the time set for the hearing, the hearing will be conducted in your absence. The Goshen Board of Public Works and Safety will have the right to affirm, rescind, or modify this Order.

Indiana Code § 36-7-9-27 requires that if you transfer your interest or any portion of your interest in the unsafe premises affected by this order to another person, you must supply the other person with full information regarding this Order prior to transferring that interest or agreeing to transfer that interest. Within five (5) days after transferring or agreeing to transfer a substantial property interest in the unsafe premises, you must also supply Goshen Building Commissioner, Myron Grise, with the full name, address, and telephone number of the other person taking a substantial property interest in the unsafe building and/or premises, along with written copies of the agreement to transfer the interest or copies of the document actually transferring the interest. Mr. Grise's office is located at 204 East Jefferson Street, Goshen, Indiana 46528, or you may contact him at (574) 534-2104. Should you fail to comply with these provisions, then you may be liable to the City of Goshen for any damage that the City of Goshen may suffer in the event that judgment is entered against the City by the other person to whom the transfer was made.

This Order of the City of Goshen Building Department is issued on August ³⁰~~28~~, 2023.

City of Goshen Building Department



Myron Grise, Building Commissioner

Certificate of Service

The undersigned hereby certifies that the foregoing Order of the City of Goshen Building Commissioner for the premises at 419 N. 5th Street, Goshen, Indiana was served by sending a copy by certified mail, return receipt requested and by regular first-class mail to the last known address of the following persons to be notified on August 30, 2023:

Ronald E. Davidhizar
203 Middlebury Street
Goshen, Indiana 46528

Tenant/Occupant
419 N. 5th Street
Goshen, Indiana 46528


Donald R. Shuler, #26587-71
Assistant City Attorney
City of Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528