AGENDA
November 18, 2024

Meetings of Standing Committees
Council Conference Room
5:45PM

REGULAR MEETING OF THE MISHAWAKA COMMON COUNCIL
COUNCIL CHAMBERS/CITY HALL
6:00PM

WebEx Telephone Number:1-408-418-9388
Meeting Number (access code): 2344 321 9637
Meeting password: w77pDMQ5NJe

Livestream #1:
https://mishawaka.in.gov/government/elected-appointed-officials/common-council/

Livestream #2
https://www.facebook.com/cityofmishawaka/

Livestream #3:

www.youtube.com/@cityofmishawaka635

To connect on-line join using Microsoft Lync or Microsoft Skype for Business

Dial: **23443219637@mishawaka.webex.com**

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

4. Approval of the Minutes of the Regular Meeting of October 28, 2024

5. Petitions, Communications, Remonstrance and Memorial

Mayor’s Youth Council Presentation

Presentment of the Redevelopment Commission’s Spending Plan for 2025

6. Report of Special Committee

7. Ordinances on First Reading

P.O. No. 2024-31	Collective Bargaining Between the City and Local 364 Central Service.1-1-2025 thru 12-31-2027
P.O. NO. 2024-32	Collective Bargaining Between the City and Local 364 Sewer.1-1-2025 thru 12-31-2027
P.O. No. 2024-33	Amending Ord. No. 5898AA Establishing Designated Outdoor Refreshment Area

8. Resolutions

9. Ordinances on Second Reading

10. Privilege of the Floor – Non-Agenda Items

11. Unfinished Business

12. New Business

13. Adjournment –

This meeting will be aired via live stream:

An archived version of the livestream video can be viewed on the city of Mishawaka’s Facebook and YouTube pages,

https://www.facebook.com/cityofmishawaka/ and **www.youtube.com/@cityofmishawaka635** and on the Michiana Access TV Facebook page, **https://www.facebook.com/MichianaAccessTV**

If technology is needed to present, please advise the Clerk's Office by 4:00pm the Friday before the meeting by emailing: dblock@mishawaka.in.gov or calling 574-258-1616.

At this time, I know of no other business to come before the Council.

Deborah S. Block, IAMCA, CMO, MMC, City Clerk

The City of Mishawaka acknowledges its responsibility to comply with the Americans with Disabilities Act of 1990. In order to assist individuals with disabilities who require special services (i.e. sign interpretative services, alternative audio/visual devices, and amanuenses) for participation in or access to City sponsored public programs, services and/or meetings, the City requests that individuals make requests for these services forty-eight (48) hours ahead of the scheduled program, service and/or meeting. To make arrangements contact Susan Kile, ADA Coordinator, at (574) 258-1615.

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SCAN ME

REGULAR MEETING OF THE MISHAWAKA COMMON COUNCIL

October 28, 2024

Be it remembered that the Common Council of the City of Mishawaka, Indiana met in the Council Chambers of the New Mishawaka City Hall and via telephone on October 28, 2024, at 6:00PM. The meeting was called to order by Council President Gregg Hixenbaugh. All were asked to stand for the Pledge of Allegiance.

Members attending virtually do so by WebEx. Public that attends can participate by WebEx or observe meetings by YouTube or Facebook live. The Council meetings are also streamed live on Michiana Access on Comcast/AT&T U-verse Channel 99.

Clerk Block called the roll.

Present: Mrs. Hazen (P), Mrs. Voelker (P), Mr. Carroll (P), Mr. Banicki (P), Mr. Emmons (P), Ms. Hahn (P), Mr. Mammolenti (P), Mr. Violi (P), Mr. Hixenbaugh (P)
P: Present E: Electronically Participating A: Absent

Also Present: Mike Trippel, Council Attorney

Minutes for the Regular Meeting on October 14, 2024, were approved as received from the Clerk's Office.

Clerk Block read the following resolutions by title and opened the public hearing.

RESOLUTION R2024-21

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF MISHAWAKA, INDIANA, APPROVING A PETITION OF THE MISHAWAKA BOARD OF ZONING APPEALS FOR THE PROPERTIES LOCATED AT: 602 N. MAIN ST. AND 605 E. UNIVERSITY DR.
Use Variance to allow two cars for sale at each location – 602 N. Main St. and 605 E. University Dr.

John Catalanage, 55780 Raintree Drive Osceola, Indiana 46561, spoke in favor of **RESOLUTION R2024-21**. Mr. Catalanage stated he worked for INOVA Federal Credit Union and was representing the request for the use variance at the two branches they had cars located at, one in Mishawaka and one in Granger. Mr. Catalanage stated INOVA as an operation from time to time had repossessed vehicles from members that they looked to sell through a retail environment. Mr. Catalanage stated the request was to see if they could get two parking spots at least at each location specifically used to liquidate repossessed collateral. Mr. Catalanage stated the reason why this was important to them was credit unions were member owned, so they were nonprofit cooperative and when a member went through a very difficult time financially where they may have lost their vehicle and they would have to resell the vehicle, they still had relationships with the members so the other choice for them was they would take the cars to auto auctions and not sell them at the branch. Mr. Catalanage stated when they would sell them to an auto auction, there would be a significant difference in the value they received for the member's vehicle and sometimes, as much as 40 cents on the dollar. Mr. Catalanage stated they took vehicles that were in pretty good standing from the member and tried to sell them retail and try to get a little more money for the vehicle and then that way ultimately when they sold it, the amount of money the member owed them would be reduced and this only happened cyclical in nature. Mr. Catalanage stated at that current time, they saw their members going through a tough time with the economy, so this request would allow them to have two vehicles assigned at each location. Mr. Catalanage stated the vehicles did have some restrictions as far as signage was concerned and they worked with Ken Prince and his staff about having only 25% signage on the vehicles so that they could allow their members to save some money. Mr. Catalanage stated he could not guarantee this would be something that would happen all the time because this was cyclical, and they currently had a use for it.

Mrs. Voelker stated she happened to drive by the branch on Mishawaka Avenue often and she noticed cars had been there for some time. Mrs. Voelker asked when they started to put cars in that lot. Mr. Catalanage stated about June was when they started seeing more members going through hardship and they saw a lot more vehicles coming into inventory. Mr. Catalanage stated they also started to see the vehicles being sold below their value, so they started bringing them back and they had about ten of the vehicles that they had used at that point from a group of several hundred that they had moving through. Mr. Catalanage stated he had been moving them around for visibility between the Granger branch and Costco so people could see them. Mr. Catalanage at that point in time, they only had six that were available for sale between the four different branches and the idea was to keep them visible for the public to see them. Mr. Catalanage stated there was a QR code and you could see what vehicles were for sale and they usually sold them 10% below what the retail was on the dealership, so they were trying to give a good value to the community as well. Mr. Catalanage stated they would probably do this off and on he would say for the next year based on what the economy did. Mr. Catalanage stated if things got better, they would see less of them. Mrs. Voelker asked if he was notified by the city that he needed to have a use variance. Mr. Catalanage stated yes, and their marketing team was trying to get more visibility so they put green paper on the outside of the vehicles and the good news was they did have a higher visibility but the bad news was that was when they were notified by Code Enforcement that they needed to take a lot at the use variance and consider it for their business.

Mr. Banicki asked if he had to have an automotive dealer's license to move forward with this. Mr. Catalanage stated no, and part of the federal credit union act allowed them to buy and sell vehicles through one of their powers, powers being granted like a banking license for example. Mr. Catalanage stated they were not acting as a car dealer because they were only liquidating a small percentage of vehicles, and it was not uncommon for credit unions or banks to do that. Mr. Catalanage stated they were not doing it in a wholesale situation, and they were not planning on having more than two vehicles at one time. Mr. Catalanage stated they did not need a license, but they did need an exception with the way the zoning was to be allow them to do this. Mr. Banicki stated he was trying to figure out how it was fair and reasonable that he kind of ran a car dealership so to speak and had different rules, but obviously that was because of the credit union side of it. Mr. Catalanage stated they were not trying to compete in any way, shape, or form with car dealerships and this was strictly where they saw a couple of vehicles that could benefit their membership, because with a membership, even when a member was going through a tough time and they had to repossess or sell a vehicle, they still had relationships with them as they had to pay them over time. Mr. Catalanage stated they were trying to work through that lens to make sure they got the absolute best deal for them, but they by no means were expecting to have a large fleet of vehicles out there against car dealers. Mr. Catalanage stated this was just a way of trying to help their members and it was a very small percentage of their business. Mr. Banicki stated it sounded like they would not go to an auction or buy a car to sell them, and they would only be repossessed cars. Mr. Catalanage stated that was correct.

Mr. Mammolenti stated the new building on Mishawaka Avenue looked great and they had done a nice job with that. Mr. Mammolenti asked when he had received notification from Code Enforcement. Mr. Catalanage stated he believed it started in August when they received the notice. Mr. Mammolenti asked if they would then continue to leave the vehicles there even after they knew they needed a use variance. Mr. Catalanage stated they did call the Planning Department, and they told them that during the process, before they had made any judgement on it, they could continue to keep the vehicles there until the hearing. Mr. Mammolenti asked where the other vehicles that were in inventory that he referenced earlier were stored if they were not on the bank property. Mr. Catalanage stated a lot of them were outside of their footprint as they had members throughout the country since they were lending in 42 states. Mr. Catalanage stated the vehicles there represented vehicles that were more locally owned in Indiana and Michigan and the rest of them were all throughout the country.

Mrs. Voelker stated she happened to have accounts at Notre Dame Federal Credit Union, and she did not recall ever seeing a car on a lot at a Notre Dame Federal Credit Union. Mrs. Voelker asked if this was common practice with other credit unions or if this was a newer initiative. Mr. Catalanage stated he could not speak for Notre Dame Federal Credit Union directly, but it was not uncommon for other credit unions to do this, and he knew other ones that did it. Mr. Catalanage stated it was not uncommon for credit unions to take other vehicles or other collateral they had and try to sell them on their property.

Question was called for at 6:14PM for **RESOLUTION R2024-21 Motion passed by majority roll call vote (summary: Yes = 7 No = 2).**
Yes: Mrs. Hazen, Mrs. Voelker, Mr. Carroll, Mr. Emmons, Mr. Mammolenti, Mr. Violi, Mr. Hixenbaugh.
No: Mr. Banicki, Ms. Hahn. The resolution passed 7-2.

RESOLUTION R2024-22

A RESOLUTION APPROVING A WASTE AND RECYCLING REMOVAL CONTRACT WTH WASTE MANAGEMENT OF INDIANA, LLC
Approval of Solid Waste Removal Contract
REQUESTING AMENDMENT

The chair entertained a motion to delete the contract template that was provided to the Council and the public prior to their last council meeting entirely and substitute in a revised contract that had been distributed to the Council and the public via the Clerk's Office. Mr. Banicki moved the motion and Mr. Mammolenti seconded the motion. A voice vote was held on the motion, and it passed unanimously, thus the amendment was made, and the public hearing was once again opened.

Matthew Lentsch, Executive Director of Development and Governmental Affairs for Mishawaka, spoke in favor of **RESOLUTION R2024-22AA**. Mr. Lentsch began by thanking the Common Council, the administration, and all involved for working together in the best interest of the citizens of Mishawaka and ensuring that they had the best possible waste management services for Mishawaka residents and their promise was that no trash be left behind. Mr. Lentsch stated WM was the lowest and most responsive bidder. Mr. Lentsch stated he urged the Mishawaka Common Council to approve the agreement so that Mishawaka residents would receive reliable, comprehensive weekly services that included trash collection, recycling, and bulky waste disposal. Mr. Lentsch stated the services as outlined by WM aimed to provide convenience, maintain community, maintain cleanliness, and support sustainable waste practices. Mr. Lentsch stated residents would receive weekly trash collection ensuring regular removal of household waste and minimizing any sanitation issues. Mr. Lentsch stated WM would adhere to a clearly defined schedule with consistent pickup days allowing residents to know when to set out their trash each week. Mr. Lentsch stated WM would provide residents with sturdy, easy-to-manage containers brand new to ensure secure, sustainable, and sanitary waste disposal and one of the things that he wanted to point out was the two 96-gallon containers would be delivered in December if the agreement was approved. Mr. Lentsch stated if any customers wanted a smaller bin, they would have to contact WM and after the initial deployment, a smaller container would be brought out to them for the same price. Mr. Lentsch stated, if necessary, an extra bag would be allowed for refuse and if needed by the consumer, a second refuse container would be available for purchase for a nominal fee through WM. Mr. Lentsch stated dedicated weekly recycling services would also be provided and WM's single stream recycling allowed residents to place all recyclable materials in one container, reducing the need for sorting and making recycling more accessible. Mr. Lentsch stated secondly, items accepted like paper, cardboard, plastic, glass, and aluminum would be accepted, giving residents the opportunity to significantly reduce their household waste and support sustainable efforts. Mr. Lentsch stated WM would provide materials to help residents understand which items were recyclable and would offer tips on best practices, reducing contamination, and maximizing the city's recycling effectiveness. Mr. Lentsch stated WM's contract included options for disposing of large and bulky items such as furniture, mattresses, and appliances, making it easy for residents to dispose of the items without needing to make separate arrangements. Mr. Lentsch stated bulky waste collection would be available for residents to plan the disposal of larger items responsibly in keeping their neighborhoods clean and tiny. Mr. Lentsch stated WM would work with the city to handle items requiring special care or disposal methods ensuring environmental compliance in resident's convenience. Mr. Lentsch stated under this agreement, WM would provide dedicated customer service and residents would have access to WM's customer service for inquiries, missed pickups, or special needs, ensuring that any issues would be solved properly and effectively. Mr. Lentsch stated WM would offer digital tools that allowed residents to check schedules, set reminders, and receive push notifications on their mobile devices making waste management more convenient and transparent. Mr. Lentsch stated WM had a call center with extended hours of 8AM to 7PM and would be creating a specific website portal to link through the city website. Mr. Lentsch stated they would also be offering text messaging and email as an option for communication to their citizens. Mr. Lentsch stated he thought that the benefit of the WM partnership was environmental impact with convenient recycling services and a commitment to reducing landfill waste. Mr. Lentsch stated WM supported Mishawaka's goals for sustainability and environmental responsibility and long-term reliability. Mr. Lentsch stated WM established presence in waste management guaranteed consistency and developed dependability and gave residents peace of mind. Mr. Lentsch highlighted some amendments that were mentioned in the contract and stated the amendments were to tidy up a couple of things in the contract. Mr. Lentsch stated he added a period next to a sentence which was just a clean-up of punctuation there and second, they added into the contract that the company shall provide a quarterly summary report of complaints in order of accommodations received, which was added and highlighted. Mr. Lentsch stated there was a typo in Exhibit A under company rates year one for curbside recycling under senior residential that was in the first column under year one and it was $6.11. Mr. Lentsch also mentioned that the pricing had not included an extra dollar which was for the fee for Mishawaka Utilities Business Office to take care of the billing in statements. Mr. Lentsch stated there was also an amendment in Exhibit D under bid exceptions in yellow, it said page number and section references related to city project number STP-24-001 bid specifications, they added that to the title to make sure that people understood it related to the bid exceptions and the page number in the section. Mr. Lentsch stated as the lowest and most responsive bidder, WM would be focused on all the services as he had highlighted as well as making sure that no trash was left behind. Mr. Lentsch stated service quality would be a major focus as would be environmental responsibility and financial transparency. Mr. Lentsch stated by approving the amended agreement, the Common Council concurred that WM would provide Mishawaka residents with dependable waste management service and enhanced recycling options and be a partner that was committed to the city's growth and sustainable goals. Mr. Lentsch stated it was not just about waste management collection, it was about making sure Mishawaka remained a clean, sustainable, and vibrant place for residents to call home. Mr. Lentsch stated the transition from their current vendor to WM would be during the end of the year holidays in wintery weather that would make the transition challenging and that was just an admission. Mr. Lentsch stated if the contract were to be approved that evening, the city and their vendor would do everything they could to make the transition as smooth as possible. Mr. Lentsch thanked the Council for their thoughtful consideration.

Ms. Hahn asked if the carts were going to come fully assembled and ready for use or if there was going to be any type of light assembly needed by the residents. Mr. Lentsch stated it was his understanding that would be delivered fully assembled.

Mrs. Voelker asked for clarification if there would be a phone number for people to call along with all the digital tools. Mr. Lentsch stated yes, there would be. Mrs. Voelker thanked Mr. Lentsch for cleaning up the contract. Mr. Lentsch stated they appreciated her questions and clarifications as well as all the other inquiries from the Council and working together with the Council had been a joy, truly. Mr. Lentsch stated they wanted the best for the citizens of Mishawaka.

Mr. Hixenbaugh thanked Mr. Lentsch for the work he had done on this and thanked John Roggeman and Chris Jamrose for the work they had done on the trash and recycling contract as it was very much appreciated. Mr. Hixenbaugh asked although it was touched on at the last meeting, since they may have had some new residents participating remotely or replay, if he could touch on the change in price as he mentioned in his presentation that was embedded within the contract that the Council was being asked to approve that evening. Mr. Lentsch stated the price for combined average basic residential would be $20.69 and with the extra dollar, would be $21.69 with the combined average senior residential being $16.55 and with extra dollar, would be $17.55. Mr. Hixenbaugh asked for clarification if their residents would be paying for the next five years and 6 months, $21.69 per month if they were paying the basic residential trash and recycling rate and the seniors would pay $17.55 per month so there would not be any increase over the course of the contract. Mr. Lentsch stated that was correct. Mr. Hixenbaugh stated admittedly, that was an increase and the information he had in front of him indicated that the residential fees for the current relationship were $15.66 a month for the basic rate and $12.74 a month for the senior rate and asked if that was accurate. Mr. Lentsch stated that was correct. Mr. Hixenbaugh stated he wished that they lived in a world where they did not have to increase fees, rates, and other such charges but he did not think that was the realistic world that any of them lived in. Mr. Hixenbaugh stated he was pleased to hear about the commitment to service that WM had made, and he was optimistic that the rates they all would be paying in Mishawaka would be reflected in the service that had been promised to them. Mr. Hixenbaugh thanked him and the rest of the administration for the work they had done. Mr. Lentsch stated it was their pleasure, and this was a great partnership that they had between the Administration and the Council.

Mr. Mammolenti asked if a Mishawaka resident was a senior, how they would qualify for the senior rate. Mr. Lentsch stated they just had to be 65 years old or over. Mr. Mammolenti asked who they would have to contact. Mr. Lentsch stated Mishawaka Utilities would be who they would contact. Mr. Mammolenti asked if they did not contact them, if they would be charged the

normal rate. Mr. Lentsch stated that was correct and they would make sure that in collaboration with WM, would do an enormous amount of education.
Mr. Violi asked if on the bill it would say if the residents qualified for the senior rate. Mr. Lentsch stated absolutely, and it would be in the communicator in advance, it would be on the website, it would be on Facebook in advance, and then it would be on the bill when they received their bill.

Jim Metros, 3542 E 1300 N Wheatfield, IN, spoke in favor of **RESOLUTION R2024-22AA**. Mr. Metros stated he was the former Mayor of Crown Point and the government liaison for Republic Services, and he came tonight as a friend with a message and thanked them for the 10-year partnership they had. Mr. Metros stated he believed they lived in a world where people did not say thank you enough. Mr. Metros thanked them for all the years they allowed their company to service their citizens. Mr. Metros stated some of the WM representatives and himself had already exchanged cards out in the hall and they would work diligently with the city as well as WM to make it the smoothest transition that they could. Mr. Metros thanked them again and let them know that until the end of the year, they would do their best to provide impeccable service and work solidly with WM to make it a smooth transition.

Mr. Mammolenti thanked Mr. Lentsch, the administration, Mrs. Jamrose, Mr. Roggeman, and Mayor Wood. Mr. Mammolenti stated he knew it was a lot of hard and a lot of contractual back and forth and he appreciated all the people who submitted bids as well as Republic for their years of service.

Question was called for at 6:34PM **RESOLUTION R2024-22AA Motion passed by unanimous roll call vote (summary: Yes = 9 No = 0).**
Yes: Mrs. Hazen, Mrs. Voelker, Mr. Carroll, Mr. Banicki, Mr. Emmons, Mr. Mammolenti, Ms. Hahn, Mr. Violi, Mr. Hixenbaugh. The resolution passed 9-0.

Clerk Block read the following proposed ordinances by title and opened the public hearing.

PROPOSED ORDINANCE NO. 2024-24

AN ORDINANCE FOR APROPRIATIONS AND TAX RATE
Civil City Budget for 2025

Mr. Emmons reported the Committee of Budget & Finance recommended this proposed ordinance should be adopted. Upon a second by Mr. Banicki, the motion carried.

Mr. Hixenbaugh stated the record would reflect that pursuant to state law, the Council conducted a public hearing on the proposed Civil City Budget for 2025 at their October 14th Council meeting.

Mrs. Voelker stated one of the things she was particularly excited about was the possibility of them being creative goose control in 2025 and she was happy to help and happy to research. Mrs.

Voelker stated it was probably the number one complaint she got as a councilwoman and if there was any way they could make it better for the people, she was all for it in a humane way and a way that worked.

Mr. Hixenbaugh thanked Becky Maguire, their Controller, for her hard work as well as the department heads not only in putting together the document that was in front of them, but in those meetings and the time that was spent with them talking about financial issues and non-financial issues that were important to the efficient operation of the city. Mr. Hixenbaugh stated Mayor Wood was correct at the last meeting when he indicated that the budget was a set of priorities and it was not just dollars and cents and he agreed that it was an appropriate budget that appropriately prioritized their responsibilities particularly to public safety as was referenced at the last meeting with 55% of their budget going to public safety as it should be since it was their number one responsibility. Mr. Hixenbaugh stated he appreciated the work that went into this, the priorities embedded in it, and he appreciated the work that the Council did to partner with the administration to get them to that point.

Question was called for at 6:38PM **PROPOSED ORDINANCE NO. 2024-24 Motion passed by unanimous roll call vote (summary: Yes = 9 No = 0).**
Yes: Mrs. Hazen, Mrs. Voelker, Mr. Carroll, Mr. Banicki, Mr. Emmons, Mr. Mammolenti, Ms. Hahn, Mr. Violi, Mr. Hixenbaugh. The proposed ordinance passed 9-0, thus it became **ORDINANCE NO. 5904**.

PROPOSED ORDINANCE NO. 2024-25

AN ORDINANCE AMENDING CHAPTER 137 OF THE MUNICIPAL CODE OF THE CITY OF MISHAWAKA, INDIANA, AS FROM TIME TO TIME AMENDED, COMMONLY KNOWN AS "THE ZONING ORDINANCE" OF THE CITY OF MISHAWAKA, INDIANA
Rezone from C-1 General Commercial to R-3 Multi-Family Residential for a 4-Unit Apartment Building – 3728 Lincolnway East

Mr. Mammolenti reported the Committee of Land Use Planning recommended this proposed ordinance should be adopted. Upon a second by Mr. Banicki, the motion carried.

John Piraccini, 633 Windy Cove Court, spoke in favor of **PROPOSED ORDINANCE NO. 2024-25**. Mr. Piraccini stated he was representing the family who owned the property and Evan Forslund, the buyer, would say a few words afterwards as well. Mr. Piraccini stated this was a commercially zoned site that was a former daycare for 25 to 30 years there on Lincolnway by Twin Branch Park. Mr. Piraccini stated they had had it for sale for about two and a half years and the owner had retired from the daycare business. Mr. Piraccini stated licensing had gotten tougher with the new policies in Indiana for daycares, so they had a lot of people look at it, but they could not get it turned over back to a daycare, because of the cost of the improvements that it would have to undergo. Mr. Piraccini gave the Council some background on the site and stated that they used to have 35 to 50 kids there so that was quite a bit of traffic through the week versus what they were going to see there. Mr. Piraccini stated the tenants lived upstairs until they moved out with apartments being upstairs currently and the downstairs was strictly a daycare. Mr. Piraccini stated if you looked at the photos, the first showed a picture of it and the second showed the parking in the back and there was quite a bit of parking back behind the building for four units. Mr. Piraccini stated he reached out to Councilwoman Hazen originally to try to get ahead of it and talked to Evan to make sure if he had any issues with the neighbors or anything like that. Mr. Piraccini stated they went to the Plan Commission and had no issues, so he asked for their support and if they had any questions, he or Evan could answer them. Mr. Piraccini stated Mr. Forslund would be keeping the property in his possession and he was not going to flip it.

Ms. Hahn stated he mentioned that the owners were living upstairs but they had also already been using it as a multi-family unit because they had other tenants up there as well and asked if that was correct. Mr. Piraccini stated they had lived up there originally with the business and then they moved away and rented it out and it probably had been up there for four to five years, but they rented it out as apartments at the time and ran their business below. Ms. Hahn asked if Mr. Forslund had purchased it or was in the process of purchasing it. Mr. Piraccini stated it had not been purchased yet and usually that did not happen until the zoning was done, so they could use it for what he wanted it for. Ms. Hahn stated she was familiar with the building as she drove by it two to three times a day taking her son to school and asked if it was not going to be zoned multi-family, what were some other uses that couple be applied to it. Mr. Piraccini stated it would remain zoned commercial, but it was not conducive for that use currently and it did not get the activity they thought it would when they put it out for sale as commercial. Mr. Piraccini stated the building was not feasible for a business. Ms. Hahn asked how many units he thought it would encompass. Mr. Piraccini stated it would just four units with two units upstairs and two units downstairs.

Evan Forslund, 1650 South Bend Avenue, spoke in favor of **PROPOSED ORDINANCE NO. 2024-25**. Mr. Forslund stated upstairs, as Mr. Piraccini mentioned, it was already residential and there was some tidying up to do. Mr. Forslund stated there was someone living up there currently, but they were going to have to renovate it with flooring and painting and downstairs, there was a big addition on the building and it was about 4,500 square feet and each unit was going to be around 1,000 square feet and to separate the daycare into two units, the only thing that needed to be done was walling off two doorways because there was two separate foundations, which was a relatively simple construction.

Mr. Mammolenti asked if each of the four units would be accessible from outdoors or if they would be entering one hallway and then have access and how he saw that. Mr. Forslund stated in the downstairs unit, there were four exterior doors, and each unit would have two exterior doors to exit and enter and with the upstairs, there were stairs on the outside you could walk up and then there was going to be two doorways to enter. Mr. Forslund stated there would be no shared spaces anywhere.

Ms. Hahn asked if the units would be one-bedroom, two-bedroom, or studios. Mr. Forslund stated they would be two-bedroom units. Ms. Hahn asked if he had any idea what he would be charging for rent on the units. Mr. Forslund stated around $1,500 probably. Ms. Hahn asked if he was going to be the property manager and interview tenants, do credit checks, and things of that nature. Mr. Forslund stated he took care of his properties himself, and he did not have property managers. Ms. Hahn asked if he had other rental units he managed as well. Mr. Forslund stated he did.

Mr. Emmons asked with the rehabbing of the facility how long he thought it was going to take for him to change it into four units. Mr. Forslund stated he had four people who worked for him full time and he also helped with the construction when he could, so it would take about two months. Mr. Emmons appreciated his endeavor to redo the building and wished him well.

Mrs. Voelker asked if the parking was all at the back of the building and if it would all be accessible from the alley. Mr. Forslund stated there was a drive off Lincolnway that went through to the back that was narrow. Mrs. Voelker stated to take a building that had been sitting there for a while and not producing much and deteriorating, she appreciated him taking the risk on it and if it passed, she wished him luck.

Mr. Emmons asked what his plans were for the playground outside that was utilized for the daycare and if he was going to redevelop that area. Mr. Forslund stated his plan was to keep it the way it was as some of his tenants had kids and it would be a good place for their kids to play and there was a pavilion with a picnic area back there too. Mr. Forslund stated there were about ten parking spots in total there right now and if he ever needed more, even though he did not think he would, he could always turn the playground into more parking spaces. Mr. Emmons asked what size the playground area was roughly. Mr. Forslund stated 30 feet by 30 feet.

Mr. Hixenbaugh stated he often drove by the building just about every day as well, so he was excited to see some new life breathed into it. Mr. Hixenbaugh stated he liked everything he had heard, and he had a lot of confidence based on his track record of being a very responsible property owner in the community that this would work out. Mr. Hixenbaugh stated the house directly to the east was close to this property and asked if he could make sure that he keeps a really close eye on what was going on so that this did not become a problem for that homeowner he would appreciate that. Mr. Hixenbaugh stated other than that, he wished him well and thanked him for his investment in the property.

Question was called for at 6:51PM **PROPOSED ORDINANCE NO. 2024-25 Motion passed by unanimous roll call vote (summary: Yes = 9 No = 0).**
Yes: Mrs. Hazen, Mrs. Voelker, Mr. Carroll, Mr. Banicki, Mr. Emmons, Mr. Mammolenti, Ms. Hahn, Mr. Violi, Mr. Hixenbaugh. The proposed ordinance passed 9-0, thus it became **ORDINANCE NO. 5905**.

PROPOSED ORDINANCE NO. 2024-26

AN ORDINANCE DECLARING AN EMERGENCY AND TRANSFER OF REAPPROPRIATING FUNDS WITHIN THE BUDGET ADOPTED FOR THE CALENDAR YEAR ENDING DECEMBER 31, 2024

Funds of Transfer: From: City Clerk – Other Services and Charges; 1101-03-431-04 Professional Service - $4,000.00 To: City Clerk – Supplies and Office Supplies; 1101-03-421-90 Office Supplies - $4,000.00

Mr. Emmons reported the Committee of Budget & Finance recommended this proposed ordinance should be adopted. Upon a second by Mr. Banicki, the motion carried.

Debbie Block, Mishawaka City Clerk 100 Lincolnway West, spoke in favor **of PROPOSED ORDINANCE NO. 2024-26**. Clerk Block stated they were looking to get printers in the City Clerk's Office. Clerk Block stated they had a couple of printers in the past and they were very old and not working any longer. Clerk Block stated they did have a copy machine that was a printer, but with the new big office they had, it would be nice to have better operating printers.

Question was called for at 6:54PM **PROPOSED ORDINANCE NO. 2024-26 Motion passed by unanimous roll call vote (summary: Yes = 9 No = 0).**
Yes: Mrs. Hazen, Mrs. Voelker, Mr. Carroll, Mr. Banicki, Mr. Emmons, Mr. Mammolenti, Ms. Hahn, Mr. Violi, Mr. Hixenbaugh. The proposed ordinance passed 9-0, thus it became **ORDINANCE NO. 5906**.

PROPOSED ORDINANCE NO. 2024-27

AN ORDINANCE FIXING THE SALARIES OF ALL EMPLOYEES OF THE CITY OF MISHAWAKA EXCEPT ELECTED OFFICIALS, SWORN PUBLIC SAFETY, MISHAWAKA PARK DEPARTMENT, AND MISHAWAKA UTILITIES FOR THE CITY OF MISHAWAKA, INDIANA FOR THE YEAR BEGINNING JANUARY 1, 2025
Civil City Employee Salary for 2025
REQUESTING AMENDMENT

The chair entertained a motion to amend **PROPOSED ORDINANCE NO. 2024-27** as was reflected in the revised version of the ordinance that was distributed to the Council electronically as part of their packet. Mrs. Voelker moved the motion and Mr. Banicki second the motion, thus a voice vote was held on the motion. The motion passed unanimously, and the public hearing was opened.

Mr. Violi reported the Committee of Budget & Finance recommended this proposed ordinance should be adopted. Upon a second by Mr. Banicki, the motion carried.

Mayor Dave Wood spoke in favor of **PROPOSED ORDINANCE NO. 2024-27AA.** Mayor Wood began by thanked the Council for their support of the Civil City Budget earlier that evening and it did, as President Hixenbaugh mentioned, outline their priorities which included public safety at the top, but the biggest part of their Civil City Budget was always their people who worked for them who provided the essential services. Mayor Wood stated roughly 75% of their budget was personnel related, and this covered the personnel aspect of the budget. Mayor Wood stated as they did from year to year, they looked at what the market bared for certain positions and certain departments, and they tried to adjust where needed where they might have struggled to hire people or to fill empty spots. Mayor Wood stated they tinkered around the edges of it every year to adjust and in the past, they made such adjustments in other line items for the police department or utility line adjustment or if they had to adjust IT based on specific issues at the time. Mayor Wood stated that year they had also requested some adjustments and tried to be responsive to the concerns and thoughts of the Council as well. Mayor Wood stated their biggest area of adjustment was at the department level position. Mayor Wood stated over time, they had always strived from the bottom up to improve salary. Mayor Wood stated they had always given raises or at least he had always requested them and sometimes in making the adjustments, they went to the staff members at the lower end of the scale and created a gap, so that year they wanted to address some of the gaps at the higher end of the pay scale. Mayor Wood stated they came up with a tiered system of compensation at the department manager level. Mayor Wood stated they were asking that they look at those in a way that was commensurate with duties, responsibilities, and personnel management. Mayor Wood stated they were asking for market increases for the department managers across the board and were also asking for some other market increases based on additional responsibilities or the need to be competitive in the marketplace. Mayor Wood stated they would be starting with the Controller's Office and were asking for market increases plus a 3.5% increase as well and noted that the Controller's Office was dealing with many more responsibilities those days, managing more funds, managing more bonds, managing a bigger budget, and having more audits. Mayor Wood stated they really had stepped up and if they had to replace anybody in their Controller's Department it would be very difficult. Mayor Wood stated they were also looking at some assistant level management positions specifically over at Central Services and they were looking at they were comparing that department with other organizations. Mayor Wood stated they were requesting an increase out of the ordinary above the typical 3.5% increase across the board to do a market-based increase with the assistants at Central Services, the Office Administrator and the Office Manager. Mayor Wood stated they were requesting not only a 3.5% wage increase, but an additional $500 for the staff members at Central Services in recognition of the additional responsibility that they were throwing at the guys there every day. Mayor Wood stated he got compliments all the time about how clean Mishawaka was and these were the folks who did a lot of work to make that happen. Mayor Wood stated Mishawaka stood apart as far as the services they provided were concerned, such as snowplowing and picking up leaves and he knew that was kind of an arrogant statement, but he believed it to be true. Mayor Wood stated in their part time positions, sometimes they did a percentage increase, but it was a slight increase and not a monetary increase, so they added a couple of those, and the amendment covered the assistant in his office. Mayor Wood stated when they thought about market conditions, that was one where the market was saying they should pay somebody more than they were, and they were always looking to make sure they were competitive but, in this case, it was a political appointment, and they would be working at the pleasure, leisure, and convenience of the mayor. Mayor Wood stated that that was where if you were in a similar position and wanted to make an internal move to that position, he would get maybe a little extra security and that was a consideration there, as well as when looking at some of the job descriptions and adding some additional duties to that. Mayor Wood stated he was happy to entertain any questions they had.

Mr. Hixenbaugh thanked Mayor Wood for the work that went into this and agreed with him that on multiple occasions they were fortunate to have high-quality public servants in all their positions and as they continued to make investments in their facilities and equipment and the training, to invest in the people was equally if not more so important. Mr. Hixenbaugh stated he appreciated his philosophy that went into this and the adjustments that were being made to capture those market outliners. Mr. Hixenbaugh stated he was certainly in favor of this and appreciated the work that he, the Controller, and everyone else did to bring it to the Council.

Question was called for at 7:05PM **PROPOSED ORDINANCE NO. 2024-27 Motion passed by unanimous roll call vote (summary: Yes = 9 No = 0).**
Yes: Mrs. Hazen, Mrs. Voelker, Mr. Carroll, Mr. Banicki, Mr. Emmons, Mr. Mammolenti, Ms. Hahn, Mr. Violi, Mr. Hixenbaugh. The proposed ordinance passed 9-0, thus it became **ORDINANCE NO. 5907**.

PROPOSED ORDINANCE NO. 2024-28

AN ORDINANCE FIXING THE SALARIES OF CERTAIN ELECTED OFFICIALS OF THE CITY OF MISHAWAKA FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2025
Elected Officials Salary for 2025

Mr. Violi reported the Committee of Budget & Finance recommended this proposed ordinance should be adopted. Upon a second by Mr. Banicki, the motion carried.

Mayor Wood spoke in favor of **PROPOSED ORDINANCE NO. 2024-28**. Mayor Wood stated as he mentioned, they were doing a 3.5% raise increase for their staff members across the board with several outliers and all the elected officials fell under the outlier group that year. Mayor Wood stated when they looked at compensation, it had gone to everyone except for elected officials and when they did things like COVID stipends and COVID bonuses, they went to everyone except the elected officials. Mayor Wood stated there were wild rumors out there that they heard from time to time that elected officials, and the mayor in particular got a cut of the bonds, or they got a percentage of the development, and he could categorically say that that was not true. Mayor Wood stated the compensation they got was what passed there at the Council level and what was advertised and made its way into the paper. Mayor Wood stated over time, those numbers had fallen behind what other communities, especially communities their size, had in place. Mayor Wood stated they all ran a complex organization and had them put into a complex organization and they had over 500 full-time equivalent employees. Mayor Wood stated they managed a large budget in addition which separated them and made them unique from communities their size and communities that were much bigger. Mayor Wood stated they had a wholly owned utility that they managed and so, they bared a lot of responsibility and frankly all of the responsibility for the complex organization and so they had looked around at what other areas were paying, and he was requesting raises for all of their elected officials. Mayor Wood stated with the Clerk's salary, they were looking to move it up to $75,000, the Council would be set at $20,000 and for the mayor, while not a raise from the civil city budget, what he was requesting and what he would need to have played out through approval of the utilities budget was a utility stipend of $25,000. Mayor Wood stated with the utility, he had taken over much more oversight of the utility and bared a lot of the responsibility of all the decision making at the utility and the utility paid for salaries of some of their staff including some HR, some accounting, and some others but it did not really come into play in his situation. Mayor Wood stated when you looked at communities around them that were their size or even smaller, they were very competitive. Mayor Wood stated the South Bend mayor's salary was $122,990, the South Bend Clerk made $81,769, and the Council made $21,960 and those were all before raises for the following year. Mayor Wood stated Elkhart's mayor made $122,174, the Elkhart Clerk made $81,000 and their Council made $20,164 pre raise. Mayor Wood stated Goshen, a community much smaller than Mishawaka, their mayor made $105,638 with the possibility of $5,000 longevity, the Clerk Treasurer made $80,522 and the Council made $16,878.22 pre raises. Mayor Wood stated they thought that the salaries that he was proposing matched very well with the salaries of neighboring communities. Mayor Wood stated he was also proposing some minor adjustments to the specialty pays, specifically in the Clerk's Office with four of them, three he was requesting an increase in and one new one. Mayor Wood stated he was also requesting a $2,000 stipend for the Council President in recognition of the additional duties that the Council President did over and beyond the typical duties of a councilmember. Mayor Wood stated this was a common practice and was deployed by governmental bodies such as St. Joe County who just passed one a couple of years ago. Mayor Wood stated they had resisted making such increases going way back to the Beutter administration and in the 25 years that he had been involved in this government, they had always resisted doing it. Mayor Wood stated now, they were seriously falling behind to the point where when he looked at what the pay of all their civil city employees was, he was way down the list. Mayor Wood stated many of their electric lineman, most of them or probably all of them, much of their public safety and a few other employees made more than the person running the city. Mayor Wood stated this was an attempt to adjust that without being overly aggressive to get them in line with what some of their peers are doing.

Mr. Hixenbaugh appreciated the mayor's leadership on this.

Question was called for at 7:14PM **PROPOSED ORDINANCE NO. 2024-28 Motion passed by unanimous roll call vote (summary: Yes = 9 No = 0).**
Yes: Mrs. Hazen, Mrs. Voelker, Mr. Carroll, Mr. Banicki, Mr. Emmons, Mr. Mammolenti, Ms. Hahn, Mr. Violi, Mr. Hixenbaugh. The proposed ordinance passed 9-0, thus it became **ORDINANCE NO. 5908**.

PROPOSED ORDINANCE NO. 2024-29

AN ORDINANCE FIXING THE SALARIES OF ALL SWORN POLICE EMPLOYEES OF THE CITY OF MISHAWAKA, INDIANA FOR THE YEAR BEGINNING JANUARY 1, 2025
All Sworn Police Employees Salary for 2025

Mrs. Voelker reported the Committee of Budget & Finance recommended this proposed ordinance should be adopted. Upon a second by Mr. Banicki, the motion carried.

Mayor Wood spoke in favor of **PROPOSED ORDINANCE NO. 2024-29**. Mayor Wood stated this was their salary ordinance on the Police side of things and the ordinance was bound by their collective bargaining agreement, which they were entering the second year of and they were bounded by contract to do a pay increase where first class officer would go up $1,000 and it would take them to the $90,000 base salary which was among the highest if not the highest in the state of Indiana. Mayor Wood stated it was something they were very proud to have negotiated working with their FOP, working with the Council, and working between the administration last year and this just followed the first step, which was last year, and this was the second step. Mayor Wood stated their civilians, who were not covered under collective bargaining agreement, were covered under the Civil City Salary Ordinance, and they were requesting a standard 3.5 % increase in which the ordinance had already passed.

Rich Freeman, President of Fraternal Order Police Lodge 91, spoke in favor of **PROPOSED ORDINANCE NO. 2024-29**. President Freeman thanked the Council and stated they were about 11 months into a massive overhaul in the staffing that they had done just with pay structure in general and with the working hours they had done, and it had performed exactly how they had predicted. President Freeman stated some of the priorities were obviously putting more police officers on the road and they reduced overtime dramatically. President Freeman stated he knew that the administration was working diligently to get the staffing numbers that they had wanted, and this pay was crucial, and he thought that had all been working well too. President Freeman stated they had a new administration, and he had looked forward to working with all of them and this was a positive thing all the way around. President Freeman stated he appreciated the conversation and looked forward to looking at the details next year and coming up with other ways to improve. President Freeman stated he looked forward to continuing the conversations.

Mr. Mammolenti thanked President Freeman and all his folks that sat on the wage committee. Mr. Mammolenti stated he enjoyed the process as he had in the past and thanked them all for their professionalism and for all the great work that they did daily to keep their entire community safe.

Mrs. Voelker stated she read the crash reports and the police press log quite often and one of the things she noticed was that she believed they were pulling over more people and that was her impression, but she just wanted to thank him. Mrs. Voelker asked that he pass her thanks on to his fellow officers because they worked so hard and did a really great job and there were a couple of officers that were very punctual in their reports. President Freeman thanked Mrs. Voelker for that and stated staffing has helped them with proactiveness and had allowed them to make better reports and had more officers on the road. President Freeman stated they also worked with the Council to amend their administrative restrictions on pursuits and whatnot and anyone who got pulled over had the options to either stop or flee and they wanted to obviously sway that and so being able to enforce the law in a way that it was written to state and federal laws was beneficial to everybody.

Mr. Hixenbaugh reiterated his thanks to him and his team for a second year of productive negotiations. Mr. Hixenbaugh stated they were collectively heading in the right direction, and he appreciated what Mr. Freeman and those who he represented brought to the table every day, but the spirit that they brought into the room when they were all together and dealing with at that time with difficult issues was much appreciated.

Mr. Hixenbaugh acknowledged the great work both regarding the police negotiations and the fire department negotiations that their administrative representatives Mr. Roggeman and Mrs. Maguire did. Mr. Hixenbaugh stated he knew Becky enjoyed the collective bargaining process more than she could say but she always provided valuable assistance to them during the process, and he also wanted to acknowledge the hard work and the diligent work that Mr. Violi, Mr. Mammolenti, and Mrs. Hahn did from the Council standpoint. Mr. Hixenbaugh stated it was a productive round of negotiations with the FOP, setting the stage for yet another round of negotiations next year.

Question was called for at 7:23PM **PROPOSED ORDINANCE NO. 2024-29 Motion passed by unanimous roll call vote (summary: Yes = 9 No = 0).**
Yes: Mrs. Hazen, Mrs. Voelker, Mr. Carroll, Mr. Banicki, Mr. Emmons, Mr. Mammolenti, Ms. Hahn, Mr. Violi, Mr. Hixenbaugh. The proposed ordinance passed 9-0, thus it became **ORDINANCE NO. 5909**.

PROPOSED ORDINANCE NO. 2024-30

AN ORDINANCE FIXING THE SALARIES OF ALL SWORN FIRE EMPLOYEES OF THE CITY OF MISHAWAKA, INDIANA FOR THE YEAR BEGINNING JANUARY 1, 2025

All Sworn Fire Employees Salary for 2025

Mr. Hixenbaugh stated they had a requested amendment pursuant to the revised ordinance that was distributed to the Council and the public as part of the Council packet. The chair entertained a motion to amend the proposed ordinance accordingly. Mr. Banicki moved the motion and Mr.

Mammolenti seconded the motion and there was a voice vote. The amendment passed unanimously.

Mrs. Voelker reported the Committee of Budget & Finance recommended this proposed ordinance should be adopted. Upon a second by Mr. Banicki, the motion carried.

Mayor Wood spoke in favor of **PROPOSED ORDINANCE NO. 2024-30**. Mayor Wood stated when you thought about all their salaries, public safety was by far the biggest when it came to the actual number of employees and their biggest employee group was the Mishawaka Fire Department and that was what this covered that evening with their collective bargaining agreement that they had just reached and had recently been ratified by membership. Mayor Wood stated it still had not made its way to the Board of Public Works and Safety yet or the Council, but it was progressing towards that. Mayor Wood stated in that collective bargaining agreement, they had negotiated a 13% raise to the base salary of a first-class firefighter which would take them from about $71,163 to $80,413. Mayor Wood stated that was probably the biggest expenditure in their budget that year and when you thought about the number of employees they had, that right there was a significant number in next year's budget. Mayor Wood stated they also had the amended part of the ordinance that was just to clean up some definitions of some positions which were Advanced EMT Paramedic, Lead Paramedic, EMT Paramedic, and Supervising Paramedic. Mayor Wood stated they were striving to be among the best paid around as far as public safety was concerned. Mayor Wood stated they wanted to be the highest pay because they simply wanted the best people working for their citizens and that was what it came down to. Mayor Wood stated they strived to provide the highest level of service that they possibly could, and he mentioned earlier that they were a clean city, but they were absolutely a safe city because of their public safety and the service that they provided which they all saw they provided and risked their lives to provide. Mayor Wood stated in performing those duties, they wanted to make sure that they were able to hire people but also hired the best talent that they could find and negotiating this contract with the 13% raise and another 4.5% raise coming in the next year, he thought that put them in a very good position down at the Mishawaka Fire Department with personnel, salary, benefits, training, equipment, and a pretty nice and new firehouse as well. Mayor Wood stated he thought their investment in public safety was all encompassing.

Ben Higgins, Vice President of Local 360, spoke in favor of **PROPOSED ORDINANCE NO. 2024-30**. Vice President Higgins stated on behalf of the members of the IAFF Local 360, that they were in favor of the proposed ordinance. Vice President Higgins stated they were truly grateful for the two-year wage package that they had earned which reflected the hard work and dedication of their members to the citizens of Mishawaka and their guests. Vice President Higgins extended their sincere thanks to the City Council and their team, President Hixenbaugh, Lacy Hahn, Matt Mammolenti, and Tony Violi. Vice President Higgins stated their support had been invaluable and they had appreciated the entire Council's commitment. Vice President Higgins stated they also wanted to thank Mayor Wood and the administration including John Roggeman for their efforts and a special thanks to Becky Maguire who listened to their needs and played a crucial role in helping them achieve the wage package. Vice President Higgins thanked Chief Woodward and staff for their ongoing support and most importantly, they recognized their own team President Hyatt, Treasurer Poncellor, Secretary Sotello, and their wage team members, Anthony Tomlinson, Dave Vincent, and Andrew Lauver. Vice President Hyatt stated the countless hours spent on research, preparation, and negotiation had not gone unnoticed and Local 360 was deeply thankful.

Mr. Mammolenti thanked Vice President Higgins for coming that evening and wanted to publicly thank President Hyatt, himself, and the rest of the team for a very long but very professional negotiating session and thanked him for what they did daily.

Mr. Mammolenti stated he was the Chairman of the Wage Committee for both Police and Fire, but he could not have done it without a fantastic team with Mr. Violi and Ms. Hahn, but President Hixenbaugh really played a vital role and his past human resources expertise, and his legal expertise really came into play and was a true benefit from a Council standpoint. Mr. Mammolenti stated he did a lot of extra work outside of the meetings in preparation as well, so he wanted to thank their team and President Hixenbaugh, and that team expanded even further with Mr. Roggeman and Mrs. Maguire as well. Mr. Mammolenti thanked them for coming to the meetings and stated he knew they were extremely long at times, but he thought both teams were headed in the right direction and came up with a positive outcome. Mr. Mammolenti stated he had been on the committee for several years and some years it had been extremely tough, and they were not able to provide the raises those folks deserved but he was extremely proud of the work their group had done in the last couple of years as they provided historic raises. Mr. Mammolenti publicly thanked all that were involved.

Mr. Hixenbaugh echoed Mr. Mammolenti's comments and thanked all involved as well as their partners from Local 360. Mr. Hixenbaugh stated over the course of going on a year and a half, they had spoken on multiple occasions in the chambers about the historic investment that they had made in Mishawaka in public safety regarding the police department and they heard that evening once again how that was paying dividends. Mr. Hixenbaugh stated he did not think it was overstating the case that they now had made a historic investment in fire services in Mishawaka, and he was confident they would pay those same type of dividends as they moved forward. Mr. Hixenbaugh stated it had truly been a group effort, and it had been, in his opinion, more about problem solving than it had been in more traditional collective bargaining, and he thought that they saw the benefit of that in the outcome both regarding the police department and the fire department. Mr. Hixenbaugh stated it was not to say that they did not have work to do in the future, but they had taken a significant step forward regarding both departments and in this instance with this ordinance, regarding the fire department. Mr. Hixenbaugh also acknowledged and thanked the mayor for his willingness to partner with the Council in a different way of bargaining over the past couple of years and he thought that this validated the decision the Council and the administration made to work even more closely together throughout the process and these types of outcomes gave him great confidence that as they continued to work in the future that they would continue to enjoy success with regard to the outcome of both these

processes. Mr. Hixenbaugh thanked everybody involved for the hard work that went into making a historic investment in public safety in Mishawaka.
Question was called for at 7:35PM **PROPOSED ORDINANCE NO. 2024-30 Motion passed by unanimous roll call vote (summary: Yes = 9 No = 0).**
Yes: Mrs. Hazen, Mrs. Voelker, Mr. Carroll, Mr. Banicki, Mr. Emmons, Mr. Mammolenti, Ms. Hahn, Mr. Violi, Mr. Hixenbaugh. The proposed ordinance passed 9-0, thus it became **ORDINANCE NO. 5910**.

NEW BUSINESS

Mr. Carroll announced that they were starting a District 2 Community Meeting and Neighborhood Watch. Mr. Carroll stated this would be held on the second Thursday of each month and Blair Hills was nice enough to host them in their Common Room. Mr. Carroll stated their first meeting would be November 14th and if there was anybody listening in who was interested in being a watch captain within District 2, let him know.

ADJOURNMENT 7:36PM

Deborah S. Block /s/	Gregg A. Hixenbaugh /s/
Deborah S. Block, IAMC, MMC, City Clerk	Gregg A. Hixenbaugh, President

These minutes are a summary of actions taken at the Mishawaka Common Council meeting. The full video archive of the meeting is available for viewing at www.youtube.com/@cityofmishawaka635 for as long as this media is supported.

CITY OF MISHAWAKA

DAVID A. WOOD, MAYOR

DEPARTMENT OF FINANCE
Rebecca S. Maguire, Controller
Kayla Yoder, Deputy Controller

Date: November 15, 2024

To: Honorable Mayor Dave Wood
Honorable Members of the Common Council

From: Rebecca Maguire

Re: **Annual Spending Plan of the City of Mishawaka Redevelopment Commission for 2025 for presentment**

Indiana Code 36-7-14-12.7 states that:

Sec. 12.7. (a) Not later than December 1 each year, the redevelopment commissioners shall file with the department of local government finance and with the unit's executive and fiscal body a report setting out a spending plan for the next calendar year describing planned expenditures. The spending plan must be filed in the manner prescribed by the department of local government finance.

This plan was created using Ken's previously presented capital plan and recent updates. The report will be uploaded to Gateway.

c: Ken Prince – Executive Director RDC

City Hall • 100 Lincolnway West • Mishawaka, IN 46544
Phone: (574) 258-1622 • Fax: (574) 258-1724 • www.mishawaka.in.gov

City of Mishawaka
Redevelopment Commission
Annual Spending Plan
for Calendar Year 2025

To: Indiana Department of Local Government Finance
Honorable Mayor Dave Wood
Honorable Common Council

From: Ken Prince, Redevelopment Commission Executive Director

2025 RDC Spending Plan

Per IC 36-7-14-12.7

A. Debt Payments

Tax Increment Revenue Bonds of 2015 - Battell Center	$53,300
Lease Rental Revenue Bonds of 2021 - Stimulus	$5,083,500
Lease Rental Revenue Bonds of 2023 - Fieldhouse	$480,000
Tax Increment Revenue Bonds of 2023 - Ironworks Phase II	$50,000
Total Debt Payments	$5,666,800

B. Payments to Eligible Entities for Educational and Training Programs

None	$0
Total for Educ./Training Programs	$0

C. Capital Expenditures Contemplated by the Economic Development Plans or Redevelopment Plans, as amended

Downtown	$2,350,000
Key projects:	
Ironworks Plaza	
City Hall	
Road Widening/Transportation Enhancements	$2,900,000
Key projects:	
Veteran's Parkway Extension	
Union Street Engineering and Property Acquisition	
12th Street Phase 3B Widening	
McKinley Ave Widening Ph 1	
Parks/Public Art/Lighting	$2,400,000
Key projects:	
Battell Park	
Kamm Island Pavilion	
Crawford Park Improvements	
Normain Park Improvements	
Riverwalk/Trail Projects	$1,150,000
Key projects:	
Cedar Street Bridge Match	
West Street Connector	
Riverwalk Cedar to Race Street	
Riverwalk Restoration	
Building Projects	$2,200,000
Key projects:	
Fire Station #2	
Dodge Foundry Environmental/Demo	

Misc projects/contingency	$500,000
Total Capital Expenditures	$11,500,000

D. Grants and Contributions

To Local Economic Dev. Organizations	$0
To Local Non-Profit Orgs.	$0
Grants/loans to eligible low-income families for purchase or lease	$0
Grants/loans to neighborhood development corps.	$0
Other legally permitted grants/loans:	$0
Totals Grants/Contr.	$0

E. Professional Expenses

CSO Design/Consulting	$275,000
Financial/Attorney Consulting	$200,000
Acquisition/Demolition	$500,000
Misc costs redevelopment properties	$100,000
Misc professional expenses	$100,000
Total Professional Expenses	$1,175,000

F. Capital and Operating Expenses for Police and Fire Services

none	$0
Total Police and Fire	$0

G. Payment of Operating Expenses (non-TIF)

Annual Wastewater Commitment	$2,760,000
Total Operating Expenses	$2,760,000

H. Expenditures Related to Miltary Bases

None	$0
Total Military Bases	$0

I. Payments Related to Eligible Efficiency Programs

None	$0
Total Efficiency Programs	$0

J. Permissible Reimbursements for Employee Training Expenses of Industrial Facilities

None	$0
Total Employee Training for Indust.	$0

K. Permissible Reimbursements of the City of Mishawaka

Reimbursements	$0
Total Reimbursements	$0

L. Expenditures from Proceeds of Bonds, Lease Financings or Tax Anticipation Warrants

None	$0
Total Expenditures from Bond Proceeds	$0

M. Expenditures from Property Tax Levy

None	$0
Total Expenditures from Tax Levy	$0

N. Expenditures from State/Fed. Grants or Loans, Foundation Grants or Loans, or funds provided to RDC from Other Political Subdivisions

State Grants/Loans	$0
Federal Grants/Loans	$0
Foundation Grants/Loans	$0
Other funds	$0
Total Grants/Loans	$0

O. Other Anticipated Expenditures

None	$0
Total Other Expenditures	$0

TOTAL OF A through O	**$21,101,800**

PROPOSED ORDINANCE NO. 2024-31

ORDINANCE NO. _______

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF MISHAWAKA AND THE EMPLOYEES OF THE CENTRAL SERVICE DEPARTMENT, REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL NO. 364

WHEREAS, the contract negotiating committees for the City of Mishawaka, Indiana and the International Brotherhood of Teamsters Local No. 364 have mutually reached an agreement on amendments to the Collective Bargaining Agreement expiring the 31st day of December 2024; and

WHEREAS, the members of the International Brotherhood of Teamsters Local No. 364 have ratified the new Collective Bargaining Agreement and the governing body of said Association has executed the new Agreement on their behalf; and

WHEREAS, on the 4th day of November, 2024, the City of Mishawaka, Indiana, acting by and through its Board of Public Works & Safety, approved the new Collective Bargaining Agreement with the International Brotherhood of Teamsters Local No. 364 and the Mishawaka Common Council approved the contract by passing Ordinance 5768 on December 20, 2021. This Ordinance replaces Ordinance 5768 with corrections.

WHEREAS, Ordinance No. 1666 requires all Corrections to the Collective Bargaining Agreements to be approved by the Common Council of the City of Mishawaka.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF MISHAWAKA, INDIANA, THAT:

Section 1. The Correction to the Collective Bargaining Agreement executed the 4th day of November, 2024, effective January 1, 2025, between the Board of Public Works & Safety of the City of Mishawka, Indiana and the International Brotherhood of Teamsters Local No. 364 and the Mishawaka Common Council is hereby approved.

Section 2. This Ordinance shall be in full force and effect from and after its passage, signing, and attestation.

PASSED by the Common Council of the City of Mishawaka, Indiana, this ______ day of ____________, 2024, at ______ o'clock ____.M.

____
Gregg Hixenbaugh
Presiding Officer

ATTEST:

____
Deborah S. Block, IAMC, MMC, City Clerk

PRESENTED by me to the Mayor this ____ day of _____________, 2024, at ________ o'clock ____.M.

____
Deborah S. Block, IAMCA, MMC, City Clerk

APPROVED by me this _______ day of __________, 2024, at _______ o'clock _____.M

____
David A. Wood, Mayor

CITY OF MISHAWAKA

DAVID A. WOOD, MAYOR

CENTRAL SERVICES DEPARTMENT
Tim Ryan, Street Commissioner

November 18, 2024

Mishawaka Common Council
100 Lincolnway West
Mishawaka, Indiana 46544

Mr. President and Honorable Members of the Council:

I respectfully request your approval of the attached proposed ordinance, approving the collective bargaining agreement between the City of Mishawaka and the International Brotherhood of Teamsters, Local No. 364 for certain employees of the City of Mishawaka Central Services Department.

I plan to attend the meeting to speak in favor of approval and to be available to answer questions at the pre-Council meeting that evening. Feel free to contact me prior to the meeting at 574-850-4058 or at tryan@mishawaka.in.gov.

Thank you in advance for your consideration.

Sincerely,

Tim Ryan
Central Services Superintendent

RESOLUTION NO. 2024-04

MISHAWAKA BOARD OF PUBLIC WORKS AND SAFETY

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF MISHAWAKA AND THE EMPLOYEES OF THE CENTRAL SERVICES DEPARTMENT, REPRESENTED BY THE INTERNATIONALBROTHERHOOD OF TEAMSTERS, LOCAL NO. 364.

WHEREAS, the City of Mishawaka and the International Brotherhood of Teamsters Local 364, Local No. 360 have agreed to a Collective Bargaining Agreement for the period of January 1, 2025, to December 31, 2027; and

WHEREAS, such Agreement requires the approval of the Mishawaka Board of Public Works and Safety and the Mishawaka Common Council;

NOW, THEREFORE, BE IT RESOLVED by the Board of Public Works and Safety of the City of Mishawaka that:

Section 1. The attached Collective Bargaining Agreement between the City of Mishawaka and the International Brotherhood of Teamsters Local 364 is hereby approved, and

Section 2. This Resolution shall be forwarded to the Mishawaka Common Council for its review and final action.

ADOPTED by the Board of Public Works of the City of Mishawaka, on this 4th day of November 2024.

Kenneth Prince, President

Rebecca S Maguire

Rebecca Maguire, Vice President

George Obren, Member

ATTEST:

Donna Burkart

Donna Burkhart, Clerk of the Board

AGREEMENT

BETWEEN

CITY OF MISHAWAKA
CENTRAL SERVICES DEPARTMENT

AND

TEAMSTERS LOCAL UNION NO. 364

Covering the period from January 1, 2025 through December 31, 2027

INDEX

ARTICLES OF AGREEMENT
THE CITY OF MISHAWAKA CENTRAL SERVICES DEPARTMENT
AND TEAMSTER LOCAL UNION NO. 364
01/01/2025 through 12-31-27

THIS AGREEMENT is between the CITY OF MISHAWAKA (the Employer) Teamsters Local No. 364 (the Union).

The Employer and the Union desire to establish and maintain sound labor relations, to facilitate the peaceful adjustment of grievances which may arise between the Employer and its employees, to promote safe and efficient operation of the department, and to strive for a high standard of workmanship in the Department.

ARTICLE 1
RECOGNITION, UNION SHOP AND CHECK-OFF

Section 1.

A. No unit employee shall be required to become a member of the Union as a condition of employment or continued employment, and the parties agree that there shall be no discrimination by either the Employer or the Union against any unit employee because of membership or non-membership in the Union.

B. It is recognized and agreed that unit employees may or may not join the Union in accordance with the desires of individual employees.

C. It is further recognized that the Union, as the exclusive representative of all unit employees, regardless of whether the individual employees are Union members or not, owes the same duty of representation to all unit employees and agrees to provide such services to all unit employees; therefore, all unit employees shall, within ninety (90) days of the date of hire, pay a collective bargaining contract administration fee to the Union in an amount equal to the actual cost incurred by the Union for its representation of all unit employees, but such amount shall not exceed the monthly dues assessed Union members. The Union further agrees that no portion of the employee union dues or service fee assessments shall be used or expended for the support of political campaigns of individual, local, state, or national political candidates for public office, nor shall any union dues be used for this purpose.

D. The Employer shall deduct from the pay due all employees in the bargaining unit covered by this Agreement one month's union dues or service fee each alternate pay period not exceeding an amount certified by the Union and shall forward such dues and service fees to the Financial Secretary of the Union not later than the tenth (10^{th}) day of the following month; provided, however, the employee has signed a written wage assignment. Such wage assignment shall continue in effect for the duration of this contract or until receipt by the Employer of a written notice of revocation of such order by the employee.

E. The Employer shall not be held liable for not collecting union dues or service fees for any month in which the employee receives (after deduction) pay less than the amount of such dues or service fees.

F. In the event an employee is receiving advance pay, such employee's union dues or service fees shall be deducted from that pay.

G. Union dues and service fees shall be authorized only during the existence of this Agreement.

ARTICLE 2
DEFINITIONS

The following definitions are a part of this Agreement:

A) **Advance Pay** -- Any compensation earned by an employee that is paid one (1) to three (3) days before that employee's vacation leave period begins.

B) **Bargaining Unit** -- All employees of the Mishawaka Central Services and Sewer Departments who are represented by the Union for collective bargaining purposes.

C) **City** -- Shall mean the Civil City of Mishawaka.

D) **Classification** -- Means any grouping of employees with similar job duties and with the same rate of pay.

E) **Compensatory Time** -- Means paid time off, which is accrued for overtime hours actually worked at the rate consistent with overtime pay.

F) **Employee** -- All persons employed full-time by the City of Mishawaka Central Services Department, except department heads, supervisors, professional people, general foremen, part-time employees, temporary employees, office manager, and clerical personnel.

G) **Full-time Employee** -- An employee who works at least forty (40) hours per week and for more than five (5) consecutive months in a calendar year.

H) **Immediate Family** -- Means father, mother, mother, sister, brother, spouse, child, grandparents, grandchild,
mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, stepfather, stepmother, stepchildren, or other person residing in the same household of the affected employee.

I) **Project Coordinator** – a bargaining unit employee who will help plan and arrange the workflow of a specific project assigned to them. Acceptance of the Project Coordinator assignment is voluntary.

J) **Holiday Rate** – Employee's regular pay plus double time.

K) **Overtime** -- Any hours worked beyond the eight (8) hour workday or beyond the forty (40) hour workweek.

L) **Part-time Employee** -- An employee that works less than forty (40) hours per week and for more than five (5) consecutive months in a calendar year.

M) **Probationary Employee** -- A newly hired full-time employee who has worked for less than 91 calendar days. Such employee will be on probation for a period of 90 calendar days from the date of hiring unless the parties mutually agree to extend the probationary period and may be laid off or discharged during this period without recourse to this Agreement. After an employee's probationary period ends, the employee shall become a regular full-time employee and shall be subject to all the terms and conditions of this Agreement. Probationary employees shall not pay union dues or service fees until they become regular full-time employees.

N) **Pyramid** -- Means compensating an employee twice for the same hours worked or compensating them at an amount equal to twice the permissible holiday or premium rates. Pyramiding does not include compensation for work performed on a holiday.

O) **Reckless Misconduct** -- An employee engages in reckless misconduct when he intentionally does an act, or intentionally fails to do an act in violation of his duty that creates an unreasonable risk of danger to others.

P) **Shift Differential** -- A certain hourly pay rate increase for employees who work the second or third shift.

Q) **Supervisor** -- Any employee who is part of management and not a member of the bargaining unit.

R) **Temporary Employee** -- An employee who works full-time or part-time but for less than five (5) consecutive months in a calendar year.

S) **Minor Violations** -- those violations which are disciplinable with verbal or written warnings.

T) **Major Violations** -- those violations which are disciplinable with time off.

U) **Occurrence (attendance)** -- means a failure to punch in or out, a late arrival, an early leave, or an absence that is not paid or excused in accordance with the terms of the Collective Bargaining Agreement.

V) **Occurrence (disciplinary)** -- means a verbal warning, written warning, suspension or discharge for a violation of the Department's policies, procedures, rules, and regulations.

ARTICLE 3
RIGHTS OF MANAGEMENT

1. Nothing in this Agreement shall permit or authorize the Union or any of its members to officiate in management or in a supervisory capacity. It is agreed that the Employer will not use this prerogative for the purpose of discrimination against the Union.

2. Except where specifically restricted in this Agreement, the parties agree that the Employer shall possess all the customary prerogatives of management including, but not limited to, those enumerated below:

A) To hire, promote, suspend, discharge or otherwise discipline employees for violation of rules it deems necessary to impose for the overall benefit of the residents of the City of Mishawaka, its employees and/or its plant operations, or for other proper and just causes.

B) Nothing in this Article shall abrogate the employee's rights to the grievance procedure.

C) May form a joint committee of management and union representatives to explore combining the Central Services and Sewer Teamster contracts.

D) Will allow for a fifteen (15) minute orientation with the union steward and new employee to discuss the union contract and membership in the union.

3. It is not the intent of Management to perform work that is normally performed by the bargaining unit employees except:

- in emergency situations
- at the golf course
- at the pools
- at the ice rink
- when Management cannot find adequate coverage for work

ARTICLE 4
HOURS OF WORK

Section 1. Eight (8) consecutive working hours within a twenty-four (24) hour period will constitute a normal workday. Five (5) consecutive workdays, or forty (40) work hours shall constitute a normal workweek. An employee shall be paid time and one-half (1½) for all work done in excess of eight (8) consecutive hours per day and in excess of forty (40) work hours per workweek. Overtime, premium and holiday rates shall not be pyramided. The employer shall pay double time to an employee for working on his seventh day if that day normally would have been the employee's second consecutive day off within a particular shift schedule and for all hours worked in excess of twelve (12) hours per shift.

Employees working a four-day, ten-hour schedule will have the following conditions:

A) All paid time off will be tracked in hours, not days. (Example: An employee who works a five-day, Eight-hour schedule will be charged eight hours for a day off. An employee who works a four-day, ten-hour schedule will be charged ten (10) hours for a day off.)

B) Overtime will be paid after ten (10) hours of work.

C) Overtime after twelve (12) hours in a working day will be paid at double time.

D) The Employer shall pay double time to an employee after working on his seventh day if that day would have been the employee's third consecutive day off within a workweek.

E) The conditions outlined in Section 4 will apply.

F) Holidays will be paid according to the schedule the employee is working at the time of the holiday.

G) An FTO half-day increment will be five (5) hours.

H) Shift differential pay will be provided to employees working the qualifying hours under the four-day, ten-hour schedule.

Section 2. Unless stated otherwise by the employer, the work hours for the employees shall be 7:00 a.m. to 3:00 p.m. If the employer chooses to deviate from this schedule, the employer shall provide the employees with at least ten (10) calendar days' notice of any new schedule changes prior to their implementation. If the employer gives less than ten (10) calendar days' notice, the parties must mutually agree to the schedule change. The employees shall be entitled to one work break per day of one-half (1/2) hour which shall be taken at the city garage (if worksite is within one mile of the garage) or place designated by the employer with a given notice.

Section 3. **A)** For the computation of overtime, an excused absence or an official holiday will be computed as a day worked.

B) Employees can accrue up to twenty-four (24) hours of compensatory time. Employees will be given the option of pay or comp time for hours earned up to twenty-four (24) hours. Any hours earned over twenty-four (24) will be paid out in overtime pay. Employees must make a good faith effort to use comp time in a timely fashion. Comp time may be requested at any time and may be granted at the complete discretion of management. Employees must realize, however, that a comp time request is more likely to be granted the earlier it is requested.

Section 4. A) If a job cannot be completed during the regular shift and management decides that the job must be completed on that particular day, the employee who has been working on that job during his regular shift shall be entitled to overtime prior to senior employees being asked for overtime.

B) If an employee works on a scheduled day off, that employee will be guaranteed four (4) hours of work the employee completes the work for which he was scheduled in less than the guaranteed work period, then, at the employee's option, he may elect to be paid for the time actually worked, or he may perform other work assigned by management until the guaranteed work has expired.

C) If an employee is recalled to work after their regular shift, that employee will be guaranteed four (4) hours of work; however, if that employee completes the work for which he was recalled in less time than the guaranteed four (4) hours of work and chooses to punch out instead of performing other work assigned by management, he shall only be paid for the time he actually works.

D) If an employee is held over to complete certain work, that employee shall be paid the standard overtime rate for the actual hours worked.

E) Employees will receive a sixty cent ($.60) per hour shift differential for all work performed on regularly assigned shift which commences between the hours of 3:00 p.m. and 11:00 p.m. and fifty-five cents ($.55) per hour shift differential for all work performed on regularly assigned shift which commences between the hours of 11:00 p.m. and 7:00 a.m.

F) **Fleet Maintenance Technicians Shift Differential** - If regularly scheduled hours in a pay period include a minimum of two different shifts, the shift differential pay will be applied to all hours.

Section 5. If, under normal operating conditions, management determines that additional employees are needed for work, management shall select employees for overtime work from the voluntary overtime list taking first those employees with the least amount of total accumulated overtime hours. Employees shall be responsible for signing the voluntary overtime list. Management shall update the total accumulated overtime hours of each listed employee by Thursday of each week. Separate overtime lists will be maintained for Central Services and Fleet Maintenance Technicians.

A) If the number of employees needed for overtime work exceeds the number of employees on the overtime list, management shall have the right to call any employees it needs for work; provided, however, it has posted 24 hours' notice before the need arises. Management shall also have the right to cancel operations due to inclement weather conditions; provided, however, it has posted 12 hours' notice prior to the cancellation.

B) If emergency conditions exist, as declared by the Mayor or the Central Services Director, or his designee in his absence, management shall not be required to post any notice.

Section 6. During the winter shift schedule, the employer will attempt to accommodate, as much as possible, the employees' shift preferences; however, departmental seniority shall prevail when needed to provide efficient department operation. Also, during the winter shift schedule, seniority shall prevail in determining shift preferences for Fleet Maintenance Technicians.

Section 7. **Missed Overtime** - Only in the event of a blatant overtime missed assignment, where management has not corrected a reported error, will pay be rewarded. All other overtime missed assignments will be corrected by the subsequent assignment of overtime work.

ARTICLE 5
TARDINESS/LEAVING EARLY

Section 1. The following disciplinary schedule shall be followed:

Number of Tardiness/Leaving Early		Disciplinary Step
One	(1)	Verbal Warning
Two	(2)	1st Written Warning
Three	(3)	2nd Written Warning
Four	(4)	1 Day off Without Pay
Five	(5)	3 to 5 Days off Without Pay
Six	(6)	Termination

Section 2. The number of occurrences accrued during the previous calendar year will be dropped to zero (0) on January 1st of the following year.

ARTICLE 6
HOLIDAYS

Section 1. Employees shall be granted ten (10) paid holidays each year in accordance with the City's holiday schedule. The City's holiday schedule will be posted by December 1st of the previous calendar year.

In addition, the employees shall have two (2) random holidays each year.

Section 2. Employee Pay On Regularly Scheduled Workday - If employees are scheduled to work on a holiday, they shall be paid their regular hourly rate plus time and one-half for the hours actually worked; provided, however, they have worked the regularly scheduled day before and after the holiday unless officially excused by the Department Head or his assistants. The hours worked on a holiday, which is an employee's regularly scheduled workday, shall not be charged toward the total accumulated overtime hours worked.

Section 3. Call-in - Any employees called to work on a scheduled holiday shall be paid the holiday rate plus a minimum of four (4) hours work at the double time rate. However, if that employee completes the work for which he was recalled in less time than the guaranteed four (4) hours of work and chooses to punch out instead of performing other work assigned by management, he shall only be paid for the time he actually works.

ARTICLE 7
VACATIONS

Section 1. A) Employees hired before January 1, 2011 with less than 25 years of service will retain their current vacation time off and thereafter earn vacation under the new schedule. Employees hired before January 1, 2011, with more than 25 years of service will retain 30 working days of vacation. Employees hired after January 1, 2011, will earn vacation in accordance with Section 2-598 of the Mishawaka Code of Ordinances. Vacation eligibility for City employees hiring into the Central Services Department/Fleet Maintenance Technicians work group from outside of the bargaining unit will be in accordance with the "me-too" agreement between the parties.

B) Employees with the most department seniority shall have priority in the selection of their vacation periods. Seniority will prevail for any vacation time selected for the year, as long as the vacation selection was made prior to January 31. After January 31, any vacation requests shall be granted on a first-come, first-granted basis. All vacation periods selected by employees are subject to prior approval by the employer.

It shall be the employee's responsibility to make a good faith effort to request all vacation leave available to them in the year it is accrued. Management shall make an effort to allow employees to take their vacation within the year it is accrued but retains the right to deny vacation requests in the interest of efficiency.

If, at the end of a calendar year, an employee has not been able to use all of his vacation days as a result of a repeated denial by management, the employee shall have the right, by way of grievance, to request that the unused vacation days be paid out as regular paid time.

C) An employee shall not take more than two (2) weeks of vacation (10 working days) at one time unless otherwise permitted by the Department Head.

D) Vacations may be taken in one-half day or full-day increments. Granting an employee's vacation time is subject to Management's approval.

E) Employees must give twenty-four (24) hours' notice prior to requesting the Vacation days, Compensation Time days and Random days. Employees must give a minimum of thirty (30) minutes notice prior to the scheduled start time of the employees' shift for FTO and Bonus days. Employees who do not give proper notice shall receive disciplinary action in accordance with Article 5 (Tardiness/Leaving Early), Section 1.

Section 2. When a paid holiday occurs during an employee's vacation, he shall receive an additional day of paid vacation.

Section 3. Bonus Days - A maximum of four (4) bonus days will be awarded on January 1. One (l) bonus day will be earned every three (3) months if an employee has received no more than one occurrence (attendance or disciplinary) in a three-month period. A newly hired employee may earn Bonus Days prorated from the date of hire to the next December 31st calculated on the basis of one Bonus Day for each full three (3) month period of employment. Such days shall be awarded the next year. An occurrence is defined as anytime an employee is in violation of departmental rules, fails to punch in or out, leaves before completion of shift without supervisor's approval or is late.

Bonus Days may be taken in one-half (½) day increments. Bonus days may be requested at any time and are granted at the complete discretion of management. Employees must realize, however, that a bonus day request is more likely to be granted the earlier it is requested.

ARTICLE 8
GROUP INSURANCE

(A) The City will continue to provide health insurance to employees and their families at the same cost to the employee as other City departments.

(B) Employees under the age of sixty-five (65) shall receive Fifteen Thousand Dollars ($ 15,000) life insurance.

ARTICLE 9
RETIREMENT PROGRAM

Section 1. PERF - The employer agrees to continue the regular Public Employee's Retirement Fund.

Section 2. Retiree Health Insurance - The retiree health insurance plan shall be consistent with the policy established in Section 2-610 of the Mishawaka Code of Ordinances.

ARTICLE 10
STEWARDS

Section 1. The Employer recognizes the right of the Union to designate a steward and alternate to handle such Union business as may from time to time be delegated to them by the Union. Stewards and alternates have no authority to take strike action or any other action interrupting the Employer's business in violation of this Agreement or any action in violation of law, except as authorized by official action of the Union.

Section 2. The Union shall be allowed space for a Union bulletin board on which to post notices. Only notices concerning Union business shall be posted.

Section 3. Employees who are representatives of the Union shall not leave jobs or work areas for the purpose of assisting in the settlement of grievances or attending meetings with management representatives until prior permission has been obtained from their immediate supervisors, which permission shall not be unreasonably withheld. Meetings shall be held after regular working hours unless determined otherwise by mutual agreement. Grievances, however, shall be processed during working hours.

ARTICLE 11
SENIORITY

Section 1. Types of Seniority - City employees within the bargaining unit shall obtain seniority on their 91st day of continuous, full-time employment, and such seniority shall be calculated to include the prior 90-day probationary period when successfully completed. There shall be two types of seniority for the Mishawaka Central Services Department and Fleet Maintenance Technicians work group.

A) **Bargaining Unit Seniority**
Bargaining unit seniority shall be computed from the employee's most recent date of hire in the bargaining unit.

B) **Departmental Seniority**
Departmental seniority shall be computed from the employee's previous date of hire in the Parks and Recreation, Street, or Central Motor Pool Departments.

For newly hired employees, seniority shall begin with their date of hire into the Central Services Department or Fleet Maintenance Technicians work group.

In the event two or more employees are hired into the Central Services Department or Fleet Maintenance Technicians work group on the same day, seniority status shall be determined alphabetically by the first letter of the employee's last name at the time of hire.

Section 2. Computation of Seniority - Any time spent by an employee on sick leave, vacation and military leave shall be included within the computation for seniority.

Section 3. Seniority Loss - The seniority of an employee shall terminate under any of the following conditions.

A) When a laid-off employee fails to give notice of his intention to return to work within three (3) working days after the city has sent a certified letter to his last known address requesting his return to work.

B) When a laid-off employee gives timely notice of his intention to return to work after the City has requested his return but fails to return to work on the specified date and time of recall.

C) When an employee resigns his employment with the City.

D) When an employee is discharged for just cause.

E) When an employee is laid off for more than twelve (12) months.

F) When an employee receives total permanent disability compensation.

G) When an employee retires.

ARTICLE 12
LAYOFF PROCEDURES

Section 1. If it becomes necessary for the employer to lay off employees, the employer shall follow departmental seniority in determining which employees to lay off. Employees with the least amount of departmental seniority shall be the first employees laid off.

Section 2. Any laid off employee shall be placed on a Central Services Department/Fleet Maintenance Technicians work group call-back roster and a bargaining unit call-back roster.

ARTICLE 13
CALL-BACK

Section 1. Call-back Roster - In the event that an employee is laid off, the name of that employee will be placed on a Central Services Department/Fleet Maintenance Technicians work group call-back roster and a bargaining unit call-back roster.

Section 2. Call-back Procedure - When a job becomes available in the Central Services Department/Fleet Maintenance Technicians work group covered by this agreement and there are employees whose names are on the appropriate departmental call-back roster, the employee with the most departmental seniority who is qualified for the job shall be offered the job. Once the departmental seniority list is exhausted the bargaining unit seniority list will be used. If there are employees whose names are on the bargaining unit call-back roster, the employee with the most bargaining unit seniority who is qualified for the job shall be offered the job.

Section 3. Employee Call-back Rights and Obligations – If an employee accepts a recall to another bargaining unit department other than the one from which they were laid off they will be allowed recall to their original department for a period of 12 months before their recalled position becomes permanent.

Section 4. Notice of Recall - In the event of a recall, an employee shall be given one (1) week's notice of recall by certified mail to his last known address, in the event that the recalled employee fails to make it known within three (3) working days of the receipt of the letter to the City Personnel Department of his intent to accept or reject the recall offer (as provided in paragraphs entitled, Call-back Procedure and Employee Call-back Rights and Obligations) that employee shall lose his bargaining unit seniority and shall be terminated from employment.

Section 5. City Records It is the responsibility of all laid-off employees to furnish the Personnel office with a current mailing address and telephone number. Any laid off employee not doing so shall be terminated.

ARTICLE 14
JOB VACANCIES

Section 1. All vacant and newly created jobs in the Central Services Department/Fleet Maintenance Technicians work group will be posted for bid for a period of three (3) working days. If no employee from the Central Services Department/Fleet Maintenance Technicians work group bids and qualifies for the vacant or newly created job, then the bid shall be posted for a period of three (3) working days at other bargaining unit work sites and the Personnel office.

Section 2. Bidding Priorities - Provided the employee who bids for the vacant or newly created job is qualified for the job, current employees will be given priority to fill the job opening as follows:

A) First priority will be given to bidders from the Central Services Department/Fleet Maintenance Technicians work group with the greatest departmental seniority.

B) Second priority will be given to senior employees in other bargaining unit departments.

Note: Departmental seniority is not transferable from bargaining unit department to bargaining unit department.

Section 3. Successful Bidders – Successful bidders shall be allowed no more than thirty (30) calendar days to accept or be accepted into the vacant or newly created job. If an employee is disqualified or disqualifies himself, he shall be returned to his original job classification. Management will give specific reasons for disqualifying an employee.

Section 4. Promotion within Central Services Classifications – An employee of the Central Services Department my appeal to the Central Services Director to advance to a higher classification in the department based on his skills acquired through cross-training. The Central Services Director will respond to the request for promotion within three (3) working days of the request. Additional time for evaluation may be granted with mutual agreement of the Director and the representing steward. One appeal for promotion may be made in a three-month period commencing with the Director's response to a request.

Section 5. Promotion to a Non-Bargaining Unit Position - Any unit employee who accepts a non-bargaining unit position within the bargaining unit will have a thirty (30) day tryout period before being removed from the Union seniority list. After thirty (30) days of employment such employee's bargaining unit seniority will be frozen for the duration of his service in a non-bargaining unit job. If said employee is permitted by the Employer to return to the bargaining unit in an open job, he will carry his frozen bargaining unit seniority into the new position, the individual will have no departmental seniority.

ARTICLE 15
PAYDAY

Pay will be distributed as prescribed by the City Controller.

ARTICLE 16
FLEXIBLE TIME OFF/LONG TERM DISABILITY

Section 1. Flexible Time Off (FTO)

(A) In recognition of the need for its employees to be away from work, employer agrees to establish and accrue a bank of time off for any personal needs such as personal or family illness, extension of bereavement leave or vacations, or for any other purpose. Such bank may also be used to satisfy the five (5) day waiting period for Long Term Disability Leave (LTD) described in Section 2. Such bank will not include personal holidays, bereavement leave (unless as an extension), jury or subpoenaed witness duty, LTD leave, leave of absence, or military leave.

(B) FTO accrual shall begin on the first day of employment for full-time employees and may be taken as accrued. Accruals shall be credited to each employee's account on the first day of each month for the prior month's service at the rate of one-half (1/2) day per month and continue at the same rate for each month of credited service.

(C) FTO days will continue to accrue as long as the employee remains in paid status, subject to the limitation listed in (G) of this section.

(D) FTO days may be taken in full or half day increments. If becoming ill at work and leaving early, employees will be charged with one-half (1/2) FTO day if leaving after mid-shift and a full FTO day if leaving before mid-shift.

(E) Employees are expected to plan time off, setting aside some time in their personal bank for sickness. Employees are encouraged to keep a minimum of five (5) days in their bank at all times to provide for unexpected short-term sickness of for the required five (5) day LTD waiting period described in Section 2. If all FTO days or any other paid leave time is not available, any short-term illness will be an excused unauthorized absence, but without pay. Likewise, any long-term illness will result in a loss of pay for the five (5) day waiting period. The city retains the right to limit the number of excused absence occurrences as described in this subsection.

(F) Employees should schedule FTO time at least thirty (30) minutes in advance with the approval of a supervisor. The city recognizes, however, that there will be times, such as days an employee or a dependent is ill or a personal emergency arises that cannot be anticipated. In such cases, it is the responsibility of the employee to inform his/her supervisor as soon as possible prior to the beginning of a workday or shift of such absence and when the employee expects to be able to return to work.

(G) Employees may carry over accrued but unused FTO days from year to year but in no event can they accumulate more than twenty-five (25) FTO days.

(H) All FTO days shall be on the basis of the employee's regular base day's salary.

(I) Employer will buy back FTO days from any employee, up to a maximum of six (6) FTO days per year. It is the responsibility of the employee to make timely application prior to this buy-back arrangement if so desired. In any event, employer will not buy back an amount of FTO days which would reduce the employee's personal bank to less than five (5) days, except as provided in paragraph (J) of this section.

(J) In the event a regular, full-time employee's service to the employer is terminated, including termination due to death or retirement, he/she shall be entitled to pay in lieu of FTO days for days due and not yet taken as of the date of such termination, including any FTO days carried over from prior years.

Section 2: Long Term Disability (LTD) – The long-term disability plan shall be consistent with the policy established in Section 2-595 of the Mishawaka Code of Ordinances.

ARTICLE 17
FUNERAL LEAVE AND LEAVE OF ABSENCE

Section 1. An Employee will be eligible for paid funeral leave for three (3) working days to make preparations for and attend the funeral and burial of a member of the employee's immediate family and to attend to any necessary legal matters of the decedent or his estate. An Employee will be eligible for paid funeral leave for one (1) working day to make preparations for and attend the funeral and burial of an employee's aunt or uncle.

Section 2. Employees may be granted leave of absence without pay and without discrimination or loss of seniority rights for justifiable reasons agreed upon by both the Department Head and representatives of the Union. The maximum leave of absence, except in cases of compulsory military service, shall be for no more than twelve weeks; in the event such a leave is requested, the procedures outlined in the Family Medical Leave Act will be followed. Failure to comply with this provision shall result in the complete loss of rights for the employee involved. Seniority will be frozen during leaves of absence, except in cases involving military service and on-the-job injury.

ARTICLE 18
JURY DUTY

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

ARTICLE 19
GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Procedure to be followed:

The employer and the Union recognize that, from time to time, grievances, disputes, and complaints may arise over matters within the purview of this Agreement. Therefore, whenever the Union or any employee feels that the Employer has acted erroneously or improperly in interpreting and applying any of the provisions of this Agreement, then the Union or the employee may invoke the provisions of Article 19. Except in the first step, all grievances and answers shall be in writing.

First Step: The aggrieved employee shall present his grievance individually, or with the union representative, to his immediate supervisor within five (5) working days of the occurrence of the grievance. The immediate supervisor shall respond to the grievance within five (5) working days after it is presented to him.

Second Step: If the grievance is not settled in the First Step, the employee alone, or the employee and the union representative, may submit the grievance to the head of the department within five (5) working days after the answer is given in the first step. The head of the department shall give his answer within five (5) working days after receiving the grievance.

Third Step: If the grievance is not settled in the Second Step, the employee alone, or the employee and the union representative may submit the grievance to the Director of the Human Resources within five (5) working days after the answer is given to the Second Step. The Director of Human Resources shall give his answer within five (5) working days after receiving the grievance.

Fourth Step: There shall be a Joint Grievance Committee (JGC) comprised of two (2) union representatives to be appointed on a case-by-case basis by the Union, and two (2) City representatives to be appointed on a case-by-case basis by the City. No person shall participate as a JGC member in any case in which such person was a witness, served as a representative of any party in the grievance process, or has any personal interest in the matter. The JGC shall meet to hear grievances which have not been resolved in the above steps of the Grievance Procedure. The JGC shall have the power and authority to make a final and binding decision with respect to any matter properly brought before it, but has no power to alter the agreement, except when requested by both parties, to add the provisions of the agreement.

The City shall make its presentation first to the JGC in discharge and suspension cases, and the Union shall present first in all other cases, but the JGC may alter such procedures and make rules of procedure to ensure a fair hearing to all parties. The JGC shall render its decision in writing in cases involving suspensions of five (5) days or longer and involving discharges, and either party may request a written decision or a bench decision in any other case.

A majority decision by the JGC is final and binding upon the Union, City, grievant, and all affected employees. Unwritten decisions and noticed from the JGC that they are deadlocked normally shall be rendered within twenty-four (24) hours of the close of the hearing, and written decisions normally shall be rendered within seventy-two (72) hours of the close of the hearing, but the JGC has the right to take such time as is necessary (such as for research) in order to render a full and fair decision.

Fifth Step: If the grievance cannot be settled in the Fourth Step, the employee may submit a written request to the Department of Human Resources within 5 (five) days requesting the services of an arbitrator from the State of Indiana to decide the issue. Either party may send a letter to the Federal Mediation and Conciliation Service requesting the services of an arbitrator from the State of Indiana to decide the issue. As soon as possible, a meeting shall be held with a mutually agreed upon arbitrator. Both parties may submit evidence and call witnesses to testify as to the facts concerning the grievance and the arbitrator shall make the decision on the evidence presented. The arbitrator shall have no authority to add to, detract from, or in any way modify the terms of this Agreement. Both parties agree to abide by the arbitrator's decision. The City and the Union shall share equally any fees charged by the State for arbitration service.

Section 2. The following provisions shall apply to the grievance procedure:

A) Saturdays, Sundays, and holidays shall not be used in determining days in reference to the grievance procedure.

B) Failure of the Employer to give an answer to the grievance as of the last day to answer shall be considered a denial of the grievance and the employee shall have the right to then proceed to the next step of the grievance procedure.

C) The Employer shall give the Union representative sufficient copies of the written answer in each step of the grievance procedure to distribute to each employee present at the grievance meeting.

D) Unless consolidated by agreement of the Employer and the Union, each grievance shall be considered a separate case.

E) If the Union does not appeal within five (5) working days of each step, the grievance is considered to be void.
F) The time for filing a grievance involving the rate of pay shall begin on the day the employee receives his paycheck containing the grieved pay rate unless it is previously filed.

Section 3. Inasmuch as a grievance procedure has been agreed upon, there shall be no strikes, stoppages of work, slowdowns, sit downs, sympathy strikes or other forms of interference with normal work routines during the life of this agreement or extension thereof. Both parties recognizing the fact that service to the public is a mutual desire, they will cooperate in all matters relating to labor management.

Section 4. The Employer agrees that it will not cause or direct any lockout of the employees.

ARTICLE 20
VALIDITY

This Agreement shall be subject to all Federal, State and local laws, and in the event any provision of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect.

It is further agreed that in the event any such provisions are finally held to be invalid, the parties hereto agree to meet within thirty (30) days thereof to negotiate the modifications of substitution of such clause or clauses so held to be invalid.

ARTICLE 21
SUBCONTRACTING

It is the intention of the Employer not to deprive the employees of work covered by this Agreement either by subcontracting or by hiring an outside agency. However, the parties hereto understand and agree that occasions will arise whether of an emergency nature or otherwise when it will be necessary for the Employer to authorize outside manpower and/or equipment to properly perform its function.

ARTICLE 22
DISCHARGE OR SUSPENSION

Section 1. The Employer shall not discharge, suspend or discipline any employee without just cause, but in respect to discharge or suspension the employer shall give at least one warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union and Steward affected; provided, however, the employee has not committed one of the following acts or omissions while on duty.

- a) dishonesty
- b) reckless misconduct
- c) carrying of unauthorized passengers
- d) fighting

If the employee has committed any of the above-mentioned acts or omissions, the employer does not need to provide the employee with said notice.

An employee who is discharged, suspended, or disciplined may have recourse through the grievance procedure. If through the grievance procedure, it is determined that an injustice has been done to the employee, he shall be reinstated and compensated at his usual rate of pay while he has been out of work because of such discharge or suspension.

Section 2. Discipline as provided for in the work rules shall not remain in effect for a period of more than 6 months from the date of said discipline.

Section 3. Notice of discipline for a minor violation shall be given within three (3) working days from the date Management became aware of the violation. Notice of discipline for a major violation shall be given within thirty (30) working days from the date Management became aware of the violation.

Section 4. The parties shall discuss additional rules regarding just cause for discharge and disciplinary action. Such new rules and regulations shall be posted for ten (10) working days before they go into effect. All such rules and regulations shall prevail in the application and interpretation of this article.

Section 5. No employee will be required to speed up work in violation of Minimum Safety Standards.

ARTICLE 23
GENERAL PROVISIONS

Section 1. Uniforms – The City shall furnish uniforms and gloves to be worn by the employees during all working hours. If the uniforms and gloves are damaged by normal wear and tear due to daily working conditions, the employer shall provide replacement uniforms and gloves. A total of eleven (11) uniforms will be furnished per year.

The City shall provide a uniform allowance to employees with more than one (1) year of service. This allowance can be used for the purchase of boots, rain gear and cold weather gear. It will be the responsibility of the employees to purchase and maintain their own inclement weather gear.

Employees with less than one (1) year of service will be issued rain gear and cold weather gear provided by the City. Except for fleet maintenance technicians, each employee shall have an allowance to be spent on boots or inclement weather gear according to the following schedule:

2025:	$625.00
2026:	$700.00
2027:	$800.00

The purchase price of each properly documented purchase of work boots will be deducted from the employee's allowance, with the remainder available for future uniform purchases through the end of the term of this contract. Upon termination of employment with Central Services, the employee forfeits any remaining allowance. Employees are responsible for any overages when purchasing boots or inclement weather gear.

Section 2. Revoked or Suspended License - In the event an employee has his Commercial Driver's License revoked or suspended due to negligence, driving under the influence of alcohol or narcotics, or driving while intoxicated, he shall be placed in the lowest job classification and pay rate within that department for sixty (60) calendar days or until the Commercial Driver's License has been reinstated, whichever occurs first. Upon reinstatement of his Commercial Driver's License, the employee will be returned to his former job classification and pay rate. If the license is not reinstated within the sixty (60) calendar daytime period, the employee shall be terminated. If an employee is disqualified from driving under DOT requirements for more than sixty (60) calendar days he shall be terminated immediately without suspension.

Section 3. Training - The City shall provide the opportunity for employees to attend and/or participate in training, seminars, or other forms of instruction necessary to perform the duties of the job classifications. However, the City reserves the right to approve classes and instructors.

The Employer shall pay in advance the cost for all approved training and seminar courses. The Employees shall pay in advance the cost of all other approved forms of instruction with the Employer reimbursing the

Employee for the cost of such instruction upon successful completion of the course.

Section 4. Physicals - Employees holding a CDL will have the option of having their required physical examination arranged and paid for by the Employer at a facility of the Employer's choice and billed directly to the Employer or arranging the physical examination at a facility or physician of the Employee's choice and at the Employee's expense.

Section 5. Commercial Driver's License - For new employees and for current employees bidding into a job requiring a CDL, the City will pay for the required drug screen and shall not pay for any other costs associated with the CDL. If an employee moves into a new job that does not require a CDL, but wishes to maintain his CDL, the employer shall not be responsible for paying any associated costs.

Section 6. Cross-Training – To accommodate mobility between classifications, the employer will provide cross-training for employees either during regular working hours or outside of regular working hours as the workload permits. Management and/or bargaining unit employees will conduct training.

Section 7. Tool Allowance – Fleet Maintenance Technicians with more than one (1) year of service shall have a combined boot, tool, and inclement weather gear allowance according to the following schedule:

2025: $1,200.00
2026: $800.00
2027: $400.00

The purchase price of each properly documented purchase of work boots, inclement weather gear and tools will be deducted from the employee's allowance, with the remainder available for future uniform purchases through the end of the term of this contract. Upon termination of employment with Central Services, the employee forfeits any remaining allowance. Employees are responsible for any overages when purchasing boots, inclement weather gear or tools.

ARTICLE 24
WORKERS' COMMPENSATION

Section 1. In the event an employee is absent due to an injury sustained on the premises that is determined to be compensable under Worker's Compensation laws, the employee will receive:

A) Full salary for the first five (5) workdays or the first seven (7) Worker's Compensation days of absence.

B) The difference between the daily rate paid through Worker's Compensation and the employee's daily salary less the seven-(7) days of absence. In the event the employee is absent twenty-two (22) or more days, the city's subsidy to the employee's Worker's Compensation pay will terminate until an amount equal to the Worker's Compensation check for the first seven (7) Worker's Compensation days of absence has been paid to the City. Upon receipt of such reimbursement the City's subsidy will resume until the employee returns to work or is absent for a total of sixty (60) days, whichever first occurs.

C) The employer's physician must validate the employee's absence during any of the first seven (7) days. In the event that Worker's Compensation is to be used it shall be the responsibility of the employee to follow all of the established procedures for applying for Worker's Compensation.

Section 2. If an employee is absent due to a work-related injury or illness for more than twenty-one (21) days and uses sick leave or other paid time off for the first five (5) working days, the City shall reinstate the employee's sick leave or other paid time off used for the first five (5) workdays.

Section 3. In the event of an occupational injury, the employee will follow the treatment procedures as provided through the City's Occupational Health system. If an employee's occupational injury is determined as temporary partial disability (TPD), the employee, in consultation with the attending physician, may be released for modified duty performing tasks that would not likely aggravate or lead to further injury. Light duty opportunities may include but are not limited to, desk and clerical work, janitorial, grounds keeping and other non-bargaining unit jobs assigned by the Supervisor.

Section 4. If an employee sustains an on-the-job injury, the employee shall obtain a written medical release from the employer's treating health care provider before such employee can return to work.

ARTICLE 25
DRUG-FREE WORKPLACE

The Union and the employees agree that they shall comply with all reasonable drug and alcohol policies, which may be established by the City for all City employees covered by and set forth in its Personnel Policies and Procedures.

ARTICLE 26
LONGEVITY BONUS PLAN

The following Longevity Bonus Plan will be provided to the Central Services/Fleet Maintenance Technicians work group employees according to the following terms. Said schedule is based upon years of service and does not have an upper limit. Longevity pay shall be distributed annually on the first pay day following each individual employee's anniversary date as part of his regular paycheck.

Payments shall be made according to the following schedule:

Years of Service	Annual Increment	Bonus
5	$0.00	$150.00
6	$75.00	$225.00
7	$75.00	$300.00
8	$75.00	$375.00
9	$75.00	$450.00
10	$75.00	$525.00

An additional $80.00 will be added for each year of service after the tenth year.

ARTICLE 27
TEMPORARY JOB TRANSFERS

Section 1. Temporary job transfers to another bargaining unit department shall be assigned from a group of employees which the employer determines is available and qualified. The group of employees will then have input into who is transferred. If the group of employees cannot resolve who will be transferred, the transfer will be at the employer's sole discretion.

A) When an employee is temporarily transferred to a job in a higher-paying classification, he shall be upgraded to the pay rate of that classification for time spent on that job.

B) An employee temporarily assigned a job with a lower rate shall not be downgraded in pay.

C) Should overtime be needed, the employer shall at all times offer the overtime to employees who work within the department requiring the overtime according to their specific overtime procedure. In the event that nobody accepts the overtime from within the department, the employer shall have the right to utilize employees outside of that department subject to all of the conditions contained in this Article.

D) Should overtime be necessary for a temporarily transferred employee, the employee who has performed the work during regular hours will continue to work the overtime assignment if additional manpower is needed after exhausting the overtime list/procedure in the affected department.

Section 2. Employees temporarily transferred to a higher paying classification or job within the Central Services Department/Fleet Maintenance work group will be upgraded to the pay rate of that classification or job for time spent on the temporary transfer.

Section 3. Pay will not be upgraded in cross-training situations.

ARTICLE 28
JOB CLASSIFICATIONS

The following list of job classifications in the Central Services Department/Fleet Maintenance Technicians work group:

- Group 3 Operator
- Group 2 Operator
- Group 1 Operator
- Fleet Maintenance Technician

Additional classifications established during the term of the Agreement will be reviewed with the Union Steward and Business Agent prior to being implemented.

Changes in job descriptions will be reviewed with the Union Steward and Business Agent prior to being implemented.

Specialty Pay:

CDL holders:	Tanker endorsement	$500.00
	Class B CDL holders	$500.00
	Class A CDL holders	$750.00
CDL Trainers		$2,500.00

ARTICLE 29
TENURE OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from January 1, 2025, to and including December 31, 2027.

Section 2. The parties agree to open negotiations with sixty (60) days' prior notice provided on or about July 1 in the years 2025 and 2026 for the purpose of negotiating wages only.

Section 3. The parties agree to open negotiations with sixty (60) days' prior notice provided on or about July 1, 2027 for the purpose of negotiating a new labor agreement, including wages and benefits.

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

By Robert R Warnock III Date: 10-30-2024
Robert Warnock III, President

CITY OF MISHAWAKA BOARD OF PUBLIC WORKS AND SAFETY

By______________________________ Date:
Kenneth B. Prince, President

By Rebecca S Maguire Date:
Rebecca S. Maguire, Vice-President

By______________________________ Date:
George Obren, Member

ATTEST: Donna Burkhart
Donna Burkhart, Clerk, BPWS

2025 Central Services Wages

Classification	Wages
Group 1	$24.67
Group 2	$23.39
Group 3	$22.45
Mechanic	$25.95

PROPOSED ORDINANCE NO. 2024-32

ORDINANCE NO. ________

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF MISHAWAKA AND THE EMPLOYEES OF THE SEWER DEPARTMENT, REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL NO. 364

WHEREAS, the contract negotiating committees for the City of Mishawaka, Indiana and the International Brotherhood of Teamsters Local No. 364 have mutually reached an agreement on amendments to the Collective Bargaining Agreement expiring the 31st day of December 2024; and

WHEREAS, the members of the International Brotherhood of Teamsters Local No. 364 have ratified the new Collective Bargaining Agreement and the governing body of said Association has executed the new Agreement on their behalf; and

WHEREAS, on the 4th day of November, 2024, the City of Mishawaka, Indiana, acting by and through its Board of Public Works & Safety, approved the new Collective Bargaining Agreement with the International Brotherhood of Teamsters Local No. 364 and the Mishawaka Common Council approved the contract by passing Ordinance 5779 on January 17, 2022. This Ordinance replaces Ordinance 5779 with corrections.

WHEREAS, Ordinance No. 1666 requires all Corrections to the Collective Bargaining Agreements to be approved by the Common Council of the City of Mishawaka.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF MISHAWAKA, INDIANA, THAT:

Section 1. The Correction to the Collective Bargaining Agreement executed the 4th day of November, 2024, effective January 1, 2025, between the Board of Public Works & Safety of the City of Mishawka, Indiana and the International Brotherhood of Teamsters Local No. 364 and the Mishawaka Common Council is hereby approved.

Section 2. This Ordinance shall be in full force and effect from and after its passage, signing, and attestation.

PASSED by the Common Council of the City of Mishawaka, Indiana, this ____ day of __________, 2024, at ______o'clock _____.M.

____
Gregg Hixenbaugh
Presiding Officer

ATTEST:

____
Deborah S. Block, IAMC, MMC, City Clerk

PRESENTED by me to the Mayor this ____ day of ________, 2024, at ________o'clock ____.M.

____
Deborah S. Block, CMC, City Clerk

APPROVED by me this ______ day of ________, 2024, at ________ o'clock ______.M

____
David A. Wood, Mayor

CITY OF MISHAWAKA

DAVID A. WOOD, MAYOR

Department of Sewer Maintenance
Thomas Dolly, Department Manager
Ian McAllister, Assistant Manager

November 18, 2024

Mishawaka Common Council
100 Lincolnway West
Mishawaka, Indiana 46544

Mr. President and Honorable Members of the Council:

I respectfully request your approval of the attached proposed ordinance, approving the collective bargaining agreement between the City of Mishawaka and the International Brotherhood of Teamsters, Local No. 364 for certain employees of the City of Mishawaka Sewer Department.

I plan to attend the meeting to speak in favor of approval and to be available to answer questions at the pre-Council meeting that evening. Feel free to contact me prior to the meeting at 574-514-9499 or at tdolly@mishawaka.in.gov.

Thank you in advance for your consideration.

Sincerely,

Tom Dolly
Sewer Division Manager

RESOLUTION NO. 2024-05

MISHAWAKA BOARD OF PUBLIC WORKS AND SAFETY

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF MISHAWAKA AND THE EMPLOYEES OF THE SEWER DEPARTMENT, REPRESENTED BY THE INTERNATIONALBROTHERHOOD OF TEAMSTERS, LOCAL NO. 364.

WHEREAS, the City of Mishawaka and the International Brotherhood of Teamsters Local 364, Local No. 360 have agreed to a Collective Bargaining Agreement for the period of January 1, 2025, to December 31, 2027; and

WHEREAS, such Agreement requires the approval of the Mishawaka Board of Public Works and Safety and the Mishawaka Common Council;

NOW, THEREFORE, BE IT RESOLVED by the Board of Public Works and Safety of the City of Mishawaka that:

Section 1. The attached Collective Bargaining Agreement between the City of Mishawaka and the International Brotherhood of Teamsters Local 364 is hereby approved, and

Section 2. This Resolution shall be forwarded to the Mishawaka Common Council for its review and final action.

ADOPTED by the Board of Public Works of the City of Mishawaka, on this 5th day of November 2024.

Kenneth Prince, President

Rebecca Maguire, Vice President

George Obren, Member

ATTEST:

Donna Burkhart

Donna Burkhart, Clerk of the Board

AGREEMENT

BETWEEN

CITY OF MISHAWAKA
SEWER DEPARTMENT

AND

TEAMSTERS LOCAL UNION NO. 364

Covering the period from January 1, 2025 through December 31, 2027

INDEX

ARTICLES OF AGREEMENT
CITY OF MISHAWAKA SEWER DEPARTMENT
AND TEAMSTER LOCAL UNION NO. 364
01-01-2025 through 12-31-2027

THIS AGREEMENT is between the City of Mishawaka ("City") and Teamsters Local No. 364 ("Union").

The City and the Union desire to establish and maintain sound labor relations, to facilitate the peaceful adjustment of grievances which may arise between the City and its employees, to promote safe and efficient operation of the Department, and to strive for a high standard of workmanship in the Department.

ARTICLE 1
RECOGNITION, UNION SHOP AND CHECK-OFF

Section 1.

A. No unit employee shall be required to become a member of the Union as a condition of employment or continued employment, and the parties agree that there shall be no discrimination by either the City or the Union against any unit employee because of membership or non-membership in the Union.

B. It is recognized and agreed that unit employees may or may not join the Union in accordance with the desires of individual employees.

C. It is further recognized that the Union, as the exclusive representative of all unit employees, regardless of whether the individual employees are Union members or not, owes the same duty of representation to all unit employees and agrees to provide such services to all unit employees; therefore, all unit employees shall, within ninety (90) days of the date of hire, pay a collective bargaining contract administration fee to the Union in an amount equal to the actual cost incurred by the Union for its representation of all unit employees, but such amount shall not exceed the monthly dues assessed Union members. The Union further agrees that no portion of the union dues or service fee assessments shall be used or expended for the support of political campaigns of individual, local, state, or national political candidates for public office, nor shall any union dues be used for this purpose.

D. The City shall deduct from the pay due all employees in the bargaining unit covered by this Agreement one month's union dues or service fee each alternate pay period not exceeding an amount certified by the Union and shall forward such dues and service fees to the Financial Secretary of the Union not later than the tenth (10th) day of the following month; provided, however, the employee has signed a written wage assignment. Such wage assignment shall continue in effect for the duration of this contract or until receipt by the City of a written notice of revocation of such order by the employee.

E. The City shall not be held liable for not collecting union dues or service fees for any month in which the employee receives (after deduction) pay less than the amount of such dues or service fees during the last pay period.

F. In the event an employee is receiving advance pay, such employee's union dues or service fees shall be deducted from that pay.

G. Union dues and service fees shall be authorized only during the existence of this Agreement.

ARTICLE 2
DEFINITIONS

The following definitions are a part of this Agreement:

A) **Advance Pay** -- Any compensation earned by an employee that is paid one (1) to three (3) days before that employee's vacation leave period begins.

B) **Bargaining Unit** -- All employees of the Mishawaka Sewer, Street, Central Motor Pool and Park Departments who are represented by the Union for collective bargaining purposes.

C) **City** -- Shall mean the Civil City of Mishawaka.

D) **Classification** -- Means any grouping of employees with similar job duties and with the same rate of pay.

E) **Compensatory Time** -- Means paid time off, which is accrued for overtime hours actually worked at the rate consistent with overtime pay.

F) **Employee** – Any person employed full-time by the City of Mishawaka Sewer Department, except department heads, supervisors, professional people, general foremen, part-time employees, temporary employees, office manager, and clerical personnel.

G) **Full-Time Employee** -- An employee who works at least forty (40) hours per week and for more than five (5) consecutive months in a calendar year.

H) **Holiday Rate** — Employee's regular pay rate plus time and one-half.

I) **Immediate Family** -- Father, mother, sister, brother, spouse, child, grandparents, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, step-father, step-mother, step-children, or other person residing in the same household of the affected employee.

J) **Extended Family** -- Uncle and aunt.

K) **Occurrence (attendance)** -- A failure to punch in or out, a late arrival, an early leave, or an absence that is not paid or excused in accordance with the terms of the Collective Bargaining Agreement.

L) **Occurrence (disciplinary)** -- A verbal warning, written warning, suspension or discharge for a violation of the Department's policies, procedures, rules and regulations.

M) **Overtime** -- Any hours worked beyond the eight (8) hour workday or beyond the forty (40) hour workweek.

N) **Part-Time Employee** -- An employee that works less than forty (40) hours per week and for more than five (5) consecutive months in a calendar year.

O) **Probationary Employee** -- A newly hired full-time employee who has worked for less than 91 calendar days. Such employee will be on probation for a period of 90 calendar days from the date of hiring unless the parties mutually agree to extend the probationary period and may be laid off or discharged during this period without recourse to this Agreement. After an employee's probationary period ends, the employee shall become a regular full-time employee and shall be subject to all the terms and conditions of this Agreement. Probationary employees shall not pay union dues or service fees until they become regular full-time employees.

P) **Pyramid** -- Compensating an employee twice for the same hours worked or compensating them at an amount equal to twice the permissible holiday or premium rates. Pyramiding does not include compensation for work performed on a holiday.

Q) **Reckless Misconduct** -- An employee engages in reckless misconduct when he intentionally does an act, or intentionally fails to do an act in violation of his duty that creates an unreasonable risk of danger to others.

R) **Supervisor** -- Any employee who is part of management and not a member of the bargaining unit.

S) **Temporary Employee** -- An employee who works full-time or part-time but for less than five (5) consecutive months in a calendar year.

ARTICLE 3
RIGHTS OF MANAGEMENT

Nothing in this Agreement shall permit or authorize the Union or any of its members to officiate in management or in a supervisory capacity. It is agreed that the City will not use this prerogative for the purpose of discrimination against the Union.

Except where specifically restricted in this Agreement, the parties agree that the City shall possess all the customary prerogatives of management including, but not limited to, those enumerated below:

A) To hire, promote, suspend, discharge or otherwise discipline employees for violation of rules it deems necessary to impose for the overall benefit of the residents of the City of Mishawaka, its employees and/or its plant operations, or for other proper and just causes.

B) Nothing in this Article shall abrogate the employee's rights to the grievance procedure.

C) To share resources (personnel) at all sites and locations within the bargaining unit. This provision only applies to personnel with the qualifications requisite to perform the work to be done. This provision shall not be construed, however, in such a manner as to preclude training or work required in emergencies where qualified bargaining unit employees are unavailable for required work.

D) May form a joint committee of management and union representatives to explore combining the Central Services and Sewer Teamster contracts.

E) Will allow for a fifteen (15) minute orientation with the union steward and new employee to discuss the union contract and membership in the union.

ARTICLE 4
HOURS OF WORK

Section 1.

Eight (8) consecutive working hours within a twenty-four (24) hour period will constitute a normal workday. Five (5) consecutive workdays, or forty (40) consecutive work hours shall constitute a normal workweek. All employees shall be paid time and one-half for all work done in excess of eight (8) consecutive hours per day or in excess of forty (40) work hours per work week. Overtime, premium and holiday rates shall not be pyramided. Double time will be paid for any Sunday worked and for all hours worked in excess of twelve (12) hours per shift.

Section 2.

Unless otherwise stated by the City, the work hours for employees shall be 7:00 a.m. to 3:00 p.m. If the City chooses to deviate from this schedule, the City shall provide the employees with at least five (5) working days' notice of any new schedule changes prior to their implementation. If the City gives less than five (5) working days' notice, the parties must mutually agree to the schedule change. There shall be one work break per day of one-half (1/2) hour length to be taken at the City garage or place designated by the City. If it becomes necessary for employees to work through their scheduled break, the break may be waived with supervisory approval, and the employee's workday will end one-half hour earlier than the normal scheduled time.

Section 3.

A) For the computation of overtime, an excused absence or an official holiday will be computed as aday worked.

B) Employees can accrue up to twenty-four (24) hours of compensation time. Employees will be given the option of pay or comp time for hours earned up to twenty-four (24) hours. Any hours earned overtwenty-four (24) will be paid out in overtime pay. Employees must make a good faith effort to use comp time in a timely fashion. Comp time may be requested at any time, and may be granted at the complete discretion of management. Employees must realize, however, that a comp time request is more likely to be granted the earlier it is requested.

Section 4.

A) If a job cannot be completed during the regular shift and management decides that the job must be completed on that particular day, the employee who has been working on that job duringhis regular shift shall be entitled to the overtime prior to senior employees being asked for overtime.

B) If an employee works on a scheduled day off, that employee will be guaranteed four (4) hours of work. If the employee completes the work for which he was scheduled in less than the guaranteed work period, then, at the employee's option, he may elect to be paid for the time actually worked, or he may perform other work assigned by management until the guaranteed work has expired.

C) If an employee is recalled to work after their regular shift, that employee will be guaranteed two (2) hours of work. However, if that employee completes the work for which he was recalled in less time than the guaranteed two (2) hours of work and chooses to punch out instead of performing other work assigned by management, he shall only be paid for the time he actually works.

Section 5. If, under normal operating conditions, management determines that additional employees are needed for work, management shall select employees for overtime work according to Article 4, Section 4, (A) of this collective bargaining agreement, and then from the overtime rotation list, taking first those employees within their classifications by seniority. Management shall update the rotation list for employees each day.

After-hours overtime in the event of an emergency will be offered first to the appropriate classification and then to the next qualified employee at the top of the rotation list. If an after-hours emergency occurs that requires any other classifications, those classification will first be considered before going to the rotation list. Any employee working overtime in a classification that is at a higher rate will be paid at the higher rate for overtime worked.

Section 6. Only in the event of a blatant overtime missed assignment, where management has not corrected a reported error, will pay be awarded. All other overtime missed assignments will be corrected by the subsequent assignment of overtime work.

Section 7. Overtime Call Out: Considering we are a Utility providing service to the residents of the City of Mishawaka we must be able to provide service regardless of rain, snow, or shine. Here below are situations listed that may warrant being called in for overtime or asked to stay over:

* Requests to Patrol problem areas while waiting for a rain event.

* Clearing blockages to inlets to prevent road hazards

* Vacuuming standing water to prevent road hazards

* Requests from residents/businesses to respond to sewer backups, sewer problems or standing water issues

* Contractors request for emergencies for exploratory reasons that have time constraints

* Completion of a job that started before the end of a shift that could not be completed in the time remaining.

Employees will be required to respond to 30 % of Overtime call out requests every six months whether they be a requested hold over from shift schedule, recalled back in after having ended shift and have left the sewer department, or called in on scheduled days off.

Management will ask skilled employees if needed first before calling other department employees (Example: An Advanced Operator is needed to operate a combination truck or camera truck), (Repairmen), (Locates-Inspections).

Management will call qualified employees that are not on a scheduled day off or holiday first.

All Employees will be called according to the overtime list for other emergencies not requiring a skilled position.

These overtime requests will not include requests made from Central Services for Snow or leaf removal.

Employees who have been requested to work overtime that do not meet the 30% requirement every six months will be written up according to the disciplinary schedule.

Application of Article 4, Section 7 is at the discretion of management and doesn't apply if an employee gets more than one callout per incident. Only one call per incident will be count.

ARTICLE 5
TARDINESS/LEAVING EARLY

Section 1. The following disciplinary schedule shall be followed:

Number of Tardiness/Leaving Early	Disciplinary step
One (1)	Verbal Warning
Two (2)	1st Written Warning
Three (3)	2nd Written Warning
Four (4)	1 Day off Without Pay
Five (5)	2 Days off Without Pay
Six (6)	3 Days off Without Pay
Seven (7)	Discharge

The number of occurrences accrued during the previous calendar year will be dropped to zero (0) on January1 of the following year.
After two (2) consecutive days of No Call/No Show, the employee will be discharged.

ARTICLE 6
HOLIDAYS

Section 1. Employees shall be granted ten (10) paid holidays each year in accordance with the City's holiday schedule. The City's holiday schedule will be posted by December 1st of the prior calendar year. In addition, the employees shall have two (2) random holidays each year.

Section 2. Any employee who works on any holiday shall receive their regular hourly rate plus time and one-half (1½) for the amount of hours worked; provided, however, the employees have worked the regularly scheduled day before and after the holiday unless officially excused by the Department Head or his assistants.

Section 3. Any employees called to work on a scheduled holiday shall be paid the holiday rate plus a minimum of four (4) work at the double time rate. However, if that employee completes the work for which he was recalled in less time than the guaranteed four (4) hours of work and chooses to punch out instead of performing other work assigned by management, he shall be paid for the time he actually works.

ARTICLE 7
VACATIONS

Section 1.

A) Employees hired before January 1, 2011 with less than twenty-five (25) years of service will retain their current vacation time off and thereafter earn vacation under the new schedule. Employees hired before January 1, 2011 with more than twenty-five (25) years of service will retain thirty (30) working days of vacation. Employees hired after January 1, 2011 will earn vacation in accordance with Section 2-598 of the Mishawaka Code of Ordinances.

B) Employees with the most department seniority shall have priority in selecting their vacation periods.

Seniority will prevail for any vacation time selected for the year, as long as the vacation time was selected between January 1 and March 31. After March 31, all vacations will be granted on a first-come, first-awarded basis. However, all vacation periods selected by employees are subject to prior approval by the City. The City may deny a vacation request if the City believes that granting a vacation to an employee will adversely affect the efficient operations of the Department.

C) An employee shall not take more than two (2) weeks of vacation (10 working days) at one time unless otherwise permitted by the Department Head.

D) Vacations can be taken in one-half day or one full day increments upon providing the Department Head twenty-four (24) hours' notice.

In computing vacation time to be allowed, years of service shall be deemed to be the calendar year in which the employee will have completed the years of service listed in the above schedule. With the exception of the employee with only one (1) year of service, that employee will receive his/her five (5) days after their anniversary date.

Section 2. When a paid holiday occurs during an employee's vacation, he shall receive an additional day of paid vacation.

Section 3. Bonus Days - A maximum of four (4) bonus days will be awarded on January 1. One (1) bonus bay will be earned every three (3) months if an employee has received no more than one occurrence (attendance or disciplinary) in a three (3)-month period. A newly hired employee may earn bonus days prorated from the date of hire to the next December 31 calculated on the basis of one bonus day for each full three (3)-month period of employment. Such days shall be awarded the next year. An Occurrence is defined as anytime an employee is in violation of departmental rules, fails to punch in or out, leaves before completion of shift without supervisor's approval, or is late.

Bonus days may be taken in one-half (½) day increments. Bonus days may be requested at any time, and are granted at the complete discretion of management. Employees must realize, however, that a bonus day request is more likely to be granted the earlier it is requested.

Section 4. No vacation time or bonus days may be carried over to the next year. The employee must make every effort to use his paid time off during the year it is available.

ARTICLE 8
GROUP INSURANCE

A) The City will provide health insurance to employees and their families at the same cost to the employee as other City departments.

B) Employees under the age of sixty-five (65) shall receive Fifteen Thousand Dollars ($15,000) life insurance.

ARTICLE 9
RETIREMENT PROGRAM

Section 1. PERF - The City agrees to continue the regular Public Employee's Retirement Fund.

Section 2. Retiree Health Insurance - The retiree health insurance plan shall be consistent with the policy established in Section 2-160 of the Mishawaka Code of Ordinances.

ARTICLE 10
STEWARDS

Section 1. The City recognizes the right of the Union to designate a steward and alternate to handle such Union business as may from time to time be delegated to them by the Union. Stewards and alternates have no authority to take strike action or any other action interrupting the City's business in violation of this Agreement or any action in violation of law, except as authorized by official action of the Union.

Section 2. The Union shall be allowed space for a Union bulletin board on which to post notices. Only notices concerning Union business shall be posted.

Section 3. Employees who are representatives of the Union shall not leave jobs or work areas for the purpose of assisting in the settlement of grievances or attending meetings with management representatives until prior permission has been obtained from their immediate supervisors, which permission shall not be unreasonably withheld. Meetings are to be held during regular working hours unless determined otherwise by mutual agreement.

ARTICLE 11
SENIORITY

Section 1. Types of Seniority - City employees within a bargaining unit shall obtain seniority on their ninety-first (91st) day of continuous, full-time employment, and such seniority shall be calculated to include the prior ninety (90)-day probationary period when successfully completed.

In the event a probationary employee has been given a thirty (30) or sixty (60) day extension after their ninety (90)-day probationary period to obtain his CDL, the employee will have no bidding rights until the employee has received his CDL. If the employee is unable to obtain his CDL within the agreed extension period, the employee will have no seniority and will be terminated.

There shall be two types of seniority for Mishawaka Sewer Department employees:

A) Bargaining Unit Seniority

Bargaining unit seniority shall be computed from the employee's most recent date of hire in this bargaining unit.

B) Departmental Seniority

Departmental seniority shall be computed from the employee's most recent date of hire within the specific department in which he is presently employed.

Section 2. Computation of Seniority - Any time spent by an employee on sick leave, vacation and military leave shall be included within the computation for seniority.

Section 3. Seniority Loss - The seniority of an employee shall terminate under any of the following conditions.

A) When a laid-off employee fails to give notice of his intention to return to work within three (3) working days after the City has sent a certified letter to his last known address requesting his return to work.

B) When a laid-off employee gives timely notice of his intention to return to work after the City has requested his return but fails to return to work on the specified date and time of recall.

C) When an employee resigns his employment with the City.

D) When an employee is discharged for just cause.

E) When an employee is laid off for more than twelve (12) months.

F) When an employee receives total permanent disability compensation.

G) When an employee retires.

ARTICLE 12
LAYOFF PROCEDURES

Section 1. If it becomes necessary for the City to lay off employees working in skilled or semiskilled job classifications, the City shall follow departmental seniority in determining which employees within each prescribed job classification to lay off. Employees with the least amount of seniority within each job classification shall be the first employees laid off. However, senior employees so laid off shall have the right to work within their department if qualified in a classification where their seniority warrants.

If a laid-off employee is not qualified in any other skilled or semi-skilled classification, he shall then be able to bid into the general labor job classification within his department and replace the junior employee in that classification. All employees doing so will retain their total departmental seniority.

Section 2. If the City must lay off an employee working in a general labor classification, the City shall lay off those employees with the least departmental seniority. Any laid-off employee shall be placed on a departmental call-back roster and a bargaining unit call-back roster.

ARTICLE 13
CALL-BACK

Section 1. Call-back Roster - In the event that an employee is laid off, the name of that employee will be placed on a departmental call-back roster and a bargaining unit call-back roster. The roster will contain the employee's name, address and telephone number, amount of departmental seniority and bargaining unit seniority, the department from which the employee was laid off, the employee's last job classification and the employee's qualifications.

Section 2. Call-back Procedure - When a job becomes available in the Sewer Department covered by this agreement, and there are employees whose names are on the departmental call-back roster, the employee with the most departmental seniority who is qualified for the job shall be offered the job. Once the departmental seniority list is gone through the bargaining unit seniority list will be used. If there are employees whose names are on the bargaining unit call-back roster, the employee with the most bargaining unit seniority who is qualified for the job shall be offered the job.

Section 3. Employee Call-back Rights and Obligations - Employees whose names are on the call-back roster may refuse to take a job in a department other than the one from which they were laid off without loss of seniority. However, any employee refusing to work in the department from which he was laid off for which he is qualified shall be terminated.

Section 4. Notice of Recall - In the event of a recall, an employee shall be given one (1) week notice of recall by certified mail to his last known address. In the event that the recalled employee fails to make it known, within three (3) working days of the receipt of the letter, to the City Human Resources Department of his intent to accept or reject the recall offer (as provided in paragraphs entitled, Callback Procedure and Employee Call-back Rights and Obligations), that employee shall lose his bargaining unit seniority and shall be terminated from employment.

Section 5. City Records - It is the responsibility of all laid off employees to furnish the Human Resources office with a current mailing address and telephone number. Any laid off employee not doing so shall be terminated.

ARTICLE 14
JOB VACANCIES

Section 1. If there is an apparent vacancy in a job classification covered by this agreement, the City shall post such vacancy within five (5) working days of the occurrence of said vacancy; or post that the vacancy will not be filled at this time. All vacant and newly-created positions covered by this Agreement shall be posted for bid at the department at which the opening exists for a period of three (3) working days. If no employee from that department bids and qualifies for that job opening, then the job opening shall be posted for a period of three (2) working days at all other City bargaining unit work sites and the Human Resources office. There shall be a maximum of two (2) successive bids to fill vacancies caused by the initial bid. Only one (1) later move or transfer within the bargaining unit per employee within a six (6)-month period may be exercised. This provision may be waived by mutual agreement between the City and the Union.

Section 2. Bidding Priorities - Provided the employee who bids for the job opening is qualified for the job, current employees will be given priority to fill the job opening as follows:

A) First priority will be given to employees with the greatest departmental seniority in the department in which the job exists.
B) Second priority will be given to employees with the greatest bargaining unit seniority.
C) Employees will be given consideration in filling posted vacant positions in the Mishawaka Utilities that are open to the public.
D) Departmental Seniority is not transferable from department to department.

Section 3. Qualifications for Jobs - Employees shall be allowed a reasonable qualifying time with a thirty (30)-day maximum to qualify for the vacancy. The Department Head will determine the qualifications of the employee and will also give specific reasons resulting in disqualification. Any dispute arising from the Department Head's decision is subject to the review of a Qualifications Committee composed of an equal number of representatives of the City and the Union. If an employee is disqualified, he shall be returned to his original job classification without loss of seniority.

Section 4. Promotion - Any unit employee who accepts a non-bargaining unit position within his department will have a thirty (30)-day tryout period before being removed from the Union seniority list. After thirty (30) days of employment such employee's seniority will be frozen for the duration of his service in a non-bargaining unit job. If said employee is permitted by the City to return to the bargaining unit in an open job, he will carry his total bargaining unit service as of his seniority date.

ARTICLE 15
PAYDAYS

Pay will be distributed as prescribed by the City Controller.

ARTICLE 16
FLEXIBLE TIME OFF/LONG-TERM DISABILITY

Section 1. Flexible Time Off (FTO)

A) In recognition of the need for its employees to be away from work, City agrees to establish and accrue a bank of time off for any personal needs such as personal or family illness, extension of bereavement leave or vacations, or for any other purpose. Such bank may also be used to satisfy the five (5)-day waitingperiod for Long Term Disability Leave (LTD) described in Section 2. Such bank will not include personal holidays, bereavement leave (unless as an extension), jury or subpoenaed witness duty, LTD leave, leave of absence, or military leave.

B) FTO accrual shall begin on the first day of employment for full-time employees and may be taken as accrued. Accruals shall be credited to each employee's account on the first day of each month for the prior month's service at the rate of one-half (1/2) day per month and continue at the same rate for each month of credited service.

C) FTO days will continue to accrue as long as the employee remains in paid status, subject to the limitation listed in (G) of this section.

D) FTO days may be taken in full or half-day increments. If becoming ill at work and leaving early, employees will be charged with one-half (½) FTO day if leaving after mid shift and a full FTO day if leaving before mid shift.

E) Employees are expected to plan time off, setting aside some time in their personal bank for sickness. Employees are encouraged to keep a minimum of five (5) days in their bank at all times to provide for unexpected short-term sickness or for the required five (5)-day LTD waiting period described in Section 2. If all FTO days or any other paid leave time are not available, any short-term illness will be an excused absence, but without pay. Likewise, any long-term illness will result in a loss of pay for the five (5)-day waiting period. The City retains the right to limit the number of excused absence occurrences as described in this subsection.

F) Employees should schedule FTO time at least twenty-four (24) hours in advance with the approval of a supervisor. The City recognizes, however, that there will be times, such as days an employee or a dependent is ill or a personal emergency arises that cannot be anticipated. In such cases, it is the responsibility of the employee to inform his/her supervisor as soon as possible prior to the beginning of a workday or shift of such absence and when the employee expects to be able to return to work.

G) Employees may carry over accrued but unused FTO days from year to year but in no event can they accumulate more than twenty-five (25) FTO days.

H) All FTO days shall be on the basis of the employee's regular base day's salary.

I) City will buy back FTO days from any employee, up to a maximum of six (6) FTO days per year. It is the responsibility of the employee to make timely application prior to this buy-back arrangement if so desired. In any event, City will not buy back an amount of FTO days which would reduce the employee's personal bank to less than five (5) days, except as provided in paragraph (J) of this section.

J) In the event a regular, full-time employee's service to the City is terminated, including termination due to death or retirement, he/she shall be entitled to pay in lieu of FTO days for days due and not yet taken as of the date of such termination, including any FTO days carried over from prior years.

Section 2. Long-Term Disability (LTD) – The long-term disability plan shall be consistent with the policy established in Section 2-595(b) of the Mishawaka Code of Ordinances.

ARTICLE 17
FUNERAL LEAVE AND LEAVE OF ABSENCE

Section 1. An employee will be eligible for paid funeral leave for three (3) working days to make preparations for and attend the funeral and burial of a member of the employee's immediate family and to attend to any necessary legal matters of the decedent or his/her estate. An employee will be eligible for paid funeral leave for one (1) working day to make preparations for and attend the funeral and burial of a member of the employee's extended family and to attend to any necessary legal matters of the decedent or his/her estate.

Section 2. Employees may be granted leave of absence without pay and without discrimination or loss of seniority rights for justifiable reasons agreed upon by both the Department Head and representatives of the Union. The maximum leave of absence, except in cases of compulsory military service, shall be for no more than twelve (12) weeks. In the event such a leave is requested, the procedures outlined in the Family Medical Leave Act will be followed. Failure to comply with this provision shall result in the complete loss of rights for the employee involved. Seniority will be frozen during leaves of absence, except in cases involving military service and on-the-job injury.

ARTICLE 18
JURY DUTY

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

ARTICLE 19
GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Procedure to be followed:

The City and the Union recognize that, from time to time, grievances, disputes and complaints may arise over matters within the purview of this Agreement. Therefore, whenever the Union or any employee feels that the City has acted erroneously or improperly in interpreting and applying any of the provisions of this Agreement, then the Union or the employee may invoke the provisions of Article 19. Except in the first step, all grievances and answers shall be in writing. The grievance shall be processed only outside working hours or by mutual agreement in a manner hereinafter set forth.

First Step: The aggrieved employee shall present his grievance individually, or with the union representative, to his immediate supervisor within five (5) working days of the occurrence of the grievance. The immediate supervisor shall respond to the grievance within five (5) working days after it is presented to him/her.

Second Step: If the grievance is not settled in the First Step, the employee alone, or the employee and the union representative, may submit the grievance to the head of the Department within five (5) working days after the answer is given in the First Step. The Department Head shall give his answer within five (5) working days after receiving the grievance.

__Third Step:__ If the grievance is not settled in the Second Step, the employee alone, or the employee and the union representative may submit the grievance to the Director of the Human Resources within five (5) working days after the answer is given to the Second Step. The Director of the Human Resources shall give his answer within five (5) working days after receiving the grievance.

__Fourth Step:__ There shall be a Joint Grievance Committee (JGC) comprised of two (2) union representatives to be appointed on a case-by-case basis by the Union, and two (2) City representatives to be appointed on a case-by-case basis by the City. No person shall participate as a JGC member in any case in which such person was a witness, served as a representative of any party in the grievance process, or has any personal interest in the matter. The JGC shall meet to hear grievances which have not been resolved in the above steps of the Grievance Procedure. The JGC shall have the power and authority to make a final and binding decision with respect to any matter properly brought before it, but has no power to alter the agreement, except when requested by both parties, to modify provisions of the agreement.

The City shall make its presentation first to the JGC in discharge and suspension cases, and the Union shall present first in all other cases, but the JGC may alter such procedures and make rules of procedure to ensure a fair hearing to all parties. The JGC shall render its decision in writing in cases involving suspensions of five (5) days or longer and involving discharges, and either party may request a written decision or a bench decision in any other case.

A majority decision by the JGC is final and binding upon the Union, City, grievant, and all affected employees. Unwritten decisions and noticed from the JGC that they are deadlocked normally shall be rendered within twenty-four (24) hours of the close of the hearing, and written decisions normally shall be rendered within seventy-two (72) hours of the close of the hearing, but the JGC has the right to take such time as is necessary (such as for research) in order to render a full and fair decision.

__Fifth Step:__ If the grievance cannot be settled in the Fourth Step, the employee may submit a written request to the Department of Human Resources within 5 (five) days requesting the services of an arbitrator from the State of Indiana to decide the issue. Either party may send a letter to the Federal Mediation and Conciliation Service requesting the services of an arbitrator from the State of Indiana to decide the issue. As soon as possible, a meeting shall be held with a mutually agreed-upon arbitrator. Both parties may submit evidence and call witnesses to testify as to the facts concerning the grievance and the arbitrator shall make the decision on the evidence presented. The arbitrator shall have no authority to add to, detract from, or in any way modify the terms of this Agreement. Both parties agree to abide by the arbitrator's decision. The City and the Union shall share equally any fees charged by the State for arbitration service.

__Section 2.__ The following provisions shall apply to the grievance procedure:

A) Saturdays, Sundays and holidays shall not be used in determining days in reference to the grievance procedure.

B) Failure of the City to give an answer to the grievance as of the last day to answer shall be considered a denial of the grievance and the employee shall have the right to then proceed to the next step of the grievance procedure.

C) The City shall give the Union representative sufficient copies of the written answer in each step of the grievance procedure to distribute to each employee present at the grievance meeting.

D) Unless consolidated by agreement of the City and the Union, each grievance shall be considered a separate case.

E) If the Union does not appeal within five (5) days of each step, the grievance is considered to be void.

F) The time for filing a grievance involving the rate of pay shall begin on the day the employee receives his paycheck containing the grieved pay rate, unless it is previously filed.

<u>Section 3.</u> Inasmuch as a grievance procedure has been agreed upon, there shall be no strikes, stoppages of work, slowdowns, sit downs, sympathy strikes or other forms of interference with normal work routines during the life of this agreement or extension thereof. Both parties recognize the fact that service to the public is of mutual interest and will cooperate in all matters relating to labor management.

<u>Section 4.</u> The City agrees that it will not cause or direct any lockout of the employees.

ARTICLE 20
VALIDITY

This Agreement shall be subject to all Federal, State and local laws, and in the event any provision of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect.

It is further agreed that in the event any such provisions are finally held to be invalid, the parties hereto agree to meet within thirty (30) days thereof to negotiate the modifications or substitution of such clause or clauses so held to be invalid.

ARTICLE 21
SUBCONTRACTING

It is the intention of the City not to deprive the employees of work covered by this Agreement either by subcontracting or by hiring an outside agency. However, the parties hereto understand and agree that occasions will arise whether of an emergency nature or otherwise when it will be necessary for the City to authorize outside manpower and/or equipment to properly perform its function.

ARTICLE 22
DISCHARGE OR SUSPENSION

A) (1) The City shall not discharge nor suspend any employee without just cause, but in respect to discharge or suspension the City shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union and Steward; provided, however, the employee has not committed one of the following acts or omissions performed while on duty:

(a) Dishonesty
(b) Recklessness Misconduct
(c) Carrying of unauthorized passengers
(d) Fighting
(e) Failure to perform first echelon maintenance

If the employee has committed any of the above-mentioned acts or omissions, the City does not need to provide the employee with said notice.

(2) The warning notice herein provided shall not remain in effect for a period of more than six (6) months from date of said warning notice.

B) (1) Discharge must be by proper written notice to the employee and the Union. Any employee may have recourse to the grievance procedure upon his discharge or suspension. Should such procedure prove that an employee was discharged without cause, he shall be reinstated and compensated at his usual rate of pay while he has been out of work because of such discharge or suspension.

(2) The parties shall mutually agree to additional rules regarding just cause for discharge and disciplinary action.

C) No employee will be required to speed up work in violation of minimum safety standards.

D) Uniform rules and regulations with respect to disciplinary action may be drafted and posted for seven (7) working days. Such approved uniform rules and regulations shall prevail in the application and interpretation of this Article.

ARTICLE 23
GENERAL PROVISIONS

Section 1. Uniforms –

A) The City shall provide a sufficient amount of rainwear and boots to employees for use during inclement weather. The City shall also furnish uniforms and gloves to be worn by the employees during all working hours. A total of eleven (11) uniforms will be furnished per year.

B) Each employee shall have an allowance to be spent on work boots according to the following schedule:

Employed with Sewer Department on or before December 31, 2025: $525;
Employed with Sewer Department after December 31, 2025, but before December 31, 2026: $350;
Employed with Sewer Department after December 31, 2026 but before December 31, 2027: $175.

The purchase price of each properly-documented purchase of work boots will be deducted from the employee's allowance, with the remainder available for future work boot purchases through the end of the term of this contract. Upon termination of employment with Sewer Department, the employee forfeits any remaining allowance.

C) The City will provide seasonal apparel (winter jacket, lightweight jacket, hooded sweatshirt).

D) The City will allow for the exchange and replacement or repair of apparel damaged in the line of duty with the approval of the Department Manager.

E) Employees shall be held responsible for any damage they cause to their uniform as well as any uniforms they lose. However, no employee shall be required to pay for uniform damage caused by normal wear and tear, nor shall they be held responsible for damaged or missing uniforms the condition of which was created by forces outside of their control.

Section 2. Revoked or Suspended License - In the event an employee has his Commercial Driver's License revoked or suspended due to negligence, driving under the influence of alcohol or narcotics, or driving while intoxicated, he shall be placed in the lowest job classification and pay rate within that department for no more than one hundred twenty (120) days or until the Commercial Driver's License has been reinstated, whichever occurs first. Upon reinstatement of his Commercial Driver's License, the employee will be returned to his former job classification and pay rate. If the license is not reinstated within that time period, the employee shall be terminated.

Section 3. Training –

A) A wastewater collection system operator certification program shall be established for the purpose of developing better-informed and qualified employees. Job related training must be available during non-working hours and approved by the Department Manager. Tuition, books and required materials shall be paid for by the Department if the employee completes and passes the course of study; however, there shall be no wages nor compensation paid for the attendance at such course, whether passed or not. Upon satisfactory completion of each class level of the course, a certification bonus shall be added to the qualifying employee's base wage.

B) Employees in a job classification which has more than one (1) grade level shall not be advanced to the next grade level until they have been evaluated. Such employees shall be evaluated at least as often as every 1,040 hours of work completed.

Section 4. Physicals - Employees holding a CDL will have the option of having their required physical examination arranged and paid for by the City at a facility of the City's choice and billed directly to the City, or arranging the physical examination at a facility or physician of the Employee's choice and at his own expense.

Section 5. CDL - For new employees and for current employees bidding into a job requiring a CDL, the City will pay for the required drug screen and may allow the employee to use a City vehicle to take the driver's test. In the event that the City decides not to allow the employee to use a City vehicle, the City shall reimburse a maximum of $50 to the employee for the rental of a BMV vehicle for the test. This reimbursement may only be requested once during the tenure of the employee. If an employee moves into a new job that does not require a CDL, but wishes to maintain his CDL, the City shall not be responsible for paying any associated costs.

Section 6. Cross-Training – The City will provide cross-training for employees either during regular working hours or outside of regular working hours as the workload permits. Pay will not be upgraded in cross-training situations.

ARTICLE 24
WORKER'S COMPENSATION

Section 1. In the event an employee is absent due to an injury sustained on the premises which is determined to be compensable under Worker's Compensation laws, the following applies:

A) Employees must bridge the first five (5) workdays with any leave time available to them at the time.

B) Employees will be paid the difference between the daily rate paid through Worker's Compensation and the employee's daily salary less seven (7) days of absence. In the event the employee is absent twenty-two (22) or more days, the City's subsidy to the employee's Worker's Compensation pay will terminate until an amount equal to the Worker's Compensation check for the first seven (7) Worker's Compensation days of absence has been paid to the City. Upon receipt of such reimbursement the City's subsidy will be in accordance with Article 16 Flexible Time Off/Long Term Disability.

C) The City's physician must validate their employee's absence during any of the first seven (7) days. In the event that Worker's Compensation is to be used it shall be the responsibility of the employee to follow all of the established procedures for applying for Worker's Compensation.

Section 2. If an employee is absent due to a work-related injury or illness for more than twenty-one (21) days and uses paid time off for the first five (5) working days, the City shall reinstate the employee's paid time off used for the first five (5) workdays.

Section 3. In the event of an occupational injury, the employee will follow the treatment procedures as provided through the City's occupational health provider. If an employee's occupational injury is determined as temporary partial disability (TPD), the employee, in consultation with the attending physician, may be released for modified duty, performing tasks that would not likely aggravate or lead to further injury. Light duty opportunities may include, but are not limited to, desk and clerical work, janitorial, grounds keeping and other non-bargaining unit jobs assigned by the Supervisor.

Section 4. If an employee sustains an on-the-job injury, the employee shall obtain a written medical release from the employee's treating health care provider before such employee can return to work.

ARTICLE 25
DRUG-FREE WORKPLACE

The Union and the employees agree that they shall comply with all reasonable drug and alcohol policies which may be established by the City for all City employees covered by and set forth in its personnel policies and procedures.

ARTICLE 26
LONGEVITY BONUS PLAN

The following Longevity Bonus Plan will be provided to the Sewer Department employees according to the following terms. This schedule is based upon years of service and does not have an upper limit. Longevity pay shall be distributed annually on the first payday following each individual employee's anniversary date, as part of his regular paycheck.

Payments shall be made according to the following schedule:

Years of Service	Annual Increment	Bonus
1	$15.00	$15.00
2	$25.00	$40.00
3	$35.00	$75.00
4	$45.00	$120.00
5	$55.00	$175.00
6	$80.00	$255.00
7	$80.00	$335.00
8	$80.00	$415.00
9	$80.00	$495.00
10	$80.00	$575.00

An additional $85.00 will be added for each year of service after the tenth year.

ARTICLE 27
TEMPORARY JOB TRANSFERS

Temporary job transfers to another bargaining unit department shall be assigned from a group of employees which the City determines is available and qualified. The group of employees will then have input into who is transferred. If the group of employees cannot resolve who will be transferred, the transfer will be at the City's sole discretion.

A) When an employee is temporarily transferred to a job in a higher-paying classification, he shall be upgraded to the pay rate of that classification for time spent on that job.

B) An employee temporarily assigned a job with a lower rate shall not be downgraded in pay.

C) Should overtime be needed, the City shall at all times offer the overtime to employees who work within the Department requiring the overtime according to their specific overtime procedure. In the event that nobody accepts the overtime from within the Department, the City shall have the right to utilize employees outside of the Department, subject to all of the conditions contained in this Article.

D) Should overtime be necessary for a temporarily transferred employee, the employee who has performed the work during regular hours will continue to work the overtime assignment if additional manpower is needed after exhausting the overtime list procedure in the affected department.

ARTICLE 28
JOB CLASSIFICATIONS

Advanced Operator – this classification includes:
- (a) Vactor Combination Truck Operator
- (b) Aquatech Combination Truck Operator
- (c) Camera Truck

OperatorGIS Coordinator
Repairman
Utility
Operator
General Laborer II
General Laborer I
General Laborer

Specialty Pay:

CDL holders:	Tanker endorsement	$1,000.00
	Class B	$500.00
	Class A	$750.00
WW Col 1		$500.00
WW Col 2		$500.00
NASSCO		$1,000.00
GS1 Intro		$1,000.00
GS1WK Flows		$1,000.00
GS1 Basic Certificate		$750.00
GS1 Start		$750.00

ARTICLE 29
TENURE OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from January 1, 2025 to and including December 31, 2027.

Section 2. The parties agree to open negotiations with sixty (60) days' prior notice provided on or about July 1, 2025 for the purpose of negotiating wages only.

Section 3. The parties agree to open negotiations with sixty (60) days' prior notice provided on or about July 1, 2026 for the purpose of negotiating wages only.

Section 4. The parties agree to open negotiations with sixty (60) days' prior notice provided on or about July 1, 2027 for the purpose of negotiating a new labor agreement, including wages and benefits.

Approved this Day of , 2024.

BOARD OF PUBLIC WORKS AND SAFETY
for and on behalf of the
CITY OF MISHAWAKA, INDIANA

By______________________
Kenneth B. Prince, President

By Rebecca S Maguire
Rebecca S. Maguire, Vice-President

By______________________
George Obren, Member

ATTEST: Donna Burkhart
Donna Burkhart, Clerk, BPWS

CHAUFFEURS, TEAMSTERS AND HELPERS
LOCAL UNION NO. 364 affiliated with the
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

By Robert R Warnock III 10-30-2024
Robert R. Warnock, III, President

2025 WAGES

Classification	Wages
Advanced Op. Video	$28.06
Advanced Op. Combo	$28.67
GIS Coordinator	$27.15
Locator/Construct Insp	$27.15
Repairman	$26.88
Utility Operator	$26.31
General Laborer II	$24.43
General Laborer I	$24.19
General Laborer	$21.02

PROPOSED ORDINANCE NO. 2024-33

ORDINANCE NO. ______________
AS AMENDED

AN ORDINANCE AMENDING ORDINANCE NUMBER 5898AA WHICH ESTABLISHED A DESIGNATED OUTDOOR REFRESHMET AREA

WHEREAS, Indiana Code 7.1-3-31 authorizes the establishment of a Designated Outdoor Refreshment Area;

WHEREAS, the Common Council believes it is in the best interests of the City to amend and expand their Designated Outdoor Refreshment Area in the City's downtown, as authorized by Indiana Code 7.1-3-31 et seq, which Area is shown on the attached Map- Exhibit A.

NOW, THEREFORE, BE IT ORDAINED, by the Common Council of the City of Mishawaka, Indiana, as follows:

Section 1. All definitions in Ind. Code 7.1-3-31 *et seq.* shall apply to this Ordinance.

Section 2. The Common Council hereby adopts the revised Map of the City of Mishawaka Downtown Designated Outdoor Refreshment Area attached hereto as Exhibit A and incorporated herein by reference.

Section 3. That the following area is designated as the City of Mishawaka Downtown Designated Outdoor Refreshment Area (hereinafter "Downtown DORA":

LEGAL DESCRIPTION (Being amended to include the traditional Mishawaka Downtown area) – A PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 3 EAST, PENN TOWNSHIP, CITY OF MISHAWAKA, ST. JOSEPH COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 IN THE MILL AT IRONWORKS AS RECORDED UNDER INSTRUMENT NUMBER 1735080 IN THE OFFICE OF RECORDER OF ST. JOSEPH COUNTY, INDIANA; THENCE NORTH ALONG THE EAST RIGHT-OF-WAY LINE OF HILL STREET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF IRONWORKS AVENUE, A DISTANCE OF 450' MORE OR LESS TO A WEST WALL OF COMMERCIAL TENANT SPACES AT 235 IRONWORKS AVENUE, SUITES C, D, AND E, CURRENTLY OCCUPIED BY SUN KING BREWERY; THENCE SOUTH ALONG SAID WEST WALL, A DISTANCE OF 50' MORE OR LESS TO A SOUTH WALL OF SAID COMMERCIAL TENANT SPACES; THENCE EAST ALONG SAID SOUTH WALL, A DISTANCE OF 13' MORE OR LESS TO A WEST WALL OF COMMERCIAL TENANT SPACES AT 235 IRONWORKS AVENUE, SUITES C, D, AND E; THENCE SOUTH ALONG SAID WEST WALL, A DISTANCE OF 180' MORE OR LESS TO A NORTH WALL OF A COMMERCIAL TENANT SPACE

AT 235 IRONWORKS AVENUE, SUITE A, CURRENTLY OCCUPIED BY SOCIAL CANTINA; THENCE WEST ALONG SAID NORTH WALL, A DISTANCE OF 10' MORE OR LESS TO A WEST WALL OF SAID COMMERCIAL TENANT SPACE; THENCE SOUTH ALONG SAID WEST WALL AND THE EAST EDGE OF PAVEMENT OF A ENTRANCE DRIVE TO A PUBLIC PARKING GARAGE, A DISTANCE OF 90' MORE OR LESS TO THE NORTHERN EDGE OF PAVEMENT OF W. FRONT STREET; THENCE NORTHEASTERLY ALONG SAID NORTHERN EDGE OF PAVEMENT, A DISTANCE OF 400' MORE OR LESS TO THE SOUTHERLY PROJECTED EAST LINE OF LOT 2 IN IRON WORKS PHASE II AS RECORDED UNDER INSTRUMENT NUMBER 0833003 IN SAID OFFICE OF RECORDER; THENCE NORTH ALONG THE WEST RIGHT-OF-WAY LINE OF NORTH MAIN STREET TO A NORTHEAST CORNER OF OUTLOT A IN SAID THE MILL AT IRONWORKS; THENCE NORTHWESTERLY ALONG A LINE PARALLEL TO AND 30' MORE OR LESS SOUTH OF THE SOUTH BANK OF THE ST. JOSPEH RIVER, A DISTANCE OF 185'; THENCE NORTH PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 7' MORE OR LESS TO THE SOUTH EDGE OF PAVEMENT OF THE RIVERWALK; THENCE WESTERLY ALONG SAID SOUTH EDGE OF PAVEMENT OF THE RIVERWALK, A DISTANCE OF 690' MORE OR LESS TO A NORTHERLY PROJECTED WEST LINE OF SAID OUTLOT A; THENCE SOUTH ALONG SAID PROJECTED WEST LINE, A DISTANCE OF 5' MORE OR LESS TO A SOUTH LINE OF SAID OUTLOT A ALSO BEING THE NORTH RIGHT-OF-WAY OF N. HILL STREET; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE OF N. HILL STREET, AND THE NORTH LINE OF LOT 2 IN SAID THE MILL AT IRONWORKS, A DISTANCE OF 260' MORE OR LESS TO A POINT 90' WEST OF THE WEST RIGHT-OF-WAY LINE OF N. HILL STREET; THENCE SOUTH PARALLEL TO SAID WEST RIGHT-OF-WAY LINE OF N. HILL STREET, A DISTANCE OF 550' MORE OR LESS TO THE SOUTH EDGE OF A SIDEWALK NORTH OF W. FRONT STREET; THENCE EAST ALONG SAID SOUTH EDGE OF A SIDEWALK, A DISTANCE OF 250' MORE OR LESS TO THE SOUTHERLY PROJECTED WEST LINE OF SAID LOT 1 IN THE MILL AT IRONWORKS; THENCE NORTH ALONG SAID PROJECTED WEST LINE, A DISTANCE OF 12' MORE OR LESS TO THE POINT OF BEGINNING. SAID DESCRIBED TRACT CONTANING 11.89 ACRES, MORE OR LESS.

Except all residential property is excluded.

<u>Section 4.</u> The Common Council hereby adopts the amended Map of the City of Mishawaka Downtown Designated Outdoor Refreshment Area attached hereto as <u>Exhibit B</u> and incorporated herein by reference. This map reflects designated permittee and event vendor locations within the Downtown DORA as follows:

A. Sun King Brewing, 235 Ironworks Avenue, Suite C, Mishawaka, Indiana 46544;
B. Ball Band Biergarten, 230 Ironworks Avenue, Mishawaka, Indiana 46544;
C. Mishawaka Public House, 330 N. Hill Street, Mishawaka Indiana 46544;
D. Ironworks Event Center, 414 N. Hill Street, Mishawaka, Indiana 45644;
E. Social Cantina, 235 Ironworks Avenue, Suite A, Mishawaka, Indiana 46544;
F. Future – Mill at Ironworks, Phase II
G. Future – Mill at Ironworks, Phase II
H. Temporary Event Vendor Chicory

New DORA map and boundary to be inclusive of these establishments (pending)

I. Jesus Latin Grill & Tequila Bar - 122 N Hill St, Mishawaka, IN 46544 ·
J. Doc Pierces - 120 N Main St, Mishawaka, IN 4654
K. Craft One Half - 112 N Main St, Mishawaka, IN 46544 ·
L. Vinyl Tap - 117 S Main St, Mishawaka, IN 46544
M. Phoenix - 101 Lincolnway W, Mishawaka, IN 46544
N. ZING - 206 N Main St, Mishawaka, IN 46544 ·
O. Chickory Café - 114 W 1st St, Mishawaka, IN 46544

Section 5. The Common Council finds that the amended, expansion of the established Downtown DORA is consistent with the City of Mishawaka's Zoning Code.

Section 6. The Common Council hereby approves and adopts the minimum signage designating the Downtown DORA attached hereto as Exhibit C and incorporated herein by reference and directs the City to place the signage at the designated locations on Exhibit C. The Common Council further recognizes that additional signage designating the Downtown DORA may be warranted and necessary. Therefore the Council hereby authorizes the City of Mishawaka Board of Public Works and Safety (hereinafter "BPWS") full authority to increase the number of or otherwise change the signage in its sole discretion.

Section 7. The Common Council hereby establishes the following dates and hours of operation for the Downtown DORA:

A. The Downtown DORA will be only open on the days of the week and hours established under the terms of this ordinance and consistent with the terms of I.C. 7.1-3.1-14. The Downtown DORA shall be in effect following the passage of this Ordinance on Wednesdays, Thursday, and Friday from 4:00 p.mm to 10:00 p.m., with last call at 9:30 p.m.; from 12:00 p.m. to 10:00 p.m. on Saturday with last call at 9:30 p.m.; and from 11:00 a.m. to 4:00 p.m. on Sunday with last call at 3:30 p.m.
B. By no later than October 31, 2024, the Common Council's Public Health and Safety Committee shall conduct a review and evaluation of the operation of the Downtown DORA. This review and operation will include the consideration of whether the Downtown DORA will continue in operation indefinitely. Additionally, the review and evaluation will include consideration of the expansion of the Downtown DORA to include a larger portion of the Central Business District. The Common Council must take formal action by ordinance to make changes to the Downtown DORA and all such changes must comply with the requirements of Indiana law, particularly Indiana Code 7.1-3-31, as from time to time amended.
C. The Mayor of the City of Mishawaka, acting in conjunction with the Chief of Police, is authorized to further restrict days and hours of operation and/or to suspend the operation of the Downtown DORA on a temporary basis and as is necessary in order to preserve the public health and safety of the community, subject to the subsequent approval of the Common Council.

D. Consistent with general principles of Indiana law, the Common Council retains the general authority to terminate the operation of the Downtown DORA at anytime following the passage of an appropriate ordinance.

__Section 8__. The following retailer permittees have submitted a completed application to the City to participate in the Downtown DORA as a Designated Permittee and the City finds that each of them is an appropriate Designated Permittee and requests that the Indiana Alcohol and Tobacco Commission issue each a "refreshment area designation:

A. Mishawaka Public House, 330 N. Hill Street, Mishawaka Indiana 46544; and
B. Social Cantina, 235 Ironworks Avenue, Suite A, Mishawaka, Indiana 46544.

The Common Council hereby authorizes the BPWS to administer the approval of any and all requests for designated permittee status within the Downtown DORA, subject to the requirements of Indiana law. This delegation of authority to the BPWS shall include the approval of a request by a designated permittee to expand operations into an area within the Downtown DORA that is outside of a designated patio area and the approval of a request by a vendor holding a temporary vendor designation to participate in an event or festival held within the Downtown DORA. However, in no event shall the BPWS approve a request by a temporary vendor to establish a permanent presence in the Downtown DORA until and unless the temporary vendor is able to meet the statutory requirements for consideration as a designated permittee.

__Section 9.__ The Common Council finds that nothing in this ordinance prohibits a business, landlord, or other establishment located within the Downtown DORA from prohibiting open containers of alcoholic beverages to enter their premises or from prohibiting alcoholic beverages purchased from another establishment to enter their premises. However, the City of Mishawaka maintains full authority and control over the sidewalks and common area in the Downtown DORA and no individual or entity may prohibit or limit open containers in such public spaces within the Downtown DORA except for the Mishawaka Police Department.

__Section 10.__ Upon receipt of a "refreshment area designation" from the Indiana Alcohol and Tobacco Commission, a designated permittee as defined by Indiana law shall remove all stanchions, fencing, or other means of separation previously required by law from all common areas, sidewalks, and right of way of the City of Mishawaka as provided by Ind. Code 7.1-3-31-15. The failure to remove said enclosures within seventy-two (72) hours of receiving notice from the City shall result in a fine in accordance with the terms of the municipal code.

__Section 11.__ In accordance with Ind. Code 7.1-3-31 *et seq.*:

A. A person may consume an alcoholic beverage purchased from a designated permittee or vendor anywhere within the refreshment area boundaries, subject to the right of any retailer permittee or business within the refreshment area to refuse to allow individuals to enter the licensed premises or business with an alcoholic beverage.
B. All designated permittees and vendors may allow a person to exit the designated permittee's or vendor's licensed premises with not more than two (2) open containers of an alcoholic beverage at a time. The contents of an open container may not exceed the following:
    1. Beer or flavored malt beverage of not more than sixteen (16) ounces;

2. Wine, cider, or hard seltzer of not more than twelve (12) ounces; or
3. A mixed drink of not more than ten (10) ounces containing not more than two (2) ounces of liquor.

C. A sign, as required by Ind. Code 7.1-3-31-16, must be posted at each exit of a designated permittee and on the licensed premises of a vendor.
D. Designated permittees and vendors operating within the Downtown DORA are required to use only non-breakable plastic bottles, plastic cups, or paper cups for alcoholic beverages consumed outside of licensed premises but within the refreshment area. Furthermore, all such bottles or cups must be affixed with a logo approved by the BPWS that indemnifies the container for use only in the Downtown DORA.
E. The BPWS shall approve an appropriate public safety plan for the Downtown DORA. The public safety plan must reflect the Common Council's expectation that the provision of public safety services to the Downtown DORA will not result in the dedication of public safety personnel and resources to the Downtown DORA in a manner that is detrimental to the City of Mishawaka as a whole. In addition, the public safety plan must authorize the Chief of Police in his or her sole discretion to mandate the use of private security resources within the Downtown DORA as is necessary.
F. The BPWS shall also approve an appropriate sanitation plan for the Downtown DORA.
G. Glass containers may only be allowed in a designated permittee's outdoor dining area and may not be removed into the Downtown DORA.

This Ordinance shall be in full force and effect upon its passage, approval, and publication pursuant to Indiana law.

Passed by the Common Council of the City of Mishawaka, Indiana, on this _____ day of _______________, 2024.

____
Gregg Hixenbaugh, President

ATTEST:

____
Deborah S. Block, IAMC, CMO, MMC
City Clerk

Presented to the Mayor this ________ day of ________________.2024.

____
Deborah S. Block, IAMC, CMO, MMC

City Clerk

Approved this _______ day of _____________________, 2024.

____

David A. Wood
Mayor

CITY OF MISHAWAKA

Deborah S. Block, IAMC, MMC
NOV 14 2024
City Clerk
Mishawaka, IN

DAVID A. WOOD, MAYOR

OFFICE OF THE MAYOR

Dear President Hixenbaugh and Honorable Members of the Mishawaka Common Council,

I am writing to recommend an expansion of Mishawaka's existing Designated Outdoor Refreshment Area (DORA) to include the traditional downtown area, based on the positive results we've seen with the current DORA in the Ironworks Plaza area. Since its implementation, the DORA has operated successfully and without incident, providing an enjoyable and safe environment for residents and visitors to engage with local businesses.

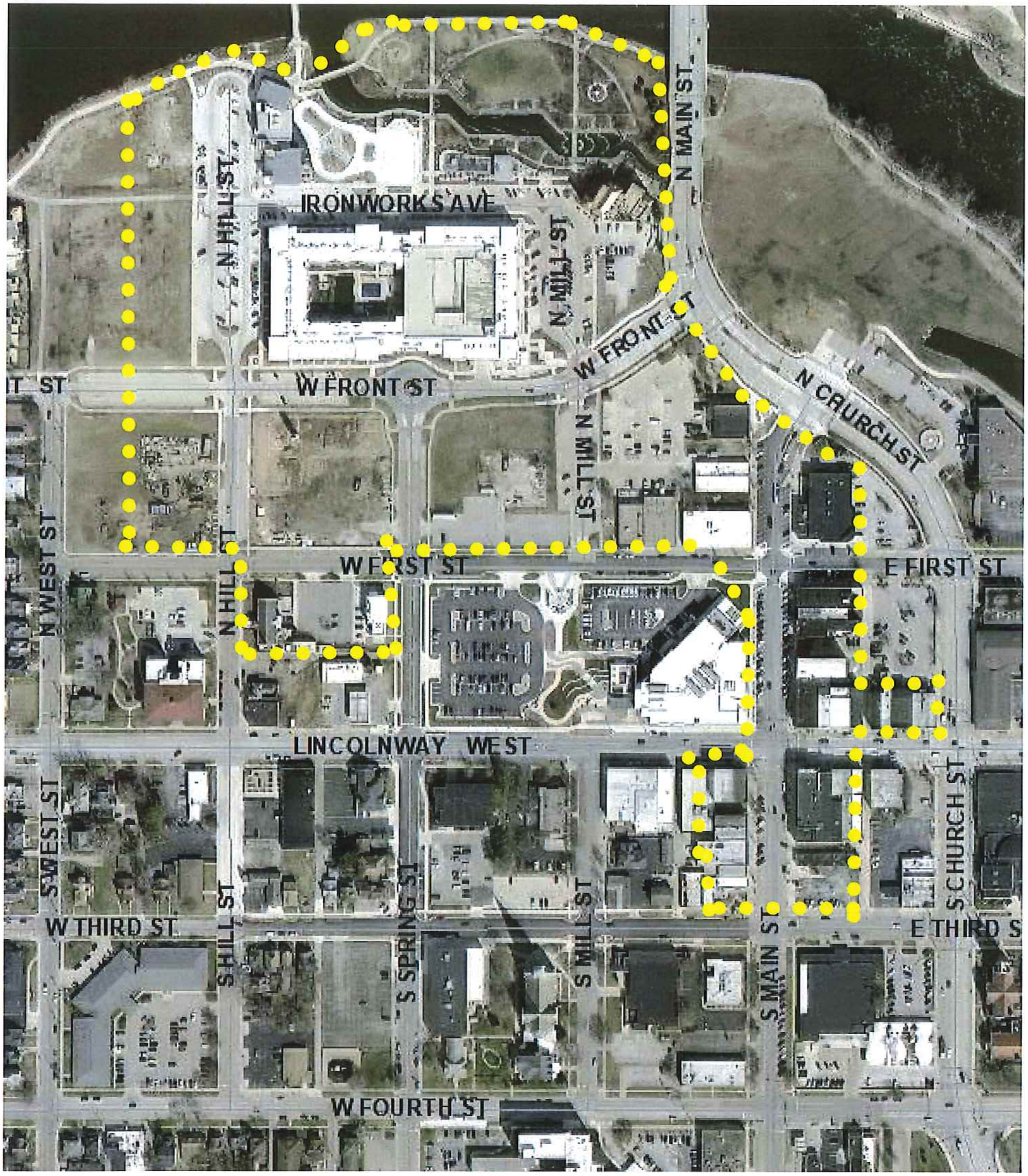
The current DORA in Ironworks Plaza has proven to be a valuable asset for drawing people into our community spaces and supporting local commerce. Given the growth and revitalization efforts in our downtown, including enhancements to Beuter Park and the Riverwalk, we see a timely opportunity to extend the DORA to encompass the traditional downtown area. This expansion would allow patrons more flexibility and freedom to explore Mishawaka's parks, shops, restaurants, and while enhancing the vibrancy and appeal of our downtown.

The proposed expansion aligns with the goals of the Mayor's administration to foster a strong, welcoming downtown area. We believe this expansion will further boost local businesses, increase foot traffic, and enhance the experience for both residents and visitors. A new map and boundary are therefore recommended to incorporate these key areas.

In light of the success we have seen with the Ironworks DORA, I respectfully request your support to amend our current ordinance to expand the DORA boundaries to the more traditional downtown area. Thank you for your consideration in continuing to support Mishawaka's growth and prosperity.

Sincerely,
Matthew Lentsch

City Hall • 100 Lincolnway West • Mishawaka, IN 46544
Phone: (574) 258-1601 • Fax: (574) 258-1603 • www.mishawaka.in.gov



Potential Designated Outdoor Refreshment Area Boundary

Draft– 6/13/2024