City of Goshen Board of Public Works & Safety

Regular Meeting Agenda

4:00 p.m., NOVEMBER 12, 2026

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

To access online streaming of the meeting, go to https://goshen.in.gov/events/

Call to Order by Mayor Gina Leichty

Approval of Minutes: November 5, 2026 meeting

Approval of Agenda

1) Bid opportunities: For purchase of City property at 65735 & 65753 State Road 15, Goshen

2) Legal Department request: Approve and authorize Mayor Leichty to execute the agreement with the Teamsters Local Union No. 364

3) Legal Department request: Approve and execute the agreement with Goshen Fraternal Order of Police Lodge 81, Inc. for 2027

4) Legal Department request: Adopt Resolution 2026-25, Goshen Police Department Structure, as presented

5) Water & Sewer Office request: Move $2,939.91 in uncollected finaled accounts from active to collection, sewer liens and write-offs for the period through Sept. 17, 2026

6) Engineering Department request: Approve the 2026 Pavement Asset Management Plan for submittal to Purdue University's Local Technical Assistance Program, as a condition of INDOT's Community Crossings Matching Grant eligibility

7) Engineering Department request: Approve the balancing Change Order No. 9 amended increasing the contract by $1,854.37, for a final contract amount of $4,003,702.09, for the County Courts Consolidation Project Roadway Improvement Project

8) Engineering Department request: Approve the acceptance of the antique street lights for maintenance for the Westoria Subdivision Expansion, Phase 8 for a total of $30,794.75

9) Engineering Department request: Approve the release of the 3-year letter of credit in the amount of $43,036.00 and accept the Westoria Subdivision Expansion, Phase 8, public infrastructure for permanent maintenance

10) Engineering Department request: Accept the post-construction stormwater management plan for Ariel Cycleworks as it has been found to meet the requirements of City Ordinance 5228

Link to the archived recordings – organized in a playlist by meeting:
https://www.youtube.com/@cityofgoshenindiana2605/streams

11) Stormwater Department request: Approve and authorize the Board to execute the Agreement with AP Cycleworks LLC for the completion of the project at 815 S 10th Street, allowing occupancy of Building 1000

Privilege of the Floor

REVIEW/COMPLIANCE HEARING FOR A BUILDING COMMISSIONER ORDER
4:00 p.m., NOVEMBER 12, 2026
Goshen Police Building, 111 East Jefferson Street, Goshen, Indiana
Members: Mayor Leichty, Mike Landis, Orv Myers, Mary Nichols, Barb Swartley

12) Compliance hearing on Building Commissioner Order: Review order and status of the property at 517/519 New York Street and consider imposing civil penalty and authorizing remedial action (Unique Property Leasing, LLC , property owner)

Approval of Civil City and Utility Claims

Adjournment

Link to the archived recordings – organized in a playlist by meeting:
https://www.youtube.com/@cityofgoshenindiana2605/streams

CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY
MINUTES OF THE NOVEMBER 5, 2026 REGULAR MEETING
Convened in the Goshen Police Building, 111 East Jefferson St., Goshen, Indiana

Present: Mayor Gina Leichty, Mike Landis, Orv Myers, Mary Nichols and Barb Swartley
Absent: None

Call To Order: Mayor Leichty called the meeting to order at 4:00 p.m.

REVIEW/APPROVE MINUTES: Mayor Leichty presented the minutes of the Oct. 29, 2026 meeting as prepared by Clerk-Treasurer Aguirre. **Board member Mike Landis made a motion to approve the minutes as presented. Board member Barb Swartley seconded the motion**. **The motion passed 5-0.**

REVIEW/APPROVE AGENDA: Mayor Leichty presented the agenda as prepared by the Clerk-Treasurer. **Board member Landis made a motion to approve the agenda as presented. Board member Swartley seconded the motion. The motion passed 5-0.**

1) Bid opportunities: Open bids from contractors for the Cherry Creek Trailway Phase I project, read the total bid amounts, and refer the bids to the Engineering Department for review and recommendation
Presented to the Board were bids from contractors for the Cherry Creek Trailway Phase I project, which consists of the construction of a new multi-use trail system within and along the perimeter of the Cherry Creek development, located north of Waterford Mills Parkway and east of Regent Street in South Goshen. The path will connect to and complement recently completed public infrastructure improvements.
The project includes the construction of a hot mix asphalt (HMA) multi-use path along the exterior of the development, primarily within public right-of-way. The work includes earthwork, grading, aggregate base installation, concrete and asphalt trail construction, drainage improvements, restoration, traffic control, and other associated appurtenances necessary to complete the project.
All sealed bids were due by 4 p.m. on Nov. 5, 2026 at the Clerk-Treasurer's Office or by 4 p.m. at the Board meeting. **Mayor Leichty** asked if there were additional bids to be submitted to the Board. There were none The Mayor then announced that the following bids were received:
• Niblock Excavating, Inc., Bristol, IN: $1,311,038.50 (base proposal); $590,016.00 (option 1 proposal)
• Phend & Brown, Inc., Milford, IN: $1,673,467.00 (base proposal); $583,111.00 (option 1 proposal)
Landis/Swartley made a motion to forward the bids to the City Engineering Department for review. The motion passed 5-0.

2) Legal Department request: Open a public hearing on the proposed Unsafe Building Average Process Expense, receive any comment, close the hearing and then adopt Resolution 2026-22, establishing an average processing expense of $1,880 under the Indiana Unsafe Building Law
Assistant City Attorney Don Shuler said that when the City or its contractor performs work required by an unsafe building order or public nuisance order, the owner liable for the cost of the work may also be liable for an average process expense that represents the typical costs incurred in taking the technical, administrative, and legal actions concerning typical unsafe premises. Per state statute, the Board must set that amount following a public hearing. Provided for the Board's consideration was **Resolution 2026-22**, which would establish this Average Processing Expense for Goshen. **Shuler** said Resolution 2026-22 would establish an expense of $1,880 per unsafe premise and that amount would be added as an additional amount to be recovered in situations where the City or a contractor it hired completed the work required by an enforcement order.

Shuler said the fee represents the average of typical expenses and costs incurred during the enforcement process, including title work, certified mailing, recording fees, Building Department and Legal Department staff time.
Notice of the public hearing on Resolution 2026-22 was published Oct. 23, 2026.
Mayor Leichty opened a public hearing on Resolution 2026-22. There were no comments.
Shuler asked then asked the Board to adopt the resolution.
Board member Landis asked at what point in the process would the fee be imposed. **Shuler** said the fee would apply after City staff brought a matter to the Board and it has issued an order and City staff would take action – and incur expenses – in addressing an unsafe condition or nuisance.
Landis/Swartley made a motion to adopt Resolution 2026-22, establishing an average processing expense of $1,880.00 under the Indiana Unsafe Building Law. The motion passed 5-0.

3) Engineering Department request: Authorize the Goshen Engineering Department to review and approve sidewalk, single lane, and full road closure requests in a timely fashion and consistent the Indiana Manual of Uniform Traffic Control Devices, without further action by the Board of Public Works and Safety
City Civil Engineer Brad Minnick told the Board that the request submitted to the Board should be tabled to allow for further discussion with the City Attorney to craft a resolution for the Board.
In a Nov. 5 memorandum to the Board, **Minnick** wrote that the City has experienced a substantial increase in requests for single-lane and full road closures. These requests are submitted to the Board and reviewed by the City Engineering Department for compliance with current Maintenance of Traffic standards.
To improve departmental efficiency and shorten response times for contractors and right-of-way permit applicants, **Minnick** said the Engineering Department was requesting authority to review and approve future sidewalk, single-lane, and full road closure requests without further action by the Board. He added that approved requests would continue to be posted on the City website and circulated internally by email or similar means.
After making his request to table this matter, Board members and City staff engaged in a detailed discussion about road closure requests, including past requests, how to balances the needs of residents and contractors and the most efficient ways to review and approve road closures.
Board member Landis talked about the limited amount of time the Board had in past years to consider road closure requests. He said often contractors used to come to the Board's meeting, without much advance notice, and were able to quickly secure approval for road closures requests. He said more public notice is now required.
While he was inclined to support this proposal, **Board member Landis** said road closures have often prompted substantial discussion from Board members. He added that he has sometimes wondered why certain road closures were carried out because of the resulting inconvenience to motorists. He suggested that perhaps there should be a Board review of requests that would affect Main Street or busy residential neighborhoods.
City Attorney Bodie Stegelmann said that while discussing this proposal Wednesday with Engineering staff, he suggested that it would be wise for the Board to consider and pass a resolution authorizing City staff reviews and approvals of road closures so there is a record of this action. He said the resolution could outline the standards and procedures for authorizing staff reviews and approvals. He added that some road closures that could have more of an impact on the public could still come before the Board for review and approval.
Mayor Leichty said she suggested the development of this proposal to speed the review and approval of closures when there were last-minute requests. She said she favored staff approvals of routine requests.
Board member Swartley said she also favored speeding up the process of reviewing and approving street closure requests. She said she sometimes encounters closures she doesn't remember were approved. She added that she would prefer to know in advance about closure approvals.
City Director of Public Works & Utilities Dustin Sailor said perhaps it would be best for City staff and Board members to discuss the draft resolution before formal Board consideration of the proposal.

Mayor Leichty asked if **Board member Landis** would be willing to review the resolution in advance and he agreed.
Clerk-Treasurer Aguirre summarized the current process of sidewalk and road closure requests that come before the Board for consideration. He said they originate from public or contractor requests submitted to the Clerk-Treasurer's Office, the Engineering Department or the Street Department, which can be confusing to the applicants.
Aguirre said he favored any change in procedures that could speed up the process for applicants and be more convenient to City staff and reduce the current confusion. He said the change could also speed approvals. Aguirre added that he trusted the Engineering Department to balance the needs of the public and applicants.
Board member Landis recalled a situation where a contractor completely blocked public access to a restaurant he owned on Pike Street. He said in that instance he was irritated and he has observed other cases in which here was inadequate coordination by contractors to provide needed road access for residents.
Mayor Leichty said in such cases residents could complain and the contractor could be cited for an ordinance violation. She said that perhaps this could be incorporated in a resolution.
Board member Landis said he would not be opposed to a resolution that would work for everyone and give the Engineering Department the ability to approval some road closures.
Landis/Swartley then made a motion to table the request by the City Engineering Department to review and approve sidewalk, single lane, and full road closure requests in a timely fashion and consistent the Indiana Manual of Uniform Traffic Control Devices, without further action by the Board of Public Works and Safety The motion passed 5-0.

4) Engineering Department request: Authorize the Mayor to sign the updated Recommendation for Acceptance form for the Wilden Avenue Reconstruction project for submission to the Indiana Department of Transportation

City Civil Engineer Brad Minnick asked the Board to authorize Mayor Leichty to sign the Recommendation for Acceptance form for the Wilden Avenue Reconstruction project.
Minnick said submission of this form to the Indiana Department of Transportation (INDOT) is required to formally close out the contract. The City previously provided a Recommendation for Acceptance, but dates were modified during INDOT's review and a revised form needs to be signed. **Minnick** said after reviewing the project and confirming its completion, City staff supported its acceptance.
Landis/Swartley made a motion to authorize the Mayor to sign the updated Recommendation for Acceptance form for submission to INDOT. The motion passed 5-0.

5) Engineering Department request: Approve and accept the 2026 Bridge Inspection Report as submitted by DLZ Indiana, LLC

City Civil Engineer Brad Minnick told the Board that at the Oct. 8, 2026, Board meeting, the Engineering Department submitted the 2026/2028 Bridge Inspection Report for Board review.
In December 2025, an agreement was established with DLZ Indiana, LLC to complete the City's bridge inspections for the years 2026 and 2028. According to a memorandum from the Engineering Department to the Board, DLZ completed the initial inspection, and on Oct. 8, the Engineering Department submitted draft copies for the Board of Works to review. These draft copies were accessible on the City's website for review.
The Engineering Department requested the Board's formal acceptance and approval of the report as presented by DLZ Indiana, LLC.
Landis/Swartley made a motion to approve and accept the 2026 Bridge Inspection Report as submitted by DLZ Indiana, LLC. The motion passed 5-0.

Privilege of the Floor (opportunity for public comment for matters not on the agenda):
Mayor Leichty opened Privilege of the Floor at 4:22 p.m. There were no public comments.

Approval of Civil City and Utility Claims
Mayor Leichty made a motion to approve Civil City and Utility claims and adjourn the meeting. Board member Swartley seconded the motion. The motion passed 5-0.

Adjournment
Mayor Leichty adjourned the meeting at 4:22 p.m.

APPROVED:

_____
Mayor Gina Leichty

_____
Mike Landis, Member

_____
Orv Myers, Member

_____
Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

CITY OF GOSHEN LEGAL DEPARTMENT
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November 13, 2025

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Open Proposals for Purchase of 65735 & 65753 State Road 15, Goshen

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The Redevelopment Commission has issued a Request for Proposals to Purchase Real Property for the real estate generally located at 65735 & 65753 State Road 15, Goshen. The first deadline for full-price offers was October 13, 2026, and no proposals were received. Per statute, the second deadline for any other offers is November 12, 2026, by 3:30 p.m., to be opened by the Board of Public Works and Safety.

Any proposals received should be opened, with the proposal's name and offer read aloud, and then the proposals referred to Redevelopment for further consideration.

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MEMORANDUM

To: Board of Public Works

From: Bodie J. Stegelmann

Re: Agreement with Teamsters Local Union No. 364

Date: November 12, 2026

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

Compensatory Time – Compensatory time shall accumulate on a rolling forty (40) hour accrual.

Health Insurance – The City will continue to pay 80% and the employee will continue to pay 20% of the weekly health insurance premium cost. The weekly premium rates are $552.40 effective January 3, 2027: not to exceed $574.50 effective January 2, 2028; and not to exceed $609.00 effective December 31, 2029.

Overtime - If it becomes necessary for an atypical work shift outside of a department's normal shift, seniority shall prevail with respect to qualifications as to who is offered or assigned to work the alternative shift. Work shifts will first be offered to those with the most seniority and assigned from bottom up if there are no volunteers.

Funeral Leave – Funeral Leave is now called Bereavement Leave.

Wages – Wages increase by 3.5% for 2027. Due to uncertainty as to the City's future tax revenue caused by legislative changes, the agreement contains level wages; however, either party may request to open wages for further negotiations for 2028 and 2028 by providing written notice to the other party of their intent to open discussion by May 15, 2027, for year 2028 and by May 15, 2028, for year 2029.

Translation Stipend - the City shall pay a Four Hundred Dollar ($400.00) yearly stipend to any bargaining unit employee who is called upon to translate a foreign language to English and English to a foreign language as a function of the employee's job duties so long as the employee possess and maintains certification as a translator through the American Translators Association.

Increment Pay – Increment Pay is now called Longevity Pay.

Longevity Pay – Longevity Pay is now called Legacy Pay.

Commercial Driver's License - The City shall pay an annual One Hundred Dollar ($100.00) stipend to all bargaining unit employees required to have a CDL and who maintain the CDL.

Effective Dates – The agreement is effective from January 1, 2027, through December 31, 2029.

Street Department Supplemental Agreement –

Shift Differential - An employee shall receive a Fifty Cent ($0.50) per hour shift differential pay for all hours the employee works outside of the daily schedule.

Certification Bonus - Street Department personnel shall receive Two Hundred Dollars ($200.00) per year for each of seven (7) job-related certifications obtained and maintained.

Cell Phone Stipend – The City shall pay a Cell Phone Stipend for those employees who, for substantial business purposes, are regularly required to use a cell phone to perform the employee's job duties and responsibilities.

Building and Grounds Supplemental Agreement –

Certification Bonus - Building and Grounds Department personnel shall receive a stipend of varying amounts for each of seven (7) job-related certifications obtained and maintained.

Wastewater Treatment Department Supplemental Agreement

Certification Bonus - Wastewater Treatment Department personnel shall receive Two Hundred Dollars ($200.00) per year for each wastewater treatment plant operator certificate or water plant operator license received.

On-Call - If an employee is responsible for the laptop computer and communication device on a day that the employee is scheduled to work, the employee will be paid Fifteen Dollars ($15.00) for the period from the end of the employee's workday until the beginning of the next workday or 7:00 a.m.

Water and Sewer Department Supplemental Agreement

Certification Bonus - Water and Sewer Department personnel shall receive an annual stipend for each water operator license or Mosquito/Pesticide Applicator Certification received.

On-Call - If an employee is responsible for the laptop computer and communication device on a day that the employee is scheduled to work, the employee will be paid Fifteen Dollars ($15.00) for the period from the end of the employee's workday until the beginning of the next workday or 7:00 a.m.

On-Call Duty and Emergency Response – An On-Call Duty and Emergency Response policy is adopted.

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

AGREEMENT BETWEEN

CITY OF GOSHEN

AND

TEAMSTERS LOCAL UNION NO. 364

EFFECTIVE DATES

JANUARY 1, 2027, THROUGH DECEMBER 31, 2029

AGREEMENT BETWEEN

CITY OF GOSHEN

AND

TEAMSTERS LOCAL UNION NO. 364

ARTICLE I	Purpose	2
ARTICLE II	Covered Employees	3
ARTICLE III	Union and Employee Rights	5
ARTICLE IV	Hours of Work, Overtime, Call-Back and Shift Differential	6
ARTICLE V	Holidays	10
ARTICLE VI	Group Health Insurance Plan	11
ARTICLE VII	Pension	13
ARTICLE VIII	Stewards	14
ARTICLE IX	Seniority	15
ARTICLE X	Lay-Off Procedures	16
ARTICLE XI	Recall	17
ARTICLE XII	Job Vacancies	18
ARTICLE XIII	Grievance and Arbitration Procedure	19
ARTICLE XIV	Uniforms	22
ARTICLE XV	Funeral Leave	23
ARTICLE XVI	Leave of Absence	24
ARTICLE XVII	No Strikes – No Lockouts	25
ARTICLE XVIII	Pay Days	26
ARTICLE XIX	Court Duties	27
ARTICLE XX	Wages	28
ARTICLE XXI	Discharge and Suspension	29
ARTICLE XXII	Vacations	31
ARTICLE XXIII	Pledge Against Discrimination and Coercion	33
ARTICLE XXIV	Sick Leave	34
ARTICLE XXV	Safety and Health	35
ARTICLE XXVI	Longevity Pay	36

ARTICLE XXVII Legacy Bonus 37
ARTICLE XXVIII Drug-Free Environment 38
ARTICLE XXIX Commercial Driver's License 39
ARTICLE XXX Schooling/Training 40
ARTICLE XXXI Separability and Savings Clauses 41
ARTICLE XXXII Tenure of Agreement 42
ARTICLE XXXIII Street Department Supplemental Agreement 43
ARTICLE XXXIV Buildings and Grounds Department Supplemental Agreement 45
ARTICLE XXXV Wastewater Treatment Department Supplemental Agreement 47
ARTICLE XXXVI Water and Sewer Department Supplemental Agreement 50
ARTICLE XXXVII Central Garage Supplemental Agreement 55
EXHIBIT A - Disciplinary Sanctions 58
EXHIBIT B - City of Goshen, Indiana Drug-Free Workplace Policy 62
EXHIBIT C - Employment Categories 64
EXHIBIT D - 2027 Wages 65
EXHIBIT E - 2028 Wages 66
EXHIBIT F – 2029 Wages 67

AGREEMENT BETWEEN

CITY OF GOSHEN

AND

TEAMSTERS LOCAL UNION NO. 364

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

ARTICLE I Purpose

(A) This agreement has been entered into by and between the parties in a mutual and voluntary effort to promote and establish sound labor relations.

(B) The parties, in accepting this agreement, recognize and accept the mutual responsibilities of the agreement and will make all efforts necessary to maintain efficient and equitable operating and working relationships.

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

(D) It is recognized that the Union, as the exclusive representative of all unit employees, regardless of whether an individual employee is a Union member or not, owes the same duty of representation to all unit employees and provides services to all unit employees. Therefore, all unit employees shall, within sixty (60) days of their date of hire, pay a collective bargaining contract representation fee to the Union in an amount equal to the actual cost to the Union of its representation of all unit employees. The Union agrees that the representation fee paid by non-Union members will not exceed the dues paid by the Union members, reduced by the amount of the Union members' dues resulting from activities not chargeable to non-Union members according to Indiana law.

(E) The employee shall pay one-twelfth (1/12) of the annual representation fee or the annual Union dues, whichever is applicable, each month commencing on the first day of the calendar month following the sixtieth (60th) day of the employee's employment. The Employer shall deduct from the employee's wages the amount of the monthly dues or representation fee, provided that the employee submits an authorization form to the City. Nothing in this agreement shall be construed to require any employee to execute an authorization form. The Employer will notify the Union of the names of all employees in the bargaining unit who do not execute authorization forms or who revoke previously executed authorization forms.

(F) The Union, on its own and not on behalf of the City of Goshen, may take such action as it deems appropriate to collect its representation fee from those persons who refuse to authorize payroll deductions, or who otherwise refuse to pay the representation fee.

(G) The Union agrees to indemnify the Employer and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that should arise out of or by reason of this Article.

ARTICLE II Covered Employees

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

(B) The Union shall represent, and this agreement shall apply to the following departments and job classifications of the City of Goshen:

(1) Departments.

(a) Street Department

(b) Buildings and Grounds Department

(c) Wastewater Treatment Department

(d) Water and Sewer Department

(e) Central Garage

(2) Job Classifications.

(a) Mechanic

(b) Mechanic Assistant

(c) SCADA Operator Technician

(d) Wastewater Treatment Operator

(e) Water Plant Operator

(f) Meter Service Technician

(g) Sewer Maintenance Technician

(h) Wastewater Maintenance Technician

(i) TVI Specialist

(j) Water and Sewer Construction and Distribution Technician

(k) Inspector Crew Technician

(l) Heavy Equipment Operator

(m) Paint and Sign Technician

(n) Water Treatment Operator

(o) Assistant Water Treatment Operator/Maintenance Technician

(p) Buildings and Grounds Maintenance

(q) Light Equipment Operator

(r) Park Ranger/Pavilion Manager and Maintenance

(C) Any employee who works thirty (30) hours or more per week on average shall be considered a full-time employee unless the position which the employee is filling exists no more than six (6) months a year.

(D) City may create new Union job classifications by ordinance, provided that any new position which is added calls for substantially different duties than the current job classifications.

ARTICLE III Union and Employee Rights

(A) Except as otherwise expressly provided in this agreement, the City reserves to itself the exclusive right to determine who and how many persons it will employ, the manner in which the employees shall do their work, the manner in which the employees will conduct themselves during the working hours or while on City property, and the character of the organization required for the most effective performance of the work. Employment shall be on the basis of qualifications in accordance with City selections, procedures, and standards. The City shall have the right, subject to the terms of this agreement, to hire, lay-off, classify, assign, transfer, promote, discipline, or discharge the City's employees. The City reserves the right to publish reasonable rules and regulations from time to time as it deems necessary for the proper conduct of the City's business, provided that the rules and regulations are not inconsistent with the terms of this agreement.

(B) A new employee will be on probation for a period of sixty (60) consecutive calendar days from the date of the new employee's hire and may be laid off or discharged before the expiration of that period without cause or without recourse. There will be no obligation to recall or reinstate an employee laid off or discharged during the new employee's probationary period. Union and Employer shall, by agreement, have the right to extend the probationary period for up to sixty (60) additional days.

(C) In the event that there is subsequently enacted collective bargaining or related state legislation with respect to labor related issues covered herein, it is understood and agreed that this agreement and prior agreements and practices are nonprecedent-setting for either party with respect to any issues that may arise under such legislation. It is further understood that in the event the Employer is required to recognize the Union as a result of or pursuant to further enactments of a state statute requiring collective bargaining or by meet and confer legislation, the Employer shall not be grandfathered into bargaining on all issues contained herein, but shall only be required to bargain on issues required, provided that the requirements of the state statute are met.

(D) Union and Employer agree to work together to obtain the punctual and steady attendance of the Employer's employees, to promote performance of work in an efficient and economical manner, and to improve employee conduct on the job. To this end, the Union agrees to support all written reasonable rules and regulations established by the Employer which are not in conflict with this agreement. Specifically, the Union agrees to cooperate with the Employer in maintaining and improving safe and sanitary conditions, and maintaining and safeguarding the equipment, supplies, materials, vehicles, machinery, buildings, and other property used by the employees in connection with their work assignments.

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

(A) **Hours of Work**.

(1) Normal Work Schedule.

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

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

(2) "Hours Worked."

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

(3) Vacation Leave as Hours Worked.

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

(B) **Overtime**.

(1) Overtime Compensation.

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

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

(2) Compensatory Time.

Employees shall be allowed to accumulate up to forty (40) hours compensatory time. Compensatory time shall accumulate on a rolling forty (40) hour accrual.

The employee may elect to be paid any accumulated compensatory time in excess of forty (40) hours, with Department Head approval, taking into account budgetary issues. No employee shall accumulate more than two hundred forty (240) hours of compensatory time representing one hundred sixty (160) hours of actual overtime worked. All overtime in excess of two hundred forty (240) hours shall be paid in cash.

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

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

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

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

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

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

(D) **Call-In**.

(1) A call-in is when an employee is required to work for a period of time which creates a gap between the "call-in" period and the rest of the consecutive hours the employee worked. For this purpose, time off for lunch or other meals is not considered a gap.

(2) When an employee is called in to work outside the employee's normal shift and the call-in does not create a gap, the employee will be paid the employee's regular rate of pay unless the employee has accumulated ten (10) consecutive hours for any consecutive work period without a gap or forty (40) hours for any work week.

(3) When an employee is called in to work which creates a gap, or is ordered to work on a scheduled day off, the employee will receive the greater of the following:

(a) The pay to which the employee is entitled for the hours the employee worked at the applicable (regular or overtime) hourly rate; or

(b) A minimum of three (3) hours of pay at the employee's regular hourly rate for the gap or call-in on a scheduled day off.

(4) Street Department employees will receive payment in accordance with Street Department Supplemental Agreement paragraph (A) if it is more advantageous to the employee.

(5) Listed holidays and floating holidays will count towards the forty (40) hours for the purpose of this paragraph.

(6) An employee must report for work as quickly after notification as possible. If an employee reports for work more than sixty (60) minutes after notification, the guaranteed three (3) hours of pay will be reduced for every minute in excess of sixty (60) minutes that the employee reports for work after the initial contact. However, the employee will not be docked for any time that the employee actually works.

(E) **Shift Differential**.

(1) A Thirty-five Cent (35¢) per hour shift differential will be calculated on an employee's regular and overtime hourly rate of pay. This shift differential will be paid to those employees whose starting time for a normally scheduled workday is between 3:00 p.m. and 5:00 a.m. of the following day.

(2) All employees having a shift differential as part of their normal hourly rate of pay will receive that rate of pay when called back to work or is called back to work after completing their normal shift.

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

(1) The Employer shall assign overtime on a rotational basis with the overtime being first offered to those employees who have the least overtime accumulated within the department and job classification, provided that they are qualified to perform the task for which the overtime is required. The goal is to disperse overtime as equally as possible by job classification throughout the year, which shall commence on January 1. If two (2) or more employees have an equal amount of overtime hours within the job classification and department where the overtime is offered, the City will offer the overtime first to the most senior employee within the job classification.

(2) An employee who is offered overtime but refuses it will be considered to have worked the offered overtime for the purpose of assigning future overtime. An employee is offered overtime when the employee is personally asked to work overtime or if the employee is assigned a beeper and does not respond to the page.

(3) In the event there are insufficient employees within the job classification willing to work to meet the City's manpower needs, then the employees within the job classification with the least seniority who are qualified to perform the overtime task and who can be personally contacted must work.

(4) If the Employer cannot contact sufficient employees within the job classification to meet the City's manpower needs, the Employer will offer the overtime to those employees with the least amount of accumulated overtime within the rest of the department, provided that they are qualified to perform the task for which the overtime is required.

(5) If there are insufficient employees within the remainder of the department willing to work to meet the City's manpower needs, then the employees with the least seniority within the department who are qualified to perform the overtime task and who can be personally contacted must work.

(6) The Employer shall post a list on the department bulletin board showing the number of hours of overtime worked for each employee by job classification at the end of each pay period.

(7) A new hire or transfer in any job classification will be credited with overtime equal to the highest employee within the employee's new job classification at the time of such employee's hire or transfer.

(8) Any employee who is on vacation will not be called out unless an emergency exists or that person states that the employee will be available for work. An employee who is on vacation will not be charged with overtime work if the employee declines to work. Any person who has been absent due to illness will not be called out.

(9) It is the policy of the City of Goshen to give its employees as much notice of the requirement to work overtime as the conditions and circumstances allow if at all possible. An employee will be informed of the necessity to workdays outside that employee's normal work at the beginning of the work week. However, both the Union and the Employer recognize that sometimes such notice is impossible because of a variety of circumstances. Likewise, times will arise when an employee is notified that the employee will be required to work overtime, but due to a change in circumstances, the overtime may have to be canceled at the last minute.

(10) If a job is started before the end of the workday and the supervisor in charge of the job reasonably believes the job can be completed within two (2) hours, the crew currently working on the job may voluntarily stay on the job until its completion without reference to the amount of accumulated overtime worked by other employees within the department or job classification, and without regard to seniority.

(11) City may deviate from the procedure to assign overtime described in this section if an emergency situation exists and the normal overtime assignment procedure will not allow the City to respond in a reasonable fashion. An emergency situation exists if it is determined, in the opinion of the person responsible for assigning overtime, that immediate action is necessary to avoid a real risk of personal injury, or damage to personal property.

(12) If an employee has worked sixteen (16) hours in any workday or twenty-four (24) hours in any forty-eight (48) hour period, the employee may turn down overtime without being considered to have worked such rejected overtime for the purpose of assigning future overtime.

(13) All employees will provide their supervisor with a working cell phone number or working land phone number where they can normally be reached.

(G) **Timecards.**

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

ARTICLE V Holidays

(A) Each employee shall have holidays each calendar year as established by the Goshen Common Council in the annual ordinance for Compensation for Civil City and Utilities Employees. Each employee working a full year shall have at least twelve (12) holidays in a given year – if the Goshen Common Council recognizes less than twelve (12) holidays in a given year, each employee shall have floating holiday(s) to the extent that the sum of the holidays established by the Goshen Common Council, plus an employee's floating holiday(s)s equal twelve (12). If an employee is hired mid-year, the employee shall have the holidays remaining in the calendar year.

(B) If employees are required to work any of the holidays established by the Goshen Common Council, the employee will receive one and one-half (1½) times their regular rate of pay for such work in addition to the holiday grant. For the purpose of applying this paragraph, the actual holiday must be worked, not the day taken off by the rest of the City. For example, if Christmas falls on Saturday and the holiday is taken on Friday by most City employees, the employee must work Saturday, Christmas day, in order to be entitled to one and one-half (1½) times their regular rate of pay for such work, in addition to the holiday grant.

(C) Each employee shall be entitled to forty (40) hours as floating holidays per calendar year. In the event an employee commences employment after January 1 but before July 1, the employee shall be entitled to sixteen (16) hours as floating holidays in the first partial year of employment ending December 31. In the event an employee commences employment after July 1, the new employee is not entitled to any floating holidays in the first partial year of employment ending December 31. Floating holidays may be taken in increments of one (1) hour. Employees may schedule a floating holiday as long as staffing is available to cover the employee.

(D) Holidays will be considered "hours worked" for the purpose of computing overtime.

(E) Employees are entitled to holiday pay after their first thirty (30) days of employment.

ARTICLE VI Group Health Insurance Plan

(A) If the City of Goshen offers insurance coverage to Police, Fire, or non-Union employees substantially different than the insurance coverage given to the Teamster's employees, City will offer Teamsters the same terms and conditions offered to the other union or employee group. Substantially different coverage does not include coverage offered to Police or Fire employees due to statutory requirements such as first day coverage or retiree coverage. It does not include coverage offered to Police or Fire Unions resulting from the City and the Police or Fire Unions failure to reach an agreement and reversion to the terms of last year's contract.

(B) The City will contribute to the Central States, Southeast and Southwest Areas Health and Welfare Fund the amount required for C6 Benefit Plan for each employee performing work covered under this agreement who has been on the payroll for thirty (30) calendar days except as limited below. City agrees to provide each full-time employee as defined in Article II with Central States, Southeast and Southwest Areas Health and Welfare Fund C6 Benefit Plan or its successor provided the employee has been on the payroll for thirty (30) calendar days and Central States offers the Plan to the City at no more than the following rates:

(1) Five Hundred Fifty-Two and 40/100 Dollars ($552.40) per week (including the employee's contribution) for each employee effective January 03, 2027.

(2) An amount not to exceed Five Hundred Seventy-Four and 50/100 Dollars ($574.50) per week (including the employee's contribution) for each employee effective January 02, 2028.

(3) An amount not to exceed Six Hundred Nine and 00/100 Dollars ($609.00) per week (including the employee's contribution) for each employee effective December 31, 2028.

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

(D) The contribution rates specified above are maximum rates. In the event the rate eventually adopted by the Trustees for the Benefit Plan is less than the rate specified above, the City shall only be required to pay the rate adopted by the Trustees. The Trust Agreement of the Central States, Southeast and Southwest Areas Health and Welfare Fund is incorporated into this agreement, and the City agrees to be bound by that agreement if City elects to have Central States provide its insurance coverage.

(E) Contributions shall be paid on behalf of each full-time employee covered by the collective bargaining agreement for each contribution period such employee is entitled to receive compensation, including overtime pay, holiday pay, disability or illness pay, lay-off or severance pay, vacation pay, or the payment of wages or benefits for any other reason.

(F) If an employee receives no wages due to an absence caused by an illness or off-the-job injury, the City shall continue to pay contributions as long as the employee is entitled to sick pay under this agreement or policy of the City. If an employee is receiving no wages due to an absence caused by an on-the-job injury, the City shall continue to pay contributions until

such time as the employee is no longer entitled to any payment under the terms of this agreement, policy of the City, under the laws of the State of Indiana or under the laws of the United States.

(G) City is obligated for the full amount of any contribution regardless of whether the City receives reimbursement from the employee.

(H) City will pay eighty percent (80%) of each Union employee's health insurance cost each pay period. The employee contribution per pay period will be twenty percent (20%) of the cost of the health insurance.

ARTICLE VII Pension

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

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

ARTICLE VIII Stewards

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

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

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

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

ARTICLE IX Seniority

(A) **General.**

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

(B) **Loss of Seniority.**

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

(1) When a laid-off employee fails to give notice of the employee's intention to return to work within three (3) working days after the Employer has sent to the employee's last known address a certified letter requesting him to return to work;

(2) When the employee gives affirmative notice but fails to return to work on the specified date and time of recall;

(3) When the employee resigns from the employee's employment with the Employer and is not reemployed by City within thirty (30) calendar days of such resignation;

(4) When an employee is discharged in conformity with this agreement;

(5) When an employee is laid off or on medical leave for more than two (2) years;

(6) When an employee receives total permanent disability compensation; or

(7) When an employee retires and/or accepts a pension from the Public Employee's Retirement Fund.

An employee leaving a Union position for a non-Union position within the City for longer than one (1) year, but who maintains a position with City and returns to a Union position after the one (1) year period will maintain City seniority for benefits but will lose department and Union seniority for all other matters.

(C) **Transfer of Seniority Within the Department.**

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

(D) **Atypical Shifts.**

If it becomes necessary for an atypical work shift outside of a department's normal shift, seniority shall prevail with respect to qualifications as to who is offered or assigned to work the alternative shift. Work shifts will first be offered to those with the most seniority and assigned from bottom up if there are no volunteers.

ARTICLE X Lay-Off Procedures

(A) **Lay-Off Seniority.**

(1) Strict departmental seniority shall prevail in lay-offs of employees within their departments, provided there is at least one (1) Union employee who is qualified and willing to perform the job assignment previously performed by the employee who is designated for lay-off.

(2) An employee designated for lay-off who has bid to a new department within two (2) years of the lay-off may, at the employee's option, return to their previous department and position held prior to the move provided the employee designated for lay-off has more City-wide seniority than that person filling the position that the employee vacated.

(B) **Filling Vacant Positions.**

(1) The City agrees to offer all vacant Teamster positions to any laid-off Teamster employee who is qualified to perform the duties of the vacant position before filling a job vacancy with a non-bargaining unit employee within the provisions of Article XII (Job Vacancies) of this contract.

(2) It is also agreed that a lay-off of actively working full-time employees will not occur while part-time employees are working in the specific department affected by the lay-off. However, any employee who is on limited duty is not considered as working full-time for the application of this Article.

ARTICLE XI Recall

(A) **Recall Roster.**

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

(B) **Recall Procedure.**

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

(C) **Employee Recall Rights and Obligations.**

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

(D) **Notice of Recall.**

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

(E) **City Records.**

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

ARTICLE XII Job Vacancies

(A) **Vacant and New Positions.**

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

(B) **Qualifications for Jobs.**

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

(C) **Promotion.**

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

(D) **Transfer.**

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

(E) **Trial Period.**

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

ARTICLE XIII Grievance and Arbitration Procedure

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

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

(1) First Step.

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

(2) Second Step.

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

(3) Third Step.

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

(4) Fourth Step.

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

(b) If an arbitrator is requested, the City shall select seven (7) persons from the Indiana Commission of Continuing Legal Education Directory of Registered Mediators who are practicing in the general area of contracts and who are located within fifty (50) miles of Goshen, Indiana. The Union will select one (1) person from the list of seven (7) to be the arbitrator. The Union has the right to reject the entire panel selected by City once. If rejected, City must

select another panel of seven (7) without using any of the names in the original panel. The parties further agree that they will be bound by the factual determinations of the arbitration.

(c) The cost of the arbitration shall be paid initially by the City of Goshen within thirty (30) days after the arbitrator's decision is submitted. However, if the Union is the losing party in the arbitration, the Union shall reimburse the City for such costs within thirty (30) days of the City's payment of the arbitration cost. Any arbitrator selected may refuse to serve without showing cause for such refusal.

(d) Upon accepting the appointment to serve, the arbitrator shall meet with all attorneys of record and/or the Union representative to set a time and place for an arbitration hearing.

(e) Unless otherwise agreed, all documents the parties desire to be considered in the arbitration process shall be filed with the arbitrator and exchanged no later than fifteen (15) days prior to any hearings related to the matter set forth in the submission. Documents may include medical records, bills, records, photographs, and other materials supporting the claim of the party. Any objection to admissibility of any document shall be filed at least five (5) days prior to the hearing. If no objection is made within the five (5) day period, all objections are deemed waived. In addition, no later than five (5) days prior to the hearing, each party may file with the arbitrator a brief setting forth its factual and legal positions as to the issues being arbitrated. If such briefs are filed, they shall be served upon the opposing party or parties. The parties may alter the filing deadlines in their arbitration agreement.

(f) Thirty (30) days before an arbitration hearing, each party shall file a list of witnesses and documentary evidence to be used, if any.

(g) Traditional rules of evidence need not apply with regard to the presentation of testimony. As permitted by the arbitrator, witnesses may be called. The parties may make oral presentations of facts supporting a party's position, and arbitrators are permitted to engage in critical questioning or dialogue with the representatives of the parties. In this presentation, the representatives of the respective parties must be able to substantiate their statements or representations to the arbitrator. Arbitration proceedings shall be considered settlement negotiations and shall not be opened to the public unless required by the law of the State of Indiana.

(h) Within twenty (20) days after the hearing, the arbitrator shall file a written determination of the arbitration proceeding in the pending litigation and serve a copy of this determination on all parties participating in the arbitration. The Court shall issue judgment on the arbitrator's determination.

(i) Upon petition by either party, the arbitrator may impose sanctions against the party who fails to comply with the arbitration rules, which sanctions shall be limited to the assessment of arbitration costs and/or attorney's fees relevant to the arbitration process.

(C) The Court shall have no authority to add to, detract from, or in any way modify the terms of this agreement; nor affect any wage rates as set out in the City ordinance; nor award any damages, other than back pay, and any such award shall be limited to the amount of wages the employee would have earned had the contract been properly construed by the Employer, less any interim earnings.

(D) Time limits may be extended by mutual agreement in writing by the Union and the Employer.

(E) If the Union or employee fails to appeal any answer given by the Employer within the time limits provided in this procedure, then the grievance shall be determined final and settled in accordance with the response of the Employer. In the event that the Employer fails to respond to the grievance in accordance with the time limits, it shall be incumbent upon the Union or employee to appeal to the next level of the grievance procedure within the latter of ten (10) days or the time period established by the applicable paragraph.

ARTICLE XIV Uniforms

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

ARTICLE XV Bereavement Leave

(A) In the event of a death in an employee's immediate family, the employee shall be entitled to be paid and absent from work for a period of twenty-four (24) consecutive working hours which must include the day of the funeral unless the funeral falls on a day that the employee is not scheduled to work. If the funeral falls on such a day, the bereavement leave taken must be a combination of workdays immediately following or immediately preceding the funeral. Funeral includes wakes, cremation services, remembrance services, or other celebrations of life (after the person's death).

(B) An employee shall be entitled to time off with pay to attend the funeral of a co-worker or relative who is not a member of the employee's immediate family, provided that staffing allows and such leave does not total more than twenty-four (24) hours in any calendar year.

(C) "Immediate Family" means husband, wife, son, daughter, stepson, stepdaughter, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, spouse's grandparents, grandchildren, or other relatives or ward who resided with the employee at the time of the person's death.

(D) A co-worker shall be an employee of the same department of the City of Goshen at the time of death as employee requesting the leave.

(E) An employee will not be eligible to receive paid bereavement time benefits while scheduled off or absent from work because of vacation, designated or floating holiday, or sickness (paid or unpaid).

(F) The department head of an employee shall have the discretion to grant unpaid funeral leave for an employee to attend the funeral of an employee of the City of Goshen outside of the department.

ARTICLE XVI Leave of Absence

(A) An employee will be granted a leave of absence without pay and without discrimination or loss of seniority rights for justifiable reasons acceptable to the Goshen Board of Public Works and Safety. The maximum leave of absence, except in cases of compulsory military service or leave under the Family and Medical Leave Act, shall be thirty (30) days. Such leaves may be extended for like periods by granting written permission for such extensions by the Employer and the Union. During the period of absence, the employee shall not engage in any gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved and in termination of employment. Seniority shall be frozen during leaves of absence over thirty (30) days, except in cases involving military service or on-the-job injury.

(B) If the leave of absence requested qualifies as leave under the Family and Medical Leave Act or any other state or federal regulation, the Employer shall comply with such regulation. In the event an employee qualifies and is approved for FMLA, the employee shall have the option to use any paid time off available to him/her during the absence.

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

(1) Compensatory time

(2) Sick leave

(3) Float leave

(4) Vacation leave.

ARTICLE XVII No Strikes – No Lockouts

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

ARTICLE XVIII Pay Days

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

ARTICLE XIX Court Duties

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

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

ARTICLE XX Wages

(A) Any employee who replaces an employee in a higher job classification at the direction of a Department Head for any period of time while the absent employee is on vacation, sick leave, or other extended leave of absence shall receive pay in the higher job classification as long as the employee fills the role of the absent employee. This shall include filling in for higher paid Union members as well as higher paid supervisory positions.

(B) To be considered filling in for supervisory personnel, an employee must fulfill substantially all of the supervisor's duties, including job site duties, payroll, scheduling, purchasing, and other regular managerial duties of the replaced supervisor.

(C) An employee who regularly spends a portion of the year in one (1) job classification and part of the year in another job classification will be paid according to that job classification in which the employee spends the greatest portion of the year.

(D) An employee will be provided a listing of accrued vacation time, compensatory time, floating holidays, and sick leave at least once every three (3) months. If the employee's pay stub continues to show accrued vacation leave, compensatory time, float leave and sick leave, no other listing of accrued leave is necessary. In addition, the Employer shall make this information available to the employee and the employee's Union steward within a reasonable time after the employee's specific request for such information.

(E) The Union job classifications shall be paid according to the pay categories set forth in Exhibit C and at the rates as set forth in Exhibit D through F. Recent State of Indiana legislative changes have significantly reduced City tax revenue and made it very difficult to estimate funds that might be available for raises for 2028 and 2029. Given these circumstances, either party may request to open wages for further negotiations for 2028 and 2029, by providing written notice to the other party of their intent to open discussion by May 15, 2027, for year 2028 and by May 15, 2028, for year 2029.

(F) City, at its discretion, may elect to have any number of employees assigned to any given job classification, including the right to assign no employees to given job classification.

(G) In addition to an employee's regular hourly rate, the City shall pay a Four Hundred Dollar ($400.00) yearly stipend to any bargaining unit employee who is called upon to translate a foreign language to English and English to a foreign language as a function of the employee's job duties so long as the employee possess and maintains certification as a translator through the American Translators Association.

ARTICLE XXI Discharge and Suspension

(A) The Employer shall not discharge nor suspend any employee without just cause, but an employee may be disciplined for a violation of any rules set out in this Article in accordance with the procedures established in this agreement.

(B) An employee who is arrested for a felony offense may be suspended without pay until such time as the employee is convicted, a guilty plea is accepted by the Court, the charge is dismissed, or the employee is exonerated. If the employee is convicted of a felony or if the employee pleads guilty to a felony, the employee may then be discharged. If the employee is convicted of or pleads guilty to a misdemeanor, the City may discharge, suspend, or otherwise reprimand an employee as appropriate under the circumstances. If the employee is exonerated or if the charge is dismissed, the employee shall be returned to the employee's prior position unless other provisions of this Article warrant discharge or further suspension. The employee shall have no claim for back pay during the period of suspension.

(C) An employee who is arrested for a misdemeanor offense may be suspended without pay until such time as the employee is convicted, a guilty plea is accepted by the Court, the charge is dismissed, or the employee is exonerated if the Employer reasonably determines that the nature of the allegations made against the employee or the publicity and public reaction to the employee's arrest significantly impairs the ability of the employee to continue to perform the employee's job in an effective and non-disruptive manner. If the employee is convicted or pleads guilty to a misdemeanor, the City may discharge, suspend, or otherwise reprimand the employee as appropriate under the circumstances. If the employee is exonerated or if the case is dismissed, the employee shall be returned to the employee's prior position unless other provisions of this Article warrant discharge or suspension. The employee shall have no claim for back pay during the period of any suspension.

(D) An employee who is found not guilty of all criminal charges after a jury trial is entitled to back-pay for the period of the employee's suspension. The back-pay award should be reduced by all the employee's earnings during the suspension which include unemployment benefits, insurance benefits, and other similar benefits. The employee is not entitled to backpay if the charges are dismissed, not pursued after a hung jury, or not prosecuted for any other reason.

(E) An employee who reports to work or works under the influence of any intoxicating beverage, narcotic, hallucinogenic drug, controlled substance, or illicit prescription drug, or who possesses or uses such substances while on City property or while working for the City may be discharged. However, an employee who volunteers to participate in a recognized and accredited in-house alcohol or drug rehabilitation program prior to the initiation of any disciplinary action or criminal charges will not be discharged from employment as long as satisfactory progress in such program is maintained and the employee satisfactorily completes the program. The employee will only be allowed one (1) time to participate in such programs. However, the employee may still be discharged even if the employee successfully completes the program if the employee is ultimately convicted or pleads guilty to a felony charge.

(F) If an employee is suspected of being under the influence of alcohol or drugs, the Employer may request that the employee submit to a breathalyzer, urine, and/or blood test. If an

employee refuses to submit to a breathalyzer, urine, and/or blood test, the employee may be discharged. Any employee required to hold a commercial driver's license (CDL) agrees to submit to random drug and alcohol testing in accordance with the City's written policy.

(G) An employee who commits the following offenses may be discharged from the employee's employment with the City of Goshen after the employee has been given written notification of the offense committed and a brief summary of the facts substantiating the City's conclusion that the offense was committed.

(1) An employee who steals from the City of Goshen or any City employee.

(2) An employee who possesses or uses firearms, fireworks, or any other weapon on City property.

(3) An employee who intentionally damages City property or the property of a City employee.

(4) An employee who falsifies any City document or record, including a job application.

(5) Any employee who engages in gainful employment while on a leave of absence without written authorization to do so.

(6) An employee who intentionally strikes a supervisor.

(7) An employee who knowingly punches another employee's timecard or time record, has someone else punch the employee's timecard or time record, or in any way alters the timecard or time record for any reason.

(8) An employee who uses City equipment for personal purposes without authorization.

(9) An employee who removes City property from the City without authorization.

(H) Any employee violating any of the following rules will be given a written statement identifying the rule violated and a brief statement of facts substantiating the violation, except in the case of a verbal warning. If a verbal warning is issued, the department head shall advise the employee of the rule violated, and the employee shall notify the Union steward that the warning was issued. The warning will also be noted in the employee's personnel file, where it will remain for two (2) years. After two (2) years, the violation will be removed from the personnel file and will not be considered for the purposes of any subsequent disciplinary proceedings. The employee may request that the Union steward accompany him when any sanction is given to him by any person representing the City of Goshen. The maximum sanction for each violation is set forth in Exhibit A attached to this agreement.

(I) To be considered a second, third, or fourth offense, the subsequent offense must have occurred within two (2) years of the first offense.

(J) An employee who accumulates three (3) or more unrelated offenses within a twelve (12) month period may be discharged. Offenses that result in no more than a verbal warning will not be counted toward this total. All layoffs will be without pay.

(K) Any employee disagreeing with the action of the City may submit a grievance through the grievance procedures established in this agreement. However, the person hearing the grievance shall be limited to considering whether or not the employee violated the work rule and whether the City had the discretion to take the action it did under the terms of this agreement.

ARTICLE XXII Vacations

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

Length of Service	Vacation
One (1) Year	Forty (40) Hours
Two (2) Years	Eighty (80) Hours
Five (5) Years	One hundred twenty (120) Hours
Ten (10) Years	One hundred sixty (160) Hours

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

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

(C) Vacation will normally be taken in units of at least forty (40) hours. However, an employee may take all but eighty (80) hours of the employee's vacation allowance in separate four (4) hour segments, subject to Department Head Approval and adequate staffing on the days the employee seeks to use the vacation. Whenever possible, employees should take their total vacation. Pay in lieu of vacation will not be granted unless staffing requirements will not allow an employee to use the employee's vacation, and only with the approval of the Mayor.

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

(1) Resignation with a minimum of two (2) weeks' notice;

(2) Release of the employee, including termination of grant;

(3) Retirement; or

(4) Death of an employee (paid to the estate of the employee).

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

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

(F) Vacations will be scheduled by department heads in January for the year. The department head may establish those periods of the year in which no vacations may be taken due to

staffing requirements, but no vacation request will be unreasonably denied. Vacations will be scheduled during the remaining weeks on the basis of seniority according to the following procedure:

(1) The employee with highest seniority in the department may first select two (2) one-week periods, which may be consecutive if the employee chooses. The employee with next-highest level of seniority in the department may then select the employee's two (2) one-week periods. This process shall continue until all employees in the department entitled to vacation have selected two (2) one-week periods.

(2) Those employees entitled to at least one hundred twenty (120) hours of vacation may then make their third one-week selection with the employee having the highest seniority selecting a one-week period first.

(3) Those employees entitled to a total of one hundred sixty (160) hours of vacation may then make their final one-week selection with the employee having the highest seniority selecting a one-week period first.

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

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

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

ARTICLE XXIII Pledge Against Discrimination and Coercion

(A) The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, disability, or political affiliation, all as required by law. The Union shall share equally with the Employer the responsibility for applying this provision.

(B) All reference to employees in this agreement shall designate both sexes, and wherever the words his, her, their, them, employee, employees, and other pronouns are used, said words shall be construed to include both the male and female gender.

(C) The Employer and the Union recognize the legal obligations to make reasonable accommodations for certain employees with disabilities as legally recognized under applicable federal law. The Employer and an employee with a disability may agree to a part-time or modified work schedule without violation of this agreement. If a reader, interpreter, or other personal assistant is provided by or for an employee with a disability, such reader, interpreter, or other personal assistant is excluded from the bargaining unit covered by this agreement.

(D) The Union agrees not to intimidate or coerce the Employer in an effort to recruit membership to the Union.

ARTICLE XXIV Sick Leave

(A) Each employee shall earn sick (6) hours of sick leave for each month of service (seventy-two (72) hours of sick leave per year) beginning with the date of employment.

(B) An employee who has accumulated two hundred forty (240) hours of sick leave may sell up to thirty-two (32) hours of sick leave back to City during January of each year at a rate of Seventeen and 50/100 Dollars ($17.50) per hour provided that the sell back does not reduce the accumulated sick leave to less than two hundred forty (240) hours.

(C) An employee leaving City employment who has more than ten (10) years longevity with the City of Goshen will be paid for all unused accumulated sick leave in excess of four hundred eighty (480) hours to a maximum of two hundred forty (240) hours paid if the employee is in good standing with the City of Goshen at the time the employee gives notice to terminate the employee's employment, and if a four (4) week written notice of the intent to terminate the employee's employment is given to the City of Goshen.

(D) Any employee who has worked for more than ten (10) years is entitled to be paid for unused accumulated sick leave in excess of four hundred eighty (480) hours to a maximum of two hundred forty (240) hours paid if the employee is in good standing at the time City terminates the employee's employment.

(E) An employee who elects to leave the employee's employment or is terminated by City while the employee is in good standing shall be paid for the sick leave eligible to be paid under the terms of this Article at the hourly rate the employee was receiving at the time the employee elected to leave City employment or was terminated by City.

(F) Sick leave shall be paid for employee's physical or mental illness, injury, or health condition. An employee may also use accrued sick leave for paid time off work to provide care to the employee's spouse, domestic partner, child, parent or sibling who is experiencing an illness, injury or other health condition, or seeking the medical diagnosis, care or treatment (including preventative medical treatment, dental care and optometric care) of a physical or mental illness, injury or other health condition.

(G) There is no requirement for a doctor's note if the employee misses less than three (3) consecutive days unless the department head has a reasonable belief that the employee is misusing sick time. A department head may take the following patterns of use into consideration in determining if an employee has misused sick time:

(1) Use of unscheduled sick time before and/or after weekends or regular days off.

(2) Use of unscheduled sick time before and/or after holidays.

(3) Use of unscheduled sick time before and/or after vacations.

(4) Excessive absenteeism; and

(5) A continued pattern of using sick leave almost as soon as it is earned.

ARTICLE XXV Safety and Health

(A) The Employer shall establish and maintain conditions of work which are reasonably safe and healthful for employees and free from recognized hazards that are causing or likely to cause death or serious physical harm to employees.

(B) No employee shall knowingly interfere with the use of any method or process adopted for the protection of any employee in such employment or fail to show or obey orders necessary to protect the life, health, and safety of himself or other employees.

(C) No employee shall report any violation to any federal, state, or local governmental agency or any news agency without first making such violation known to the department head of the employee's department, and if a satisfactory response is not obtained, to the Mayor's Office of the City of Goshen.

(D) The Employer shall pay up to Four Hundred Dollars ($400.00) in reimbursement toward the cost to purchase or repair work shoes or inclement weather gear such as raincoats, Carhartt's, or other gear associated with work duties every calendar year. The work shoes or inclement weather gear must be approved by the department head as adequate for the workplace considering the nature of the employee's job and shall not include any required personal protection equipment (PPE) provided for by the City.

(E) If the Employer requires either goggles or a safety shield for work, the Employer will pay the reasonable cost of such goggles or safety shield. In the event that because of the nature of the work, goggles or a safety shield will not sufficiently protect the employee but prescription safety eyeglasses will, the Employer will pay the cost of the prescription safety eyeglasses.

(F) The City agrees to appoint a Safety Board which will examine safety issues throughout the City. One (1) Union member from each department may sit on the committee. The administration will appoint at least two (2) members to the committee. In addition, both the Police and Fire Unions will be allowed to appoint a member to the committee. This committee shall meet at least twice a year. Additional meetings may occur if circumstances warrant.

ARTICLE XXVI Longevity Pay

(A) All full-time and permanent part-time Union employees of the City of Goshen who have completed at least one (1) full year of continuous employment with the City shall receive an annual longevity pay bonus payable at the end of the calendar year or at the time of termination of employment with the City.

(1) A permanent part-time employee of the City of Goshen shall be considered an employee scheduled to work one thousand forty (1,040) or more hours per year, but less than two thousand eighty (2,080) hours per year.

(B) All eligible full-time Union employees of the City of Goshen shall receive longevity pay in the amount of One Hundred Dollars ($100.00) per calendar year of continuous employment, up to a maximum of Two Thousand Dollars ($2,000.00).

(C) All eligible permanent part-time employees of the City of Goshen shall receive a prorated amount of longevity pay based on the amount of One Hundred ($100.00) per calendar year of continuous employment, up to a maximum of Two Thousand Dollars ($2,000.00), and calculated as follows:

[(Number of Hours Worked Previous Calendar Year/2,080 Hours)] [(Number of Calendar Years of Continuous Employment) ($100.00/Calendar Year)] = Prorated Annual Longevity Pay

(D) An eligible employee of the City of Goshen shall earn one (1) year toward longevity pay for each continuous calendar year of employment commencing January 1 following the employee's date of employment. The employee shall earn an additional year toward longevity pay each succeeding January 1.

(E) Longevity pay will be paid to an employee upon termination of employment with the City of Goshen based on the number of continuous calendar years of employment earned through January 1 of the current calendar year if:

(1) The employee is in good standing with the City at the time of termination; and

(2) The employee gives the City a minimum four (4) week written notice of the employee's intent to terminate employment with the City, unless the employee is otherwise terminated by the City; or

(3) The termination is due to the death of the employee.

ARTICLE XXVII Legacy Bonus

(A) All full-time Union employees of the City of Goshen commencing employment with the City before January 1, 1990, and who have attained at least twenty (20) years of full-time employment with the City shall receive an annual legacy bonus payable at the end of the calendar year or at the time of termination of employment with the City.

(B) All eligible employees of the City of Goshen who have completed at least twenty (20) years of full-time employment with the City shall receive an annual legacy bonus of Two Thousand Dollars ($2,000.00). (Eligible employees currently include Mike Hrynewycz and Randy Robbins).

(C) All eligible employees of the City of Goshen who have attained their twentieth (20th) year of full-time employment with the City after January 1 shall receive a prorated portion of the annual legacy bonus of Two Thousand Dollars ($2,000.00) based on the portion of the year remaining after they have attained their twentieth (20th) year of full-time employment.

(D) All eligible employees of the City of Goshen shall receive a prorated portion of the annual legacy bonus of Two Thousand Dollars ($2,000.00) upon termination of employment with the City based on the portion of the year employed after January 1 of the current calendar year if:

(1) The employee is in good standing with the City at the time of termination; and

(2) The employee gives the City a minimum four (4) week written notice of the employee's intent to terminate employment with the City, unless the employee is otherwise terminated by the City; or

(3) The termination is due to the death of the employee.

(E) This Article does not apply to full-time employees of the City of Goshen commencing employment with the City on or after January 1, 1990.

(F) This section does not apply to part-time employees of the City of Goshen.

ARTICLE XXVIII Drug-Free Environment

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

ARTICLE XXIX Commercial Driver's License

(A) For any employee required to have a commercial driver's license the City will pay the cost of basic physicals required by state or federal regulations to maintain the commercial driver's license (CDL), provided the physicals are given by a physician designated by the City in accordance with such reasonable restrictions as the City may impose in order to obtain a group discount for these physical examinations. Notwithstanding this provision, a Union employee can have medical personnel of the employee's own choice conduct the physical, provided the physical will meet the requirements to maintain the CDL and the employee pays the difference between the cost of the examination and the amount the City would have paid had the employee obtained the physical from the medical personnel selected by the City.

(B) The City will pay for the cost of the CDL renewal or upgrade for any employee needing a CDL license to do their existing job.

(C) The City will not pay for any testing required by state or federal regulations resulting from an accident.

(D) The City will not pay for any additional testing or treatment as a result of the findings of the basic physical examination.

(E) An employee who has been assigned by a Department Head to train fellow employees in obtaining their CDL shall receive Two Dollars ($2.00) per hour for all hours spent in such training.

(F) The City shall pay an annual One Hundred Dollar ($100.00) stipend to all bargaining unit employees required to have a CDL and who maintain the CDL.

ARTICLE XXX Schooling/Training

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

ARTICLE XXXI Separability and Savings Clauses

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

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

ARTICLE XXXII Tenure of Agreement

This agreement, including any exhibits attached to this agreement, shall be effective January 1, 2027, to December 31, 2029. This agreement will continue in full force and effect from year to year after December 31, 2029, unless notice in writing is given by either party prior to May 1, 2029, or any year thereafter.

ARTICLE XXXIII Street Department Supplemental Agreement

(A) **Overtime.**

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

(B) **Hours of Work.**

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

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

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

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

(D) **Shift Differential.**

An employee shall receive a Fifty Cent ($0.50) per hour shift differential pay for all hours the employee works outside of the normal 7:00 a.m. – 3:00 p.m. daily schedule, rather than the shift differential pay provided in Article IV (E).

(E) **Certification Bonus.**

In addition to regular salaries, personnel of the Street Department shall receive Two Hundred Dollars ($200.00) per year for each of the following certifications obtained and maintained:

(1) PASER – Requires recertification through LTAP every two (2) years.

(2) CDL Instructor – Free training through LTAP, with the City providing transportation and paying hotel and meals.

(3) Forklift Instructor – City pays 1 attempt to an on-line course.

(4) Traffic Control/Work zone set up – Free LTAP online class, refreshed annually.

(5) Applicator – Complete State accredited course and State required testing, and maintain certification per State standards.

(6) Road Builder Scholar – Requires 12 core classes and 30 credits per year of service to total 300 credits for achievement. Free training online through LTAP. Must refresh 2 core classes annually to receive certification pay.

(7) Master Road Builder - Requires 300 additional educational (no years of service credits, totaling 600 credits to achieve. Must refresh 2 core classes annually to receive certification pay.

All of which are above and beyond the Employer's job description training requirements. The City will pay for the cost of the certification test, provided that the employee passes the certification test, and the costs of the periodic renewal of certification

(F) **Cell Phone Stipend.**

For those employees who, for substantial business purposes, are regularly required to use a cell phone to perform the employee'' job duties and responsibilities, the City will pay the employee a cell phone stipend as reimbursement if the employee elects to use the employee's personal cell phone for City business in lieu of the City providing the employee with a City-owned cell phone.

The cell phone stipend will be provided in accordance with City Cell Phone Policy. The amount of the stipend will not exceed the sum of Fifty Dollars ($50.00) per month if the employee is required to have voice services only, or the stipend will not exceed the sum of Fifty Dollars ($50) per month if the employee is required to have voice and data communication services.

ARTICLE XXXIV Buildings & Grounds Department Supplemental Agreement

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

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

(B) **Accrued Leave Time.**

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

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

(C) **Vaccinations.**

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

(D) **Safety and Health.**

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

(E) Buildings and Grounds Department may suggest to an employee that the employee take compensatory time instead of paid overtime, however, the employee must agree to take compensatory time.

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

(G) **Certification Bonus**. In addition to regular salaries, personnel of the Building and Grounds Department shall receive a Certification Bonus for each of the following certifications obtained and maintained, in the amounts provided:

(1) Certified Maintenance & Reliability Technician (CMRT) - $200.00 per year.

(2) Building Systems Maintenance Certificate (SMC) - $250.00 per year.

(3) Systems Maintenance Technician (SMT) - $300.00 per year.

(4) Certified Grounds Technician (CGT)- $250.00 per year.

(5) Commercial Pesticide & Fertilizer Applicator License - $200.00 per year.

(6) Certified Irrigation Technician (CIT) - $200.00 per year.

(7) Certified Playground Safety Inspector (CPSI) - $200.00 per year.

ARTICLE XXXV Wastewater Treatment Department Supplemental Agreement

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

(A) **Hours of Work.**

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

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

(B) **Lunch.**

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

(C) **Certification Bonus.**

In addition to regular salaries, personnel of the wastewater treatment department shall receive Four Hundred Dollars ($400.00) per year for each wastewater treatment plant operator certificate or water plant operator license received which is above and beyond the Employer's job description training requirements. The City will pay for the cost of the certification test, provided that the employee passes the certification test, and the costs of the periodic renewal of certification.

(D) **Shower Times.**

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

(E) **Vacation Scheduling.**

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

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

(1) When overtime becomes available on a given shift due to sickness, vacation or any other reason approved by management, overtime will be offered to any reasonably qualified employee already assigned to that shift before going to the overtime rotation book. If that employee chooses to work the available hours, the employee will be charged those hours in the overtime rotation book. If that employee chooses not to work the available hours, those hours will not be charged against the employee. However, if the overtime rotation book is used and that employee's name comes up in the regular rotation, then the rules of the contract apply, and the employee will be charged the hours.

(2) If all reasonably qualified employees have refused the hours available for overtime, they will be charged the number of hours rejected. In the event that all reasonably qualified employees refuse the overtime, then the reasonably qualified employee with the least seniority will have to work as stated in the contract and will be charged with the hours worked.

(3) If an employee first accepts overtime and then chooses not to work it, a replacement must be found by using the overtime rotation book. Anyone who chooses not to work the overtime after another employee accepts it will not be charged those hours. However, the employee who first accepted the overtime and the replacement employee will both be charged those hours. Only the names of the employee who first accepted the overtime and the replacement employee should be moved over to the left side. If a replacement is not found, then the employee who first accepted the overtime must work.

(4) The employee who is finding a replacement is responsible for entering all data into the overtime rotation book. All data shall be entered immediately as the calls are made except for vacations. If an employee is asked to fill in for a vacation, that employee may have up to twenty-four (24) hours to respond. Any employee on vacation at the time overtime is available will not be called upon to work.

(G) **On-Call.**

(1) A City employee (either Union or management) will be designated to take home a laptop computer and a communication device during each period when no employee will be on duty at the wastewater treatment facility. In the event that a warning signal is received from the wastewater treatment facility, the employee will attempt to provide the needed assistance through the computer. If the issue cannot be resolved through the computer, the employee will immediately respond to the wastewater treatment facility and take all required actions. If the employee needs to report to the wastewater treatment facility, the employee will also advise management.

(2) If a Union employee is responsible for the laptop computer and communication device on a day that the employee is scheduled to work, the employee will be paid Fifteen Dollars ($15.00) for the period from the end of the employee's workday until the beginning of the next workday or 7:00 a.m. if there is no work scheduled the next day. If a Union employee is responsible for the laptop computer and communication device on a day that the employee is not scheduled to work, the employee will be paid Fifteen Dollars ($15.00) for the day and the next day ending at 7:00 a.m.

(3) If a Union employee needs to report to the wastewater treatment facility, the employee will be paid in accordance with the contract provisions for call-ins. Any call-in pay will be in addition to the on-call pay provided above.

(4) The on-call employee must remain within thirty (30) miles of the wastewater treatment facility at all times while the employee is on-call. Employees who at the time of the execution of this contract reside more than thirty (30) miles from the wastewater treatment facility will be excluded from the on-call rotation if the warning signals cannot be adequately received at the employee's home.

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

ARTICLE XXXVI Water and Sewer Department Supplemental Agreement

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

(A) **Lunch.**

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

(B) **Certification Bonus.**

In addition to regular salaries, personnel of the water and sewer utilities shall receive a Certification Bonus for each of the following licenses or certifications obtained and maintained above and beyond the Employer's job description training requirements, in the amounts provided:

(1) Indiana Class WT3 Water Operator License - $400.00 per year.

(2) Indiana DSL Water Operator License - $400.00 per year.

(3) Mosquito/Pesticide Applicator Certification through Purdue University Extension - $200.00 per year.

The City will pay for the cost of the certification test, provided that the employee passes the certification test, and the costs of the periodic renewal of certification. However, the City shall not pay for any educational courses or training for a wastewater treatment plant operator license unless the employee takes the certification test in a good faith effort to pass the test, and the employee shall be required to repay to the City the cost of any prepaid courses or training if the employee does not take the certification test.

(C) **Inclement Weather.**

(1) The City and the Union recognize the fact that temperature, wind, and precipitation in varying combinations may produce weather conditions under which outside work becomes unsafe or causes unreasonable discomfort. In extreme conditions, outside work should continue only in the event of emergency. During extreme conditions, the City may suspend outside work or assign employees to other less exposed work either inside or outside.

(2) The Union recognizes that the outside worker accepts reasonable discomfort from precipitation, temperature, and wind. Reasonable discomfort should not justify suspension of work.

(3) City recognizes that when certain limits of temperature, wind velocity or precipitation are exceeded, outside work should be suspended or modified if possible.

(4) It is agreed that when the wind chill as measured at the Goshen Middle School weather observatory is below minus ten degrees (-10), outside work will be suspended if requested by the employee, except for emergencies.

(a) As used in this section, an emergency shall be deemed to exist when continuity of a public service is threatened or interrupted or when public property, public health or public safety is endangered. The accumulation of snow, ice, water, leaves or debris on public property or recreational areas shall be deemed to endanger public safety. Emergencies shall include, but are not limited to the following:

(i) Broken water lines, including water mains, building sewers and meters.

(ii) Broken sewer lines

(iii) Lift stations

(iv) Flooding

(v) Fire

(vi) Customer service is damaged by utility.

(vii) Water is off or hot water heat is off

(viii) Power outages

(ix) Fire hydrant hit or need to locate water or sewer line on emergency basis.

(b) Jobs requiring an employee to be outside in less than fifteen (15) minute intervals will not be considered to be outside work for the purposes of this section.

(c) If employee elects to suspend outside work, the employee will be sent home without pay unless the department head has inside work for the employee to perform. The employee may use vacation or floating holidays to cover a loss of pay.

(D) **On-Call.**

(1) A City employee (either Union or management) will be designated to take home a laptop computer and a communication device during each period when no employee will be on duty at the water facility. In the event that a warning signal is received from the water facility, the employee will attempt to provide the assistance needed through the computer. If the issue cannot be resolved through the computer, the employee will immediately respond to the water facility and take all required actions. If the employee needs to report to the water facility, the employee will also advise management.

(2) If a Union employee is responsible for the laptop computer and communication device on a day that the employee is scheduled to work, the employee will be paid Fifteen Dollars ($15.00) for the period from the end of the employee's workday until the beginning of the next workday or 7:00 a.m. if there is no work scheduled the next day. If a Union employee is responsible for the laptop computer and communication device on a day that the employee is not scheduled to work, the

employee will be paid Fifteen Dollars ($15.00) for the day and the next day ending at 7:00 a.m.

(3) If a Union employee needs to report to the water facility, the employee will be paid in accordance with the contract provisions for call-ins. Any call-in pay will be in addition to the on-call pay provided above.

(4) The on-call employee must remain within thirty (30) miles of the water facility at all times while the employee is on-call. Employees who at the time of the execution of this contract reside more than thirty (30) miles from the wastewater treatment facility will be excluded from the on-call rotation if the warning signals cannot be adequately received at the employee's home.

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

(E) **Additional Shift Differential.**

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

(F) **On-Call Duty and Emergency Response.**

(1) This Section (F) contains mandatory on-call duty requirements, crew structure, rotation, availability standards, and disciplinary consequences for failure to respond because the City provides essential public services requiring prompt emergency response outside of normal business hours. Reliable participation and cooperation in on-call duty is essential to maintaining emergency water and sewer services and protecting public health and safety. Participation in on-call duty is a condition of employment for positions designated.

(2) On-Call Crew Structure:

(a) The City shall maintain four (4) on-call duty crews.

(b) Each on-call duty crew shall consist of:

(i) One (1) Supervisor; and

(ii) Three (3) Hourly Employees.

(c) Crew assignments shall be made by department management based on qualifications and operational needs.

(3) Rotation Schedule

(a) On-call duty shall rotate weekly among the four crews.

(b) Each crew's on-call duty begins at 6:00 a.m. on a Thursday and continues until the next Thursday at 6:00 a.m.

(c) The on-call period shall begin at 3:00 p.m. on the assigned weekday and conclude at 7:00 a.m. on the next scheduled workday, including weekends and holidays. If an emergency becomes evident prior to the end of a work day, the on-call duty crew assigned for that day will be assigned to address such emergency if work is required after the end of the normal work day.

(d) The on-call rotation schedule shall be published at least 90 days in advance.

(4) On-Call Duty Availability Requirements - While serving on-call duty, employees shall:

(a) Remain reachable by City-approved phone or communication device at all times.

(b) Keep phones powered on, audible, charged, and within immediate reach.

(c) Remain within a distance that allows reporting to the work site within a maximum of 75 minutes.

(d) Be fit for duty and able to perform assigned work safely.

(e) Refrain from activities that interfere with immediate response.

Being on-call requires employees to refrain from activities that reduce availability or responsiveness.

(5) Mandatory Response Requirement

(a) On-call employees must answer or return on-call duty communications within twenty (20) minutes of the initial contact.

(b) Employees are expected to notify their supervisor promptly of any situation that may affect their ability to respond to an on-call duty communication or fulfill an on-call duty assignment.

(6) Failure to Respond

(a) Employees assigned to on-call duty are expected to remain reasonably available and capable of responding when contacted. Corrective action may result from the following violations:

(i) Failure to respond during an assigned on-call duty period.

(ii) Repeated failure to answer or return on-call duty communications within a reasonable time.

(iii) Being unavailable due to circumstances within the employee's control.

(iv) Failure to report for an emergency response assignment when directed, absent extenuating circumstances.

(v) Failure to maintain communication equipment or contact information necessary for on-call duty service.

(vi) Failure to report for work fit for duty.

(vii) Any other violations of the terms of this Section (F).

(b) Each situation will be reviewed on a case-by-case basis, taking into consideration all relevant facts, mitigating circumstances, prior work history, and the nature of the emergency.

(7) Corrective Action - Failure to meet on-call duty responsibilities may result in corrective action consistent with the City's personnel policies, applicable collective bargaining agreements, and the principles of progressive discipline.

(a) First Occurrence: Verbal counseling or written warning, depending on the circumstances.

(b) Second Occurrence: Written reprimand

(c) Third Occurrence: Suspension without pay, subject to applicable City policies and collective bargaining agreement provisions.

(d) Subsequent Occurrences: Additional disciplinary action, up to and including termination of employment.

(e) Serious violations, including deliberate refusal to respond to an emergency assignment or repeated disregard of on-call obligations, may warrant more severe discipline based on the circumstances.

(8) Exceptions - Only verifiable, unavoidable emergencies beyond the employee's control may be considered. The employee must notify the on-call duty supervisor immediately upon regaining contact. Failure to provide timely notice will result in discipline regardless of circumstances.

(9) Trade and Coverage - On-call duty assignments may be traded only with supervisor's prior approval and must not disrupt coverage. All approved trades shall be documented.

(10) Additional Emergencies and Use of the Overtime List

(a) When an emergency occurs that exceeds the capacity of the assigned on-call duty crew, or when a second or concurrent emergency arises while the on-call duty crew is actively addressing an existing emergency, the following shall apply:

(i) The on-call duty supervisor shall remain in charge of emergency response coordination.

(ii) Any additional staffing needs beyond the assigned on-call duty crew shall be filled in accordance with the City's established overtime call out list procedures as set forth in Article IV Hours of Work, Overtime, Call-Back, and Shift Differential.

(iii) The on-call duty crew shall not be required to work beyond reasonable operational limits when additional qualified employees are available through the overtime list.

(b) Use of the overtime list under this section shall not be considered a bypass of the on-call duty system and shall not affect the rotation, compensation, or disciplinary provisions of this Article.

All overtime worked under this section shall be compensated in accordance with this Agreement and applicable law.

ARTICLE XXXVII Central Garage Supplemental Agreement

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

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

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

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

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

A mechanic and mechanic assistant may use all or any portion of the mechanic's work shoe allowance provided for in Article XXV, Safety and Health, to purchase at the employee's discretion tools to be used in their employment. In addition to applying all or a portion of the shoe allowance, a mechanic will be provided with One Thousand Two Hundred Fifty Dollars ($1,250.00) each year to purchase tools to be used in their employment.

A mechanic who holds a Master Automotive Certification or Master Heavy Truck Certification will be provided with One Thousand Two Hundred Fifty Dollars ($1,250.00) each year to purchase tools to be used in their employment. This is in addition to the work shoe allowance and mechanic's tool allowance.

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

(D) **Certification Bonus.**

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

(1) Automobile/Light Truck (A Series)

(2) Medium/Heavy Duty Truck (T Series)

(3) Truck Equipment (E Series)

(4) Electronic Diesel Engine Diagnosis Specialist (L2)

(5) Parts Specialist

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

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

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

(E) **Compensatory Time.**

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

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

CITY OF GOSHEN	TEAMSTERS LOCAL UNION NO. 364 affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS OF AMERICA
Gina M. Leichty, Mayor	President
Date Signed: _____	Date Signed: _____

EXHIBIT A - Disciplinary Sanctions

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

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

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

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

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

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

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

Policy

1. The unlawful manufacture, distribution, dispensing, possession, or use of controlled substances by an employee in the workplace is prohibited.

2. Any employee convicted of violation of any criminal drug statute in the workplace shall be subject to the following:

    a. Suspension, without pay, pending satisfactory completion of an approved drug rehabilitation counseling/treatment program; or

    b. Dismissal.

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

Definitions

1. "Employee" shall mean any person employed by the City.

2. "Workplace" shall include any location where an employee is carrying out activities of the City.

3. "Controlled Substances" shall mean any controlled substance in Schedule I through V of Section 202 of the Controlled Substances Act (21 USC 812), and as further defined by regulations at 21 CFR 1300.11 through 1300.15.

Agreement by Employees

As a condition of employment, employees will:

1. Abide by the terms of this Policy.

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

Drug-Free Workplace Awareness Program

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

1. The dangers of drug abuse in the workplace;

2. The City's policy of maintaining a drug-free workplace;

3. Any available drug counseling, rehabilitation, and employee assistance programs; and

4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Notifications

1. The Mayor or his designee shall provide each employee with a copy of this policy statement.

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

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

BOARD OF PUBLIC WORKS AND SAFETY
CITY OF GOSHEN, INDIANA

/s/ Mike Puro
Mayor

/s/ R. Kenneth Mack
Board Member

ATTEST:

/s/ Nancy Hoke
Clerk-Treasurer

/s/ Kathy A. Marquis
Board Member

EXHIBIT C - Employment Categories

Category A

Mechanic
SCADA Operator Technician

Category B

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

Category C

Assistant Water Treatment Operator/Maintenance Technician

Category D

Meter Service Technician
Buildings and Grounds Maintenance
Light Equipment Operator
Mechanic Assistant

Category E

None

EXHIBIT D - 2027 Wages

Union Category	0 to 1 YEAR	1 YEAR to 3 YEARS	OVER 3 YEARS
A	32.44	34.76	37.07
B	26.59	29.00	31.40
C	25.94	28.70	30.60
D	25.35	28.06	30.22
E	24.56	27.21	29.15

EXHIBIT E - 2028 Wages

Union Category	0 to 1 YEAR	1 YEAR to 3 YEARS	OVER 3 YEARS
A	32.44	34.76	37.07
B	26.59	29.00	31.40
C	25.94	28.70	30.60
D	25.35	28.06	30.22
E	24.56	27.21	29.15

EXHIBIT F – 2029 Wages

Union Category	0 to 1 YEAR	1 YEAR to 3 YEARS	OVER 3 YEARS
A	32.44	34.76	37.07
B	26.59	29.00	31.40
C	25.94	28.70	30.60
D	25.35	28.06	30.22
E	24.56	27.21	29.15

CITY OF GOSHEN LEGAL DEPARTMENT
Donald R. Shuler, Assistant City Attorney

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November 12, 2026

To: Board of Public Works and Safety

From: Don Shuler

RE: Agreement with Goshen FOP Lodge 81, Inc.

The City and Goshen FOP Lodge 81, Inc. have concluded negotiations for a new agreement. The following is a summary of changes:

Term – The agreement runs one year, January 1 through December 31, 2027. Talks on the next agreement must begin by May 1, 2027. Until a new agreement is reached, this one stays in force.

Wages – The agreement adopts a new rank structure. Base salaries for 2027 are:

Position	2027
Police Recruit	$65,482.00
Probationary Officer	$70,000.00
Police Officer 3	$75,078.26
Police Officer 2	$77,578.26
Police Officer 1	$80,078.26
Detective / Corporal / Specialty	$83,014.70
Sergeant	$86,755.01
Lieutenant	$90,014.70
Captain (Incumbent)*	$95,573.33

** Current Captains not serving in an appointed position.*

Officers reach Officer 1 after four years. The wage reopener for new public safety revenue remains.

Rank – Captain becomes an appointed position. The Chief may appoint an Assistant Chief and three Captains. Current Captains keep their merit rank and pay. No new merit Captains will be made. Other positions are filled competitively.

Supplemental Pay – Premiums and allowances move to Exhibit B. On-call pay rises from $11.43 to $20.00 per day. Drone operators are added. Other amounts, including longevity, are unchanged.

Health Insurance – The employee's weekly share is $110.48 of $552.40 in 2027. If the agreement carries over, it will not exceed $114.90 of $574.50 in 2028 and $121.80 of $609.00 in 2029.

Overtime – Overtime now begins after 81 hours in a 14-day work period, not after 9 hours in a day. Comp time used counts toward the 81 hours. Other leave does not. Overtime is also paid for minimum staffing, call-ins, mandated hours on less than seven days' notice, off-duty court time, and posted overtime jobs.

Hours and Rest – The 81-hour schedule is unchanged. Officers may not work more than 17 straight hours, except in an emergency. They receive at least 7 hours' rest between shifts, with limited exceptions.

Leave – Sick leave accrual rises from 81 to 108 hours per year. Comp time leave is now chosen by seniority, not rank. Bereavement leave now covers domestic partners, legal wards, and the funeral of any City employee.

Department Strength – Sworn duties may not shift to civilians without first consulting the Lodge. Approved paid leave may not be cancelled for staffing, except in an emergency.

Bill of Rights – This article is greatly expanded. It adds just cause, progressive discipline, a right to representation, and time limits on investigations and discipline. Unfounded allegations are removed from the file. Officers receive notice when discipline is filed. The Chief's authority over discipline up to 40 hours, subject to Board review, is unchanged.

Secondary Employment – The $40.00 suggested rate is removed. Private off-duty work is not covered. Work using police authority or Department resources needs approval. Requests made to the City are handled as extra duty under Department policy.

Suggested Motion:

Move to approve and execute the agreement with Goshen FOP Lodge 81, Inc. for 2027.

AGREEMENT BETWEEN CITY OF

GOSHEN, INDIANA AND

GOSHEN FOP LODGE 81

Effective Dates JANUARY 1, 2027 THROUGH DECEMBER 31, 2027

TABLE OF CONTENTS

ARTICLE I – Recognition	4
ARTICLE II – Term	5
ARTICLE III – Lodge Activities	6
ARTICLE IV – Rights of Management	8
ARTICLE V – Dues Deduction	9
ARTICLE VI – Wages	10
ARTICLE VII – Overtime	11
ARTICLE VIII – Holiday Compensation	13
ARTICLE IX – Court Time Pay	14
ARTICLE X – Bereavement Leave	15
ARTICLE XI – On-Call Pay	16
ARTICLE XII – Specialty	17
ARTICLE XIII – Longevity	18
ARTICLE XIV – Clothing Allowance	19
ARTICLE XV – Vacation Leave	20
ARTICLE XVI – Compensatory Time	21
ARTICLE XVII – Personal Leave	23
ARTICLE XVIII – Sick Leave	24
ARTICLE XIX – Hours of Employment and Days Off	25
ARTICLE XX – Trading of Time	27
ARTICLE XXI – Health Insurance	28
ARTICLE XXII – Duty Related Illness or Injuries	30
ARTICLE XXIII – Department Strength	32
ARTICLE XXIII-A – Rank, Appointed Positions, and Specialty Assignments	33
ARTICLE XXIV – Seniority, Lay Off and Recall	34
ARTICLE XXV – Indemnification	35
ARTICLE XXVI – Grievance Procedure and Binding Arbitration	37
ARTICLE XXVII – Bill of Rights	39
ARTICLE XXVIII – Work Assignment Transfers	46
ARTICLE XXIX – Safety Committee and Safety Equipment	48
ARTICLE XXX – Pay Days	49
ARTICLE XXXI – Personnel Service Records	50
ARTICLE XXXII – Strike Prohibition	52

ARTICLE XXXIII – Successor Municipality 53
ARTICLE XXXIV – Savings Clause 54
ARTICLE XXXV – General Matters 55
ARTICLE XXXVI – Shift Differential Pay 56
ARTICLE XXXVII – Wellness Program 57
ARTICLE XXXVIII – Secondary and Extra-Duty Employment 58
ARTICLE XXXIX – Flexible Benefits Plan 59
ARTICLE XL – Tuition Reimbursement 60
ARTICLE XLI – Health Management Program 62
ARTICLE XLII – Hiring Bonus 63
SIGNATURE AND RATIFICATION PAGE 65
EXHIBIT A – Base Salaries 66
EXHIBIT B – Supplemental Pay Schedule / Longevity Schedule 67

This agreement is entered into on _____ 2026, effective on January 1, 2027 and continuing until December 31, 2027, between the City of Goshen, Indiana, hereafter called "City," and Goshen FOP Lodge 81, Inc., hereafter called "Lodge," representing all full-time sworn police officers of the Goshen Police Department, hereafter called "Police Department."

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

It is therefore agreed as follows:

ARTICLE I – Recognition

Section 1.

"The City of Goshen ("City") hereby recognizes the Fraternal Order of Police, Goshen Lodge No. 81, Inc. ("Lodge"), affiliated with and represented through the Indiana Fraternal Order of Police Labor Council ("Labor Council"), as the sole and exclusive bargaining representative for all full-time sworn police officers employed by the Goshen Police Department, as defined, protected, and contemplated under Indiana Code § 36-8-22 et seq."

This bargaining unit shall include all sworn officers holding merit rank and shall exclude only those positions that are expressly excluded from collective bargaining by Indiana law, including the Chief of Police, positions appointed by the Chief of Police, and any full-time civilian employees, including Special Police Officers, part-time or seasonal employees of the Police Department.

The determination of bargaining unit status shall be based on the actual duties, authority, and statutory role of the position, and shall not be controlled solely by job title, administrative designation, or internal organizational structure.

Section 2.

The Lodge shall have the exclusive right to represent bargaining unit members in negotiations with the City concerning wages, hours, benefits, working conditions, and all other mandatory subjects of bargaining.

The City shall not negotiate, confer, bargain, or enter into any agreement—whether formal or informal, written or verbal—with any individual employee or employee organization other than the Lodge concerning mandatory subjects of bargaining for employees within the bargaining unit, except as expressly permitted by Indiana law and as permitted in Article XLII of this agreement.

Section 3.

No action by the City—including but not limited to reclassification, retitling, reassignment, departmental reorganization, civilianization, or modification of supervisory structures—shall be undertaken for the purpose or effect of eroding, fragmenting, excluding, or otherwise diminishing the bargaining unit or the rights, benefits, or protections afforded to bargaining unit members under this Agreement or Indiana law.

Any dispute concerning bargaining unit inclusion or exclusion shall be subject to the grievance and arbitration provisions of this Agreement and applicable statutory remedies.

Section 4.

Recognition of the Lodge as the exclusive bargaining representative shall continue for the full term of this Agreement and shall extend to any successor agreement unless altered through lawful decertification procedures in accordance with Indiana law.

Changes in Lodge charter number, internal governance, affiliation, or administrative designation shall not affect recognition so long as the Lodge remains affiliated with the Indiana State and National Fraternal Order of Police and continues to represent the bargaining unit.

ARTICLE II – Term

Section 1.

This Agreement shall become effective on January 1, 2027, and shall remain in full force and effect through December 31, 2027, unless modified or terminated in accordance with the provisions of this Agreement or applicable law.

Section 2.

The City and the Lodge agree to negotiate in good faith for a successor agreement. Either party may provide written notice to the other of its intent to commence negotiations for a successor agreement at any time during the final calendar year of this Agreement. Negotiations must be initiated no later than May 1st of the final calendar year of this Agreement

Section 3.

In the event a successor agreement is not executed prior to the expiration of this Agreement, all terms and conditions of employment contained herein shall continue in full force and effect until a successor agreement is reached or until the parties mutually agree otherwise, consistent with Indiana law.

No term, benefit, right, or protection contained in this Agreement shall be unilaterally reduced, suspended, or withdrawn by the City during such continuation period.

Section 4.

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

ARTICLE III – Lodge Activities

Section 1.

Bargaining unit members shall have the right to join, assist, participate in, or refrain from participation in the Lodge and its lawful activities without fear of interference, restraint, discrimination, or retaliation by the City or the Department.

These rights include, but are not limited to, engaging in lawful concerted activity, communicating concerns related to wages, hours, working conditions, discipline, safety, and professional standards, and seeking Lodge assistance or representation.

Section 2.

When any designated representative of the Lodge intends to spend time on Lodge activities during a time

that he/she is scheduled to work, he/she shall inform the Chief of Police through the chain of command at

least one (1) week in advance unless the nature of the activity does not allow one (1) weeks' notice. In such circumstances, the Chief of Police shall be notified as soon as practicable.

Designated Lodge officers or representatives shall be permitted reasonable time during their regular work hours to conduct official Lodge business, including but not limited to grievance processing, disciplinary representation, contract administration, and meetings with City or Department representatives.

Such time shall not be unreasonably denied, restricted, or delayed, provided that operational needs and public safety are maintained. The Lodge shall make reasonable efforts to coordinate release time through the chain of command.

Section 3.

The Lodge shall be afforded the right to utilize bulletin boards at the police station and any sub-police stations for the posting of Lodge notices and other Lodge materials. Such boards shall be identified with the name of the Lodge, and the Lodge may designate persons responsible for utilizing the boards. Such access shall not be unreasonably restricted or withdrawn.

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

The City agrees to meet with Lodge representatives at reasonable times to discuss matters concerning wages, hours, working conditions, discipline, safety, and contract administration. Nothing in this Section shall be construed as limiting the Lodge's statutory right to bargain or grieve matters under this Agreement or Indiana law. Nothing in this section will be construed as limiting the City's management rights under Article IV of this agreement or the City's authority under Indiana law.

Section 8.

No officer shall be disciplined, reassigned, evaluated negatively, denied opportunities, or otherwise subjected to adverse action for engaging in lawful Lodge activity, requesting representation, filing a grievance, serving as a Lodge officer or representative, or assisting another officer in exercising rights under this Agreement. Any alleged violation of this Section shall be subject to the grievance and arbitration provisions of this Agreement.

Section 9.

The Lodge shall be afforded the opportunity to address newly hired sworn officers during orientation or training, for the purpose of explaining Lodge representation, member rights, and available support resources.

ARTICLE IV – Rights of Management

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

ARTICLE V – Dues Deduction

Section 1.

Upon receipt of a written and voluntary authorization from an employee, the City shall deduct Lodge dues and any other lawful assessments uniformly required by the Lodge from the employee's wages and remit such amounts to the Lodge.

Section 2.

All authorized deductions shall be remitted to the Lodge in a timely manner, accompanied by a reasonable accounting identifying the employees for whom deductions were made and the amounts deducted.

Section 3.

Dues deductions shall continue in effect unless revoked by the employee in writing in accordance with applicable law. The City shall not suspend, delay, alter, or interfere with dues deductions as a means of discipline, retaliation, or administrative convenience.

Section 4.

The Lodge agrees to indemnify and hold the City harmless against any claims arising solely from the lawful administration of dues deductions made in reliance on employee authorizations provided by the Lodge.

ARTICLE VI – Wages

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

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

No bargaining unit member shall suffer a reduction in base wages during the term of this Agreement.

The City shall not directly or indirectly reduce officer compensation through reclassification, restructuring, elimination of wage components, or redefinition of base pay, except as expressly permitted by this Agreement or required by law.

ARTICLE VII – Overtime

Section 1. Status of Employees

(A) Bargaining unit employees are salaried, non-exempt employees under the Fair Labor Standards Act (FLSA) and applicable Indiana law. Payment of an annual salary does not convert any employee to exempt status and does not waive, reduce, or limit any right to overtime compensation required by this Agreement or by law.

(B) The annual base salary (together with applicable components of base salary as provided in this agreement) is paid in exchange for the regularly scheduled hours described in Article XIX. Receipt of salary does not constitute a waiver of overtime for hours that qualify under Section 2 of this Article or under the FLSA.

(C) Nothing in this Agreement shall be construed as authorizing unpaid work, "ghost employment," or any practice that claims compensation for hours not worked or for duties unrelated to the employee's employment.

Section 2. Overtime Pay

(A) Controlling Article. Employees' regular working hours and work schedule are established in Article XIX, which provides a fourteen (14) day work period totaling eighty-one (81) regularly scheduled hours – one week of thirty-six (36) hours and one week of forty-five (45) hours.

(B) Overtime Threshold and Guaranteed Overtime. An employee will receive overtime pay or equivalent compensatory time, at the employee's election, under the following conditions:

(1) All hours worked in excess of eighty-one (81) hours in the fourteen (14) day work period. For purposes of this subsection (1), compensatory time used during the work period will be counted as hours worked; no other paid leave will be counted as hours worked.

(2) All non-regular hours worked for the purpose of meeting shift minimum staffing.

(3) All non-regular hours worked for which an employee is called in to work from an off-duty status.

(4) All non-regular hours during which an employee is mandated or scheduled to work, but not scheduled at least seven (7) days in advance. This does not apply to unplanned extensions of the workday or when the employee voluntarily agrees to an adjustment to their schedule.

(5) All non-regular hours spent appearing before any court on behalf of the City or County Prosecutor, as described in Article IX.

(6) All non-regular hours worked in a job designated as overtime by departmental policy or posting.

(C) No Pyramid. Hours compensated as overtime under this Article shall not also be counted as regularly scheduled hours, and no hour will be counted more than once in computing overtime.

(D) Hourly Rate. It is agreed that the prevailing hourly rate for overtime and compensatory time shall be the sum of base salary and longevity pay, divided by 2,106 hours.

(E) Rate and Form of Payment. Overtime shall be paid at one and one-half (1½) times the prevailing hourly rate, or awarded as compensatory time at the same rate, at the employee's choice. This Agreement may provide overtime more generously than the FLSA minimum; it shall not provide less.

Section 3. Alternate Overtime Rates

The Department or City may establish higher overtime rates for specific overtime work, such as Voluntary Outside Overtime as defined by City ordinance; extra duty/secondary employment as described by Department policy, and/or grant-funded overtime, such as Operational Pull Over.

Section 4. Assignment of Overtime

Overtime duty shall be offered to employees consistent with operational needs and qualifications.

Section 5. Call-In Minimum

When an employee is called in to work outside a scheduled shift, the employee shall be guaranteed a minimum of two (2) hours of work.

Section 6. Basic Academy

An employee attending the basic Indiana Law Enforcement Training Academy shall receive compensatory time off in lieu of overtime pay for each hour worked in excess of eighty-one (81) hours in a fourteen-day work period, at the rate of one and one-half (1½) hours for each excess hour. Hours worked include training time and required travel to and from the Academy. Hours beyond eighty-one (81) in the work period must be authorized in advance except in emergency.

Such an employee shall not be required to utilize leave time to complete their hours for the pay period if there were no assigned duties available.

Section 7. Preservation of Rights and Guarantees

(A) Nothing in this Article reduces any overtime guarantee, minimum call-in payment, or specialty call-out payment otherwise provided by this Agreement.

(B) Nothing in this Article or in Article XIX shall be construed to waive any non-exempt employee's rights under the FLSA or Indiana law. Where this Agreement provides a greater benefit than the statutory minimum, the Agreement controls.

ARTICLE VIII – Holiday Compensation

Section 1.

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

Section 2.

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

Section 3.

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

ARTICLE IX – Court Time Pay

Section 1.

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

Section 2.

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

Section 3.

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

ARTICLE X – Bereavement Leave

Section 1.

In the event of a death in an officer's immediate family, the officer shall be granted, upon request, three (3), nine (9) hour workdays off without loss of pay within the first year immediately following the death to attend services, make arrangements, and address matters arising from the loss.

Bereavement leave under this Section shall be granted without loss of pay or benefits and shall not be charged against the officer's accrued vacation, personal, or sick leave.

For purposes of this Article, immediate family includes: Spouse or domestic partner, Child, stepchild, or legal ward, Parent or stepparent, Sibling, Grandparent or grandchild, Parent-in-law, and any individual who resided in the officer's household at the time of death.

Section 2.

In the case of the death of a relative not listed in Section 1, an employee may be granted one (1) workday (9 hours) of leave without pay. The employee may use accrued vacation, compensatory time, or personal leave to avoid a loss of pay.

Section 3.

An employee may be excused from duty for a reasonable period, without loss of pay, to attend the funeral of a fellow City of Goshen employee, subject to operational needs and supervisory approval. For purposes of this section, a "co-worker" shall mean any employee of the City of Goshen who was actively employed at the time of death.

Section 4.

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

Section 5.

The Chief of Police may, at their sole discretion, approve additional bereavement leave without pay in cases involving extensive travel, cultural practices, or exceptional circumstances. If none of the above are available, the Officer-in-Charge of the affected watch may grant such leave provisionally.

Section 6.

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

ARTICLE XI – On-Call Pay

Section 1.

(A) The officer assigned to be on-call as a detective, certified drone operator, and the officer assigned to be on-call as an evidence technician, will be paid at the on-call rate set forth in Exhibit B for each day of on-call assignment.

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

(C) An officer is considered to be on-call when formally assigned by the Department to remain available outside of regularly scheduled duty hours to respond to incidents, investigations, technical needs, or other operational requirements as directed.

(D) On-call status constitutes a restriction on the officer's personal time and freedom of movement and is distinct from voluntary overtime, standby availability, or self-initiated availability.

(E) Any officer activated while on-call shall be entitled to the rest-period protections set forth in Article VII – Overtime.

(F) An officer shall not be required to report for a subsequent regularly scheduled shift unless the officer has received a minimum of eight (8) consecutive hours of rest following the conclusion of on-call activation, except during a declared emergency involving an immediate threat to life, public safety, or critical infrastructure.

(G) Overtime, compensatory time, or premium pay earned during the on-call activation shall not be reduced, offset, or forfeited due to the application of rest-period protections.

(H) Officers shall be provided reasonable notice of on-call assignments. Any inability to fulfill an assigned on-call period shall be communicated as soon as practicable, except in emergency circumstances.

(I) On-call status shall not be used to circumvent staffing requirements, overtime obligations, or scheduling protections under this Agreement.

ARTICLE XII – Specialty

Section 1. Purpose

(A) This Article provides operational premiums for officer-in-charge duty, field training, designated specialty positions, and on-call assignments. For purposes of eligibility under this Article, references to "Patrol Officer" include employees in the Officer 1, 2, and 3 ranks under Exhibit A, and references to "Detective" include employees assigned to investigative duties under the Corporal/Detective/Specialty rank or as otherwise designated by the Department.

Section 2. Patrol Officer In Charge of Shift

An police officer who is the officer in charge of a shift or half shift but who is not a ranking Patrol officer, or appointed rank such as a School Resource Officer, will receive the officer-in-charge premium set forth in Exhibit B for each shift or half shift that the Patrol Officer serves as the officer in charge of. This bonus shall be paid in the next regular biweekly check.

Section 3. Field Training Officer Pay

A police officer acting as a field training officer will receive the field training officer premium set forth in Exhibit B per shift or half shift with the new recruit. Payment shall be included in the officer's next regular biweekly check.

Section 4. Specialties/Technical Pay

The Department and the City can offer compensation in exchange for certain specialties as directed by policy.

ARTICLE XIII – Longevity

Section 1.

In addition to any other item of compensation, each employee will receive an annual longevity bonus in accordance with the longevity schedule set forth in Exhibit B.

The annual longevity bonus is included in the employee's regular biweekly paycheck on a pro-rata basis and is adjusted annually on the employee's anniversary date of hire. After the twentieth year of service the employee will continue to receive the maximum amount each subsequent year.

ARTICLE XIV – Clothing Allowance

Section 1.

In addition to any other item of compensation, the City will also pay employees having one (1) or more years' service a clothing allowance as set forth in Exhibit B, paid annually.

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

Section 2.

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

Section 3.

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

ARTICLE XV – Vacation Leave

Section 1.

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

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

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

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

Section 2.

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

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

ARTICLE XVI – Compensatory Time

Section 1.

(A) Whenever any employee, excluding an employee in the position of School Resource Officer, submits a unit of compensatory time that causes the employee's accumulated compensatory time to exceed one hundred fifty (150) hours, the employee shall not accumulate any further compensatory time until that total has been reduced to a level under one hundred fifty (150) hours. An employee in the position of School Resource Officer shall not accumulate compensatory time in excess of three hundred sixty (360) hours.

(B) At the next pay period the employee will be paid his/her prevailing regular hourly rate for all compensatory time exceeding one hundred fifty (150) hours, or three hundred sixty (360) hours for an employee in the position of School Resource Officer. This rate is determined by dividing his/her annual salary and longevity increase by two thousand one hundred six (2,106) hours.

(C) No employee of the Goshen Police Department is allowed to have a negative number of compensatory hours at the end of any pay period.

Section 2.

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

Section 3.

Any hours worked in excess of eighty-one (81) hours in any fourteen (14) day work period may be awarded as compensatory time or be paid as overtime at the choice of the employee. Compensatory time for hours worked shall be awarded at the rate of one and one-half (1½) times the actual hours worked rounded up to the nearest one-quarter (¼) hour increment. When an employee is called in to work overtime, they shall be guaranteed a minimum of two (2) hours of work at the rate of three (3) hours compensatory time or two (2) hours paid overtime.

Section 4.

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

Section 5.

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

Section 6.

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

ARTICLE XVII – Personal Leave

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

ARTICLE XVIII – Sick Leave

A member shall report sick only when he or she is suffering from an illness or injury which would prevent him or her from properly performing his or her assigned duties.

Section 1.

Each employee will receive one hundred eight (108) hours of sick leave per year accruing at the rate of nine (9) hours of sick leave per month of service.

Section 2.

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

Section 3.

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

Section 4.

Any employee who has two hundred seventy (270) hours of sick leave accumulated on January 1st of any calendar year may sell up to fifty-four (54) hours of sick leave of that calendar year at the rate of One Hundred Fifty ($150.00) for each nine (9) hours sold.

Section 5.

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

Section 6.

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

Section 7.

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

ARTICLE XIX – Hours of Employment and Days Off

Section 1. Standard Workday and Workweek

The standard workday for full-time sworn personnel of the Goshen Police Department shall be nine (9) consecutive hours, inclusive of paid break periods, unless otherwise modified by mutual agreement or temporary operational need. Such modifications shall not remove overtime eligibility as defined in Article VII.

The regular workweek for all employees will consist of a two (2) week rotation period. One week will be five (5) consecutive workdays and two (2) consecutive days off, and the other week will be four (4) consecutive workdays and three (3) consecutive days off. The total regularly scheduled hours during the fourteen (14) day work period will be eighty-one (81) hours.

Section 2. Shift Assignments and Modifications

Work shifts, including start and end times, will be established and may be adjusted by the Chief of Police or designee based on:

- Operational demands
- Public safety considerations
- Special assignments or details
- Training and court obligations

Employees must be provided at least seven (7) calendar days' notice of any permanent or non-emergency change in shift assignment. An employee working their regular assignment will not be required to work a shortened shift.

An employee who is on an alternate or special assignment, including training/schools, who works at least 4.5 hours and has no remaining duties, will have met their obligations for the day and will not be required to take leave time to receive their salary. These non-worked hours will not count towards the overtime threshold and will not create overtime where it otherwise would not have occurred.

Section 3. Selection of Days Off

For all employees, the availability of regular days off may be determined based on operational needs, including K-9 officer schedules, supervisor coverage, and military reservist obligations. To the extent there is an option for selection of regular days off, they shall be awarded as follows:

Employees assigned to the Patrol Division will select their days off based on seniority.

Employees assigned to the Investigations Division, or to any other alternate or specialized unit, will select their days off based on cumulative time in grade.

Section 4. Work Time Restrictions and Rest Periods Between Shifts

No employee is permitted to work in excess of seventeen (17) consecutive hours, except in an emergency where relief is not practicable.

A minimum of seven (7) consecutive hours of rest must be provided between the end of one scheduled shift and the beginning of the next scheduled shift, unless (1) the employee voluntarily accepts an overtime or call-in assignment; or (2) a declared emergency or critical incident necessitates shorter intervals.

Section 4. Patrol Command Coverage and Leave Restrictions

(A) There must be a ranking officer (corporal or above) assigned to supervise each patrol shift on every workday.

(C) All ranking officers must not all share a common regular day off. At no time will all ranking officers on any patrol watch take any form of leave for the same period that would leave a shift without a ranking officer on duty, unless the last remaining ranking officer:

1. Secures trade time with another ranking officer; or
2. Ensures that an officer who has been approved for officer-in-charge duties by Department policy is on duty.

For the purposes of this Article, the clause "any form of leave" will be construed to include only vacation leave, compensatory time leave, and personal leave.

Section 5.

(A) The Chief of Police or his designee(s) can, at the Chief's discretion, draft an alternate shift schedule for the Police Department employees. This draft, once complete, will be submitted to the Police Department employees for their review. After providing ample time for review, revisions and/or questions, the Police Department employees can be requested to vote on the proposed alternate shift schedule. The voting process must follow the pre-established procedures for FOP related business. The initial vote must include a specific start and end date for a trial period and in no way will be construed as a permanent change.

(B) Prior to the completion of the trial period a second vote shall be held, with the voting dates to be established prior to the initial vote. This second vote will determine if the proposed alternate shift schedule will be adopted by the Police Department employees and become permanent. If the proposed alternate shift schedule does not pass the second vote, the Police Department must revert to the current schedule and format at the end of the trial period.

(C) During the trial period any previously approved paid time off, or any member under military orders, must be honored without any additional time used by Police Department employees. Also during the trial period, salaries, benefits or any other compensations will not change except as otherwise stated herein, nor will any tested or appointed position within the Police Department change except as necessary and not related to the alternate shift schedule.

ARTICLE XX – Trading of Time

Section 1.

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

Section 2.

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

ARTICLE XXI – Health Insurance

Section 1.

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

Section 2.

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

(A) One Hundred Ten and 48/100 Dollars ($110.48) per week in 2027.

(B) An amount not to exceed One Hundred Fourteen and 90/100 Dollars ($114.90) per week in 2028.

(C) An amount not to exceed One Hundred Twenty-one and 80/100 Dollars ($121.80) per week in 2029.

Section 3.

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

(A) Five Hundred Fifty-two and 40/100 Dollars ($552.40) per week (including the employee's contribution) for each employee effective January 3, 2027.

(B) An amount not to exceed Five Hundred Seventy-four and 50/100 Dollars ($574.50) per week (including the employee's contribution) for each employee effective January 2, 2028.

(C) An amount not to exceed Six Hundred Nine Dollars ($609.00) per week (including the employee's contribution) for each employee effective December 31, 2028.

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

Section 4.

(A) If City provides Central States C6 Plan, City fulfills its obligations for health insurance regardless if there are changes made in the C6 Plan by Central States, provided the changes do not substantially alter the current Central States C6 Plan benefit structure, including but not necessarily limited to, deductibles, out of pocket expenses and prescription drug coverage.

(B) If there is a substantial change in the benefit structure of the current Central States C6 Plan, City and an insurance committee which includes Lodge representatives and representatives from the other City unions will discuss the modification and whether the City should look elsewhere for health insurance coverage. After such discussions, the Lodge can agree to accept the changes in Central States C6 Plan or accept the City's proposal for alternate

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

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

ARTICLE XXII – Duty Related Illness or Injuries

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

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

Section 8.

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

ARTICLE XXIII – Department Strength

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

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

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

(D) The City agrees that duties requiring the legal authority, certification, or training of a sworn law enforcement officer—including but not limited to patrol functions, arrest powers, evidence collection, criminal investigation, and traffic enforcement—will not be reassigned to non-sworn civilian employees without prior consultation with the Lodge. Civilianization may occur in support roles (e.g., records, data analysis, property room), but must not reduce the number of sworn FTEs budgeted or approved for core operational assignments. If the City proposes to expand the use of civilian staff in areas that may overlap with sworn duties, the City will first provide written notice and a meet-and-confer opportunity with the Lodge.

(E) An employee whose request for paid leave (compensatory, vacation, personal) has been approved will not be required to report to duty during the approved leave to meet minimum shift strength or other staffing needs. The employee may volunteer to report. This paragraph does not apply in an emergency situation as determined by the Chief of Police. An emergency situation is defined as a man-made or natural disaster or event that would most likely require the full resources and strength of the department. An employee recalled under this Section must report to duty within a reasonable amount of time. Emergency recall does not apply to an employee on sick leave or leave protected by law.

ARTICLE XXIII-A – Rank, Appointed Positions, and Specialty Assignments

Section 1.

The intent of this Article is to limit appointed positions, ensure fair and merit-based selection for specialty assignments, and preserve the integrity of rank, compensation, and promotional procedures.

Section 2.

Appointed positions will be limited and must not be used to create or imply rank.

The Chief of Police shall be appointed in accordance with Indiana Code 36-8 by the appropriate appointing authority.

The Chief may appoint: an Assistant Chief; an Operation Captain; an Administration Captain; and an Investigation Captain.

All other positions shall be filled through a competitive process.

Section 3.

Any future creation of divisions, specialty units, assignments shall be reviewed with the Lodge and The City of Goshen. If it is determined a rank is being created within future specialties, they will comply with this article. This section allows amendments to the current CBA to include these specialty units.

Section 4.

Employees may be removed from specialty assignments for legitimate operational or performance reasons. Removal from assignment will not be used to circumvent disciplinary or demotion procedures.

Section 5.

A member holding the merit rank of Captain on the effective date of this Agreement (an "Incumbent Captain") retains that merit rank for the remainder of the member's continuous service. This applies notwithstanding Section 2 of this Article.

An Incumbent Captain may be appointed to a Captain position under Section 2.

If an Incumbent Captain is reduced in grade from an appointed position under I.C. § 36-8-3-4(m), as amended, the member returns to the merit rank of Captain and is covered by this Agreement.

An Incumbent Captain not serving in an appointed position, whether never appointed or returned per the preceding sentence, receives the Captain (Incumbent) base salary in Exhibit A and all other compensation and benefits under this Agreement.

No promotion to the merit rank of Captain will be made after the effective date of this Agreement. The merit rank expires when no Incumbent Captain remains.

ARTICLE XXIV – Seniority, Lay Off and Recall

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

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

ARTICLE XXV – Indemnification

Section 1.

(A) The City shall indemnify and hold harmless each employee from all claims, suits, costs and judgements because of the reasonable acts or omissions of the employee arising out of or in the course of the performance of the duties of such employee; provided, however, that if an employer other than the City provides indemnification for the actions of the employee, the City shall not provide indemnification. Indemnity shall not be provided in the event the employee willfully violates any legal order of a superior officer or the rules and regulations of the Police Department, ordinances of the City of Goshen, laws of the State of Indiana, or laws of the United States of America.

(B) Should any criminal action be instituted against any employee for any action arising out of or in the course of the performance of the duties of such employee, and should such proceedings be dismissed or result in a final disposition in favor of such employee, the City shall reimburse such employee for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial of all appeals.

(C) Should any proceeding described in paragraph (B) of this Section be dismissed due to a plea bargain or other agreement with the employee which avoids criminal sanctions, the City shall not be responsible for fees and expenses incurred.

Section 2.

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

Section 3.

(A) The City shall provide legal counsel of the City's choosing to any employee against whom legal action has commenced as a result of the acts or omissions of the employee as set forth in Section 1 of this Article.

(B) An employee shall have the option to retain his/her own attorney at his/her own expense to represent his/her interests in litigation without diminishing the responsibilities of the City under this Article.

Section 4.

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

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

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

(C) Forward immediately any or all suit papers, demands, notices, summons, complaints or other process received by such employee to the City's attorney.

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

ARTICLE XXVI – Grievance Procedure and Binding Arbitration

Section 1.

A grievance is defined as a complaint or dispute by an employee or the Lodge arising out of the interpretation, application, or alleged violation of this Agreement.

Section 2.

Procedure Grievances will be processed in the following steps:

- Step 1: Informal Resolution - The employee must first discuss the grievance informally with their immediate supervisor within five (5) working days of the incident. If resolved, no further action is necessary.
- Step 2: Written Grievance - If not resolved, the employee or Lodge must submit a written grievance to the Chief of Police within ten (10) working days of the incident or from when the employee should have reasonably known of it. The Chief will meet with the grievant and respond in writing within ten (10) working days.
- Step 3: Appeal to Board of Public Works and Safety - If not resolved, the grievance may be appealed in writing to the Board of Public Works and Safety within ten (10) working days of the Chief's response.
- Step 4: Binding Arbitration - If not resolved at Step 3 to the satisfaction of the grievant, the matter may be submitted to arbitration per the terms and conditions below. To initiate the arbitration process, the grievant must send a written notice of demand for arbitration to the City within ten (10) working days of the action of the Board of Public Works and Safety.

Section 3.

The arbitrator will be selected by mutual agreement. If no agreement is reached, a panel of seven (7) arbitrators must be requested from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of the panel, the City will strike one (1) name within two (2) business days. The grievant will then strike one (1) name within two (2) business days. The parties will continue alternating strikes, each within two (2) business days of the preceding strike, until one (1) name remains. The remaining individual will be selected as arbitrator.

Section 4.

The arbitrator will hold hearings upon the issues, make such investigations as are needed necessary to a proper decision, and render such decision in writing. The arbitrator's decision will be final and binding upon the parties. The arbitrator is authorized to conduct a hearing in an informal manner and is not bound by the technical rules of evidence applicable in judicial proceedings. Each party has the right to present evidence and to cross-examine witnesses. Hearings may be held at any place in Elkhart County agreed to by the parties or, in the absence of an agreement, as determined by the arbitrator. The arbitrator does not have authority to add to, subtract from, or modify the provisions of this Agreement.

Section 5.

The cost of the arbitrator will be borne by the losing party. Each party will bear its own costs for witnesses and representation.

Section 6.

Failure of the grievant or the Lodge to comply with the stated timelines will render the grievance null. Failure of the City to comply allows the grievance to advance to the next step. Extensions may be granted by written mutual agreement.

Section 7.

No employee will suffer retaliation, intimidation, or harassment for filing a grievance or participating in the grievance process.

Section 8.

All grievance documentation will be maintained separately from personnel files unless required by law or disciplinary policy.

ARTICLE XXVII – Bill of Rights

Section 1.

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

This Article applies to all members under this contract. It governs all administrative, investigatory, and disciplinary proceedings initiated by the City or Department that may lead to discipline.

Section 2.

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

(A) Advance Notice to Officer. Prior to being interviewed regarding an internal affairs investigation for any reason which could lead to disciplinary action, an officer shall be:

(1) Informed in writing of the nature of the investigation and whether the officer is a witness or a suspect, if and when known;

(2) Informed of other information necessary to reasonably apprise him/her of the nature of the allegations of the complaint, including the date, time, and location of the occurrence;

(3) Afforded an opportunity and facilities to contact and consult privately with an attorney of his/her choosing and/or representative of the Lodge;

(4) Whenever a delay in conducting the interview will not jeopardize the successful accomplishment of the investigation or when criminal culpability is not an issue, advance notice shall be given to the officer not less than twenty-four (24) hours before the initial interview commences or written reports are required from the officer.

(B) Interview Safeguards. Any interview of an officer shall be when the officer is on duty unless the seriousness of the complaint dictates otherwise.

(1) If prior to or at any time during the interview of a police officer it is determined that he/she may be charged with a criminal offense, he/she must be immediately informed of his/her constitutional rights and the interview will be terminated unless the officer chooses to waive his/her constitutional rights of self-incrimination.

(2) Interviews will take place at the department police station facility, or elsewhere if mutually agreed, unless the emergency of the situation necessitates otherwise.

(3) An attorney or representative chosen by the officer must be given a reasonable opportunity to attend the interview, considering the seriousness of the criminal matter under investigation and the need for immediate action. If the interview is delayed more than twenty-four (24) hours solely because the chosen attorney or representative is unavailable, the interview will be rescheduled as soon as reasonably practicable. The officer will not be suspended without pay or subjected to any other disciplinary action resulting in a loss of pay solely because of that unavailability. Regardless of the urgency of the matter, the officer must be given at least three (3) hours to obtain an attorney or representative before any interview begins.

(4) The officer being interviewed must be informed of the name, rank, and command of the officer in charge of the investigation and the interviewing officer.

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

(6) Interviews shall not be overly long. The officer shall be entitled to reasonable intermissions as he/she shall request for personal necessities, telephone calls, and rest periods, with one (1) ten (10) minute intermission every hour if he/she requests.

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

(8) Investigations shall be concluded without delay.

(C) Investigation Results.

(1) The officer will be furnished with a copy of the summary report of the internal investigation that will contain all material facts of the matter.
(2) The officer will be furnished with the names of all witnesses and complainants who will appear against him/her and/or whose statements will be used against him/her.

(D) When Disciplinary Action Results.

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

(E) Notice to Department Members. When an officer receives disciplinary action that is subject to review by the Board of Public Works and Safety, an email will be sent to Police Department members, within twenty-four (24) hours or as soon as reasonably feasible, advising of the disciplinary action taken and its final disposition. The information provided will not exceed the information available to the media or the public under a public records request.

Section 3. Just Cause

No officer will be disciplined, demoted, suspended, or discharged without just cause. Disciplinary actions must be based on verifiable facts, applied fairly, and follow the principle of progressive discipline, unless the nature of the offense warrants immediate or severe action.

Section 4. Right to Representation

Any officer who reasonably believes that an interview, meeting, inquiry, or interaction with management may result in disciplinary action or adversely affect their employment status will have the right to Lodge representation of their own choosing upon request.

Upon such request, the interview or meeting will be postponed for a reasonable period to allow for representation. No adverse inference will be drawn from the officer's request for representation

Section 5. Investigation

An internal investigation must be assigned to and conducted by an individual who is not in an upper level policy-making position and who did not file the underlying complaint. Under no circumstance will a member of the administration sit in or conduct the interview of an officer who is the target of the investigation. Members of the Administration will not have meetings or conversations about the disciplinary action with a member who may be conducting the interview prior in an attempt to get their belief or feelings on the complaint or allegations, prior to assigning them to conduct the investigation.

Section 6. Representation During Critical Incidents

An officer involved in a critical incident, including officer-involved shootings, deaths in custody, or major use-of-force events, will be afforded immediate access to Lodge representation of their own choosing prior to any administrative questioning, consistent with Garrity and due process protections.

Section 7. Garrity Protection

Officers who are the subject of a complaint or internal investigation have statutory rights under Indiana Code § 36-8-2.1-5, as amended. Bargaining unit members are encouraged to review that statute in full, which sets forth the procedures and protections applicable to such investigations. Before any officer is compelled to provide a written or oral statement under threat of discipline, the officer must be issued the following Garrity Warning:

STATEMENT OF RIGHTS

I wish to advise you that you are being questioned as part of an official investigation of the Goshen Police Department. You will be asked questions specifically, directly, and narrowly related to the performance of your official duties as a _____ or concerning your fitness as a _____. You have the constitutional right not to incriminate yourself.

Under no circumstances will your statement be used in any subsequent criminal court action against you. However, factual information contained in the internal affairs file on this investigation, including your statement, is generally discoverable in civil rights litigation filed in federal or state court and may be used to impeach your testimony. In addition, this factual information may be used in any criminal proceeding in which you are a witness.

I further with to advise you that if you refuse to give a statement or answer questions relating to the performance of your official duties or fitness for duty, you will be subjected to departmental charges that could result in your dismissal from the Goshen Police Department.

Signed: _____(Interviewer)

I have read the above and understand it fully. I sign this statement having been advised of the above rights before any questions have been asked of me.

Signed:_____(Officer)

Date and Time:_____

Section 8. Time Limits on Internal Investigations.

The Department will complete any internal affairs investigation that may result in discipline within thirty (30) calendar days from the date the Department becomes aware of the alleged misconduct. An extension of up to thirty (30) days may be granted with written approval of the Lodge. No discipline will be issued more than one hundred twenty (120) days from the date of discovery unless criminal proceedings require delay.

Section 9. Disclosure of Findings Only.

Officers under investigation will receive written notice of the final findings of any administrative investigation, indicating whether allegations were sustained, not sustained, unfounded, or exonerated. If discipline is issued, the officer must be provided a copy of the final report, redacted as necessary for confidentiality.

Section 10. Record Access and Response Rights.

No material that may reasonably relied upon in disciplinary decisions will be placed in an employee's personnel file without prior written notice and an opportunity to respond. Officers may request to review their personnel file and add written rebuttals.

Section 11. Protection Against Retaliation.

No officer will be retaliated against for exercising rights under this Agreement, filing grievances, reporting misconduct in good faith, or engaging in Lodge activities.

Section 12. Mental Health Support.

Officers undergoing administrative investigations involving traumatic incidents (e.g., officer-involved shootings, child fatalities, suicides) shall be offered confidential access to a licensed mental health provider through the City's EAP or peer support system.

Section 13. Adverse Publicity Safeguard.

No identifying information about an officer under investigation shall be disclosed to the public prior to the conclusion of the investigation and issuance of final discipline, unless required by law or court order. Department representatives shall refrain from prejudicial public statements.

Section 14. Statute of Limitations on Non-Criminal Misconduct.

Allegations of non-criminal misconduct will not be investigated or result in discipline more than one (1) year after the date of occurrence, unless involving fraud, harassment, or concealment. Criminal investigations toll this time limit.

Section 15. Anonymous Complaints

No officer will be disciplined based solely on anonymous, uncorroborated, or unsworn allegations. A complainant or witness cannot be listed as anonymous if anyone, including the interviewer or member of the administration, is aware of that subject's identity. If the individual's identity is known to the Department, it will be disclosed to the officer who is the subject of the complaint.

Section 16. Expungement of Unfounded Allegations.

Allegations that are unfounded, not sustained, or exonerated will not remain in an officer's personnel file, unless required by law.

Section 17. Confidentiality.

All internal investigations, personnel matters, and related proceedings must be conducted in a manner that protects officer confidentiality to the extent allowed by law.

Section 18. Brady-Giglio Disclosure Protocol.

If an officer becomes the subject of a potential Brady or Giglio disclosure, the City will, to the extent consistent with law:

1. Provide the officer with prompt written notice of the issue;
2. Allow the officer to review and respond to any factual basis for the disclosure; and
3. Permit representation by the Lodge in any related proceeding.
4. Ensure that any Brady or Giglio disclosure made by City to a prosecuting authority is supposed by sustained findings of misconduct through due process and not based on unsubstantiated allegations alone. Nothing in this subsection limits the City's obligation to disclose information to the prosecuting authority as required by law.

The City agrees that Giglio disclosures will not be used as the sole basis for termination or permanent reassignment without an opportunity for rebuttal and arbitration under this Agreement.

Section 19. Political Activities.

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

Section 20. Polygraph Examinations.

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

Section 21. 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 will not be required to submit to any such tests in regards to any occurrence at a time when he/she, while off duty, was compelled to take immediate police action in response to an emergency situation except in the event of a property damage accident or personal injury accident.

Section 22. Discipline Up to Forty (40) Working Hours.

(A) The Chief of Police shall have the authority to issue oral and written reprimands, as well as suspensions, up to and including forty (40) working hours, of police officers without reporting such action to the City of Goshen Board of Public Works and Safety, unless the police officer receiving the disciplinary action (other than an oral reprimand) within seventy-two (72) hours after receiving notice of the written reprimand or suspension, requests that the Board review the Chief of Police's disciplinary action. There is no right to request a review of an oral reprimand.

(B) If a request for review is timely filed with the Board by the police officer, the Chief of Police will provide the Board with the disciplinary action taken by the Chief of Police and the reasons for such action. The Board will review the action taken by the Chief of Police. The

Board may elect to hold a hearing on the police officer's review request. If the Board elects to hold a hearing, the Board will issue written notice of the hearing to the police officer in person or by a copy left at the police officer's last and usual place of residence at least fourteen (14) days before the date set for the hearing.

Section 24. Supervisor Counseling.

A supervisor who reasonably believes a complaint or alleged violation:

(1) does not involve a criminal act;
(2) does not require an internal affairs investigation; and
(3) is likely to be resolved without formal disciplinary action;

may speak with the member about the matter without formal admonishment and may ask questions for the purpose of supervisor counseling.

If at any point it is determined that the matter may involve one or more of the above factors, the supervisor must initiate a formal investigation or disciplinary process as appropriate.

Notwithstanding this provision, a member may still invoke the rights outlined in this article at any time.

ARTICLE XXVIII – Work Assignment Transfers

Section 1.

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

Section 2.

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

(A) When a transfer is made at the start of the calendar year, the officer involved will be allowed the opportunity to exercise the right of seniority for selecting regular days off.

(B) When a transfer is made in the middle of the year, the officers involved will not be allowed the opportunity to exercise the right of seniority in regards to the selection of regular days off.

(1) Officers who voluntarily transfer, accept a promotion, or accept a lateral transfer to another shift and have any form of leave approved, shall be able to transfer the approved leave to the other shift providing it does not create a manpower shortage. Should the leave create a manpower shortage, the leave will be considered unapproved with the following exceptions.

(a) The administration may still approve the leave if the officer can verify they would suffer a substantial financial loss because of un-refundable expenses, or it would result in the officer's absence from a significant pre-planned event.

(2) Officers whose transfer to another shift was involuntary as a result of being bumped by higher seniority officers, and who have any form of leave approved, shall be able to transfer the approved leave to the other shift regardless of any manpower shortage the leave may cause. This also applies to officers whose transfer to another shift was affected by any other officer's promotion, lateral transfer, disciplinary action or demotion.

(3) Officers whose involuntary transfer:

(a) to the Patrol Division or Detective Division, or
(b) from a specialty unit (Drug Unit, Training Officer, or School Resource Officer),

as a result of being administratively removed from an appointed position, and who have any form of leave approved, shall be able to transfer the approved leave to the new shift regardless of any manpower shortage the leave may cause.

(C) The only exceptions to allowing transfers other than at the above prescribed times will be:

(1) If the affected officers work out a mutually acceptable agreement to make the transfer, contingent upon the agreement of these officers' respective Captains and upon the endorsement of the department administration.

(2) In the event of any disciplinary action; or

(3) In the process of promotional changes.

ARTICLE XXIX – Safety Committee and Safety Equipment

Section 1.

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

Section 2.

(A) The City shall make reasonable provisions for the safety and health of police officers during the hours of their employment. It shall maintain its equipment in safe operating condition. The City shall furnish such protective devices and/or equipment as necessary to properly safeguard the health and safety of police officers and protect them from injury.

(B) In the event a police officer believes that an assigned vehicle is unsafe for use during a tour of duty, it shall be returned to the station. If the officer in charge agrees with the police officer, the vehicle shall be redlined and a condition slip made out on the vehicle. The vehicle will remain out of service until the proper repairs are made. No police officer shall be required to operate an unsafe vehicle.

(C) All patrol vehicles, marked and unmarked, used in the line of duty will be equipped with either a department long gun or the police officer's personal long gun that has been approved by the Police Department. A long gun case and/or gun rack will be supplied for the patrol vehicle, marked and unmarked, if requested by the police officer. The long gun will be located inside the vehicle (includes trunk) with easy access to the police officer.

(D) All Police Department vehicles used in the line of duty shall be equipped with a minimum of air conditioning, AM/FM radio, heater, power windows, and power door locks. In addition, all vehicles used in the line of duty shall be equipped with emergency flashing lights, red and blue in color visible to the front and to the rear of the vehicle. All vehicles used in the line of duty shall be equipped with an audible siren with the same wattage as a marked patrol car has. All marked vehicles and detective cars shall be equipped with a lower lumbar device in the driver's seat for those employees who request such a device (factory installed inflatable type) to help alleviate lower back problems, subject to a policy agreed to by the FOP Lodge 81 and the City of Goshen Board of Public Works and Safety. This policy is for the purpose of determining whether a retrofit of a police vehicle will cause any problems with the auto insurance policy for those vehicles. The request for a lower lumbar device must be accompanied by a letter from the employee's family medical doctor, family chiropractic doctor, or any medical doctor who specializes in such medical problems. The City and/or the Chief of Police may request, at the expense of the City, that the employee requesting such a device be sent to a doctor of the City's choice to confirm such a device would be beneficial to the employee.

ARTICLE XXX – Pay Days

Section 1.

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

Section 2.

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

(A) Court time and overtime pay shall be included in each biweekly check.

(B) Technical skills pay shall be in addition to and a portion of each biweekly check on a pro rata basis.

(C) Shift differential pay shall be in addition to and a portion of each biweekly check on a pro rata basis.

(D) Clothing allowance pay shall be paid in equal amounts, semiannually on the first pay day in April and the first pay day in October of each year.

(E) A payment in lieu of holiday pay shall be paid annually on the first pay day in November of each year.

(F) Longevity increase shall be in addition to and a portion of each biweekly check on a pro rata basis.

Section 3.

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

ARTICLE XXXI – Personnel Service Records

Section 1.

The City will maintain a central personnel file for each sworn employee, which shall include:

(1) Employment applications, certifications, and performance evaluations;
(2) Disciplinary actions, commendations, and promotions;
(3) Copies of training records and employment-related correspondence.

The file shall be maintained by the Clerk-Treasurer's Office or designated human resources authority in accordance with applicable law and municipal policy.

Section 2.

Each employee will have the right to:

(1) Inspect their personnel file upon request, during normal business hours and in the presence of an authorized City representative;
(2) Request a copy of any document in the file;
(3) Receive written notification when any record of disciplinary action is placed in their personnel file. Consistent with Article XXVII, Section 10, no material that may reasonably be relied upon in a disciplinary decision will be placed in the file without prior written notice to the employee and an opportunity to respond.

Access shall be granted within seven (7) business days of the request unless extended by mutual agreement.

Section 3.

If an employee disagrees with any entry in their personnel file, they have the right to submit a written rebuttal or clarification, and request that the rebuttal be permanently attached to the disputed entry. Such responses must be added to the file and considered part of the official personnel file.

Section 4.

Personnel files and their contents will be considered confidential and must not be disclosed to unauthorized persons, except with the written consent of the employee; as needed for internal City functions such as evaluations, promotions, or grievance defense; or as required by law or valid court order.

Section 5.

Upon written authorization of the employee, City will provide the employee's personnel file, or portions thereof, to the Lodge for review and representation purposes.

ARTICLE XXXII – Strike Prohibition

Section 1.

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

Section 2.

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

ARTICLE XXXIII – Successor Municipality

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

ARTICLE XXXIV – Savings Clause

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

ARTICLE XXXV – General Matters

Section 1. Agreement Administration

The administration of this Agreement will be the joint responsibility of the City and the Lodge. Each party agrees to designate a primary contact or designee to coordinate matters arising under this Agreement and to facilitate clear and consistent communication.

Section 2. Copies of Agreement

The City will provide the Lodge with an electronic or digital copy of the fully executed Agreement.

Section 3. Notice Requirements

Unless otherwise specified in this Agreement:

(A) All formal notices or communications required between the parties must be in writing;

(B) Sent via email, certified mail, or personal delivery; and

(C) Delivered to the designated representative of each party.

Timelines for response will begin upon confirmed delivery unless otherwise stated.

Section 4. Workplace Posting Requirements

Required federal and state labor law postings, FOP notices, and copies of this Agreement will be made available:

(A) In a designated, visible location within the Police Department; or

(B) On the Department's internal intranet or shared drive.

The Lodge will be permitted to maintain a separate, secure bulletin board for its exclusive use.

Section 5. Conflict with Department Policies

In the event of a direct contradiction of an express term or provision of this Agreement and any departmental general orders, policies, or procedures. This Agreement will control except it the department general order, policy, or procedure provides a greater benefit to the employee.

The City agrees to consult with the members prior to implementing any new Department policies that may materially affect wages, hours, or working conditions.

Section 6. Right to Record Meetings

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

Section 7. Keeping of a Police Officer's Gun

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

Section 8. Lodge Representation

All employees may be offered a choice to be a member of the Fraternal Order of Police or remit an amount equal to the dues of the Lodge as a contribution for representation in the negotiation of this contract. This Section does not obligate the City to make any deduction except as provided by Article V.

ARTICLE XXXVI – Shift Differential Pay

Section 1.

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

Section 2.

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

(A) The officers working the afternoon watch will receive an annual compensation in the annual amount set forth in Exhibit B for the afternoon watch.

(B) The officers working the night watch will receive an annual compensation in the annual amount set forth in Exhibit B for the night watch.

(C) Nothing in this Article will be construed to indicate compensation is due for occasional work during these hours.

Section 3.

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

ARTICLE XXXVII – Wellness Program

Section 1.

The City of Goshen shall fund a program for all personnel under the contract in the amount set forth in Exhibit B, per person. This shall be given to each employee upon presentation of a claim for expenses from any of the recognized list of options from Section 2.

Section 2.

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

(A) Billing from a valid physical fitness program.

(B) Complete physical from a doctor, urgent care center, or hospital.

(C) Expenses for dental and/or optical insurance.

(D) Billing for dental and/or optical insurance.

(E) Weight loss and nutrition counseling, smoking cessation, and stress management.

(F) Consultation and therapy for the employee; employee and spouse; employee and dependents; employee, spouse and dependents; or if in the context of joint counseling involving the employee, individual sessions for spouse or dependents.

(G) Physical fitness equipment. (i.e., bar bells, bike machines, etc.)

Section 3.

The payment will be paid at the first pay period following the approval of the claim. The employee must submit all claims by November 30th of each year. All claims must be for the member only, except in the case of joint counseling. Minimum claim must be Twenty-five Dollars ($25.00) or more, except at the end of the year (November 1st of any calendar year) where it can be the balance of any qualified claims up to the employee's limit.

ARTICLE XXXVIII – Secondary and Extra-Duty Employment

Section 1. Private Secondary Employment.

(A) Off-duty employment that an officer arranges independently, that does not require the officer to act or hold himself or herself out in the capacity of a police officer, and that does not involve the use of Department resources, is not governed by this Agreement and does not require Department approval under this Article. Such employment remains subject only to applicable law and any generally applicable Department conflict-of-interest or outside-employment policy.

(B) Off-duty employment or activity in which the officer acts, or holds himself or herself out, in the capacity of a police officer, or that involves the use of Department resources – including Department vehicles, equipment, uniforms, badges, firearms, or credentials – requires prior Department approval and is subject to Department policy.

Section 2. Department-Routed Extra Duty.

Any request for police services made to the City of Goshen or the Goshen Police Department will be administered by the Department as extra-duty employment under Department policy.

ARTICLE XXXIX – Flexible Benefits Plan

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

ARTICLE XL – Tuition Reimbursement

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

Successful completion will require a grade of C or higher.

Section 6.

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

Section 7.

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

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

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

ARTICLE XLI – Health Management Program

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

ARTICLE XLII – Hiring Bonus

(A) City may enter into an agreement with a new employee for the payment of a hiring bonus at the time City extends an offer of employment. The agreement must be presented to the Board of Public Works and Safety for approval.

(B) To be eligible for this hiring bonus, the new employee must meet the following prerequisites before beginning employment as a police officer with the Goshen Police Department:

(1) The police officer must have successfully completed the minimum Tier I basic training requirements established by the Indiana Law Enforcement Training Board;

(2) The police officer must have an active certification with the Indiana Law Enforcement Training Board;

(3) The police officer must have separated from another Indiana law enforcement agency as an active reserve officer or paid police officer within twenty-four (24) months of accepting the employment offer with the City of Goshen;

(4) The police officer must have served the other Indiana law enforcement agency as an active reserve officer or paid police officer a minimum of one (1) year; and

(5) The police officer must be a first-time employee of the Goshen Police Department as a police officer.

(C) The amount of the hiring bonus and when it will be paid will be determined by the Board of Public Works and Safety.

(D) Upon commencement of employment, a police officer meeting the eligibility prerequisites under paragraph (B) will receive a base wage equal to the base wage paid to a patrol officer.

(E) Upon commencement of appointment, a police officer meeting the eligibility prerequisites under paragraph (B) will receive forty-five (45) hours of paid sick leave.

(F) The appointment of a police officer is probationary for a period not to exceed one (1) year. The Police Chief may recommend to the Board that the police officer receive permanent appointment at any time within the probationary period.

(G) In the event the police officer voluntarily leaves City employment or is terminated for cause prior to the police officer's second employment anniversary date, the police officer must repay City any hiring bonus paid prior to the last day of employment. No repayment will be due City if the police office leaves City employment due to disability or illness which

make it impractical to continue to serve as a police officer in the foreseeable future, or death.

(H) The police officer shall forfeit any future hiring bonus payments under paragraphs (C) if:

(1) Any disciplinary action in excess of a written warning is taken against the police officer at any time during the first five years of employment; and
(2) The police officer receives performance evaluations with a score of less than thirty-two (32) after the police officer's first year of employment.

SIGNATURE AND RATIFICATION PAGE

This Agreement is entered into by and between the City of Goshen, Indiana and the Fraternal Order of Police, Lodge 81, Inc., collectively referred to as "the Parties," and represents the full and complete understanding between the Parties for the period beginning January 1, 2027, and ending December 31, 2027, unless extended or modified in accordance with the terms herein.

The Lodge and the City, by and through their duly authorized officers and representatives, and intending to be legally bound, now sign this Agreement on _____, 2026.

City of Goshen, Indiana
Board of Public Works and Safety

_____
Gina M. Leichty, Mayor

_____
Michael A. Landis, Board Member

_____
Mary Nichols, Board Member

_____
Orv Myers, Board Member

_____
Barb Swartley, Board Member

Goshen FOP Lodge 81, Inc.

_____
Jacob Lambright

_____
Mark Clere

_____
William Miller

_____
Adam Johnson

_____
Aaron Johnson

_____
Kyle Priem

EXHIBIT A – Base Salaries

A. Previous Rank Structure (2026 Rates – Reference)

Previous Rank Structure	2026 Annual Base Salary
Captain	$82,281
Lieutenant	$76,936
School Resource Officer / Detective	$76,936
Sergeant	$74,763
Patrol Officer	$72,189
Probationary Patrol Officer	$64,064

B. New Rank Structure (Effective January 1, 2027)

New Rank Structure	2027 Annual Base Salary
Police Recruit	$65,482.00
Probationary Officer	$70,000.00
Police Officer 3	$75,078.26
Police Officer 2	$77,578.26
Police Officer 1	$80,078.26
Det/Corp/Spec	$83,014.70
Sergeant	$86,755.01
Lieutenant	$90,014.70
Captain (Incumbent)****	$95,573.33

* In addition to the wages set forth above, the City will pay the employer's contribution to the pension plan for sworn members as required by Indiana Code § 36-8-8-6, and the City will pay two percent (2%) of the employee's contribution to the pension plan to the extent the contribution is required by Indiana Code § 36-8-8-8.

** Under the new structure, a sworn police officer appointed to a School Resource Officer, Detective, or other specialty assignment that carries the Corporal / Detective / Specialty Assignment rate will receive that rate while so assigned. Probationary officers remain at the Probationary rate until completion of the probationary period.

*** Officer 1 (4 Years) rate applies upon completion of four (4) years of continuous service with the Department.

****Applies only to Incumbent Captains under Article XXIII-A, Section 5, while not serving in an appointed position. This is a closed rank, and it expires when no Incumbent Captain remains.

EXHIBIT B – Supplemental Pay Schedule

Pay Type	Rate	Basis	Article
Officer-in-Charge of Shift	$25.00	per shift	XII § 2
Officer-in-Charge of Half Shift	$12.50	per half shift	XII § 2
Field Training Officer	$30.00	per shift	XII § 3
Field Training Officer	$15.00	per half shift	XII § 3
On-Call Pay	$20.00	per day	XI
Shift Differential – Afternoon Watch	$350.00	annual	XXXVI
Shift Differential – Night Watch	$500.00	annual	XXXVI
Clothing Allowance	$1,500.00	annual	XIV
Wellness Program	$200.00	per person / year	XXXVII

EXHIBIT B (cont.) – LONGEVITY SCHEDULE

Year of Service	Annual Increase	Cumulative Longevity
Year 0 / New Hire	$0	$0
Year 1	$200	$200
Year 2	$200	$400
Year 3	$200	$600
Year 4	$200	$800
Year 5	$200	$1,000
Year 6	$200	$1,200
Year 7	$200	$1,400
Year 8	$200	$1,600
Year 9	$200	$1,800
Year 10	$200	$2,000
Year 11	$200	$2,200
Year 12	$200	$2,400
Year 13	$200	$2,600
Year 14	$200	$2,800
Year 15	$200	$3,000
Year 16	$200	$3,200
Year 17	$200	$3,400
Year 18	$660	$4,060
Year 19	$670	$4,730
Year 20	$670	$5400
Year 21+	$0	$5,400 (cap)

CITY OF GOSHEN LEGAL DEPARTMENT
Donald R. Shuler, Assistant City Attorney

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

donshuler@goshencity.com ● goshen.in.gov
Phone (574) 537-3855 ● Fax (574) 533-8626 ● TDD (574) 534-3185

November 12, 2026

To: Board of Public Works and Safety

From: Don Shuler

RE: Resolution 2026-25: Goshen Police Department Structure

Attached for the Board's consideration is Resolution 2026-25, concerning the Goshen Police Department Structure. Under state statute, the police chief and the next two (2) ranks below the chief are upper level policymaking positions. The proposed Resolution changes the title of one of these ranks – Division Chief to Captain – to be consistent with the new Collective Bargaining Agreement.

Suggested Motion: Move to adopt Resolution 2026-25, Goshen Police Department Structure, as presented.

GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
RESOLUTION 2026-25

GOSHEN POLICE DEPARTMENT STRUCTURE

WHEREAS Indiana Code § 36-8-1-12 defines an upper level policy making position to be the position held by the police chief and each position held by a member of the police department in the next two (2) ranks and pay grades immediately below the police chief if the authorized size of the department is more than fifty (50) members.

WHEREAS the authorized size of the Goshen Police Department is more than fifty (50) members.

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

(A) The Goshen Police Department will consist of the following three (3) levels of upper level policy making positions:

(1) Police Chief (one (1) employee)

(2) Assistant Police Chief (one (1) employee)

(3) Captain (up to three (3) employees) (this position does not include any Captain identified as an "Incumbent Captain" under the existing Collective Bargaining Agreement).

(B) Each of the three (3) levels are a separate rank and pay grade, and the employees filling the position or positions within each level will receive the salary established by ordinance for the respective upper level policy making position.

(C) All upper level policy making positions must be appointed by the Mayor in accordance with Indiana statutes, as may be amended from time to time.

(D) In the event a person holding an upper level policy making position gives notice of the person's retirement or resignation from their position, two (2) persons may hold a certain upper level policy making position simultaneously (e.g. the current person holding the position and the incoming person holding the position) to allow for training and continuity of leadership.

(E) All polices and parts of policies inconsistent or in conflict with the terms of this Resolution are repealed to the extent of the inconsistency or conflict. This Resolution repeals and replaces Resolution 2026-15 adopted May 14, 2026.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on November 12, 2026.

Gina M. Leichty, Mayor

Mary Nichols, Member

Michael A. Landis, Member

Orv Myers, Member

Barb Swartley, Member

REQUEST

DATE: **Thursday, November 12, 2026**

TO: **GOSHEN BOARD OF WORKS**

FROM: **GOSHEN WATER & SEWER**
KELLY SAENZ

RE: **UNPAID FINAL ACCOUNTS**

The original amount of unpaid final Water/Sewer accounts for this period was **$3,013.65**
Collection letters were sent out and payments of **$73.74** had been collected.

The uncollected amount equals **$2,939.91**

Therefore I am requesting to move our uncollected finaled accounts from active to Collection, Sewer Liens and Write offs.

These are accounts for the most part were finaled thru **Thursday, September 17, 2026**

WATER: **$1,398.27**
SEWER: **$1,541.64**

TOTALS

REPORT TOTAL		$3,013.65
BPS TOTAL	**$693.64**	$2,320.01
COUNTY TOTAL	**$147.70**	$2,172.31
W-WRITE OFF	**$704.63**	$1,467.68
S-WRITE OFF	**$1,393.94**	$73.74
PAYMENT TOTAL	**$73.74**	$0.00
AGREEMENT TOTAL	**$0.00**	

ENGINEERING DEPARTMENT
CITY OF GOSHEN

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

MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: ANNUAL PASER UPDATE
JN: 2006-0004

DATE: November 12, 2026

As a condition of the INDOT Community Crossings Matching Grant (CCMG) eligibility, INDOT requires an annual update to each local public agency's Pavement Asset Management Plan (PAMP). The PAMP has been developed by the City's Innovation and Technology and Engineering Departments. It is presented to INDOT through the Local Technical Assistance Program at Purdue University. The PAMP reports on the current condition of Goshen's road assets, provides suggested guidance to increase the overall condition of Goshen's road assets, and fulfills the eligibility requirements for CCMG fund applications. The PAMP must be reviewed and approved by the Board of Works.

Requested Motion: Approve the 2026 Pavement Asset Management Plan for submittal to Purdue's Local Technical Assistance Program, as a condition of INDOT's Community Crossings Matching Grant eligibility.

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

_____
Gina Leichty, Mayor

_____
Barb Swartley, Member

_____
Mary Nichols, Member

_____
Orv Myers, Member

_____
Michael Landis, Member

F:\Projects\2026\2026-0004 _ 2026 Street Mileage, GASB 34 & Operational Report\BOW Memo -.doc

Engineering Department
CITY OF GOSHEN
204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Goshen Engineering

RE: COUNTY COURTS CONSOLIDATION PROJECT ROADWAY IMPROVEMENTS (JN: 2021-0014)

DATE: November 12, 2026

Attached please find Change Order No. 9 – A Balancing Change Order- Amended.

The commission approved the original balancing change order on March 12, 2026. After the signed approval, an additional line item came in for the amount of $1,854.37 to re-calibrate the signal cameras at the intersection of CR 17 and Peddlers Village Road.

This balancing change order amendment will serve to add the line item and pay the retainage in full.

Change Order No. 9 increases the amended contract price by $1,854.37 making the final contract amount $4,003,702.09. This amount is 3.89% under the bid amount of $4,165,762.30 due to the previous change orders.

Contract amount as previously amended	**$4,001,847.72**
Change Order No. 9	$ 1,854.37
Revised contract amount	**$4,003,702.09**

Suggested Motion: Move to approve the balancing Change Order No. 9 amended increasing the contract by $1,854.37 for a final contract amount of $4,003,702.09.

Change Order No. 9
Date: 11/12/2026

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

OWNER: City of Goshen

PROJECT NAME: Court Consolidation Roadway Improvements

PROJECT NUMBER: 2021-0014

CONTRACTOR: Niblock Excavating, Inc.

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

Line item adjustments to serve as an amended balancing change order to close the project.

9.1	Recalibrate signal cameras	1 LSUM @ $1,854.37	---------	$1,854.37

Subtotal - $1,854.37

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1.	Amount of original contract	$4,165,762.30
2.	Net (~~Addition~~/~~I~~ /Reduction) Due to all Previous Contract Supplements Numbers 1 to 9	-$163,914.58
3.	Amount of Contract, not including this supplement	$4,001,847.72
4.	Addition/~~Reduction~~ to Contract due to this supplement	$1,854.37
5.	Amount of Contract, including this supplemental	$4,003,702.09
6.	Total (Addition/~~Reduction~~) due to all Change Orders (Line 2 + Line 4)	($162,060.21)
7.	Total percent of change in the original contract price Includes Change Order No. 1 to 9 (Line 6 divided by Line 1)	-3.89%

III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby extended/~~reduced~~ by 0 calendar days.

2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as _X-2431_____, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.

3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.

4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.

RECOMMENDED FOR ACCEPTANCE

Dustin K. Sailor, P.E.
Director of Public Works

ACCEPTED: REDEVELOPMENT
CITY OF GOSHEN, INDIANA

BY: _____
Becky Hutsell, Redevelopment Director

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

_____
Mayor

_____
Member

_____
Member

_____
Member

_____
Member

ACCEPTED: CONTRACTOR Niblock Excavating, Inc.

BY: _____
Signature of authorized representative

_____
Printed

_____
Title

Engineering Department
CITY OF GOSHEN
204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

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MEMORANDUM

TO: Board of Public Works and Safety

FROM: Engineering Department

RE: **APPROVAL & ACCEPTANCE OF REMAINING INFRASTRUCTURE FOR WESTORIA SUBDIVISION EXPANSION, PHASE 8 (JN: 2021-2002)**

DATE: November 12, 2026

The installation of infrastructure (water main, sanitary and storm sewer, curb, asphalt, and sidewalk constructed to-date) was accepted by the Board of Works on December 11, 2023. However, outstanding punchlist items prevented acceptance of the antique street lights at that time. The Engineering Department recommends that the six (6) antique street lights in the public right-of-way now be accepted for permanent maintenance.

Please consider the acceptance of the antique street light infrastructure for this project. The total cost of all infrastructure previously accepted and currently before the Board of Works for consideration is $430,362.68.

Requested motion: Approve the acceptance of the antique street lights for maintenance for the Westoria Subdivision Expansion, Phase 8 for a total of $30,794.75.

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

_____
Gina Leichty, Mayor

_____
Barb Swartley, Member

_____
Mary Nichols, Member

_____
Orv Myers, Member

_____
Michael Landis, Member

Attachments: Updated Project Details Spreadsheet

INFRASTRUCTURE DETAILS / ASSET VALUES

PROJECT NAME	Westoria Subdivision Expansion, Phase 8	PROJECT #	2021-2002
LOCATION		DRAWING #	S-0942
	DATE 11/10/2026	DATE TO BOW	11/12/2026

INFRASTRUCTURE	QUANTITY	# OF HYDRANTS OR STRUCTURES	CONTRACTOR OR BONDING PARTY	BOND EXP DATE	CONSTRUCTION COST	10% MAINTENANCE BOND
Water Main	902 LFT - 8" DI 493 LFT - 6" DI	3 Fire Hydrants	Square 1 Excavating		$80,506.00	$8,050.60
Sanitary Sewer	1194 LFT - 8" PVC	8 Manholes			$58,283.08	$5,828.31
Storm Sewer	259 LFT - 12" RCP 253 LFT - 15" RCP 194 LFT - 18" RCP	1 Manhole 2 Catch Basins 8 Inlets			$74,574.30	$7,457.43
Street	956 LFT - Asphalt		Niblock Excavating, Inc.		$142,049.55	$14,204.96
Curbing	1,817 LFT				$38,560.00	$3,856.00
Sidewalk & ADA Ramps (To-Date)	86 SYD		DR Miller Concrete		$5,595.00	$559.50
Previous Cost Accepted					**$399,567.93**	**$39,956.79**
Antique Street Lights			Burt Electric, JJ's Construction & Acoustical		$30,794.75	$3,079.48
Current Const. Cost					**$30,794.75**	**$3,079.48**
Total Const. Cost					**$430,362.68**	**$43,036.27**

STREET DETAILS

WESTORIA DRIVE							CURBS		SIDEWALKS						
Segment No	Start	End	Surface Type	Width	Length	Class-ification	1 or 2 sides	None	None	1 or 2 sides	Year Const-ructed	Year Const-ructed	Cost	Right-of-Way width (ft)	Antique Street Lights
1	Westoria Drive (Existing)	Winslow Drive	Asphalt	24' - 51.5'	114'		2			*		2022	$16,938.96	50 '- 97.5'	1

*NOTE: Future sidewalks on both sides of street will be added during house construction

WINSLOW DRIVE							CURBS		SIDEWALKS						
Segment No	Start	End	Surface Type	Width	Length	Class-ification	1 or 2 sides	None	None	1 or 2 sides	Year Const-ructed	Year Const-ructed	Cost	Right-of-Way width (ft)	Antique Street Lights
1	Westoria Drive	Winslow Drive (Existing)	Asphalt	24' - 51.5'	842'		2			*	2023	2022	$125,110.59	50 '- 97.5'	5**

*NOTE: Partial sidewalk constructed where outside of house lots. Future sidewalks on both sides of street will be added during house construction

**Supply of electricity to the private street light on Wendover Drive is included in the City's acceptance of infrastructure. Maintenance of the private street light and maintenance of the physical conductors and conduit feeding the street light on Wendover Drive are not included in the City's acceptance of infrastructure.

ENGINEERING DEPARTMENT
CITY OF GOSHEN

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

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering

RE: RELEASE OF MAINTENANCE SECURITY – WESTORIA SUBDIVISION, PHASE VIII (JN: 2021-2002)

DATE: November 12, 2026

Final inspection of the above-referenced project has taken place. The infrastructure (asphalt, concrete, sanitary, water and storm system) has been found to meet City standards and specifications.

It is, therefore, recommended that the City of Goshen release the 3-year maintenance security, in the form of an irrevocable letter of credit, which was provided by Windshire Corp for the infrastructure in the amount of $43,036.00.

Please approve the release of the security and accept this project for permanent maintenance. Copies of the letter of credit are attached for your review.

Requested Motion: Approve the release of the 3-year letter of credit in the amount of $43,036.00 and accept the Westoria Subdivision Expansion, Phase 8, public infrastructure for permanent maintenance.

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

_____
Gina Leichty, Mayor

_____
Barb Swartley, Member

_____
Mary Nichols, Member

_____
Orv Myers, Member

_____
Michael Landis, Member

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Lake City Bank

Commercial Banking
202 E Center St
PO Box 1387
Warsaw IN 46581

IRREVOCABLE LETTER OF CREDIT

April 3, 2024

Beneficiary:
City of Goshen
Attn: Engineering Department
204 E Jefferson St, Ste. 1
Goshen, IN 46528

To Whom it May Concern,

Lake City Bank hereby issues our Irrevocable Letter of Credit number 6146821-36 in favor of the City of Goshen, 204 E Jefferson St, Ste. 1, Goshen, IN, for the account of Windshire Corp, 2523 Messick Dr. S, Goshen, IN 46526 (Developer) for a sum or sums not exceeding $43,036.00 (Forty-Three Thousand Thirty-Six and no/100 U.S. dollars). These funds are available upon presentation of a sight draft(s) subject to the terms and conditions below.

Each drawing under the Letter of Credit must be accompanied by the following documents:

1) The original Letter of Credit and all amendments thereto, if any.
2) Site draft must state "Drawn under Lake City Bank Standby Letter of Credit number 6146821-36 dated April 3, 2024."

The above named Developer engages with you that each sight draft(s) drawn under and in compliance with the terms and conditions of credit set forth herein will be duly honored on delivery of documents as specified herein if presented at Lake City Bank, 202 E. Center St, Warsaw, IN 46580, on or before the expiration date of April 3, 2027.

Both the Developer, Windshire Corp, 2523 Messick Dr. S, Goshen, IN 46526, and issuer, Lake City Bank, 202 E. Center St, Warsaw, IN 46580, hereby agree to be firmly bound to the City of Goshen, beneficiary herein, for the amount of aforementioned credit and subject to the terms and conditions set forth herein.

TERMS AND CONDITIONS:

1. No provision and term of this letter shall be modified without the consent of the beneficiary City of Goshen.

2. The Developer, Windshire Corp, 2523 Messick Dr. S, Goshen, IN 46526, shall warrant that the

public improvements at Phase 8 of the Westoria Subdivision, Goshen, IN shall be free from defects of workmanship and materials, ordinary wear and tear being excepted, for a period of three (3) years. Developer shall be liable for the cost of repair of any defect in material and workmanship discovered within the three (3) year period. Upon fulfillment of this condition to the satisfaction of the beneficiary, this credit shall be null and void and the original letter of credit will be returned to Lake City Bank, otherwise it shall remain in full force and effect until the expiration date.

3. This letter of credit is subject to the International Standby Practices (1998) of the International Chamber of Commerce Publication No. 590 ("ISP98") or such later revisions of the ISP as may be hereafter adopted. As to matters not governed by ISP98, this letter of credit shall be governed by, and construed in accordance with the Laws of the State of Indiana, without regard to principles of conflict laws.

We, the undersigned, hereby confirm the credit and thereby undertake to honor each demand for payment presented as above specified.

Sincerely,

Kimberly A. Hooley, Senior Vice President

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

MEMORANDUM

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

FROM: Stormwater Management Department

RE: **POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN APPROVAL ARIEL CYCLEWORKS (JN: 2021-2045)**

DATE: November 12, 2026

The developer of Ariel Cycleworks, affecting one (1) or more acres of land and located at 815 South Tenth Street, has submitted a sufficient post-construction stormwater management plan that is compliant with Ordinance 5228, "Stormwater Management."

The Stormwater Management Department requests the Board of Public Works and Safety's acceptance of the post-construction stormwater management plan.

This post-construction stormwater management plan was prepared and accepted by the Stormwater Management Department prior to the passage of Ordinance 5227 where the control of the City of Goshen's stormwater facilities was transferred from the Board of Directors of the Department of Stormwater Management (Stormwater Board) to the Board of Public Works and Safety. Thus, the signatory pages are still in the previous format.

Full document available upon request.

Requested Motion: Accept the post-construction stormwater management plan for Ariel Cycleworks as it has been found to meet the requirements of City Ordinance 5228.

_____

Stormwater Department
CITY OF GOSHEN
204 East Jefferson Street, Suite 1 ● Goshen, IN 46528-3405

Phone (574) 534-2201 ● Fax (574) 533-8626
stormwater@goshencity.com ● www.goshenindiana.org

MEMORANDUM

TO: Board of Works and Public Safety

FROM: Stormwater Department

RE: AGREEMENT FOR THE COMPLETION OF THE CONSTRUCTION PROJECT AT 815 S 10TH STREET (ARIEL CYCLEWORKS PROJECT)

DATE: November 10, 2026

The Stormwater Department requests the approval of an Agreement for the Completion of the Construction Project at 815 S. 10th Street. The project is substantially complete except for certain exterior work that cannot be completed at this time due to weather conditions. The remaining work includes permanent stabilization of approximately 10,185 square feet of disturbed area; installation of required landscaping, including sod and four trees on the east side of the property adjacent to 10th Street; installation of the hard surface driveway (8,280 square feet of asphalt) and the hard surface parking lot (included in the 10,000 square feet of pervious pavers); parking lot striping; parking blocks and ADA signs; and replacement of damaged railroad signs.

The Stormwater Department submits this Agreement for the Completion of the Construction Project for approval and authorization for the Mayor and Board Members to execute.

The property owner, AP Cycleworks LLC, agrees to complete all work by December 10, 2026. No builder is named in the Agreement. The Agreement requires a surety in the amount of Seventy-Five Thousand Dollars ($75,000.00) to guarantee the timely and proper completion of the work.

Their immediate request is for occupancy of Building 1000. The remaining buildings are nearing completion, and no further occupancy will be granted for the subsequent buildings until all items listed in the Agreement are completed.

Requested Motion: Approve and authorize the Board to execute the Agreement with AP Cycleworks LLC for the Completion of the project at 815 S 10th Street, allowing occupancy of Building 1000.

AGREEMENT FOR THE COMPLETION OF THE CONSTRUCTION PROJECT

THIS AGREEMENT is entered into on _____, 2026, between the City of Goshen, Indiana, by and through the Goshen Board of Public Works and Safety, hereinafter referred to as "Goshen," and

Property Owner: AP Cycleworks LLC and, if the builder is responsible for completing the remaining work,

Builder: _____

☐ No Builder

hereinafter referred to individually or collectively, if applicable, as "Permittee."

Permittee obtained a building permit for the construction of a building on the real estate at

Site: 815 S 10th Street , Goshen, Indiana, hereinafter referred to as "Site."

The construction project is substantially complete except for:

☒ certain exterior work that cannot be completed due to weather conditions.

☐ the installation of certain parts or equipment which are not currently available.

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

1. **WORK.** Permittee agrees to complete the following remaining item(s) of work, hereinafter referred to as "Work," as soon as conditions permit, but no later than December 10, 2026, unless an earlier date is specified below:

   ☒ Permanently stabilize the Site which shall include grading, adding topsoil where needed, seeding and mulching of the grounds. This shall specifically include stabilization of approximately 10,185 square feet of disturbed area with seed and a temporary stabilization measure such as anchored mulch, hydromulch, or erosion control blankets. In addition, all adjacent and/or affected inlets shall be kept covered until the Site has been completely and permanently stabilized.

   ☒ Plant all required landscaping at the Site according to the plan submitted to the Goshen Planning and Zoning Department. This shall include planting: Required landscaping (including sod) and 4 trees on the east side of the property adjacent to 10th Street.

   ☒ Install the hard surface driveway for the Site, consisting of 8,280 SF of asphalt.

☐ Permittee agrees to install a temporary gravel driveway, and Goshen will permit the installation of the temporary gravel driveway until such time as the permanent hard surface driveway can be installed. The temporary gravel driveway shall be installed prior to occupancy of the building, but no later than _____, 20_.

☒ Install the hard surface parking lot for the Site, which is included in the 10,000 SF of pervious pavers.

☐ Permittee agrees to install a temporary gravel parking lot, and Goshen will permit the installation of the temporary gravel parking lot until such time as the permanent hard surface parking lot can be installed. The temporary gravel parking lot shall be installed prior to occupancy of the building, but no later than _____, 20_.

☒ Install all required parking lot striping for parking spaces at the Site.

☐ Install approximately _____ square feet of concrete sidewalk and/or curbing at or adjacent to the Site parallel to the following public street: _____

_____

☐ Install approximately _____ of concrete sidewalk at the Site to the building entrance.

☐ Install the following certain parts or equipment at the Site: _____

_____

_____

_____

☒ Other: Install parking blocks and ADA signs; replace damaged railroad signs

2. **SURETY.** Permittee is required to provide Goshen a surety to guarantee the timely and proper completion of the Work if the cost of the Work is estimated by Goshen to be at least Two Thousand Dollars ($2,000), or if the Work includes the installation of a driveway, parking lot, sidewalk, curbing or other hard surface improvement, regardless of cost.

☒ Permittee agrees to provide Goshen a surety in the amount of Seventy-Five Thousand Dollars ($75,000.00) guarantee the timely and proper completion of the Work under the terms of this agreement. The surety may be in the form of a surety bond, letter of credit, or cash bond, including a cashier's check or corporate check (which City Clerk-Treasurer will cash). The surety is to guarantee the timely and proper completion of the obligations under this agreement and is not intended for the benefit of any third party, including Permittee's contractors or subcontractors. Upon satisfactory completion of the Work, Goshen will release the surety. If the surety is in the form of cash or a check, the Permittee must have a current W-9 on file with the City Clerk-Treasurer so a check may be issued to refund the surety.

☐ Permittee is not required to provide Goshen a surety to guarantee the timely and proper completion of the Work.

3. **CERTIFICATE OF OCCUPANCY.** Except for the Work yet to be completed as set forth in Section 1 above, once the construction project complies with all applicable City ordinances

and requirements, Goshen will issue a Certificate of Occupancy for the Site on the condition that Permittee complies with the terms of this agreement. **It is Permittee's obligation to contact the Goshen Building Department to obtain the Certificate of Occupancy prior to occupying the building.**

4. **FORCE MAJEURE.** If Permittee's performance under this agreement is prevented because of an occurrence that is beyond the control of the Permittee which could not have been avoided by exercising reasonable diligence, Permittee's time for performance will be extended. Such extension shall be for no longer than necessary given the nature of the occurrence which causes the delay. Examples of such occurrences are tornadoes, floods, or more than a typical number of days where rainfall prohibits the performance required of the Permittee.

   If Permittee is delayed, Permittee shall immediately notify Goshen in writing describing the nature of the event delaying performance. Permittee shall make every effort to resume performance as soon as possible.

5. **DEFAULT.** It is mutually agreed that if Permittee fails to perform or comply with the terms of this agreement, Goshen may declare the agreement to be in default without notice to Permittee.

   Upon declaration of default, Goshen may take such action as is necessary to complete Permittee's obligations although Goshen is not obligated to do so. If Surety is provided under this agreement, Goshen may use the Surety to pay for the completion of any of Permittee's obligations. Goshen may seek any other remedy available at law or equity in addition to or instead of any remedy provided for in this agreement.

   Goshen shall have the right to correct any defect in the Work, and Goshen shall have the right to stabilize the Site in accordance with the Goshen City Construction Site Stormwater Runoff Control Ordinance. The Surety, if required, and/or Permittee shall pay all of Goshen's costs and expenses incurred in taking such actions including, but not limited to engineering, legal and other costs, together with any damages either direct or consequential which Goshen may sustain on account of Permittee's failure to fulfill Permittee's obligations under this agreement.

6. **SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.** Permittee shall not subcontract or assign any right or interest under the agreement without having prior written approval from the Goshen Board of Public Works and Safety, provided, however, that Permittee shall be permitted to independently engage any contractors, subcontractors, or laborers to perform the Work, and such engagement shall not be considered to be an impermissible subcontracting or assignment by Permittee of any right or interest under this agreement. Except as provided herein, any attempt by Permittee to subcontract or assign any portion of the agreement shall not be construed to relieve Permittee from any responsibility to fulfill Permittee's obligations.

7. **AMENDMENTS.** Any modification or amendment to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties and such modification is approved by the Goshen Board of Public Works and Safety. Any verbal representations or modifications concerning the agreement shall be of no force and effect.

8. **WAIVER OF RIGHTS.** No right conferred on either party under this agreement shall be deemed waived and no breach of this agreement excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

9. **NOTICES.** All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in this agreement. Notice will be considered given five (5) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for Goshen:
City of Goshen, Indiana
Attn: Goshen Legal Department
204 East Jefferson St, Ste 2
Goshen, IN 46528

Address for Permittee:

Property Owner:
AP Cycleworks LLC
214 E Main St
Brownsburg, IN 46112

Phone: (317) 294-4905

Email: janderson@andersonpartnersllc.com

☐ No Builder

10. **APPLICABLE LAWS.** Permittee agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances.

    In the event of a conflict between this agreement and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

    This agreement shall be construed in accordance with and governed by the laws of the State of Indiana, and suit, if any, must be brought in a court of competent jurisdiction in Elkhart County, Indiana.

11. **ATTORNEY FEES.** In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party, including reasonable attorneys' fees.

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

13. **BINDING EFFECT.** All provisions, covenants, terms and conditions of the agreement apply to bind the parties and their legal heirs, representatives, successors and assigns.

14. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between Goshen and Permittee.

15. **AUTHORITY TO EXECUTE.** Each person executing this agreement represents that he or she is duly authorized and has legal authority to execute and deliver this agreement on behalf of the respective party, and upon execution and delivery of this agreement, bind the respective party to the terms and conditions of the agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates as set forth below.

Permittee[1]: **AP Cycleworks LLC**

Signature: _____

Printed: _____

Title (if any): _____

Date: _____

Goshen:

_____
Gina Leichty, Mayor

Date: _____

_____
Michael Landis, Board of Works and Safety

Date: _____

_____
Mary Nichols, Board of Works and Safety

Date: _____

_____
Orv Myers, Board of Works and Safety

Date: _____

_____
Barb Swartley, Board of Works and Safety

Date: _____

CITY OF GOSHEN LEGAL DEPARTMENT
Donald R. Shuler, Assistant City Attorney

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

donshuler@goshencity.com ● goshen.in.gov
Phone (574) 537-3855 ● Fax (574) 533-8626 ● TDD (574) 534-3185

November 12, 2026

To: Board of Public Works and Safety

From: Don Shuler

RE: Review Hearing – 517/519 New York

Today's hearing is to review compliance with the Board's October 8, 2026 Order. The Board may receive reports, evidence, and arguments from the Building Department, the property owner, City staff, and any other individual wishing to speak to the property. Based on the findings the Board makes, the Board may:

- Continue the matter for further review.
- Determine if the civil penalty of $5,000, that was postponed to today, should take effect, be reduced, or be stricken.
- Impose one (1) or more additional civil penalties if the Board specifically finds that:
    - significant work to comply has not been accomplished; and
    - that the premises have a negative effect on property values or the quality of life of the surrounding area, or require the provision of services by local government in excess of the services required by ordinary properties.
- Authorize the Building Commissioner to proceed with remedial action as permitted by the Indiana Unsafe Building Law; or
- Take any other action permitted by law to address the unsafe premises.

The Building Department's recommendation is set out in its Staff Report. A proposed Order has been prepared adopting that recommendation – which includes the imposition of an additional civil penalty. A motion to adopt the proposed adopts its findings.

Attached for the Board's information and consideration are the following documents:

1. October 8, 2026 Order
2. Building Department Staff Report
3. Proposed Order

2026-19538

ELKHART COUNTY RECORDER
KAALA BAKER
FILED FOR RECORD ON
10/14/2026 02:20 PM
AS PRESENTED

DocId:8416463
Tx:4299162

CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
UNSAFE BUILDING/PUBLIC NUISANCE HEARING AUTHORITY
RECORD OF ACTION AND CONTINUOUS ENFORCEMENT ORDER

October 8, 2026

IN RE: Violation of Goshen City Code

Property Address:	517/519 New York Street
Property Tax Code:	20-11-15-306-008.000-015
Property Owner:	Unique Property Leasing, LLC

The Continuous Enforcement Order of the City of Goshen Board of Public Works and Safety dated September 3, 2026 (hereinafter the "Board's Order"), affirming the Order of the City of Goshen Building Commissioner dated August 3, 2026 (hereinafter the "Commissioner's Order"), concerning the real property commonly known as 517-519 New York Street, Goshen, Indiana, said real estate more particularly described in Exhibit A (the "Real Estate"), came before the Hearing Authority on October 8, 2026 for hearing to review compliance with the Board's Order, all in accordance with the provisions of the Indiana Unsafe Building Law, the City of Goshen Neighborhood Preservation Ordinance, and the City of Goshen Public Nuisance Ordinance.

The Board's Order required all work to be completed on or before October 4, 2026; imposed a civil penalty of Two Thousand Five Hundred Dollars ($2,500.00) upon Owner for Owner's willful failure to comply, the effective date of which was postponed to October 8, 2026; expressly reserved continuing jurisdiction over this matter; and set this review hearing.

During the hearing, the Goshen Building Department presented its Staff Report, consisting of evidence, testimony, and argument concerning the overall condition of the premises at the Real Estate as well as the condition of the residential structures on the Real Estate.

Owner and/or an Owner's representative did not appear for the hearing.

Findings:

After consideration of the evidence and testimony presented, the Hearing Authority finds that Owner has failed to comply with the Board's Order. Upon re-inspection of the Real Estate on October 5, 2026, one (1) day after the date for compliance established by Paragraph 5 of the Board's Order: garbage, solid waste, and litter remained accumulated upon the ground at the Real Estate, in greater volume than when last observed, and no solid waste container was present at the Real Estate; no containers had been provided and no collection service had been arranged; the accumulation of building materials, concrete block, and rubble remained in place, unchanged; and no work had been commenced upon the residential structures, the exterior wall covering remaining incomplete, the house wrap remaining exposed, torn, and degraded, and the soffit and eave assemblies remaining open. No permit has been issued for any of the work required by the Board's Order.

The Hearing Authority further finds that Owner has failed to comply with Paragraphs 2, 3, and 5 of the Board's Order, and that the conditions described in Section 2 of the Commissioner's Order continue to exist upon the Real Estate and continue to constitute a public nuisance under Goshen City Code § 6.10.2.4 and unsafe premises within the meaning of the Indiana Unsafe Building Law.

The Hearing Authority further finds that Owner's failure to comply with the Board's Order was willful. Owner has not contacted the City at any time concerning this matter, has not requested additional time, and has not furnished the confirmation of solid waste collection service required by the Board's Order. The removal of garbage and litter, the arrangement of solid waste collection, and the removal of the accumulation required no permit, no contractor, and no extraordinary expense. The accumulation of building materials has remained upon the Real Estate since at least July 29, 2025, and the condition of the residential structures has remained unchanged over that same period. Owner's failure to comply was not the result of inability, mistake, or lack of notice, but of a decision not to act.

The Hearing Authority further finds that significant work on the Real Estate to comply with the Board's Order has not been accomplished. No work of any kind required by the Board's Order has been performed by Owner.

The Hearing Authority further finds that the Real Estate has a negative effect on property values and on the quality of life of the surrounding area. The City received complaints from the surrounding neighborhood concerning the conditions at the Real Estate on September 19, 2026 and on September 29, 2026, the latter complainant reporting that the conditions have persisted for months. Garbage and litter generated at the Real Estate accumulate upon the open ground immediately adjacent to occupied dwelling units, are visible from the adjoining properties and the public way, and attract or may attract rodents, insects, and animals.

The Hearing Authority further finds that the solid waste container described in the Findings of the Board's Order was removed from the Real Estate following coordination

efforts by the Enforcement Authority pursuant to Paragraph 4 of the Board's Order, and that Owner has not provided any replacement container or collection service as Paragraph 2 of the Board's Order required.

Order:

The Continuous Enforcement Order of the City of Goshen Board of Public Works and Safety dated September 3, 2026 remains in full force and effect. The Hearing Authority further ORDERS as follows:

1. **Continuous Enforcement Order.** This Order shall serve as a Continuous Enforcement Order pursuant to I.C. § 36-7-9-2 and I.C. § 36-7-9-7(g), in addition to and not in substitution for the Board's Order of September 3, 2026.

2. **Civil Penalty.** The Civil penalty of Two Thousand Five Hundred Dollars ($2,500.00) previously imposed upon Owner, the effective date of which was suspended until October 8, 2026, takes effect in full. It is due and payable on or before October 19, 2026.

3. **Additional Civil Penalty.** Pursuant to I.C. § 36-7-9-7(e), and upon the findings set forth above, an additional civil penalty of Five Thousand Dollars ($5,000.00) is imposed upon Owner. Its effective date is suspended until November 12, 2026. The Hearing Authority may order it reduced or stricken if satisfied on or before that date that the work required by Paragraph 3 has been completed.

4. **Owner's Obligations.** Owner is ordered to:

    a. immediately remove from the Real Estate and lawfully dispose of all garbage, solid waste, litter, and other materials constituting a public nuisance, and thereafter maintain the Real Estate free of such accumulation;
    b. provide at the Real Estate a number of solid waste containers and arrange a frequency of collection sufficient to contain all solid waste generated at the Real Estate between collections, and furnish the Building Commissioner with confirmation of that service;
    c. on or before **October 15, 2026**, remove from the Real Estate and lawfully dispose of the accumulation of siding, building materials, concrete block, and rubble; and
    d. within **thirty (30) days** of the date of this Order, complete all repair and rehabilitation of the residential structures required by Paragraph No. 2 of the Board's Order, which includes installing a complete and finished exterior wall covering over all exterior wall areas presently covered only by house wrap; removing and replacing all torn, detached, or degraded

house wrap and repair or replace all damaged or deteriorated wall sheathing beneath it; and closing and enclosing all open soffit and eave assemblies so that the attic and wall cavities are sealed against the entry of water, birds, bats, rodents, and insects. All work under this subparagraph must include obtaining required permits and passing required inspections.

5. **City's Authority to Act.** The Building Commissioner, as Enforcement Authority, is authorized and directed to cause the action required by Paragraph No. 2 of the Board's Order to be performed pursuant to I.C. §§ 36-7-9-10 and 36-7-9-11(a)(3) and Goshen City Code § 6.10.2.6(b), by immediately removing from the Real Estate all garbage, solid waste, litter, and other materials constituting a public nuisance. If the accumulation described in Paragraph 4(c) above has not been removed by Owner on or before October 15, 2026, the Enforcement Authority is further authorized and directed to cause that accumulation to be removed. Such work may be performed by the Enforcement Authority using the City's own workers and equipment, or by a contractor, and may be performed without further notice to Owner. Owner is liable for the actual cost of the work performed, together with an amount representing the average processing expense incurred by the Enforcement Authority as provided by I.C. § 36-7-9-12, and administrative expenses, legal expenses, and attorney's fees as provided by Goshen City Code § 6.10.2.6(b). The authority exercised under this paragraph is that conferred by the Board's Order of September 3, 2026.

6. **Continuing Jurisdiction.** The Hearing Authority expressly reserves continuing jurisdiction over this matter, including the authority under I.C. § 36-7-9-7(e) to reduce or strike any civil penalty imposed and to impose one (1) or more additional civil penalties in an amount not exceeding Five Thousand Dollars ($5,000.00) each.

7. **Review Hearing.** This matter is scheduled for further hearing to review compliance with the Board's Order and with this Order before the Goshen Board of Public Works and Safety on **November 12, 2026 at 4:00 p.m. (local time)**, or as soon thereafter as this matter may be heard, in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

8. **Appeal.** This Order constitutes a final administrative decision, and Owner has the right to appeal these findings of fact and this Continuous Enforcement Order to the Elkhart Circuit or Superior Court by filing a verified complaint within ten (10) days of the date of this action; failure to file a verified complaint within the specified time forfeits any appeal rights.

9. **Transfer of Interest.** Per I.C. § 36-7-9-27, if Owner transfers its interest or any portion of its interest in the Real Estate affected by this Continuous Enforcement Order to another person, Owner must supply the other person with full information regarding this Continuous Enforcement Order prior to transferring

that interest or agreeing to transfer that interest. Further, within five (5) business days after transferring that interest or agreeing to transfer a substantial property interest in the Real Estate, Owner must supply the City of Goshen Building Commissioner with the full name, address, and telephone number of the other person taking a substantial property interest in the Real Estate, along with written copies of the agreement to transfer the interest or copies of the document actually transferring the interest. Should Owner fail to comply with these provisions, then Owner may be liable to the City of Goshen for any damage that the City of Goshen may suffer in the event that a judgment is entered against it by the other person to whom the transfer is made.

This RECORD OF ACTION AND CONTINUOUS ENFORCEMENT ORDER of the City of Goshen Board of Public Works and Safety, memorializing the Hearing Authority's action of October 8, 2026, is issued on October 12, 2026.

IT IS SO ORDERED.

City of Goshen Board of Public Works and Safety

By: _____
Gina M. Leichty, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the City of Goshen Board of Public Works and Safety by Gina M. Leichty, Mayor, and acknowledged execution of the foregoing Order on October 12, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public

NOTARY PUBLIC SEAL INDIANA
DONALD R. SHULER
Notary Public, State of Indiana
Elkhart County
Commission Number NP0743894
My Commission Expires
September 25, 2030

This instrument was prepared by Donald R. Shuler, Attorney No. 26587-71, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, Ph: 574.537.3820.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document unless required by law (Donald R. Shuler).

Exhibit A – Legal Description

A part of the recorded Plat of Lots Numbered One (1), Two (2), and Three (3) in Smoker-Miller Homes Addition to the City of Goshen, Indiana, as the same is known and designated in the official records of Elkhart County, Indiana, and more particularly described as follows:

Beginning at an iron stake marking the Southeast Corner of Lot Number Three (3) in said above described Addition; thence North 1 degree 14 minutes West along the West line of Ninth Street and the East line of said Lot Three (3), 97.06 feet; thence South 88 degrees 54 minutes West, 121 feet; thence North 1 degree 14 minutes West, .5 feet; thence South 88 degrees 54 minutes West 26.6 feet to the East line of a public alley and the West line of Lot Number One (1) in said Addition; thence South 1 degree 14 minutes East 94.4 feet to the North line of New York Street; thence due East along the North line of New York Street, 148 feet to the place of beginning of this description.

Said insured real estate is more particularly described as follows:

Beginning at an iron pipe found at the Southeast Corner of Lot Number Three (3) in Smoker-Miller Homes Addition to the City of Goshen; thence along the West right-of-way of Ninth Street and the East line of Lot Number 3, North 01 degree 14 minutes West, 97.01. feet (97.06 feet recorded) to an iron set; thence leaving said right of way, South 88 degrees 54 minutes 00 seconds West, 72.84 feet to an iron set; thence South 00 degrees 03 minutes 08 seconds East, 95.58 feet to an iron set on the North right-of-way of New York Street; thence with the North right-of-way of New York Street, North 90 degrees 00 minutes 00 seconds East, 74.82 feet to the point of beginning of this description.

ALSO:

A part of the recorded Plat of Lots Numbered One (1), Two (2), and Three (3) in Smoker-Miller Homes Addition to the City of Goshen, Indiana, as the same is known and designated in the official records of Elkhart County, Indiana, more particularly described as follows:
Beginning at an iron stake marking the Southeast Corner of Lot Number Three (3) in said above described Addition; thence North 1 degree 14 minutes West along the West line of Ninth Street and the East line of said Lot Three (3), 97.06 feet; thence South 88 degrees 54 minutes West, 121 feet; thence North 1 degree 14 minutes West, .5 feet; thence South 88 degrees 54 minutes West 26.6 feet to the East line of a public alley and the West line of Lot Number One (1) in said Addition; thence South 1 degree 14 minutes East, 94.4 feet to the North line of New York Street; thence due East along the North line of New York Street, 148 feet to the place of beginning of this description.

Said insured real estate is more particularly described as follows:

Beginning at an iron on the North right-of-way of New York Street and being the Southwest corner of Tract #1 (said point of being 74.82 feet West of the Southeast Corner of Lot #3 in Smoker-Miller Homes Addition to the City of Goshen); thence along the West line of Tract #1, North 00 degrees 03 minutes 08 seconds West, 95.58 feet to an iron set; thence South 88 degrees 54 minutes 00 seconds West, 48.66 feet to an iron set; thence North 01 degree 14 minutes 00 seconds West, 50 feet to an iron set; thence South 88 degrees 13 minutes 07 seconds West, 26.52 feet (South 88 degrees 54 minutes West, 26.6 feet recorded) to an iron set at the East line of an alley and the West line of Lot Number 1; thence with said line, South 01 degree 09 minutes 48 seconds East, 94.35 feet (South 01 degrees 14 minutes 94.4 feet recorded) to an iron pipe found on the North right-of-way of New York Street; thence North 90 degrees 00 minutes 00 seconds East 73.34 feet to the place of beginning of this description.

Building Department
CITY OF GOSHEN
204 East Jefferson Street, Suite 5 ● Goshen, Indiana 46528-3405

Phone (574) 534-1811 ● Fax (574) 533-8626 ● TDD (574) 534-3185
building@goshencity.com ● goshen.in.gov

STAFF REPORT

PROPERTY	517/519 New York Street, Goshen, Indiana
OWNER	Unique Property Leasing, LLC
PARCEL	20-11-15-306-008.000-015
HEARING	November 12, 2026, 4:00 p.m.
PRIOR ORDERS	September 3, 2026 and October 8, 2026

BACKGROUND

On August 3, 2026, a Building Commissioner's Order was issued requiring the owner to abate a public nuisance and repair two residential buildings. The Board affirmed that Order on September 3, 2026. On October 8, 2026, the Board found the owner had willfully failed to comply. It put a $2,500 penalty into effect, imposed a further $5,000 penalty suspended to November 12, set new deadlines, and directed the City to clean up the property. The October 8, 2026 Order was served by mail and by posting on October 14. The owner did not appear at either hearing.

COMPLIANCE

REQUIREMENT	DEADLINE	STATUS
Remove garbage and litter; keep premises clear	Immediate	Not complied; City removed it Oct. 14
Provide containers and collection; confirm to City	Immediate	Not complied; insufficient containers on property, no confirmation
Remove debris pile (siding, materials, rubble)	Oct. 15	Not complied
Repair structures (siding, house wrap, soffits)	Nov. 7	Not complied; no permit pulled
Pay $2,500 civil penalty	Oct. 19	Not paid

INSPECTION

Todd Shidler of Code Enforcement inspected the property on November 3, 2026. Four photographs from that inspection are attached. Photograph 1 shows the debris pile still in place. Photograph 2 shows new garbage bags in a building entry. Photograph 3 shows torn house wrap and unfinished siding. Photograph 4 shows bare house wrap and the one small trash cart on the property. Code Enforcement will inspect again before the hearing and report any change.

CITY ACTION

The City removed the garbage on October 14 at a cost of $336.75. A Notice of Unpaid Costs for $2,836.75, covering that cost and the $2,500 penalty, was sent November 9. Nothing has been paid. The City is arranging removal of the debris pile under Paragraph 5 of the October 8 Order.

STAFF RECOMMENDATION

1. Find the owner has not complied with the October 8 Order.
2. Let the $5,000 penalty imposed October 8 take effect **November 12, 2026**.
3. Impose an additional $5,000 penalty, effective **December 10, 2026**.
4. Set a review hearing for **December 10, 2026**.
5. Keep all prior Orders in full force.

BASIS

The owner has done no work, paid nothing, and has not contacted the City. No permit has been pulled. The property requires City services beyond those of an ordinary property: the City removed the garbage at public cost and must now remove the debris pile (Photograph 1). New garbage has begun to collect (Photograph 2), and the buildings remain wrapped in torn house wrap in plain view of the neighborhood (Photographs 3 and 4). If nothing has changed by December 10, staff will ask the Board to authorize a court action for penalties and an order compelling compliance.

Myron Grise, Building Commissioner

PHOTOGRAPH 1 OF 4

517/519 New York Street. Taken November 3, 2026 by Todd Shidler, Code Enforcement.



Debris pile, still in place

PHOTOGRAPH 2 OF 4

517/519 New York Street. Taken November 3, 2026 by Todd Shidler, Code Enforcement.



New garbage bags in building entry

PHOTOGRAPH 3 OF 4

517/519 New York Street. Taken November 3, 2026 by Todd Shidler, Code Enforcement.



House wrap torn; siding unfinished

PHOTOGRAPH 4 OF 4

517/519 New York Street. Taken November 3, 2026 by Todd Shidler, Code Enforcement.



Bare house wrap; one small trash cart

CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
UNSAFE BUILDING/PUBLIC NUISANCE HEARING AUTHORITY
RECORD OF ACTION AND CONTINUOUS ENFORCEMENT ORDER

November 12, 2026

IN RE: Violation of Goshen City Code
Property Address: 517/519 New York Street
Property Tax Code: 20-11-15-306-008.000-015
Property Owner: Unique Property Leasing, LLC

The Continuous Enforcement Order of the City of Goshen Board of Public Works and Safety dated September 3, 2026 (hereinafter the "September 3 Order"), affirming the Order of the City of Goshen Building Commissioner dated August 3, 2026 (hereinafter the "Commissioner's Order"), and the Record of Action and Continuous Enforcement Order dated October 8, 2026 (hereinafter the "October 8 Order"), concerning the real property commonly known as 517-519 New York Street, Goshen, Indiana, said real estate more particularly described in Exhibit A (the "Real Estate"), came before the Hearing Authority on November 12, 2026 for hearing to review compliance with the October 8 Order, all in accordance with the provisions of the Indiana Unsafe Building Law, the City of Goshen Neighborhood Preservation Ordinance, and the City of Goshen Public Nuisance Ordinance.

The October 8 Order put into effect a civil penalty of Two Thousand Five Hundred Dollars ($2,500.00); imposed an additional civil penalty of Five Thousand Dollars ($5,000.00), the effective date of which was suspended until November 12, 2026; ordered Owner to abate the public nuisance and repair the residential structures; expressly reserved continuing jurisdiction over this matter; and set this review hearing.

During the hearing, the Goshen Building Department presented its Staff Report, consisting of evidence, testimony, and argument concerning the overall condition of the premises at the Real Estate as well as the condition of the residential structures on the Real Estate.

- ☐ Owner and/or an Owner's representative was present during the hearing, and presented evidence, testimony, and argument concerning the condition of the residential structure on the Real Estate, the overall condition of the premises at the Real Estate, and its compliance status in regards to the October 8 Order.

- ☐ Owner and/or an Owner's representative did not appear for the hearing.

Findings:

After consideration of the evidence and testimony presented, the Hearing Authority finds that Owner has failed to comply with the October 8 Order. In support, the Hearing Authority makes the following specific findings:

1. Owner did not remove the garbage, solid waste, and litter from the Real Estate; the Enforcement Authority removed it on October 14, 2026 at a cost of $336.75.

2. Upon inspection of the Real Estate on November 3, 2026: new garbage had begun to accumulate in a building entry; a single small residential container was present, which is not sufficient to contain the solid waste generated at the Real Estate, and Owner has furnished no confirmation of collection service.

3. The accumulation of siding, building materials, concrete block, and rubble remained in place.

4. No work had been commenced upon the residential structures, the exterior wall covering remaining incomplete, the house wrap remaining exposed, torn, and degraded, and the soffit and eave assemblies remaining open. No permit has been issued for any of the work required by the October 8 Order.

The Hearing Authority further finds that Owner has failed to comply with Paragraphs 2 and 4 of the October 8 Order. The time allowed by Paragraph 4(c) expired October 15, 2026. The thirty (30) days allowed by Paragraph 4(d) have expired, whether measured from October 8, 2026 or from the October 12, 2026 date of issuance. The civil penalty of Two Thousand Five Hundred Dollars ($2,500.00), due October 19, 2026, has not been paid. The accumulation of building materials and the condition of the residential structures described in Section 2 of the Commissioner's Order continue to exist upon the Real Estate, and the accumulation of solid waste has begun to recur. These conditions continue to constitute a public nuisance under Goshen City Code § 6.10.2.4 and unsafe premises within the meaning of the Indiana Unsafe Building Law.

The Hearing Authority further finds that Owner's failure to comply with the October 8 Order was willful. The October 8 Order was served upon Owner by mail and by posting upon the Real Estate on October 14, 2026. Owner has not contacted the City at any time concerning this matter, has not requested additional time, has not paid the civil penalty, and has not furnished the confirmation of solid waste collection service required by the October 8 Order. Owner's failure to comply was not the result of inability, mistake, or lack of notice, but of a decision not to act.

The Hearing Authority further finds that significant work on the Real Estate to comply with the September 3 Order and the October 8 Order has not been accomplished. No work of any kind required by those Orders has been performed by Owner.

The Hearing Authority further finds that the Real Estate requires the provision of services by local government in excess of the services required by ordinary properties. The Enforcement Authority removed the garbage, solid waste, and litter from the Real Estate at public expense because Owner did not, and must now remove the accumulation of siding, building materials, concrete block, and rubble for the same reason. The Real Estate has required repeated inspection by Code Enforcement and three (3) hearings before this Hearing Authority.

The Hearing Authority further finds that the Real Estate continues to have a negative effect on property values and on the quality of life of the surrounding area. The accumulation of building materials and the exposed, torn house wrap upon the residential structures are visible from the adjoining properties and the public way, and garbage has again begun to accumulate adjacent to occupied dwelling units.

Order:

The September 3 Order and the October 8 Order remain in full force and effect. The Hearing Authority further ORDERS as follows:

1. **Continuous Enforcement Order.** This Order shall serve as a Continuous Enforcement Order pursuant to I.C. § 36-7-9-2 and I.C. § 36-7-9-7(g), in addition to and not in substitution for the September 3 Order and the October 8 Order.

2. **Civil Penalty.** The additional civil penalty of Five Thousand Dollars ($5,000.00) imposed upon Owner by Paragraph 3 of the October 8 Order, the effective date of which was suspended until November 12, 2026, takes effect in full. It is due and payable on or before November 23, 2026.

3. **Additional Civil Penalty.** Pursuant to I.C. § 36-7-9-7(e), and upon the findings set forth above, an additional civil penalty of Five Thousand Dollars ($5,000.00) is imposed upon Owner. Its effective date is suspended until December 10, 2026. The Hearing Authority may order it reduced or stricken if satisfied on or before that date that the work required by Paragraph 4 of this Order has been completed.

4. **Owner's Obligations.** Owner remains ordered to perform each of the following. The time allowed for each has expired, and nothing in this Order extends it:

    a. remove from the Real Estate and lawfully dispose of all garbage, solid waste, litter, and other materials constituting a public nuisance, and thereafter maintain the Real Estate free of such accumulation;
    b. provide at the Real Estate a number of solid waste containers and arrange a frequency of collection sufficient to contain all solid waste generated at the Real Estate between collections, and furnish the Building Commissioner with confirmation of that service;
    c. remove from the Real Estate and lawfully dispose of the accumulation of siding, building materials, concrete block, and rubble; and
    d. complete all repair and rehabilitation of the residential structures required by Paragraph 4(d) of the October 8 Order, which includes installing a complete and finished exterior wall covering over all exterior wall areas presently covered only by house wrap; removing and replacing all torn, detached, or degraded house wrap and repairing or replacing all damaged or deteriorated wall sheathing beneath it; and closing and enclosing all open soffit and eave assemblies so that the attic and wall cavities are sealed against the entry of water, birds, bats, rodents, and insects. All work under this subparagraph must include obtaining required permits and passing required inspections.

5. **City's Authority to Act.** The Building Commissioner, as Enforcement Authority, remains authorized and directed, pursuant to I.C. §§ 36-7-9-10 and 36-7-9-11(a)(3) and Goshen City Code § 6.10.2.6(b), to cause the work described in Paragraphs 4(a) and 4(c) of this Order to be performed. Such work may be performed by the Enforcement Authority using the City's own workers and equipment, or by a contractor, and may be performed without further notice to Owner. Owner is liable for the actual cost of the work performed, together with an amount representing the average processing expense incurred by the Enforcement Authority as provided by I.C. § 36-7-9-12, and administrative expenses, legal expenses, and attorney's fees as provided by Goshen City Code § 6.10.2.6(b). The authority exercised under this paragraph is that conferred by the September 3 Order and the October 8 Order.

6. **Continuing Jurisdiction.** The Hearing Authority expressly reserves continuing jurisdiction over this matter, including the authority under I.C. § 36-7-9-7(e) to reduce or strike any civil penalty imposed and to impose one (1) or more additional civil penalties in an amount not exceeding Five Thousand Dollars ($5,000.00) each.

7. **Review Hearing.** This matter is scheduled for further hearing to review compliance with the September 3 Order, the October 8 Order, and this Order before the

Goshen Board of Public Works and Safety on **December 10, 2026 at 4:00 p.m. (local time)**, or as soon thereafter as this matter may be heard, in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana. At that hearing, the Hearing Authority may consider whether to authorize a civil action against Owner pursuant to I.C. § 36-7-9-17.

8. **Appeal.** This Order constitutes a final administrative decision, and Owner has the right to appeal these findings of fact and this Continuous Enforcement Order to the Elkhart Circuit or Superior Court by filing a verified complaint within ten (10) days of the date of this action; failure to file a verified complaint within the specified time forfeits any appeal rights.

9. **Transfer of Interest.** Per I.C. § 36-7-9-27, if Owner transfers its interest or any portion of its interest in the Real Estate affected by this Continuous Enforcement Order to another person, Owner must supply the other person with full information regarding this Continuous Enforcement Order prior to transferring that interest or agreeing to transfer that interest. Further, within five (5) business days after transferring that interest or agreeing to transfer a substantial property interest in the Real Estate, Owner must supply the City of Goshen Building Commissioner with the full name, address, and telephone number of the other person taking a substantial property interest in the Real Estate, along with written copies of the agreement to transfer the interest or copies of the document actually transferring the interest. Should Owner fail to comply with these provisions, then Owner may be liable to the City of Goshen for any damage that the City of Goshen may suffer in the event that a judgment is entered against it by the other person to whom the transfer is made.

This RECORD OF ACTION AND CONTINUOUS ENFORCEMENT ORDER of the City of Goshen Board of Public Works and Safety, memorializing the Hearing Authority's action of November 12, 2026, is issued on November ___, 2026.

IT IS SO ORDERED.

City of Goshen Board of Public Works and Safety

By: _____
Gina M. Leichty, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the City of Goshen Board of Public Works and Safety by Gina M. Leichty, Mayor, and acknowledged execution of the foregoing Order on November ___, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____

Notary Public

This instrument was prepared by Donald R. Shuler, Attorney No. 26587-71, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, Ph: 574.537.3820.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document unless required by law (Donald R. Shuler).

Exhibit A – Legal Description

A part of the recorded Plat of Lots Numbered One (1), Two (2), and Three (3) in Smoker-Miller Homes Addition to the City of Goshen, Indiana, as the same is known and designated in the official records of Elkhart County, Indiana, and more particularly described as follows:

Beginning at an iron stake marking the Southeast Corner of Lot Number Three (3) in said above described Addition; thence North 1 degree 14 minutes West along the West line of Ninth Street and the East line of said Lot Three (3), 97.06 feet; thence South 88 degrees 54 minutes West, 121 feet; thence North 1 degree 14 minutes West, .5 feet; thence South 88 degrees 54 minutes West 26.6 feet to the East line of a public alley and the West line of Lot Number One (1) in said Addition; thence South 1 degree 14 minutes East 94.4 feet to the North line of New York Street; thence due East along the North line of New York Street, 148 feet to the place of beginning of this description.

Said insured real estate is more particularly described as follows:

Beginning at an iron pipe found at the Southeast Corner of Lot Number Three (3) in Smoker-Miller Homes Addition to the City of Goshen; thence along the West right-of-way of Ninth Street and the East line of Lot Number 3, North 01 degree 14 minutes West, 97.01. feet (97.06 feet recorded) to an iron set; thence leaving said right of way, South 88 degrees 54 minutes 00 seconds West, 72.84 feet to an iron set; thence South 00 degrees 03 minutes 08 seconds East, 95.58 feet to an iron set on the North right-of-way of New York Street; thence with the North right-of-way of New York Street, North 90 degrees 00 minutes 00 seconds East, 74.82 feet to the point of beginning of this description.

ALSO:

A part of the recorded Plat of Lots Numbered One (1), Two (2), and Three (3) in Smoker-Miller Homes Addition to the City of Goshen, Indiana, as the same is known and designated in the official records of Elkhart County, Indiana, more particularly described as follows:
Beginning at an iron stake marking the Southeast Corner of Lot Number Three (3) in said above described Addition; thence North 1 degree 14 minutes West along the West line of Ninth Street and the East line of said Lot Three (3), 97.06 feet; thence South 88 degrees 54 minutes West, 121 feet; thence North 1 degree 14 minutes West, .5 feet; thence South 88 degrees 54 minutes West 26.6 feet to the East line of a public alley and the West line of Lot Number One (1) in said Addition; thence South 1 degree 14 minutes East, 94.4 feet to the North line of New York Street; thence due East along the North line of New York Street, 148 feet to the place of beginning of this description.

Said insured real estate is more particularly described as follows:

Beginning at an iron on the North right-of-way of New York Street and being the Southwest corner of Tract #1 (said point of being 74.82 feet West of the Southeast Corner of Lot #3 in Smoker-Miller Homes Addition to the City of Goshen); thence along the West line of Tract #1, North 00 degrees 03 minutes 08 seconds West, 95.58 feet to an iron set; thence South 88 degrees 54 minutes 00 seconds West, 48.66 feet to an iron set; thence North 01 degree 14 minutes 00 seconds West, 50 feet to an iron set; thence South 88 degrees 13 minutes 07 seconds West, 26.52 feet (South 88 degrees 54 minutes West, 26.6 feet recorded) to an iron set at the East line of an alley and the West line of Lot Number 1; thence with said line, South 01 degree 09 minutes 48 seconds East, 94.35 feet (South 01 degrees 14 minutes 94.4 feet recorded) to an iron pipe found on the North right-of-way of New York Street; thence North 90 degrees 00 minutes 00 seconds East 73.34 feet to the place of beginning of this description.