

Martinsville Common Council
Meeting Agenda
Monday, February 23, 2026
7:00 PM - City Hall, Council Chambers

THE CITY OF
Martinsville
INDIANA



Call to Order, Invocation., and Pledge of Allegiance

Roll Call

Consideration of the Minutes

- A. Consideration of the February 9, 2026, Common Council Meeting Minutes

Consideration of Claims

Committee Report

- A. Study Committee Regarding City Code Article V, Division 1, Section 18-191 – Peddlers, Solicitors and Transient Merchants

Departmental Reports

- A. Police Department Annual Report
- B. Fire Department Annual Report
- C. Parks Department Annual Report

New Business

- A. Consideration of Petition for Establishment of New Regulated Drain
- B. Consideration of Agreement with Teamsters Local 135

Council Comments

Public Comment

Next Regular Meeting

- A. The next regular meeting will be on Monday, March 9, 2026, beginning at 7:00 PM in the Council Chambers (Room 202), City Hall, 59 S. Jefferson St., Martinsville, Indiana.

Adjournment

Any individuals who requires aid or service for effective communication, or a modification of policies or procedures to participate in a public meeting, program, service, or activity of the City of Martinsville, IN, contact Ben Meridia, ADA Coordinator, 56 North Main Street, Martinsville, IN, 46151, 765-342-6012, as soon as possible, but no later than 48 hours before the scheduled event.

**MARTINSVILLE COMMON COUNCIL
MARTINSVILLE INDIANA
MORGAN COUNTY, INDIANA
FEBRUARY 9, 2026**

Call to Order, Invocation., and Pledge of Allegiance

Mayor Costin called the Martinsville Common Council meeting to order on February 9, 2026. Pastor Jeff Floyd led the prayer for those in attendance. Mayor Costin then led the attendees in the Pledge of Allegiance.

Swearing-In Ceremony

Mayor Costin Swore in new council member Jonathan Collier into office.

Roll Call

Councilor At Large John Badger XIV
Councilor District 5 Phil Deckard II
Councilor District 3 Josh Ferran
Councilor District 4 Suzie Lipps
Councilor District 2 Ben Mahan
Councilor District 1 Jonathan Collier

A quorum was declared present.

Consideration of the Minutes

- A. Consideration of the January 12, 2026, Common Council Meeting Minutes

A motion to Approve was made by Councilor District 4 Suzie Lipps. Ben Mahan seconded the motion. The minutes were Passed 6-0.

Consideration of Claims

A motion to Approve was made by Councilor District 5 Phil Deckard II. Suzie Lipps seconded the motion. The motion was Passed 6-0.

Committee Report

- A. Study Committee Regarding City Code Article V, Division 1, Section 18-191 – Peddlers, Solicitors and Transient Merchants

No report was given.

Public Hearing

- A. Ordinance 2026-1911 – Salary Ordinance

The council meeting was recessed to have a public hearing. City Attorney Dale Coffey presented the Salary Ordinance to the council for their future

consideration. No public comments were made so the meeting was reconvened.

New Business

A. First Reading of Ordinance 2026-1911 - Salary Ordinance

City Attorney Dale Coffey presented the Salary Ordinance to the council for their consideration. A motion to waive the rules and pass on first reading was made by Councilor District 4 Suzie Lipps. John Badger XIV seconded the motion. The motion was Passed 6-0. A motion to Approve was made by Councilor District 4 Suzie Lipps. John Badger XIV seconded the motion. The motion was Passed 6-0.

B. Consideration of Retirement of a Police K9

Deputy Police Chief Brown presented the request to the council for their consideration. The request was to retire K9 Officer Loki. A motion to Approve was made by Councilor District 5 Phil Deckard II. Josh Ferran seconded the motion. The motion was Passed 6-0.

Council Comments

Public Comment

Next Regular Meeting

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Adjournment

Name		Signature
Phil R. Deckard II, Member, District 5, President Pro Tempore	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Jonathan Collier, District 1	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Ben Mahan, Member, District 2	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Josh Ferran, Member, District 3	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Suzie Lipps, Member, District 4	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Ann Miller, Member-at-Large	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
John Badger, XIV, Member-at-Large	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	

ATTEST

Name	Signature	Date
Benjamin K. Merida, Clerk-Treasurer		

MAYOR ACTION

Name		Signature	Date
Kenneth W. Costin, Mayor	Approve <input type="checkbox"/> Veto <input type="checkbox"/>		

Martinsville Police Department

2025 statistics

Total # of arrests: 452

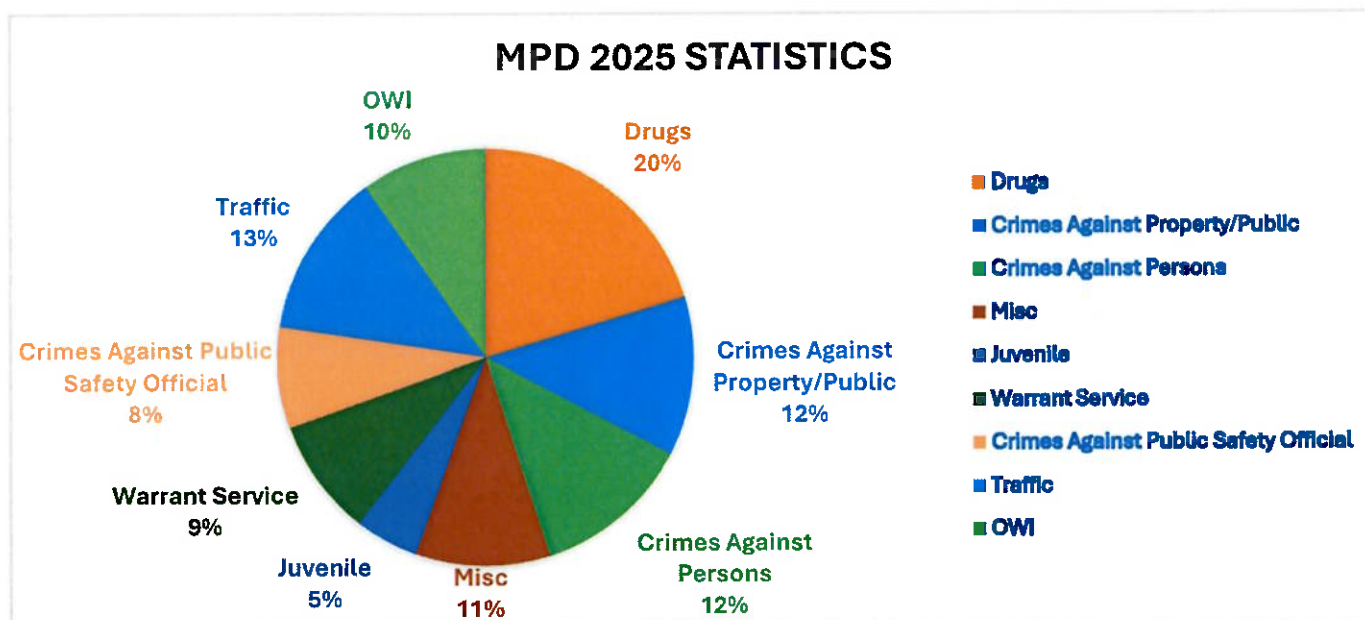
--includes CAA, CWA, PRO, CAM, CWR, CLS.. etc

Total # of Charge: 964

--number listed is a minimum, not including additional charges added by PO

Types of Charges and Amount:

- Drugs – 196
- Crimes Against Property/Public – 119
- Crimes Against Persons – 119
- Misc – 101
- Juvenile - 48
- Warrant Service – 88
- Crimes Against Public Safety Official – 75
- Traffic – 124
- OWI – 94



BREAKDOWN OF EACH CATEGORY:

Drugs – Dealing in Fentanyl, Dealing in Marijuana, Dealing in Methamphetamine, Dealing in Xylazine, Possession of Cannabis, Possession of Cocaine – Firearm enhancement, Possession of Controlled Substance, Possession of Fentanyl, Possession of a Legend Drug, Possession of Marijuana, Possession of Marijuana – Prior, Possession of Methamphetamine, Possession of Methamphetamine – Firearm enhancement, Possession of Narcotic, Possession of Narcotic -Firearm enhancement, Possession of Paraphernalia, Possession of Paraphernalia - Prior, Possession of Psychedelic, Possession of Syringe, Possession of Xylazine, Trafficking – Narcotic Drug

Crimes Against Property/Public – Animal Abuse, Auto Theft, Burglary, Conversion, Criminal Trespass, Leaving the Scene of an Accident, Possession of Firearm – School Property, Public Indecency, Public Nudity, Public Intoxication, Residential Entry, Theft, Possession of Stolen Property, Vandalism

Crimes Against Persons – Attempted Kidnapping, Battery, Aggravated Battery, Battery – Injury, Battery – Minor, Battery – Moderate Injury, Battery – Presence of a minor, Battery – Deadly Weapon, Criminal Confinement, Domestic Battery, Fraud, Harassment, Indecent Exposure, Intimidation, Intimidation – Deadly Weapon, Invasion of Privacy, Kidnapping, Pointing a Firearm, Stalking, Strangulation, Unlawful Surveillance

Misc – Criminal Mischief, Criminal Recklessness, Criminal Recklessness – Deadly Weapon, Disorderly Conduct, False Government ID, False Identity Statement, False informing, Improper Use of 911, Interference w/ Custody, Interference w/ Reporting of a Crime, Obstruction of Justice, Unlawful Possession of a Firearm

Juvenile – Contributing to the Delinquency of a Minor, Curfew Violation, Incurable, Minor Consumption, Minor Consumption – Operating a Vehicle, Possession of Alcohol – Minor, Possession of Tobacco, Runaway

Warrant Service – Warrants

Crimes Against Public Safety Official – Assisting a Criminal, Battery – LEO Injury, Battery – Bodily Waste on Public Servant, Intimidation – LEO, Resisting – LEO, Resisting – w/ Vehicle

Traffic – Disregarding Stop sign, Driving w/o License, Driving While Suspended - Infraction, Driving While Suspended - Prior, Expired License Plate, Failure to Provide Vehicle Registration, Failure to Stop at Stop Sign, Failure to Wear Seatbelt, Open Container, Operating HTV, Operating w/ No Plate, Operating w/o Ever Receiving, Operating w/o Financial Responsibility, No MDC Endorsement, Reckless Driving, Reckless Driving – Pass School Bus, Refusal to Identify, Refusal to Submit to Chemical Test, Speeding, Speed Contest, Tinted Windshield, Violation of Driving Privileges

OWI – Operating While Intoxicated, Operating While Intoxicated - Prior, Operating While Intoxicated – Controlled Substance, Operating While Intoxicated - Endangering, Operating While Intoxicated – Per se

Total # of calls for 2025: 7194



2025 Martinsville Fire Department Annual Report and Division Statistics



KEVIN GREENE, FIRE CHIEF

Welcome! As Fire Chief, I am once again honored to lead this great organization. This past year has brought many challenges. However, our dedicated staff along with our firefighters have made sure our operations and commitment to this amazing community continue without any delay.

2025 finally delivered! After four long years of waiting, our two-One Rescue/Engines arrived in early winter. Without hesitation our members quickly began to upfit the apparatus and had them in service within just a few short weeks. Our members answered a variety of calls this past year ranging from severe weather, floods, low angle rescues, wildland fires and our typical EMS and fire related incidents.

We again observed several familiar faces who've been a mainstay around this department retire in 2025. Their many years of service and sacrifice will not go unnoticed, and we will miss having them around.

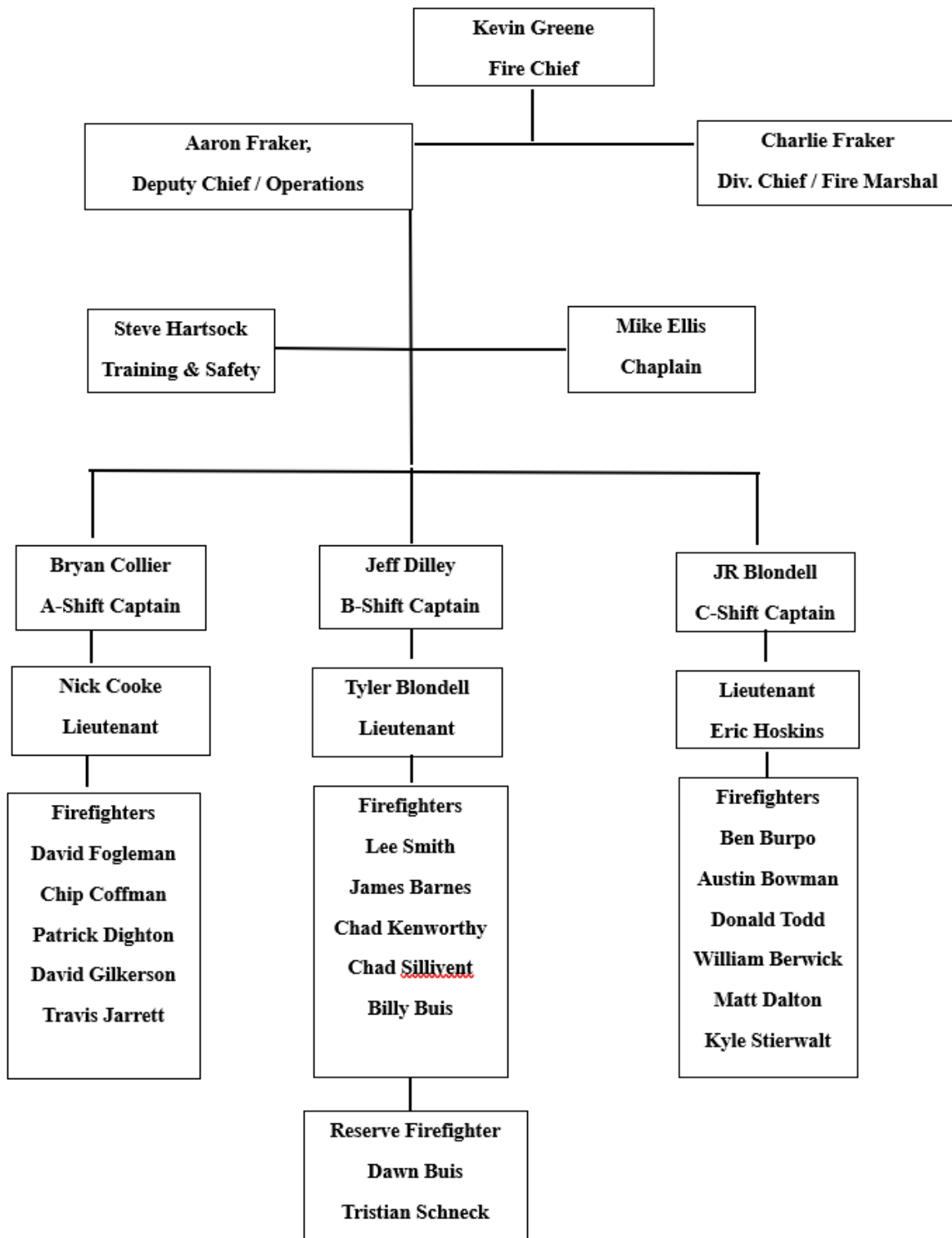
Finally, we are watching this community grow in great strides. This is apparent with the many houses being built on Artesian Avenue and the number of new construction projects that are occurring throughout the city. I want to again pledge my commitment to ensure our mission of providing for the safety and welfare of the public remains Martinsville Fire Department's top priority for 2026.



MFD MISSION

Established in 1894, the mission of the Martinsville Fire Department is to protect and serve our citizens and visitors by safeguarding lives and property through fire suppression, emergency medical service, fire prevention and public education with efficient, effective, and well-trained personnel.

2025 Organizational Chart



OPERATIONS DIVISION



Aaron Fraker, Deputy Chief

The Operations Division is responsible for the day-to-day operations, which includes all emergency apparatus responses. MFD firefighters answered 2,910 calls for service in 2025.

Additionally, in 2025 after a few years of waiting the arrival of two new Rescue/Engines became reality. As part of my duties, I was tasked with inventorying and upfitting all the new equipment on both trucks. This could not have been done without the assistance of a couple of the on-duty crews.

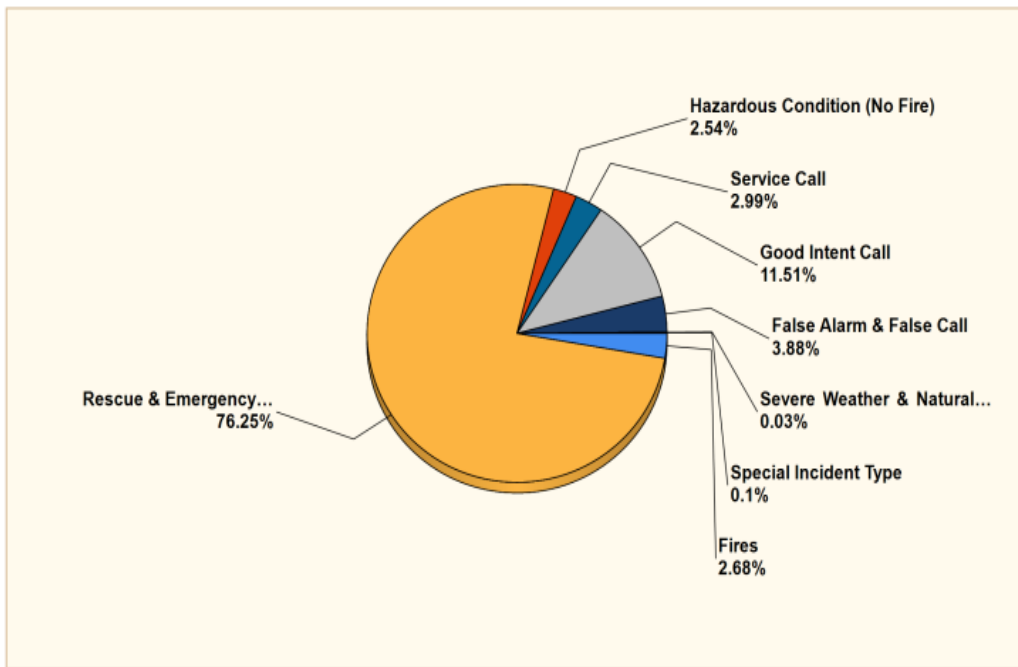
Our firefighters provide exceptional service to the community through the delivery of basic medical services, fire suppression, and special operations, which include vehicle extrication, rope rescue, water rescue, hazardous materials emergencies and urban search incidents. To keep our skills up for these types of incidents, we sent several firefighters to various training courses to include Confined Space, Swift Water, Driver Operator Pumper/Ladder, and Fire Instructor.

2025 was also a year of rotation. All live saving equipment has hard dates or recommended dates of replacement per the manufacturer or NFPA. This past year we replaced 43 MSA SCBA Bottles, Extrication Air Bags, and a Tripod conversion kit for our Paratech Struts. The equipment that was replaced had been in use for 15 years and had reached its life expectancy.

Finally, after almost a decade of use we updated our Policies and Procedures and Record Management System (RMS). Lexipol provides up to date policies that are reviewed every year for new laws that affect our operations. Lexipol also provides an online portal for our polices and members are given a small “test” to assure that they have read and understood the policy. First, Due is our new RMS. Our previous RMS, Emergency Reporting was not going to be compliant with new reporting requirements (NERIS) required by U.S. Fire Administration. The new requirements went into effect in December of 2025.

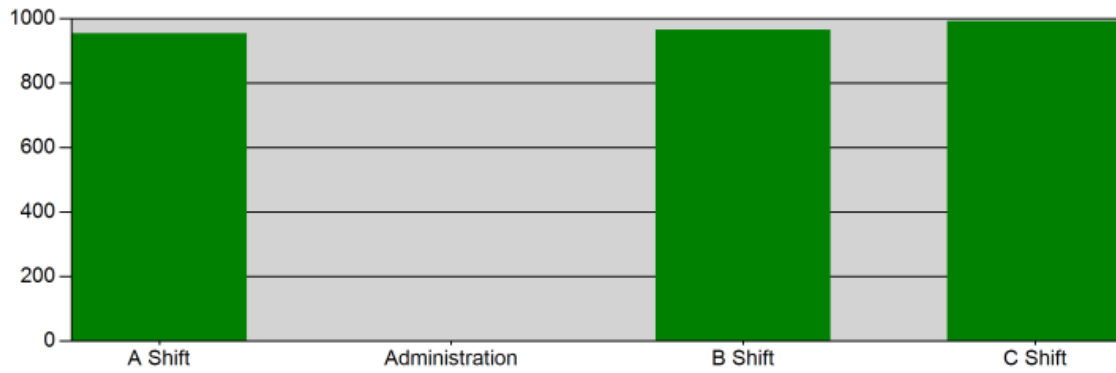
Lastly, we started an Awards Program that is committed to acknowledge the valor, honor, service, and dedication as exemplified by its members. The establishment of an internal awards structure will create an environment where recognition, respect, and praise are sought and encouraged by contributing to the culture of excellence.

2025 INCIDENT TYPES



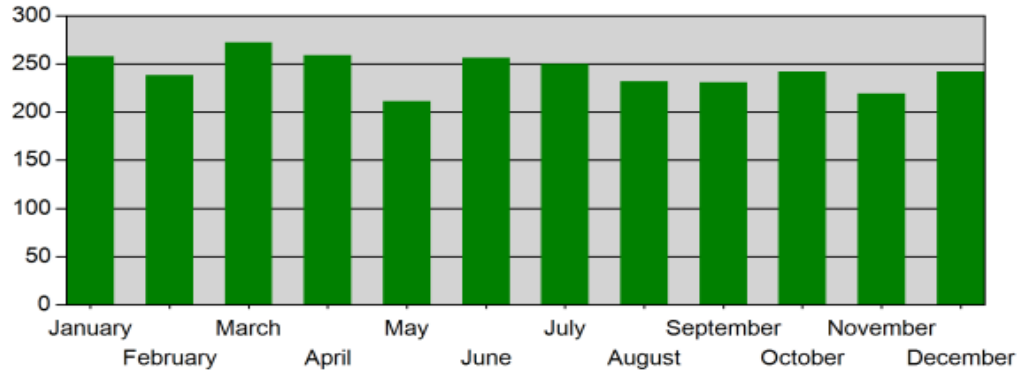
MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	78	2.68%
Rescue & Emergency Medical Service	2219	76.25%
Hazardous Condition (No Fire)	74	2.54%
Service Call	87	2.99%
Good Intent Call	335	11.51%
False Alarm & False Call	113	3.88%
Severe Weather & Natural Disaster	1	0.03%
Special Incident Type	3	0.1%
TOTAL	2910	100%

BUSIEST SHIFT



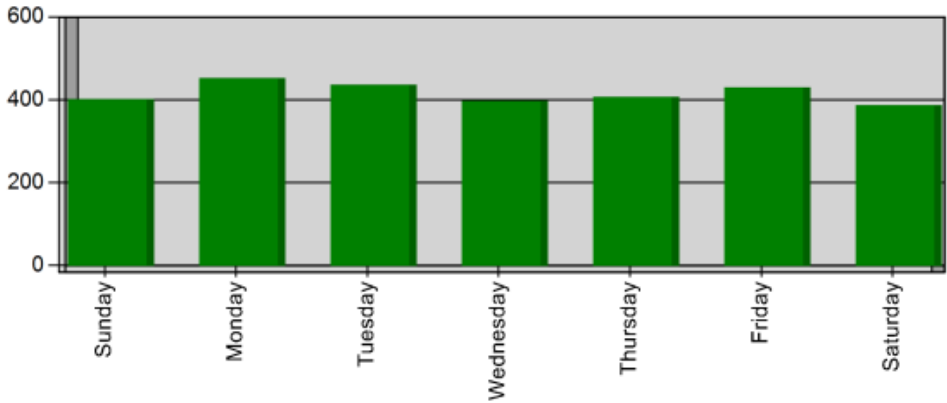
SHIFT	# INCIDENTS
A Shift	953
Administration	1
B Shift	965
C Shift	991
TOTAL:	2910

BUSIEST MONTH



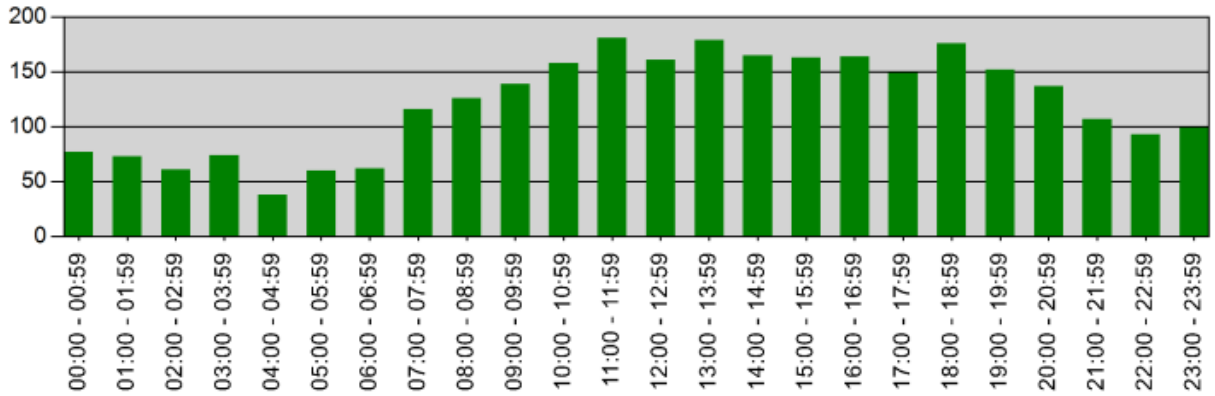
MONTH	INCIDENTS
January	258
February	238
March	272
April	259
May	211
June	256
July	250
August	232
September	231
October	242
November	219
December	242

BUSIEST DAY OF THE WEEK



DAY OF THE WEEK	# INCIDENTS
Sunday	401
Monday	452
Tuesday	436
Wednesday	397
Thursday	407
Friday	430
Saturday	387
TOTAL	2910

BUSIEST HOUR(S)



hour	# of CALLS
00:00 - 00:59	77
01:00 - 01:59	73
02:00 - 02:59	61
03:00 - 03:59	74
04:00 - 04:59	38
05:00 - 05:59	60
06:00 - 06:59	62
07:00 - 07:59	116
08:00 - 08:59	126
09:00 - 09:59	139
10:00 - 10:59	158
11:00 - 11:59	181
12:00 - 12:59	161
13:00 - 13:59	179
14:00 - 14:59	165
15:00 - 15:59	163
16:00 - 16:59	164
17:00 - 17:59	149
18:00 - 18:59	176
19:00 - 19:59	152
20:00 - 20:59	137
21:00 - 21:59	107
22:00 - 22:59	93
23:00 - 23:59	99

FIREFIGHTERS ON-SCENE





TRAINING DIVISION



Steve Hartsock, Training Officer

A lot of my time in 2025 was dedicated to the addition at the training center. If you recall, the addition includes a “search house” with moveable walls and a stand-alone confidence course and areas to improve skills, such as air management, low/zero visibility movements, crew orientation and problem solving. As I write this, I can say the addition was completed in 2025 and all three shifts utilized confidence course at least once.

We have been busy gaining new certifications for some of our newest firefighters. The weather cooperated in February and all firefighters, including the chief officers completed and obtained their Surface Ice Rescue, Operations and Technician certifications. This training was provided by Do It Right Diving, which is local to Martinsville. Although many of our senior personnel had already had this training many years ago, the state recently adopted a formal certification, and it was decided that the entire department would participate. In early summer we sent several firefighters to Advanced Rescue Solutions (ARS) in Greenwood. The firefighters spent a week at ARS and obtained their Confined Space Operations and Technician certifications. Additionally, in late summer and early fall our agency, in coordination with Green Twp. Fire & Rescue hosted a Driver Operator Series. This series of courses includes certifications in the following, Driver Operator General, Driver Operator Pumper, Driver Operator Mobile Water Supply and Driver Operator Aerial. Finally, we concluded our certification training in late fall with Fire Instructor I course.

In closing, while reflecting on all the challenges that we have had with training in 2025. I am happy to provide you with a small snippet of what took place. I want to extend my gratitude to all the entire department for their willingness to obtain new certifications that will better the organization.



CLASS GATERGORY	TOTAL HOURS PER PERSONEL
Fire Operations	155.5
EMS	38
Special Operations	60
Officer Development (Leadership)	44
Administrative	18.5

INSPECTIONS & INVESTIGATIONS

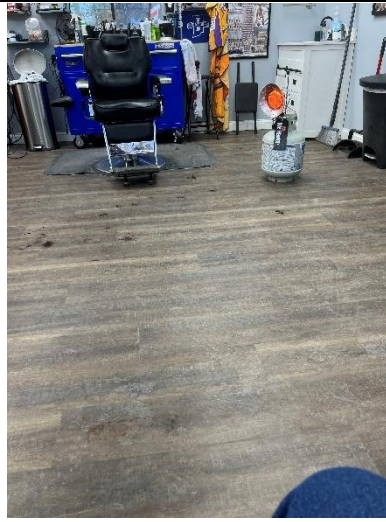


Charlie Fraker, Fire Marshal

2025 was again a busy year. Outside of the annual inspections, there were over a dozen new construction projects that were completed and inspected. A few of the larger projects were the Morgan County Judicial Center, Martinsville Entertainment Theater and 1915 Steakhouse. Additionally, 35 fire investigations were conducted by the division. Sadly, 2 of those fires resulted in fatalities. Of the 38 fires investigated, 4 fires were determined to be arson.

Most of 2025 was a building year for the division that will also continue into 2026. The fire department switched to a new record management system (RMS) called First Due. This system also includes a new inspection and pre-plan platform. It will take a great deal of time to enter all the data that was collected over the previous 12 years. Additionally, the new RMS has a module called Community Connect. Once implemented this module will allow business and homeowners to provide emergency contact information, premises information and requests for things such as a smoke alarms.

Finally, we've continued with our commitment to training other Morgan County and surrounding area Fire Investigators. Our division hosted a Fire Investigator 1 practical that was attended by nearly two dozen fire investigator students from all over Central Indiana.



INSPECTIONS

Site Visits	74
Annual	417
Re-Inspection # 1	34
Re-Inspection # 2	4
Re-Inspection # 3	1
Additional/Special Inspections	23
Vacant Occupancy Checks	61
Certificate of Completions	7
TOTAL	621

INVESTIGATIONS

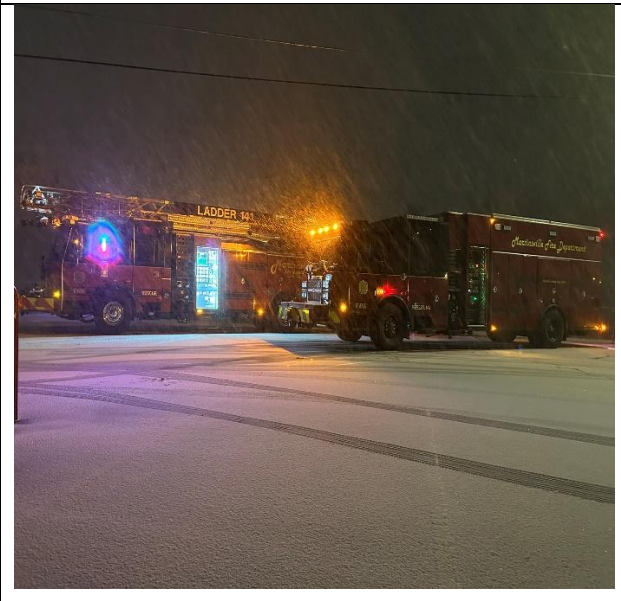
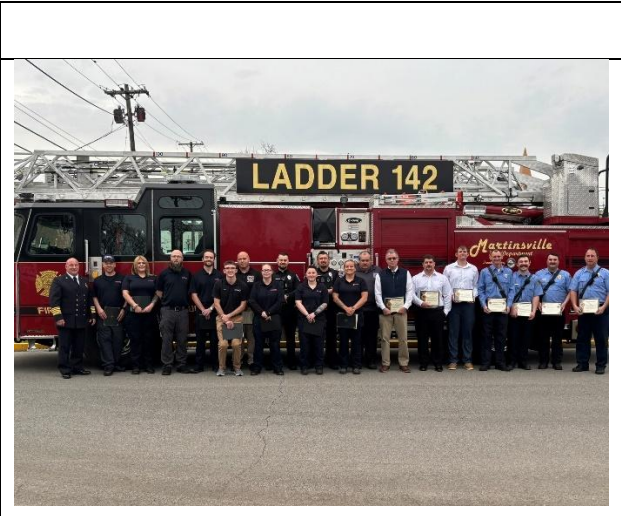
Accidental	28 (1 Fatal)
Natural	0
Incendiary (Arson)	4
Undetermined	6 (1 Fatal)
TOTAL	38

MISCELLANEOUS

Complaint Investigations	9
Fire Alarm Acceptance	3
Sprinkler / Hood Acceptance	3
Plan Review	14
Smoke Alarm Installations	5
Code Research	12 Hours
Training Hours	193 Hours (69 Fire & 124 LE)
Incident Responses	187
Public Education Presentations	28
Knox Box Service	20



OUR FAMILY SERVING YOURS.



2025 Retirements



Lieutenant Steven Ely

36 Years of Service (1989-2025)



Firefighter Davey Skaggs

32 Years of Service (1993-2025)

JIMMY NASH BOOK CLUB
3RD WEDNESDAY OF EACH MONTH
FAMILY PAVILION

FREE MOVIE NIGHTS
@THE VENUE

MAY 3
JUNE 28
SEPTEMBER 27

SWIM LESSONS
SESSION 1 JUNE 9-JULY 3
SESSION 2 JULY 7-JULY 31
PM CLASSES MON & WED
AM CLASSES TUES & THURS



2025 EVENTS
JIMMY NASH CITY
PARK & THE
VENUE

CONTACT US

Follow us on Facebook!!
www.martinsvilleparks.com
 Email: parkoffice@martinsville.in.gov
 765-342-3155

OPEN MAY 14, RESTAURANT 3, 802S

2025 Pool Rates

AGES 13+ \$7/DAY
 AGES 3-12 \$5/DAY
 AGES 2&UNDER FREE
 AFTER 4PM \$3
 FOR ADULTS AND KIDS
 3+

2025 SEASON POOL PASS PRICES

- **INDIVIDUAL SEASON POOL PASS**
AGES 13 AND UP - \$75
- **MILITARY/FIRST RESPONDER MEMBERS: SEASON POOL PASS - \$60**
MUST SHOW ID.
- **MILITARY/FIRST RESPONDER FAMILY OF 4 SEASON POOL PASS - \$75**
MUST SHOW ID.
- **SEASON POOL PASS FAMILY OF 4 - \$175**
ALL MEMBERS MUST LIVE IN THE SAME HOUSEHOLD.

JIMMY NASH CITY PARK

SHELTER HOUSE RENTALS

Shelter 1 (Family Pavilion)
 This is an enclosed shelter with restrooms. Includes heat if needed.
 Monday-Friday Rate: \$100 per day
 Saturday/Sunday Rate: \$200 per day

Shelters 2, 3, 4
 This is an open shelter. No restrooms. located at these locations.
 Monday-Friday Rate: \$50 per day
 Saturday/Sunday Rate: \$80 per day

Shelters 5, 7, 8, 9
 This is an open shelter. No restrooms.
 Monday-Friday Rate: \$40 per day
 Saturday/Sunday Rate: \$65 per day

ALL RENTALS ARE FROM 10AM-5PM. RENTALS ARE NON-REFUNDABLE.

FEBRUARY 21
PAINTING PARTY

APRIL 10
EASTER EGG HUNT

APRIL 11
GLOW IN THE DARK EGG HUNT &
PARTY

MAY 3
JIMMY NASH SPRING CRAFT FAIR
9AM-3PM

MAY 9
CITY OF MARTINSVILLE FREE
SUMMER CONCERT @ THE
VENUE

MAY 17
ADULT RECESS - CANCELED

MAY 23
CITY OF MARTINSVILLE FREE
SUMMER CONCERT @ THE VENUE

MAY 30
CITY OF MARTINSVILLE FREE
SUMMER CONCERT@ THE VENUE

JUNE 13
CITY OF MARTINSVILLE SUMMER
CONCERT @ THE VENUE

JUNE 20
ADULT ONLY SWIM NIGHT

JUNE 27
CITY OF MARTINSVILLE SUMMER
CONCERT @ THE VENUE

JUNE 28
3 ON 3 BASKETBALL TOURNAMENT -
CANCELED

JUNE 28
FAMILY DANCE @ THE VENUE - CANCELED

JULY 4
4TH OF JULY FIREWORKS AND FREE
ENTERTAINMENT STAGE

JULY 18
CITY OF MARTINSVILLE SUMMER
CONCERT @ THE VENUE

JULY 25
ADULT ONLY SWIM NIGHT

AUGUST 1
CITY OF MARTINSVILLE SUMMER
CONCERT @ THE VENUE

AUGUST 9
END OF SUMMER BASH
YARD SALE

OCTOBER 4
ADULT ONLY BOO BASH @ THE VENUE -
CANCELED

OCTOBER 10
JIMMY NASH PUMPKIN PATCH

OCTOBER 25
HALLOWEENFEST

NOVEMBER 29
WINTER WONDERLAND/ FESTIVAL OF
LIGHTS LIGHTING CEREMONY

DECEMBER 12
COOKIES WITH SANTA

DECEMBER 14
BREAKFAST WITH SANTA - CANCELED DUE
TO WEATHER

DECEMBER 14
SANTA PAWS - CANCELED DUE TO WEATHER

2025

DAILY POOL ADMISSION AND SEASON PASSES SOLD

2&UNDER ADMISSION - 442
CHILD POOL ADMISSION - 4,734
ADULT POOL ADMISSION - 5,914
AFTER 4PM ADMISSION - 1,814
FAMILY OF 4 SEASON PASS - 92
ADDITIONAL MEMBERS ADDED TO
FAMILY PASS - 28
INDIVIDUAL SEASON PASS - 25
GROUP DAILY ADMISSION - 126



2025

Shelter House Rental Report

Shelter 1 - 172 Rentals

Shelter 2 - 88 Rentals

Shelter 3 - 115 Rentals

Shelter 4 - 87 Rentals

Shelter 5 - 54 Rentals

Shelter 7 - 45 Rentals

Shelter 8 - 59 Rentals

Shelter 9 - 53 Rentals

The Venue - 9 Rentals

The City Park Pool - 26 Rentals



Sponsorship Report



Date	Business	Event	Package	Amount
4/10/2025	Boren, Oliver & Coffey, LLP	Easter Egg Hunt	Chocolate Bunny	\$250.00
5/3/2025	Krypton Comics	Movie Night	Extra Butter	\$100.00
5/3/2025	Grounded Solutions	Movie Night	Blockbuster	\$500.00
9/27/2025	Gentry Martial Arts	Movie Night	Blockbuster	\$500.00
5/3,6/28,9/27	Visit Morgan County	Movie Night Series/Grant	Blockbuster	\$500.00
10/25/2025	Boren, Oliver & Coffey, LLP	HalloweenFest	Pick Your Poison	\$100.00
10/25/2025	Grounded Solutions	HalloweenFest	Pick Your Poison	\$200.00
10/25/2025	Hudson Plumbing	HalloweenFest	Pick Your Poison	\$200.00
10/25/2025	Midwest Specialties	HalloweenFest	Pick Your Poison	\$300.00
10/25/2025	The Law Office of Lisa A Blackman, LLC	HalloweenFest	Pick Your Poison	\$300.00
Total				\$2,950.00

BEFORE THE MORGAN COUNTY DRAINAGE BOARD

PETITION FOR ESTABLISHMENT OF NEW REGULATED DRAIN

In the matter of the Hilldale Cemetery Ditch Lateral Drain Petition, the undersigned individual(s), hereby petition the Morgan County Drainage Board, per IC 36-9-27-54, to establish a new regulated drain, based upon the following:

1. The undersigned represent a municipal legislative body that wants to provide for the drainage of the land of the municipality, per IC 36-9-27-54 (B)(4).
2. That as a municipal legislative body, they are qualified petitioners.
3. That the general route of the proposed drain is as described in an attachment hereto marked Exhibit "A."
4. In the opinion of the petitioner the costs, damages, and expenses of the proposed drain will be less than the benefits accruing to the owners of land likely to be benefited by the drain.
5. In the opinion of the Petitioners, the proposed drain will improve the public health, benefit a public highway in a county or a public street in a municipality, or be of public utility.
6. There will be no additional cost to Petitioners or land owners as the proposed drain falls within the previously assessed Hilldale Cemetery Drain or the Sartor Drain Watersheds. All the costs of notice and all the legal cost will be covered by a READI Grant. These costs include but are not limited to engineering, surveying, and other costs associated with the proposed drain.

WHEREFORE, Petitioners respectfully request that the Morgan County Drainage Board accept and approve this Petition and proceed with the establishment of such new regulated drain, pursuant to the appropriate provisions of I.C. 36-9-27-54, and all other proper relief in the premises.

_____	_____	<u>Mayor of the City of Martinsville</u>
Signature	Printed Name	Title

Filed: February 2, 2026

**AGREEMENT BETWEEN
CITY OF MARTINSVILLE
AND
TEAMSTERS LOCAL 135
AN AFFILIATE OF
THE INTERNATIONAL BROTHERHOOD OF
TEAMSTERS**

January 1, 2026, through December 31, 2028

ARTICLE	SUBJECT	PAGE #
1	Recognition and Union Security	1
2	Check-Off	2
3	Seniority	3
4	Layoff Procedures	4
5	Protection of Rights	4
6	Separate Agreements	5
7	Subcontracting	5
8	Equipment	5
9	Conditions of Employment	6
10	Union Visitation	6
11	Management Rights	6
12	Show-up Times	7
13	Hours of Work	7
14	Overtime	8
15	Classifications and Wages	9
16	Holidays	9
17	Vacations	10
18	Leave of Absence	12
19	Health and Welfare	12
20	Pension Fund	13
21	Paid Sick Leave	14
22	Paid Personal Days	16
23	Short- and Long-Term Disability	17
24	Funeral Leave	17
25	Jury Duty	18
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City of Martinsville Agreement

This Agreement is by and between the City of Martinsville, hereinafter referred to as “Employer” and Teamsters Local 135 an affiliate of the International Brotherhood of Teamsters, located at 849 South Meridian Street, Indianapolis, IN 46217, hereinafter referred to as “Union”.

WITNESSETH:

Whereas, both parties are desirous of preventing strikes and establishing equitable wage scales, working conditions, and hours of the employees of the Employer, and to facilitate peaceful adjustments of all grievances which may arise from time to time between the Employer and his employees, and

Whereas the Employer and the Union acting by their duly authorized representatives in conference and after due consideration of the matter herein stated, hereby agree as follows:

Article 1 – Recognition and Union Security

Federal Law prohibits any term or condition of employment that requires public sector employees to maintain membership and/or maintain good standing of the Local Union or to pay dues or fees to a union as a condition of continued employment. In the event the law changes to permit the following language, the following language shall be automatically reinstated.

The Employer hereby recognizes the Union and its agents or representatives as the sole bargaining agent for all employees described in the classifications hereinafter set out in Appendix “A” attached to and made part hereof.

No person employed under the classifications of employees hereinafter set out in Appendix “A” shall be retained in the employment of the Employer unless they make written application and become a paid-up member of the Union on or after the thirty-first (31st) calendar day following the beginning of his/her employment with the Employer, or the effective date of this Agreement, whichever is the latter, and thereafter retains his/her membership in good standing.

The first one hundred eighty (180) calendar days of employment shall be considered a probationary period for all new employees during which time they may be laid off, discharged, or otherwise relieved of their duties without prejudice or recourse to the Employer.

A new employee shall work under the provision of this Agreement, provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement, or discriminating against Union members. In the case of discipline within the one hundred eighty (180) calendar day probationary period, the Employer shall notify the Union in writing.

Any new hire will enter employment as a Laborer Helper and shall receive the following rate of compensation: *

Day 1-180	\$1.50/hr. less than the current Laborer rate
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***Employer reserves the right to start a new employee at a higher rate when, after attempting and not being successful at filling a higher skilled position in-house, conditions and the needs of the Employer warrant the higher starting pay for the successful outsider bidder.**

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with this Article.

Whenever the words “employee” or “employees” are used in this Agreement, they designate only those employees covered by this Agreement. When employees are referred to in the male gender, it will be recognized as both male and female employees.

An employee hired for a position that requires a commercial drivers’ license shall obtain the CDL License on or before expiration of the one hundred eighty (180) calendar day probationary period. If the employee fails to obtain the license within this period, he shall be subject to disciplinary action, up to and including termination.

The provisions of this Agreement including, but not limited to, Article 1 – Recognition and Union Security, shall be deemed to be of no force and effect to the extent that the making or enforcement of such provision is contrary to state, federal or local law.

Article 2 – Check-Off

The Employer undertakes and agrees to deduct from the wages of each Union member in his employ who shall keep thereto in writing and to remit to the Union on the day following the payday, of each month the total of the following items:

- 1. The amount of initiation fees, regular monthly dues, and/or uniform assessments of such members as provided by the Union Bylaws.**
- 2. The amount of the initiation fee of each member as set forth on a written notice to be furnished by the Union to the Employer, specifying the total initiation fee whether payable in one lump sum or in installments and, or in installments, the amount of each installment to be deducted from such members wages.**
- 3. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to the Democratic, Republican, Independent Voter’s Education (D.R.I.V.E.). D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase “weeks worked” excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to D.R.I.V. E’s National Headquarters the total amount deducted along with the name of each employee on whose behalf a deduction is made.**

Article 3 – Seniority

Seniority as that term is used in this Agreement means the length of continuous service of any regular employee from the date of most recent employment. Employees shall obtain seniority on their one hundred eighty first (181st) calendar day of employment. The seniority date shall be the date of hire of full-time employment. There shall be the following two (2) types of seniority for employees:

1. City-Wide Seniority:

City-wide seniority shall be computed from the employee's most recent date of hire in a bargaining unit within the City:

2. Departmental Seniority:

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

Loss of Seniority:

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

1. When a laid-off employee fails to give notice of his intention to return to work within three (3) working days after the Employer has sent to his last known address a certified letter requesting his return to work.
2. When the employee gives such affirmative notice but fails to return work on the on the specified date and time of recall.
3. When an employee resigns his employment with the Employer.
4. When an employee is discharged for just cause.
5. When an employee is laid off for more than eighteen (18) months.
6. When an employee receives total permanent disability compensation.
7. When an employee retires or accepts a pension from the Indiana Public Employee's Retirement Fund (PERF).

Article 4 – Layoff Procedures

Strict Department seniority shall prevail in the layoff of employees within their prescribed job classifications however, seniority employees so laid off shall have the right to work within the department/bureau if qualified in a classification where their seniority warrants. If a laid-off employee is not qualified in any other skilled or semi-skilled classification, he/she shall then be able to bid into the general labor job classification within his/her department/bureau and replace the junior employee in that classification. All employees doing so will retain their department seniority.

In reducing the working force within the general labor classification because of lack of work or other legitimate cause, the employee with the least departmental seniority shall be the first employee laid off. In the event that an employee is laid off the name of that employee will be placed on a city-wide callback roster. The roster will contain the employee's name, address, telephone number, amount of city-wide seniority, the department or bureau from which the employee was laid off, the employee's last job classification and the employee's qualifications.

Job Vacancies:

All vacant and newly created positions covered by this Agreement shall be posted for bid at the department or bureau at which the opening exists for a period of three (3) working days. If no employee from that department or bureau bids and qualifies for that job opening, then the job opening shall be posted to all other City bargaining unit work sites, and the Clerk-Treasurer's office for a period of three (3) working days. There shall be a maximum of two (2) successive bids to fill vacancies caused by the initial bid. Only one (1) lateral move per employee within a six (6) month period may be exercised, this provision may be waived by mutual agreement between the Employer and the Union.

Article 5 – Protection of Rights

An employee shall have the right to determine as an individual whether he/she shall refuse to go through the picket line of any Union, or refuse to handle or transport unfair or struck, goods, freight, merchandise, or equipment, and the exercise of such self-determination on the part of the employee shall not be cause for discharge or discipline, nor shall the exercise of any right by the employee which are permitted by law be a violation of this Agreement.

Article 6 – Separate Agreements

The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void if it conflicts with this Agreement.

Article 7 – Subcontracting

The Employer shall not hire extra equipment until its own is available, usable equipment is exhausted. In hiring extra equipment and services, the Employer shall give preference to equipment of companies having contracts with the Union, but if equipment cannot be obtained, any extra equipment hire shall be manned by members of the Union and subject to all the provision of this Agreement.

It is the intention of the Employer not to deprive employees of work covered by this Agreement by subcontracting or by hiring an outside agency. However, the parties hereto understand and agree that occasion will arise, either of an emergency nature or otherwise, when it is necessary for the Employer to authorize outside equipment or services on a temporary basis to properly perform this function.

The Employer agrees to minimize the use of Community Corrections workers with regards to bargaining unit work.

Article 8 – Equipment

No employee shall be required to take out equipment that is not mechanically sound and properly equipped to conform to all city, state, and federal regulations.

Employees shall report promptly to the employer in writing all defects in equipment and accidents of whatsoever nature and the name and addresses of all witnesses to accidents.

Where an employee gives such written report of a vehicle being in an unsafe operating condition and receives no consideration from the Employer, then he/she shall report the matter to the officers of the Union who shall present it to the Employer.

It shall not be a violation of this Agreement where employees refuse to operate such equipment.

All equipment must pass a Department of Transportation (DOT) pre-check inspection. The Employer will pay all fines if equipment does not pass any inspection.

Article 9 – Conditions of Employment

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

First aid kits in all shops and break rooms will be kept full.

Article 10 – Union Visitation

Authorized agents of the Union shall have access to the Employer's departments during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, providing, however, that there is no interruption of the Employer's working schedule. The Union will notify the Employer of the name of the authorized agent by letter within thirty (30) days of the signing of this Agreement. Also, there will be a bulletin board furnished by the

Employer on which the Union may post notices, etc., from time to time. The bulletin board shall be in a conspicuous place.

Article 11 – Management Rights

It is understood that the Employer has and will continue to retain the rights and responsibilities to direct the affairs of the Employer in all of its various aspects. Among the rights retained by the Employer, although not all inclusive, are:

1. The Employer's right to direct the working forces. The Employer also has the right to encourage flex staffing and cross training with preference given to those with seniority and certifications that pertain to that department.
2. To plan, direct, and control all operations and services of the Employer.
3. To determine the methods, means, organization, and personnel by which such operations and services are to be conducted.
4. To contract for and subcontract out services.
5. To relieve employees due to lack of work or for other legitimate reasons.
6. Eliminate existing methods, equipment, or facilities, provided, however, that the exercise of any of the above rights shall not conflict with any express written provision of this Agreement.
7. Make and promulgate reasonable rules and regulations governing the conduct and duties of employees. Such rules and regulations shall be effectively communicated to employees and the union steward prior to implementation.
8. Discipline, suspend and discharge for just cause.

Article 12 – Show-Up Time

Any regular, full-time employee who reports for his/her regular scheduled workday without being notified not to report whether by the bulletin board notice or phone call to his/her home and is not permitted to work shall be paid a minimum of four (4) hours report-in pay. If put to work, the employee shall receive eight (8) hours' work or pay in lieu thereof.

Article 13 – Hours of Work

It is mutually agreed that the normal hours of work shall be eight (8) hours per day and forty (40) hours per week with the normal work week for payroll purposes begins on Sunday and ends on the next Saturday.

Employees shall have one-half (1/2) hour for an unpaid lunch. Employees shall have a fifteen (15) minute paid break in the morning and a fifteen (15) minute paid break in the afternoon at reasonable times established by the City Superintendent or his or her designee. Subject to the approval of the City Superintendent, an employee may combine their two (2) paid breaks with their unpaid lunch to provide a total of a one (1) hour lunch, thirty (30) minutes of which is paid and thirty (30) minutes of which is unpaid.

Employees will be allowed a reasonable amount of paid time to wash before lunch not to exceed five (5) minutes and at the end of their workday not to exceed ten (10) minutes.

If a regular employee has worked five (5) consecutive days and is called in to work on his/her sixth (6th) day, he/she shall be paid no less than two (2) hours of pay at a rate of time and one-half (1 ½) his regular, straight time hourly rate of pay.

All regular employees shall report to work in accordance with their established workday. The starting time for the day shift shall be from 7:00am to 9:00am. The starting time for the second (2nd) shift shall be from 3:00pm through 5:00 pm. The starting time for the third (3rd) shift shall be from 11:00 pm to 1:00 am.

The regular work week shall be five (5) consecutive days, Monday through Friday. Any employee who is unable to report for work on any day shall advise the Employer at least one (1) hour in advance of his/her regular starting time. The Employer may revise the regular work week. The Employer shall provide employees with at least three (3) days prior notice of a change in the regular work week, except that the Employer may modify the work week without prior notice and as may be necessary in cases of emergencies or exceptions created by departmental needs. Notwithstanding any provision of this Agreement, the Employer and an employee may mutually agree to change an employee's regular work schedule.

Article 14 – Overtime

Time and one-half (1-1/2) will be paid for time worked over eight (8) hours per day. Time and one-half (1-1/2) will be paid for time worked over forty (40) hours per week. Overtime, holiday, and premium rates shall not be pyramided.

For Computation of overtime, the following shall not be defined as time worked:

1. Discretionary sick day.
2. Standby pay.
3. Unpaid leaves of absence.

Overtime will be as equally distributed among employees as possible within their department or bureau.

Mandatory Overtime Assignments:

When mandatory overtime is required by the Employer, it shall be offered first to the employees who have performed the work during that day and then offered by seniority within the department.

On some occasions an employee will be required to be on call. When an employee is on call that employee shall be no more than thirty minutes away from their normal work location. The employee shall receive \$50 a day for being on call. If called out the employee shall be available to be contracted and shall respond within thirty (30) minutes of being called out. If called out the employee will be paid at one- and one-half times (1-1/2) of their normal hourly rate. Failure to comply will result in regular disciplinary procedures.

The Employer shall have the right to direct the most junior employee within the department to work overtime. The employer will ask down the seniority list of the department and then draft up the seniority list in the department.

There may be times the entire department may be put on mandatory overtime.

The Employer may ask other department employees to do the mandatory overtime. The employees asked must have the immediate skill and ability to perform the job and must volunteer for the overtime.

Call Back:

When an employee is called back to work outside of his/her normal shift, he/she shall be compensated at the rate of one and one-half (1-1/2) times his/her hourly straight time rate. He/she shall be guaranteed a minimum of two (2) hours of callback pay or work. The employee may be directed to work the entire two hours once called back.

If an employee is ordered to report to work on a scheduled day off, that employee will be guaranteed two (2) hours' pay or work at one and one-half (1-1/2) times his/her regular hourly rate. On the first call-out, an employee would be required to work two (2) hours. If the employee leaves and is required to come back during the first two (2) hours, no additional time would be paid until he/she completes two (2) hours of work on the time clock. If an employee is called back out during an eight (8) hour period, he/she will be given one (1) hour pay at one and one-half (1-1/2) times his/her hourly rate. If, after eight (8) hours, the employee is called out again, he/she will be given a guaranteed two (2) hours at one and one-half (1-1/2) times his/her regular hourly rate.

Article 15 – Classifications and Wages

Wages, shift differentials, and cost-of-living, if any, for all classification, whether hourly rated or salaried are set out in Appendix "A" attached to and made part of this Agreement.

Article 16 – Holidays

The days listed below shall be considered Holidays:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Good Friday

4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Juneteenth
11. Christmas Eve
12. Christmas Day
13. Employee's Birthday

The holiday schedule shall be updated annually and shall reflect the holiday schedule of the administrative staff.

All employees who have completed their probationary period shall receive eight (8) hours of pay at their regular rate for such holiday, provided they have worked the regular scheduled workday prior to and after the holiday, except for valid emergency. If a holiday falls within the regular established work week, such holiday will be paid for in addition to the regular weekly guarantee or regular normal pay period.

For the purpose of computing weekly overtime, the guaranteed work week shall be reduced by eight (8) hours in any week in which one of the holidays falls. If an employee is required to work on any of the aforementioned holidays, he/she will receive eight (8) hours' pay in addition to such holiday pay at time and one-half (1-1/2). If an employee is called in after the eight (8) hours, he/she will receive two (2) hours pay at time and one-half (1-1/2) for each call in. Overtime shall not be pyramided.

Article 17 – Vacations

Section 1 – Vacation Year:

Full-time (i.e., 40 or more hours per week) regular (i.e., non-probationary and non-seasonal) employees shall be eligible for paid vacation leave. Part-time, probationary, and seasonal employees are not eligible for paid vacation. The vacation year shall begin January 1 and end December 31 each year. Regular employees shall accrue vacation on January 1 of each year as set forth in Section 2 of this Article. In addition, an employee hired on any date other than January 1, who advances to a higher accrual of vacation on his or her employment anniversary date, will accrue the incremental increase of vacation. For example, an employee hired on July 1, 2018, will accrue one (1) additional day of vacation July 1, 2021 (i.e., the employee's third anniversary). An employee hired on January 1 accrues only the amount of vacation set forth in Section 2 and not the incremental increase of vacation.

Sectional 2 – Vacation Accrual:

Length of Employment	Amount of vacation days
1 year – less than 2 years	5 days
2 years – less than 3 years	10 days
3 years – less than 4 years	11 days
4 years – less than 5 years	12 days
5 years – less than 6 years	13 days

6 years – less than 10 years	15 days
10 years – less than 15 years	20 days
15 years – less than 16 years	21 days
16 years – less than 17 years	22 days
17 years – less than 18 years	23 days
18 years – less than 20 years	24 days
20 years or more	25 days

Section 3 – Vacation Request Schedule:

The vacation request schedule will be posted from January 1 through February 28 of each year. Vacation requests shall be granted based upon seniority. Vacation requests submitted after February 28 shall be granted on a first-come, first-served basis. The Employer reserves the right to exercise reasonable discretion to determine when vacation leave shall be taken as may be necessary to ensure the efficient operations of the Employer. An employee must request authorization to take vacation from his or her supervisor at least one week before the effective date of the vacation.

Section 4 – Pay in Lieu of Vacation:

Employees shall not be entitled to pay in lieu of vacation, except that when a paid holiday occurs during an employee’s vacation period, he/she shall have the option to receive an additional day of vacation or pay in lieu of vacation leave.

Section 5 – Increments of Vacation:

The minimum increment of vacation leave is four (4) hours, provided the employee provides his/her supervisor with at least one week’s notice and the supervisor approves the leave.

No more than two (2) weeks shall be taken at a time, unless otherwise approved by the department supervisor.

Section 6 – Vacation Carry Over:

Vacation shall not carry over from one calendar year to the next. Unused vacation shall be forfeited.

Section 7 – Rate of Pay:

Employees shall be paid eight (8) hours of pay at their regular, straight-time hourly rate for each full day of vacation leave.

Section 8 – Termination:

Accrued, unused vacation shall be paid upon termination of employment.

Section 9 – Use of Vacation During FMLA Leave:

An employee may, but is not required to, use paid vacation during an unpaid FMLA leave.

Article 18 – Leave of Absence

In the event an employee wishes to take time off duty for a period of two (2) weeks or less, he/she may do so if permission is obtained from the Employer. If the employee desires more than two (2) weeks off from duty, he/she must obtain a written leave of absence signed by the Employer. No leave of absence will be granted for a period to exceed thirty (30) days. If an employee on leave of absence does not report for work at the end of his/her leave, his/her seniority shall be terminated unless valid reason is shown such as sickness, etc., and will be in compliance with the Family and Medical Leave Act (FMLA).

Article 19 – Health and Welfare

The Employer shall contribute to the Martinsville Employee Benefit Trust of the City of Martinsville.

Effective January 1, 2011, the Employer will pay a portion of the total cost of the Martinsville Employee Benefit Trust contributions per week for each regular employee covered by this Agreement.

Employees will be offered plans that include: Dental, Vision, Health, and RX. The Employee will be able to select one of the following plans: Family, Employee and Spouse, Employee and Dependents and Employee Only.

The contribution rates for this remainder of the Agreement are to remain open and to be negotiated when this Agreement is reopened as set forth under Article 36.

The benefit levels will be maintained at no less than the levels discussed and agreed upon during negotiations.

By the execution of this Agreement, the Employer authorizes the Employer's representatives who are parties hereto to enter into appropriate trust agreements necessary for the administration of such fund and to designate the Employer trustees under such agreement, or to take all steps necessary for participation in such fund in accordance with the Trust Agreement and the rules and regulations of the trustees, hereby waiving all notice thereof and ratifying all action taken or to be taken by such trustees within the scope of their authority.

If any employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions for a period not to exceed six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee prior to the leave of absence being effective sufficient monies to pay the required contributions into the Health and Welfare Fund during the period of absence.

Contributions by the City to the City of Martinsville Employee Benefit Trust shall be made on a monthly basis on behalf of all regular full-time employees and retirees. The employee portion of the premium shall be deducted from each paycheck. Under the requirement set forth by the Martinsville

Common Council for entitlement to health care coverage, no part-time, seasonal, temporary part-time or contractual employees shall qualify for health insurance coverage benefits.

Article 20 – Pension Fund

The Employer shall enroll the employees covered by this Agreement in either the Indiana Public Employee's Retirement Fund (PERF) or a 401A plan. It is understood that all employees covered by this Agreement will be mandated to join this Plan after one (1) year of service according to the Plan. It is further understood that the Plan shall be administered according to the 1945 Act establishing the fund. The Employer shall also offer an optional 457B plan.

Effective January 1, 2018, the Employer shall contribute to the Teamsters Local Union No. 716 Pension Plan for all employees who are covered by this Agreement in accordance with the following paragraphs:

1. Effective January 1, 2020, the Employer shall contribute Three Hundred Thirty-Nine dollars and Seventy-Two cents (\$339.72) per month for each employee in the bargaining unit who has been in the employment of the Employer for one (1) year. In addition, the employee will allocate (.25) twenty-five cents per hour (40 hours per week) or (\$10.00) ten dollars per week of their wages into the Teamsters 716 pension fund. The total contribution is \$383.05 per month.

2. The Employer shall forward to the Teamster Local Union No. 716 Pension Fund, 849 South Meridan Street, Indianapolis, IN 46217, or otherwise specified receiving agency on the first (1st) day of each month the total sum specified in subparagraph (1), accompanied by a report which specifies the weekly earnings by employee upon which contributions have been computed.

3. No contributions shall be made by the Employer for any employee described above who has been laid off, given separation papers, or has taken a leave of absence.

4. The Employer and the Union, for themselves and on behalf of the employees, hereby agree that they will be bound by all terms and conditions set forth in the Pension Plan and Trust Indenture, so long as said provisions do not violate applicable law.

5. All employees shall be issued copies of the Plan upon request. In the event the Employer is delinquent at the end of a reporting period in the payment of his contributions to the Teamsters Local Union No. 716 Pension Plan created under this Agreement in accordance with the rules and regulation of the trustees of such fund the employees or their representatives shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting there from.

Article 21 – Paid Sick Leave

The Employer recognizes that an employee may be unable to work due to illness or injury. To minimize the effect that such absences can have on an employee, the Employer provides regular, full-time employees with paid sick leave.

Section 1 – Eligibility:

A full-time (i.e., 40 hours or more per week) regular (i.e., non-probationary) employee is eligible for paid sick leave if he or she is unable to perform the essential functions of his/her job due to an injury or illness including, but not limited to, pregnancy, childbirth, or pregnancy-related medical conditions. Part-time, seasonal, and probationary employees are not eligible for sick leave.

Section 2 – Accrual of Sick Leave:

An employee shall accrue nine (9) days of sick leave on January 1 of each year.

Section 3 – Notice:

An employee is required to notify his or her supervisor at least one (1) hour before the start of his or her regular start time if the need for sick leave is unforeseeable. An employee is required to provide thirty (30) days prior notice if the need for sick leave is foreseeable.

Section 4 – Carry Over:

Sick leave may not be carried over from one calendar year to the next calendar year. Any accrued, unused sick leave remaining at the end of the calendar year shall be paid to the employee in his or her second paycheck in January of the immediately following year for up to seven (7) (unused) sick days. These days will be paid at the employee's full pay rate.

Section 5 – Rate of Pay:

An employee shall receive eight (8) hours of pay at his or her regular straight-time hourly rate of pay for each day of paid sick leave used by the employee. The payment of unused sick leave remaining at the end of the calendar year shall be subject to Section 4 of this Article.

Section 6 – Medical Certification:

An employee who requests sick leave exceeding three (3) consecutive working days due to his or her own injury or illness must furnish to their supervisor a medical statement signed by the employee's principal attending health care provider, which certifies that the employee is unable to perform the essential functions of his or her job due to an injury or illness including, but not limited to, a pregnancy-related medical condition. The statement must also include an estimate of when the employee will be able to return to work. The medical statement must be provided within seven (7) calendar days of the employee's first day of sick leave, unless it is impracticable to do so despite the employee's diligent, good faith efforts. An employee who fails to provide a medical statement may be denied sick leave and/or disciplined, up to and including termination of employment.

An employee returning from sick leave exceeding three (3) working days must provide the Employer with a fitness-for-duty certification from his or her principal attending health care provider. The statement must indicate that the employee has been released to return to work. It must also specify any physical or other limitation on the employee's ability to perform the employee's duties. If an employee does not provide a statement upon returning to work, then reinstatement may be delayed until the employee submits a statement.

Upon the employee's written consent, which shall not be unreasonably withheld, a representative of the Employer may contact the employee's health care provider to clarify and/or authenticate the medical certification of leave or return to work statement.

Section 7 – Minimum Increment of Leave:

The minimum increment of sick leave that an employee may take is four (4) hours.

Section 8 – Termination of Employment:

Accrued, unused sick leave shall be paid to an employee upon termination of employment due to a voluntary resignation, retirement, or permanent layoff. Accrued, unused sick leave shall be forfeited upon termination for just cause.

Section 9 – Reinstatement.

An employee will be reinstated to the same position he or she held when the sick leave began if the employee can perform the essential functions of the position, with or without reasonable accommodation as may be required by law.

Section 10 – Use During Other Leaves:

An employee may, but is not required to, use sick leave during FMLA leave. An employee is prohibited from using sick leave during a workers compensation leave.

Article 22 – Paid Personal Days

Section 1 – Eligibility:

A full-time (i.e., 40 hours or more per week) regular (i.e., non-probationary) employee is eligible for paid personal days. Personal days may be used for any reason. Part-time, probationary, and seasonal employees are not eligible for paid personal days.

Section 2 – Accrual of Personal Days:

An employee shall accrue six (6) personal days on January 1 of each calendar year.

Section 3 – Notice:

An employee is required to notify his or her supervisor at least twenty-four (24) hours before the start of his or her personal day.

Section 4 – Carry Over:

Personal days may not be carried over from one calendar year to the next calendar year. Any accrued, unused personal days remaining at the end of the calendar year shall be forfeited.

Section 5 – Increments of Leave:

The minimum increment of personal days that an employee may take is four (4) hours. No more than two (2) personal days may be taken consecutively.

Section 6 – Rate of Pay:

An employee shall receive eight (8) hours pay at his or her regular straight-time rate of pay for each personal day.

Section 7 – Termination of Employment:

Accrued, unused personal days shall be paid to an employee upon termination of employment due to a voluntary resignation, retirement, or permanent layoff. Accrued, unused personal days shall be forfeited upon termination for just cause.

Section 8 – Use During Other Leaves and Holidays:

An employee may, but is not required to, use personal days during FMLA leave. An employee is prohibited from using personal days during a workers compensation leave. An employee is prohibited from using personal days during a workers compensation leave. An employee is prohibited from using a personal day either before or after a paid holiday.

Article 23 – Short Term and Long-Term Procedure

The Employer recognizes that an employee may be unable to work due to illness or injury for an extended time. To minimize the effect that such absences can have on an employee, the Employer provides regular, full-time employees with long-term coverage.

The City provides banked sick leave for regular full-time employees for catastrophic or major illnesses of employee or his/her spouse or child(ren). Use of banked sick leave must be approved in advance by the Mayor. Employees must use all Vacation Days, Personal Days & Sick Days before taking banked sick leave under this procedure.

Per Article 17 Section 9 of the CBA, an employee may, but is not required to, use paid vacation during an unpaid FMLA leave.

Per Article 21 Section 10 of the CBA, an employee may, but is not required to , use sick leave during FMLA leave. An employee is prohibited from using sick leave during a workers' compensation leave.

Per Article 22 Section 8 of the CBA, an employee may, but is not required to, use personal days during FMLA leave. An employee is prohibited from using personal days during a workers' compensation leave. An employee is prohibited from using a personal day either before or after a paid holiday.

Catastrophic or major illness is defined as an illness, injury, impairment, physical or mental condition that involves:

Inpatient care in a hospital, hospice, or residential medical care facility and/or continuing treatment by a health care provider. For an illness, injury, impairment, or condition required continued treatments by a health care provider to qualify under this definition, the illness, injury, impairment, or condition must impair the individual to such a degree that the individual cannot safely and effectively perform his/her duties.

Each full-time employee (excluding Fire and Police) regularly working a forty (40) hour workweek shall accrue banked sick leave with pay at the rate of two (2) workdays for each completed calendar month of service. No banked sick leave credit shall be allowed for any calendar month in which an employee is off duty and is not in paid status.

Unused banked sick leave shall be cumulated from year to year, up to a maximum of one hundred-ten (110) days. Upon termination of employment, time accumulated for banked sick leave shall not be paid out to employee.

Section 1 – Medical Certification: Short Term

An employee who requests leave for catastrophic or major illness must furnish to their supervisor a medical statement signed by the employee's principal attending health care provider, which certifies that the employee is unable to perform the essential functions of his or her job due to an injury or illness including , but not limited to, a pregnancy-related medical condition. The statement must also include an estimate of when the employee will be able to return to work. The medical statement must be provided within seven (7) calendar days of the employee's first day of banked sick leave, unless it is impractical to do so despite the employee's diligent and good faith efforts. An employee who fails to provide a medical statement may be denied banked sick leave.

An employee returning from leave must provide the Employer with a fitness-for-duty certification from his or her principal attending health care provider. The statement must indicate that the employee has been released to return to work. It must also specify any physical or other limitation on the employee's ability to perform the employee's duties. If an employee does not provide a statement upon returning to work, then reinstatement may be delayed until the employee submits a statement.

Upon the employee's written consent, which shall not be unreasonably withheld, a representative of the Employer may contact the employee's health care provider to clarify and/or authenticate the medical certification of leave or return to work statement.

Section 2 – Reinstatement:

An employee will be reinstated to the same position he or she held when the leave began if the employee can perform the essential functions of the position, with or without reasonable accommodation as may be required by law.

Article 24 – Funeral Leave

In the event of death in an employee's immediate family (defined as parent, step-parent, spouse, child, step-children, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law and any person residing in the employee's home as a family member), a regular, full-time, seniority employee who is actively at work shall be granted a leave of absence of up to five (5) days, Monday through Friday, beginning the day after the death occurred inclusive, and be paid at his regular, straight-time hourly wage rate for all hours actually lost from regularly scheduled, straight-time work on such days, not to exceed eight (8) hours a day. The period of bereavement leave with pay in the event of death of an employees first cousin, aunt, uncle, brother-in-law, sister-in-law, grandparent-in-law, niece, or nephew shall be two (2) days. Written documentation of the leave will be required upon the employee's return to work.

An employee who requires time off work in addition to that provided above due to travel to or from a memorial service for such a relative may charge such time off to accrued (earned, but unused) vacation or sick days, or if none are accrued, will be granted an unpaid personal leave of absence for such additional time as may be reasonably necessary.

An employee shall furnish satisfactory proof of the relationship the relative's death, and attendance at the memorial service as a condition of eligibility for bereavement pay.

Article 25 – Jury Duty

The Employer agrees to allow individual employees time off for Jury Duty. Employees will be paid eight (8) hours straight time pay while on jury duty. Jury duty pay will be signed over to the Clerk-Treasurer's Office, at which time that office will issue the paycheck for the period when the employees were on jury duty.

Article 26 – Shop Steward

The Employer recognizes the right of the Union to appoint or elect stewards at the Employer's place of operation, provided there shall not be more than one (1) steward for each department.

The Employer shall grant to the shop steward reasonable time off from his/her regular duties with pay, for the discussion and settlement of any grievances that may arise.

The Union shall keep the Employer advised at all times of the identity of the shop steward and the business agent.

The Employer agrees to post within the business premises such proper notices of Union meetings, etc., as may be delivered to the Employer by the Union.

Article 27 – Disciplinary Action and Discharge

The Employer shall have the right to discipline and /or discharge a regular (i.e., non-probationary) employee for just cause. The Employer shall notify the Union Steward and the Union’s Business Agent as soon as possible, but in no event later than the close of business on the day after an employee is discharged.

The Employer shall use progressive discipline in an effort to correct unacceptable behavior or performance. Progressive discipline includes oral counseling, a written warning, and an unpaid suspension from work not to exceed five (5) working days before an employee is terminated. The Employer may, however, skip steps in progressive discipline and terminate an employee immediately, depending on the severity of the conduct.

Written discipline shall not remain in an employee’s personnel file for more than nine (9) months. Upon an employee’s written consent, a copy of any written discipline shall be provided to the Union Steward.

Article 28 – Grievance and Arbitration

Should differences arise between the Employer and the Union or between the Employer and any of its employees as to the interpretation and application of the provisions of this Agreement, there shall be no suspension of work or concerted slow down due to such differences and an earnest and good faith effort shall be made to settle such differences informally. If such differences are not satisfactorily resolved informally, they shall be resolved through the following grievance procedure:

Step 1. The aggrieved employee or employees shall first take the matter up with the Union Steward, who will take the grievance up with the employee’s supervisor by presenting a written grievance on a standard grievance form to the supervisor. The grievance must be received by the employee’s supervisor within seven (7) calendar days from the date that the employee knew, or in the exercise of reasonable diligence should have known, of the occurrence of the grieved action or event. The grievance shall be signed by the employee and describe the facts and specific provisions of this Agreement allegedly violated. Employees shall have the Union Steward present at any grievance meeting with the supervisor. If the grievance is not resolved satisfactorily within five (5) working days, the employee may submit the written grievance to the Unions Business Agent under Step 2.

Step 2. If the grievance is not resolved satisfactorily in Step 1, the Business Agent may provide the written grievance to the City Superintendent. The grievance must be received by the City Superintendent within fourteen (14) days of the date the grievance was presented to the employee's supervisor. If the grievance is not resolved satisfactorily with the Director of Public Works within five (5) working days after receipt by the City Superintendent, the grievance shall proceed to Step 3.

Step 3. If the grievance was not resolved satisfactorily under Steps 1 or 2, the Union may request to arbitrate the grievance. A request to arbitrate must be in writing and received by the City Superintendent within thirty (30) calendar days of the date that the grievance was received by the supervisor in Step 1. It shall be incumbent upon both parties to nominate the arbitrator within seven (7) working days after such notice is given in Step 3. The parties may agree on a single arbitrator. Upon the failure of the parties to agree upon an impartial arbitrator, they will promptly select an arbitrator by requesting the Federal Mediation and Conciliation Service to supply a list of seven (7) members of the National Academy of Arbitrators. The parties shall alternately strike names with the party requesting arbitration striking first. The expense of the arbitrator selected or appointed, and the hearing room shall be borne equally by the Employer and the Union. Other expenses related to the arbitration shall be borne by the party who incurs them.

The arbitrator may interpret this Agreement and apply it to the particular case under consideration but shall have no authority to add to or subtract from or modify the terms of this Agreement. The arbitrator's award shall be final and binding upon all of the parties.

Any grievance not filed or appealed within the time limits set out in Steps 1 through 3 of the Article shall be deemed to be fully and finally withdrawn from and shall no longer be subject to the procedure described in this Article, and shall be deemed to be settled in accordance with the Employer's last answer.

The time limits provided in this Section may be extended by mutual written consent of the Union and the Employer.

Article 29 – No Strikes – No Lockouts

The Union agrees that it shall not cause, authorize, or take part in, directly or indirectly, any strike, stay-in, slowdown, walkout, boycott, or other stoppage or obstruction of, or interference with any of the Employer's business or operations, or picket the Employer's premises. The Employer agrees that it will not cause or direct any lockout of the employees.

Article 30 – Military Conscription

Any member who is conscripted into the service of the United States shall return to his/her place in the seniority of his/her former Employer, provided that he/she reports to said Employer ninety (90) days from date of discharge as evidenced by his/her discharge papers, and if physically fit and able to perform the duties of a regular employee.

Any employee serving in the Army-Reserve or National Guard will be paid for time served (80 hours/2 weeks) each year at his/her regular hourly rate. Employee will turn in check received from service and receive the city check.

Article 31 – Bonds

Should the Employer require any employee to give bond, cash bond shall not be compulsory. Any premium involved shall be paid by the Employer.

Article 32 – Examinations

Physical, mental, or other examinations required by a government body or the Employer shall be promptly complied with by all employees, provided the Employer pays for all such examinations. The Employer shall not pay for any time spent on such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs but shall be responsible to other employees for all time spent at the place of examination or examinations.

The Employer pays for all costs of a Commercial Driver License (CDL) physical examination performed by a credentialed health care provider or provide a credentialed facility to perform the services at no cost to the employee. The employee must forward a receipt for the examination to receive reimbursement or present a copy of the bill to accounts payable for payment.

Article 33 – Uniforms

Non-office employees will receive eleven (11) complete sets of uniforms. These will be paid for by the Employer through a rental service of the Employer's choice. Said uniforms will remain the property of said rental service. Work boots will be provided by the Employer every eighteen (18) months. Employees will be required to wear provided boots and uniforms unless prior, written permission is given by the Employer.

Article 34 – Miscellaneous Provisions

Both the Employer and the Union agree to support the principals of equal employment opportunity and to comply with all applicable laws.

The Employer shall continue to make reasonable provisions for the safety and health of his/her employees during their hours of employment. Protective devices on equipment necessary to properly protect employees from injury to be provided by the Employer.

When it becomes necessary to work employees out of classification the majority of the day, they shall receive their regular rate or the rate of the job, whichever is higher, provided the employee is actually responsible for the work being done at the higher rate. If the employee is just serving as a laborer, he/she will retain his/her regular rate of pay.

Any formal training required by the state or city will be paid for by the Employer.

Helpers on the packer truck are to call and notify the Employer if they need assistance when items are too heavy for them to lift.

Article 35 – Longevity

All employees will be paid One Hundred Fifty Dollars (\$150.00) per year after five (5) years of service with a cap of twenty years. This would be Three Thousand Dollars (\$3,000.00) for twenty (20) years of service. This will be paid in one (1) lump sum payment in the first full payroll cycle following the anniversary, Longevity will have an anniversary date of the employee's anniversary each year.

Article 36 – Effective Date and Terms

This Agreement shall be in full force and effect January 1, 2026 through December 31, 2028, and shall continue in effect from year-to-year thereafter unless either party gives the other notice by certified mail at least sixty (60) days prior to May 1, 2028 of an intention to modify or terminate this Agreement.

This Agreement shall not be reopened for further negotiations during the term except effective June 1 of each year during the term of this Agreement the parties agree to reopen the Agreement solely for the purpose of negotiating fringe benefits and wage rates.

If the parties fail to agree to the desired modifications submitted at the time of opening on any anniversary date, they shall be permitted to use all legal and economic recourse.

If a strike is called at any anniversary opening, the remaining Articles of this Agreement shall stand terminated, provided, however, that if and when the parties have reached an agreement with respect to such monetary items only, this Agreement as so modified shall thereafter continue in effect.

It is understood that pending settlement of any changes requested by either the Employer or the Union as provided for in this Article, the wage scale in existence on the date when such change or changes are requested shall prevail during the negotiations of said changes and that whatever settlement is reached shall be effective 12:01 a.m., January 1st of the following year.

Appendix A
Classifications and Wages

Department	Job Classification	Hourly Rate	
		January 1, 2026-December 21, 2026	
Street			
	Working Foreman	\$31.00	
	Laborer	\$24.00	
	Heavy Equipment Operator *	\$26.00	
	Chief Mechanic	\$29.50	
	Assistant Mechanic	\$26.00	
	Street Worker	\$24.00	
	Machinist	\$26.00	
Sanitation			
	Truck Driver	\$26.00	
	Packer Crew Member (rear)	\$25.00	
	Heavy Equipment Operator	\$26.00	
	Machinist	\$26.00	
Water & Sewer			
Utility Dept	Certified Distributor Operator	\$27.00	
	Laborer	\$24.00	
	Utility Worker	\$24.00	
	Chief Meter Reader	\$27.00	
	Machinist	\$26.00	
	Utility Locator	\$25.75	
	Meter Reader	\$25.75	
	W.T Class III, License Holder	\$30.00	
	Water Utility Office Working Foreman	\$31.00	

***For payroll information, the following is considered “Heavy Equipment”, and employees operating such will be paid the heave equipment hourly wage: Bulldozer or Backhoe, Aerial bucket truck (in truck), Stump grinder, grade-all excavator, Road grader, Sani-vac sewer truck, Street sweeper, Front end loader.**

	Water Utility Office Clerk	\$26.00	
	Water Works Sewer Dept Working Foreman	\$31.00	
	Heavy Equipment Operator*	\$26.00	
Waste Water Treatment Plant			
	Class I Operator	\$25.00	
	Class II Operator	\$29.00	
	WWT Class III, License Holder	\$30.00	
	Laborer	\$24.00	
	WWTP Worker	\$24.00	
	WWT plant working Foreman	\$31.00	

***For payroll information, the following is considered "Heavy Equipment", and employees operating such will be paid the heave equipment hourly wage: Bulldozer or Backhoe, Aerial bucket truck (in truck), Stump grinder, grade-all excavator, Road grader, Sani-vac sewer truck, Street sweeper, Front end loader.**

City of Martinsville

**Teamsters Local 135, an Affiliate of
The International Brotherhood of Teamsters**

Name: _____

Name:

Title: _____

Title: _____

Date: _____

Date: _____

Negotiation Committee:

Name: _____

Name: _____

Name: _____

