



Marion Utilities

1540 N Washington St.
Marion, IN 46952
www.marionutilities.com

Service Board

BOARD MINUTES OF THE MAY 2, 2024 MEETING

The Marion Utility Service Board held their meeting on Thursday, May 2, 2024 at 5:30 p.m. in the L.E.A.D. Center, Building 101, at Marion Utilities, 1540 N. Washington Street, Marion, Indiana.

Roll was called and those board members present were: Robert Logan, Chairman; Bill Dorsey; Al Green; Von Jackson; Herschel Lewis; and Jayda Monteiro. Doug Carl was absent.

Also present at the meeting were: Robin Shrader, Director; Pat Pinkerton, Assistant Director for Engineering & Solid Waste; Mike Conner, Attorney; Erika Devin, Council Liaison; and Misty Humphries, Secretary.

CONSIDERATION OF AGENDA ADDITIONS OR DELETIONS

There were no additions or deletions.

APPROVAL OF MINUTES

Mr. Lewis moved, seconded by Dr. Monteiro, to approve the minutes of the April 18, 2024 meeting. All board members present voted aye. Motion carried unanimously.

UPDATE ON PROJECTS

Mr. Pinkerton reported that the second advertisement for the Adams Street Storm Sewer project would run tomorrow. The bids would be opened on May 14th and brought back to the Board at the May 16th meeting. Mr. Pinkerton stated that part of the intersection on Nebraska & 37th had standing water. He said it was probably a paving issue, but he was going to put a small storm sewer in. Mr. Pinkerton commented that as far as the SRF projects went, IFA missed the preconstruction meeting on the distribution projects. The preconstruction meeting will be held again tomorrow. Today, a preconstruction meeting was held with IFA and TIC (Tank Industry Consultants) on tanks so those projects may move ahead. Mr. Pinkerton stated that the preconstruction meeting for the lead service lines and meters should be held soon.

CDL REIMBURSEMENT POLICY

Mrs. Shrader presented the CDL policy originally at the last board meeting but with an additional sentence. The policy now read "When a new employee is hired for a position that requires a CDL, that individual is required to participate in our in-house CDL Training Program. There is a time commitment of approximately 130 hours (trainer & trainee) as well as fixed costs for a medical exam, permit, license, and testing. Barring extenuating circumstances (as approved by Senior Leadership), if such an employee a CDL training participant leaves the employment of the Utility, he/she would be responsible for reimbursing the Utility for the amount applicable to the training completed according to the following schedule:

- Prorated amount of total cost if an employee leaves before training has been completed (number of hours completed divided by 130, then multiplied by total cost)



- 100% of total cost if an employee leaves within the first year after receiving a CDL
- 50% of total cost if an employee leaves within the second year after receiving a CDL

Mr. Jackson asked if there was additional language that was changed from the last meeting. Mrs. Shrader said no, the only additional language was "Barring extenuating circumstances (as approved by Senior Leadership)." Mr. Jackson then asked what would happen if a couple moved here to the area because one spouse was employed elsewhere and the other was employed here. If the couple wanted to move back because the spouse working elsewhere lost their job, what would happen to the spouse working here and complete CDL training. Would the spouse working here have to reimburse the Utility? Mrs. Shrader said that the additional language would give the Senior Leadership Team the opportunity to review the circumstances and let the employee of the hook so to speak if appropriate. Mr. Dorsey and Mr. Jackson then had some discussion about how each would decide the example. Mrs. Shrader said that by following the three bullet points and if someone was in the middle of training, they would be asked to reimburse the Utility for a percentage of the CDL cost. However, if an employee left after a year or two years the last two bullet points would determine how much the employee would be asked to reimburse the Utility. Mr. Jackson said that moving or a spouse losing a job could produce different outcomes. Dr. Monteiro explained that the process would be somewhat subjective in looking at the factors surrounding the circumstances. Mr. Jackson asked what would happen if the employee got an attorney. Mrs. Shrader explained that there were two ways to look at this. If the language which read "Barring extenuating circumstances (as approved by Senior Leadership)" is added then there would be some subjectivity. That is not to say that if something spectacular happened that it couldn't be brought back to the Board for discussion and review if the clause was left out. Mr. Jackson asked if that language could be somehow changed and brought back to the Board. Mrs. Shrader said if the Board wanted a more objective policy, then the phrase would need to be left out. If the Board was comfortable with some subjectivity, then the phrase should be added. Dr. Monteiro said that she thought some language would be needed because if the language was left out and exceptions were made for one and not another, the Board would be opening itself to some liability. The language might need to be refined. Mr. Jackson said that was what he was asking. Dr. Monteiro said that the language was broad and might need to be more specific. Mr. Dorsey asked Mr. Conner what some better language might be. Mr. Conner said he didn't know if he had better language or not. Mr. Conner said that he thinks it was either or. The Board can keep their discretion either way to make exceptions as long as the reason for the exceptions wasn't discriminatory. Mr. Dorsey said whatever the exceptions were, the Board would have to ensure that those were fair and just based upon policy and facts. Mrs. Shrader agreed and added that the process would be similar to reviewing and adjustment for a water bill. There were standard procedures that were followed, but when something crazy comes up it is brought to the Board for the final decision. Mr. Conner said that was an excellent example. Mr. Jackson said that he was in agreement, he just thought the language would make a candidate or an employee ask if they wanted to work here. Mr. Conner said one reason in favor of the language was for recruiting purposes. If a candidate is going to apply and knows that there could be an out in a bad case that would make the job more practical. Mr. Jackson said that was his point. Mrs. Shrader said typically when an employee is hired for a position that requires a CDL and they currently don't hold one, when the employee finds out there is an in-house training program available at no cost, they are very excited and appreciative for the opportunity. Dr. Monteiro stated that the language reads the employee is required to go through the in-house training program. Mrs. Shrader said that was correct. Dr. Monteiro said that the position description just requires the employee to have a

CDL. What would happen if the employee didn't want to go through the in-house training? Dr. Monteiro asked if language stating that an employee needed to acquire their CDL in a certain timeframe in order to maintain their employment could be added. Mrs. Shrader said she thought it could. Dr. Monteiro said she was just asking. Mrs. Shrader said that she hadn't had an experience yet where the employee wanted to cover the \$5,000 and not take advantage of the in-house program, but it could happen. Dr. Monteiro explained that she did that with her own master's degree as she didn't want it tied to the State for three years. Dr. Monteiro said that she didn't want the indication that if someone wanted to do it on their own or if they wanted to start their own trucking company they couldn't. Mr. Jackson said education-wise, it's part of Pathways. Some of the kids might be extended into adult education. Mr. Jackson said he knows the State used to do it because of the need for CDLs. If the schools start doing it and extending hours, they might not want the Utilities to pay for the CDL. Mr. Dorsey said he knows that some may have to sign an agreement. Mrs. Shrader asked if adding language that stated "if you choose to use our program then..." Dr. Monteiro that would be great. Mr. Jackson said that it would not tie... Dr. Monteiro said it would give the employee more autonomy to make their own decisions. Mrs. Shrader asked Mr. Conner if that seemed like a reasonable agreement. Mr. Conner said yes. Mr. Logan asked if the policy should be approved pending the discussion changes. Mr. Jackson said he wanted to see the changes print and then possibly approve it. Mr. Conner said that he would be comfortable if the amended copy was circulated for review and then approved at the next meeting. Mr. Dorsey requested that Mr. Jackson give Mrs. Shrader a call before the next meeting to iron out any details or share thoughts and ideas. Mr. Logan asked all of the members present to please give Mrs. Shrader, Mr. Pinkerton, or Mrs. Humphries a call to discuss questions or concerns. The item was tabled until the next meeting.

TRANSFERS & PAY REQUESTS

There was no transfer or pay requests.

3439 LINCOLN BLVD ADJUSTMENT REQUEST

Mrs. Shrader explained that there was a shut off request that could not be completed due to a bad shut off. The pipes burst resulting in a leak and a large bill. Mrs. Shrader requested that the item be reviewed by the Water Committee. Mr. Logan agreed and assigned the item to the Water Committee.

AMENDMENT OF RESOLUTION 1-2024 RECOMMENDING A SOLID WASTE INCREASE

Mr. Pinkerton presented the Board with an amended version of Resolution 1-2024. He explained that the amendment arose from a meeting with City Council members that requested the rate increase be done in fewer phases. The request was to complete an increase in one phase instead of the previously presented three phases. Mr. Pinkerton said the one-time increase would be \$9. Mr. Pinkerton then shared Exhibit 1 Crowe's Revenue Requirements Report. Mr. Logan asked when the rate increase would go into effect. Mr. Pinkerton said that it would depend on how quickly the proposed increase moved through Council and their process. Mr. Pinkerton said that the suggested effective date was July 1st or August 1st. There were no questions. Mr. Lewis moved, seconded by Reverend Green, to approve Resolution 1-2024(Amended). All board members present voted aye. Motion carried unanimously.

PERSONNEL ADJUSTMENT

Mrs. Shrader said that there was an employee whose job description and skill set have over time revealed themselves to not be in alignment. This was not a disciplinary matter. The thought was to reposition this employee which had been done before with others. Mrs. Shrader explained that a Customer Service Technician position would be added. She also mentioned that the job description already existed. Mrs. Shrader commented that there were a couple of benefits to doing this that she could think of. One, we would get to keep a valued employee, and two, we would bolster the distribution workgroup right before the large meter projects begin. In particular, it would help make connections with home owners for lead service lines and the new meters. It would also help to draw off the distribution crew workload. Mrs. Shrader said for those reasons it was timely that this would happen right now. Mrs. Shrader said that she thought this would be a win-win situation. Mr. Dorsey asked if another position would then be added when his position was filled. Mrs. Shrader said his position would be back filled. Mr. Dorsey asked if there was a pay rate increase. Mrs. Shrader said that it was minimal as the position being moved to would be one range up. Mr. Dorsey said his theory was meet the current pay or beat it. Mrs. Shrader said that this would be a beat it situation. Mr. Lewis said this was not a lateral move then. Mrs. Shrader said it would look like a lateral move because if the person was an 11-5, they would move to a 12-4. Mr. Dorsey said that it was first said it wasn't a lateral move and then said it was a lateral move so he asked for clarification. Mr. Lewis stated that his understanding was that the title was more simply because of what it did and that this was not a promotion in the traditional sense. Mrs. Shrader said the goal was not a promotion but a move to a better fitting position based upon skill. A promotion would require a 5% increase. There would not be a 5% increase here. The increase would only be a few cents on the dollar due to how the pay scale was configured. Reverend Green said the money was already there. Mrs. Shrader said that was correct. Mr. Jackson asked if the Customer Service Technician was going to be created and the current position would be backfilled. Mrs. Shrader explained that the Customer Service Technician position already existed and a second Technician would be added. Mr. Jackson asked if the Customer Service Technician position was transparent. Mrs. Shrader said she didn't understand. Mr. Jackson asked if the two Technician positions were paid the same. Mrs. Shrader answered yes. Mr. Lewis asked what would happen if there was not a position that the employee could have gone to. Mrs. Shrader said that had happened in the past and could have caused some difficult discussions as it did in the past. Mr. Dorsey said he was concerned over hearing the term lateral and not re-assigned. Mr. Dorsey said that lateral reassignments were usually a move to the same range. Mr. Jackson said the employee would get more money in this case. Mr. Dorsey said if the employee was being re-assigned then that was the term that should be used. Mr. Lewis said he understood what Mr. Dorsey meant. Dr. Monteiro summarized that the employee was receiving a few cents more because they were moving to a position that called for a higher pay range. The increase was less than 5% though because this was not a promotion or there was not a desire to give the employee more money. Mr. Lewis said a lateral move would have the employee making the same amount without an increase. Mr. Lewis he could see why this would be considered a re-assignment. Mr. Jackson asked Mr. Conner if he could assist with this. Mr. Conner said he didn't totally understand the step issue, but it was not illegal to do this. Mr. Conner said that calling it a re-assignment, transfer, lateral move or something else was really an issue of semantics. Whatever it was called was a move from Job A to Job B with a small increase. Mr. Conner said as an employee he would consider it a promotion if he got more money, but it was within the Board's discretion to call it whatever they wanted. Dr. Monteiro asked how long the employee was in the position before the re-assignment was considered. Mrs. Shrader answered a few years, but there was some

transition above him that lead some of the circumstances. Dr. Monteiro said when there was time, something to consider might be to add some probationary period or testing so that someone wasn't in the position for years and then have to be moved. Mrs. Shrader said that some details could best be shared in other situations. Dr. Monteiro said she understood but also knew that the handbook didn't address probationary or training periods. Mr. Conner said there were some legal reasons to not include a probationary period, and he wouldn't be surprised if those were applicable here. Mrs. Shrader shared that this had been an ongoing discussion for some time. Dr. Monteiro said that helped. Mr. Jackson said that past practice had shown that this had been done before. Mr. Dorsey said that the employee wasn't properly assigned so they should be re-assigned to the proper position now. Mr. Lewis said that by using re-assigned simplified things. Mrs. Shrader said that the pay scale has been consistent and it had been followed in the past with re-assignments. Mr. Dorsey confirmed that this position was already created. Mrs. Shrader said yes. Mrs. Humphries added that when she was hired there were two full-time customer service technicians in addition to three part-time customer service technicians. Mr. Dorsey asked how much the re-assignment changes the job responsibilities for the employee. Mrs. Shrader said it was a significant change. Mr. Jackson asked if there were any pre-requisites to this position. Mrs. Shrader said there were no disqualification for this employee. Dr. Monteiro said there would be continued reviews and coaching. Mr. Dorsey said there should be a written record of their work and performance in the future. Mrs. Shrader said that there was a written record from the past and would be from the future as well. Mr. Dorsey asked if the work record was from one person or several. Mrs. Shrader said that it was from several. Dr. Monteiro said that she appreciates wanting to make sure that the employee stays gainfully employed and that there were enough hands for the upcoming projects. Mr. Logan asked if there were any more questions. There being none, Mr. Lewis moved, seconded by Reverand Green, to approve the re-assignment of the employee. All board members present voted aye with none opposed. Motion carried unanimously.

SPONSORSHIP REQUESTS

Mrs. Shrader presented two sponsorship requests. The first was from CSA (Community School of the Arts). Mrs. Shrader explained that some of the art work on the building and banners were needing some maintenance. There were several different levels of sponsorship. Mrs. Shrader recommended a sponsorship at the \$250 level which was specifically for the restoration of the murals on the outside of the building. Mrs. Shrader said that the Board typically approved sponsorship requests at the same level. Mr. Dorsey moved, seconded by Mr. Lewis, to approve a sponsorship for the amount of \$250. All board members present voted aye. Motion carried unanimously.

The second sponsorship request was from The Training Center. They were asking for sponsorship for their Night of Sweet Dreams which was their annual fundraising night. Mrs. Shrader said like the other, there were different levels of sponsorships. Mrs. Shrader recommended a sponsorship at the \$200 level. Reverand Green moved, seconded by Mr. Lewis, to approve a sponsorship of \$200. All board members present voted aye. Motion carried unanimously.

SENIOR LEADERSHIP REPORTS

P. Pinkerton, Assistant Director for Engineering & Solid Waste

Mr. Pinkerton had nothing further to share at this time.

R. Shrader, Utility Director

Mrs. Shrader thanked the Board for the opportunity to serve as the Director. She said it was exciting, and the first week was a whirlwind. Mrs. Shrader had met with the Mayor, Council members, and IDEM in Indianapolis. Mrs. Shrader said she hoped to keep up with the meetings and making new relationships.

BOARD MEMBERS' COMMENTS

Mr. Conner said he was available to do public speaking events focusing on medical malpractice and how to protect yourself from it. Mr. Conner said he would do this free of charge. Mr. Conner said that he would be happy to help employees, churches, or other groups to better understand how someone can better communicate with their medical professionals in order to help save lives.

Dr. Monteiro asked when Resolution 1-2024(Amended) was anticipated to go before the Council. Mrs. Shrader answered the second meeting in May. Dr. Monteiro asked who would be presenting. Mrs. Shrader said she would present it.

CHAIRMAN'S REMARKS

Thank you for all of the activity and participation this evening. Mr. Logan said that is showed and took heart to care for the community.

The next meeting was scheduled for 5:30 p.m. on Thursday, May 16, 2024

There being no further business before the Board, Mr. Dorsey moved, seconded by Mr. Lewis, to adjourn the meeting. All board members present voted aye. Motion carried unanimously.

Meeting adjourned at 6:19 p.m.

Robert Logan, Chairman
Marion Utilities Service Board

ATTEST



Misty Humphries
Its Secretary