

AGENDA

Monday, December 18, 2017

HOLIDAY RECEPTION

6:00PM

Meetings of Standing Committees

Council Conference Room

6:45 P.M.

REGULAR MEETING OF THE MISHAWAKA COMMON COUNCIL

COUNCIL CHAMBERS/CITY HALL

7:00 P.M.

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Approval of the Minutes of the Previous Regular Meeting**

December 04, 2017

5. Petitions, Communications, Remonstrance and Memorials

A letter from the City Plan Commission regarding recommendations from their December 12, 2017 meeting.

6. Report of Special Committee

7. Ordinances on First Reading

P.O. NO. 2017-44 Rezone from R-3 to R-1 1003 LWW (Petitioner Requesting Second Reading)

P.O. NO. 2017-45 Rezone from C-1 to R-1 1007 S. Main St.

P.O. NO. 2017-46 Collective Bargaining Between the City and Local 364 Sewer Dept. 1-1-2018 thru 12-31-2020 (Petitioner Requesting Second Reading)

P.O. NO. 2017-47 Collective Bargaining Between the City and Local 1392 IBEW 1-1-2018 thru 12-31-2020 (Petitioner Requesting Second Reading)

P.O. NO. 2017-48 Collective Bargaining Between the City and Local 360 Firefighters 1-1-2018 thru 12-31-2018 (Petitioner Requesting Second Reading)

P.O. NO. 2017-49 Collective Bargaining Between the City and Lodge 91 Police 1-1-2018 thru 12-31-2020 (Petitioner Requesting Second Reading)

P.O. NO. 2017-50 Transfer Funds - CEDIT - Fund - \$1,300,000.00 (Petitioner Requesting Second Reading)

8. Resolutions

R2017-29 Honoring Penn Girls Soccer Team State Champions

9. Ordinances on Second Reading

P.O. NO. 2017-43 Transfer Funds Public Safety LOIT \$75,000.00 and CEDIT \$45,000.00 (Assigned to Budget and Finance Committee)

10. Privilege of the Floor – Non-Agenda Items

11. Unfinished Business

12. New Business

Change Meeting Dates

13. Adjournment

At this time I know of no other business to come before the Council.
Deborah S. Block, IAMC, 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 Geoffrey Spiess, ADA Coordinator, at (574) 258-1615.

REGULAR MEETING OF THE MISHAWAKA COMMON COUNCIL
December 04, 2017

Be it remembered that the Common Council of the City of Mishawaka, Indiana met in the Council Chambers of the Mishawaka City Hall on Monday December 04, 2017, at 7:00 p.m. The meeting was called to order by President Ross Deal all were asked to stand for the Pledge of Allegiance.

 Roll Call.

Present: Mrs. Voelker, Mr. Compton, Mr. Tanner, Mr. Mammolenti, Mr. Banicki, Mr. Bellovich, Mr. Canarecci, Mr. Deal.

Absent: Mr. Emmons.

The minutes from the November 20, 2017 meeting was approved as received from the City Clerk's Office.

Chief Deputy Clerk Hazen read letter from the City Plan Commission regarding recommendations from their November 21, 2017 meeting.

PETITION 2017-29 Rezone from R-3 to R-1 1003 Lincoln Way West

PETITION 2017-30 Rezone from C-1 to R-1 1007 s. Main Street.

Chief Deputy Clerk Hazen read the following Proposed Ordinances by title and were assigned to committee and set for public hearing at next meeting.

PROPOSED ORDINANCE NO. 2017-43

**AN ORDINANCE DECLARING AN EMERGENCY AND
TRANSFERRING AND REAPPROPRIATING FUNDS
WITHIN THE BUDGET ADOPTED FOR THE
CALENDAR YEAR ENDING DECEMBER 31,2017
(Transfer funds Public Safety \$75,000 - CREDIT \$45,000)
(Assigned to the Budget and Finance Committee)**

Chief Deputy Clerk Hazen read the following resolution by title and was opened for public hearing.

RESOLUTION NO. 2017-28

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF
MISHAWAKA, INDIANA, AUTHORIZING THE PARTICIPATION OF
SAID CITY IN THE MOTOR FUEL BUDGETING PROGRAM OF THE
INDIANA BOND BANK FOR THE 2018 BUDGET YEAR, THE
EXECUTION OF THE QUALIFIED ENTITY REIMBURSEMENT
AGREEMENT IN CONNECTION THEREWITH AND OTHER
RELATED MATTERS**

Rebecca Miller, City Controller said this was the 8th year the city has participated in the fuel budgeting program. She went on to say there was not a lot of volatility in the oil in market now, but in case there would be; this program would keep the city in budget. Ms. Miller explained the bond bank sets a collar for oil pricing, if the floor was breached, the city would pay towards the bond bank, but if the ceiling was breached, the bank would pay the city because the city pays higher of out of the budget when oil prices increase.

Mr. Banicki said there has not been a lot of volatility since the economy took a turn in 2008 and gas prices increased. He asked has the city used all the money budgeted every year for fuel or has quite a bit of the funds transferred back into different lines. Mr. Banicki also questioned the dollars saved compared to the fees charged leveled. Ms. Miller said they have kept the budget fairly high just over \$1 million and in the past years they have put funds back. She stated this year they budgeted \$800,000 and there was \$270,000 left with December still left to pay. Ms. Miller continued to say this was paid out of the general fund, which was the fund that gets hit the hardest especially when the circuit breaker hits and in the future. She felt as relatively cheap insurance policy compared to the overall budget, this was a good investment. Ms. Miller explained it was not as much as a saving as it is an insurance, the fees itself range from \$300 to \$400 a month. She stated as the oil prices lowered, this year they have currently paid into the bond bank \$11,000 out of the \$800,000 budget this year. Ms. Miller went on to say this would preserve the general fund if anything catastrophic would happen. She said the collar will be higher next year; they would then have to decide if they want to continue with the insurance.

Mr. Banicki expressed there would always be volatility but if they could save a little bit of funds in the general funds now towards the circuit breaker, they needed to look at every penny they could try to save. He said the program has worked well in the past and now that it's been stable, he did not believe it was necessary.

Mr. Canarecci agreed with Mr. Banicki. He asked would there be some sort of penalty if the city skipped a year. Ms. Miller said she was unaware of any penalty, the more entities in the pool helps the cost. Mr. Canarecci questioned how many entities participated in the program. Ms. Miller replied it was lower than when they started in 2008, but she would know at the first quarter.

Mr. Bellovich asked for the average monthly cost for being in this program. Ms. Miller said the admin runs from \$300 to \$400, this year so far the city has paid \$11,000. Mr. Bellovich said it basically an insurance policy. Ms. Miller replied exactly, it's a fuel budgeting policy to help keep the budget stable. She added the city was not allowed to do 100% of usage, right now they were about 65% of usage.

Mrs. Voelker questioned how many gallons of gas the city used a year. Ms. Miller said it was in the application, but they used thousands of gallons a year.

Mr. Compton expressed he was all about looking for ways to save for the budget but there was a risk involved if the city did not continue with this program. He continued to say there may not be much volatility in oil prices now but they were one world disaster or problem away that could change overnight. Mr. Compton said he was not comfortable taking a risk. He expressed his support.

Mr. Tanner, Mr. Mammolenti and Mr. Deal agreed with Mr. Compton and expressed their support to continue the insurance policy. They felt this was 1.3% of the overall budget, if the fuel cost increase 5-10%; this was a relatively small expense to cover the cost. They did not believe it was that big of a savings to withdraw and not participate in the program. They expressed no one knew what the next day or month would bring, tomorrow was not promised. They believed this was the best thing to do.

Questioned was called for at 7:13 P.M. for **Resolution No. 2017-28**  **Vote: Motion passed (summary: Yes = 6, No = 2, Abstain = 0). Yes: Mrs. Voelker, Mr. Compton, Mr. Tanner, Mr. Mammolenti, Mr. Bellovich, Mr. Deal. No: Mr. Banicki, Mr. Canarecci.**

Chief Deputy Clerk Hazen read the following ordinances by title and opened the public hearings.

PROPOSED ORDINANCE NO. 2017-41

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 1966” OF THE CITY OF MISHAWAKA, INDIANA
(Rezone from I-2 Heavy Light Industrial to R-1 single Family- 926 S. Byrkit Ave.)
(Assign to the Land Use Planning Committee)

Mr. Tanner reported the Land Use Planning Committee recommended this proposed ordinance should be adopted and moved for acceptance of same upon a second by Mr. Banicki motion carried.

Michael Nisley 926 S. Byrkit Ave. explained they were in the process of trying to refinance their home. He said they were denied the loan due the property being zoned light industrial. Mr. Nisley requested for rezone to residential to receive a loan.

Mr. Deal questioned how long Mr. Nisley lived on the property and why they were requesting for rezone now. Mr. Nisley said it was his parents' home; he lived on the property for 55 years. He continued to say they were in need to refinance their home and the bank denied him because the property was not zoned residential.

Questioned was called for at 7:16 P.M. for **PROPOSED ORDINANCE NO. 2017-41**  **Vote: Motion carried by unanimous roll call vote (summary: Yes = 8). Yes: Mrs. Voelker, Mr. Compton, Mr. Tanner, Mr. Mammolenti, Mr. Banicki, Mr. Bellovich, Mr. Canarecci, Mr. Deal. Thus, it becomes ORDINANCE NO. 5598**

PROPOSED ORDINANCE NO. 2017-42

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 1966” OF

THE CITY OF MISHAWAKA, INDIANA

(Vacate public right of way Veterans Parkway & Release of Easements – 2320 Douglas Rd.)

(Assign to the Land Use Planning Committee)

Mr. Banicki reported the Land Use Planning Committee recommended this proposed ordinance should be adopted and moved for acceptance of same upon a second by Mr. Canarecci motion carried.

Mayor Wood spoke on behalf of Ken Price, City planner; he said they were seeking to move the previously dedicated right- of- way for the paper street, now Veterans Parkway approximately 30 feet west. He continued to say the corrected right-of-way would be rededicated by the Penn Family as a part of the platting process, which would occur in upcoming months. Mayor Wood explained they originally platted the home to take advantage of the area around the Penn family home stead. He said since then Penn's have moved out of the house and the home has been demolished, now the city had the flexibility to move the street to coincide with a more mycological place in case the city ever decided to extend south of Douglas without demolishing structures.

Question was called for at 7:20 P.M. for **PROPOSED ORDINANCE NO. 2017-42**  **Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 8). **Yes:** Mrs. Voelker, Mr. Compton, Mr. Tanner, Mr. Mammolenti, Mr. Banicki, Mr. Bellovich, Mr. Canarecci, Mr. Deal. Thus, it becomes **ORDINANCE NO. 5599**

ADJOURNMENT 7:21P.M.

Mary Ellen Hazen /s/
Mary Ellen Hazen, Chief Deputy Clerk

Ross Deal /s/
Ross Deal, President



City of Mishawaka

DAVID A. WOOD, MAYOR

DEPARTMENT OF CITY PLANNING

December 13, 2017

RECEIVED
DEBORAH S. BLOCK, MMC

DEC 13 2017

CITY CLERK
MISHAWAKA, IN

Honorable Members of the Common Council
City of Mishawaka, Indiana

RE: Plan Commission Recommendation
December 12, 2017, Public Hearing
Certification of Proposed Ordinances

Honorable Members:

A regular meeting of the Mishawaka Plan Commission was held on the above referenced date at which time the following proposed ordinances were considered:

PETITION #17-29 A petition submitted by Patrick S. and Karen S. Brown and Kimberly D. Madera requesting to rezone **1003 West Lincolnway West** from R-3 Multi-Family Residential District to R-1 Single Family Residential District.

The Commission, with a vote of 7-0, recommended approval.

PETITION #17-30 A petition submitted by Ruth Hunt requesting to rezone **1007 South Main Street** from C-1 General Commercial District to R-1 Single Family Residential District.

The Commission, with a vote of 7-0, recommended approval.

Pursuant to I.C. 36-7-4-605 the Mishawaka Plan Commission hereby certifies to the Mishawaka Common Council the attached proposed ordinances regarding the above matters.

Respectfully,

Kari Myers, Administrative Planner
Secretary, Mishawaka Plan Commission

cc: Kimberly Madera
Ruth Hunt

STAFF REPORT

Location: 1003 Lincolnway West

Date: Dec 12, 2017

Petition: 17 29

Prepared By: KM

GENERAL INFORMATION

Applicant: Patrick S. and Karen S. Brown/and Kimberly D. Madera

Status: Property Owners/Contingent Purchaser

Request: Rezone from R-3 Multi-Family Residential to R-1 Single Family Residential District

Zoning Classification: R-3 Multi Family Residential District

Lot Size: 55.6' X 148.5'

Applicable Regulations: Sec. 137-164 Residential R-1 District; Sec. 137-40 Plan Commission; & Sec. 137-41 Amendment to Zoning Ordinance and Zoning Map

SPECIAL INFORMATION

Area Development Pattern: North: S-1 Extensive Open Space and Public Use District (Wastewater Treatment Plant)
South: R-1 Single Family Residential District
East: R-3 Multi-Family Residential District
West: R-3 Multi-Family Residential District

Thoroughfare: Southwest corner of Lincolnway West and Baker Street

School District: School City of Mishawaka

Public Utilities: Available

Comprehensive Plan: Low Density Residential

ANALYSIS

The Petitioner is requesting to rezone 1003 Lincolnway West from R-3 Multi-Family Residential District to R-1 Single Family Residential District. The property is located on Lincolnway West east of Logan Street and across from the Wastewater Treatment Facility and is surrounded on east and west by R-3 properties, R-1 to the south, and S-1 to the north.

In 2008 a Use Variance was granted to allow the property to have a 3-person office on the first floor and residence on the 2nd floor. If the rezoning is approved, that Use Variance would become null and void.

The Zoning Ordinance does not permit single-family dwellings within the R-3 Multi-Family Residential District. The Petitioners state they are seeking to rezone the property in order to sell the home.

Pertinent City Departments reviewed and approved the request.

RECOMMENDATION

The Planning Department recommends **approval** of Petition #17-29 to rezone 1003 Lincolnway West from R-3 Multi-Family Residential District to R-1 Single Family Residential District. This recommendation is based upon the following findings of fact:

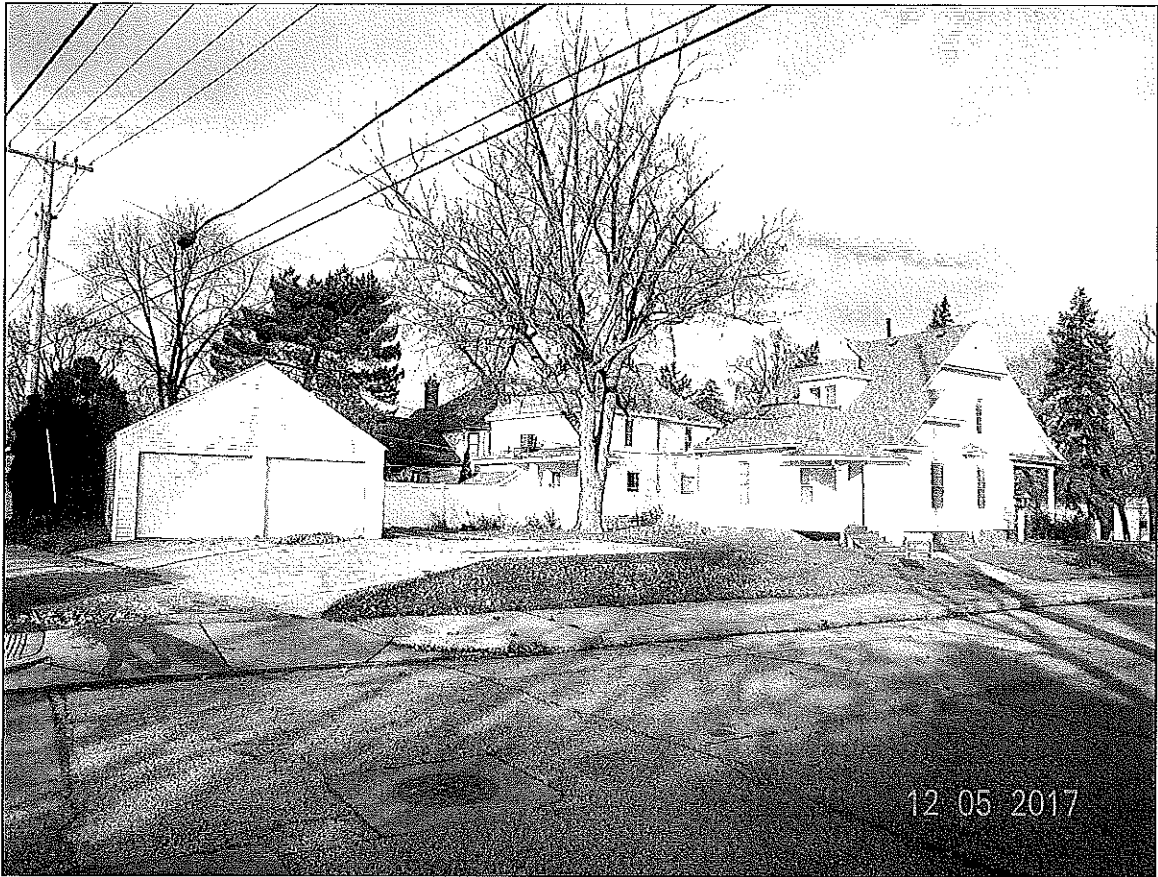
1. There are many residential uses and zonings in the immediate vicinity and most of the structures are residential in use. This property's historic use as a single family dwelling would be compatible to the area;
2. Use and value of the area adjacent to the property included in the rezoning will not be affected in a substantially adverse manner because given the context of its location, its relationship to surrounding properties, and the potential of development as an apartment, staff feels that the most desirable use for this property is its historical single-family use;
3. Because the parcel is located in an area of residential properties, the rezoning to R-1 Single-Family Residential is a desirable use for this property;
4. As opposed to the multi-family use that could occur with its current zoning, rezoning this property to the R-1 Single Family Residential classification will have a favorable and stabilizing impact on the neighborhood, conserving property values in the immediate and surrounding residential neighborhood; and will allow the contingent purchaser to buy the home; and,
5. The City's Comprehensive Plan identifies the area as Low Density Residential and its historical use as a single family home is consistent with the Plan.

ATTACHMENTS

PHOTOGRAPHS, PETITION, AERIAL, LOCATION MAP



View of 1003 Lincolnway West



View of back yard

STAFF REPORT

Location: 1007 South Main Street

Date: Dec 12, 2017

Petition: 17 30

Prepared By: KM

GENERAL INFORMATION

Applicant: Ruth Hunt

Status: Property Owner

Request: Rezone from C-1 General Commercial District to R-1 Single Family Residential District

Zoning Classification: C-1 General Commercial

Lot Size: 49.5' X 59.67'

Applicable Regulations: Sec. 137-164 Residential R-1 District; Sec. 137-40 Plan Commission; & Sec. 137-41 Amendment to Zoning Ordinance and Zoning Map

SPECIAL INFORMATION

Area Development Pattern: North: C-1 General Commercial District (vacant property)
South: R-1 Single Family Residential District
East: R-1 Single Family Residential District
West: C-1 General Commercial District (residence)

Thoroughfare: Main Street between Eleventh and Twelfth Streets

School District: School City of Mishawaka

Public Utilities: Available

Comprehensive Plan: Low Density Residential

ANALYSIS

The Petitioner is requesting to rezone 1007 South Main Street from C-1 General Commercial District to R-1 Single Family Residential District. The property is located on South Main Street between Eleventh and Twelfth Streets and is surrounded on the south, east and west by residential uses and C-1 use to the north which has been vacant for quite some time.

The Petitioner states she is seeking to rezone the property in order to refinance.

Prior to the 1980's residential uses were permitted in the C-1 General Commercial District. Around 1986 the Zoning Ordinance was amended to prohibit residential uses. Originally constructed as a private residence in 1922, the home historically has remained residential in its use.

Pertinent City Departments reviewed and approved the request.

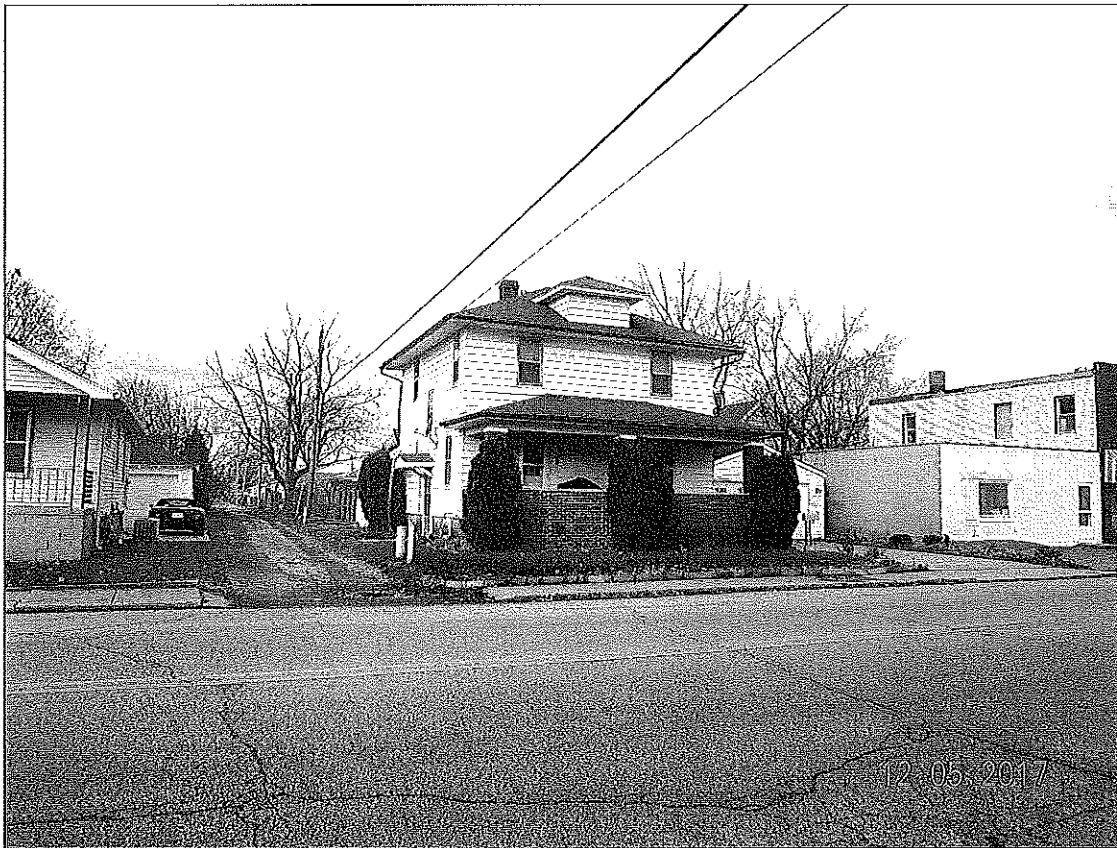
RECOMMENDATION

The Planning Department recommends **approval** of Petition #17-30 to rezone 1007 South Main Street from C-1 General Commercial District to R-1 Single Family Residential District. This recommendation is based upon the following findings of fact:

1. There is mainly R-1 zoning in the immediate vicinity and most of the structures are residential in use. This property's historic use as a single family dwelling would be compatible to the area;
2. Use and value of the area adjacent to the property included in the rezoning will not be affected in a substantially adverse manner because given the context of its location, its relationship to surrounding properties, and the potential of development as a commercial project, staff feels that the most desirable use for this property is its historical single-family use;
3. Because the parcel is located in an area of residential properties, the rezoning to R-1 Single-Family Residential is a desirable use for this property;
4. As opposed to the range of potential commercial uses that could occur with its current zoning, rezoning this property to the R-1 Single Family Residential classification will have a favorable and stabilizing impact on the neighborhood, conserving property values in the immediate and surrounding residential neighborhood; and will allow the property owner to sell the home; and,
5. The City's Comprehensive Plan identifies the area as Low Density Residential and its historical use as a single family home is consistent with the Plan.

ATTACHMENTS

PHOTOGRAPHS, PETITION, AERIAL, LOCATION MAP



1007 South Main Street

DEC 13 2017

1st Reading 12-18-17
2nd Reading
Passed
Failed
Continued To

PETITION 17-29
CITY OF MISHAWAKA, INDIANA
PROPOSED ORDINANCE NO. 2017-44
ORDINANCE NO. _____

CITY CLERK
MISHAWAKA, IN

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 1966" OF THE CITY OF MISHAWAKA, INDIANA.

WHEREAS, the Plan Commission of the City of Mishawaka, Indiana, has recommended the reclassification of the zoning as herein set forth of the real estate hereinafter described.

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

Section 1. Chapter 137, of the Municipal Code of the City of Mishawaka, commonly known as "The Zoning Ordinance of 1966", be, and the same is hereby amended as follows:

The following described real estate in the City of Mishawaka, Penn Township, St. Joseph County, State of Indiana, to-wit:

Lot Numbered Thirty-four (34) as shown on the plat of Adam S. Baker's First, an addition to the City of Mishawaka, recorded May 24, 1892 in the Office of the Recorder of St. Joseph County, Indiana, in Plat Book 6, page 15.

COMMON ADDRESS: 1003 Lincolnway West

which real estate is now classified as R-3 Multi-Family Residential District shall hereafter be within and a part of that District known as R-1 Single-Family Residential District designated in "The Zoning Ordinance of 1966" as amended.

Section 2. The Common Council of the City of Mishawaka, Indiana, hereby finds that:

1. There are many residential uses and zonings in the immediate vicinity and most of the structures are residential in use. This property's historic use as a single family dwelling would be compatible to the area;
2. Use and value of the area adjacent to the property included in the rezoning will not be affected in a substantially adverse manner because given the context of its location, its relationship to surrounding properties, and the potential of development as an apartment, staff feels that the most desirable use for this property is its historical single-family use;

Proposed Ordinance No: 2017-44

Ordinance No: _____

3. Because the parcel is located in an area of residential properties, the rezoning to R-1 Single-Family Residential is a desirable use for this property;
4. As opposed to the multi-family use that could occur with its current zoning, rezoning this property to the R-1 Single Family Residential classification will have a favorable and stabilizing impact on the neighborhood, conserving property values in the immediate and surrounding residential neighborhood; and will allow the contingent purchaser to buy the home; and,
5. The City's Comprehensive Plan identifies the area as Low Density Residential and its historical use as a single family home is consistent with the Plan.

Section 3. This Ordinance shall be in full force and effect from and after its passage, due attestation and legal publication.

PASSED by the Common Council of the City of Mishawaka, Indiana, this _____ day of _____, 2017, at _____ o'clock ____M.

Presiding Officer

ATTEST:

Deborah S. Block, IAMC, MMC, City Clerk

PRESENTED by me to the Mayor this _____ day of _____, 2017, at _____ o'clock ____M.

Deborah S. Block, IAMC, MMC, City Clerk

APPROVED by me this _____ day of _____, 2017, at _____ o'clock ____M.

David A. Wood, Mayor

November 17, 2017

Honorable Members of the Common Council
City of Mishawaka, Indiana
and Mishawaka City Plan Commission
City of Mishawaka, Indiana

Re: PETITION TO REZONE

I am requesting first and second readings be done together for property of 1003 W Lincolnway,
Mishawaka, Indiana, 46544 in order to close on transaction of sale.

In appreciation,


Kimberly D. Madera

RECEIVED
DEBORAH S. BLOOM MMC

DEC 13 2017

CITY CLERK
MISHAWAKA, IN

November 17, 2017

RECEIVED
DEBORAH S. BLOCK MMC

Honorable Members of the Common Council
City of Mishawaka, Indiana
and Mishawaka City Plan Commission
City of Mishawaka, Indiana

NOV 30 2017

CITY CLERK
MISHAWAKA, IN

Re: PETITION TO REZONE

The undersigned Patrick S. Brown and Karen S. Brown respectfully show they are the owners of the following described real estate located in City of Mishawaka, County of St. Joseph, State of Indiana, to-wit:

Lot Numbered Thirty-four (34) as shown on the plat of Adam S. Baker's First, an addition to the city of Mishawaka, recorded May 24, 1892 in the office of the Recorder of St. Joseph County, Indiana, in Plat Book 6, page 15.

1003 W Lincolnway, Mishawaka, IN, 46544

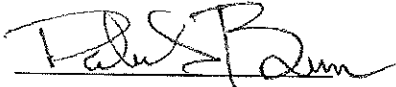
Petitioner(s) owns one hundred (100%) percent of the above described parcel of land which carries a zoning classification of R3 residential district. Said property is currently empty with sale pending the rezoning of property to R1 residential to complete transaction of sale. Purchaser is buying property solely as a primary residence.

Petitioner(s) desire said real estate to be rezoned to R1 residential district in order to complete transaction of sale. Petitioner(s) further state that they intend to utilize said land and property for the purpose of selling to buyer Kimberly D. Madera which will be used as primary residence of purchaser. The property is currently set up as single family dwelling ie. one kitchen, one laundry hook up, one dining room, one living room. Home must be rezoned to R1 residential in order to complete transaction of sale to buyer as required for residential use. Appraisal reveals: The appraiser has informed the lender representatives the subject is zoned R-3 multifamily, and single family use is not legal in this zoning. However, house is currently set up as single family dwelling one kitchen, one living room, one laundry hookup. Buyer intends to use as primary residence.

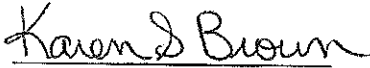
We Patrick S Brown and Karen S Brown authorize buyer Kimberly D. Madera to attend appropriate hearings pertaining to petition of rezoning of 1003 Lincolnway W, Mishawaka, IN 46544.

Pet 17-29

Wherefore, the petitioner(s) pray and respectfully request that the Common Council of the City of Mishawaka refer this matter to the Mishawaka City Plan Commission and that after the hearing, an appropriate ordinance be enacted rezoning the above described parcel of land located in the City of Mishawaka to R1 residential.



Signature(s) of Property Owner
Patrick S. Brown



Karen S. Brown

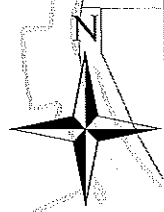
626 Indiana Ave
Mishawaka, IN
46544



Signature of Buyer

Kimberly D. Madera

Kimberly D. Madera
1623 Randolph St
South Bend, IN
46613
574-339-5582
Kimber.m76@gmail.com



OLD STABLE LN

LINCOLNWAY WEST

PET 17-29

W THIRD ST

CLEVELAND ST

SMITH ST

BAKER ST

FOURTH ST

W FIFTH ST

Location Map

PETITION 17-29

PATRICK AND KAREN BROWN
1003 LINCOLNWAY WEST

REZONE FROM R-3 TO R-1

November 17, 2017

Honorable Members of the Common Council
City of Mishawaka, Indiana
and Mishawaka City Plan Commission
City of Mishawaka, Indiana

Re: PETITION TO REZONE

I am requesting first and second readings be done together for property of 1003 W Lincolnway,
Mishawaka, Indiana, 46544 in order to close on transaction of sale.

In appreciation,


Kimberly D. Madera

*next council meeting
12-18-17*

RECEIVED
DEBORAH S. BLOCK, MMC

NOV 30 2017

CITY CLERK
MISHAWAKA, IN

Pet 17-29

DEC 13 2017

1st Reading 12-18-17
2nd Reading
Passed
Failed
Continued To

PETITION 17-30

CITY OF MISHAWAKA, INDIANA

PROPOSED ORDINANCE NO. 2017-45

CITY CLERK
MISHAWAKA, IN

ORDINANCE NO. _____

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 1966" OF THE CITY OF MISHAWAKA, INDIANA.

WHEREAS, the Plan Commission of the City of Mishawaka, Indiana, has recommended the reclassification of the zoning as herein set forth of the real estate hereinafter described.

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

Section 1. Chapter 137, of the Municipal Code of the City of Mishawaka, commonly known as "The Zoning Ordinance of 1966", be, and the same is hereby amended as follows:

The following described real estate in the City of Mishawaka, Penn Township, St. Joseph County, State of Indiana, to-wit:

Lot 150 and 11.5' east side of Lot 149 excluding the North 56.33' of Gaylor's 3rd Addition

COMMON ADDRESS: 1007 South Main Street

which real estate is now classified as C-1 General Commercial District shall hereafter be within and a part of that District known as R-1 Single-Family Residential District designated in "The Zoning Ordinance of 1966" as amended.

Section 2. The Common Council of the City of Mishawaka, Indiana, hereby finds that:

1. There is mainly R-1 zoning in the immediate vicinity and most of the structures are residential in use. This property's historic use as a single family dwelling would be compatible to the area;
2. Use and value of the area adjacent to the property included in the rezoning will not be affected in a substantially adverse manner because given the context of its location, its relationship to surrounding properties, and the potential of development as a commercial project, staff feels that the most desirable use for this property is its historical single-family use;
3. Because the parcel is located in an area of residential properties, the rezoning to R-1 Single-Family Residential is a desirable use for this property;

Proposed Ordinance No: 2017-45

Ordinance No: _____

4. As opposed to the range of potential commercial uses that could occur with its current zoning, rezoning this property to the R-1 Single Family Residential classification will have a favorable and stabilizing impact on the neighborhood, conserving property values in the immediate and surrounding residential neighborhood; and will allow the property owner to sell the home; and,
5. The City's Comprehensive Plan identifies the area as Low Density Residential and its historical use as a single family home is consistent with the Plan.

Section 3. This Ordinance shall be in full force and effect from and after its passage, due attestation and legal publication.

PASSED by the Common Council of the City of Mishawaka, Indiana, this _____ day of _____, 2017, at _____ o'clock ____M.

Presiding Officer

ATTEST:

Deborah S. Block, IAMC, MMC, City Clerk

PRESENTED by me to the Mayor this _____ day of _____, 2017, at _____ o'clock ____M.

Deborah S. Block, IAMC, MMC, City Clerk

APPROVED by me this _____ day of _____, 2017, at _____ o'clock ____M.

David A. Wood, Mayor

Date: 11-21-17

Honorable Members of the
Common Council
City of Mishawaka, Indiana
And
Mishawaka City Plan Commission
City of Mishawaka, Indiana



RE: Petition to Rezone

The undersigned, Ruth Hunt, respectfully show that they are the owners of the following described real estate located in the City of Mishawaka, County of St. Joseph, State of Indiana, to-wit:

Lot 150 and 11.5' east side of Lot 149 excluding the North 56.33' of Gaylor's 3rd Add.
1007 South Main Street

Petitioners(s) own 100% of the above described parcel of land which carries a zoning classification of C-1 District . Said property is a home.

Petitioner(s) desire said real estate to be zoned to R-1 District. Petitioner(s) further state that they intend to utilize said land for a home.

A Colonial style house built in 1922 on a lot size of 71' X 59'/4189 square feet. There is 1,352 square feet living space which includes a kitchen, Dining room, Living room, Foyer, 3 bedrooms and 1 bath.
Basement includes a laundry/storage room, 1 bath and a partially finished sitting room.
There is a deck on the back of the house and a porch in the front.
Also includes a double wide detached garage.

Wherefore, the petitioner(s) pray and respectfully request that the Common Council of the City of Mishawaka refer this matter to the Mishawaka City Plan Commission and that after hearing, an appropriate ordinance be enacted rezoning the above described parcel of land located in the City of Mishawaka.

Ruth Hunt

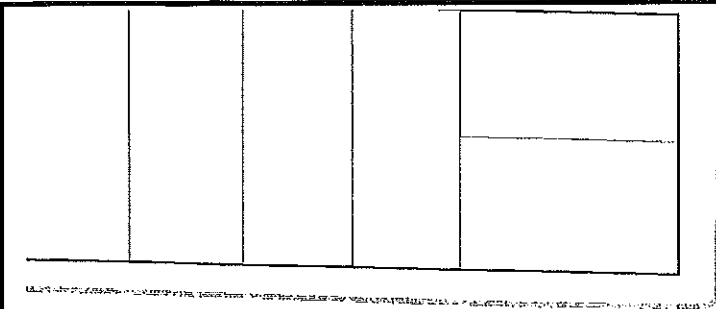
Contact Person:
Ruth Hunt
1007 South Main
574-210-4910
max_rth@yahoo.com

RECEIVED
DEBORAH S. BLOCK MMC

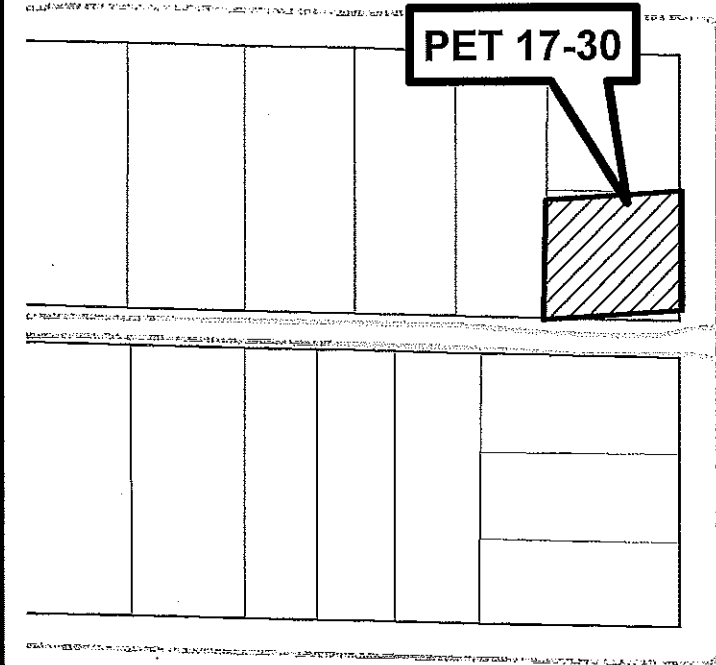
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CITY CLERK
MISHAWAKA, IN

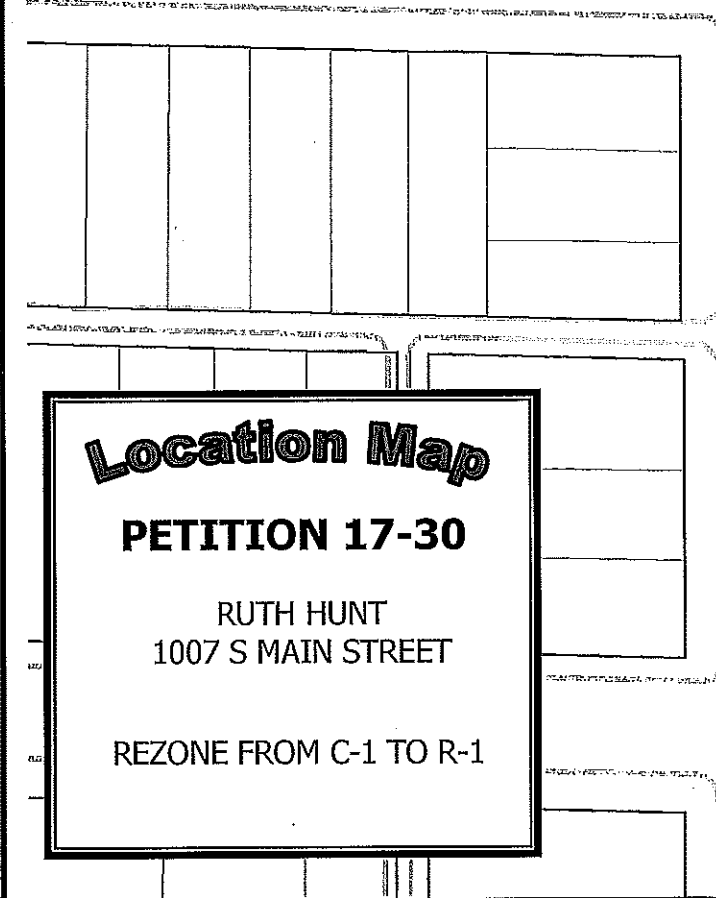
Ret 17-30



W ELEVENTH ST



W TWELFTH ST



Location Map

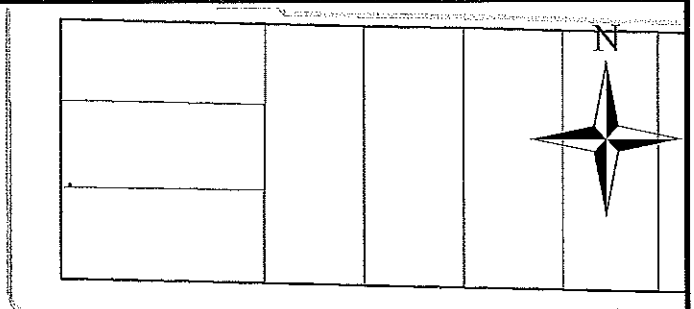
PETITION 17-30

RUTH HUNT
1007 S MAIN STREET

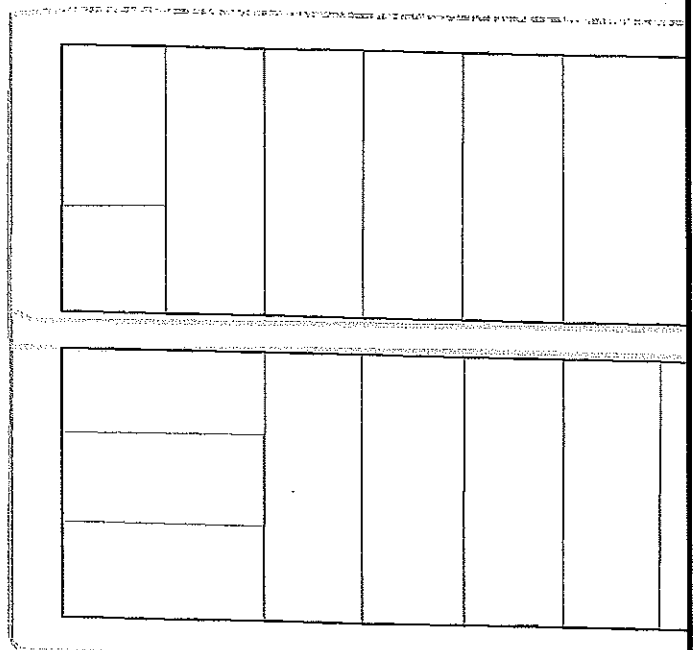
REZONE FROM C-1 TO R-1

S MAIN ST

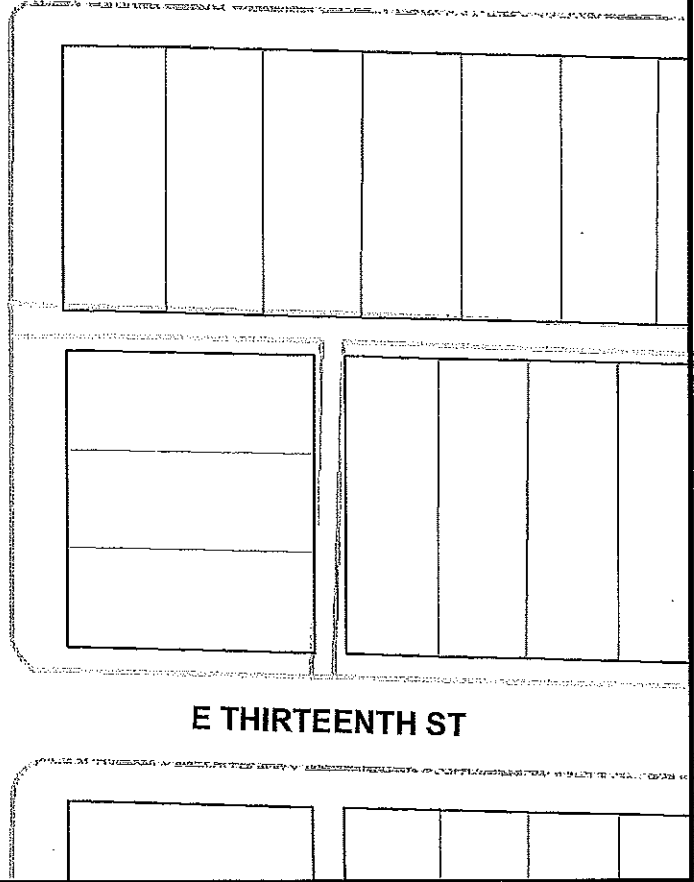
S MAIN ST



E ELEVENTH ST



E TWELFTH ST



E THIRTEENTH ST



CITY OF MISHAWAKA

DAVID A. WOOD, MAYOR

DEPARTMENT OF LAW

December 13, 2017

Mishawaka Common Council
600 East Third Street
Mishawaka, Indiana 46544

Mr. President and Honorable Members of the Council:

I respectfully request your approval of the attached proposed ordinances, approving the collective bargaining agreements (1) between the City of Mishawaka and the International Brotherhood of Electrical Workers, Local No. 1392 for certain employees of Mishawaka Utilities; (2) between the City of Mishawaka and the International Brotherhood of Teamsters, Local No. 364 for certain employees of the City of Mishawaka Sewer Department; (3) between the City of Mishawaka and the Fraternal Order of Police, Lodge 91; and (4) between the City of Mishawaka and the International Association of Firefighters, Local No. 360.

I am also requesting both first and second readings of the ordinances be made at the Council meeting on Monday, December 18, 2017 in order that the contracts be approved and in effect on January 1, 2018 without the need of a special session of the Common Council.

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 574-258-1702 or at gspiess@mishawaka.in.gov.

Thank you in advance for your consideration.

Sincerely,

Geoff Spiess
Corporation Counsel

RECEIVED
DEBORAH S. BLOCK MMC

DEC 13 2017

CITY CLERK
MISHAWAKA, IN

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fax: (574) 232-9789

DEC 13 2017

CITY CLERK
MISHAWAKA, IN

1st Reading 12-18-17
2nd Reading
Passed
Failed
Continued To

PROPOSED ORDINANCE NO. 2017-46

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 2017; 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 12th day of December, 2017, 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, a copy of which is attached hereto; and

WHEREAS, Ordinance No. 5249 requires all 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 Collective Bargaining Agreement executed the 12th day of December, 2017, effective January 1, 2018, between the Board of Public Works & Safety of the City of Mishawaka, Indiana and the International Brotherhood of Teamsters Local No. 364 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 18th day of December, 2017, at _____ o'clock _____.M.

Presiding Officer

ATTEST:

Deborah S. Block, IAMC, MMC, City Clerk

PRESENTED by me to the Mayor this _____ day of December, 2017, at
_____ o'clock _____.M.

Deborah S. Block, IAMC, MMC, City Clerk

APPROVED by me this _____ day of December, 2017, at _____ o'clock
_____.M.

David A. Wood, Mayor

2018 WAGES

<u>Classification</u>	<u>Wages</u>
Advanced Operator	\$22.46
GIS Coordinator	21.73
Repairman	21.51
Utility Operator	21.04
General Laborer II	19.50
General Laborer I	19.31
General Laborer	16.72
Probationary	15.19

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**ARTICLES OF AGREEMENT
CITY OF MISHAWAKA SEWER DEPARTMENT
AND TEAMSTERS LOCAL UNION NO. 364
1-1-2018 through 12-31-2020**

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.

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 a day 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 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 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.

ARTICLE 5
TARDINESS/LEAVING EARLY

Section 1. The following disciplinary schedule shall be followed:

<u>Number of Tardiness/Leaving Early</u>	<u>Disciplinary step</u>
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 January 1 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 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 employee 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.

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 day 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.

Section 3. Voluntary Layoffs - In the event of a work slowdown, the City may offer a voluntary layoff (VLO) to employees by seniority. The employees choosing to accept a VLO will be released for the day without pay. In the event no employee volunteers for layoff, the employee with the least departmental seniority will be released for the day without pay. Any employee who has punched in will punch out and will be paid for the time worked on the clock for that day.

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'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 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 (3) 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 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 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.

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 recognize the fact that service to the public is of mutual interest and will cooperate in all matters relating to labor management.

Section 4. 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, 2018: \$375;

Employed with Sewer Department after December 31, 2018, but before December 31, 2019: \$250;

Employed with Sewer Department after December 31, 2019, but before December 31, 2020: \$125.

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:

<u>Years of Service</u>	<u>Annual Increment</u>	<u>Bonus</u>
1	\$10.00	\$10.00
2	\$20.00	\$30.00
3	\$30.00	\$60.00
4	\$40.00	\$100.00
5	\$50.00	\$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 \$75.00 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 Operator

GIS Coordinator

Repairman

Utility Operator

General Laborer II

General Laborer I

General Laborer

Probationary

ARTICLE 29
TENURE OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from January 1, 2018 to and including December 31, 2020.

Section 2. The parties agree to open negotiations with sixty (60) days' prior notice provided on or about July 1, 2018 for the purpose of negotiating wages.

Section 3. The parties agree to open negotiations with sixty (60) days' prior notice provided on or about July 1, 2019 for the purpose of negotiating wages.

Section 4. The parties agree to open negotiations with sixty (60) days' prior notice provided on or about July 1, 2020 for the purpose of negotiating a new labor agreement, including wages and benefits.

RESOLUTION NO. 2017-07

MISHAWAKA BOARD OF PUBLIC WORKS AND SAFETY

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

WHEREAS, the City of Mishawaka and the International Brotherhood of Teamsters, Local No. 364, representing member-employees of the Mishawaka Sewer Department, have agreed to a Collective Bargaining Agreement for the period of January 1, 2018 to December 31, 2020; and

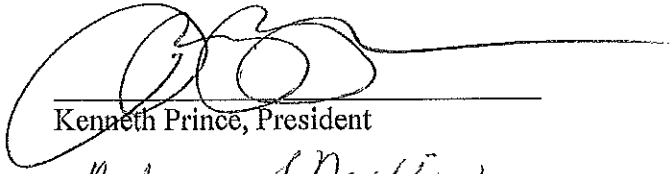
WHEREAS, such Agreement requires the approval of the Mishawaka Board of Public Works and Safety and the Mishawaka Common Council;

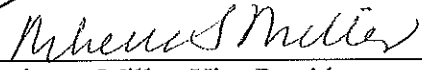
NOW, THEREFORE, BE IT RESOLVED by the Board of Public Works and Safety of the City of Mishawaka that:

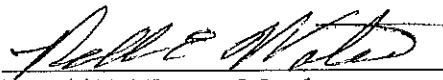
Section 1. The attached Collective Bargaining Agreement between the City of Mishawaka and the International Brotherhood of Teamsters, Local No. 364 is hereby approved, and

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

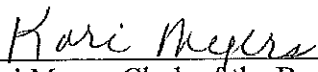
ADOPTED by the Board of Public Works of the City of Mishawaka, on this 12th day of December, 2017.


Kenneth Prince, President


Rebecca Miller, Vice President

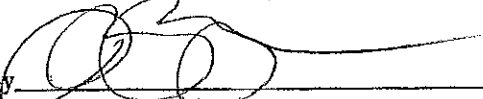

Ronald E. Watson, Member

ATTEST:

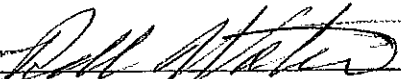

Kari Myers, Clerk of the Board

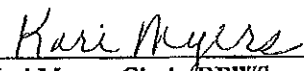
Approved this 12th Day of December, 2017.

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

By 
Ken Prince, President

By 
Rebecca Miller, Vice-President

By 
Ronald Watson, Member

ATTEST: 
Kari Myers, Clerk/BPWS

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

By 
Robert R. Warnock, III, President

By 
Jim Seucs, Business Agent

1st Reading 12-18-17
2nd Reading
Passed
Failed
Continued To

RECEIVED
DEBORAH S. BLOCK, MMC

PROPOSED ORDINANCE NO. 2017-47

DEC 13 2017

ORDINANCE NO. _____

CITY CLERK
MISHAWAKA, IN

**AN ORDINANCE APPROVING AN AGREEMENT BETWEEN
THE CITY OF MISHAWAKA AND THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, LOCAL #1392**

WHEREAS, the contract negotiating committees for the City of Mishawaka, Indiana and the International Brotherhood of Electrical Workers, Local #1392, have mutually reached an agreement on amendments to the Collective Bargaining Agreement expiring the 31st day of December 2017; and

WHEREAS, the members of the International Brotherhood of Electrical Workers, Local #1392, 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 12th day of December, 2017, the City of Mishawaka, Indiana, acting by and through its Board of Utilities, approved the new Collective Bargaining Agreement with the International Brotherhood of Electrical Workers, Local #1392, a copy of which is attached hereto; and

WHEREAS, Ordinance No. 5249 requires all 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 Collective Bargaining Agreement executed the 12th day of December, 2017, effective January 1, 2018, between the Board of Utilities of the City of Mishawaka, Indiana and the International Brotherhood of Electrical Workers, Local #1392 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 18th day of December, 2017, at _____ o'clock _____ M.

Presiding Officer

ATTEST:

Deborah S. Block, IAMC, MMC, City Clerk

PRESENTED by me to the Mayor this ____ day of December, 2017, at
____ o'clock ____ .M.

Deborah S. Block, IAMC, MMC, City Clerk

APPROVED by me this ____ day of December, 2017, at ____ o'clock
____ .M.

David A. Wood, Mayor



COLLECTIVE BARGAINING AGREEMENT

Between

CITY OF MISHAWAKA, INDIANA

And

**THE INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL #1392**

Dated January 1, 2018 - December 31, 2020

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ARTICLE 1: PARTIES TO WORKING AGREEMENT

- A. This Agreement is entered into between the City of Mishawaka Utility Board on behalf of the City's municipally owned utility operation pursuant to the grant of statutory authority by IC Section 8-1.5-3-3, et seq. to the Utility Board to exercise general supervision over the City's municipally owned utilities and the International Brotherhood of Electrical Workers, Local #1392.
- B. The City of Mishawaka's Utility Board and Mishawaka Utilities shall hereinafter be referred to as the "Utility". The International Brotherhood of Electrical Workers, Local #1392 shall herein after be referred to as the "Union".
- C. It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working relationship between the parties hereto, to provide an orderly means of resolving any differences which may arise, and to set forth herein the full and complete agreement between the parties as to non-economic working relationships.
- D. It is understood that economic terms and conditions will be the subject of a separate agreement.

ARTICLE 2: PERIOD OF AGREEMENT

This agreement shall take effect January 1, 2018 and shall continue in full force and effect until December 31, 2020. This agreement shall remain in full force and effect until written notice of a desire to modify, cancel or terminate the Agreement is served by either party upon the other with at least sixty (60) days' notice.

ARTICLE 3: RECOGNITION

- A. The Utility agrees to recognize Local #1392, the International Brotherhood of Electrical Workers as the exclusive representative and bargaining agent with respect to wages, hours and all other terms and conditions of employment of all probationary and regular Electric Division, Water Division, Wastewater Division, Metering Department and Business Office employees of the municipally owned Utility. Specifically excluded from this recognized unit, however, are all part-time employees, summer/seasonal help, temporary employees, technical employees, confidential employees, professional employees and management employees.
- B. The Utility retains the right to determine and designate which employees are part-time, summer/seasonal, temporary, technical, confidential, professional, and management employees. Such determination and designation shall be in conformity with the definitions in Article 5.

- C. The Utility agrees that employees outside of the bargaining unit shall not be assigned work performed by bargaining unit employees, except where provided in this agreement. This 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.

ARTICLE 4: NON-DISCRIMINATION AND MUTUAL COOPERATION

- A. The Utility will not in any manner discriminate against any employee because of his membership or official position in, or activity on behalf of the Union. The Union agrees that it will do everything within its power to cause and encourage the employee to furnish efficient work and services for the Utility and the citizens of the City of Mishawaka. The Utility and the Union, recognizing that service to the public is a mutual objective, affirm they will cooperate in all matters relating to labor-management relations.
- B. The Business Manager of the International Brotherhood of Electrical Workers, Local #1392, or his designee, shall be granted access to bargaining unit employees, on or off Utility or City premises, at reasonable times after receiving the approval of the Division Manager.
- C. It is hereby acknowledged that the Utility shall have the right to utilize personnel outside the bargaining unit for the purpose of facility or grounds maintenance, repair, and cleaning.

ARTICLE 5: DEFINITIONS

- A. *Bargain Collectively* - shall mean the performance of the mutual obligation of the employer through its designee and the designees of the exclusive representative to meet at reasonable times, including meetings in advance of the budget-making process and negotiate in good faith with respect to wages, hours and other terms and conditions of employment and the execution of a written contract incorporating any agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession.
- B. *Confidential Employee* - means an employee whose unrestricted access to confidential personnel files or whose functional responsibilities or knowledge in connection with the issues involved in dealings between the employer and its employees would make his membership in an employee organization incompatible with his official duties.
- C. *Grievance* - means any dispute, controversy or difference between the parties or the Utility and the employee or employees in the bargaining unit, concerning the meaning, interpretation or application of this Agreement.
- D. *Management* - means any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or responsibility to direct them or to adjust their grievances, or effectively recommend such action, if in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

- E. *Probationary Employee* - an employee hired for full-time employment who has not satisfactorily completed three (3) full months of continuous employment and who is not hired for specific jobs of limited duration. The Utility shall have the exclusive right to terminate probationary employees and such termination shall not be the subject of a grievance. The probationary period may be extended in individual instances by mutual consent of the parties.
- F. *Professional Employee* - means any employee engaged in work:
1. Predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical, or physical work;
 2. Involving the consistent exercise of discretion and judgment in their performance;
 3. Of such a character that the output produced or the result accomplished cannot be standardized in relation to a fixed period of time;
 4. Requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning, as distinguished from a general academic education or from an apprenticeship or from training in the performance of routine mental, manual or physical process.
- G. *Regular Employee* - an employee hired for full-time employment who has satisfactorily completed probationary employment and who is not hired for specific jobs of limited duration.
- H. *Strike* - means concerted failure to report for duty, willful absence from one's position, stoppage of work, slowdown, sit-down, sympathy strike or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, without the lawful approval of the employer or in any concerted manner interfering with the operation of the Utility as defined in Article 6 of this Agreement for any purpose.
- I. *Summer/Seasonal Help* - shall be construed as unskilled labor who shall work less than four (4) months in any given year. They shall not normally work call-outs. Their overtime, except in emergencies, shall be limited to one hour per occurrence.
- J. *Technical Employee* - means any employee engaged in work requiring knowledge and training in a specialized complex procedure or operation as opposed to routine mental, manual, mechanical or physical work.
- K. *Temporary Employee* - an employee hired for a specific job of limited duration not to exceed six (6) months of employment excepting for the temporary employee hired to replace a disabled employee for a more extended period, in the anticipation of the disabled employee ultimately returning to work.

ARTICLE 6: MANAGEMENT RIGHTS

The Utility shall have the right to:

1. Direct the work of its employees;
2. Hire, promote, demote, transfer, assign, discharge, suspend, discipline and retain employees;
3. Suspend or discharge employees for proper cause;
4. Maintain the efficiency of operations;
5. Relieve employees from duties because of lack of work or for other legal and legitimate reasons;
6. Take actions as may be necessary to carry out the missions of the Utility in emergencies; and
7. Determine the methods, means, policies, personnel and equipment by which utility operations are to be conducted.

ARTICLE 7: UNION SECURITY AND DUES DEDUCTIONS

- A. No unit employee shall be required to become a member of the Union as a condition of Employment or continued employment. The parties agree that there shall be no discrimination by either the Utility or the Union against any unit employees 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 an individual employee.
- C. It is further recognized that the Union, as the exclusive representative of all unit employees, regardless of whether or not individual employees are Union members, owes the same duty of representation to all unit employees and provides 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 to the Union of its representation of all unit employees, but in no event to exceed the monthly dues assessment of Union members. The Union further agrees that no portion of non-union unit employee 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 Utility 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, providing 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 Utility of a written notice of revocation of such order by the employee. This section will comply and be in accordance with IC Section 8-1.5-3-3, et seq.
- E. The Utility shall not have liability to collect union dues or service fees for any month in which the employee in his last pay period received (after deduction) pay less than the amount of such dues or service fees.
- F. In the event an employee is receiving advance pay, union dues or service fees shall be deducted from that pay.
- G. Probationary employees shall not pay union dues or service fees until they become regular full-time employees.
- H. Unless the context indicates otherwise, the word "employee" or "employees", whichever used herein, shall mean and refer only to full-time regular and probationary employees now or hereafter in the employment of the Utility.
- I. It is agreed between the Utility and the Union that union dues and service fees shall be authorized only during the existence of this Agreement.

ARTICLE 8: STRIKES

- A. There shall be no strikes, as defined in Article 5 of this Agreement for any purpose.
- B. In the event of a violation of Section A of this Article, the grant of recognition to the exclusive representative shall automatically be withdrawn and no election by unit employees for a successor exclusive representative shall be held for six (6) months after de-certification of the employee organization, nor shall a dues deduction-service fee privilege exist unless and until a successor contract is executed.
- C. Any employee engaging in a work stoppage of any kind shall be dismissed immediately by the Utility.

ARTICLE 9: GRIEVANCE PROCEDURE

- A. A grievance is any dispute, controversy, or difference between either the parties or the Utility and an employee or employees in the bargaining unit concerning the meaning, interpretation, or application of this Agreement; however it is agreed that a dispute, controversy or difference shall not be a grievance until it has first been discussed by the employee with his immediate supervisor without satisfactory adjustment. The procedure set forth herein shall be the sole and exclusive forum for the adjustment of disputes and differences arising under this Agreement.
- B. Grievances may be initiated by an employee or group of employees in the bargaining unit or the Union. If the Union initiates filing the grievance, it may skip the first two steps of the grievance procedure, and file the grievance directly to the third step of the procedure.
- C. Any grievance not initiated or appealed to the next step within the time limits specified will be considered settled on the basis of the last answer by the Utility. Time limits may be extended by mutual agreement of the parties.
- D. An employee presenting a grievance shall decide whether or not he wishes to be represented by a Union representative. The Union shall be notified in writing of all grievances filed where the employee does not seek Union representation. The employee may process his or her own grievance through the third step of the procedure; however, any settlement must be consistent with this Agreement and the Union shall be apprised in writing of the terms of the settlement. An employee choosing not to be represented by the Union shall not have the right to bring his or her grievance to arbitration without Union sanction.
- E. In no case shall there be a strike by any employee or group of employees as defined in Article 5, Section H over a grievable matter, either before a grievance is filed, while it is pending, or following its final settlement. Any such work stoppage shall be cause for immediate discharge as provided for by Article 8, Section C.
- F. Hearings and conferences held under this procedure shall be conducted at times set by the Utility representative involved, with preference given to scheduling said hearings and conferences during regular working hours. If such times are during the employee's and/or Union representative's normal working hours, they shall be compensated for the time spent by the Utility according to their normal rate of pay. If the times set are outside the normal working hours of the employee and/or the Union representative, they shall not be compensated by the Utility.
- G. Grievances will be processed in the following manner within the stated time limits except that grievances over discipline or discharge may be grieved under Section H of this Article.

1. *Step One:* The aggrieved employee or employees shall present a grievance informally to the foreman or immediate supervisor of the employee, to attempt to resolve the dispute. Or, as the employee or employees determine, he or they shall record their grievance on a grievance form and present it to their Union representative. The grievance shall set out the facts alleged, the Article and Section of the Working Agreement alleged to have been violated, the parties involved, and any other information deemed pertinent, and shall be signed and dated by the grievant and the Union representative (unless Union representation has been waived). If the grievance is presented to the Steward, he will then meet with the foreman or immediate supervisor of the employee in an attempt to settle the grievance and to sign a meeting confirmation. The grievance must be brought to the attention of the immediate management supervisor within five (5) working days of its occurrence or the grievance will be considered waived. The foreman or immediate supervisor shall provide a written answer to the grievance, within five (5) working days, not including the day of the meeting.
2. *Step Two:* If the grievance is not settled in Step One, it may be appealed in writing to the Division or Department Manager within five (5) working days after receipt of the Step One meeting confirmation, not including the date upon which the confirmation was signed. Where the grievance has been properly presented, the Division or Department Manager shall reply to the grievance in writing within five (5) working days of the date of receipt, not including the date of receipt. The Division or Department Manager will confer with the shop steward and the employee in an attempt to come to an agreement on a fair and appropriate adjustment of the grievance and to sign a meeting confirmation. In any hearing, the Division or Department Manager shall not be bound by the rules of evidence prevailing in the courts.
3. *Step Three:* If the grievance is not settled in Step Two, it may be appealed in writing to the General Manager within five (5) working days after the signing of the Step Two meeting confirmation, not including the date upon which the confirmation was signed. The grievance form and Division or Department Manager's answer shall be presented to the General Manager. Where the grievance has been properly presented, the General Manager shall reply to the grievance in writing within five (5) working days of the date of the hearing, not including the date of hearing. The General Manager will confer with the shop steward and the employee in an attempt to come to an agreement on a fair and appropriate adjustment of the grievance. In any hearing, the General Manager shall not be bound by the rules of evidence prevailing in the courts.
4. *Step Four:* If the grievance is not settled in Step Three, arbitration may be requested by the Union. Such request shall be made in writing to the Human Resources Director within five (5) working days of the Step Three response, not including the day the response was made. Upon receipt of the written request, the Human Resources Director and the Union representative shall attempt to select a mutually agreeable arbitrator. In the event an arbitrator cannot be selected by mutual

agreement within five (5) working days of the request for arbitration, not including the day of the request, the Federal Mediation and Conciliation Service shall be requested to submit a list of seven (7) names from which shall be selected an arbitrator. The arbitrator shall be selected from the list by the following procedure: the Union representative shall strike the first name from the list, next the Human Resources Director shall strike a name from the list, thereafter each shall strike a name alternatively until only one name is left. That person shall be the arbitrator. The arbitrator shall have the power and duty to:

- a. hold hearings or conferences on the grievance,
- b. make such investigations as are deemed necessary,
- c. make findings of fact,
- d. hear necessary evidence, accept records, or hear witnesses, and
- e. render an award on the grievance.

The arbitrator shall have no authority to delete from, add to, or modify any provision of this Working Agreement. For the purposes of arbitration, this Working Agreement is the sole and total Agreement between the parties and any arbitrator's award which references itself to or is based upon any law, rule, regulation, or past practice not explicitly found in this Working Agreement shall be null and void. The arbitrator shall make no decision which would order the Utility to perform an action which is inconsistent with the law or this Working Agreement. The decision rendered by the arbitrator shall be binding upon the parties to this Agreement. The cost and expense of any such arbitration shall be borne by the unsuccessful party.

H. An employee or group of employees covered by this Agreement who has been subject to discipline resulting in suspension in excess of two (2) days or discharge who chooses to grieve such action may do so through an expedited procedure. The time limits in Section G of this Article for filing grievances will be applicable to this Section.

1. The grievance is filed directly to Step Three of the grievance procedure. The grievance will be written and shall set out the facts alleged, the section of the Working Agreement alleged to have been violated, the parties involved, and any other information deemed pertinent, and will be signed by the Union's Business Manager or his designee, unless Union representation has been waived. The General Manager or his designee shall reply within ten (10) working days of the presentation, not including the date of presentation. The General Manager or his designee shall confer with involved management personnel, the shop steward, the employee, and the Union's Business Manager or said Manager's designee in an attempt to come to an agreement on a fair and appropriate adjustment of the grievance.

2. If the grievance is not settled at Step Three, arbitration may be requested by the Union, in the same manner as in Section G (4) of this Article. No transcripts will be made of the arbitration hearing, and briefs will be accepted by the arbitrator at his discretion. The arbitrator will issue an award only, without an opinion, within ten (10) days of the close of the arbitration hearing. Under this Agreement an award without an opinion shall consist of a summary statement by the arbitrator of no more than two (2) pages which briefly sets forth the basis of the award. An opinion shall follow within thirty (30) days.

ARTICLE 10: DISCIPLINE AND DISCHARGE

- A. No employee covered by this Working Agreement shall be subject to discipline or discharge except for good cause, provided, however, that this Article in no way limits the Utility's authority to lay off employees in conformity with Article 13.
- B. "Good Cause" shall include violations of work rules, regulations, or policies regularly established and enforced by the Utility.
- C. In the case of discharge, discipline resulting in loss of work, or issuance of letters of warning, the Utility shall give notice within five (5) working days thereof to the employee and the Union Business Manager who shall acknowledge, in writing, receipt of said notice within ten (10) working days of the date of his receipt of the notice from the Utility. Any objections shall be included in said acknowledgment and shall comply with the Article 9 Section G (1) detailed information requirement.
- D. Should the Union fail to object in writing to any discharge, discipline, or letter of warning within ten (10) days, as provided in Section C above, it will be presumed that the Union assents to such action, and such discharge, discipline or letter of warning shall not be subject to grievance. Further, should such discharge, discipline or letters of warning be at issue in subsequent proceedings, the Union cannot deny their validity.
- E. The Utility shall set reasonable work rules which are to be posted in each location. Any changes in the rules shall be posted no less than twenty-four (24) working hours in advance of their effective date and a copy shall be sent to the Union and to the Human Resources Director at the time when said rule is posted and prior to its effective date. These Work Rules will not be enforced in any arbitrary, capricious, or discriminatory manner.

ARTICLE 11: SENIORITY

- A. Seniority shall mean the status attained by length of continuous service within a seniority unit.
- B. Seniority shall not begin nor become effective during the probationary period.

- C. Probationary employees, upon successfully completing their probation, shall become regular employees and their seniority shall be computed as of the date of their initial hire as a probationary employee.
- D. Employees shall lose their seniority for the following reasons:
1. Discharge if not reversed,
 2. Resignation,
 3. Unexcused failure to report to work; (a) when recalled from layoff, or (b) for three (3) consecutive working days without the permission of the Division or Department Manager,
 4. Failure to return to work after expiration of a formal leave of absence, without notification to the Utility,
 5. Retirement, or
 6. Layoff for a continuous period of one (1) year or more.
- E. The Utility shall maintain seniority rosters showing employees arranged according to seniority in each seniority unit. The seniority units shall be as follows:
1. Electric Division
 2. Water Division
 3. Wastewater Division
 4. Business Office
 5. Metering Department
- F. Seniority shall apply to promotions, involuntary and voluntary transfers, the filling of newly-created jobs, the filling of vacancies, vacant shift assignments, vacations, and layoffs and recall if qualifications are sufficient. In determining the sufficiency of qualifications, the following factors shall apply:
1. Skill, based on job descriptions and/or any pre-employment testing required of new employees.
 2. Efficiency
 3. Ability
 4. Knowledge

5. Training
 6. Physical Fitness, based on job descriptions and/or any pre-employment testing required of new employees.
- G. Seniority shall apply only within each employee's seniority unit, with the exception of Utilityman. The Utility agrees, however, to accept on condition, the principal of "Utility Wide Seniority" with regard to voluntary transfers and/or promotion. This status is to be considered at all times as secondary to seniority-unit status which is to remain primary. However, in the event a full-time position is not filled by a current member of the seniority unit after being posted, permanent full-time members of other seniority units shall be given preferential consideration over other applicants, provided that their past work record is satisfactory and provided they evidence the necessary skill, ability and experience to perform the requirements of the position.
- H. An employee who has been promoted to a management position, and any employee so promoted in the future, shall not forfeit any of his seniority in his regular unit and shall retain his seniority in that unit should he be permitted to return. The employee may be returned to his former job in the bargaining unit, at the request of the employee or the Utility, for any reason prior to completion of a ninety (90) day probation period in the management position.
- I. An employee who transfers from one seniority unit to another shall retain the seniority accrued in his prior seniority unit.
- J. Prior to transfer from one job classification to another, the Utility shall apprise the employee requesting transfer of all the required job-related qualifications for the job vacancy. Provided base qualifications are met, the Division Manager shall judge the candidate's job-related qualifications during a thirty-five (35) working day qualification period. The employee shall receive the rate of pay in the new job grade classification as posted. If an employee is disqualified by the Utility during the thirty-five (35) working day qualifying period, said employee may automatically return to his former job. However, if an employee elects to withdraw his bid during said period, he shall not be entitled to automatically return to his former job unless said withdrawal occurs during the first fifteen (15) working days of the qualification period. If the employee withdraws his bid after the first fifteen (15) working days of the qualification period and his former job has been filled, the employee may bump the junior employee in his original seniority unit, or he may choose to have the Utility assign him to any open job for which he qualifies within any of the five (5) seniority units. If an employee is returned for cause to his former and/or other job by the Utility, a written evaluation of his performance based on the aforementioned description of required job-related qualifications shall be given to the employee by the Division Manager. The disqualified employee shall have the right to have his evaluation reviewed by the grievance procedure. The required job-related qualifications shall not be subject to compromise. An employee who qualifies or is disqualified may not request transfer to another job classification for a period of twelve (12) months after the date of his transfer. This twelve (12) month restriction shall not apply to intra-seniority unit transfers.

- K. Utilityman Job Classification seniority shall apply to all job categories within the Water Department where the employee holds appropriate experience, certifications, and/or qualifications.

ARTICLE 12: POSTING OF VACANCIES

- A. In the event that there is a vacancy or a newly created job to be filled in a job classification covered by this Agreement, a notice to that effect, indicating the rate of pay range and specific work schedules and hours, shall be posted with the job description in all Utility working areas.
- B. Such notice shall be posted for five (5) working days (not including Saturdays, Sundays and Holidays). The date of the last day of filing applications shall be posted on such notice of the job vacancy.
- C. Employees shall apply for posted job vacancies on forms agreed upon by the Utility and the Union. The Union Business Manager shall be furnished a copy of all job vacancy notices and job bids. Employees who have exercised their voluntary transfer privilege during the preceding twelve (12) month period shall be ineligible to apply for a posted job vacancy until the expiration of said twelve (12) month period, subject to the provisions of Article 11, Section J of this Agreement.
- D. If no qualified employee is available through the posting procedure the Utility may hire new personnel. If a qualified or new employee is not used to fill the job vacancy or the vacancy is not filled for any reason, after the expiration of ninety (90) calendar days or more from the date of original notice, the job shall be re-posted or a new employee may be hired.
- E. In filling the job vacancies covered by this Agreement, seniority shall be applied as follows:
1. Seniority unit seniority within a job category;
 2. Seniority unit seniority within the area where the vacancy exists,
 3. Seniority within the Utility
- F. No posting for jobs will be required for:
1. Jobs resumed by an employee returning from military service;
 2. An employee returning from a disability due to illness or injury; or
 3. An employee returning from a leave of absence or vacation.
 4. Promoting employees from one grade level to another, subject to Article 33 Section B.

- G. If there is an apparent vacancy in a job classification covered by this Agreement, the Utility shall post such vacancy within two (2) weeks of the occurrence of said vacancy; or post that the vacancy will not be filled at this time.
- H. The Utility shall transfer the successful bidder within thirty (30) working days from the date the job is awarded.
- I. If a vacancy occurs due to a disqualification, that vacancy shall not be re-posted; the vacancy shall be filled from those who bid on the original vacancy. If there are no such other bidders, then the job may be re-posted or a new employee may be hired.

ARTICLE 13: LAYOFFS AND RECALLS

- A. Layoff shall mean the separation of employees from the active work force due to lack of work or funds or to abolition of positions because of changes in organization.
- B. Order of layoff:
 - 1. Layoff shall be accomplished so that the remaining bargaining unit employees will be those with the skill, ability and experience to perform the duties remaining.
 - 2. Where not in conflict with the principle expressed in subsection (1) above, layoff shall further be accomplished in each seniority unit as follows:
 - a. contractors' employees shall be laid off first; then
 - b. temporary and part-time employees, then
 - c. probationary employees, then
 - d. permanent employees according to seniority.
- C. An employee notified of his layoff may, within three (3) days of such notification, request demotion in lieu of layoff. If there exists within the employee's seniority unit a job classification lower than the one the employee presently holds having duties which the employee is capable of performing and in which there are other employees with less seniority, then the affected employee shall be entitled to employment in the lower classification. The employee displaced and laid off in the lower classification shall be the one with the least seniority. Where the layoff process results in surplus employees in any given seniority unit, the Utility will attempt, where consistent with efficient operation, to place the laid off employees in vacant job classifications in other seniority units. Permanent employees will be given at least ten (10) working days' notice before being laid off.

D. The General Manager or his designee may approve deviations from seniority in layoffs when seniority alone would result in retaining employees unable to maintain a satisfactory level of performance. In such cases, the affected employees shall be given written notice of the determination and the reasons therefore, as well as the opportunity for a formal hearing with Union representation following such notification. Unsatisfactory hearing determinations may be grieved directly to Step Four of the grievance procedure.

E. Recall:

1. Recall shall be accomplished so that the employees recalled shall be those with the skill, ability and experience necessary to perform the available work.
2. Where not in conflict with the principle expressed in subsection (1) above, recall shall be by seniority.

ARTICLE 14: HOURS AND OVERTIME, NON-SHIFT EMPLOYEES

A. For record purposes:

1. The work week shall consist of seven (7) consecutive calendar days, beginning at 12:00 A.M. on Saturday and ending at midnight on Friday.
2. The work day shall be a period of twenty-four (24) hours starting and ending at midnight.

B. Employees shall normally be scheduled to work eight (8) hours during a work day and forty (40) hours during a work week. However, this provision shall not be construed as a guarantee of hours of work or pay.

C. Regular work schedules within the work week are Monday through Friday. Regular work shifts within the work schedule are eight (8) consecutive hours, exclusive of the lunch period provided for in Article 22. Regular work shifts are:

Business Office	8:00 a.m. to 5:00 p.m.
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All Other Divisions	7:30 a.m. to 4:00 p.m.
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Deviation from the above regular schedules and shifts for current jobs may be arranged at any time between management, affected personnel and the Union. Senior employees will be given preference for any such deviation in the following order of priority: 1) classification, 2) work group, and 3) seniority unit (as defined in Article 11, Section E). Newly posted jobs may deviate from the above regular schedules and shifts.

D. Employees shall, as a condition of employment, make themselves reasonably available for overtime work. The Utility agrees to pay any employee overtime at the rate of one and one-half (1-1/2) times his regular straight time rate of pay for all hours worked outside of his assigned schedule and for all hours worked or paid in excess of forty (40) hours per week, except as otherwise provided herein.

1. Unless a higher rate is applicable, an employee shall be paid at one and one-half (1-1/2) times his regular straight time rate of pay for hours worked on his first scheduled day off within the work week.
2. An employee shall be paid double his regular straight time rate of pay for hours worked on his second scheduled day off within the work week.
3. When an employee works more than sixteen (16) hours within a twenty-four (24)-hour workday, he shall be paid at the rate of double his regular straight-time rate of pay for all such hours in excess of sixteen (16) hours. If an employee is called out within one (1) hour of the time he was released from work, the total paid working hours in such periods shall be considered in determining said sixteen (16) hours.
4. No employee shall receive overtime pay for both weekly and daily overtime for the same overtime work.
5. In no event shall an employee receive more than double his regular straight time rate for any hours worked.
6. All hours worked in support of Mutual Aid of other governmental entities or municipalities shall be paid at double the employee's regular rate of pay. The time paid at the double-time rate shall begin when the employee departs in a vehicle to travel to the affected area. For Mutual Aid work, the Utility will take volunteers. Management shall maintain a list of employees' accumulated Mutual Aid hours, first accepting for each project those volunteers with the fewest accumulated Mutual Aid hours.

Upon returning from a mutual aid assignment, each employee shall, if earned in accordance with Article 15 E., get an eight (8)-hour rest period prior to returning to work. If any part of this eight (8)-hour rest period falls within his regularly scheduled work day, he shall be paid for such part at his straight-time regular rate of pay (funded by the entity where the rest was earned).

E. A non-shift employee filling in for a shift employee is considered a deviation from the above schedule. In such cases, "first and second days off" will not be considered for overtime purposes. Instead, the first eight (8) hours worked or paid beyond forty (40) in a work week, as defined above, will be paid at one and one-half (1-1/2) times his regular straight time rate of pay; all hours worked or paid beyond forty-eight (48) hours in a work week, as defined above, will be paid at double his regular straight time rate of pay. Such employees attain this schedule/pay status any time the employees fill in for less than a full shift work schedule. A non-shift employee filling in for a shift employee for a full shift work schedule shall be paid as a shift employee.

F. An employee who is required to work sixteen (16) hours or more during any twenty-four (24)-hour period shall be entitled to an eight (8) hour rest period. The rest period shall begin at the earlier of the following: 1) when the employee is released from work, or 2) at the beginning of the next regularly scheduled day.

If any part of this eight (8) hour rest period falls within his regularly scheduled work day, he shall be paid for such part at his straight-time regular rate of pay. Should an employee be required to work any part of his eight (8) hour rest period which falls within his regularly scheduled shift, he shall receive in addition his straight-time regular rate for such hours worked. If, after an employee has worked sufficient hours to qualify for a rest period and is released, he shall have eight (8) hours off duty time prior to being required to return to work.

G. Overtime work shall be distributed as equally as is possible among the employees performing the same type of work within each seniority unit. Overtime distribution schedules shall be negotiated individually in each seniority unit between the Manager and the Union steward.

H. A record of the overtime hours offered and worked by each employee shall be maintained and posted monthly by each division or department at each location.

ARTICLE 15: HOURS AND OVERTIME, SHIFT EMPLOYEES

A. For record purposes:

1. The work week shall consist of seven (7) consecutive calendar days, beginning at 12:00 A.M. on **Saturday** and ending at midnight on **Friday**.
2. The work day shall be a period of twenty-four (24) hours starting and ending at midnight.

B. Employees shall normally be scheduled to work eight (8) hours during a work day and forty (40) hours during a work week. However, this provision shall not be construed as a guarantee of hours of work or pay.

C. The Utility will establish regular shift schedules, normally:

First Shift **12:00 A.M. to 8:00 P.M.**

Second Shift 8:00 A.M. to 4:00 P.M.

Third Shift 4:00 P.M. to 12:00 A.M.

D. Employees shall, as a condition of employment, make themselves reasonably available for overtime work. The Utility agrees to pay any employee overtime at the rate of one and one-half (1-1/2) times his regular straight time rate of pay for all hours worked outside of his assigned schedule and for all hours worked or paid in excess of forty (40) hours per week, except as otherwise provided herein.

1. Unless a higher rate is applicable, an employee shall be paid at one and one-half (1-1/2) times his regular straight time rate of pay for hours worked on his first scheduled day off within the work week.
2. An employee shall be paid double his regular straight time rate of pay for hours worked on his second scheduled day off within the work week.
3. When an employee works more than sixteen (16) hours within a twenty-four (24)-hour workday, he shall be paid at the rate of double his regular straight-time rate of pay for all such hours in excess of sixteen (16) hours. If an employee is called out within one (1) hour of the time he was released from work, the total paid working hours in such periods shall be considered in determining said sixteen (16) hours.
4. No employee shall receive overtime pay for both weekly and daily overtime for the same overtime work.
5. In no event shall an employee receive more than double his regular straight time rate for any hours worked.

E. An employee who is required to work sixteen (16) hours or more during any twenty-four (24) hour period shall be entitled to an eight (8) hour rest period. The rest period shall begin at the earlier of the following: 1) when the employee is released from work, or 2) at the beginning of the next regularly scheduled day.

If any part of this eight (8) hour rest period falls within his regularly scheduled work day shift, he shall be paid for such part at his straight-time regular rate of pay. Should an employee be required to work any part of his eight (8) hour rest period which falls within his regularly scheduled shift, he shall receive in addition his straight-time regular rate for such hours worked. If, after an employee has worked sufficient hours to qualify for a rest period and is released, he shall have eight (8) hours off duty time prior to being required to return to work.

F. For all shift jobs with assigned schedules including Saturdays, Sundays and holidays, schedules shall be rotated in such a manner so as to equalize such work as much as possible among the employees performing the same type of work within each Division.

- G. Shift workers who work first and third shifts shall receive a shift bonus, to be negotiated with wages and listed in the salary ordinance.
- H. Shift workers shall not be required to change shifts to cover a one-day absence of a fellow shift worker.
- I. Shift workers who have similar qualifications shall be allowed to exchange shifts with approval of the Division Manager.
- J. For those workers who have been assigned to the current 6-2 rotation, it is understood that this provision is not intended by either party to guarantee nor mandate continuation of the currently-configured six (6)-day, forty-eight (48)-hour shift work schedule rotation.

ARTICLE 16: EMERGENCY CALL-OUT

- A. The minimum time allowed for an emergency call outside of normal working hours covered by this contract shall be two (2) hours. If such two (2)-hour period extends beyond the beginning time of the employee's normal working day, the regular pay for hours worked on such day shall commence at the regular beginning time of such employee on that day.
- B. Regardless of the time worked by the employee or the number of times called during such two (2)-hour period, the compensation for such full period shall be limited to two (2) hours at the applicable overtime rate. In the event the time worked by the employee is less than two (2) hours during such call-out, the employee shall make himself available for the full two (2)-hour period.

ARTICLE 17: INCLEMENT WEATHER

- A. Employees who are unable to work outside because of inclement weather shall be provided other safe work or training.
- B. Inclement weather will be deemed to mean weather conditions that will make the work unsafe. It is understood and agreed that such determination shall be the right of the Department or Division Manager or General Manager.
- C. Emergency work shall be performed regardless of the weather conditions.

ARTICLE 18: TEMPORARY ASSIGNMENTS

- A. When bargaining unit employees are temporarily assigned jobs in a higher classification, they shall receive the rate of pay of that classification.
- B. An employee who is temporarily assigned a job with a lower rate of pay than his regular rate of pay shall receive his regular rate of pay.

- C. Temporary assignments shall not exceed forty-five (45) working days per year except when extended by mutual agreement.
- D. Work outside the bargaining unit can be arranged with agreement of the business managers and the affected employees under creation of a 3rd party MOU.

ARTICLE 19: SAFETY

- A. The Utility shall make every reasonable effort to provide safe working conditions for its employees and no employees shall be required to work with an unsafe workman or under unsafe conditions.
- B. Safety training meetings shall be conducted at each headquarters at least six (6) times during a calendar year, except in the Business Office where such meetings shall be conducted as necessary. All employees will be required to attend unless they are excused by their supervisor.
- C. A joint safety program shall function in each Division with a committee comprised of representatives from the Utility and the Union in each such Division.

ARTICLE 20: EMPLOYEE TOOLS, EQUIPMENT, CLOTHING

- A. The Utility shall furnish all tools, equipment and clothing (such as foul weather gear and hard hats) required for the job. Personal tools shall be provided by the employee. Such tools provided by the employee shall be replaced by the Utility upon receipt of the worn-out or broken tools as evidence of need of replacement. All such broken and worn-out tools will become the property of the Utility. Employees who are being provided with uniforms upon the execution of this Working Agreement will continue to be provided with eleven (11) of said properly fitted uniforms during the period of said Agreement. Size adjustments to uniforms may be allowed once during a twelve (12)-month period at Utility expense. Any additional size adjustments during that twelve (12)-month period will be at the employee's expense. Electric Division field employees' uniforms shall be of flame retarding material.
- B. All Job Descriptions which require approved safety shoes or boots to comply with OSHA Guide 1910.136, and in recognition of the fact that such protective footwear is required to be worn by certain employees on the job, but that those employees may choose to wear such safety shoes or boots off the job as well, Mishawaka Utilities will participate in the footwear required by this policy according to the following procedure:
 - 1. Employees will purchase footwear required by their job description from any supplier, so long as such footwear complies with ANSI Z41-1991, "American National Standard for Personal Protection – Protective Footwear".
 - 2. Employees shall submit an acceptable receipt of purchase, to be accompanied by a claim form signed by the Department Manager, certifying that the

purchased footwear is required by the job and suitable for it, according to the 1910 OSHA Guide

3. Mishawaka Utilities will reimburse employees for the purchase price of the footwear, but in no event will the reimbursement exceed three hundred dollars (\$300.00) every two years. Direct billing to the Company and subsequent employee payroll withholding will not be permitted.

ARTICLE 21: BREAKS, MEALS AND CLEAN-UP TIME

- A. Except as otherwise herein provided, all employees shall provide their own noon lunch. The unpaid lunch period shall be one-half (½) hour unless otherwise mutually agreed, except that Business Office employees shall be entitled to a one (1)-hour unpaid lunch period. The Utility may, at its discretion, require employees to eat in the vicinity of the job site or work activity near a suitable facility or allow employees to return to their respective headquarters for lunch. For the purpose of this Article a "suitable facility" is any facility with public washrooms. If employees are required to eat in the vicinity of the job site, the Utility will provide coolers with ice for worker-carried lunches.
- B. In the event an employee is called in to work more than two (2) hours before the start of his normal scheduled shift, or held over more than three (3) hours beyond the end of a normal scheduled shift, the Utility shall furnish a suitable meal to the employee, or reimburse him for the expense thereof, including gratuity. If an employee is called back within one (1) hour of having been released from work at the end of a normal work day, the Utility shall include the time during which the employee was punched out to determine the three (3) hour eligibility for meal reimbursement. No meals shall be provided for scheduled overtime, defined as any work scheduled with the employee not less than four (4) hours in advance.

However, Utility meal expense reimbursement to an employee shall not exceed seven dollars (\$7.00) for a meal eaten between 12:00 midnight and 6:00 p.m. or eleven dollars (\$11.00) for a meal eaten between 6:00 p.m. and 12:00 midnight.
- C. In the event an employee is called in for work outside of, but not immediately before his regularly scheduled shift, he shall be furnished a meal or be reimbursed for the expense of thereof for each six (6) hours of continuous work, as outlined in Section B of this Article.
- D. Whenever practical, actual meals should be provided at an authorized facility designated by the Utility to bill directly for employee meals. In recognition of the fact that circumstances sometimes prevent such practice, the Utility will reimburse employees for meals taken, subject to the limitations expressed in Section B of this Article. In lieu of meals to which employees are entitled but which are not actually taken, the Utility will pay the employee the reimbursable equivalent of that meal as defined in Section B of this Article.
- E. Employees shall be allowed ten (10) minutes clean-up time at the end of each work day or call-out period.

- F. Employees shall be allowed one (1) fifteen (15)-minute break during each four (4)-hour work segment, whether inside or outside his normal scheduled shift, at a reasonable time authorized by immediate management personnel. Breaks not so taken cannot accumulate from one four (4)-hour segment to the next. Nor will employees be allowed to take a break in advance of a given four (4)-hour segment, so as to result in one (1) thirty (30)-minute break daily. Breaks shall be taken at the job site for employees working away from respective headquarters, unless another break location is authorized by the Division Manager.

ARTICLE 22: JURY OR MILITARY DUTY

- A. When an employee is required to serve on a jury or is subpoenaed to be a witness, he shall not suffer loss of pay for such absence. The fees received for the above service shall be deducted from his regular pay and he shall report to normal work (if reasonable to do so) upon release from such service.
- B. When an employee is required to serve on Temporary Military Training Duty of fifteen (15) days or less in a calendar year the employee will be paid as if he had worked. The fee received will not be deducted from regular pay.
- C. Employees requesting leave pursuant to this Article shall notify management as soon as practical prior to the leave and shall submit applicable paperwork in a timely manner.

ARTICLE 23: HOLIDAY PAY

- A. All regular, full-time employees covered by this Agreement shall receive eight (8) hours at their regular rate of pay for the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the Friday after Thanksgiving, the day before Christmas and Christmas Day, and two (2) personal holidays, which can be taken in full- or half-day increments subject to prior approval by the Department or Division Manager.

When such personal holiday picks are requested by employees before January 15 of each year for dates after January 15, seniority will determine which employees are granted or denied such future dates, based on Division or work group strength. In approving or denying such optional holiday requests after January 15, management can consider Division and work group strength, and grant or deny the holiday on a first-come, first-serve basis. Employees in their first year of employment will be paid for named holidays as they occur, but are not eligible for either of the two (2) personal holidays until they have been employed for six (6) months.

- B. Holidays will not accumulate or carry over from year to year, except if LTD leave at the end of a year would cause an employee to forfeit unused personal holidays, in which case unused personal holidays shall carry over to the new year. Such personal holidays shall be used at the termination of LTD leave, but shall be paid at the prior year's rate of pay.

- C. Employees who work on a scheduled holiday as defined in Section A of this Article shall receive double their regular rate of pay plus holiday pay for the day worked.
- D. Employees must work the scheduled day before and after a holiday in order to receive pay for the holiday unless the time off was scheduled at least twenty-four (24) hours prior to the start of the employee's shift on the last work day before the holiday or as approved by the Division Manager.
- E. When a holiday occurs on Sunday, the holiday will be observed on Monday. Except for New Year's Day, when a holiday occurs on Saturday, the holiday will be observed on Friday. When New Year's Day occurs on Saturday, it will be observed on Monday.
- F. Shift workers shall work holidays in accordance with their schedule unless requested to not work by the employer.

ARTICLE 24: FUNERAL LEAVE

- A. Full-time permanent employees shall be entitled to funeral leave as indicated:
 - (1) At time of death of an employee's wife, husband, child, mother, father, mother-in-law, father-in-law – a maximum of five (5) scheduled workdays. "Child" shall include stepchildren.
 - (2) At the time of death of an employee's brother or sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild or grandparent or spouse's grandparents – a maximum of three (3) scheduled workdays.
- B. Funeral leave days under (A1) above must be taken consecutively and must include the day of the funeral. Funeral leave days under (A2) and (A3) above must be taken between the date of death and the day following the funeral. Days of funeral leave shall be paid at the rate of eight (8) hours per day at the employee's regular straight time rate of pay. The days paid as funeral leave under this Article shall be only regular scheduled workdays.
- C. In cases of suspected abuse the Utility may require an employee to submit to the Human Resources Department, upon his return, proof of relationship and verification of the death of such relative. If the employee does not attend the funeral, he will not be entitled to any payment.
- D. The Utility shall pay an employee up to four (4) hours at his regular straight time rate for hours actually spent serving as a pall bearer for an employee or a retired Utility employee, provided proper advance notice is given to the Utility.
- E. In the case of an employee's death, the Utility may, at its discretion, grant a limited number of employees time off without loss of pay to attend the funeral.

- F. In the event of the death of an immediate family member as defined in Section A (1) or (2) while an employee is on vacation, funeral leave will commence as stated in Section B. Those vacation days replaced by funeral leave will be granted back to the employees earned vacation bank for use at a later time. The days of vacation replaced by funeral leave will only apply to regular scheduled workdays.

ARTICLE 25: LEAVES OF ABSENCE

- A. Employees may be granted an unpaid leave of absence for a period of six (6) months upon request to the Utility. Such leave is subject to the approval of the Utility and the Union and may be granted for any legitimate purpose other than engaging in other gainful employment. Extensions of leaves of absences may be granted by the Utility and the Union upon request.

- B. Any employee of the Utility (limited to one employee at any given time) who is elected to an office in the Local Union or is appointed to an office in the IBEW requiring his leave of absence from the Utility shall, with the approval of the Utility, be granted an unpaid leave for a period not to exceed four (4) years.

Any such employee returning to the Utility will be reinstated to his former position, provided he is physically able to perform the duties of that position and providing that a vacancy exists. If the vacancy has been filled, the employee shall have the right to be assigned to any open job for which he can qualify within any of the five (5) seniority units as described in Article 11, Section E.

- C. During leaves of absence described in Sections A or B above, employees on leave status shall not be paid and shall not accrue employee or pension benefits or seniority. Following the leave period, employees shall return with the seniority level attained at the time the leave began. If the employee wishes to participate in group benefit programs, he must reimburse the Utility for the total cost of such programs. In the event an employee has been granted a leave of absence and becomes disabled while on such leave of absence, he shall not be entitled to Long Term Disability benefit coverage.
- D. The Utility and the Union agree to comply with the FMLA policies established by the City of Mishawaka for all City employees.
- E. All leaves of absence shall be issued in writing and state the conditions thereof. Such notice shall be kept on file by the General Manager, with a copy furnished to the employee, the Human Resources Department and the Union.
- F. Bargaining unit employees may request unpaid time off with 24 hours' notice. All unpaid leave is at the sole discretion of Management.

ARTICLE 26: VACATIONS

- A. Employees will be granted vacation time away from work according to the following schedule:

Hiring date to December 31 st (first year)	0
1 year but less than 2 – one day awarded for each month worked with a maximum of 10	10
2 years but less than 5 years	10
5 years but less than 12 years	15
12 years but less than 17 years	20
17 years but less than 25 years	25
25 years but less than 31 years	30
One additional day for each year, starting with year 31	

The First Year is defined as that period of time from the date of hire to December 31st of the same year. When determining the number of years of service for vacation purposes, date of hire to December 31st of the first year will count as one full year.

- B. For non-shift employees, all vacation days may be taken in increments of at least one (1) full day with twenty-four (24) hours' advance notice and approval by management. For shift employees, ten (10) such days may be taken per year and shall not be taken on Saturday, Sunday, or any day observed as a holiday in Article 24. Management reserves the right to limit the number of employees taking the same day(s) off. When two or more employees request the same day(s) off, management may limit the number of approvals, based on a first-come, first-served basis.

Remaining vacation days shall normally be taken in blocks of at least five (5) consecutive days, subject to the discretion of the Division or Department Manager. Shift workers shall take the number of consecutive vacation days as are normally worked in their assigned weekly schedule.

- C. Employees are encouraged to schedule their vacation periods by January 15 of each calendar year. If so requested, employees will be granted vacation time according to seniority within a work group subject to work group staffing requirements. Any vacation request submitted after January 15 will be granted on a first-come, first-served basis, with such request normally requiring thirty (30) days' advance notice, and subject to work group staffing requirements.

An employee who elects not to take all of his vacation in one consecutive period shall retain seniority rights to only one consecutive period as his first choice. First choice shall be designated by the employee prior to January 15 in order to secure his seniority pick.

- D. All vacation days paid shall be on the basis of eight (8) hours of regular pay, excluding any shift bonus or crew leader pay (for other than grandfathered crew leaders).

- E. In the event an employee is on sick leave with pay at the beginning of his scheduled vacation leave, he shall be considered on sick leave. His vacation shall begin upon termination of his sick leave unless the employee and management agree to reschedule the vacation time to a later date, except as provided in Paragraph G, below.
- F. Vacations shall not be allowed to accumulate and carry over from one calendar year to the next except if LTD leave at the end of a year would cause an employee to forfeit unused vacation time, in which case all unused vacation time shall carry over to the new year. Such vacation time shall be used at the termination of LTD leave, but shall be paid at the prior year's rate of pay.
- G. In the event a regular employee's employment with the Utility is terminated, including termination due to death or retirement, he shall be entitled to pay in lieu of vacation leave for any vacation awarded but not yet taken during the calendar year of his termination.
- H. An employee who requests his vacation pay in advance shall make his request at least ten (10) days prior to the beginning of his vacation period. Such advance vacation pay shall be granted only if the vacation pay is for ten (10) or more work days.
- I. The Utility shall not buy back any unused vacation time from employees.

ARTICLE 27: FLEXIBLE TIME OFF (FTO)

- A. In recognition of the need for its employees to be away from work, the Utility agrees to establish and accrue a bank of time off for any personal needs such as personal or family illness, extension of contractual 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 Article 29. 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 (½) 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 Section G of this Article.
- 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. If all FTO days have been used for vacation or other personal use, any short-term illness will be an excused absence, but without pay. The Utility retains the right to limit, through its Work Rules, the number of excused absence occurrences as described in this Section.
- F. Employees should schedule FTO time at least twenty-four (24) hours in advance with the approval of a supervisor. The Utility 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 supervisor as soon as possible prior to the beginning of a work day 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 pay shall be on the basis of eight (8) hours of regular pay, excluding any shift bonus or crew leader pay (for other than grandfathered crew leaders).
- I. The Utility may 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 to the General Manager for this buyback arrangement, if so desired. In any event, the Utility may 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 Section J of this Article.
- J. In the event a regular, full-time employee's service to the Utility is terminated, including termination due to death or retirement under the Utility's retirement plan, he 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.

ARTICLE 28: LONG-TERM DISABILITY (LTD) LEAVE

- A. In recognition of the fact that employees may become disabled and may not be able to perform their normal duties, due to a long-term illness or injury (whether occupational or otherwise), the Utility hereby agrees to establish, beginning January 1, 1993, a Long-Term Disability (LTD) leave program for all regular, full-time employees.
- B. LTD leave will not begin until a five (5)-working day waiting period has elapsed. Employees must bridge this waiting period with any leave time available to them at the start of the leave period.

- C. The LTD leave period shall be for a maximum of fifty-two (52) weeks. While on leave, employees will be paid all or part of their regular pay, based on forty (40) hours of pay per week, exclusive of shift bonus or crew leader pay (for other than grandfathered crew leaders), according to the following schedule:

For each complete year of service, one (1) week LTD benefits at one hundred percent (100%) of pay, to a maximum of twenty-six (26) weeks, after the waiting period has expired.

Then, sixty-seven percent (67%) of pay through the twenty-sixth (26th) week following the waiting period.

Then, fifty percent (50%) of pay through the fifty-second (52nd) week following the waiting period.

Then, no benefit (0%).

The LTD benefit paid to an employee on LTD leave will be reduced or replaced entirely by any amount of Workers' Compensation or Social Security Disability pay received by the employee, including waiting period reimbursement. It is the employee's responsibility to make timely application for such benefits if physically possible and to submit applicable paperwork as soon as practical.

- D. The employee's seniority shall continue during LTD leave. However, any wage increases scheduled to occur during disability will not become effective until returning to work. Benefits, such as group medical and group life insurance, and FTO day accrual, will continue during LTD leave.
- E. The employee must provide medical documentation as to proof of his physical disability to qualify for LTD leave and proof of his ability to return to work following LTD leave. The Utility retains the right to request an independent medical examination by a physician of the Utility's choice. Additionally, the Utility may require subsequent proof of continued disability, obtained at Utility expense, at intervals of not less than two (2) months during a disability period. Failure to comply with this provision on a timely basis, or failure to return to work as soon as possible may result in termination.
- F. No employee will be entitled to LTD leave for a disability resulting from the use of alcohol or drugs, for injury during the commission of a crime, or for disabilities occurring in the course of employment for other than the Utility or for remuneration through self-employment, for injury occurring while performing any outside work for remuneration or profit, or while on official Leave of Absence, pursuant to Article 26.
- G. If the employee returns to work and becomes disabled again within six (6) months of returning from the same injury or illness, the disability is considered a continuation. In this event, no new waiting period will be required. The employee will resume the LTD schedule where he left off upon returning to work.

A new disability period, including the requirement for a waiting period, shall begin if the employee returns to work for at least six (6) months and becomes disabled again from the same injury or illness, or returns and becomes disabled due to an unrelated injury or illness.

- H. An employee returning to work following LTD leave shall return to his regular work, if so released by a physician. If requested by the physician, light work may be arranged by the Division Manager, if such light duty work is available and practical with reasonable accommodation.

An employee declared by a physician to be incapable of returning to his regular work may be placed in any available job covered by this Agreement for which the employee is declared by a physician to be physically fit, without regard to the seniority provisions of this Agreement.

An employee who has been retrogressed to another position under this Section shall retain his seniority in the job classification from which he was so retrogressed for a maximum period of two (2) years.

If the employee recovers from the disability during the period in which he has such retained seniority to the extent that the Utility considers him to be qualified to perform the normal duties of the classification from which he was removed due to the disability, or to any interim classification, this will be done provided his retained seniority is sufficient to displace other employees who occupy the job to which he is being restored. The Utility may require medical evidence of the extent of his recovery on which to base its consideration.

The employee's rate of pay following retrogression will be the greater of 1) the rate of pay for his new job classification, or 2) two-thirds (2/3) of his prior position's pay. In case of the latter, the employee shall remain at this rate of pay, without periodic negotiated increases, until the rate of pay for his new classification equals or exceeds his retrogression rate of pay.

ARTICLE 29: HOSPITALIZATION AND MEDICAL INSURANCE

Explanation and agreement with reference to the foregoing shall be by agreement of the parties during wage negotiations since this document is a Working Agreement and not intended to cover economic terms and conditions; however, such hospitalization and medical insurance shall be in conformity with that available to other employees of the municipality in which the Utility operates.

ARTICLE 30: LIFE INSURANCE

The Utility agrees to pay the entire cost of a \$15,000.00 life, accidental death and dismemberment insurance policy for each employee and retiree. Said policy shall be reduced to \$7,500.00 for all employees upon reaching the age of 65.

ARTICLE 31: RETIREMENT PLAN

The present Retirement Plan shall be retained and fully funded by the Utility.

ARTICLE 32: TRAINING PROGRAM

- A. A training program shall be established during regular working hours to the degree possible but not confined to regular working hours for skilled trades and crafts for the purpose of developing better-informed and qualified employees. Additional job-related training approved by the Division Manager may be available on non-working hours; tuition, books and required materials shall be paid for by the Utility if the employee completes and passes the course of study; however, there shall be no wages nor compensation paid for attendance at such courses, whether passed or not.
- 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.
- C. An Apprenticeship, Safety and Training Program for Linemen has been established in the Electric Division and registered as No. 020-0529 with the U.S. Department of Labor, Bureau of Apprenticeship and Training. The Standards governing the administration of this program shall be part of this agreement.

ARTICLE 33: BULLETIN BOARDS

The Utility shall provide space at each work headquarters for bulletin boards for the exclusive use of the Union, provided such bulletin boards shall not be used for the posting of any political announcements or information of any kind, nor shall they be used for the posting of any scandalous or defamatory matter.

ARTICLE 34: EMPLOYEE CLASSIFICATIONS, JOB DESCRIPTIONS

- A. By the first day of February of each year, the Utility and the Union shall exchange lists of all bargaining unit employees. Said list shall show each employee's job classification and their pay rate. The Utility shall notify the Union of changes in employees' classification, pay, and shift to the degree they are able to do so.

- B. Employees shall be classified according to job titles. Each job title, including grade ranks, shall have a job description on file with the Union. Job descriptions may be changed from time to time. The Utility agrees to seek input from affected employees prior to such changes. However, final decisions regarding such changes will remain with management. Such changed job descriptions will be communicated to affected employees and the Union. When job vacancies are posted, the applicable current job description will be posted. Employee evaluations will include a discussion of the current job description. It is also understood and agreed that job descriptions will specify a job, not a shift, in the event the same job is performed on various shifts.
- C. The Utility will notify the IBEW office when a new Union employee is hired, giving the name, job title and beginning pay.

ARTICLE 35: LONGEVITY BONUS PLAN

The following longevity bonus will be provided to Utility 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 begin at year five at \$150.00 with \$80.00 added each year beginning with year six:

Years of Service	Annual Increment	Bonus
5		\$150.00
6	\$80.00	\$230.00
7	\$80.00	\$310.00
8	\$80.00	\$390.00
9	\$80.00	\$470.00
10	\$80.00	\$550.00

Any change negotiated in the previous schedule may not take effect until the beginning of the fiscal year following the effective date of the contract.

ARTICLE 36: COMMERCIAL DRIVER'S LICENSE (CDL), PHYSICALS

In recognition of the fact that a Commercial Driver's License (CDL) is required by law for certain employees identified by job description in order for such employees to operate certain Utility vehicles, the Utility agrees to the following:

- A. For CDL renewals, the Utility will reimburse employees the difference between the cost of the license itself and the cost of a basic operator's license.

- B. For employees holding a CDL, the cost of required physicals will be paid by the Utility, limited to one standard CDL physical exam every two years. Such physicals will be arranged by the Utility at a facility of its choice and billed directly to the Utility.
- C. The cost of any testing beyond the standard CDL physical exam provided in B, above, (skills test or follow-up medical tests or visits, for example) will be paid by the employee.
- D. None of the costs described in Sections A or B, above will be paid by the Utility for any employee holding or moving to a job which does not by job description require a CDL.
- E. The Utility cannot waive the CDL requirement for any employee working in or bidding into a job which requires a CDL. However, when bidding into a job which requires a CDL, the employee awarded the job may have up to 35 working days to obtain one. The Utility shall be under no obligation to provide CDL training for such employees.

ARTICLE 37: DRUG-FREE WORKPLACE

In recognition of the importance, both in human and economic terms, of alcohol and drug abuse, the Utility and the Union are committed to make every effort to have a drug- and alcohol-free workplace and workforce. Therefore, the Utility and the Union agree to comply with all reasonable drug and alcohol policies established by the City of Mishawaka for all City employees.

ARTICLE 38: PAYROLL

Employees will be paid bi-weekly in conformity with the payroll procedure in existence on the date of the execution of this Working Agreement. When and if the City should change to weekly pay, it will extend to the employees of the Utility the option of receiving weekly pay.

ARTICLE 39: INDEMNIFICATION

- A. *Claims and Judgment* - the Utility shall indemnify and save harmless any Utility employee from all legal claims, suits, cost and judgment arising out of the acts or omissions to act on the part of the Utility employee which arise out of and in the course of the performance of his duties as a Utility employee subject to the terms and conditions contained herein. Indemnity shall not be provided in the event any Utility employee willfully violates any legal order or direction of a superior, the rules and regulations of the Utility, or is guilty of gross negligence and/or of willful and/or wanton misconduct.
- B. *Executions of Judgments* - the Utility shall take such actions as it deems appropriate to forestall the execution of judgment against the Utility employee personally and if not withstanding such efforts by the Utility, the Utility will indemnify and hold harmless the Utility employee on any judgment covered under Section (A) of this Article subject to the terms and conditions contained herein.

C. *Trials:*

1. The Utility shall provide legal counsel of the Utility's choosing to any Utility employee against whom legal action has been commenced, within the coverage set forth in Section A of this Article.
2. The Utility employee shall have the option to retain his own attorney at his own personal expense to represent his interest in litigation without any effect upon the responsibilities of the Utility under this Article.

D. *Employee Responsibilities:*

1. As a condition precedent to the right of indemnification under this Article, any Utility employee desiring indemnification shall:
 - a. Tender in writing to the Utility's attorney a notice of its right to appear and to defend any litigation as may result in a judgment covered by this Article and grant to the City the right to make such investigation, negotiation and compromise or settlement of any such claim as the Utility shall deem appropriate.
 - b. Give written notice containing the particulars sufficient to identify the Utility employee involved and information as to the time, place and complete circumstances thereof to the attorney for the Utility as soon as is reasonably practical following a covered occurrence.
 - c. Forward immediately any and all suit papers, demands, notices, summons, complaint or other legal process received by such Utility employee or his representative to the attorney for the Utility.
 - d. Cooperate fully with the Utility in the entire conduct, defense, and/or compromise in settlement of any legal proceeding, and additionally grant to the Utility the right to free access and use of all hospital, medical, physician and/or other medical or dental provider with respect to records, reports, x-rays and all other material pertaining to the Utility employee's physical, mental and/or emotional condition in the conduct, defense and/or compromise and settlement of any legal proceedings hereunder.

ARTICLE 40: SEXIST APOLOGIA

Words used in this Agreement in the masculine gender shall also include the feminine.

ARTICLE 41: SUCCESSOR CLAUSE

In the event the City should, during the term hereof, sell or otherwise transfer any of the Utilities covered by this Agreement, it is agreed that the provisions of this Agreement shall continue in full force and effect for the stated term hereof and shall be binding upon any successors, administrators, executors and assigns. The City acknowledges that any such transfer shall not affect its obligations to employees who have duly retired from employment under the terms of this Agreement during the stated term hereof (or a predecessor agreement between the parties hereto) prior to the effective date of any such transfer. The City shall give prior notice of the existence of this Agreement to any potential purchaser, lessee, assignee, etc. Such notice shall be in writing with a copy to the Union.

ARTICLE 42: ENTIRE AGREEMENT

- A. The Utility and the Union shall not be bound by any arrangement, provision, practice or procedure not specifically stated in this Agreement. Arrangements, provisions, practices or procedures previously agreed to by the Utility and the Union, either formally or informally shall henceforth be void as of the date of the execution of this Working Agreement by the Utility and the Union, unless included herein.
- B. The Utility and the Union agree that this Agreement is intended to cover all matters affecting hours and terms and conditions of employment of the unit employees, and that neither the Utility nor the Union shall be required to negotiate any of the aforementioned, or any other subjects not specifically set forth in this Agreement, during the term of this Agreement.
- C. If any provision of this Agreement or the application thereof to any person or circumstances is adjudicated invalid by an appellate level court of the State of Indiana, such invalidity shall not affect the remaining provision or applications of this Agreement which can be given effect without the invalid provision or application and to this end the provisions of this Agreement are declared to be severable. If any portion of this Agreement is so held to be invalid, then the subject matter of said provision shall be renegotiated by the Utility and the Union. Said re-negotiation shall begin within thirty (30) days after the earlier of the expiration of the time for appealing the determination of invalidity or the mutual decision of the Utility and the Union not to pursue such an appeal. Renegotiated language shall be effective retroactively to the date of the determination of invalidity.
- D. The waiver or any breach or condition of this Agreement by either the Utility or the Union shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement.
- E. Where this Agreement requires the appropriation of funds by the Common Council of the City of Mishawaka to effect the carrying out of any provision thereof, to that extent this Agreement is subject to such Council appropriation.

RESOLUTION NO. 2017-07

MISHAWAKA BOARD OF UTILITIES

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF MISHAWAKA AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL #1392

WHEREAS, the City of Mishawaka and the International Brotherhood of Electrical Workers, Local #1392, have agreed to a Collective Bargaining Agreement for the period of January 1, 2018 to December 31, 2020; and

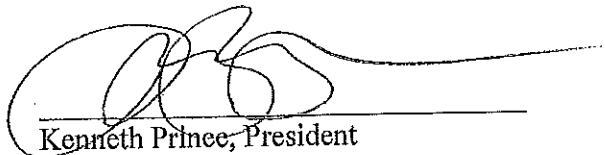
WHEREAS, such Agreement requires the approval of the Mishawaka Board of Utilities and the Mishawaka Common Council;

NOW, THEREFORE, BE IT RESOLVED by the Board of Utilities of the City of Mishawaka that:

Section 1. The attached Collective Bargaining Agreement between the City of Mishawaka and the International Brotherhood of Electrical Workers, Local #1392, is hereby approved, and

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

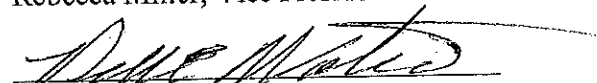
ADOPTED by the Board of Utilities of the City of Mishawaka, on this 12th day of December, 2017.



Kenneth Prince, President

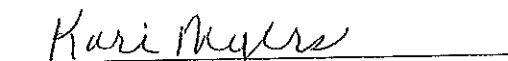


Rebecca Miller, Vice President



Ronald E. Watson, Member

ATTEST:



Kari Myers, Clerk of the Board

SIGNATURES:

The International Board of Electrical
Workers, Local #1392, by its Negotiating
Committee:

12/12/17
Date

Bill D. Scally
Bill D. Scally, Business Manager

Robert C. Bailey
Robert C. Bailey, Electric Division

Aaron W. DeCocker
Aaron W. DeCocker, Water Division

Joseph P. Schrader
Joseph P. Schrader, Electric Division

Mishawaka Utilities by its Negotiating
Committee:

12/12/17
Date

James M. Schrader
James M. Schrader, General Manager

Geoffrey D. Spiess
Geoffrey D. Spiess, Corporation Counsel

Approved by the Board of Utilities of the City of Mishawaka, Indiana, this 12th day of
December, 2017.

Kenneth B. Prince
Kenneth B. Prince, President

Rebecca S. Miller
Rebecca S. Miller, Vice President

Ronald E. Watson
Ronald E. Watson, Member

ATTEST:

Kari Meyers
Kari Meyers, Clerk of the Board

DEC 13 2017

CITY CLERK
MISHAWAKA, IN

1st Reading 12-18-17
2nd Reading
Passed
Failed
Continued To

PROPOSED ORDINANCE NO. 2017-48

ORDINANCE NO. _____

**AN ORDINANCE APPROVING AN AGREEMENT BETWEEN
THE CITY OF MISHAWAKA AND THE MISHAWAKA FIREFIGHTERS
ASSOCIATION LOCAL NO. 360 OF THE INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, AFL - CIO**

WHEREAS, the contract negotiating committees for the City of Mishawaka, Indiana and the Mishawaka Firefighters Association Local No. 360 of the International Association of Firefighters have mutually reached an agreement on amendments to the Collective Bargaining Agreement expiring the 31st day of December 2017; and

WHEREAS, the members of the Mishawaka Firefighters Association Local No. 360 of the International Association of Firefighters 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 12th day of December, 2017, the City of Mishawaka, Indiana, acting by and through its Board of Public Works & Safety, approved the new Collective Bargaining Agreement with Mishawaka Firefighters Association Local No. 360 of the International Association of Firefighters, a copy of which is attached hereto; and

WHEREAS, Ordinance No. 5249 requires all 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 Collective Bargaining Agreement executed the 12th day of December, 2017, effective January 1, 2018, between the Board of Public Works & Safety of the City of Mishawaka, Indiana and the Mishawaka Firefighters Association Local No. 360 of the International Association of Firefighters 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 18th day of December, 2017, at _____ o'clock _____.M.

Presiding Officer

ATTEST:

Deborah S. Block, IAMC, MMC, City Clerk

PRESENTED by me to the Mayor this _____ day of December, 2017, at
_____ o'clock _____.M.

Deborah S. Block, IAMC, MMC, City Clerk

APPROVED by me this _____ day of December, 2017, at _____ o'clock
_____.M.

David A. Wood, Mayor

COLLECTIVE BARGAINING AGREEMENT

between

CITY OF MISHAWAKA, INDIANA

and

MISHAWAKA FIREFIGHTERS ASSOCIATION

LOCAL NO. 360

OF THE

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL - CIO

DATED: 1-01-2018 thru 12-31-2018

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT entered into on the 12th day of December, 2017, effective on the 1st day of January, 2018 between the CITY OF MISHAWAKA, INDIANA, hereinafter called "City," and MISHAWAKA FIREFIGHTERS ASSOCIATION, LOCAL NO. 360, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, hereinafter called "Union," WITNESSETH THAT:

The parties hereto, in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

ARTICLE I

Purpose and Definitions

Section 1 - Purpose

The parties enter into this Agreement pursuant to the authority of ordinance Number 1666 passed by the Common Council of the City of Mishawaka on the 6th day of December, 1971. The purpose of this Agreement is to incorporate understandings previously reached and other matters into a formal contract; to promote harmonious relations between the City and the Union in the best interests of the community; to improve the public firefighting services; and to provide an orderly and equitable means of resolving future differences between parties.

Section 2 - Definitions

(a) City shall include the elected or appointed representatives of the City of Mishawaka, Indiana, including the Fire Chief and Assistant Fire Chiefs.

(b) Union shall include all other firefighters and the officers or representatives of the Union.

(c) When the singular number is used, it shall include the plural.

(d) The term firefighter shall include all sworn firefighters and all civilian firefighter/paramedics unless specified elsewhere in this Agreement.

ARTICLE II

Coverage

This agreement shall be applicable as to all firefighters of the City of Mishawaka, Indiana Fire Department except the Fire Chief and Assistant Fire Chiefs.

ARTICLE III

Recognition

The City recognizes the Union as the sole and exclusive bargaining representative of the employees of the Fire Department.

The City shall not enter into any agreements with its employees individually or collectively or with any other organization which in any way conflicts with the provisions hereof.

The City recognizes the Mishawaka Fire Department as the sole provider of paramedic and ambulance services other than mutual aid agreements.

ARTICLE IV

Rights of Management

Section 1 - General

Except as otherwise provided in this Agreement, or applicable federal or state law, the City in the exercise of its functions of management shall have the right to decide the policies, methods, safety rules, direction of employees, assignment of work, contracting of work, equipment to be used in the operation of the Fire Department, and to determine the hours of work, the right to hire, discharge, suspend, discipline, promote, demote, and transfer firefighters; it is agreed that the enumeration of the above management prerogatives shall not be deemed to exclude other prerogatives not enumerated. Nothing in this Article shall limit or prevent firefighters' rights to the grievance procedure provided for in this Agreement.

Section 2 – Late-to-Work Clause

In any twelve (12)-month period, a firefighter who has been late five (5) times will be given a warning letter advising the firefighter that the sixth (6th) time late will result in a fine equal in amount to loss of one-half (1/2) day's pay, the seventh (7th) time late will result in a fine equal in amount to loss of one (1) day's pay and the eighth (8th) time late will result in the firefighters referral to the Board of Public Works and Safety for disciplinary action.

ARTICLE V
Dues and Deductions

The City shall deduct, as dues, from the pay of each firefighter from whom it receives a written authorization to do so, the required amount for the payment of Union dues, fees, and assessments. Such sums, accompanied by a list of employees who have authorized such deductions and from whom no deductions were made and the reason therefore, shall be forwarded to the Union Secretary-Treasurer within thirty (30) days after such collections have been made.

All firefighters, covered by this contract, who are not members of the Union, shall pay a monthly representation fee to the Union in an amount equal to the actual cost to the Union of its representation of all unit employees, but in no event to exceed the monthly dues and assessments of Union members. The City shall have no obligation to collect the non-union member representation fee. The Union shall indemnify the City for any costs or expenses arising out of a suit or claim against the City brought by a non-union member relating to this Article.

ARTICLE VI
Union Activities

Section 1 - General

Employees and their Union representatives shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection, to express or communicate any views, grievance, complaint, or opinion related to the conditions or compensation of public employment or their betterment, all free from any and all restraint, interference, coercion, discrimination, or reprisal, except as limited by the laws of the City of Mishawaka, State of Indiana, or the United States of America.

Section 2 - Released Time

Officers and other representatives of the Union shall be afforded reasonable time during working hours without loss of pay to fulfill their Union responsibilities, including negotiations with

the City, processing grievances, and administrating and enforcing this Agreement; provided, however, if such activities cause the Department strength to fall below the minimum required under this Agreement notwithstanding any provisions herein to the contrary, any firefighter called in to maintain the minimum department strength shall be compensated by receiving two (2) hours off duty without loss of regular pay for each hour actually worked and the call-in guarantee of four (4) hours work for four (4) hours pay shall not apply; provided further, that regardless of the number of such hours actually worked.

Notwithstanding any provisions herein to the contrary, any firefighter with less than or equal to two hundred (200) hours in his/her compensatory time bank called in to maintain the minimum Department strength shall be compensated by receiving two (2) hours off duty without loss of regular pay for each hour actually worked and any firefighter with more than two hundred hours in his/her compensatory time bank called in to maintain the minimum Department strength shall be compensated by receiving overtime pay. The Union shall be responsible for maintaining the call-in list and furnishing substitute manpower for firefighters released from duty under this Article.

Section 3 - Bulletin Boards

The Union shall retain the Bulletin Board rights it now has, including the right to post Union notices or other materials. Such boards shall be identified with the name of the Union and the Union may designate persons responsible therefore.

Section 4 - Meetings

The Union may schedule meetings on Fire Department property, insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the Fire Department.

Section 5 - Union Activities

The President and respective representatives of the Union, not to exceed four (4) persons, shall be allowed time off with pay to attend Union conventions and seminars subject to the approval of the Fire Chief or the Board of Public Works and Safety of the City; provided, however, if such activities cause the Department strength to fall below the minimum required under this Agreement notwithstanding any provisions herein to the contrary, any firefighter with less than or equal to two hundred (200) hours in his/her compensatory time bank called in to maintain the minimum Department strength shall be compensated by receiving two (2) hours off duty without loss of regular pay for each hour actually worked and any firefighter with more than two hundred (200) hours in his/her compensatory time bank called in to maintain the minimum Department strength shall be compensated by receiving overtime pay. The call-in guarantee of four (4) hours worked for four (4) hours pay shall not apply. The Union shall be responsible for maintaining the call-in list and furnishing substitute manpower for firefighters released from duty under this Article.

ARTICLE VII

Wages

Section 1 - General

The salary schedule attached hereto as Exhibit "A" shall be effective January 1, 2018 and shall be amended from time to time by action of the Common Council of the City of Mishawaka, Indiana.

Section 2 - Overtime Pay

(a) Overtime pay shall be paid to all 56-hour employees (firefighters other than Fire Marshals) for all work in excess of their regularly scheduled work day (24 consecutive hours). Such overtime shall be paid at the rate of time and one-half of the employee's prevailing hourly rate, provided, however, that all overtime worked on Sundays and holidays shall be paid at the rate of twice the employee's prevailing hourly rate. Double-time is calculated for any overtime worked between 0700 hrs. on Sundays or a holiday until 0700 hrs. the following day.

(b) Overtime pay shall be paid to all 40-hour employees (Fire Marshals) for all work in excess of 40 hours per week. Such overtime shall be paid at the rate of time and one-half of the employee's prevailing hourly rate, provided, however, that all overtime worked on Sundays and holidays shall be paid at the rate of twice the employee's prevailing hourly rate.

(c) An employee's prevailing hourly rate shall be determined by dividing their annual salary by 2,912. This calculation shall include the Pension Equalization Plan Payments to the civilian firefighter/paramedics.

(d) Call-In Pay. When a firefighter is called in to work partial or emergency duty, the firefighter will be guaranteed a minimum of four (4) hours work or four (4) hours pay at overtime rate and any additional fraction of an hour over fifteen (15) minutes shall constitute one (1) hour. When a firefighter is called for a twenty-four (24)-hour overtime, the firefighter will be guaranteed twenty-four (24) hours pay at the overtime rate for that day. When a firefighter is mistakenly offered a prescheduled twenty-four (24)-hour overtime, management reserves the right to retract

said offer and that member will be guaranteed four (4) hours overtime pay and regain their original place on the twenty-four hour overtime list.

(e) In the event a firefighter is held over their regular work shift, the firefighter shall receive regular overtime pay in increments of one-half (1/2) hour but shall not be guaranteed a minimum of four (4) hours work or four (4) hours pay. By way of example, if a firefighter is held over thirty-one (31) minutes, the firefighter shall be paid for one (1) hour of overtime at the regular overtime rate.

Section 3 - Overtime Pay for Specialty Positions

(a) The City will keep an updated list of those firefighters taking part in the Water Surface Rescue and Recovery Program, Dive Team Program, Tactical Rescue Team and Mechanics.

(b) All firefighters shall have an equal opportunity to attend special schooling for the specialty programs listed above. Firefighters attending such schooling shall be reimbursed for expenses reasonably incurred in the attendance at such schooling and shall be compensated, as if on duty for attendance at such schooling on the firefighter's regularly scheduled day off.

(c) In the event a firefighter is ordered or subpoenaed and appears during off-duty hours before a court, administrative body, or at the County Prosecutor's Office, pertaining to incidents involving the Fire Department, the firefighter shall receive overtime pay. The firefighter shall receive pay for the actual amount of time spent but not less than two (2) hours at the overtime rate of pay. A firefighter who is the subject of a disciplinary hearing shall not be entitled to the benefits provided in this subsection. The firefighter's overtime will be figured less any compensation received from the Courts, attorneys, insurance companies, or any other third party.

Section 4 - Two Thousand Dollars (\$2,000.00) Wage Difference

No less than a two thousand dollar (\$2,000.00) wage difference between the rank of 1st class firefighter and the rank of master firefighter shall occur. Said wage difference between these two ranks shall be maintained in future wage agreements.

Section 5 - Pension Equalization Pay for Non-77 Pension plan Members

For those civilian firefighter/paramedics who do not qualify or do not elect to become members of the 1977 pension fund, the pension equalization pay (PEP) will be offered to the employees as additional wages. The PEP shall be payable in twenty-six (26) equal biweekly pay periods with the regular payroll. The annual PEP will be a combination of a base of three thousand three hundred dollars (\$3,300) and an additional one hundred dollars (\$100) for every full year of continuous service completed by January 1st of each year.

Section 6 - Renegotiation of Wages

It is understood and agreed by the parties hereto that any wage provision contained in this Agreement may be modified at any time by renegotiation with the members of the Common Council of the City of Mishawaka, Indiana. The Common Council and the Union must agree to such renegotiation, and the refusal of either to reopen negotiations for wages shall not be considered a breach of this Agreement or a breach of any other duty or obligation of either.

ARTICLE VIII

Hours of Employment

Section 1 - Work Schedule

(a) The Platoon system shall be a three-platoon system consisting of three shifts. A work day consists of 24 consecutive hours starting at 0700 hours. The regular work schedule of firefighters under this system will be as follows: 24 hours on, 24 hours off, 24 hours on, 24 hours off, 24 hours on, and 96 hours off.

(b) For Fire Marshals, the regular work week shall be thirty-six (36) hours consisting of four (4) days at nine hours per day. Each Fire Marshal shall be entitled to either Monday or Friday off. There shall be no more than three (3) Fire Marshals.

Section 2 - Trading Days

(a) Subject to the approval of the Assistant Chief or the Assistant Chief's designee, and the department being able to meet and maintain minimum manpower requirements, firefighters shall be permitted to voluntarily trade scheduled work and unpicked random days. Random days traded will be used like any other random day would be, with one exception, it does not carry any seniority when a three (3)-week posting is necessary. Firefighters will not be allowed to "borrow" time from the City.

(b) Anytime a firefighter is scheduled to work a trade day and is unable to do so, due to injury or extended illness, said firefighter shall make every attempt to cover the shift. The firefighter shall send out a department-wide email asking for another firefighter to cover the shift, as well as put out a department-wide request for a firefighter to cover the shift on the department's scheduling software in use at the time.

ARTICLE IX
Holiday Schedule

For purposes of this agreement, the holidays shall be as follows:

New Year's Day
New Year's Eve Day
Good Friday
Easter Sunday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Eve Day
Christmas Day
3rd Saturday in August Fallen Firefighter

Any firefighter wishing to observe a moment of silence on Patriot Day may do so, so long as the exercise of such does not interfere with the performance of duties or risk public safety.

ARTICLE X
Vacations and Leave

Section 1 – Vacation Eligibility

- (a) All firefighters, except Fire Marshals, will accrue vacation and random time according to the following chart:

VACATION

YEARS OF SERVICE

	3 Day(s) (1st Week)	6 (2 nd Week)	9 (3 rd Week)	12 (4 th Week)	15 (5 th Week)	18 (6 th Week)	Random Days		TOTAL
< 1							Prorated		<u>< 4</u>
1	x						4		7
2	x	x					4		10
3	x	x					4		10
4	x	x					4		10
5	x	x	x				4		13
6	x	x	x				4		13
7	x	x	x				4		13
8	x	x	x				4		13
9	x	x	x				4		13
10	x	x	x	x			4		16
11	x	x	x	x			4		16
12	x	x	x	x			4		16
13	x	x	x	x	x		4		19
14	x	x	x	x	x		4		19
15	x	x	x	x	x		5		20
16	x	x	x	x	x		5		20
17	x	x	x	x	x		5		20
18	x	x	x	x	x		5		20
19	x	x	x	x	x		5		20
20+	x	x	x	x	x	x	3		21

(b) After the vacation selection process is completed all remaining random days may be taken in twelve (12)- or twenty-four (24)-hour increments.

Section 2 – Vacation Selection

(a) (1) Firefighters may not at any time select a day for vacation or random leave if doing so would reduce the shift strength for that day below the minimum firefighting work force due to other firefighters' vacation and random-leave selections. Firefighters on sick leave shall not be counted in determining shift strength. Firefighters signed up for education leave shall not be counted in determining shift strength until seven (7) calendar days prior to the start of the class, except that firefighters attending a class that lasts longer than fourteen (14) calendar days shall not be counted in determining shift strength.

(2) Each shift will select vacation independent of the other two shifts. Vacations shall be selected on the basis of seniority.

(3) During the first round of selections, firefighters with more than five years of service must select six consecutive work days of vacation (a "two-week vacation"). Firefighters who have completed less than five (5) years of service must select at least four (4) vacation days consecutively, but not more than six (6).

(b) Up to four (4) firefighters per shift shall be eligible on the basis of seniority to select simultaneous two-week vacations without regard to any conflict caused by conditions in scheduling.

(c) Vacation schedules shall be posted by the Fire Department Management by December 1st of each year. Vacation selection shall commence one full cycle after January 1st, and be completed by the end of the 3rd day of that cycle. Each firefighter must be prepared to select their vacation on any day of that cycle, between 0700 and 2000 hours, unless other written arrangements

that do not conflict with the seniority process are made ahead of time with copies going to the Chief or representative and the Union Executive Board. A firefighter who fails to select their vacation during this time will be passed and shall go to the bottom of the vacation selection list. Available days for vacation or random leave are any days beginning between January 2 and January 1 of the following year that the firefighting workforce does not drop below the minimum manpower requirements in Article XIX.

(d) After all firefighters have selected vacations during the first round, the Fire Department During each round of selections after the first round, firefighters may only select up to three workdays per round. Each subsequent selection round will start on the fifth calendar day after the previous round ended (so there will be four calendar days between rounds). After the final vacation-selection round, there will be another round during which firefighters will select one random-leave day based on seniority. All other random-leave days are available on a first-come-first-serve basis.

(e) Any firefighter who splits their two-week vacation in the first round will pick their remaining days from their split two-week vacation as if they were random-leave days (i.e. on a first-come-first-served basis). So if a firefighter chooses to let their vacation become random, they give up seniority selection rights.

(f) Management shall post a master list in all stations, of all days selected by each firefighter after the normal selection process is completed.

(g) When a firefighter is transferred from one shift to another, after vacations are picked, their vacation pick will transfer with them, within one (1) or two (2) work days of the original pick, with the firefighters having the choice of moving forward or backwards of their original vacation pick, it is also understood that if a contractual day(s) or earned time, that was chosen separately becomes the firefighter's regular day off, due to a transfer, they will have the choice to move that day forward or backwards. As an alternative, a firefighter may select another day, as long as the day is available and within the same calendar year.

(h) In the event days become available that were not available at the posting of the random day

list, those days and only those days will be posted separately at each station and made available to be picked by seniority after a three (3)-week posting period. Any firefighter interested in such days must notify management within the three (3)-week posting period by signing the posting list at their station. Any days not selected shall be granted on a first come, first serve basis. If a day becomes available within the three (3)-week posting period, it shall be posted as set forth above and the firefighter will be notified one (1) shift day prior to the day in question.

Section 3 - Vacation Eligibility – Fire Marshal Division

Vacation time shall inure to the benefit of the Fire Marshal Division based upon their appointment to the Fire Department as follows:

(a) Fire Marshals having completed one (1) year of service, but less than two (2) years, shall receive four (4) work days of vacation.

(b) Fire Marshals having completed two (2) years of service, but less than five (5) years, shall receive eight (8) days of vacation.

(c) Fire Marshals having completed five (5) years of service, but less than twelve (12) years shall receive fifteen (15) work days of vacation.

(d) Fire Marshals having completed twelve (12) years of service, but less than seventeen (17) years of service shall receive twenty (20) work days of vacation.

(e) Fire Marshals having completed seventeen (17) years of service, but less than twenty-five (25) shall receive twenty-six (26) work days of vacation.

(f) All employees assigned as Fire Marshals shall receive 2 random days in addition to their vacation days.

(g) All employees assigned as Fire Marshals will have their vacation selections approved by the Fire Chief.

ARTICLE XI

Seniority, Layoff, Recall and Lateral Transfer

Section 1 – Seniority, Layoff and Recall

(a) Seniority shall be determined by the date of the firefighter's appointment to the Department. If more than one (1) firefighter has the same date of appointment, then seniority shall be determined alphabetically.

(b) A "lay-off" is hereby defined to be a necessary reduction of the work force of the Fire Department. Lay-offs shall be made in the reverse order of seniority; that is, the firefighter with the least seniority shall be laid off first and the firefighter with the most seniority shall be laid off last.

(c) A "recall" shall be an increase of the work force with the Fire Department following a lay-off. Recall shall be by seniority with the firefighter with the most seniority being the first individual to be recalled and the firefighter with the least seniority being the last individual to be recalled.

(d) In the event of a personnel reduction, no new employees shall be hired until all laid off employees are recalled or have refused to return to work.

(e) If any position on the Fire Department presently being performed by a firefighter is performed by a civilian or volunteer help, no firefighter shall be laid off as a result.

ARTICLE XII

Sick Leave

Section 1 – Firefighter

During illness, a firefighter's pay shall continue subject to the right of the Board of Public Works and Safety to require a physician's statement confirming the firefighter's illness and their inability to perform their duties. Medical disabilities shall be determined by the firefighter's pension board. Medical disability for a Civilian Firefighter/Paramedic shall be determined by the City's designated physician.

Section 2 – Work-Related Injury – Civilian Firefighter/Paramedic

The City will provide a disability and income program for civilian firefighter/paramedics. This insurance benefit shall continue in effect until such time as a similar disability insurance program for municipal civilian firefighter/paramedics shall be established and funded by the Federal government, the State of Indiana, or some other governmental agency.

ARTICLE XIII

Funeral Leave

In case of death in the firefighter's immediate family (meaning parent, spouse, grandparent, grandchild, parent-in-law, brother, sister, sister-in-law, brother-in-law, child or stepchild), a firefighter shall receive upon request, two (2) consecutive work days off without loss of regular pay, to make preparations for and attend, the funeral and burial of such relative and to attend to any necessary business or legal matters of the decedent or their estate. In addition, the Fire Chief shall have the right to grant, in appropriate cases and at their sole discretion, additional days off work for funerals.

The same right to funeral leave as set forth above shall be applicable in cases of death to an aunt or uncle of the firefighter, to a firefighter's nieces and nephews, to the aunts, uncles, nieces and nephews of the firefighter's spouse, and the grandparents of the firefighter's spouse. In such instances, the leave shall be only one (1) work day off without loss of regular pay. A firefighter who serves as a pallbearer in any funeral shall be entitled to whatever time off is needed on the day of the funeral to serve as a pallbearer without loss of pay. This does not apply to a firefighter that is on a pallbearers list. For Fire Marshals, the days off provided for in the above section shall be three consecutive eight (8)- or nine (9)-hour work days only.

Funeral leave under this Article XIII shall be taken at the time the death occurs. If a firefighter is on vacation when the death giving rise to the funeral occurs, the firefighter shall not be entitled to take the funeral leave as an extension to their vacation.

ARTICLE XIV

Insurance

Section 1 - Life and Accident

The City shall maintain in effect for each firefighter a life insurance policy of Fifteen Thousand (\$15,000.00) Dollars double indemnity.

The City shall also provide a \$50,000.00 life insurance policy for each civilian firefighter/paramedic in the event they are killed in the line of duty; provided, however, if federal or state legislation is passed providing such coverage, as in the instance of the police and firemen, then the City need not provide such coverage. Such a policy must include coverage for death by disease contracted in-the-line-of-duty.

Section 2 - Medical and Hospital

The City shall offer medical and hospital care coverage to all firefighters, including those off work due to injury and/or illness, throughout the life of the Agreement in conformity with that available to other employees of the City.

ARTICLE XV

Uniform Allowance

(a) The City shall, in addition to all other compensation herein granted, pay each firefighter an annual uniform allowance of:

\$1,250.00

to purchase and maintain uniforms as prescribed by the Chief. In consideration of this allowance, the firefighters agree to keep their uniforms in neat, clean and in good repair and to replace all worn-out clothing as necessary.

(b) No new items of clothing shall be required unless the Union is in agreement, provided, however, that this paragraph shall not apply to any safety items which may in the future be mandated by IOSHA or OSHA.

(c) The City shall provide and replace damaged protection gear at no expense to the firefighter. Protection gear shall consist of the firefighter's helmet, turnout coat and pants, a protective hood, boots and gloves, and OSHA-approved eye protection. A firefighter must relinquish all damaged protective gear before the City is obligated to replace such gear.

ARTICLE XVI
Duties of Firefighters

- (a) Firefighters duties shall consist of the following:
 - (1) All work directly connected with firefighting services, emergency medical services, fire prevention, and public education.
 - (2) Specialty work including water and aerial rescue services, hazardous material emergency response services, water rescue and recovery, fire protection services in the area of code enforcement and fire and arson investigation.
 - (3) Keeping all staffed stations and fire department vehicles clean, including performing general-maintenance tasks for the presentable upkeep of station grounds and quarters.
- (b) Firefighters shall not be required to perform heavy maintenance work or work which requires special skills, including plumbing, electrical work, and painting; however, a firefighter may voluntarily perform these tasks if qualified.
- (c) After all of the duties required under paragraph (a) are performed to the satisfaction of the Fire Chief or representative, firefighters may engage in personal activities which do not interfere with the duties of other members of the fire department.
- (d) Firefighters shall not be required to engage in training, schooling or station maintenance on Sundays or on the Holidays listed in this Agreement. Management may provide training on two (2) Saturdays per year, per shift. Any further Saturday training sessions require advance approval by the Union's Executive Board. Management shall provide a minimum of seven (7) days' notice prior to each occurrence of Saturday training.

ARTICLE XVII

Strike Prohibition

The Union will not engage in, nor sanction, strike action, slow down, "blue flu," or similar action during the life of this Agreement or any extension thereof. If this Article is violated, the participants shall be immediately subject to discharge as provided in Ordinance Number 1666 of the City of Mishawaka.

ARTICLE XVIII

Joint Safety Committee

Section 1 - Adoption of Safety Program

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

Section 2 - Special Items of Safety Equipment

The Cascade system or any replacement system shall be tested not less than annually and maintained in good working order and not less than thirty-six (36) self-contained breathing apparatus in good working order shall be provided by the City so that all members of the Fire Department will have at their disposal protection from dangerous gas and smoke.

Section 3 - Fresh Air Tanks

Fresh air tanks shall be tested hydrostatically at least every five (5) years, per code No. DOT 49 CFR.

Section 4 - Testing of Other Items

All aerial ladders and platform trucks shall be tested, at least once every three (3) years, for defects and all defects shall be promptly repaired by the City.

ARTICLE XIX
Department Strength

Section 1 - Minimum Work Force

- (a) The minimum work force will be twenty-nine (29) firefighters per day.
- (b) Seven (7) firefighters will be allowed off per day. In the event of sickness, vacation, or any other reason whatsoever the work force is reduced below the minimum manning requirement, the Officer in Charge will then refer to the proper overtime list for the next firefighter in line to work.
- (c) A minimum of three (3) lead paramedics will remain on duty per shift.

Section 2 - Department Strength

- (a) The minimum firefighting work force shift shall be assigned to manning emergency firefighting equipment.
- (b) Each pumper truck and aerial/pumper combination truck in service shall run and be manned by at least three (3) firefighters.
- (c) Each rescue truck unit in service shall run and be manned by at least two (2) firefighters.
- (d) Each paramedic ambulance shall run and be manned by at least one (1) lead paramedic and one (1) advanced EMT.
- (e) The City will man and run a minimum of three (3) paramedic ambulances. The City may run a fourth (4th) ambulance only after at least two (2) pumper trucks or aerial/pumper combination trucks are manned by at least four (4) firefighters each. This requirement may be suspended for requested occasions only with the approval of the Union's Executive Board for each occasion.
- (f) In the event a rescue truck or aerial truck unit is out of service because of a mechanical breakdown, a reserve engine may be placed in service as a replacement, manned by not less than

two (2) firefighters and used only as a rescue truck or aerial truck unit. Under no circumstances shall the reserve engine be used as a pumper truck unless manned by not less than three (3) firefighters. In the event the reserve engine is used as a pumper truck while manned by less than three (3) firefighters, then the firefighters next in line on the recall list shall be entitled to overtime pay of not less than four (4) hours.

(g) Whenever a reserve pump truck is put in service to take the place of a piece of equipment that is manned normally by two (2) firefighters and enough manpower is available, it shall be manned with three (3) firefighters.

(h) All disabled firefighting motor vehicle equipment, excepting automobiles, shall be repaired and placed back in service as soon as reasonably possible.

Section 3 - Vacancies

(a) The City will make a diligent effort to fill all vacancies in the Fire Department within sixty (60) calendar days after such vacancies occur. In the event a vacancy is not filled within sixty (60) calendar days, the City shall furnish immediately thereafter a written explanation to the Union outlining the reason the vacancy has not been filled.

(b) All vacancies in rank as a result of a promotion shall be filled within thirty (30) days.

(c) All vacancies in ranks as a result of a resignation, retirement, or termination will be filled within thirty (30) days, or when the vacating firefighter ceases to receive compensation by the City for hours worked or other time owed, whichever is later. Vacancies will be posted within seven (7) days of action by the Board of Public Works and Safety creating the vacancy.

Section 4 – Driver Operator and Master Firefighter Positions

- (a) There shall be not less than thirty (30) firefighters holding the rank of Driver Operator (DO).
- (b) All firefighters shall be automatically promoted to the rank of 1st Class Firefighter on or before the third anniversary of their hire date.

Section 5 – Rank Structure

- (a) Effective January 1, 2018, the rank structure will be as follows:
 - (1) Probationary Firefighter
 - (2) Master Firefighter
 - (3) 1st Class Firefighter
 - (4) Driver Operator
 - (5) Paramedic
 - (6) Lieutenant
 - (7) Fire Marshal
 - (8) Shift Supervisor
 - (9) Captain
 - (10) Battalion Chief
 - (11) Assistant Chief
 - (12) Chief

Section 6 – 1st Class Firefighter

Once a firefighter achieves the rank of 1st Class Firefighter or higher, the base pay for such firefighter thereafter shall never be less than that paid to other 1st Class Firefighters, regardless of the subsequent rank of such firefighter. The Board of Safety reserves the right to refuse a request made by a firefighter for voluntary demotion from the rank of 1st Class Firefighter.

ARTICLE XX

Grievance Procedure and Arbitration

(a) A "grievance" is defined to mean any difference that may arise between the parties or between the City and a firefighter covered by this Agreement as to any matter involving interpretation, meaning, application or violation of any of the provisions of this Agreement. A "grievant" is defined as any firefighter employee covered by this Agreement, group of firefighter employees or the Union.

1. It shall first be the responsibility of the grievant to reduce the grievance into writing within thirty (30) days after it arises and present it to the Chief.

2. If the grievance is not resolved after a period of thirty (30) days after being presented to the Chief or acting Chief, the written grievance shall be presented to the City's Board of Public Works and Safety within ninety (90) days for determination and settlement.

3. If the grievance is not settled by the Board of Public Works and Safety within fourteen (14) days to the satisfaction of the grievant, then the matter may be submitted to arbitration in accordance with the terms and conditions set forth below.

(b) The establishment of this method of arbitration shall not in any way whatsoever be deemed to be a recognition by the City of compulsory arbitration as a superior method of settling labor disputes, but rather shall be deemed to be a recognition solely of the necessity to provide an alternative method or mode of settling labor disputes where employees must, as a matter of public policy, be denied the usual right to strike. Therefore, in the event that the grievant and the City are unable to satisfactorily resolve a grievance before the Board of Public Works and Safety, either party may send written notice of a demand for arbitration to the other party and the dispute shall be submitted to arbitration before an impartial arbitrator selected as provided below.

If within ten (10) days after the notice of the demand for arbitration, the parties are unable to agree upon an arbitrator, then the grievant may request the American Arbitration Association or Federal Mediation and Conciliation Service to submit a panel of names and the selection of the

arbitrator made by alternately striking names from the panel. The impartial arbitrator shall hold hearings upon the issues, make such investigations as shall be deemed necessary to a proper decision and render such decision in writing. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator is authorized to conduct such hearing in an informal manner and without recourse of the technical, common-law rules of evidence required in judicial proceedings. Every person who is a party to such proceeding shall have a right to submit evidence in open hearing and shall have the right of cross-examination. Hearings may be held at any place in the county agreed to by the parties or in the absence of agreement, as determined by the arbitrator.

(c) The arbitrator's fees and necessary expenses of arbitration shall be borne equally by the Union and City. However, it is understood and agreed that such fees and expenses shall not include attorney's fees of either party.

ARTICLE XXI

Savings Clause

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

ARTICLE XXII

Indemnification

Section 1 - Claims and Judgments

The City shall indemnify and hold harmless any firefighter from all legal claims, suits, costs and judgments arising out of the acts or omissions of the firefighter arising out of and in the course of the performance of the duties of such firefighter subject to the terms and conditions contained herein. Indemnity shall not be provided in the event any firefighter willfully violates any legal order of a superior officer, the rules and regulations of the Fire Department, or is guilty of gross negligence or of willful or wanton misconduct.

Section 2 - Executions on Judgments

The City shall take such actions as it deems appropriate to forestall the execution of judgment against a firefighter personally and notwithstanding such efforts by the City, the City will indemnify and hold harmless the firefighter on any judgment covered under Section 1 of this Article subject to terms and conditions contained herein.

Section 3 - Trials

(a) The City shall provide legal counsel of the City's choosing to any firefighter against whom legal action has commenced, within the coverage set forth in Section 1 of this Article.

(b) The firefighter shall have the option to retain their own attorney at their own expense to represent their interests in litigation without any effect on the responsibilities of the City under this Article.

Section 4 - Firefighter's Responsibilities

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

(1) Tender in writing to the City's attorney a notice of its right to appear and defend any litigation as may result in a judgment covered by this Article and grant to the City the right to make such investigation, negotiation and settlement of any claim as the City deems appropriate.

(2) Give written notice containing the particulars sufficient to identify the firefighter involved and information as to the time, place and circumstances thereof to the City's attorney as soon as reasonably practical following a covered occurrence.

(3) Forward immediately any or all suit papers, demands, notices, summons, complaint or other process received by such firefighter or their representative to the City's attorney.

(4) Cooperate with the City in the conduct, defense or settlement of any legal proceeding and additionally grant the City the right to free access and use of all hospital, medical and doctor's records and reports as to any firefighter's physical or mental condition in the conduct, defense or settlement of any legal proceedings.

ARTICLE XXIII

Specialty Position

A. In recognition of the special and unique services performed by certain firefighters for the City, the City agrees to pay specialty pay to those firefighters who perform the following duties:

1. Advanced Emergency Medical Technician (AEMT).
2. Water Rescue and Recovery.
3. Self-Contained Breathing Apparatus.
4. Mechanics.
5. Firefighter/Paramedic
6. Reserve Firefighter/Paramedic
7. Civilian Firefighter/Paramedic
8. Information Technology (IT)

All specialties will receive a specialty check. Participation in any specialty listed in this article is not mandatory.

B. Definitions.

1. **“Advanced Emergency Medical Technician (AEMT)”** means a firefighter who is certified by the Indiana Emergency Medical Services Commission as an AEMT and is qualified by the local Medical Control Board to provide advanced life support care.
2. **“Water Rescue/Recovery Team”** means those firefighters regularly assigned to the Water Rescue and Recovery Team in accordance with the standard operating procedures currently in effect. Such standard operating procedures shall not be changed except by mutual consent of the City and the Union. ”

3. **“Self-Contained Breathing Apparatus Technician”** means those firefighters assigned to maintaining, repairing, testing and all records keeping activities as required by federal and state regulations with respect to self-contained breathing apparatus.
4. **“Mechanic”** mean a firefighter assigned to the maintenance and repair of fire suppression vehicles and all other Fire Department mechanical equipment.
5. **“Lead Paramedic”** means a paramedic who has obtained lead paramedic status from the St. Joseph County EMS Committee.
6. **“Firefighter/Paramedic”** means a firefighter who is dually certified as both a firefighter and a paramedic and is assigned to an ambulance.
7. **“Reserve Firefighter/Paramedic”** means a firefighter who is dually certified as both a firefighter and a paramedic and is assigned to a suppression apparatus.
8. **“Civilian Firefighter/Paramedic”** means a firefighter paramedic assigned to an ambulance and receives the PEP compensation.
9. **“Paramedic”** includes Firefighter/Paramedics, Reserve Firefighter/Paramedics, and Civilian Firefighter Paramedics.
10. **“Information Technology” (IT)** means a firefighter who maintains the computer systems within the Fire Department including but not limited to the Department’s Record Management System (RMS), Mobile Data Terminals, and GPS data.

C. The City agrees to send qualified firefighter(s) to Advanced/Paramedic school on an as-needed basis or as stipulated in their terms of employment at time of hiring.

D. The City agrees to offer to train at least the following number of firefighters for each of the following specialties:

<u>Specialty</u>	<u>Number of Firefighters</u>
Water Rescue/Recovery Team	12
Water Rescue/Recovery Team Leaders	3
Self-Contained Breathing Apparatus Technician	3
Mechanics	3
IT	2

The City shall train such additional firefighters as may be necessary, from time to time, to maintain the specialty programs listed in this paragraph, provided, however, there are firefighters available who desire to be so trained.

E. If less than the specified number of firefighters enroll to be trained for a particular specialty, then the City shall be obligated to train only those firefighters who have enrolled in a specialty program.

F. If a firefighter withdraws from certain specialty training after the training commences or fails to successfully complete such training for any other reason, the firefighter shall still be counted toward the City's obligation to train a specific number of firefighters for that specialty.

G. The City shall provide all specialty training at no cost to the firefighters who wish to secure the specialty.

H. The City shall establish specialty programs for the specialties set forth in this Article and maintain them for the life of this Agreement and any extensions of this Agreement.

I. Specialty pay shall be prorated to the date of acquiring the specialty. The following specialty pays (per year) are established:

Water Rescue/Recovery Team	\$ 950.00
Water Rescue/Recovery Team Leaders	\$1,050.00
Self-Contained Breathing Apparatus Technician	\$1,000.00
Mechanic	\$2,500.00
Information Technology	\$1,500.00

The following specialties shall be paid on a two (2)-tier schedule.

Tier 1 is awarded for certification (and maintenance of certification). Tier 2 is awarded upon completion of 50 scheduled days on an ambulance in a given calendar year (November 1 through October 31 of the following year).

<u>Specialty</u>	<u>Tier 1</u>	<u>Tier 2</u>
AEMT	\$1000.00	\$3000.00
Paramedic	\$2000.00	\$4000.00
Lead Paramedic	\$4000.00	\$6000.00

J. If a firefighter is required to attend off-duty training or certification classes in order to achieve specialty status and gives prior notice to the Fire Chief, or representative, the firefighter shall be reimbursed for each hour of necessary off-duty training at the applicable overtime rate. All specialty programs shall be operated strictly in accordance with the standard operating guidelines presently in effect. Once in effect, such standard operating guidelines shall not be changed except by mutual agreement between the Union and the City.

K. If at any time within ten (10) years of receiving such training a firefighter loses his or her paramedic certification or leaves employment of the City of Mishawaka's Fire and EMS Department, the firefighter agrees to reimburse the City for costs associated with paramedic training on a pro rata basis. After completing seven (7) years assigned to an ambulance, an individual may request in writing to the Chief to be assigned to a fire-suppression vehicle. The firefighter making the request will have first priority for the next available fire-suppression-vehicle opening. Management will accommodate requests for transfer from full-time ambulance duty prior to seven (7) years, subject to manpower restrictions.

ARTICLE XXIV

Job Posting

In the event of an opening or vacancy within the Mishawaka Fire Department, the Chief will post the opening or vacancy for bids at all fire stations. The posted openings or vacancy shall remain open for bids for a period of ten (10) days. Any firefighter wishing to bid for such opening or vacancy shall sign the job posting sheet and complete required forms.

ARTICLE XXV

Pay Days

Section 1 - Pay Period

Firefighters shall be paid bi-weekly (every other Friday).

Section 2 - Additional Pay Periods

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

(a) Uniform allowance pay will consist of four (4) equal and separate checks payable quarterly on or before the first (1st) day of the month succeeding.

(b) Payment of Specialty Pay. All specialty pay shall be paid in a lump sum as part of the last pay in November of each year.

ARTICLE XXVI

Training New Firefighters

Upon commencement of employment, a firefighter shall not be considered part of the firefighting work force until having received at least one hundred eighty-nine (189) hours of on-the-job training. Training will be performed Monday through Friday, except for firefighters to attend Recruit Fire Academy events scheduled on Saturdays.

ARTICLE XXVII

Emergency Leave

Firefighters shall have the privilege of leaving the fire station for immediate family emergencies. In such cases, the following guidelines must be followed as closely as possible;

- (a) Firefighter must notify the Officer in Charge of the emergency.
- (b) Firefighter must call Officer in Charge within the first two (2) hours and give their status as to if he/she will be returning to work in the next two (2) hours.
- (c) Once the emergency is taken care of and the firefighter's presence is no longer needed, they shall return to work.
- (d) The Officer in Charge will call in overtime if below the minimum manpower and it is determined that the firefighter on emergency leave will not be returning to work within the four (4)-hour time frame set forth above.
- (e) Any added days needed, the firefighter is required to make their own arrangements, such as, to trade days, take vacation days, or arrangements made through the Chief.

ARTICLE XXVIII
Overtime Call-In Procedure

Section 1 - Purpose of Article

- (a) For regular overtime to maintain Article XIX, Section 1, for twenty-four (24)-hour, partial, and ordered-to-work overtime.
- (b) Overtime is to be offered to firefighters in a uniform manner of rotation based on last date of accepted overtime. A master overtime list will be maintained by the Officer in Charge for twenty-four (24)-hour, partial, and ordered-to-work overtime
- (c) Overtime will be managed by an automated system agreed upon by Union and Management.
- (d) In the event of a disagreement on which automated system to use or of automated technology failure, the Officer in Charge will default to manual calling of overtime based on last accepted overtime date.

Section 2 - Call-In Procedure

- (a) All members will be defaulted as not available for overtime, except for the ordered-to-work list, where all members will be defaulted to available. Each member will be responsible to log into the automated system and mark the dates they would be available for overtime. Firefighters are not required to accept the overtime if it is offered; however, members are encouraged to only mark themselves available for dates they will accept overtime.
- (b) Overtime will be managed from three (3) lists of the members that mark themselves available each day: twenty-four (24)-hour, partial, and ordered-to-work.
- (c) If an available overtime slot is for a Lead Paramedic position, it must be designated as such during the overtime call-in procedure and filled before other overtime can be filled.

- (d) All twenty-four (24)-hour overtime slots will be filled before partial overtime slots. A partial overtime is any overtime that originates as less than twenty-four (24) hours and will be filled from the partial overtime list.
- (e) If a member is working a partial overtime slot and another partial overtime slot becomes available during that day, the member working the partial overtime will have the option to extend their partial overtime to fill the new partial overtime slot that is needed. If that members declines to work the new partial overtime slot, a new call out for partial overtime will begin.
- (f) Members will have the option to accept the twenty-four (24)-hour overtime slots as noted: 24 hours, first 12 hours, second 12 hours, decline. Overtime that originates as a twenty-four (24)-hour overtime will continue to be filled from the twenty-four (24)-hour overtime list. (i.e., if a member accepts twelve (12) hours of a twenty-four (24)-hour overtime slot, the remaining twelve (12) hours will continue to be filled from the twenty-four (24)-hour overtime list.)
- (g) Members will maintain their place on the overtime list if they turn down an offer to work overtime. When a member accepts an overtime assignment they will be placed at the bottom of the overtime list.
- (h) Each member will have the option of being contacted via phone call, text message, or email.
- (i) For overtime occurring the same day of the overtime needed automated system shall wait two (2) minutes between calls. For any prescheduled overtime the automated system will wait five (5) minutes between contacting members to allow for that member to respond before moving on to the next member on the list. After the initial contact, the overtime may be accepted until secured.
- (j) Each shift Officer in Charge will secure their own shift overtime needed for the next shift day.

(k) If a member calls in sick creating a need for an overtime slot, that slot will be filled as soon as possible by the Officer in Charge.

(l) If an overtime slot is not able to be secured from the list of members available, the automated system will send out a master overtime request to all members on the department. The first person to respond to that request will be awarded that overtime. That member will then be moved to the bottom of the list.

(m) If after the master overtime request, the overtime slot is still not secured, the Officer in Charge may "order" someone to work the vacancy. The Officer in Charge shall maintain an "ordered-to-work" record and shall rotate this duty equally among all Fire Department personnel. Ordered-to-work shall be offered by reverse seniority. Any firefighter that is ordered to work shall maintain their place on the voluntary overtime list and be moved to the bottom of the "ordered-to-work" list. Any employee that works "ordered-to-work" overtime shall only be mandated to work twelve (12) hours maximum as a result of that "order to work". Members cannot be "ordered to work" if it coincides with a vacation day, random day, or SC day.

(n) If there is a need for "Emergency Overtime" during a multi alarm incident, the Officer in Charge will send out an "Emergency Overtime" request via the automated system to all members of the Fire Department. Members can accept this "Emergency Overtime" on a first-come, first-served basis. Members who accept this "Emergency Overtime" will not be moved on the voluntary overtime list.

ARTICLE XXIX

Bill of Rights

All firefighters who are members of the bargaining unit on full-time active duty shall be entitled to the protection of what shall hereafter be termed as the "Mishawaka Firefighters Bill of Rights."

1. All firefighters shall have the right to Union representation selected from a list prepared by the Union during any interview or questioning involving a disciplinary matter.

2. When for any reason any firefighter is under investigation by the City for conduct which results in dismissal, criminal charges or suspension for more than five (5) days (40 hours) the following rules are hereby established and shall be followed to insure such investigations are conducted in a manner conducive to public confidence, good order and discipline while, at the same time, observing and protecting the individual rights of each firefighter:

(a) Advance Notice - Prior to being interviewed, a firefighter shall be:

(i) Informed in writing of the nature of the investigation; informed of other information necessary to reasonably apprise them of the nature of the allegations of the complaint, including the date, time and location of the occurrence;

(ii) If prior to or at any time during the interrogation of a firefighter, it is determined that he/she may be charged with a criminal offense or be suspected of being implicated in a criminal offense, they shall be immediately informed of their constitutional rights and the investigation shall be terminated unless the firefighter chooses to waive their constitutional rights of self-incrimination;

(iii) Afforded an opportunity and facilities to contact and consult privately with an attorney of their choosing and/or representative of the Union;

(iv) Whenever a delay in conducting the interview will not jeopardize the successful accomplishment of the investigation or when criminal culpability is not an issue, advance

notice shall be given the firefighter not less than twenty-four (24) hours before the initial interview commences or written reports are required from the firefighters.

(b) Interview Safeguards - Any interview of a firefighter shall be when the firefighter is on duty unless the seriousness of the complaint dictates otherwise.

(i) Interviews shall take place at the firehouse facility, or elsewhere if mutually agreed, unless the emergency of the situation necessitates otherwise.

(ii) The firefighter may have a Union representative and/or attorney present to witness the interview. However, the interview may not be unduly delayed awaiting an unavailable Union representative when other Union representatives are available.

(iii) An attorney or representative chosen by the firefighter must be, depending upon the seriousness of the investigation and the need for immediate action, available within a reasonable period of time and under no circumstances will any interrogation session be delayed more than twenty-four (24) hours because of the unavailability of the attorney or representative chosen by the firefighter. However, no matter how extreme an emergency exists, no interrogation shall take place until the firefighter shall be given a minimum of three (3) hours to obtain the services of a representative and/or attorney.

(iv) During the interrogation of the firefighter, the attorney or representative shall not make any statements or objections of any kind to the investigator nor will they in any way impede the interrogation but will restrict their remarks to conferring with the firefighter. The representative's failure to object to a question shall not constitute a waiver of their ability to later object to any questions asked.

(v) Interviews shall be done under circumstances free of intimidation or coercion and shall not otherwise violate the firefighter's constitutional rights. The firefighter shall not be subjected to offensive or abusive language. No promise or reward shall be made as an inducement to answer questions.

(vi) Interviews shall not be overly long. The firefighter shall be entitled to

reasonable intermissions as they shall request for personal necessities, telephone calls, rest periods, with one (1) ten (10) minute intermission every hour, if they request.

(vii) All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the subject of the investigation.

(viii) Investigations shall be concluded without delay.

(c) Charges Filed

(i) The firefighter will be furnished with a copy of the summary report of the internal investigation which will contain all material facts of the matter.

(ii) The firefighter will be furnished with the names of all witnesses and complainants who will appear against the firefighter and/or whose statements will be used against them.

(d) Resulting Disciplinary action

(i) When the investigation results in a determination of a sustained complaint, only the findings will be placed in the firefighter's personnel file, unless the firefighter requests inclusion of the complete record.

(ii) No dismissal, demotion, or other punitive measures shall be taken against the firefighter unless they are notified of the action and a reason for such action prior to the effective date of such action.

3. Personal Privileges

(a) No firefighter shall be required for purposes of assignment or other personnel action to disclose any item of their property, income, assets, source of income or personal or domestic expenditures including those of any member of their family, unless such information is obtained pursuant to proper legal process or tends to indicate a conflict of interest with respect to the performances of their official duties.

(b) No firefighter shall have their residence, private place of business, if any, private

vehicle or locker space assigned to them by the Fire Department searched unless a valid search warrant is obtained or they voluntarily agree to such search.

(c) No member of the immediate family of the firefighter shall be required to give a statement to the investigator and prior to requesting any member of the immediate family of the firefighter to give a statement, the firefighter shall be given notice of such intended request and the firefighter shall be given an opportunity to confer with that family member before that family member shall be asked to give a statement.

4. Political Activities - No firefighter shall be prohibited from engaging in political activities except when on duty.

5. Polygraph Examinations - A firefighter under investigation shall not be required to take a polygraph examination unless their accuser or accusers agree to take such a polygraph examination, and have taken such examination prior to the firefighter being asked to take such examination: provided, however, anything in this Article to the contrary notwithstanding, none of the charts, conversations, discussions, questions or results derived from such polygraph examination shall be used against such firefighter in any civil or criminal proceeding. In the event the polygraph examiner desires to question the firefighter after the polygraph test has been administered, the examiner shall first advise the firefighter of their rights in writing and if the firefighter waives in writing their rights, then any statements made by such firefighter may be used against such firefighter.

6. Drug-Free Workplace -- Firefighters shall be subject to the provisions of the City's Drug-Free Workplace Policy as such policy exists as of the date of this Agreement. However, a firefighter shall not be required to submit to any such tests in regard to any occurrence at a time when the firefighter, while off duty, was compelled to take immediate firefighting action in response to an emergency situation. The City shall agree to train firefighters on Drug-Free Workplace Policy prior

to implementation and will also train new hires as needed. The Union President will be notified at any time a firefighter is selected for a random test of any kind.

7. Maintenance of Records

(a) Complaints investigated by the Department shall be handled in the following manner by classification:

(i) Unfounded, exonerated, and non-sustained complaints shall be destroyed upon the resolution of the matter, with the firefighter who is the subject of the complaint having a right to be present during the destruction, if they so desire. Said firefighter shall be informed of the proposed destruction before it takes place.

(ii) Sustained complaints may be kept in the personnel file for a period of three (3) years at the end of which time they shall be destroyed, in the presence of the firefighter who is the subject thereof, if they so desire, provided, however, the personnel file shall nevertheless contain a summary record of discipline setting forth the appropriate dates, charges, findings and penalty imposed.

(b) A firefighter shall have the opportunity, at a reasonable time during office hours, to review their active file and any closed investigative file in which they were the accused. In the event there is any comment adverse to their interests in their personnel file, the officer shall have the right to file a written response thereto, which written response shall be attached to said adverse comments; and, additionally, they shall have the right to file a grievance in regard to any such matter which is of such gravity that it could affect their promotional opportunities, which grievance shall then be processed in accordance with grievance procedures.

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

ARTICLE XXX

Call-in Emergency Duty

Section 1 - Emergency Call-In as Defined by Officer In Charge

(a) The Officer in Charge will determine the need to call in the appropriate number of personnel for the specific emergency. The Officer in Charge or his/her designee will be in charge of securing the necessary emergency personnel. All call records will be maintained and recorded into the appropriate overtime list.

(b) The City will work towards a system that, when it is made available, the Officer in Charge will use a computer generated system to send out a mass contact of all firefighters using any or all methods of phone, mobile phone, text, or e-mail. The firefighters making contact with the Officer in Charge will be awarded the emergency overtime on a first-come, first-served basis and must report as soon as possible. Once all necessary positions have been filled another mass contact will be sent out to cancel the emergency contact process. All firefighters must provide at least one working phone contact number at all times for the purpose of emergency call-in but may also provide as many contact methods as possible voluntarily.

(c) Each firefighter making contact back will be told where the Emergency is and where to report.

ARTICLE XXXI

Specialty Teams

All specialty teams shall be operated strictly in accordance with each program's Standard Operating Guideline (SOG), in effect as of the date of this Agreement. An SOG relating to a specialty team shall not be changed except by mutual agreement between the Union and the City.

ARTICLE XXXII

Termination of Employment

Upon the termination of a firefighter's employment with the City, the firefighter shall receive all benefits under this contract, prorated to the last day of their employment. Clothing allowance will be prorated by the months worked each quarter. When a firefighter leaves employment with the City for whatever reason, accrued vacation days or leave day shall be taken as time off provided, or paid for these days. However, if the firefighter is dismissed for cause, then the firefighter shall be paid for any accrued vacation time.

ARTICLE XXXIII

Retiree Health Insurance

Each retired firefighter of the City of Mishawaka Fire Department shall be eligible for health coverage or credit according to the parameters set forth by ordinance of the City.

ARTICLE XXXIV

Duration

Section 1 - Duration

This Agreement shall be in effect January 1, 2018, following approval by the Union, resolution of the Board of Public Works and Safety and ordinance of the Common Council of the City of Mishawaka, and shall remain in force and effect to and including the 31st day of December, 2018.

Section 2 - Future Negotiations

The parties agree that commencing not later than June 1st, 2018, they will undertake negotiations for a new collective bargaining agreement.

Section 3 - Renegotiation and Amendment

Notwithstanding any provision herein to the contrary, it is understood and agreed by the parties hereto that any provision contained in this Agreement may be amended at any time by the mutual agreement of the parties hereto.

Section 4 - Relations to Rules and Regulations

This Agreement shall supersede any rules and regulations inconsistent herewith, provided, however, rules and regulations not inconsistent with this Agreement may be adopted and promulgated by the Board of Public Works and Safety of the City of Mishawaka pursuant to Indiana statute.

RESOLUTION NO. 2017-09

MISHAWAKA BOARD OF PUBLIC WORKS AND SAFETY

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF MISHAWAKA AND THE MISHAWAKA FIREFIGHTERS ASSOCIATION, LOCAL NO. 360 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO

WHEREAS, the City of Mishawaka and the Mishawaka Firefighters Association, Local No. 360 have agreed to a Collective Bargaining Agreement for the period of January 1, 2018 to December 31, 2018; and

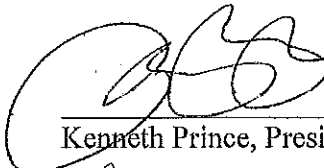
WHEREAS, such Agreement requires the approval of the Mishawaka Board of Public Works and Safety and the Mishawaka Common Council;

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

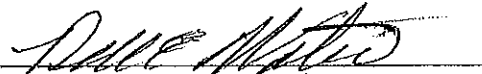
Section 1. The attached Collective Bargaining Agreement between the City of Mishawaka and the Mishawaka Firefighters, Local No. 360 is hereby approved, and

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 12th day of December, 2017.


Kenneth Prince, President


Rebecca Miller, Vice President

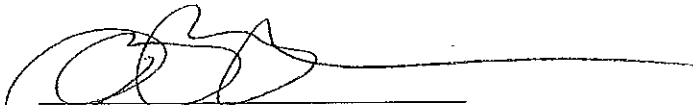

Ronald E. Watson, Member

ATTEST:

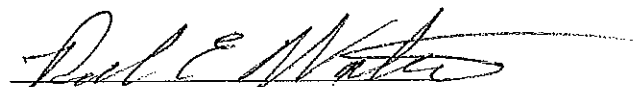

Kari Myers, Clerk of the Board

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representatives in Mishawaka, Indiana, this 12th day of December, 2017.

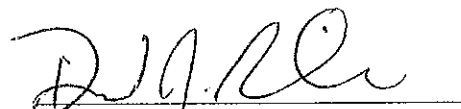
**CITY OF MISHAWAKA, INDIANA
BOARD OF PUBLIC WORKS AND SAFETY**

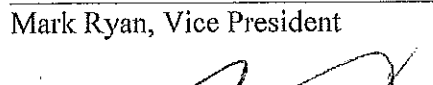

Kenneth B. Prince, President

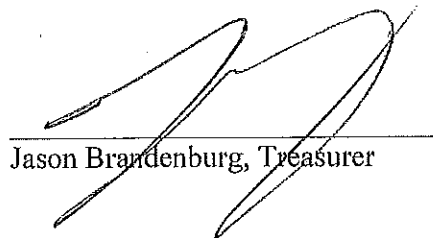

Rebecca Miller, Vice President

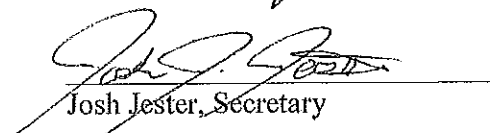

Ronald E. Watson, Member

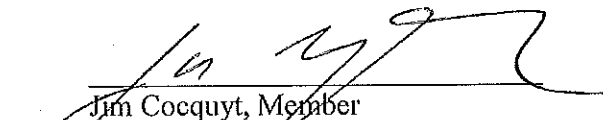
**MISHAWAKA FIREFIGHTERS ASSOCIATION LOCAL NO. 360 OF THE
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS AFL-CIO**

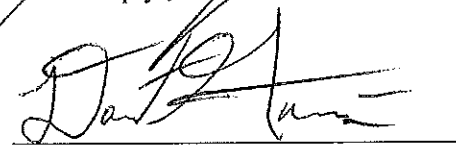

Dave Richards, President

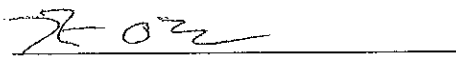

Mark Ryan, Vice President

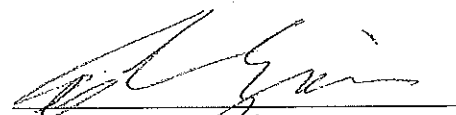

Jason Brandenburg, Treasurer


Josh Jester, Secretary


Jim Cocquyt, Member


David Garcia, Member


Patrick O'Leary, Member


Frank Zappia, Member

RECEIVED
DEBORAH S. BLOCK MMC

DEC 13 2017

CITY CLERK
MISHAWAKA, IN

DEC 13 2017

CITY CLERK
MISHAWAKA, IN

1st Reading 12-18-17
2nd Reading
Passed
Failed
Continued To

PROPOSED ORDINANCE NO. 2017-49

ORDINANCE NO. _____

**AN ORDINANCE APPROVING AN AGREEMENT BETWEEN
THE CITY OF MISHAWAKA AND THE MISHAWAKA FRATERNAL ORDER
OF POLICE, LODGE 91**

WHEREAS, the contract negotiating committees for the City of Mishawaka, Indiana and the Mishawaka Fraternal Order of Police, Lodge 91 have mutually reached an agreement on amendments to the Collective Bargaining Agreement expiring the 31st day of December 2017; and

WHEREAS, the members of the Mishawaka Fraternal Order of Police, Lodge 91 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 12th day of December, 2017, the City of Mishawaka, Indiana, acting by and through its Board of Public Works & Safety, approved the new Collective Bargaining Agreement with Mishawaka Fraternal Order of Police, Lodge 91, a copy of which is attached hereto; and

WHEREAS, Ordinance No. 5249 requires all 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 Collective Bargaining Agreement executed the 12th day of December, 2017, effective January 1, 2018, between the Board of Public Works & Safety of the City of Mishawaka, Indiana and the Mishawaka Firefighters Association Local No. 360 of the International Association of Firefighters 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 18th day of December, 2017, at _____ o'clock _____ M.

Presiding Officer

ATTEST:

Deborah S. Block, IAMC, MMC, City Clerk

PRESENTED by me to the Mayor this _____ day of December, 2017, at
_____ o'clock _____.M.

Deborah S. Block, IAMC, MMC, City Clerk

APPROVED by me this _____ day of December, 2017, at _____ o'clock
_____.M.

David A. Wood, Mayor



COLLECTIVE BARGAINING AGREEMENT

Between

CITY OF MISHAWAKA, INDIANA

And

**MISHAWAKA FRATERNAL ORDER OF POLICE,
LODGE 91**

Dated January 1, 2018 - December 31, 2020

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COLLECTIVE BARGAINING AGREEMENT

This Agreement is entered into between the City of Mishawaka, Indiana, hereinafter called "City", and the Mishawaka Fraternal Order of Police, Lodge No. 91, hereinafter called "Lodge".

WITNESSETH THAT:

The parties hereto, in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

ARTICLE I **PURPOSE AND DEFINITIONS**

Section 1 - Purpose

The parties hereto have entered into this Agreement pursuant to the authority of Ordinance Number 1666 passed by the Common Council of the City of Mishawaka on the 6th day of December, 1971, to incorporate understandings previously reached and other matters into a formal contract; to promote harmonious relations between the City and the Lodge, in the best interests of the community; to improve the public police protection; and to provide an orderly and equitable means of resolving future differences between parties.

Section 2 - Definitions

- A. "City" shall include the elected or appointed representatives of the City of Mishawaka, Indiana, including the Police Chief and Division Chiefs, but there shall be no more than three (3) Division Chiefs.
- B. "Lodge" shall include the officers or representative of the Lodge
- C. When the singular number is used, it shall include the plural.
- D. All reference to policeman or policemen or police officer (s) in this Agreement shall designate both sexes, and whenever the male gender is used, it shall be construed to include both male and female.
- E. Any reference to police officers being "called in" will mean officers will be notified by means of the current scheduling program.

ARTICLE II **COVERAGE**

This Agreement shall be applicable to all police officers of the Police Department of the City of Mishawaka except the Police Chief and Division Chiefs, unless noted otherwise.

ARTICLE III **RECOGNITION**

The City recognizes the Lodge as the sole and exclusive bargaining representative of the employees of the Police Department.

The City shall not enter into any agreements with its employees individually or collectively or with any other organization which in any way conflicts with the provisions hereof.

ARTICLE IV **RIGHTS OF MANAGEMENT**

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

ARTICLE V **LODGE ACTIVITIES**

Section 1 - General

Employees and their Lodge representatives shall have the right to join the Lodge, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection, to express or communicate any views, grievance, complaint, or opinion related to the conditions or compensation of public employment or their betterment, all free from any and all restraint, interference, coercion, discrimination, or reprisal, except as limited by the laws of the City of Mishawaka, State

of Indiana, or the United States of America.

Section 2 - Released Time

Officers and other representatives of the Lodge shall be afforded reasonable time during working hours without loss of pay to fulfill their Lodge responsibilities, including negotiations with the City, processing grievances, and administration and enforcement of this Agreement; provided, however, that such absences will not cause shift strength to fall below the minimum strength requirements for a shift as required by this Agreement.

Section 3 - Bulletin Boards

The Lodge shall retain the bulletin board rights it now has, including the right to post Lodge notices or other materials. Such boards shall be identified with the name of the Lodge and the Lodge may designate persons responsible therefore.

Section 4 - Meetings

The Lodge may schedule meetings on Police Department property, insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the Police Department.

Section 5 - Lodge Activities

The President and respective representatives of the Lodge and any members who are elected to a State or National Lodge office shall be allowed time off with pay to attend State and National conventions, seminars and meetings as long as the minimum strength requirements on their respective shifts are met. If a representative's shift is below minimum strength, then the representative shall nonetheless be allowed the time off but without pay.

Section 6 - Dues and Representation Check-Off

The City shall collect Lodge dues from Lodge members and representation fees levied by the Lodge for non-Lodge members on a monthly basis from all police officers within the bargaining unit who have executed the proper authorization for dues or representation fee check-off. The City shall deduct from the first pay check of each month the authorized Lodge dues for such month and promptly remit the same to the Secretary of the Lodge. The City shall continue to deduct monthly Lodge dues and representation fees at the rate in force on the date of the signing of this Agreement, until officially notified in writing of a change by the Lodge President, who shall be the sole authorized representative of the Lodge for the purpose of certifying the amount of such change.

Section 7 - Representation Fee

Non-members of the Lodge shall pay a representation fee for the services of the Lodge in acting as the bargaining representative. Such representation fee shall be in an amount equal to the membership dues of the Lodge less the cost of any benefits provided solely for Lodge members. Non-Lodge police officers who refuse to sign an authorization form for the deduction of such representation fee or who revoke an executed authorization form shall have a continuing enforceable obligation to pay the representation fee directly to the Lodge. The City shall have no obligation to collect such representation fee except as set forth in Section 6 of this Article and the Lodge shall indemnify the City for any costs or expenses arising out of any suit or claim brought by a non-member of the Lodge relating to this Article.

Section 8 - Use of City Equipment

The Lodge shall have the right to make reasonable use of the Police Department duplicating equipment, computing and office equipment, all in accordance with the City's procedures, provided, however, such use shall not be disruptive of department business. The Lodge agrees to pay the reasonable costs for such use.

Section 9 - Exercise Room

The City shall continue to make available to the Lodge facilities at least equal to those presently provided for use by the Lodge as weight and exercise rooms and for the Lodge's desk and file cabinets. The Lodge agrees to keep the equipment in working order and keep the area clean.

ARTICLE VI **DIVISIONS AND HOURS OF WORK**

Section 1 - Divisions

There shall be only the following divisions within the Police Department:

- A. Uniform Division
Traffic Bureau to consist of a minimum of one (1) officer. The head of the Traffic Bureau will hold the rank of Captain.
- B. Detective Division
- C. Services Division

Section 2 - Work Schedule

The regular work schedule of police officers shall be as follows:

- A. Uniform Division police officers shall work six (6) consecutive days with three (3) consecutive days off. Rotations within a shift shall not be changed without the consent of the affected police officer.
- B. The hours of the Traffic Bureau officers will be flexible to assure the orderly function of the Traffic Bureau. Accordingly, the daily working hours and weekly rotation of the Traffic Bureau officers shall be set by the mutual agreement of the Chief of Police and the Traffic Bureau Captain. No more Than Two Thousand Two (2,002) hours per year will be worked by the Traffic Bureau officers without reimbursement of overtime pay. The Traffic Bureau officers shall not be utilized in such a manner as to evade the paying of overtime to other police officers.
- C. The Detective Division and the Services Division shall work not more than 2,002 hours per year, consistent with division work schedules and the efficient operation of the Police Department. Such employees shall work an average of Thirty-Eight and One-Half (38.5) hours per week.
- D. A regular work day shall consist of Eight and One-Quarter (8.25) hours, which time shall include thirty (30) minutes for a meal subject to call. Coffee breaks shall also be allowed subject to call.
- E. During any time period when a minimum of twenty (20) officers are assigned to each of the three (3) existing shifts within the Uniform Division, the City may establish and maintain a fourth shift within the Uniform Division. No non-probationary police officer shall be assigned to the fourth shift against the officer's will, nor shall any officer be transferred from one of the three (3) existing shifts to the fourth shift if the transfer will cause any of the three (3) existing shifts to fall below twenty (20) assigned officers. Following the establishment of the fourth shift, officers shall be entitled to request assignment to said shift as part of the next regular Seniority Pick of Shift process established by this Agreement.

Section 3 - Trading Days

- A. Subject to the approval of the officer in charge of the shift or any captain in the absence of all of the officers in that shift, police officers shall be permitted to voluntarily trade work or leave days provided however no police officer may work more than sixteen (16) hours in a twenty-four (24) hour period and no police officer may work more than two (2) sixteen (16) hour shifts consecutively, i.e., two (2) days

of double shifts worked back-to-back. No police officer shall be permitted to trade for more than 60 (sixty) days in any one (1) calendar year but this limitation shall not apply if trading is for the purpose of participating in athletic events or FOP activities. It must be agreed that:

1. The trade is voluntary;
 2. The trade is for the employee's personal benefit and not the City's benefit;
 3. The time exchange slip will record the trade between the two (2) undersigned employees and will be signed by BOTH employees; and
 4. The time trades will have no effect on the hours of work regarding computation of overtime.
- B. To accomplish such a change, the requesting officer shall prepare a work exchange slip in duplicate, and the requesting officer will secure the other officer's signature or initials on the work exchange slip. The slip shall then be signed by the person in charge of the shift. One (1) copy of the slip will remain with the officer in charge of the shift, and one copy will be attached to the work schedule at the desk area.
- C. Police officers may work any of their off days, i.e. days off, vacation, random days, etc., with no restriction except that they may not work double shifts back-to-back.
- D. The City shall not be involved or responsible in any way to assure that a police officer is reimbursed time owed him/her as a result of trading days.

Section 4 - Working Hours

- A. The Uniform Division shall have three (3) shifts: day shift, afternoon, and midnight shift. The hours of each shift shall be as follows:

Day Shift	6:30 a.m. to 2:45 p.m.
Afternoon Shift	2:30 p.m. to 10:45 p.m.
Midnight Shift	10:30 p.m. to 6:45 a.m.

- B. The hours of the Detective Division and the Services Division shall be set by the City but the work shift shall be Eight and One-Quarter (8.25) consecutive hours.

ARTICLE VII
EXTRA DUTY AND EXTRA DUTY PAY

Section 1 - Call-In Authorization

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

- A. Mayor
- B. Chief of Police;
- C. Division Chief of Police;
- D. In the absence of the Chief of Police or the Division Chief, then the Officer in Charge of the Shift.

Section 2 - Extra Duty Pay

- A. Any police officer who works in excess of his/her regularly assigned work week or work day schedule shall receive extra duty pay in addition to any other benefits to which the officer may be entitled. Except as otherwise established by this Agreement, such extra duty pay shall be paid at the rate of time and one-half of the police officer's prevailing hourly rate, provided, however, that all extra duty worked on holidays and Sundays shall be paid at twice the police officer's prevailing hourly rate. A police officer's prevailing hourly rate shall be determined by dividing the annual salary by Two Thousand Two (2,002).
- B. Extra duty shall be assigned to police officers as uniformly as possible. In no case shall the City be required to call the officer whose absence created the need for overtime, no matter where the officer's name is on the extra duty roster. The officer's name shall remain in the same order on the list.
- C. The City shall post two (2) extra duty rosters. One extra duty roster, which shall be known as the Uniform Division extra duty roster, shall list the names of all officers assigned to the Uniform Division, except the Traffic Bureau officers, DARE officers, and Community Relations officers, in order of seniority. The other extra duty roster, which shall be known as the Combined extra duty roster, shall list the names of all officers assigned to the Detective Division, as well as all officers assigned to the Services Division, the Traffic Bureau officers, DARE officers, and Community Relations officers, in order of seniority. These rosters shall be posted on January 1st of each calendar year and shall terminate on December 31st of that year. During the

year, the number of extra duty hours worked by each officer shall be recorded after the police officer's name on each roster. Work "normally performed by Uniform officers" shall refer to events where officers are working on a public road to control traffic, including, but not limited to, parades, running races, and Independence Day holiday park festivities. The Traffic Bureau will be represented at events that have been planned through the Traffic office. Events that DO NOT require officers to be working on a public road to control traffic will be offered to the Combined list of officers. These events include, but are not limited to, concerts and security details in City parks.

(1) Assigned Extra Duty

Whenever the City is aware more than six (6) days in advance on the following holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve, that a police officer will be needed for extra duty, the extra duty shall be assigned as follows:

The City shall post a notice stating the number of officers needed, whether the work is that normally performed by Uniform officers, the event, the date, and the hours to be worked. Each day to be worked as extra duty shall be posted separately. The extra duty sheet will be posted for not less than four (4) days. A police officer desiring the extra duty shall sign the sheet and/or request it via the scheduling program. The City shall award the extra duty to the most senior officer with the least amount of extra duty hours worked. If the extra duty is that which is normally performed by Uniform Division officers, then only officers whose names appear on the Uniform Division extra duty roster will be awarded the extra duty, with said hours not being posted until the start of said shift. Officers whose names appear on the Combined extra duty roster will be awarded the extra duty, with said hours not being posted until the start of said shift, only if no officer whose name appears on the Uniform Division extra duty roster requests the overtime. In the event that no officer from either extra duty roster signs the extra duty, or the duty spots have not all been signed, the Chiefs may sign and be awarded the extra duty. They will be awarded the duty based upon seniority and hours. Nothing contained in this section shall be interpreted as entitling officers assigned to the Services Division, Traffic Bureau officers, DARE officers, and/or Community Relations officers to the receipt of an extra duty assignment which is of a nature normally performed by officers assigned to the Detective Division.

The police officer assigned the extra duty shall be notified as soon as possible. Management shall post the assignment notification sheets in several locations around the Mishawaka Police Station and notify the officer by either a text, an email message, or a telephone call. The locations for posting are as follows: Squad Room,

Detective Bureau and front desk. In addition, copies shall be distributed to the Chief's Office, Uniform Division Chief's Office, and to the Lodge President. The Lodge President shall also be furnished copies of the signup sheets and/or the scheduling program report containing the officers' signatures,

Officers signing for the overtime shall be responsible to verify whether they have received the overtime assignment. If the officer is off duty for any reason, he/she may verify his/her overtime by telephoning the Chief's Office, the Uniform Division Chief, or by checking the officer's text messages, emails, or telephone (mobile or land line).

Emergency extra duty and call-in duty worked after the overtime has been assigned shall not affect the assignment.

(2) A probationary officer shall be eligible to work extra duty once the officer counts toward the minimum shift strength established by this Agreement.

(3) Emergency Extra Duty

Whenever the City is aware less than six (6) days in advance that a police officer will be needed for extra duty, except where the need for extra duty on a particular shift on a particular day arises after the commencement of the shift, the extra duty shall be assigned in the following manner:

The City shall first refer to the police officers working the shift immediately preceding the shift within each division on which the extra duty officer is needed. The City shall offer that extra duty to the police officer on that shift with the most seniority and the least number of extra duty hours worked not exercising vacation. In the event of a refusal of emergency extra duty time, the police officer shall not be charged on the extra duty roster for refusal and the City shall offer the extra duty time to the next police officer on the preceding shift with the most seniority and the least number of extra duty hours worked who is not exercising vacation, until a police officer accepts the extra duty assignment. In the event no police officer from the preceding shift who is not exercising vacation accepts the extra duty assignment, the City shall then refer to the appropriate extra duty roster.

In the event the emergency extra duty assignment is of a type normally performed by Uniform Division officers, the City shall refer to the Uniform Division extra duty roster and offer the extra duty to the police officer who has the most seniority with the least number of extra duty hours worked not exercising vacation. In the event of a refusal, the City shall continue down the Uniform Division extra duty roster

offering the extra duty time to the police officer with the most seniority and the least number of extra duty hours worked or refused not exercising vacation until a police officer accepts the extra duty assignment. If all officers whose names appear on the Uniform Division extra duty roster refuse the extra duty assignment, the City shall then refer to the Combined extra duty roster and offer the extra duty assignment to the most senior officer on that roster with the least number of extra duty hours worked who is not exercising vacation until an officer accepts the extra duty assignment. Should all officers not exercising vacation be called and no officer has accepted the extra duty assignment, the City shall refer back to the Uniform Division extra duty roster and call officers exercising vacation, followed by the Combined extra duty roster. Once an officer has been ordered to stay for the Emergency OT, the Chiefs may be given the opportunity to work the OT. They will be awarded the OT by seniority and hours worked.

When a regularly scheduled shift within the Uniform Division would otherwise commence without a sufficient number of officers on duty to meet the minimum shift strength established by this Agreement, despite the City's good faith efforts to fill the extra duty assignment by offering the same to officers using the appropriate overtime procedures, the following shall apply: A mandatory overtime slot will be created. The mandatory slot will be offered to officers working the preceding shift, unless on vacation. The mandatory slot will be offered based on seniority and number of overtime hours worked. If an officer accepts the overtime slot, the hours worked will be added to that officer's extra duty hours worked bank. If no officer from the preceding shift accepts the overtime slot, the least senior officer without regard to hours worked will be ordered to stay, and no hours will be added to that officer's extra duty hours worked bank. Any officer working a mandatory overtime slot may attempt a split shift in any combination of whole hours using split shift procedures. If an officer accepts a split shift mandatory overtime slot, the hours worked will be added to the extra duty hours worked bank. The officer who accepted the mandatory split shift will be paid at the mandatory overtime rate. If all the above steps have been followed, and an officer is compelled to work the mandatory overtime slot, the slot may be offered to the chiefs, provided the compelled officer would prefer to decline the slot.

Any officer ordered to stay past his/her shift will only be required to do so once during the officer's six-day rotation. If overtime is needed within the same rotation, and no officer accepts it, the next officer with the least amount of seniority (regardless of hours) will be ordered to stay, and so on.

With respect to emergency extra duty in the Detective Division, the Chief of Police or the Detective Division Chief shall have the right to award extra duty to officers

within that Division as they deem necessary. Officers awarded extra duty within the Detective Division shall be paid twice the officer's prevailing hourly rate for each hour worked. A diligent effort shall be made to award extra duty to officers that have been assigned a particular case and the overtime will be directly related to such case. All extra duty hours shall be logged on the Combined extra duty roster.

In the event that a detective is needed for general investigation (emergency call in), the officer doing the call in will refer to the Combined extra duty roster (detective's) and follow the procedure set forth in ARTICLE VII for the uniform division. The FOP will concede that it would be impossible at times for the officer in charge to know who is working a particular case.

When the need for extra duty on a particular shift arises after the commencement of the shift due to an officer scheduled to leave on compensatory time, the following shall apply: A mass text or message will be sent via scheduling program notifying all officers, except those on vacation, of the overtime assignment. The assignment will be awarded to the most senior officer with the least amount of extra duty hours worked. Uniform officers and officers on the succeeding shift will be given preference. If no officer accepts the overtime assignment at this stage, then vacation officers will be offered the overtime with uniform officers on vacation being given first preference, followed Combined extra duty officers on vacation. If no vacation officer accepts the overtime, then a second mass text or message will be sent notifying officers that a mandatory overtime slot has been created. The above awarding procedures shall be followed, using most senior officer with least amount of extra duty hours worked, giving preference to uniform officers and succeeding shift. The officer awarded the slot shall be paid at twice the officer's prevailing rate of pay, and the hours worked, excluding shift continuation, will be posted. If no officer accepts the overtime slot at this stage, the officer scheduled to leave on compensatory time will be ordered to stay and shall be paid at twice the officer's prevailing rate of pay. The officer ordered to stay may elect to have the chiefs offered the overtime slot.

When the need for extra duty on a particular shift arises after the commencement of the shift due to an officer injury, illness, or family emergency, the above procedures shall apply. If no officer accepts the assignment after the above procedures have been followed, then the following shall apply: The City will contact the least senior officer on the uniform extra duty roster, without regard to hours worked, and order that officer in for duty. The City shall continue up the seniority list, from least to most senior, until an officer is contacted and ordered in for duty. The hours worked by the officer ordered for duty will not be added to the officer's extra duty worked bank.

(4) Split Shift – When an officer accepts an overtime assignment on a shift, the officer may attempt a split shift. The split shall be determined by the accepting officer in whole-hour increments (7/1, 6/2, 5/3, 4/4, 3/5, 2/6, or 1/7). If an officer wishes to attempt a split shift, he/she will notify a supervisor or the officer in charge of the shift. The supervisor will send the notification of the available split shift to all officers except those on vacation. Responding officers from the succeeding shift will be given preference. Each officer involved in the split shift will have the overtime hours worked added to their extra duty hours worked bank. If an officer accepts an assignment, and no other officer accepts the split shift, the accepting officer is required to work the full overtime shift.

- D. Officers not wishing to work call-in overtime may sign a waiver to this effect. This waiver may be revoked in writing at any time upon twenty-four (24) hours written notice.
- E. The City will post those officers assigned to traffic technician, evidence technician, crime scene diagram, SWAT, motorcycle operator, Canine Unit, and DRE. The posting shall be kept current showing the number of extra duty hours worked by each police officer within their respective specialty or specialties. Any officer accepting an emergency extra duty assignment within a specialty area shall receive hour-for-hour extra duty pay at twice the officer's prevailing hourly rate of pay.

Any police officer having completed Vehicle Crash II, (ILEA Standard) may be placed on the Traffic Specialty list. On seniority / least numbers of hours worked within that specialty, two (2) officers may be called in on an overtime basis to assist the Traffic Captain or designee at fatal and serious injury accidents unless the accident is determined to fit FACT criteria.

If a trained specialty officer is needed in a specialty other than traffic, the City may call in a police officer for extra duty from the posted specialty list having the most senior officer on the list with the least amount of overtime worked within their specialty being called in first. If the police officer with the most seniority and the least amount of overtime hours worked within their specialty cannot be reached after a diligent effort to contact has been made, then such officer may be bypassed.

- F. Notwithstanding any contrary provision contained in this Agreement, no officer shall be entitled to work more than sixteen (16) consecutive hours, whether as the result of the acceptance of an extra duty assignment or otherwise, unless the time to be worked in excess of sixteen (16) hours is the result of the continuation of the officer's second

eight (8) hour shift.

- G. All extra duty hours worked by an officer, except those hours worked as part of the continuation of a regularly scheduled shift or where an officer is ordered to accept the extra duty assignment in accordance with this Agreement shall be logged on the appropriate extra duty roster. The extra duty hours shall be logged on the appropriate extra duty roster regardless of whether an officer chooses to receive monetary payment or compensatory time as compensation for the extra duty hours worked.
- H. If an officer accepts an overtime assignment beginning before, and ending after, 2:00 a.m. on the date that daylight savings time ends, the officer shall be allowed to work 17 straight hours. Any additional hours over 17 may only be worked as a result of shift continuation.
- I. When there is a need for emergency extra duty not related to minimum shift strength requirements and not related to a specialty, the following shall apply: The City shall have the right to offer the extra duty to officers from the preceding shift or succeeding shift when necessary. The City shall not be required to continue through the entire departmental roster when the City deems it unnecessary. All overtime offered will be consistent with the provisions of this collective bargaining agreement.

Section 3 - Holiday Schedule

- A. For the purposes of this Agreement, the holidays shall be as follows:
 - 1. New Year's Day
 - 2. Martin Luther King Day
 - 3. Good Friday
 - 4. Easter Sunday
 - 5. Memorial Day
 - 6. Independence Day
 - 7. Labor Day
 - 8. Thanksgiving Day
 - 9. Friday after Thanksgiving
 - 10. Christmas Eve
 - 11. Christmas Day
 - 12. New Year's Eve
- B. Any police officer who works a regularly scheduled shift on one of the following seven (7) holidays – New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve – shall be paid at the rate of time and one-half of the police officer's prevailing hourly

rate of pay.

- C. Any police officer who is ordered (mandatory) to work Emergency Extra Duty on one of the following seven (7) holidays – New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve – shall be paid at the rate of two and one-half (2.5) times the police officer's prevailing hourly rate of pay.

Section 4 - Court Time Pay

A Police Officer shall receive a witness fee for appearing during off-duty hours in accordance with the following provisions:

- A. When an officer appears as a necessary witness at the Mishawaka Division of the St. Joseph Superior or Circuit Court, the Mishawaka Board of Public Works and Safety, except when the Police Officer himself/herself is the subject of the disciplinary proceeding before the Board, or at the St. Joseph County Prosecutor's Office or St. Joseph County Clerk's Office for the purpose of signing affidavits, except that affidavits will be signed on duty at the Mishawaka Police Station whenever possible, the officer shall receive the sum of One Hundred Seventy-Five and 00/100 Dollars (175.00) per appearance. In addition, the officer shall receive hour-for-hour pay at one and one-half (1.5) times the officer's prevailing hourly rate of pay for time spent at court in excess of three (3) hours, adding one (1) hour for any additional fraction thereof in excess of thirty (30) minutes.
- B. When an officer appears as a necessary witness at any other court, administrative hearing or arbitration hearing located in St. Joseph County, Indiana, or elsewhere, except as provided in Paragraph A above, the officer shall receive the sum of Two Hundred and 00/100 Dollars (\$200.00) per appearance, less any compensation received for time and travel from any other sources within the City. In addition, the officer shall receive hour-for-hour pay at one and one-half (1.5) times the officer's prevailing hourly rate of pay for time spent at court in excess of four (4) hours, adding one (1) hour for any additional fraction thereof in excess of thirty (30) minutes.
- C. No witness fees shall be paid for civil court trial appearances unless the subject of the litigation involves matters investigated or witnessed by the police officer in the line of duty.
- D. In the event a police officer is subpoenaed by the City to testify in any court, administrative or arbitration proceeding or hearing outside St. Joseph County, then in addition to the witness fee established herein, the police officer shall also receive

reimbursement for all reasonable and necessary expenses incurred, including, without limitation, gasoline, mileage, meals and room expense. Reimbursement will only occur pursuant to compliance with the adopted City travel policy.

- E. Police officers employed in part-time employment by the terms of which compensation is received for performing police-type duties shall not be entitled to compensation under this Article if such officers are involved in any incident or situation which is a direct result of such part-time private employment.
- F. Any police officer who retires or leaves the Department and is required to testify on behalf of the City in any court trial, arbitration hearing or administrative proceeding shall be paid by the City as specified in this Article.
- G. In all proceedings before the Board of Public Works and Safety, subpoenas for a police officer will be reviewed by the Clerk of the Board who will report any abuse of the subpoena power to the Board of Public Works and Safety. In such case, the Board shall have the right to regulate the time and date that witnesses will be required to appear in such a manner that will not impede the presentation of the respondent's case and will not result in the payment of excessive and needless witness fees to police officers subpoenaed as witnesses.
- H. When an officer appears at a proceeding described in this Section while on duty and the officer's participation in the proceeding continues past the end of the officer's regularly scheduled work day, the officer shall not receive the witness fee set out above. Rather, the officer shall receive only hour-for-hour extra duty pay under the terms set out in Article VII, Section 2 of this Agreement.
- I. When an officer receives a subpoena to appear on a single day at two (2) or more separate proceedings and at two or more different locations, the officer shall be entitled to receive a corresponding number of separate witness fees. However, if all the multiple proceedings are scheduled to commence before 12:00 P.M. (i.e. in the morning) within the same building or if all the multiple proceedings are scheduled to commence after 12:00 P.M. (i.e. in the afternoon) within the same building, then the officer shall only receive one (1) witness fee.
- J. When an officer's appearance is continued over from a morning session to an afternoon session on a single day, the officer shall be entitled to only one (1) witness fee.
- K. In the event that any shift of the Uniform Division would fall below Minimum shift

strength due to an officer being in court, emergency extra duty will be called in as follows:

If court falls in the first four (4) hours (06:30 – prior to 10:30) (14:30 – prior to 18:30) (22:30 – prior to 02:30) of the shift, the City shall refer to the police officers working the shift immediately preceding to fill the Minimum shift strength.

If court starts in the second four hours of the shift, (10:30 – 14:30) (18:30 – 22:30) (02:30 – 06:30) the City shall refer to the police officers working shift succeeding to fill the Minimum shift strength.

In the event that no police officer accepts the overtime the City shall refer to Article VII, Section 2.

The above agreement pertains only to times when emergency overtime is needed due to officers being in court. It does not change any other provisions in this Agreement.

- L. An officer may not take off a portion of a shift in order to receive court time pay for a witness appearance during that time off.

Section 5 - Shooting Time Pay

- A. In the event a police officer is required to shoot while off duty, the officer shall receive two (2) hours of extra duty pay unless the department required the officer to spend more than two (2) hours at the range and if so the police officer shall receive minute for minute pay.
- B. The top three (3) shooting officers each year, as determined by score on annual shooting qualification tests, will each receive an additional day off, called a shooting day. Use of the shooting day may not bring staffing below minimum shift strength and must be approved in advance by the Chief of Police.

Section 6 - Renegotiation of Wages

It is understood and agreed by the parties hereto that any wage provisions contained in this Agreement may be modified at any time by renegotiations with the members of the Common Council of the City of Mishawaka, Indiana. Both parties must agree to such renegotiation, and the refusal of one party to reopen negotiations shall not be considered a breach of this Agreement or a breach of any other duty or obligation of said party.

Section 7 - Pay Days

- A. Police officers shall be paid bi-weekly, every other Friday. An annual bi-weekly schedule of paydays shall be posted annually before each first payday.
- B. All other pay shall be disbursed by the City as follows:
 - 1. Clothing allowance checks will consist of two (2) equal checks paid on April 1st and October 1st of each year.
 - 2. Witness fees will be paid at the same time and in the same manner as is extra duty pay.
 - 3. Extra duty pay shall be paid with the next regular pay check following the period during which such extra duty pay was earned.
 - 4. All checks paid will have the proper deductions for such items as taxes, insurance, pension, United Way, savings bonds and credit union.
- C. If an error is made in a police officer's pay, it shall be corrected no later than the next paycheck. If the amount in error is a substantial amount or is not corrected in the next paycheck, a special check shall be issued to immediately correct the error.

Section 8 - Jury Duty

Any police officer who is required to report for and/or perform jury duty shall receive time off the officer's regular scheduled work day (s) with full pay, less any compensation received from any other source other than the City.

Section 9 - Overtime Pay or Overtime Compensation

Any police officer who is entitled to overtime pay as previously stated within this Agreement shall have the option of taking the overtime in the form of cash or in the form of compensatory time. The compensatory time shall be given at a rate that is equal to the officer's rate of overtime. Compensatory time may be substituted instead of overtime for all extra hours worked with the exception of State and Federal grants.

Section 10 - Sub-Sergeant Officer in Charge of Shift

When an officer holding a rank below Sergeant is placed in charge of a shift, that officer will be paid an additional \$25.00 for that shift. If the officer is in charge less than 2 hours, their time will be pro-rated minute for minute. If an officer is in charge for 2 hours or more, they will be paid twenty-five dollars (\$25.00).

ARTICLE VIII
VACATIONS

Section 1 - Eligibility and Amount

A. Vacation time shall inure to the benefit of police officers based upon years of service as follows:

1. Police officers having completed one (1) year of service, but less than two (2) years, shall receive one (1) week of vacation and 1 (one) random day.
2. Police officers having completed two (2) years of service, but less than three (3) years, shall receive two (2) weeks of vacation and two (2) random days.
3. Police officers having completed three (3) years of service, but less than five (5) years, shall receive two (2) weeks of vacation and three (3) random days.
4. Police officers having completed five (5) years of service, but less than ten (10) years, shall receive three (3) weeks of vacation and three (3) random days.
5. Police officers having completed ten (10) years of service, but less than fifteen (15) years, shall receive four (4) weeks of vacation and four (4) random days.
6. Police officers having completed fifteen (15) years of service, but less than twenty (20) years, shall receive five (5) weeks of vacation and five (5) random days.
7. Police officers having completed twenty (20) years of service, but less than twenty-five (25) years, shall receive six (6) weeks of vacation and six (6) random days.
8. Police officers having completed more than twenty-five (25) years of service shall receive six (6) weeks of vacation and seven (7) random days.
9. If the first Sunday following the vacation is a scheduled work day, then, the police officer shall have that Sunday off work as an additional day of vacation.

B. Vacation shall be selected in each division by seniority per shift. Vacation schedules shall allow one officer per shift per division to start vacation on each Sunday of the year, thus causing an overlapping effect. The right to such overlapping vacation has been agreed to by the City and the Lodge.

- C. In the event a police officer, while off duty as a result of vacation or random days taken in conjunction with the vacation is ordered back to work by the City, accepts an emergency extra duty assignment, or is subpoenaed to appear in Court regarding a matter related to his/her employment as a police officer, the City shall pay the officer two (2) times the officer's prevailing hourly rate of pay for the hours worked or the witness fee established by this Agreement, whichever is applicable, and shall also return the earned vacation day to the officer, provided the officer works at least four (4) hours when called in. The City must grant all requests by an officer to exercise an earned vacation day returned in accordance with this provision if at the time of the request the affected shift is at or above the minimum shift strength established by this Agreement. Furthermore, the City must grant at least two (2) earned vacation day requests on each shift each day, even if the affected shift is already below minimum shift strength, except that if the affected shift is already one (1) below minimum shift strength as a result of an officer exercising a random day, the City must grant only one (1) earned vacation day request. The officer must make an attempt through the Chief's Office to secure an excuse from the subpoena.

Section 2 - Compensation Time Owed

A. Officers shall be able to request compensation time owed from any supervisor within their division and the compensation time owed shall be awarded on a first requested, first received basis. Compensation time owed requests shall be stamped on a time clock. The City must grant all compensation time owed requests, provided that the City may only grant such requests when the affected shift is above minimum shift strength. At no time may the City grant a compensation time owed request if the resulting shift strength would drop below the minimum as set by this agreement.

Section 3 - Random Days

- A. Officers shall be able to request a random day from any supervisor within their division and the random day shall be awarded on a first requested, first received basis. The random day selected shall be within one (1) year from the date of the request. Random day requests shall be stamped on a time clock. The City must grant all such requests if, at the time of the request, the affected shift is at or above the minimum shift strength established by this agreement. Furthermore, the City must grant at least one (1) random day request on each shift each day, even if the affected shift is already below minimum shift strength, except when the affected shift has fallen below minimum shift strength as a result of an officer's absence due to a vacation day.
- B. Random days may be accumulated from year to year. Police officers will make an effort to take all of their random days in the year that they are due; provided,

however, that a police officer may not carryover more than eighteen (18) days under this Section.

- C. Random days shall be allotted as of January 1st.

Section 4 – Earned Vacation Days

- A. Earned vacation days may be accumulated from year to year. A police officer may not carry over more than six (6) earned vacation days under this section
- B. All earned vacation days accumulated prior to January 1, 2009 will be in a separate bank and available to be used by the police officer as established by this agreement. No additional days may be added to this bank. Any earned vacation days that are available in this bank must be used before any other earned vacation days are used.

Section 5 - Vacation Selection

- A. Vacations may be picked for two (2) week slots in the first round, or if officers choose to split their two (2) week pick they can pick one a (1) week vacation slot on the first round. If an officer chooses to make his/her first selection in a one-week increment, the officer's second week of vacation must be chosen in the second round. All further selections will be for one-week blocks, except as provided in subsection B. The police officer shall sign a vacation schedule and note the date and time signed. The police officer next in seniority on the shift will have not less than three (3) days to pick vacation selection. If such police officer fails to pick within the three (3) days the next police officer in seniority can pick and so on down the list. The police officer that is passed over for failure to pick his/her vacation can sign any time but must pick the vacation from the weeks that are open at the time he/she signs.
- B. Any officer entitled to one (1) week of vacation may choose to take his/her selection as one (1) weeklong vacation or as six (6) random days. Any officer entitled to two (2) weeks of vacation may choose two (2) weeks vacation, or twelve (12) random days, or one (1) week vacation and six (6) random days. Any officer entitled to three (3) weeks of vacation may choose three (3) weeks vacation, or eighteen (18) random days, or one (1) week of vacation and twelve (12) random days, or two (2) weeks of vacation and six (6) random days. Officers entitled to four (4), five (5), or six (6) weeks of vacation may also take up to four (4) weeks (24 days) as random days. No officer may take more than four (4) weeks of vacation as random days (24 random days).

Section 6 - Computation of Years of Service

Vacation time is computed on the basis of a police officer's years of service. If a police officer completes a sufficient number of years of service so as to entitle the officer to additional vacation time as hereinabove provided, the officer shall receive such additional

vacation time during the calendar year that the officer completes such year of service.

ARTICLE IX

SENIORITY, LAYOFF AND RECALL

Section 1 - Definition of Terms

- A. Seniority shall be determined by the date of the police officer's appointment by the Board of Public Works and Safety. If more than one police officer has the same date of appointment, then, seniority shall be determined alphabetically.
- B. A "layoff" is hereby defined to be a necessary reduction of the work force of the Mishawaka Police Department. Layoffs shall be made in the reverse order of seniority; that is, the police officer with the least seniority shall be laid off first, and the police officer with the most seniority shall be laid off last.
- C. A "recall" shall be an increase in the work force of the Police Department following a layoff. Recall shall be by seniority with the police officer with the most seniority being the first officer to be recalled and the police officer with the least seniority being the last officer to be recalled.
- D. All civilian personnel shall be laid off before any police officer is laid off.

Section 2 - Seniority Pick of Shift

- A. Shift preference shall be granted to all police officers and shall be determined on the basis of Departmental Seniority.
 - 1. The City will provide a Shift Preference Slip to every police officer on or before September 1st each year.
 - a. It will be the police officer's responsibility to obtain his/her own Shift Preference Slip in cases where the police officer will be gone during the September 1st to 15th dates due to vacation, random days or trading days.
 - b. In case of illness, schools, and departmental business, the Chief will provide the police officer the Shift Preference Slip early or see that the police officer gets a slip and has the opportunity to fill it out.
 - 2. The police officer shall fill out the Shift Preference Slip and return it to the Lodge Wage & Grievance Committee officer on or before September 15th, listing first, second and third choices of shifts. If the police officer fails to

return the Shift Preference Slip on or before September 15th, the officer may be assigned to any shift that the Chief determines to be in the best interests of the Department.

3. On or before September 25th, the Chief and the Wage & Grievance Committee will review the slips and assign police officers on a seniority basis to each shift, as requested by the police officer. They will make a diligent effort to keep the changed police officer's rotation or work schedule as close as possible to his/her former rotation or schedule.
 4. If an officer is promoted to a rank on a specific shift and voluntarily leaves that shift, the officer's rank on the new shift will be First Class Patrol Officer.
 5. The new list will take effect the first full schedule in January.
- C. The Chief of Police will post the new list of Shift Personnel on or before October 1st, along with the work week rotation or work schedule after the new list is posted. The vacation list will be posted only after the new list and rotations are posted.
- D. No extra duty pay will be paid as a result of the Shift Change due to the September Shift Preference by Seniority Pick.
- E. A police officer can only request a Shift Preference change within his/her own division, e.g. Uniform, Detective Division, Services, etc.
- F. After the Seniority Pick of Shift process is completed and in effect, the Chief has the right to change a police officer's shift only for the betterment of the Department.
1. If there is such a change, an officer shall have the right to use the Grievance Procedure proceeding directly to the Board of Public Works and Safety.
 2. If there is such a change, the Chief will post any vacancy or opening which shall be filled as provided in Section I herein below.
 3. In the event no one applies for such a vacancy or opening, the Chief has the right to fill such vacancy or opening with the least senior officer that counts toward shift strength.
 4. Any police officer involved in such a change shall have at least sixteen (16) hours off between his/her old shift and new shift.

5. In the event of a change under this Section, any police officer required to work more than his/her regular work week shall receive extra duty pay as provided in this Collective Bargaining Agreement.

G. Police officers will have a commitment of one (1) year on the shift after the September Seniority Pick of Shift process is completed, unless an opening or vacancy is posted in that year.

1. A committee shall be established for the purpose of ruling on any request by a police officer for a shift change for a valid reason during the year. Such committee shall be comprised of the President and Vice President of the Lodge, the Chief of Police, the appropriate Division Chief, and a fifth person from the bargaining unit, whose name shall be drawn by lot. This committee shall determine whether the request for the shift change is to be granted. In the event such request is granted, the opening shall be posted for a period of five (5) days. The most senior police officer of equal rank bidding on the opening shall have the right to make the change. If no police officer of equal rank bids for the opening, then the police officer requesting the change shall bear the responsibility to secure another police officer to change with him/her on the desired shift. The officers involved shall take one another's rotation with no extra duty time pay to either police officer.

If such a change in shift does take place, the requesting police officer will in a period of each fifteen (15) days resubmit a request setting forth reasons to continue the change. This then will be reviewed by the committee to see if the change request is still valid. If the committee finds the change request still to be valid, the change will remain in effect for fifteen (15) more days pending a new request from the requesting officer.

At such time as the request is denied, the requesting officer and changed officer from the requesting shift will be returned to their regular assigned shifts.

2. Should any police officer request a change in Divisions after the September pick, the officer will have to replace the lowest seniority Second Class Patrol Officer in the requested Division.
3. In the event of an opening or vacancy in the Detective Division, Services Division or Traffic Bureau, such opening or vacancy shall be filled by the appointment of the Chief of Police.

4. If a police officer is required to change Divisions, the Seniority Pick process shall be instituted, meaning that if a police officer is taken out of the Detective Division or Services Division, such officer shall be able to transfer to a shift of his/her request in the Uniform Division, if the police officer has the Departmental Seniority to do so. The bumped police officer will have the same right to bump. Bumping rights shall take effect immediately.

H. In case of a non-rank opening or vacancy on a shift after the September Seniority Pick, the Chief will post the vacancy or opening for bids.

1. In the event the vacancy or opening is one with rank (Captain, Lieutenant, Sergeant), the Chief has the right to promote, transfer, or demote from any shift or Division to replace the open rank. When said position has been filled, the Chief will then post the resulting vacancy or opening for bids.
2. The Chief reserves the right to have a Probationary Officer work on any shift or any Division for the first year on the Department without changing any regular police officers on that shift.
3. The Probationary Officer's regular work week rotation will be kept as close as possible to what it was before any change; extra duty pay will be paid if the officer is required to work over his/her regular work week.
4. Immediately upon a Probationary Officer's completion of the officer's first year with the Department, the officer's slot will be posted for bid and shall be filled as set forth in Section I below.

I. Posting opening for bids.

1. The Chief will post on the bulletin board any Second Class Patrol Officer vacancy or opening on a shift during the year.
2. A posted opening or vacancy will be left up for bids ten (10) days.
3. A police officer bidding on a vacancy or opening shall sign the posted list and indicate his/her seniority date.
4. Department seniority shall determine the police officer who gets the vacancy or opening.

5. The same process will go into effect to replace the police officer who got the bid.
6. In the event no one bids on a vacancy or opening, the Chief shall have the right to fill the opening or vacancy with the lowest in seniority police officer or to fill the opening or vacancy with a probationary officer.
7. All posted vacancies shall be filled within thirty (30) days after posting is completed.
8. All ranks shall be filled within thirty (30) days.

J. Emergency or Temporary Openings or Vacancies.

1. For temporary openings under two (2) weeks, Article XVII of this Agreement shall apply.
2. In the event an opening or vacancy should occur on a shift due to illness, schooling, vacations, or other similar reasons, for a period of more than two (2) weeks, the Chief may replace the police officer in the following manner:
 - a. The temporary opening will be posted as a "temporary opening" for four (4) days. The police officer with rank of not less than Second Class Patrol Officer with the most seniority who signs for the opening shall get it.
 - b. During the temporary assignment or replacement, the police officer's regular work week shall not be changed without his/her permission.
 - c. In the event no one bids on the vacancy or opening, the Chief has the right to assign the least senior officer that counts toward shift strength to fill the opening or vacancy.

K. The Chief shall have the right to determine the number of police officers to be assigned and which division, but this number shall be set prior with shifts being determined by the seniority pick of shift.

L. Any officer assigned to the Traffic Bureau will remain eligible to exercise his/her rights to bump from shift to shift on the basis of seniority. Officers of the traffic

bureau will also retain their rights to request transfers out of the Bureau, under the authority and provisions of this Agreement.

- M. Anything in this Article to the contrary notwithstanding, the Uniform Division rank shall be not less than the following:

Day Shift

- 1 Captain
- 1 Lieutenant
- 4 Sergeants

Afternoon Shift

- 1 Captain
- 1 Lieutenant
- 3 Sergeants

Midnight Shift

- 1 Captain
- 1 Lieutenant
- 3 Sergeants

Any rank held in excess of the minimum set forth above shall nonetheless be subject to the bumping procedures by Second Class Patrol Officers and First Class Patrol Officers as set forth in the Seniority Pick of Shift Article.

ARTICLE X
SICK LEAVE

Section 1 – Definition

Sick leave shall be that period of time between the time and date that an officer notifies the Police Department of his/her unfitness for duty due to illness or injury and such time as that officer reports to Department management that the officer is again fit for duty. The officer shall complete a written Explanation of Absence from Duty on the form provided by the Mishawaka Police Department on the day the officer returns to duty. A copy of the form is attached to this Contract.

Section 2 - Explanation of Absence from Duty Form

The Explanation of Absence From Duty Form to be filed by an officer to terminate sick leave shall include the following information: name of officer, dates of absence, hours lost, reason for absence (personal illness, emergency, injury) with explanation, was doctor contacted,

name of doctor, diagnosis, statement that officer is completely recovered from illness or injury, statement concerning any other gainful employment during or after absence, date of report and signature of officer.

Section 3 – Policy

During sickness, including pregnancy, a police officer's pay shall continue for a maximum of sixty (60) working days, subject to the right of the Board of Public Works and Safety to require a physician's statement confirming the police officer's illness and the officer's inability to perform his/her duties. Medical disabilities shall be determined by the police officer's pension board.

Section 4 – Notice

It shall be the responsibility of each individual officer to contact the Police Department prior to the officer's assigned duty time notifying it of any illness or injury that renders the officer unfit for duty.

Section 5 - Outside Employment

No officer shall engage in employment outside the Police Department during the hours that the officer is being paid by the City or the eight (8) hours immediately following the officer's use of a sick day. This provision shall not be interpreted to in any way preclude an officer from engaging in outside employment when the officer is exercising the right to a random day, vacation day, or compensatory time.

Section 6 - Physical/Mental Condition

Every officer shall maintain adequate physical and/or mental condition at all times. If an officer is unable or unwilling to perform assigned duties due to lack of good physical and/or mental condition, the Chief may order such officer to undergo appropriate examination and testing by doctors or other health care providers to determine the officer's fitness for duty. After hearing before the Board of Safety, the Board may put the officer on sick leave status or refer him/her to the Police Pension Board for medical disability review.

Section 7 - Work-Related Injury

- A. The City agrees, for the life of this Agreement, to maintain the present level of Worker's Compensation insurance with a qualified insurance carrier.
- B. When a police officer is absent from duty due to an illness or injury arising out of or in the course of his/her employment by the City and which is compensable under the Indiana Worker's Compensation Act, the City will make up the difference between the amount of daily benefits to which the officer is entitled under such Act and the

amount of daily salary the officer would have received if working for a period not to exceed fifty-two (52) weeks. Following such fifty-two (52) week period, the police officer's health and ability to perform work for the Police Department shall be reviewed by the City. If the police officer is able to return to work, the officer shall do so; and if not, the City will refer the police officer to the Police Pension Board.

Section 8 - Physical Examinations

Each officer may undergo, at the City's expense, one (1) comprehensive physical examination every three (3) years, commencing January 1, 2002. The physical examination shall be performed by a physician or physicians chosen by the City. One-third (1/3) of the officers employed by the Police Department shall have the option to undergo the physical examination each year. No officer shall be entitled to receive additional monetary or other compensation as a result of undergoing this physical examination.

ARTICLE XI **FUNERAL LEAVE**

In case of death in the police officer's immediate family or the police officer's spouse's immediate family (meaning parent, step-parent, spouse, grandparent, grandchild, parent-in-law, brother, sister, sister-in-law, brother-in-law, child or step-child) a police officer shall receive upon request, four (4) consecutive work days off without loss of regular pay to make preparations for and attend the funeral and burial of such relative and to attend to any necessary business or legal matters of the decedent or the decedent's estate.

In the event of the death of the police officer's or the police officer's spouse's aunt, uncle, niece, nephew or first cousin or in the event a police officer is designated to serve as a pallbearer at any funeral, then in such instances, a police officer will have the day of the funeral off without loss of regular pay.

In addition, the Police Chief or Division Chief, or if either are unable to be reached, then the officer in charge of the police officer's shift, shall have the right to grant, in appropriate cases and in their sole discretion, additional days off work for funerals.

ARTICLE XII **INSURANCE**

Section 1 - Life and Accident

The City shall contribute at least at the present level which it is contributing toward the cost of the life insurance policy in the amount of \$15,000.00 double indemnity for each police officer.

Section 2 - Medical and Hospital

The City shall offer medical and hospital care coverage to all officers throughout the life of the Agreement complying with the terms included in the Insurance Memorandum attached to this Agreement.

ARTICLE XIII **UNIFORM ALLOWANCE**

The City shall, in addition to all other compensation herein granted, pay each officer a uniform allowance of Two Thousand Fifty and 00/100 Dollars (\$2050.00) annually to purchase and maintain uniforms as prescribed by the Chief. In consideration of this allowance, the police officers agree to keep their uniforms neat, clean, and in good repair and to replace all worn-out clothing as necessary.

ARTICLE XIV **DUTIES OF POLICE OFFICERS**

Police officers shall not be ordered or required to perform any unrelated duties not falling within the purview of full-time members of the police force except to raise or lower the flag, shovel snow on the front walk to the curb when not shoveled by the janitor and the janitor is not available to perform such duties, and perform such reasonable and necessary vehicle maintenance as is called for by any General Order and/or Rules and Regulations governing the Mishawaka Police Department's Assigned Vehicle Program.

ARTICLE XV **STRIKE PROHIBITION**

The Lodge will not engage in, nor sanction, strike action, slow down, "blue flu", or similar action during the life of this Agreement or any extension thereof. If this Article is violated, the participants shall be immediately subject to discharge as provided in Ordinance Number 1666 of the City of Mishawaka.

ARTICLE XVI **JOINT SAFETY COMMITTEE**

Section 1 - Definition

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

Section 2 - Safety Equipment

- A. The City shall make reasonable provisions for the safety and health of the police officers during the hours of their employment. It shall endeavor to maintain its equipment in safe operating condition. The City shall furnish such protective devices and/or equipment as it deems necessary to properly safeguard the health and safety of the police officers and protect them from injury.
- B. In the event a police officer believes that his/her assigned vehicle is unsafe for use during his/her tour of duty, the officer shall return it to the station. If the Officer in Charge of the police officer's shift agrees with the police officer, the vehicle shall be deadlined and the condition slip made out on the vehicle. The vehicle will remain deadlined until the proper repairs are made. No police officer will be required to drive an unsafe vehicle.
- C. Officers who choose to carry a shotgun on duty will carry a department issued shotgun or one that is approved by the department range master. Shotguns will be twelve (12)-gauge. It is recommended that a shotgun be carried, but it is optional. While on duty, shotguns will be carried in a shotgun rack (inside the vehicle cabin or trunk) or in a firearms bag in the trunk. All shotguns will be carried with the magazine loaded to full capacity, chamber empty, with the safety in the ON position.

Officers who choose to carry a patrol rifle on duty will carry a department issued patrol rifle or one approved by the department range master. Rifles will be .223/5.56 caliber. While on duty, patrol rifles will be carried in a rifle rack (inside the vehicle cabin or trunk) or in a firearms bag inside the trunk. Rifles will be carried with an empty chamber and magazine inserted.

When officers are off duty, all department and personal weapons used in the line of duty will be properly and safely secured.
- D. All police department vehicles used in the line of duty shall be equipped with air conditioning, AM/FM radio and heater, and all of such items shall be maintained in working condition.
- E. Given the unique demand on the tires of the Uniform Division squad cars, it is essential for safety of operation of squad cars that the tires be in excellent condition. Tires on the Uniform Division squad cars which have less than 25% of the tread shall be replaced immediately. No police officer shall be forced to operate a squad car unless the tires meet or exceed these minimum requirements.

ARTICLE XVII
DEPARTMENT STRENGTH

Section 1 - Department Strength

It is agreed between the parties that the police work force will be maintained at regular strength at all times. Whenever the force is reduced below the regular scheduled level, due to sickness, vacation, leave or any other reason, the Chief of Police or Division Chief of Police will then refer to the extra duty schedule for the next officer in line to work.

The City will make a diligent effort to fill all vacancies in the Department within thirty (30) days after such vacancies occur.

Section 2 - Minimum Strength

A. The minimum strength the Uniform Division can operate with, will be as follows:

Day Shift 6:30 a.m. to 2:45 p.m.

Sunday-Saturday: a minimum of ten (10) officers on motorized patrol.

Afternoon Shift 2:30 p.m. to 10:45 p.m.

Sunday-Saturday: a minimum of ten (10) officers on motorized patrol.

Midnight Shift 10:30 p.m. to 6:45 a.m.

Sunday-Saturday: a minimum of ten (10) officers on motorized patrol.

B. The "desk" position may be utilized as a light duty position if necessary. The City shall retain the right to place officers at the "desk" position outside of records hours if needed.

C. In the event the shift strength falls below the above described minimum strength, the Extra Duty Article VII, Section 2 (i) and Section 2 (iii) will go into effect.

D. Probationary officers shall count as shift strength six (6) months after graduating from the law enforcement academy. However, any Probationary Officer who on the date of hiring has already graduated from either the Indiana Law Enforcement Academy or another certified law enforcement academy recognized by the State of Indiana shall be counted toward minimum shift strength three (3) months after said officer's date of hire, subject to being released from the FTO program. Probationary officers shall be eligible to work extra duty at the time they count toward minimum shift strength.

Section 3 - Detective Division

- A. The Detective Division shall consist of not less than nine (9) detectives and one (1) Division Chief. All vacancies will be filled within thirty (30) days.
- B. In the event the City is asked to participate in a special crimes unit or similar type operation, the parties will meet for the purpose of negotiating mutually satisfactory changes in this Agreement for the purpose of allowing the City's participation.

Section 4 - First Class Patrol Officer Positions

- A. A police officer shall be automatically promoted to the rank of First Class Patrol Officer on or before the third anniversary of date of hire. The term "bargaining unit" shall mean all slotted positions, except the Police Chief and the Division Chiefs. All vacancies in rank shall be filled within thirty (30) days.
- B. Maintenance of First Class Patrol Officer Pay.

Once a police officer achieves the rank of First Class Patrol Officer or higher, the base pay for such officer thereafter shall never be less than that paid to other First Class Patrol Officer, regardless of the subsequent rank of such police officer. The Board of Safety reserves the right to refuse a request made by a police officer for voluntary demotion from the rank of First Class Patrol Officer.

ARTICLE XVIII **PERSONAL SERVICE RECORDS**

- A. No person, excepting the Mayor, the members of the Board of Public Works and Safety, the Police Chief, the Division Chiefs and the Corporation Counsel or City Attorney in connection with the pending grievance or disciplinary matter involving the police officer, shall read, view, or copy a police officer's personnel file which is kept by the Police Department.
- B. A police officer shall be given a copy of all additions to his/her personnel service record.

ARTICLE XIX **GRIEVANCE PROCEDURES**

- A. Should any police officer or group of police officers feel aggrieved concerning his, her or their wages, hours and conditions as controlled by this contract, excluding the disciplining of a police officer which is governed by the Board of Public Works and Safety and excluding matters which are within and a part of the jurisdiction of the

Common Council, or concerning any matter or conditions arising out of any employee-employer relationship, including any kind of unjust discrimination and any matter or condition affecting his, her or their health and safety, adjustment shall be sought as follows:

1. It shall first be the responsibility of the employee or group of employees to seek relief from his, her or their immediate superior in charge of his, her or their work position. At this stage, the grievance can be submitted orally or can be submitted in writing. The grievance must be presented within thirty (30) days from the date the Union or the individual grievant become aware of the alleged incident, whichever occurs later.
2. If such grievance is not resolved to the satisfaction of the employee or group of employees, the problem shall be put into writing by the individual or group, and together with an assigned wage and grievance committee member, presented to the Officer in Charge of his, her or their shift.
3. If the grievance is still not resolved after a period of seven (7) days, the Wage and Grievance Committee of the Lodge shall meet with the Chief of Police to settle the grievance.
4. If the aggrieved police officer shall have found no satisfaction after seven (7) days, the written grievance shall be presented to the City's Board of Public Works and Safety for determination and settlement; if the matter is not settled by the Board of Public Works and Safety within fourteen (14) days to the satisfaction of the aggrieved police officer, the issue or complaint may be submitted to arbitration in accordance with the terms and conditions set forth under this contract for arbitration.
5. The police officer may be represented by legal counsel only before the Board of Public Works and Safety and hearing before the arbitrator.
6. Nothing in this Article shall prevent a police officer from processing his/her own grievance without the assistance of the Lodge.
7. When it has been determined according to this collective bargaining agreement that an officer was incorrectly passed over for an extra duty assignment the following shall apply:

a. The aggrieved officer will be given thirty (30) calendar days, beginning the date the when it was determined the officer was aggrieved, to work the number of hours erroneously not awarded.

b. The aggrieved officer has the right to choose the hours of make-up overtime.

c. The aggrieved officer shall be paid at the prevailing hourly rate for which the officer would have been paid had he/she been correctly awarded the overtime. The officer may not be awarded a random day, time owed, or vacation time, nor may the officer do a time exchange as compensation for the make-up overtime.

d. The aggrieved officer shall give the City a minimum of twenty-four (24) hours' notice of the date(s) and time(s) which the officer chooses for the make-up overtime.

e. The aggrieved officer working make-up overtime does not count toward minimum shift strength requirements.

f. If a detective bureau extra duty assignment is incorrectly awarded, the Chief may have the aggrieved officer perform a police duty outside of investigations if there is no available work to be performed within the detective bureau.

B. Should the Chief of Police feel aggrieved concerning actions initiated by the FOP Lodge #91, or a group of members of the FOP Lodge #91, which allegedly violate this contract or are in conflict with this contract, adjustment may be sought as follows:

1. It shall be the responsibility of the Chief of Police to put into writing such alleged violation and present it to the President of the FOP Lodge #91 and the head of the Wage and Grievance Committee.
2. If the grievance is not settled at this stage within fourteen (14) days to the satisfaction of the aggrieved Chief of Police, the alleged violation shall be presented to the FOP membership by the President of the FOP Lodge #91 and the Wage and Grievance Committee.

C. Captains shall not be part of the Lodge's Wage and Grievance committee; provided,

however, that the exclusion of Captains from such committee shall not be interpreted to mean that Captains are in any way excluded from the bargaining unit set forth in this Agreement.

ARTICLE XX **CHAIN OF COMMAND**

The City shall maintain and post a complete chain of command for each Division and shift within that Division. The chain of command shall include a list of all departmental ranks or positions and shall include the name of each officer who holds such rank or position.

ARTICLE XXI **ARBITRATION**

The establishment of this method of arbitration shall not, in any way whatsoever, be deemed to be a recognition by the City of compulsory arbitration as a superior method of settling labor disputes but rather shall be deemed to be a recognition solely of the necessity to provide some alternative method or mode of settling labor disputes where employees must, as a matter of public policy, be denied the usual right to strike.

Therefore, in the event that the police officer and the City are unable to resolve a grievance, working conditions, contract interpretation, rules and regulations, or policies over which there is a dispute, within thirty (30) days from and including the date of their first meeting, excepting matters coming within the exclusive jurisdiction of the Board of Public Works and Safety pertaining to disciplining pursuant to Indiana statute, including methods and subjects established by the grievance procedure, any and all unresolved issues shall be submitted to arbitration as hereinafter provided, excluding matters which are within and a part of the jurisdiction of the Common Council.

- A. Within five (5) days from the expiration of the thirty (30) day period referred to above, the police officer or Lodge and the City through its Board of Public Works and Safety shall select and name an arbitrator. If on the expiration of the period allowed therefore the parties are unable to agree upon an arbitrator, the American Arbitration Association shall select an arbitrator upon request in writing from either the police officer, the Lodge, or the City.
- B. The arbitrator shall set a date for a hearing within ten (10) days after the date of the officer's appointment and shall give at least seven (7) days' notice in writing to the police officer, Lodge and City of the time and place of such hearing.
- C. The arbitrator is hereby authorized to conduct such hearing in an informal manner

and without recourse to the technical common-law rules of evidence required in judicial proceedings, and such manner of proof and introduction of evidence shall be deemed sufficient and shall govern the proof, decision, and administration or judicial review of all questions of fact if substantial, reliable and probative evidence supports such arbitrator's determination. The arbitrator shall, as a matter of policy, provide for the exclusion of irrelevant, immaterial, or unduly repetitious evidence. Every person who is a party to such proceedings shall have the right to submit the evidence in open hearing and shall have the right of cross-examination.

- D. The hearing conducted by the arbitrator shall be concluded within twenty (20) days of the time of commencement, and within ten (10) days after the conclusion of the hearing. The arbitrator shall make written findings and a written opinion upon the issues presented, a copy of which shall be mailed or otherwise delivered to the police officer, Lodge and the City. The decision of the arbitrator shall be binding upon both the police officer, the Lodge and the City.
- E. The arbitrator's fees and necessary expenses of arbitration shall be paid by the losing party. It is agreed by the parties that such fees and expenses shall not include the attorney fees of either party.

ARTICLE XXII

DURATION

Section 1 - Effective Date

This Agreement shall be in effect from the 1st day of January, 2018 providing that it is approved by the Lodge and by Resolution of the Board of Public Works and Safety and the Common Council of the City of Mishawaka and shall remain in force and effect to and including the 31st day of December, 2020.

Section 2 - Future Negotiations

The parties agree that, commencing no later than the 31st day of August, 2020, they will undertake negotiations for a new Agreement.

Section 3 - Renegotiation and Amendment

Notwithstanding any provision herein to the contrary, it is understood and agreed by the parties hereto that any provision contained in the Agreement may be amended at any time by the mutual agreement of the parties hereto.

Section 4 - Relation to Regulations and Rules

This Agreement shall supersede any rules and regulations inconsistent herewith, provided, however, rules and regulations not inconsistent with this Agreement may be adopted and promulgated by the Board of Public Works and Safety of the City of Mishawaka pursuant to Indiana statutes.

Section 5 - State of Emergency

In the event that a state of civil emergency is declared by the Mayor (civil disorders, natural disasters, etc.), the following provisions of this Agreement - Article VI, Sections 1-4; Article VII, Section 1, Section 2 (i) and 2 (ii); Article VIII, Section 2; Article XI; Article XVII - may be suspended by the Mayor during the time of the emergency.

ARTICLE XXIII **SAVINGS CLAUSE**

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

ARTICLE XXIV **GENERAL MATTERS**

Section 1 - Police Department Rules

- A. Any changes in the Police Department Rules and Regulations will be discussed with the Lodge representatives prior to promulgation.
- B. All rules and regulations of the Police Department shall be issued in written form and shall be submitted to the Lodge at least seven (7) days before they are to take effect.

Section 2 - Job Security

The City and the Lodge agree that no permanent job presently being performed by a full-time police officer will be eliminated if it causes a reduction in the number of sworn officers.

Section 3- Light Duty

- A. There shall be at least four (4) light duty positions available. If a light duty position is available, the City shall provide light duty for any police officer requesting it during the time the police officer is temporarily disabled from performing the officer's regularly assigned duties. An officer who is placed on light duty may be reassigned to any shift or division within the Police Department.

B. An officer will make a written request for light duty status to the Chief of Police. At that time the officer will also turn in written documentation from the officer's physician as to the reason the officer cannot perform the full duties of a police officer. The physician must be a licensed M.D. in the State of Indiana, and the statement will include:

- A description and extent of limitations;
- The probable length of limitations;
- The prognosis for recovery; and
- A recommendation as to the extent of any duty restrictions.

Light duty status will be granted for a thirty (30) day period or less. At the discretion of the Chief, an officer may be granted another thirty (30) day light duty assignment upon request, but an officer cannot be on light duty for more than one hundred twenty (120) days for any single injury or illness.

Before the officer's return to regular duty, the officer must have a written statement from the Physician stating the officer may return to work. If the officer assigned to light duty is unable to return to full duty at the end of the light duty assignment, the officer will be placed on available paid sick leave. If the officer's paid sick leave has expired the officer may be placed on any other available paid leave for which the officer is eligible. If the officer is not eligible for any paid leave, the officer will be placed on unpaid leave and fully advised concerning any disability pension for which he/she may be eligible.

Section 4 - Right to Record Meetings

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

Section 5 - Keeping of Police Officer's Gun

Upon leaving the department for any reason other than a quit or a fire, the police officer shall retain his/her service weapon which had been issued to him/her by the City.

Section 6 - Lodge Representation

Any police officer questioned by any superior with respect to any matter which might involve disciplinary action shall have the right to have a representative of the Lodge present during such questioning. In the event such questioning is being recorded, the police officer shall be informed prior to any such recording and shall be furnished with a copy of the recording and given the opportunity to make a transcription of the recording.

ARTICLE XXV
INDEMNIFICATION

Section 1 - Claims and Judgments

- A. The City shall indemnify and hold harmless any police officer from all legal claims, suits, costs and judgment arising out of the acts or omissions of the officer arising out of and in the course of the performance of the duties of such officer; provided, however, that if an employer other than the City provides indemnification for the actions of the officer, the City shall not provide indemnification. Indemnity shall not be provided in the event any police officer willfully violates any legal order of a superior officer or the rules and regulations of the Police Department.
- B. Should any criminal action be instituted against any police officer for any action arising out of and in the course of the performance of the duties of such office and should such proceeding be dismissed or result in a final disposition in favor of such person, the City shall reimburse such officer for the cost of defending such proceeding including reasonable counsel fees and expenses of the original hearing or trial or all appeals.

Section 2 - Executions on Judgments

The City shall take such actions as it deems appropriate to forestall the execution of judgment against a police officer personally and if notwithstanding such efforts by the City execution takes place, the City will indemnify and hold harmless the police officer on any judgment covered under Section 1 of this Article

Section 3 - Trials

- A. The City shall provide legal counsel of the City's choosing to any police officer against whom legal action has commenced, as set forth in Section 1 of this Article. However, in no case shall the legal counsel provided by the City have been involved in the prosecution of an administrative or disciplinary action against the officer which was based upon the same set of facts underlying the legal action in question.
- B. The police officer shall have the option to retain his/her own attorney at the officer's own expense to represent the officer's interests in litigation without any effect on the responsibilities of the City under this Article.

Section 4 - Police Officer's Responsibilities

- A. As a condition precedent to the right of indemnification under this Article, any police officer desiring indemnification shall:

1. Tender in writing to the City's attorney a notice of its right to appear and defend any litigation as may result in a judgment covered by this Article and grant to the City the right to make such investigation, negotiation and settlement of any claim if the City deems appropriate.
2. Give written notice containing the particulars sufficient to identify the police officer involved and information as to the time, place and circumstances thereof to the City's attorney as soon as reasonably practical following a covered occurrence.
3. Forward immediately any or all suit papers, demand notices, summons, complaint or other process received by such police officer or officer's representative to the City's attorney.
4. Cooperate with the City in the conduct or settlement of any legal proceedings and additionally grant the City the right to free access and use of all hospital, medical and doctor's records and reports as to any police officer's physical or mental condition in the conduct or settlement of any legal proceedings.

ARTICLE XXVI
BILL OF RIGHTS

All police officers within the bargaining unit shall be entitled to the protection of what shall hereafter be termed the "Mishawaka Police Officers' Bill of Rights."

- A. All police officers shall have the right to Lodge representation selected from a list prepared by the Lodge or the police officer shall have the right to select an active police officer in good standing with the Lodge, during any interview or questioning involving a disciplinary matter.
- B. When for any reason a police officer is under investigation by the City for conduct which results in dismissal, criminal charges, or suspension for more than five (5) days, the following additional rules are hereby established and shall be followed:

Section 1- Interviews

- A. Advance Notice

Prior to being interviewed for any reason which could lead to disciplinary action, an officer shall be:

1. Informed in writing of the nature of the investigation and whether the officer is a witness or a suspect, if and when known; informed of other information necessary to reasonably apprise the officer of the nature of the allegations of the complaint, including the date, time and location of the occurrence;
2. If prior to or at any time during the interrogation of a police officer it is determined that the officer may be charged with a criminal offense or be suspected of being implicated in a criminal offense, the officer shall be immediately informed of his/her constitutional rights and the investigation shall be terminated unless the officer chooses to waive his/her constitutional rights of self-incrimination;
3. Afforded an opportunity and facilities to contact and consult privately with an attorney of the officer's choosing and/or representative of the Lodge;
4. Whenever a delay in conducting the interview will not jeopardize the successful accomplishment of the investigation or when criminal culpability is not an issue, advance notice shall be given the officer not less than twenty-four (24) hours before initial interview commences, or written reports are required from the officer.

B. Interview Safeguards

Any interview of an officer shall be when the officer is on duty unless the seriousness of the complaint dictates otherwise.

1. Interviews shall take place at the Mishawaka Police Station facility, or elsewhere if mutually agreed, unless the emergency of the situation necessitates otherwise.
2. The officer may have a Lodge representative and/or an attorney present to witness the interview provided the representative and/or attorney does not participate in the interview. However, the interview may not be unduly delayed awaiting an unavailable Lodge representative when other Lodge representatives are available.
3. An attorney or representative chosen by the officer must be, depending upon the seriousness of the investigation and the need for immediate action, available within a reasonable period of time and under no circumstances will any interrogation session be delayed in excess of

twenty-four (24) hours because of the unavailability of the attorney or representative chosen by the officer. However, no matter how extreme an emergency exists, no interrogation shall take place until the officer shall be given a minimal of three (3) hours to obtain the services of a representative and/or attorney.

4. During the interrogation of the officer, the attorney or representative shall not make any statements or objections of any kind to the investigator nor will the officer in any way impede the interrogation but will restrict all remarks to conferring with the officer. The representative's failure to object to a question shall not constitute a waiver of the officer's ability to later object to any questions asked.
5. The officer being interviewed shall be informed of the name, rank, and command of the Officer in Charge of the investigation and the interviewing officer.
6. Interviews shall be done under circumstances free of intimidation or coercion and shall not otherwise violate the officer's constitutional rights. The officer shall not be subjected to offensive or abusive language. No promise of award shall be made as an inducement to answer questions.
7. Interviews shall not be overly long. The officer shall be entitled to reasonable intermissions as requested for personal necessities, telephone calls, rest periods, with one ten (10) minute intermission every hour, if the officer requests.
8. All interviews shall be limited in scope in activities, circumstances, events, conduct or acts which pertain to the subject of investigation.
9. Interviews and investigations shall be concluded with no unreasonable delay.

C. When the investigation results in charges being filed:

1. The officer will be furnished with a copy of all documents in the Internal Investigation file which will contain all material facts of the matter under investigation;
2. The officer will be furnished with the names of all witnesses and complaints who will appear against him/her and/or whose statements will be used against the officer.

D. When disciplinary action results:

1. When the investigation results in a determination of a sustained complaint and disciplinary action, only the findings and the disciplinary order will be placed in the officer's personnel file unless the officer requests inclusion of the complete record.
2. No dismissal, demotion, or other punitive measures shall be taken against an officer unless the officer is notified of the action and a reason for such action prior to the effective date of such action.

Section 2 - Personal Privileges

- A. No officer shall be required for purposes of assignment or other personnel action to disclose any item of his/her property, income assets, source of income or personal or domestic expenditures including those of any member of the officer's family, unless such information is obtained pursuant to proper legal process or tends to indicate a conflict of interest with respect to the performance of the officer's official duties.
- B. No officer shall have his/her residence, private place of business, if any, private vehicle or locker space assigned to him/her by the Mishawaka Police Department searched unless a valid search warrant is obtained or the officer voluntarily agrees to such search.
- C. No member of the immediate family of the officer shall be required to give a statement to the investigator and prior to requesting any member of the immediate family of the officer to give a statement, the officer shall be given notice of such intended request and the officer shall be given an opportunity to confer with that family member before that family member shall be asked to give a statement.

Section 3 - Political Activities

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

Section 4 - Blood, Breath and Urine Tests

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

Section 5 - Polygraph Examinations

The police officer under investigation shall not be required to take a polygraph examination unless the officer's accuser or accusers agree to take such a polygraph examination, and have taken such examination prior to the police officer being asked to take such examination; provided, however, anything in this Article to the contrary notwithstanding, none of the charts, conversations, discussions, questions or results derived from such polygraph examination shall be used against such officer in any disciplinary proceeding nor used against any such officer in any civil or criminal proceeding. In the event the polygraph examiner desires to question the police officer after the polygraph test has been administered, the examiner shall first advise the officer of his/her rights in writing and if the officer waives in writing his/her rights, then any statements by such officer may be used against such officer.

Section 6 - Maintenance of Records

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

- C. Any officer who is reprimanded in any way, either orally, in writing, by suspension, deprivation of overtime or any other benefits, or disciplinary action in any way, shall have the right of appeal as provided by law.
- D. A written warning given to an officer shall remain in the officer's personnel file for a period of six (6) months from the date of issue. Upon the expiration of this period, the warning shall be removed from the personnel file and destroyed, in the presence of the affected officer if so requested.
- E. A written reprimand given to an officer shall remain in the officer's personnel file for a period of one (1) year from the date of issue. Upon the expiration of this period, the reprimand shall be removed from the personnel file and destroyed, in the presence of the affected officer if so requested.

Section 7 – Limitations

No police officer shall be subject to internal discipline by the Mishawaka Police Department for any cause or matter occurring more than 60 (days) from the date that the City first became aware of the alleged incident. Notwithstanding this provision, and in accordance with Indiana Code §36-8-3-4(n), if an officer is subject to criminal charges as a result of an incident, the Board of Public Works and Safety may place the officer on administrative leave with or without pay. Any other disciplinary action by the City shall be stayed until the disposition of the criminal charges in the trial court. At such time the criminal charges are resolved in the trial court, no police officer shall be subject to internal discipline by the Mishawaka Police Department unless it is within the remainder of the 60-day window as provided in this section.

ARTICLE XXVII **FAMILY LEAVE**

In the event of a child born to a police officer or a police officer's spouse, a police officer shall receive eight (8) continuous hours leave time without loss of pay to attend the child's birth. Any additional leave time, for family or medical purposes, shall be granted by the Chief, or in the Chief's absence the Shift Commander, in accordance with the Family and Medical Leave Act of 1993.

ARTICLE XXVIII **RANK STRUCTURE**

- A. The President of the Board of Public Works and Safety shall be the executive head of

the Department of Police with the following officers of the department as listed below in order of rank:

1. Chief of Police
2. Division Chiefs of Police
 - (a) Uniform Division Chief
 - (b) Detective Division Chief
 - (c) Services Division Chief
3. Captains of Police
4. Lieutenants of Police
5. Sergeants of Police
6. First Class Patrol Officers
7. Second Class Patrol Officers
8. Probationary Officers

The above ranks will be recognized throughout the department regardless of the individual's unit or duty assignment.

Authority within this Police Department shall be delegated through the above departmental command channels and recognized in that order.

Whenever two or more officers of equal rank are present (unless specifically stated otherwise), the officer with seniority in rank shall be in command and fully responsible for police activities. Whenever equal rank is concerned, caused by the absence of a superior officer, seniority of service in rank will prevail and that officer shall be in charge unless otherwise ordered. This order of command shall be in force on all members of the Police Department. The above and foregoing shall not affect bumping rights.

ARTICLE XXIX

CANINE AND SPECIAL ASSIGNMENT OFFICERS

Section 1 - Canine Officers

- A. Police officers assigned to Canine duty may be assigned to any division within the Police Department at the sole discretion of the Chief of Police. In the event a Canine

officer is assigned to the Uniform Division that officer shall count toward minimum shift strength and shall work such hours as assigned by the Police Chief.

- B. An officer assigned to Canine duty shall be required, as part of the officer's regular duties, to spend off-duty time caring, grooming, feeding, exercising, and training the police dogs owned by the Mishawaka Police Department.
- C. The City shall grant each officer assigned to Canine duty one (1) hour of time off each workday, in order to compensate the officer for the off-duty care and training duties performed.
- D. The City shall compensate each officer assigned to Canine duty for his/her off-duty participation in any demonstration or similar activity by the payment of extra duty pay as defined by this Agreement or by awarding the officer compensatory time at a rate equal to the officer's rate of extra duty pay.

Section 2 - Special Assignment Officers

- A. Police officers assigned to the Special Operations (SOS) unit, Metro Homicide, Special Victims Unit, DARE unit, Community Relations, Canine unit, Services Division, as well as the Traffic Bureau officers shall be considered to be on special assignment. Such officers shall not count toward the minimum shift strength requirements established by this Agreement and shall work such hours as are assigned by the Chief of Police.
- B. Special assignment officers shall not be used in such a manner as to avoid the assignment of extra duty to other officers. Nor shall such special assignment officers be used in such a manner as to circumvent the minimum shift strength requirements established by this Agreement

ARTICLE XXX **SCHOOLS**

- A. The City shall select and post all available openings for advanced training covering all specialties, including traffic. Officers shall be given an opportunity to attend such schooling by signing the posted list. Selections of the officers shall be made from those who have signed the list with the City choosing from the list. No officer may be scheduled for training while on vacation. Any officer failing a specialty course more than once may be disqualified from further attendance at the discretion of the City.

- B. When an officer is directed by management to attend mandatory schooling or training, the officer will receive overtime pay at one and one-half hours for each hour spent in attending such schooling or training. No officer may be scheduled for training while on vacation. This provision will not apply, however, to officers attending the basic course of instruction at the Indiana Law Enforcement Academy.

ARTICLE XXXI
COMPENSATORY TIME

- A. When attending schooling or training on a voluntary basis, a police officer shall be given compensatory time at a rate of one and one-half (1.5) hours for each hour of schooling or training attended.
- B. Compensatory time owed by the City for voluntary schooling, training or heavy maintenance work may be taken by officers but will not take precedence over random days and may not be given if the absence of the officer will cause the shift's strength to fall below minimum strength.
- C. In the event a police officer retires, resigns or is discharged with time owed on the books, past practice will be followed.
- D. Once compensatory time is authorized, the date may not be revoked or cancelled.

ARTICLE XXXII
DRUG - FREE WORKPLACE

In recognition of the importance, both in human and economic terms, of alcohol and drug abuse, the City of Mishawaka and its administration is committed to make every effort to have a drug and alcohol free workplace and workforce. The rules related to Drug Free Workplace are attached and made a part of this Contract as an Exhibit.

RESOLUTION NO. 2017-08

MISHAWAKA BOARD OF PUBLIC WORKS AND SAFETY

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF
MISHAWAKA AND THE MISHAWAKA FRATERNAL ORDER OF POLICE,
LODGE 91

WHEREAS, the City of Mishawaka and the Mishawaka Fraternal Order of Police,
Lodge 91 have agreed to a Collective Bargaining Agreement for the period of January 1,
2018 to December 31, 2020; and

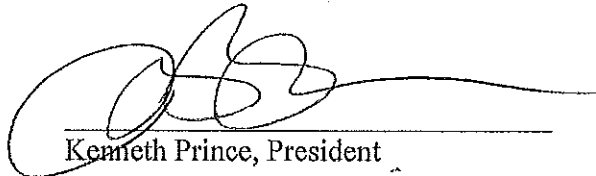
WHEREAS, such Agreement requires the approval of the Mishawaka Board of Public
Works and Safety and the Mishawaka Common Council;

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

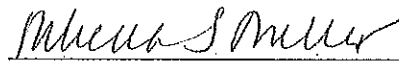
Section 1. The attached Collective Bargaining Agreement between the City of
Mishawaka and the Mishawaka Fraternal Order of Police, Lodge 91 is hereby approved,
and

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

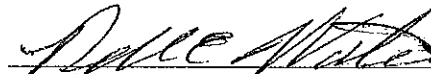
ADOPTED by the Board of Public Works of the City of Mishawaka, on this 12th
day of December, 2017.



Kenneth Prince, President

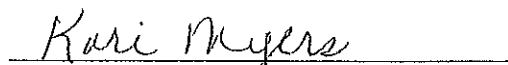


Rebecca Miller, Vice President



Ronald E. Watson, Member

ATTEST:



Kari Myers, Clerk of the Board

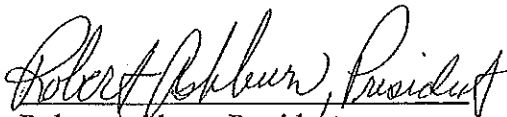
Signed and dated this 12th day of December, 2017.

Fraternal Order of Police Lodge 91
"Lodge"

Board of Public Works and Safety
for and on behalf of the City of Mishawaka,
Indiana

By:

By:

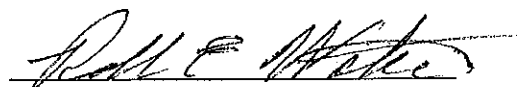

Robert Ashburn, President


Ken Prince, President

Martin DeGeyter, Vice President

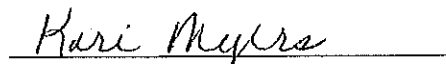

Rebecca Miller, Vice-President

Jon Bogart, Wage and Grievance


Ronald E. Watson, Member

Glenn Hixenbaugh, Wage and Grievance

ATTEST:


Kari Myers, Clerk BPWS

Richard Freeman, Wage and Grievance

Brandon Ruth, Wage and Grievance

RECEIVED
DEBORAH S. BLOCK, MMC

DEC 15 2017

CITY CLERK
MISHAWAKA, IN

1st Reading 12-18-17

2nd Reading

Passed

Failed

Continued To

PROPOSED ORDINANCE NO. 2017-50

ORDINANCE NO. _____

AN ORDINANCE DECLARING AN EMERGENCY AND
TRANSFERRING AND REAPPROPRIATING FUNDS
WITHIN THE BUDGET ADOPTED FOR THE
CALENDAR YEAR ENDING DECEMBER 31, 2017

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

Section 1. An emergency exists which requires the transfer and reappropriation of
funds within the CEDIT budget adopted for the fiscal year ending December 31, 2017.

Section 2. There is hereby transferred and reappropriated the sum of
\$1,300,000.00 as follows:

CEDIT Fund

From: Capital Outlays

430-50-442-11	Splash Pad	\$400,000.00
430-50-443-99	Pool/Rink Improvements	\$300,000.00
430-50-445-17	Park Improvements	<u>\$600,000.00</u>
		\$1,300,000.00

To: Other Services and Charges

430-50-459-06	Insurance Payments	\$1,300,000.00
---------------	--------------------	----------------

Section 3. 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, on this

_____ day of _____, 2017 at _____ o'clock, _____.M.

Ross Deal, Presiding Officer

ATTEST:

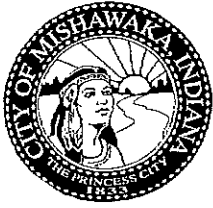
Deborah S. Block, IAMC, MMC, City Clerk

PRESENTED BY ME to the Mayor this _____ day of _____, 2017 at
_____ o'clock, _____.M.

Deborah S. Block, IAMC, MMC, City Clerk

APPROVED BY ME this _____ day of _____, 2017 at _____ o'clock,
_____.M.

David A. Wood, Mayor



CITY OF MISHAWAKA

DAVID A. WOOD, MAYOR

DEPARTMENT OF FINANCE
Rebecca S. Miller, Controller

Date: December 15, 2017
To: Honorable Members of the Common Council
From: Rebecca Miller
Re: Transfer CREDIT Funds

I respectfully request first and second reading on an item.

This CREDIT fund transfer is for the City's health insurance claims. Claims have been running extremely high the last few months and we still have two weeks left to pay claims. Any of the transfer we do not use will revert into the fund.

Please contact me with any questions.

c: David A. Wood, Mayor

RECEIVED
DEBORAH S. BLOCK, MMC

DEC 15 2017

CITY CLERK
MISHAWAKA, IN

City of Mishawaka

RESOLUTION NO. R2017-29

WHEREAS: the South Bend Tribune Headline reads "Penn Girls Soccer Team Wins State Championship for Second Straight Year". The Penn Girls Soccer Team won the 2017 Class 3A State Championship with a dominant 2-0 win over the Guerin Catholic Golden Eagles at Butler University's Sellick Bowl on Friday, October 27th, 2017; and,

WHEREAS: this Penn Kingsmen Team had a record of 23 wins, 0 losses, and a single tie, the IHSAA 3A state champions are one of 10 teams being honored on the 13th Annual MaxPreps Tour of Champions and finished No.1 in the MaxPreps rankings, beating out over 16,000 teams; and,

WHEREAS: the Penn Girls Soccer Team allowed only 4 goals in 24 games this season; and,
WHEREAS: this is the Penn Girls Soccer Team's 5th trip and 3rd consecutive bid for the State Title; and,

WHEREAS: the Penn Girls Soccer Team was widely regarded as the top team in the country; and,
WHEREAS: the soccer standout Kristina Lynch was named the National High School Player of the year and, the Penn Kingsmen Official State Championship Roster was complete with outstanding student athletes: #0-Kaitlin Paul, #00-Melanie Xouris, #1-Mackenzie Wood, #2-Angela Waitthaka, #3-Erin Ludwig, #4-Camille Marsh, #5-Regan Hart, #6-Lauren Cernak, #7-Brooke Fuller, #8-Allison Lankowicz, #9-Haylee Shahan, #10-Brooke Vandyck, #11-Kelsi Carrico, #12-Maya Lacognato, #13-Mallory Lehmann, #14-Molly McLaughlin, #15-Maggie Graham, #16-Kathryn Iapalucci, #17-Kayla Leady, #18-Ellice Capek, #19-Mary Kazcynski, #20-Alexis Scott, #21-Hallie Hedman, #22-Emily Carter, #23-Mckenzie Blankenbaker, #24-Kristina Lynch, #25-Ashleigh McCoige, #26-Carly Todd, #27-Riley Chapla, #29-Meredith O'Connor, #30-Grace Szklarek, #31-Lauren Hamilton, #32-Sydney Egendoerfer, and #50-Brooke Neal; and,

WHEREAS: all teams are dependent upon their Coaching Staff and it is an honor to recognize this talented and dedicated group for their time, patience, understanding and mentorship of student athletes including Head Coach Jeff Hart; Assistant Coaches Sarah Mott, Chad Hershberger, Scott Hayes, Taylor Hart, and Jensen Stroinski; Team Managers; Athletic Trainers; Assistant Athletic Director Bridget Williams; Athletic Director Aaron Leniski; Principal Steve Hope; and Superintendent Dr. Jerry Thacker;

NOW THEREFORE, let it be Known and Resolved by the City of Mishawaka Common Council, Mayor and City Clerk, that December 18th, 2017 is hereby proclaimed

Penn Kingsmen Girls Soccer Team Day

in our community and we call upon all of our citizens to join us in saluting and congratulating this talented and remarkable group of young ladies and thanking them for their efforts on behalf of their school, the community and the citizens of Mishawaka.

Dale "Woody" Emmons,
President, 1st District

Ron Banicki,
6th District

Mike Bellovich, 2nd District

Matt Mammolenti, Vice President
At Large

Ross Deal, President
3rd District

Bryan Tanner, At Large

Kate Voelker, 4th District

Joe Canarecci, At Large

S. Michael Compton
5th District

Deborah S. Block, IAMC, MMC
City Clerk

David A. Wood, Mayor

NOV 29 2017

CITY CLERK
MISHAWAKA, IN

1st Reading 12-4-17
2nd Reading
Passed
Failed
Continued To

PROPOSED ORDINANCE NO. 2017-43

ORDINANCE NO. _____

AN ORDINANCE DECLARING AN EMERGENCY AND
TRANSFERRING AND REAPPROPRIATING FUNDS
WITHIN THE BUDGET ADOPTED FOR THE
CALENDAR YEAR ENDING DECEMBER 31, 2017

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

Section 1. An emergency exists which requires the transfer and reappropriation of funds within the Public Safety LOIT and CEDIT Funds for the budgets adopted for the fiscal year ending December 31, 2017.

Section 2. There is hereby transferred and reappropriated the sum of \$120,000.00 as follows:

Public Safety LOIT Fund

From: <u>Capital Outlays</u>		
211-50-436-01	Repairs and Maintenance	\$75,000.00

To: <u>Other Services and Charges</u>		
211-50-431-09	Health Services	\$75,000.00

CEDIT Fund

From: <u>Capital Outlays</u>		
430-50-436-01	Repairs and Maintenance	\$45,000.00

To: <u>Other Services and Charges</u>		
430-50-431-09	Health Services	\$45,000.00

Section 3. 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, on this

_____ day of _____, 2017 at _____ o'clock, _____.M.

Ross Deal, Presiding Officer

ATTEST:

Deborah S. Block, IAMC, MMC, City Clerk

PRESENTED BY ME to the Mayor this _____ day of _____, 2017 at
_____ o'clock, _____.M.

Deborah S. Block, IAMC, MMC, City Clerk

APPROVED BY ME this _____ day of, _____, 2017 at _____ o'clock,
_____.M.

David A. Wood, Mayor



CITY OF MISHAWAKA

DAVID A. WOOD, MAYOR

DEPARTMENT OF FINANCE
Rebecca S. Miller, Controller

Date: November 29, 2017
To: Honorable Members of the Common Council
From: Rebecca Miller
Re: Transfer – Public Safety LOIT and CEDIT Funds

I am requesting a transfer from Repairs and Maintenance lines to the Health Services lines in both the Public Safety and CEDIT Funds. With increased participation and more services brought on board, costs for the employee clinic were higher than anticipated for 2017.

Please contact me with any questions.

c: David A. Wood, Mayor

RECEIVED
DEBORAH S. BLOCK, MMC

NOV 29 2017

CITY CLERK
MISHAWAKA, IN



City of Mishawaka

OFFICE OF THE CITY CLERK

Deborah S. Block, IAMC, MMC, City Clerk

NOTICE

In accordance with Indiana law, please consider this our annual notice of the Mishawaka Common Council Meetings:

The regular meetings of the Common Council of the City of Mishawaka, Indiana, shall be held in the Council Chambers at **7:00 p.m.** on the **first (1st) and third (3rd) Mondays** of every month; however, should any meeting date fall on a legal holiday, the regular meeting for that date shall be held on the day immediately following at **7:00 p.m.**

Should any meeting differ from the above, notification shall be given.

These dates will be changed as follows;

January 1st to January 2nd

May 7th to May 9th

September 3rd to September 4th

November 5th to November 7th

Deborah S. Block, IAMC, MMC, City Clerk **2018 Schedule**

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 Geoffrey Spiess, ADA Coordinator, at (574) 258-1615.

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