



## Goshen Common Council

6:00 p.m. December 7, 2020 Special Meeting

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

*This meeting will be conducted under a declared public health emergency covering all of the State of Indiana. In accordance with Mayor Stutsman's Executive Order 2020-16, this meeting will be held with virtual-only public access, including opportunity for questions/comments at the appointed times, via Zoom software. Note that free public Wifi is available at Goshen Public Library. For link, see <https://goshenindiana.org/calendar>*

### Call to Order by Mayor Jeremy Stutsman

### Pledge of Allegiance

### Electronic Meeting Participation Statement and Roll Call:

Megan Eichorn (District 4)	Julia King (At-Large)	Jim McKee (District 1)
Doug Nisley (District 2)	Gilberto Pérez, Jr. (District 5)	Matt Schrock (District 3)
Council President Brett Weddell (At-Large)	Youth Advisor Hazany Palomino (Non-voting)	

### Approval of Meeting Agenda

- Staff Memo re: 1<sup>st</sup> readings of Ordinances 5066, 5067 (Scharf)

#### I. Ordinance 5073

Establish Incremental Civil Fines for Violations of the COVID-19 Mitigation Directives

- Dec. 3 Joint Press Release: Cities of Elkhart, Goshen, Nappanee
- Community Leader Letter of Support to Elkhart County
- Elk. Co. Health Dept. Public Health Order 06-2020
- Elk. Co. Ordinance 2020-38

#### II. Ordinance 5066 (1<sup>st</sup> Reading)

2021 Compensation for Fire Department Employees

- Staff Memo (Stegelman)

#### III. Ordinance 5067 (1<sup>st</sup> Reading)

2021 Compensation for Police Department Employees

- Staff Memo (Stegelman)

*Adjournment*



## **CITY OF GOSHEN RULES FOR VIRTUAL PUBLIC MEETINGS**

In accordance with Executive Order 2020-16, all upcoming City of Goshen public meetings and hearings have transitioned to be accessible to the public digitally only—there is no physical public access. The public is encouraged to attend these meetings by clicking on the links to meetings provided on the City’s website calendar: [goshenindiana.org/calendar](http://goshenindiana.org/calendar).

Members of the public attending the meetings digitally are expected to follow these rules to help these meetings flow better:

1. Treat these meetings as you would any public meeting that would take place in a physical setting. The same respect and etiquette is expected from attendees as is from members of the boards and commissions.
2. Members of the public can participate in the meeting during the appropriate times when the member conducting the meeting opens a time for public comment.
3. Any comment made by the public must be made to the members of the board or commission and not to other members of the public.
4. Public comment may be limited to no more than three (3) minutes per person. If the comment goes over the three-minute time limit, the member of the public will be subject to be muted.
5. To make a comment: Click on the “Raise Hand” button. The Virtual Meeting Technology Operator will allow the member of the public talk if it is at an appropriate time.
6. At the start of your comment, please state your name and the city you live in.
7. After the comment is made, the Virtual Meeting Technology Operator will disable the public member’s ability to communicate with the board or commission members.



City Clerk-Treasurer  
CITY OF GOSHEN

202 South Fifth Street, Suite 2 • Goshen, IN 46528-3714

Phone (574) 533-8625 • Fax (574) 533-9740

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4 December 2020

**To:** Goshen Common Council

**From:** Adam Scharf, City Clerk-Treasurer

**Re:** 1<sup>st</sup> Reading of Ordinances 5066 and 5067 at Special Meeting

As you are aware, negotiations between representatives of the city administration and the labor unions representing many city employees extended late into the year.

Due to the way payroll schedule happens to align for 2020-2021, the first full work period that will be compensated according to 2021 rates actually begins on December 18, 2020. As such, there is very little time to update all provisions and rates of pay in the various payroll systems. As a practical matter those processes have had to begin already under the assumption that the terms of the agreements and ordinances would proceed as agreed and be approved by Council.

Prior to the Dec. 7<sup>th</sup> special meeting being scheduled, both Police and Fire Department compensation ordinances would have needed both readings to pass on December 15<sup>th</sup>. Given the large number of stakeholders and the level of detail in these ordinances it is prudent to give council members, union representatives, city administration and employees, and the general public the greatest opportunity to review and identify any errors, omissions or needed amendments. Hearing at least a first reading at this special meeting provides an opportunity to do that.

Thank you for your consideration.



## FOR IMMEDIATE RELEASE

### Contact

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## ELKHART, GOSHEN, NAPPANEE MAYORS SUPPORT NEW COUNTY HEALTH PROTOCOLS WITH ENFORCEMENT

GOSHEN, Ind. (Dec. 3, 2020)—The Mayors of Elkhart, Goshen and Nappanee will each bring a city ordinance to their councils that will support both the Elkhart County Commissioners' Restated Ordinance 2020-38, and the Elkhart County Health Department's new protocols to eliminate COVID-19 from our community.

Mayor Jeremy Stutsman, City Council Majority leader Brett Weddell and Council Minority leader Julia King have called a special meeting to take place Monday, Dec. 7. Elkhart and Nappanee City Councils also will meet on Monday to pass their respective ordinance in support of the countywide effort. The City ordinances will last for the duration of the public health orders.

The ordinances, which recognize and support the adoption of Elkhart County's Public Health Orders 05-2020 and 06-2020, as well as Restated County Ordinance 2020-38, authorize the mayors to designate enforcement teams to help implement the terms of the County ordinance within each city's boundaries.

On Tuesday, Dec. 1, the Elkhart County Commissioners passed Ordinance 2020-38, outlining a countywide incremental fine structure for businesses and individuals who violate the Health Department's new pandemic guidelines.

The purpose of the incremental fine structure is to help better educate the business owners and individuals about the ways in which they can contribute so that our communities can recover faster.

"We all want to emphasize that these measures have been put in place to cultivate an understanding of how this pandemic is affecting those who live in our county and the ways we can help get rid of the virus from our community," Elkhart Mayor Rod Roberson said. "Our focus is to be helpful and informative, not punitive."

The County Ordinance notes that businesses found to be in violation of the Health Orders will be given a written warning, along with informational resources to correct the issue. Elected officials hope that through this incremental fine structure, businesses and residents alike will learn more about how the pandemic has affected Elkhart County and surrounding areas.

"We are concerned for the safety and well-being of our residents, and so we've worked hard to find ways to slow the impact of the pandemic in our communities," Mayor Phil Jenkins said. "Our hope is the residents in our cities and towns will step up and take personal responsibility through their actions to help keep their families, friends and neighbors safe."

The new protocols are the product of a joint effort between all the city and county offices within Elkhart County.

"I am grateful for my colleagues and for the work we have achieved in the weeks leading to the county ordinance and these city ordinances," Mayor Stutsman said. "Our communities have come together as one voice, regardless of political affiliation, to help slow the spread of this pandemic."

DATE: November 13, 2020  
TO: Elkhart County Residents  
FROM: Elkhart County Elected Officials and Community Leaders  
SUBJECT: New Covid-19 Public Health Order

Dear Elkhart County Residents:

We are seeing a dramatic spike in new COVID-19 cases in Elkhart County and the rate of infection is growing exponentially. According to health officials, the total number of cases here has now reached 12,500, putting us near the top among all counties in the state. The spread of this virus has already meant the loss of 170 of our residents, and unfortunately this number will continue to rise. Our hospitals are struggling to treat the dramatic increase in new cases and we know that this situation will only worsen as many more patients seek emergency medical treatment in the weeks ahead. As we can all agree, the current trajectory we are on as a county is unacceptable.

As elected officials and community leaders, our number one priority is to protect the health and safety of our residents. Because of the current crisis, we have been working diligently to intensify our efforts to protect you and your family members from this highly contagious and very dangerous virus. As a result, we have urged the Elkhart County Health Department, headed up by Dr. Lydia Mertz and her staff, to issue a new Public Health Order designed to more significantly mitigate the spread of the virus. Although this order is still being developed, we wanted to provide some general information to the community about the measures that will be included.

This Public Health Order will focus on four community environments where transmission of the virus is most occurring. The order will include specific requirements for measures that must be implemented within these environments in order to control the spread of the virus. These specific areas are identified as:

1. Businesses and Entities
2. Restaurants, Bars, and Entertainment Venues
3. School Sponsored Events
4. Gatherings, Meetings, and Events

The new Public Health Order will provide clear direction on the protective measures that are to be implemented in each of these environments. Examples of protective measures include social distancing, face masks, sanitation, occupancy limits and other practices known to reduce transmission of the virus. The goal of the order will be to protect Elkhart County residents from infection and reduce the number of deaths in our county. It is important to note that we want to do this while keeping the economy open. This is a concern among all of us and we want to avoid the negative economic impact we experienced earlier this year when the economy was shut down under the Governor's Executive Order.

The Elkhart County Health Department is granted the authority by the State of Indiana to issue such public health orders to protect residents from the spread of communicable diseases, including the novel coronavirus (COVID-19). Local health departments are also given tools to enforce public health orders. These tools can include the imposition of fines and penalties for violations. While it is our hope and desire to seek voluntary compliance through education, the order will include the option of issuing fines and taking legal action where necessary. More details about this enforcement will accompany the new Public Health Order.

Given the urgency of the pandemic, the Health Department plans to have the Public Health Order issued no later than Friday, November 20th. Once the order is issued, restrictions will be reduced when there is clear evidence the transmission of the virus is being reduced. Several indicators will be used to monitor the spread of the virus, including:

1. Local hospitalization rates
2. Number of new weekly cases
3. Hospital Intensive Care Unit (ICU) capacity
4. Covid related deaths

We, the undersigned elected officials and community leaders, strongly support the work of the Elkhart County Health Department to develop and adopt a new Public Health Order that will help protect our residents from being infected by the coronavirus while also keeping our economy open. We are resolved to protect the health of all residents while maintaining the economic vitality of our community.

Elkhart County Commissioners and Mayors further pledge to work closely with the Health Department to enforce these new provisions in a reasonable manner.

Thank you for your cooperation!

Sincerely,

Commissioner Frank Lucchese

Commissioner Suzie Weirick

Commissioner Mike Yoder

Mayor Phil Jenkins

Mayor Rod Roberson

Mayor Jeremy Stutsman

**Public Safety:**

Kristofer Seymore, Elkhart Chief of Police

Jose Miller, Goshen Chief of Police

Steve Rulli, Nappanee Chief of Police

Jim Sumpter, EMS Director

Shaun Edgerton, Elkhart Fire Chief

Dan Sink, Goshen Fire Chief

Don Lehman, Nappanee Fire Chief

**Elkhart County Council**

Randy Yohn

Doug Graham

**Elkhart City Council**

H. Brent Curry

David E. Henke

Tonda Hines

Arvis Dawson

Aaron Mishler

Dwight Fish

Mary M. Olson

**Goshen City Council**

Megan Eichorn

Gilberto Perez Jr.

Brett Weddell

Julia King

Matt Schrock

**Nappanee City Council**

Denny Miller

Anna Huff

David Kauffman

## **Health Officials**

Randy Christoffel, CEO, Goshen Health      Dr. Dan Nafziger, Chief Medical Officer, Goshen Hospital  
Carl Risk, President, Elkhart General Hospital      Dr. Bache, Chief Medical Officer, Elkhart General Hospital

## **School Superintendents**

Jane Allen, Middlebury      Scot Croner, Wanee  
Bob Evans, Fairfield      Dan Fuston, Concord  
Steve Hope, Goshen      Byron Sanders, Baugo  
Steve Thalheimer, Elkhart

## **Towns**

Jeff Beachy, Bristol Town Council      Whitney Pierle, Bristol Town Council  
Floyd Lynch, Bristol Town Council      Cathy Burke, Bristol Town Council

## **Chambers of Commerce**

Nick Kieffer, Goshen      Levon Johnson, Elkhart  
Jeff Kitson, Nappanee

## **Business Leaders**

Bob Martin, President & CEO, THOR      Colleen Zuhl, SVP CFO, THOR  
Todd Woelfer, SVP General Counsel, THOR      Ken Julian, SVP Administration/HR, THOR  
Josef Hjelmaker, Chief Innovation Officer, THOR      Galen Miller, CEO, Miller Poultry  
Jan Farron, President, Babsco      Bill Rieth, President, United Way of Elkhart County

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CLERK ELKHART  
CIRCUIT COURT

## Elkhart County Health Department

### Public Health Order No. 06-2020

## Elkhart County COVID-19 Mitigation Directives

The outbreak of a new coronavirus continues to cause the disease called COVID-19. COVID-19 is having a direct impact on the health and safety of Elkhart County residents. Elkhart County is continuing its efforts to reduce its COVID-19 positivity rate and prevent an increased resurgence and spread of COVID-19. The State of Indiana, in Executive Order 20-48 (dated November 13, 2020), recognized that a county or other political subdivisions may need to impose its own requirements to address the specific COVID-19 needs of its community. Elkhart County has seen unprecedented levels of positive COVID-19 cases, record setting positivity rates, overburdened hospitals, and adversely impacted schools systems and businesses. In order to protect public health, restrictions must be established to help curb the spread of COVID-19 and protect our vulnerable populations.

With this understanding, I hereby Order the following, effective immediately. This Public Health Order No. 06-2020 is independent of the State of Indiana's Executive Orders.

### **I. Scope and Duration**

On November 19, 2020, at 12:01 a.m. all individuals, businesses, and entities in the County of Elkhart must adhere to the directives of this Public Health Order No. 06-2020. As of 11:59 PM on November 18, 2020, Public Health Order No. 03-2020 is hereby rescinded by the Elkhart County Local Health Officer. This Order will remain in effect until rescinded by the Elkhart County Local Health Officer. Prior to rescinding this Order, the Health Officer intends to examine the applicable COVID-19 data impacting Elkhart County and the surrounding areas and the status of alternative efforts to combat the spread of COVID-19. This Order is independent of and may continue beyond the current Indiana State Executive Orders addressing similar matters. To the extent a conflict exists between this Order and any other public health order issued by the Elkhart County Health Department, the provisions of this Order control. If any provision of this Order, or its application to any person or circumstance, is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or application of this Order, which can be given effect without the invalid provision or application. To achieve this purpose, the provisions of this Order are hereby declared severable.

### **II. Definitions**

A. **COVID-19 Response Plan** means the plan created and publicly posted by all business and entities to address measures to prevent the spread of COVID-19. All COVID-19 Response Plans must include the measures taken to provide Online and Remote Access to the public, outline all Sanitation Measures adopted by the business or entity, outline all Social



Distancing Measures adopted by the business or entity, outline the Staff and Volunteer Screening measures adopted by the business or entity, identify whether staff or volunteers may be working remotely, identify whether special business hours have been established for vulnerable populations, outline the face covering requirements for the business or entity, and identify all other efforts the business or entity is taking to prevent the spread of COVID-19.

B. **Face Covering** means a cloth, without holes, which covers the nose and mouth and is secured to the head with ties, straps, or loops over the ears or is simply wrapped around the lower face.

C. **Face Shield** means a mask, typically made of clear plastic, which covers the face from the forehead to the chin and goes around the sides to the front of the ears.

D. **Gathering or Meeting** means an event, assembly, or convening that brings together multiple people, individually or from separate households, in a single space indoors or outdoors, at the same time and in a coordinated fashion where a significant purpose is to interact with others — such as a wedding, family reunion, party, barbecue, picnic, club, banquet, or conference.

E. **Online and Remote Access** means establishing, when possible, a means by which members of the public may choose to participate in the services offered or purchase the goods offered by a business or entity online, with remote access, or by outside pick up services. Online and Remote Access includes posting online whether a facility is open, its current COVID-19 restrictions, how best to reach the facility, and how to obtain services or goods by phone or remotely.

F. **Sanitation Measures** includes washing hands with soap and water for at least twenty seconds as frequently as possible or using hand sanitizer, covering coughs or sneezes (into the sleeve or elbow, not hands), regularly cleaning high-touch surfaces, and not shaking hands or otherwise making physical contact. Sanitation Measures includes having hand sanitizer, and sanitizing products, readily available for employees and customers, frequently cleaning and disinfecting of work areas, and even more frequent cleaning of high-touch areas.

G. **Social Distancing Measures** means establishing a means to and maintaining at least six feet of distance from other individuals or, in the event six feet of distance is not possible, use of a physical barrier (e.g. plexiglass) to separate individuals or members of a single household from others. For purposes of this definition, Face Coverings and Face Shields do not qualify as a physical barrier. Social Distancing Measures includes designating with signage, tape or by other means, six feet of spacing for employees, customers, clients, or members to maintain appropriate distance.

H. **Special or Seasonal Event** means an assembly or convening of multiple people from separate households in a single space, indoors or outdoors, at the same time but where the main purpose is not necessarily for individuals to interact with others outside of one's household but to attend a single event and/or events of limited duration — such as weekly summer concerts or movies-in-the-park, fairs, festivals, carnivals, parades, graduation ceremonies, community holiday celebrations, conventions, fundraisers, sport or racing competitions, shows, special or seasonal markets, or other entertainment events.

I. **Staff and Volunteer Screening** means identifying and implementing measures to appropriately screen staff and volunteers for COVID-19 symptoms and address the appropriate quarantine procedures for close contacts of COVID-19 positive individuals.

### III. **Requirements for All Businesses and Entities in Elkhart County**

For purposes of this Order, except as outlined in Sections III.C and D below, all businesses and entities situated or operating in the County of Elkhart are covered by directives in this Order and include any for-profit, non-profit or educational entity, regardless of the nature of the service, the function it performs, or its corporate or entity structure.

So long as the requirements, restrictions, and prohibitions specified in this Order are complied with, businesses and other entities in the County of Elkhart are allowed to be open and operate.

Businesses and entities in the County of Elkhart include, but are not limited to, retail, restaurants, professional services, personal services, cultural and entertainment, public amusement, gyms, exercise and fitness centers, sports and athletic activities, outdoor activities, child care, day camps, adult care, education, health care providers and operations, financial and insurance, social services, charitable and religious, laundry, hotels and motels, manufacturing and production, trades, shipping and delivery, transportation, industrial, labor infrastructure, media, and governmental.

A. **Creation of Effective COVID-19 Response Plan.** All businesses and entities in the County of Elkhart will create or update their existing COVID-19 Response Plan to ensure compliance with this Order and ensure that the contents of the plan meet the definition of a COVID-19 Response Plan.

B. **Implementation of COVID-19 Response Plan.** All businesses and entities in the County of Elkhart must actively implement, maintain, and ensure compliance by staff, volunteers, and the public with:

- i. the Online and Remote Access options for the public outlined in their COVID-19 Response Plan;
- ii. the Sanitation Measures set forth in their COVID-19 Response Plan;
- iii. the Social Distancing Measures set forth in their COVID-19 Response Plan;
- iv. the Staff and Volunteer Screening measures set forth in their COVID-19 Response Plan;
- v. the face covering requirements provided by Public Health Order 05-2020 and, to the extent more restrictive, the face covering requirements in effect, at any given time, by the Governor's executive orders.

**C. Educational Institutions**

For all educational institutions serving any K-12 level grades that have submitted a COVID-19 reopening plan that has been reviewed by the Elkhart County Health Department without objection, such educational institutions will be considered in compliance, during regular school hours or while engaged in education setting purposes or transportation of students, with the requirements in Section III.A and B above if they comply with the procedures outlined in their respective COVID-19 reopening plan or, if stricter, the requirements set forth in any current Executive Orders issued by Governor Holcomb. Apart from regular school hours and the education setting (i.e. extracurricular activities), all educational intuitions serving any K-12 level grades must follow the procedures set forth in Section V below.

**D. Personal Services and Health Care Providers**

Personal service businesses, including spas, salons, barber shops, tattoo parlors, massage parlors, dental offices, medical offices, chiropractic care, and similar facilities must meet all of the requirements set forth in Section III.A and B above except that:

1. a business employee and a customer may be within six feet of each other and make physical contact only for the period of time necessary and to the extent necessary for the specific services to be provided; and
2. the customer may remove their face covering only for the period of time necessary and to the extent necessary for the specific services to be provided.

**E. Inspection and Enforcement for Business and Entity Requirements.** The Elkhart County Health Department, or its designated agents, may conduct inspections of business and entities to ensure proper compliance with the directive identified in Section III of this Order. The Elkhart County Health Department, or its designated agents, may initiate enforcement actions, in

accordance with the incremental steps set forth in Section VII of this Order, against businesses or entities failing to comply with the restrictions and directives set forth in this Order.

#### **IV. Additional Clarification for Restaurants, Bars, Entertainment Venues, and Other Establishments Providing In-Person Food and Drink Service**

Restaurants, bars, taverns, nightclubs, entertainment venues, and other establishments providing in-person food or drink service must adhere to all of the directives set forth in Section III.A and B. As a part of these requirements, such businesses and entities must ensure that:

1. all patrons remain seated while consuming food or drink or when otherwise remaining on the premises;
2. ensure face coverings are worn, as required by Public Health Order 05-2020, by all persons at all times except while consuming food or drink, or when seated to eat or drink; and
3. ensure that the arrangement of all tables and chairs set up for individuals, households, or parties are separated by physical barriers or achieve and maintain six feet of separation between the different individuals, households, or parties.

#### **V. School Sponsored Events, Extracurricular Activities, and Co-Curricular Activities**

All educational institutions serving any K-12 level grades must ensure that all extracurricular and co-curricular activities and school sponsored events occurring in Elkhart County comply with whichever of the following is most restrictive:

1. the restrictions and directives set forth in Governor Holcomb's Executive Order 20-48 or such future Executive Order issued by Governor Holcomb and in effect at the time; or
2. attendance at such activities and events is limited to the lesser of (1) the maximum number permitted to ensure all guest attendees from separate households can achieve and maintain six feet of separation during the entire activity or event, (2) 25% of the maximum capacity for the facility space being utilized, or (3) participants, support personnel, and a maximum of 4 guest attendees per participant.

All educational institutions serving any K-12 level grades must also ensure that all activities and events comply with their COVID-19 reopening plan reviewed by the Elkhart County Health Department without objection.

#### **VI. Gatherings, Meetings, and Special or Seasonal Events**

Except to the extent that greater restrictions are in place under Governor Holcomb's Executive Order 20-48 or such future Executive Order issued by Governor Holcomb and in effect at the time, the following directives apply:

**A. Gatherings and Meetings**

All public and private Gatherings or Meetings (outside a single household, living unit, or religious service), whether familial, social, governmental, philanthropic, or otherwise, may have up to 25 people provided Social Distancing Measures can be achieved and maintained, Sanitation Measures are implemented at the site where the Gathering or Meeting occurs, and the requirements of Public Health Order No. 05-2020 can be achieved and maintained. A host of the Gathering or Meeting is encouraged to ensure a health screening process for attendees is instituted.

Gatherings or Meetings scheduled to occur on or after November 22, 2020, and where the total attendance is expected to exceed 25 people for the Gathering or Meeting, must have a COVID-19 Safety Plan ("Plan") approved by the Elkhart County Health Department before proceeding. Every Plan submitted to the Elkhart County Health Department must be submitted by completing the COVID-19 Safety Plan Review Request ("Review Request") form located at [www.elkhartcountyhealth.org](http://www.elkhartcountyhealth.org), as amended from time to time. Every Plan must be organized in the format set forth in the Review Request and contain all of the information identified in the Review Request, including compliance with Social Distancing Measures and Sanitation Measures.

**B. Special or Seasonal Events**

All Special or Seasonal Events may have up to 25 people provided Social Distancing Measures can be achieved and maintained, Sanitation Measures are implemented at the site where the Special or Seasonal Event occurs, and the requirements of Public Health Order No. 05-2020 can be achieved and maintained. A host of the Special or Seasonal Event is encouraged to ensure a health screening process for attendees is instituted.

All Special or Seasonal Events scheduled to occur on or after November 22, 2020, with a total attendance that is expected to exceed 25 people for Special or Seasonal Events, must have a Plan approved by the Elkhart County Health Department before proceeding. Every Plan submitted to the Elkhart County Health Department must be submitted by completing the Review Request form located at [www.elkhartcountyhealth.org](http://www.elkhartcountyhealth.org), as amended from time to time. Every Plan must be organized in the format set forth in the Review Request and contain all of the information identified in the Review Request, including compliance with Social Distancing Measures and Sanitation Measures.

**C. Plan Submission Timeline**

For Gatherings or Meetings or Special or Seasonal Events scheduled to occur between November 22, 2020, and November 24, 2020, that have already submitted a Plan to the Elkhart County Health Department or now need to submit a Plan, the person(s) in charge of the Gathering or Meeting or Special or Seasonal Event will need to complete a Review Request and provide any

additional information to supplement the Plan required by the Elkhart County Health Department as soon practicable, but at least 72 hours in advance of the event, when possible.

For Gatherings or Meetings or Special or Seasonal Events scheduled to occur between November 25, 2020, and December 10, 2020, that have not already submitted a Plan to the Elkhart County Health Department, a Review Request and final approvable Plan must be submitted as soon as practicable but at least 7 days in advance of the Gathering or Meeting or Special or Seasonal Event.

For Gatherings or Meetings or Special or Seasonal Events scheduled to occur between December 11, 2020, and December 18, 2020, that have not already submitted a Plan to the Elkhart County Health Department, a Review Request and final approvable Plan must be submitted as soon as practicable but at least 14 days in advance of the Gathering or Meeting or Special or Seasonal Event.

For Gatherings or Meetings or Special or Seasonal Events scheduled to occur on or after December 18, 2020, a Review Request and Plan must be submitted at least 21 calendar days in advance of the Gathering or Meeting or Special or Seasonal Event. If the Elkhart County Health Department requires modification to the Plan, then the final Review Request and final approvable Plan, incorporating all modifications required by the Elkhart County Health Department, must be submitted at least 10 calendar days in advance of the Gathering or Meeting or Special or Seasonal Event.

For clarity, the timelines set forth above are currently more restrictive than those set forth in Governor Holcomb's Executive Order 20-48, regardless of color designation, and thus must be followed.

**D. Violations of this Section V of Public Health Order 06-2020**

Each of the following constitutes a violation of Section V of this Public Health Order 06-2020:

1. hosting a Gathering or Meeting or Special or Seasonal Event in violation of a current Executive Order issued by Governor Holcomb;
2. engaging in a Gathering or Meeting or Special or Seasonal Event that does not meet the requirements of this Order;
3. hosting or otherwise operating a Gathering or Meeting or Special or Seasonal Event with over 25 people without submitting a Review Request and Plan to the Elkhart County Health Department;
4. hosting or otherwise operating a Gathering or Meeting or Special or Seasonal Event after the Elkhart County Health Department has denied your Plan; or

5. hosting or otherwise operating a Gathering or Meeting or Special or Seasonal Event that does not comply with the steps and procedures outlined in a Plan approved by the Elkhart County Health Department.

Each separate improper or noncompliant action will constitute a separate and distinct violation. For example, each instance where (1) a step or procedure of an approved Plan is not complied with or (2) a social distancing requirement, sanitation measure, or Public Health Order No. 05-2020 requirement is not complied with will constitute a separate violation. The Elkhart County Health Department or its designated agents may perform random visits at Gatherings and Meetings and Special or Seasonal Events to ensure compliance. Upon identifying a violation, the prior approval of a Plan may be immediately revoked requiring a Gathering and Meeting or Special or Seasonal Event to immediately stop. The Elkhart County Health Department, or its designated agents, may initiate additional enforcement actions, in accordance with the incremental steps set forth in Section VII of this Order, against business or entities failing to comply with the restrictions and directives set forth in this Order.

## **VII. Intent and Incremental Enforcement Steps**

The intent of this Order is to mandate that all people in Elkhart County, whether engaged in work activities, social activities, or everyday activities follow the directives outlined herein, to prevent the spread of COVID-19. This Order is necessary to slow the spread of COVID-19 throughout Elkhart County and protect public health.

To ensure compliance with this Order, the Elkhart County Health Department, or its designated agents, may conduct inspections of business and entities. The Elkhart County Health Department, or its designated agents, may initiate enforcement actions, in accordance with the incremental steps set forth below, against business or entities failing to comply with the directives set forth in this Order.

Upon identifying a violation, the enforcement representative will follow the following incremental enforcement steps:

1. unless one has already been issued by a law enforcement officer pursuant to a separate order or ordinance, issue a written warning outlining the type of noncompliance and providing action steps to come into compliance;
2. if noncompliance persists following the written warning, issue a citation of noncompliance and order the business to take action steps to obtain compliance;
3. if a business entity continues noncompliance despite the compliance order, the Health Officer may pursue either or both of the following courses of action:
  - a. issue an order to close the business entity;
  - b. refer the matter to legal counsel to enforce the citation and order in a circuit or superior court under Indiana Code § 16-20-1-26, with such penalties including, but not limited to, suspension or revocation of a license; appropriate remedial actions; vacation of a property; inspections; penalties up to \$2,500.00 per violation, with

each noncompliant action constituting a separate and distinct violation; entering a judgment; and imposing court costs and fees.

Signed and issued November 18, 2020, in Elkhart County, Indiana.

*Lydia Mertz, MD*

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Dr. Lydia Mertz, Elkhart County  
Local Health Officer



RESTATED ORDINANCE NO. 2020-38

AN ORDINANCE TO ESTABLISH INCREMENTAL CIVIL FINES  
FOR VIOLATIONS OF THE COVID-19 MITIGATION DIRECTIVES

WHEREAS Indiana Code § 36-1-3-1 et seq. permits any unit in the State of Indiana to exercise any power or to perform any function necessary to the public interest in the context of its governmental or internal affairs, which is not prohibited by the Constitution of the United States or of the State of Indiana, or denied or pre-empted by any other law, or is not expressly granted by any other law to another governmental entity;

WHEREAS Indiana Code § 36-8-2-1 et seq. permits for the preservation of public safety and health, among other things, any unit in the State of Indiana to (1) regulate use of property to protect public health; (2) impose restrictions upon persons that might cause others to contract diseases; (3) regulate public gatherings; and (4) regulate the operations of businesses and entities;

WHEREAS the Elkhart County Commissioners joined city mayors, local government council members, superintendents, public safety officials, health officials, chambers of commerce, and business leaders by executing a letter dated November 13, 2020, to all Elkhart County residents declaring their support for additional mitigation directives to be issued by the Elkhart County Health Officer and pledging — along with the Mayors — to enforce the new directives in a reasonable manner;

WHEREAS the Elkhart County Health Officer issued Public Health Order 05-2020 and 06-2020 effective November 19, 2020, to address the urgent necessity for action to combat the spread of COVID-19;

NOW, THEREFORE, BE IT ORDERED, ESTABLISHED, AND ORDAINED by the Board of Commissioners of the County of Elkhart as follows:

1. Incorporation of COVID-19 Mitigation Directives. The directives set forth in Section III, IV, V, and VI of Public Health Order 06-2020, as amended, are incorporated herein as if fully set forth in this Section 1 of this Ordinance.
2. Geographical Territory Governed by this Ordinance. Pursuant to Indiana Code § 36-1-3-9 — providing countywide territorial jurisdiction — this Ordinance applies to all businesses and

entities located inside the boundaries of Elkhart County and applies equally to the incorporated and unincorporated parts of Elkhart County.

3. Enforcement Authorization for County Officials. The Elkhart County Health Department, Health Officer, Emergency Management Director, or a group designated by the Health Officer or Emergency Management Director may enforce the terms and provisions of this Ordinance in accordance with Indiana law.

4. Enforcement Authorization for Municipalities. All cities and towns within the boundaries of Elkhart County may select or otherwise designate a group within the city or town to enforce, in accordance with Indiana law, the terms and provisions of this Ordinance within the geographical boundaries of their respective city or town.

5. Incremental Enforcement Procedures. To the extent an individual authorized to enforce this Ordinance initiates enforcement measures, they must comply with the following incremental enforcement steps:

a. **First Violation:** Issue a written warning — to educate and encourage — by completing the COVID-19 Inspection Assessment attached hereto as Exhibit 1 and providing, to the inspected business or entity, a copy, showing any noncompliance and required action steps for compliance.

b. **Second Violation.** Complete another COVID-19 Inspection Assessment and provide a copy, showing any areas of compliance and noncompliance, to the inspected business or entity. If areas of non-compliance remain, issue a civil citation by completing the Citation Order attached hereto as Exhibit 2 and provide the inspected business or entity with a copy showing the civil fine issued as a result of the violation(s). The civil fine will be subject to the following schedule with the total amount owed for this second violation not to exceed \$2,500.00:

- |      |   |          |
|------|---|----------|
| i.   | Failure to post the Face Covering Sign at every entrance: | \$ 50.00 |
| ii.  | Failure to create a COVID-19 Response Plan:               | \$100.00 |
| iii. | Failure to maintain Sanitation Measures:                  | \$250.00 |
| iv.  | Failure to maintain Social Distancing Measures:           | \$250.00 |
| v.   | Failure to implement Staff and Volunteer Screening:       | \$250.00 |

- vi. Failure to ensure compliance with the Face Covering Directive: \$250.00
- vii. Conducting or hosting an unauthorized Gathering or Meeting or Special or Seasonal Event (e.g. too many attendees without an approved COVID-19 Safety Plan; continuing with a denied/revoked COVID-19 Safety Plan): \$250.00
- viii. Other violations of Public Health Order 06-2020: \$250.00

c. **Third Violation and Subsequent Violations.** Complete another COVID-19 Inspection Assessment and provide a copy, showing any areas of compliance and noncompliance, to the inspected business or entity. If areas of non-compliance remain, issue a civil citation by completing the Citation Order attached hereto as Exhibit 2 and provide the inspected business or entity with a copy showing the civil fine issued as a result of the violation(s). The civil fine will be subject to the following schedule with the total amount owed for this second violation not to exceed \$5,000.00:

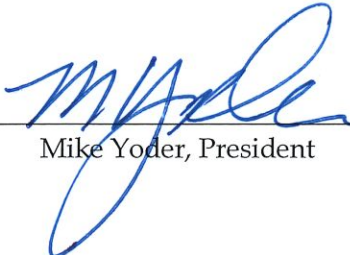
- i. Failure to post the Face Covering Sign at every entrance: \$100.00
- ii. Failure to create a COVID-19 Response Plan: \$200.00
- iii. Failure to maintain Sanitation Measures: \$500.00
- iv. Failure to maintain Social Distancing Measures: \$500.00
- v. Failure to implement Staff and Volunteer Screening: \$500.00
- vi. Failure to ensure compliance with the Face Covering Directive: \$500.00
- vii. Conducting or hosting an unauthorized Gathering or Meeting or Special or Seasonal Event (e.g. too many attendees without an approved COVID-19 Safety Plan; continuing with a denied/revoked COVID-19 Safety Plan): \$500.00
- viii. Other violations of Public Health Order 06-2020: \$500.00

Every individual performing an inspection must retain a copy of the completed COVID-19 Inspection Assessment and any Citation Order for the period of time required by Indiana law. Each day a violation continues constitutes a new and separate violation.

6. Additional Remedies. The penalties outlined by this Ordinance are in addition to, and not to the exclusion of, all other remedial measures available to those individuals or units pursuing enforcement of this Ordinance. For example, the Health Officer may pursue additional relief as outlined in Section VII of Public Health Order 06-2020.

7. Scope and Duration. This Ordinance will take effect on December 17, 2020, a day following publication of the adopted Ordinance for two consecutive weeks. This Ordinance will remain in full force and effect until (1) it is rescinded by the Board of Commissioner of Elkhart County or (2) Public Health Order 06-2020 is rescinded by the Elkhart County Health Officer. Prior to rescinding this Ordinance, the Commissioners intend to examine the applicable COVID-19 data impacting Elkhart County and the surrounding areas and the status of alternative efforts to combat the spread of COVID-19. This Order is independent of and may continue beyond the current Indiana State Executive Orders addressing similar matters. If any provision of this Ordinance, or its application to any person or circumstance, is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or application of this Ordinance, which can be given effect without the invalid provision or application. To achieve this purpose, the provisions of this Ordinance are hereby declared severable.

ORDAINED AND ADOPTED December 1, 2020.

By:   
Mike Yoder, President

ATTEST:  
  
Patricia A. Pickens, Elkhart County Auditor

EXHIBIT 1

**COVID-19 Inspection Assessment  
Enforcement of the COVID-19 Mitigation Directives**

Entity performing the inspection: \_\_\_\_\_ Date of inspection: \_\_\_\_\_  
 Individual performing inspection: \_\_\_\_\_ Time of inspection: \_\_\_\_\_  
 Entity being inspected: \_\_\_\_\_ Person in charge: \_\_\_\_\_  
 Address of inspected site : \_\_\_\_\_  
 This is the  first inspection,  second inspection,  third inspection,  fourth inspection,  other \_\_\_\_\_.

Directive:	Compliance?	Action(s) required for compliance:
Face covering sign posted at every entrance	<input type="checkbox"/> Yes <input type="checkbox"/> No	
COVID-19 Response Plan has been created (retain a copy)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Sanitation Measures properly implemented and maintained	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Social Distancing Measures properly implemented and maintained	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Staff and Volunteer Screening measures were created and properly implemented	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Face Covering Directive is implemented, maintained, and complied with by all staff, volunteers, and the public	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Complete the following additional information if the inspection involved a Gathering or Meeting (outside of a single household, living unit, or religious service) or a Special or Seasonal Event:

A final COVID-19 Safety Plan was  approved by,  denied by, or  not submitted to the Health Department.  
 Did more than 25 people attend?  Yes  No

**Action required for compliance:**

**Other notes:**

I acknowledge that I have completed the above COVID-19 Inspection Assessment after reviewing all matters identified above.

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

EXHIBIT 2

**Uniform Civil Citation Order – Violation Notice  
Enforcement of the COVID-19 Mitigation Directives**

Entity issuing the citation: \_\_\_\_\_ Date of citation: \_\_\_\_\_  
 Individual issuing citation: \_\_\_\_\_ Time of citation: \_\_\_\_\_  
 Entity being cited: \_\_\_\_\_ Person in charge: \_\_\_\_\_  
 Address of cited site: \_\_\_\_\_

On \_\_\_\_\_, the cited entity received a written warning with action required for compliance upon receipt of a completed COVID-19 Inspection Assessment outlining its first violation of the COVID-19 Mitigation Directives outlined in Elkhart County Public Health Order 06-2020.

This is the  second violation,  third violation,  fourth violation,  fifth violation,  other \_\_\_\_\_.

Citation	Violation of COVID-19 Mitigation Directive:	Fine Amount:
<input type="checkbox"/> Yes <input type="checkbox"/> No	Failure to post the Face Covering Sign at every entrance	<input type="checkbox"/> \$ 50.00 <input type="checkbox"/> \$ 100.00
<input type="checkbox"/> Yes <input type="checkbox"/> No	Failure to create a COVID-19 Response Plan	<input type="checkbox"/> \$ 100.00 <input type="checkbox"/> \$ 200.00
<input type="checkbox"/> Yes <input type="checkbox"/> No	Failure to properly implement or maintain Sanitation Measures	<input type="checkbox"/> \$ 250.00 <input type="checkbox"/> \$ 500.00
<input type="checkbox"/> Yes <input type="checkbox"/> No	Failure to properly implement or maintain Social Distancing Measures	<input type="checkbox"/> \$ 250.00 <input type="checkbox"/> \$ 500.00
<input type="checkbox"/> Yes <input type="checkbox"/> No	Failure to create and properly implement Staff and Volunteer Screening measures	<input type="checkbox"/> \$ 250.00 <input type="checkbox"/> \$ 500.00
<input type="checkbox"/> Yes <input type="checkbox"/> No	Failure to implement, maintain, and ensure compliance by all staff, volunteers, and the public with the Face Covering Directive	<input type="checkbox"/> \$ 250.00 <input type="checkbox"/> \$ 500.00
<input type="checkbox"/> Yes <input type="checkbox"/> No	Conducting or hosting an unauthorized Gathering or Meeting or Special or Seasonal Event (e.g. too many attendees without an approved COVID-19 Safety Plan continuing with a denied/revoked COVID-19 Safety Plan)	<input type="checkbox"/> \$ 250.00 <input type="checkbox"/> \$ 500.00
<input type="checkbox"/> Yes <input type="checkbox"/> No	Other violations of Public Health Order 06-2020 Mitigation Directives: _____ _____ _____	<input type="checkbox"/> \$ 250.00 <input type="checkbox"/> \$ 500.00

All fines assessed in this Citation Order are due within 14 days. Failure to settle this Citation Order will result in the account becoming delinquent. Mail payments to: \_\_\_\_\_  
 \_\_\_\_\_ . Enclose this Citation Order with your payment.

I acknowledge that I have completed the above COVID-19 Inspection Assessment after reviewing all matters identified above.

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

## **ORDINANCE 5073**

### **ESTABLISH INCREMENTAL CIVIL FINES FOR VIOLATIONS OF THE COVID-19 MITIGATION DIRECTIVES**

WHEREAS Indiana Code §36-1-3-1 *et seq.* permits any unit of the State of Indiana to exercise any power or to perform any function necessary to the public interest in the context of its governmental or internal affairs, which is not prohibited by the Constitution of the United States or of the State of Indiana, or denied or pre-empted by any other law, or is not expressly granted by any other law to another governmental entity; and

WHEREAS Indiana Code §36-8-2-1 *et seq.* permits for the preservation of public safety and health, among other things, any unit in the State of Indiana to (1) regulate use of property to protect public health; (2) impose restrictions upon persons that might cause others to contract diseases; (3) regulate public gatherings; and (4) regulate the operations of businesses and entities; and

WHEREAS in a recent sign of solidarity among many members of the many communities comprising Elkhart County, including representatives from the leadership of county government, municipal government, business, commerce, education, healthcare, law enforcement, public health and public safety, the collective community leadership joined in the public statement dated November 13, 2020, addressed to all Elkhart County residents declaring their support for additional mitigation directives to be issued by the Elkhart County Health Officer and pledging a commitment to enforce the new directives in a reasonable, appropriate and measured manner; and

WHEREAS under her clear authority and responsibility described in Indiana Code 16-20-1, the Elkhart County Health Officer issued Public Health Order 05-2020 and 06-2020, effective November 19, 2020, to address the urgent necessity for action to combat the spread of COVID-19; and

WHEREAS, the Elkhart County Commissioners enacted an “Ordinance to Establish Incremental Civil Fines for Violations of the COVID19 Mitigation Directives” under Restated Ordinance No. 2020-38, adopted and ordained by Elkhart County on December 1, 2020; and

WHEREAS, said Elkhart County Restated Ordinance No. 2020-38, incorporates and codifies as law, the mitigation directives set forth under Section III, IV, V and VI of Public Health Order 06-2020, as amended; and

WHEREAS, Elkhart County Restated Ordinance No. 2020-38, was drafted in consultation and coordination with the mayors of Elkhart, Goshen and Nappanee, together with their legal advisors, in a continuation of the concerted effort to encourage and, if necessary, enforce compliance with the mitigation directives of Public Health Order 2020-06 in a consistent and unified manner across the incorporated and unincorporated communities of Elkhart County; and

WHEREAS, Elkhart County Restated Ordinance No. 2020-38, establishes a detailed mechanism for incremental enforcement and the incremental imposition of remedial measures to encourage and induce compliance with the specified mitigation directives of Public Health Order 06-2020, as amended; and

WHEREAS, paragraph 4, of Elkhart County Restated Ordinance No. 2020-38, authorizes “all cities and towns within the boundaries of Elkhart County ... to enforce in accordance with Indiana law, the terms and provisions of [the] Ordinance within the geographical boundaries of their respective city or town.”

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

1. Incorporation of COVID-19 Mitigation Directives. Public Health Order 06-2020 of the Elkhart County Health Officer, is attached hereto as Exhibit A, and the directives set forth



in Sections III, IV, V, and VI of Public Health Order 06-2020, as the same may be amended, are incorporated herein as if fully set forth.

2. Incorporation of Elkhart County Restated Ordinance No. 2020-38. Elkhart County Restated Ordinance No. 2020-38 is attached as Exhibit B and such provisions as are referenced herein as provisions of this Ordinance of the City of Goshen Common Council, are incorporated herein as if fully set forth.

3. Enforcement within the City of Goshen, Indiana. Under the authority described in paragraph 4 of Elkhart County Restated Ordinance No. 2020-38, the Mayor of the City of Goshen shall designate appropriate personnel of the City of Goshen to enforce, in accordance with Indiana law, the terms and provisions of this Ordinance.

4. Incremental Enforcement Procedures. The enforcement of this Ordinance shall be conducted in the manner and form set forth in paragraph 5 of the Elkhart County Restated Ordinance No. 2020-38, as ordained and adopted on December 1, 2020.

5. Additional Remedies. The remedies outlined in this Ordinance are in addition to, and not to the exclusion of, all other enforcement measures available to any other authority of the state or county. For example, the Health Officer may pursue additional relief as outlined in Section VII of Public Health Order 06-2020.

6. Urgent Necessity. This Ordinance is adopted out of the urgent necessity to mitigate the spread of COVID-19, reduce the rate of infection, decrease the number of hospitalizations for treatment of COVID-19 disease and reduce the increasing number of COVID-19 related deaths.

7. Immediate Effectiveness. Pursuant to Indiana Code §36-4-6-14(b)(2), this Ordinance shall be immediately effective upon passage and execution by the Mayor of the City of Goshen, whose approval shall be given, if given, as a proclamation of urgent necessity, and the

posting of this of this Ordinance in three (3) public places in each of the districts from which the members of this Common Council are elected.

8. Duration. This Ordinance will remain in full force and effect until (1) it is rescinded by the Common Council of the City of Goshen or (2) Public Health Order 06-2020 is rescinded by the Elkhart County Health Officer. Prior to rescinding this Ordinance, this Council intends to examine the applicable COVID-19 data impacting Elkhart County, in particular the City of Goshen, and the surrounding areas and the status of alternative efforts to combat the spread of COVID-19. This Order is independent of and may continue beyond the current Indiana State Executive Orders addressing similar matters. If any provision of this Ordinance, or its application to any person or circumstance, is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or application of this Ordinance, which can be given effect without the invalid provision or application. To achieve this purpose, the provisions of this Ordinance are hereby declared severable.

ADOPTED AND ORDAINED this \_\_\_\_\_ day of December, 2020.

\_\_\_\_\_  
Jeremy P. Stutsman, Presiding Officer

ATTEST:

\_\_\_\_\_  
Adam C. Scharf, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on December \_\_\_\_\_, 2020, at \_\_\_\_\_  
a.m./p.m.

\_\_\_\_\_  
Adam C. Scharf, Clerk-Treasurer

APPROVED and ADOPTED on December \_\_\_\_\_, 2020.

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Jeremy P. Stutsman, Mayor



## CITY OF GOSHEN LEGAL DEPARTMENT

City Annex  
204 East Jefferson Street, Suite 2  
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

December 7, 2020

**To:** City of Goshen Common Council  
**From:** Bodie J. Stegelmann  
**Subject:** Compensation for Fire Department Employees

Following is a summary of the changes from the 2020 Ordinance to the proposed 2021 Ordinance:

Wages – The base salaries are increased 2%.

Health Insurance – The city will continue to pay eighty percent (80%) (Three Hundred Forty-seven and 09/100 Dollars (\$347.09)) and the employee will pay twenty percent (20%) (Eighty-six and 77/100 Dollars (\$86.77)), except the employee's share of cost of the health insurance premium will not exceed nine and one-half percent (9.5%) of the employee's annual household income.

Annual Longevity Increase in Pay –

What was previously referred to as increment pay has been changed to an annual longevity increase in pay. Members still receive \$200 per year of service up to a maximum of \$3,400.

A new benefit is a one-time longevity increase in pay to be paid to a member within 30 days of the member's 20<sup>th</sup> anniversary date of employment with the department. The amount of this payment is equal to 15% of the current year's pay to a Private.

Vacation --

Employees shall accrue vacation leave based on the following schedule:

- Up to eight (8) years of service, the employee shall accrue twelve (12) hours of vacation leave per month up to one hundred forty-four (144) hours vacation leave.
- Upon completion of eight (8) years of service, but less than fifteen (15) years of service, the employee shall accrue eighteen (18) hours of vacation leave per month up to two hundred sixteen (216) hours vacation leave.
- Upon completion of fifteen (15) years of service, the employee shall accrue twenty-four (24) hours of vacation leave per month up to two hundred eighty-eight (288) hours vacation leave.

Employees previously did not accrue vacation leave until their first anniversary date, and the leave was accrued on an annual basis rather than monthly basis.

Uniform Allowance – Uniform allowance increased to \$600 annually (previously \$400 annually).

# ORDINANCE 5066

## 2021 Compensation for Fire Department Employees

BE IT ORDAINED, pursuant to Indiana Code § 36-8-3-3(d), the Goshen Common Council approves the 2021 maximum compensation, including wages and benefits, for Goshen Fire Department employees as follows:

### **SECTION 1 Application of Ordinance**

- (A) All positions covered by this ordinance are considered full-time positions.
- (B) For the purposes of this ordinance, when reference is made to “non-bargaining unit employees”, “non-bargaining unit positions”, or a category of employees that are not covered by the collective bargaining agreement, this reference shall apply to employees in the following positions:
  - (1) Fire Chief,
  - (2) Assistant Fire Chief,
  - (3) Certified Chief Inspector,
  - (4) Chief Inspector,
  - (5) Inspector I,
  - (6) Inspector II, and
  - (7) Battalion Chief.
- (C) For the purposes of this ordinance, when reference is made to “bargaining unit employees”, “bargaining unit positions”, or a category of employees that are covered by the collective bargaining agreement, this reference shall apply to employees in the following positions:
  - (1) Captain,
  - (2) Ambulance Captain,
  - (3) Lieutenant,
  - (4) Ambulance Lieutenant,
  - (5) Sergeant,
  - (6) Private, and
  - (7) Probationary Private.
- (D) This ordinance does not apply to compensation paid to any civilian employee positions not listed in paragraph (B), and the Civilian Fire Chief position. All said positions are covered by the ordinance fixing the compensation for the Civil City employees.

### **SECTION 2 Conflicting Provisions**

Should the terms of the collective bargaining agreement between the City of Goshen and the Goshen Firefighters Association Local No. 1443, International Association of Firefighters, be more favorable than

the provisions of this ordinance, then the bargaining unit employees shall be compensated in accordance with the terms of the collective bargaining agreement.

### **SECTION 3 Wages**

- (A) Exhibit A, 2021 Base Wages, sets forth the maximum base wages for all employees. The executive shall set the compensation for all employees within the maximum amounts established by this ordinance and, for those bargaining unit employees, in accordance with the amounts established by the collective bargaining agreement.
- (B) The Fire Chief and Assistant Fire Chief positions shall be compensated on a salary basis.
- (C) The Certified Chief Inspector, Chief Inspector, Inspector I, and Inspector II positions shall be compensated for all hours worked in a seven-day work period in accordance with the Fair Labor Standards Act.
- (D) The Battalion Chief position shall be compensated for all hours worked in a work period consistent with the terms of the collective bargaining agreement for bargaining unit positions.
- (E) This subsection applies to the Battalion Chief position and each employee in a bargaining unit position.
  - (1) Except as provided by subsection (E)(2), for the purposes of calculating overtime compensation, the employee shall be compensated:
    - (i) One-half ( $\frac{1}{2}$ ) the applicable hourly rate for hours worked in excess of two hundred four (204) hours to two hundred sixteen (216) hours in any work period. The applicable hourly rate shall be the annual base salary plus applicable fringes divided by two thousand seven hundred fifty-six (2,756) hours.
    - (ii) Two (2) times the base hourly rate for hours worked in excess of two hundred sixteen (216) hours in any work period. The base hourly rate shall be the annual base salary divided by two thousand nine hundred twelve (2,912) hours.
  - (2) If an employee in a bargaining unit position is attending mandated paramedic training to obtain the initial paramedic license, the employee shall be compensated one and one-half ( $1\frac{1}{2}$ ) times the employee's hourly rate for hours worked in excess of two hundred sixteen (216) hours in any work period for the purpose of attending mandated paramedic training. The applicable hourly rate shall be the annual base salary plus applicable fringes divided by two thousand seven hundred fifty-six (2,756) hours.
  - (3) An employee called in to work overtime shall be guaranteed a minimum of two (2) hours pay at the employee's overtime rate.
  - (4) In lieu of cash payment for overtime compensation,
    - (i) City may elect to provide employees compensatory time at the rate of two (2) hours compensatory time off for each hour of overtime worked, up to a maximum of four hundred eighty (480) hours of compensatory time.
    - (ii) An employee may elect to receive member elected compensatory time (MECT) at the rate of two (2) hours compensatory time off for each hour of overtime worked, up to a maximum of forty-eight (48) hours. Unused MECT shall be paid at the base hourly rate applicable in the year in which the MECT hours were worked.
- (F) Except for the payment of unused MECT under subsection (E)(4)(ii), upon leaving city employment, an employee will be compensated for all unused compensatory time based on the higher rate of:

- (1) The average regular rate received by the employee during the last three (3) years of employment with the city; or
- (2) The final regular rate received by the employee.

**SECTION 4 Payment of Wages**

- (A) The city shall issue paychecks, at minimum, on a bi-weekly basis.
- (B) Paychecks issued in 2021 will have gross wages calculated using the 2021 wage rates even if a portion of the pay period falls in 2020.

**SECTION 5 Firefighters' Pension and Disability Fund**

Each employee is eligible to participate in the 1977 Police Officers' and Firefighters' Pension and Disability Fund. The city shall pay the employer's percentage contribution to the pension plan as required by Indiana Code § 36-8-8-6, and the city will pay one percent (1%) of the employee's contribution to the pension plan to the extent the contribution is required by Indiana Code § 36-8-8-8.

**SECTION 6 Health Insurance**

Each employee must enroll in the city's group health insurance plan. The city shall pay eighty percent (80%) (Three Hundred Forty-seven and 09/100 Dollars (\$347.09)) and the employee shall pay twenty percent (20%) (Eighty-six and 77/100 Dollars (\$86.77)), except the employee's share of cost of the health insurance premium will not exceed nine and one-half percent (9.5%) of the employee's annual household income.

**SECTION 7 Vacation Leave**

- (A) This subsection applies to the Fire Chief, Assistant Fire Chief, Certified Chief Inspector, Chief Inspector, Inspector I, and Inspector II positions.
  - (1) Each employee shall receive vacation leave beginning on the employee's first anniversary date of employment with the Fire Department and each subsequent anniversary date as follows, unless a higher amount is established by an agreement at the time the employee is hired:
    - (i) One (1) year through seven (7) full years of service, the employee shall receive one hundred twelve (112) hours vacation leave.
    - (ii) Starting eight (8) years through fourteen (14) full years of service, the employee shall receive one hundred sixty-eight (168) hours vacation leave.
    - (iii) Starting fifteen (15) years of service, the employee shall receive two hundred twenty-four (224) hours vacation leave.
- (B) This subsection applies to the Battalion Chief position and each employee in a bargaining unit position.
  - (1) Each employee shall accrue vacation leave based on the following schedule:
    - (i) Up to eight (8) years of service, the employee shall accrue twelve (12) hours of vacation leave per month up to one hundred forty-four (144) hours vacation leave.



- (ii) Upon completion of eight (8) years of service, but less than fifteen (15) years of service, the employee shall accrue eighteen (18) hours of vacation leave per month up to two hundred sixteen (216) hours vacation leave.
- (iii) Upon completion of fifteen (15) years of service, the employee shall accrue twenty-four (24) hours of vacation leave per month up to two hundred eighty-eight (288) hours vacation leave.
- (2) An employee with fifteen (15) or more years of service may request to receive payment for up to seventy-two (72) hours of vacation leave in lieu of the employee taking all of the employee's vacation leave. The employee's vacation leave will be adjusted accordingly based on the number of vacation leave hours converted to pay.
- (C) An employee shall receive payment for all earned and unused vacation leave upon termination of employment.
- (D) Vacation leave shall be paid at the employee's current wage rate.

**SECTION 8 Sick Leave**

- (A) This subsection applies to the Fire Chief, Assistant Fire Chief, Certified Chief Inspector, Chief Inspector, Inspector I, and Inspector II positions.
  - (1) Each employee hired before January 1, 2013 shall accrue six (6) hours sick leave for each month of active employment up to a maximum of seven hundred twenty (720) hours sick leave.
  - (2) Each employee hired on or after January 1, 2013 shall accrue four (4) hours sick leave for each month of active employment up to a maximum of seven hundred twenty (720) hours sick leave.
  - (3) Any employee who has accrued sick leave in excess of seven hundred twenty (720) hours will not lose accrued sick leave in excess of seven hundred twenty (720) hours, but will not be allowed to add to the total sick leave hours accrued as of December 31, 2014.
  - (4) Each employee who has two hundred forty (240) hours sick leave accrued as of January 1st of any calendar year may sell the first forty-eight (48) hours of sick leave accrued that calendar year if not used during the calendar year at the rate of One Hundred Fifty Dollars (\$150) for each eight (8) hours of sick leave sold.
  - (5) Upon retirement, city will pay a retiring employee for each eight (8) hours of accrued sick leave over four hundred (400) hours, up to a maximum of eighty (80) hours, at the rate of One Hundred Dollars (\$100).
- (B) This subsection applies to the Battalion Chief position and each employee in a bargaining unit position.
  - (1) Each employee shall accrue twelve (12) hours sick leave for each month of active employment.
  - (2) If at the end of any calendar year an employee has seven hundred twenty (720) hours sick leave accrued (not counting sick leave to be sold back), the employee may elect to sell back to the city up to one hundred forty-four (144) hours of sick leave; however, the hours of sick leave sold back under this subsection cannot exceed the hours of sick leave earned the previous year less the sick leave used during that year.
  - (3) If an employee has more than two thousand eight hundred eighty (2,880) hours sick leave accrued at the end of any calendar year (not counting sick leave to be sold back), the

employee may sell up to seventy-two (72) hours of sick leave back to city in any calendar year. The total number of hours of sick leave (adding hours under subsections (B)(2) and (B)(3)) sold back by an employee may not exceed one hundred forty-four (144) hours in any calendar year.

- (4) Upon retirement, city will pay a retiring employee for sick leave hours accrued between two thousand one hundred sixty (2,160) hours and two thousand eight hundred eighty (2,880) hours.
  - (5) Any sick leave hours sold back to city will be sold to city at the rate of Four and 25/100 Dollars (\$4.25) per hour.
- (C) Except as provided by subsections (A)(4) and (A)(5) and subsections (B)(2), (B)(3) and (B)(5), sick leave shall be paid at the employee's current wage rate.

### **SECTION 9 Personal Leave**

- (A) This subsection applies to the Fire Chief, Assistant Fire Chief, Certified Chief Inspector, Chief Inspector, Inspector I, and Inspector II positions.
- (1) Each employee shall receive forty (40) hours of paid personal leave each calendar year.
  - (2) An employee may carry over not more than fifty-six (56) hours of unused personal leave from a previous calendar year.
  - (3) Upon termination, the employee shall be paid for not more than eighty (80) hours of unused personal leave.
  - (4) In the event an employee commences employment after January 31 of the current calendar year, the employee's personal leave due shall be prorated based upon the length of employment from the employee's date of hire through December 31.
- (B) This subsection applies to the Battalion Chief position and each employee in a bargaining unit position.
- (1) Each employee who has accrued forty-eight (48) hours of sick leave shall be entitled to take seventy-two (72) hours of personal leave per calendar year. An employee shall not be required to reduce their accrued sick leave in order to receive paid personal leave.
  - (2) An employee may not accrue personal leave from year to year. However, if an employee has unused personal leave at the end of the year, the employee shall be paid for such unused personal leave.
- (C) Personal leave shall be paid at the employee's current wage rate.

### **SECTION 10 Holiday Compensation**

- (A) Each employee shall receive two and two-tenths percent (2.2%) of the employee's annual base salary as holiday compensation for the following holidays:
- (1) New Year's Day
  - (2) Martin Luther King, Jr. Day
  - (3) Memorial Day
  - (4) Independence Day
  - (5) Labor Day

- (6) Veteran's Day
  - (7) Thanksgiving Day
  - (8) Day following Thanksgiving Day
  - (9) Christmas Eve
  - (10) Christmas Day
- (B) Holiday compensation shall be paid the last pay day in November.
  - (C) In the event an employee commences employment after January 1 of the current calendar year, the employee shall receive holiday compensation for only those holidays occurring after the employee's date of hire.
  - (D) In the event an employee, excluding a probationary private, terminates employment before December 31 of the current calendar year, the employee's holiday compensation due shall be prorated on an annual calendar year basis. A probationary private who terminates employment is not entitled to holiday compensation.

**SECTION 11 Annual Longevity Increase in Pay**

- (A) Each employee shall receive an annual longevity increase in pay bonus based on Two Hundred Dollars (\$200) per year of service, up to a maximum of Three Thousand Four Hundred Dollars (\$3,400) per year.
- (B) The annual longevity increase in pay due shall reflect the number of years and partial years completed by the employee at the end of the previous calendar year, and shall be included in the employee's regular bi-weekly paycheck.
- (C) Each employee in a bargaining unit position shall receive a one-time longevity increase in pay payment for twenty (20) years of continuous service to the department. The one-time payment shall be equal to fifteen percent (15%) of the current year's pay to a Private and shall be paid within thirty (30) days prior to the employee's 20<sup>th</sup> anniversary date.

**SECTION 12 Twenty Year Bonus**

- (A) An employee who has attained at least twenty (20) years of full-time employment with the Fire Department shall receive an annual twenty (20) year bonus of Two Thousand Dollars (\$2,000).
- (B) An employee who attains their twentieth year of full-time employment after January 1 shall receive a prorated portion of the annual twenty (20) year bonus based on the portion of the year remaining after the employee attains their twentieth year of full-time employment.
- (C) An employee who has attained at least twenty (20) years of full-time employment shall receive a prorated portion of the annual twenty year bonus upon termination based on the portion of the year employed after January 1 of the current calendar year if:
  - (1) The employee is in good standing with the city at the time of termination.
  - (2) The employee gives the city a minimum two (2) week written notice of the employee's intent to terminate employment with the city unless the employee is terminated by the city.
  - (3) The termination is due to a health condition of the employee making it impracticable for the employee to perform the duties and responsibilities of the employee's position or the termination is due to the death of the employee.

- (D) The twenty (20) year bonus shall be paid the last pay day of December or at the time of termination of employment.

**SECTION 13 Uniform Allowance**

- (A) Each employee shall receive an annual uniform allowance of Six Hundred Dollars (\$600) to purchase and maintain uniforms.
- (B) The uniform allowance shall consist of two (2) equal checks payable the last pay day of June and the first pay day of December.

**SECTION 14 Master Firefighter/Fire Officer I Certification Pay**

- (A) An employee who holds a Master Firefighter/Fire Officer I certification shall receive annual certification pay in the amount One Hundred Sixty Dollars (\$160), or a prorated portion thereof.
- (B) The certification pay shall be paid the first pay day in December.

**SECTION 15 Classification Pay**

- (A) An employee shall receive the following annual classification pay for each classification to which the employee is appointed.
  - (1) Fire Training Coordinator, One Thousand Dollars (\$1,000).
  - (2) Fire Training Instructor, Seven Hundred Fifty Dollars (\$750).
  - (3) Public Relations and Education, Five Hundred Dollars (\$500).
  - (4) Arson Investigator, Six Hundred Dollars (\$600).
  - (5) EMS Training Instructor, Seven Hundred Fifty Dollars (\$750).
  - (6) Command System Coordinator, Seven Hundred Fifty Dollars (\$750).
- (B) The classification pay will be included in the employee's regular bi-weekly paycheck.

**SECTION 16 Paramedic Bonus**

- (A) An employee serving as an active paramedic shall receive a paramedic bonus equal to three and one-half percent (3.5%) of the base salary for a private plus Six Hundred Twenty-five Dollars (\$625) per year for each full year of service to the Fire Department up to a maximum of nine percent (9%) of the base salary for a private.
- (B) An employee that is placed on restricted paramedic assignment shall receive thirty percent (30%) of the paramedic bonus set forth in paragraph (A) for the year.
- (C) An employee in a non-bargaining unit position that maintains a paramedic license but is not regularly scheduled to work the ambulance shall receive a paramedic bonus equal to One Thousand Two Hundred Fifty Dollars (\$1,250) plus Two Hundred Thirty Dollars (\$230) for each year the employee has held a paramedic license up to a maximum of Two Thousand Four Hundred Dollars (\$2,400).
- (D) The paramedic bonus will be paid the first pay day in December. In the event the employee drops or loses the paramedic license, the paramedic bonus will be prorated accordingly.

**SECTION 17 Working Out of Classification; Dual Classification**

- (A) An employee in a bargaining unit position carrying out the duties of a position or rank above which the employee normally holds shall be paid in accordance with the terms of the collective bargaining agreement.
- (B) An employee in a bargaining unit position holding both Fire and EMS rank shall receive pay for both rank differentials held for as long as both ranks are held.

**SECTION 18 Funeral Leave**

An employee is entitled to five (5) consecutive calendar days off without the loss of pay in accordance with the terms of the collective bargaining agreement due to the death of an employee's immediate family member. An employee is entitled to one (1) day off without loss of pay in accordance with the terms of the collective bargaining agreement due to the death of an employee's family member other than an immediate family member. This section shall also apply to non-bargaining unit employees.

**SECTION 19 Duty-Related Illness or Injury**

An employee who suffers an injury or contracts an illness while performing the employee's duties shall receive pay and benefits and/or payment for the employee's care to treat the illness or injury in accordance with the terms of the collective bargaining agreement. This section shall also apply to non-bargaining unit employees.

**SECTION 20 Severance Pay**

- (A) An employee is entitled to severance pay in accordance with the terms of the collective bargaining agreement due to an illness or injury arising out of or in the course of the employee's duties and the illness or injury is of the nature, degree and/or duration necessary to qualify the employee for benefits under the applicable pension and disability fund. This section shall also apply to non-bargaining unit employees.
- (B) The severance pay will be fifty percent (50%) of the remainder of the following:
  - (1) The employee's pay and benefits for fifty-two (52) weeks, less
  - (2) The pay and benefits paid to the employee pursuant to Section 19, Duty-Related Illness or Injury.

**SECTION 21 Death Benefits**

The city shall pay the beneficiary of any employee who dies during the calendar year all benefits that the employee has not yet received.

**SECTION 22 Paramedic Hiring Bonus**

Upon approval of the Board of Public Works and Safety, a first-time employee of the Goshen Fire Department who is a licensed/certified paramedic shall be paid a one-time bonus of Seven Thousand Five Hundred Dollars (\$7,500) in accordance with the terms and conditions of an agreement to be executed between the City of Goshen and the new employee.

**SECTION 23 Cell Phone Stipend**

- (A) For those employees who, for substantial business purposes, are regularly required to use a cell phone to perform the employees' job duties and responsibilities, the city will pay the employee a

cell phone stipend as reimbursement if the employee elects to use the employee's personal cell phone for city business in lieu of the city providing the employee with a city-owned cell phone.

- (B) The cell phone stipend will be provided in accordance with city Cell Phone Policy. The amount of the stipend will not exceed the sum of Twenty-five Dollars (\$25) per month if the employee is required to have voice services only, or the stipend will not exceed the sum of Fifty Dollars (\$50) per month if the employee is required to have voice and data communication services.

[Continued next page.]

**EXHIBIT A**  
**2021 Base Wages**

Fire Chief	\$3,245.69 Bi-weekly
Assistant Fire Chief	\$3,031.86 Bi-weekly
Certified Chief Inspector	\$32.31 per Hour
Chief Inspector	\$29.88 per Hour
Inspector I	\$27.43 per Hour
Inspector II	\$25.82 per Hour

	<u>Annual Base Salary</u>	<u>Base Wage per Hour</u>
Battalion Chief	\$71,298	\$25.87 per Hour
Captain	\$60,196	\$21.84 per Hour
Ambulance Captain	\$60,196	\$21.84 per Hour
Lieutenant	\$57,031	\$20.69 per Hour
Ambulance Lieutenant	\$57,031	\$20.69 per Hour
Sergeant	\$53,710	\$19.49 per Hour
Ambulance Sergeant	\$53,710	\$19.49 per Hour
Private	\$52,294	\$18.97 per Hour
Probationary Private	\$49,985	\$18.14 per Hour

PASSED by the Goshen Common Council on December \_\_\_\_\_, 2020.

\_\_\_\_\_  
Presiding Officer

ATTEST:

\_\_\_\_\_  
Adam C. Scharf, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on December \_\_\_\_\_, 2020, at \_\_\_\_\_ a.m./p.m.

\_\_\_\_\_  
Adam C. Scharf, Clerk-Treasurer

APPROVED and ADOPTED on December \_\_\_\_\_, 2020.

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor





## CITY OF GOSHEN LEGAL DEPARTMENT

City Annex  
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Goshen, Indiana 46528-3405

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December 7, 2020

**To:** City of Goshen Common Council  
**From:** Bodie J. Stegelmann  
**Subject:** Compensation for Police Department Employees

Following is a summary of the changes from the 2020 Ordinance to the proposed 2021 Ordinance:

Wages – The base salaries are increased 2%.

Health Insurance – The City will continue to pay eighty percent (80%) (Three Hundred Forty-seven and 09/100 Dollars (\$347.09)) and the employee will pay twenty percent (20%) (Eighty-six and 77/100 Dollars (\$86.77)), except the employee's share of cost of the health insurance premium will not exceed nine and one-half percent (9.5%) of the employee's annual household income.

Technical Skills Pay – Employees may now earn a maximum of \$1,600 annually in technical skills pay for up to five technical skills. The first technical skill is \$500 annually (no change), the second and third are \$300 each annually (increased from \$250), and the fourth and fifth are \$250 each annually (new).

Specialty Pay –

An officer acting as a Field Training Officer with a new recruit shall receive \$30 per shift or \$15 for a half shift (increased from \$20 per shift and \$10 per half shift).

An officer acting as Detective Team Leader shall receive \$1,200 annually (increased from \$600 annually).

New positions to receive specialty pay of \$1,200 annually include Field Training Officer Supervisor; Honor Guard Commander; SWAT Commander and SWAT Assistant Commander.

Clothing Allowance – Clothing allowance increased to \$1,500 annually (previously \$1,000 annually).

Sick Leave – All employees will earn 6.75 hours of sick leave for each month of service. (Previously, employees hired before January 1, 2013 earned 6.75 hours per month and employees hired on or after January 1, 2013 earned 4.5 hours per month.)

Hiring Bonus – The amount of a hiring bonus and when it will be paid will be determined by the Board of Public Works and Safety. (Previously, \$2,000 was paid at hire to eligible officers, \$2,000 on the second anniversary, and \$4,000 on the fifth anniversary.)

## **ORDINANCE 5067**

### **2021 Compensation for Police Department Employees**

BE IT ORDAINED, pursuant to Indiana Code § 36-8-3-3(d), the Goshen Common Council approves the 2021 maximum compensation, including wages and benefits, for Goshen Police Department employees as follows:

#### **SECTION 1 Application of Ordinance**

- (A) All positions covered by this ordinance are considered full-time positions.
- (B) For the purposes of this ordinance, when reference is made to “non-bargaining unit employees”, “non-bargaining unit positions”, or a category of employees that are not covered by the collective bargaining agreement, this reference shall apply to employees in the following positions:
  - (1) Police Chief,
  - (2) Assistant Police Chief,
  - (3) Division Chief,
  - (4) Special Police Officer, and
  - (5) Secretary.
- (C) For the purposes of this ordinance, when reference is made to “bargaining unit employees”, “bargaining unit positions”, or a category of employees that are covered by the collective bargaining agreement, this reference shall apply to employees in the following positions:
  - (1) Captain,
  - (2) Lieutenant,
  - (3) Detective,
  - (4) Sergeant,
  - (5) Patrol Officer,
  - (6) Probationary Patrol Officer, and
  - (7) School Resource Officer.
- (D) For the purposes of this ordinance, when reference is made to a “civilian employee” or a “civilian employee position” covered by this ordinance, this reference shall apply to the following positions:
  - (1) Special Police Officer, and
  - (2) Secretary.
- (E) This ordinance does not apply to compensation paid to any civilian employee positions not listed in paragraph (D), and the Civilian Police Chief position. All said positions are covered by the ordinance fixing the compensation for the Civil City employees.

**SECTION 2    Conflicting Provisions**

Should the terms of the collective bargaining agreement between the City of Goshen and Elkhart FOP Lodge 52, Inc., representing all full-time sworn police officers of the Goshen Police Department, be more favorable than the provisions of this ordinance, then the bargaining unit employees shall be compensated in accordance with the terms of the collective bargaining agreement.

**SECTION 3    Wages**

- (A) Exhibit A, 2021 Base Wages, sets forth the maximum base wages for all employees. The executive shall set the compensation for all employees within the maximum amounts established by this ordinance and, for those bargaining unit employees, in accordance with the amounts established by the collective bargaining agreement.
- (B) The Police Chief, Assistant Police Chief, and Division Chief positions shall be compensated on a salary basis.
- (C) The Special Police Officer and Secretary positions shall be compensated for all hours worked in a seven-day work period in accordance with the Fair Labor Standards Act.
- (D) This subsection applies to each employee in a bargaining unit position.
  - (1) With the exception of employees attending the basic Indiana Law Enforcement Training Academy, any employee who works in excess of nine (9) hours in one (1) work day shall be compensated either overtime pay at the rate of one and one-half (1½) times the employee’s prevailing hourly rate, or compensatory time off at the rate of one and one-half (1½) hours for each hour of overtime worked.
  - (2) An employee attending the basic Indiana Law Enforcement Training Academy shall receive compensatory time off at the rate of one and one-half (1½) hours for each hour worked in excess of eighty-one (81) hours in the work period.
- (E) Upon leaving city employment, an employee will be compensated for all unused compensatory time based on the higher rate of:
  - (1) The average regular rate received by the employee during the last three (3) years employment with the city; or
  - (2) The final regular rate received by the employee.

**SECTION 4    Payment of Wages**

- (A) The city shall issue paychecks, at minimum, on a bi-weekly basis.
- (B) Paychecks issued in 2021 will have gross wages calculated using the 2021 wage rates even if a portion of the pay period falls in 2020.

**SECTION 5    Police Officers’ Pension and Disability Fund**

Each police officer, excluding a Special Police Officer, is eligible to participate in the 1977 Police Officers’ and Firefighters’ Pension and Disability Fund. The city shall pay the employer’s percentage contribution to the pension plan as required by Indiana Code § 36-8-8-6, and the city will pay three percent (3%) of the employee’s contribution to the pension plan to the extent the contribution is required by Indiana Code § 36-8-8-8.

**SECTION 6 Public Employees' Retirement Fund**

Each civilian employee is eligible to participate in the Public Employees' Retirement Fund (PERF). The city shall pay both the employer's and employee's contributions to the PERF.

**SECTION 7 Health Insurance**

Each employee must enroll in the city's group health insurance plan. The city shall pay eighty percent (80%) (Three Hundred Forty-seven and 09/100 Dollars (\$347.09)) and the employee shall pay twenty percent (20%) (Eighty-six and 77/100 Dollars (\$86.77)), except the employee's share of cost of the health insurance premium will not exceed nine and one-half percent (9.5%) of the employee's annual household income.

**SECTION 8 Vacation Leave**

- (A) Each employee shall receive vacation leave beginning on the employee's first anniversary date of employment with the Police Department and each subsequent anniversary date as set forth below, unless a higher amount is established by an agreement at the time the employee is hired:
  - (1) One (1) year through seven (7) full years of service, the employee shall receive one hundred twenty-six (126) hours vacation leave.
  - (2) Starting eight (8) years through fourteen (14) full years of service, the employee shall receive one hundred eighty-nine (189) hours vacation leave.
  - (3) Starting fifteen (15) years of service, the employee shall receive two hundred fifty-two (252) hours vacation leave.
- (B) An employee shall receive payment for all earned and unused vacation leave upon termination of employment.
- (C) Vacation pay shall be paid at the employee's current wage rate.

**SECTION 9 Sick Leave**

- (A) Each employee shall accrue six and three-quarter (6.75) hours sick leave for each month of employment up to a maximum of eight hundred ten (810) hours sick leave.
- (B) Any employee who has accrued sick leave in excess of eight hundred ten (810) hours, but less than one thousand six hundred twenty (1,620) hours will not lose the accrued sick leave, but will not be allowed to add to the total sick leave hours accrued as of December 31, 2001.
- (C) Each employee who has two hundred seventy (270) hours sick leave accrued as of January 1st of any calendar year may sell the first fifty-four (54) hours of sick leave accrued that calendar year if not used during the calendar year at the rate of One Hundred Fifty Dollars (\$150) for each nine (9) hours of sick leave sold.
- (D) Upon retirement, city will pay a retiring employee for each nine (9) hours of accrued sick leave over four hundred fifty (450) hours, up to a maximum of ninety (90) hours, at the rate of One Hundred Dollars (\$100).
- (E) Except as provided by subsections (C) and (D), sick leave shall be paid at the employee's current wage rate.

**SECTION 10 Personal Leave**

- (A) Each employee shall receive forty-five (45) hours of paid personal leave per calendar year.
- (B) An employee may carry over not more than sixty-three (63) hours of unused personal leave from a previous calendar year.
- (C) Upon termination, the employee shall be paid for not more than ninety (90) hours of unused personal leave.
- (D) In the event an employee commences employment after January 31 of the current calendar year, the employee's personal leave due shall be prorated based upon the length of employment from the employee's date of hire through December 31.
- (E) Personal leave shall be paid at the employee's current wage rate.

**SECTION 11 Holiday Compensation**

- (A) Each employee shall receive holiday compensation for eleven (11) unspecified holidays.
  - (1) Holiday compensation for the Police Chief, Assistant Police Chief and Division Chief positions shall be based on the employee's annual base salary divided by two thousand one hundred six (2,106) and multiplied by ninety-nine (99).
  - (2) Holiday compensation for the civilian employee positions shall be based on the employee's regular (or average) daily wage multiplied by eleven (11) holidays per calendar year.
  - (3) Holiday compensation for each employee in a bargaining unit position shall be based on the employee's regular daily wage (nine (9) hours multiplied by the regular hourly rate of base pay) multiplied by eleven (11) holidays per calendar year.
- (B) Holiday compensation shall be paid the first pay day in November.
- (C) In the event an employee commences employment after January 1 of the current calendar year, the employee's holiday compensation due shall be prorated based upon the length of employment from the employee's date of hire through December 31.
- (D) In the event an employee terminates employment before December 31 of the current calendar year, the employee's holiday compensation due shall be prorated on an annual calendar year basis.

**SECTION 12 Increment Pay**

- (A) Each employee shall receive an annual increment pay bonus based on Two Hundred Dollars (\$200) per year of service, up to a maximum of Three Thousand Four Hundred Dollars (\$3,400) per year.
- (B) Increment pay due shall reflect the number of years and partial years completed by the employee at the end of the present calendar year, and shall be included in the employee's regular bi-weekly paycheck.

**SECTION 13 Longevity Bonus**

- (A) An employee who has attained at least twenty (20) years of full-time employment with the Police Department shall receive an annual longevity bonus of Two Thousand Dollars (\$2,000).
- (B) An employee who attains their twentieth year of full-time employment after January 1 shall receive a prorated portion of the annual longevity bonus based on the portion of the year remaining after the employee attains their twentieth year of full-time employment.

- (C) An employee who has attained at least twenty (20) years of full-time employment shall receive a prorated portion of the annual longevity bonus upon termination based on the portion of the year employed after January 1 of the current calendar year.
- (D) Longevity bonus shall be paid by the first pay day in December or at the time of termination of employment.

**SECTION 14 Clothing Allowance**

- (A) Each employee who has completed at least one (1) year of employment with the Police Department shall receive an annual clothing allowance to purchase and maintain uniforms based on the following schedule:
  - (1) Police officers, excluding a Special Police Officer, One Thousand Five Hundred Dollars (\$1,500).
  - (2) Civilian employees, One Thousand Three Hundred Sixty-nine Dollars (\$1,369).
- (B) The clothing allowance shall consist of two (2) equal checks payable the first pay day of April and the first pay day of October.

**SECTION 15 Technical Skills Pay**

- (A) An employee certified to have a technical skill beneficial to the Department shall receive annual technical skills pay based on the following schedule for up to five (5) technical skills certifications.
  - (1) First technical skill, Five Hundred Dollars (\$500).
  - (2) Second technical skill, Three Hundred Dollars (\$300).
  - (3) Third technical skill, Three Hundred Dollars (\$300).
  - (4) Fourth technical skill, Two Hundred Fifty Dollars (\$250)
  - (5) Fifth technical skill, Two Hundred Fifty Dollars (\$250).
- (B) The technical skills pay shall be included in the employee's regular bi-weekly paycheck.

**SECTION 16 Patrol Officer in Charge of Shift**

- (A) A patrol officer covered by the collective bargaining agreement who serves as the officer in charge of a shift or half-shift shall receive a bonus of Twenty-five Dollars (\$25) for each shift, or Twelve and 50/100 Dollars (\$12.50) for each half-shift.
- (B) The patrol officer in charge pay shall be included in the employee's next regular bi-weekly paycheck.
- (C) This section does not apply to a Sergeant, Lieutenant, Captain, Detective, or appointed rank such as School Resource Officer.

**SECTION 17 Field Training Officer**

- (A) A police officer covered by the collective bargaining agreement acting as a field training officer with a new recruit shall receive specialty pay in the amount of Thirty Dollars (\$30) for each shift, or Fifteen Dollars (\$15) for each half-shift.

- (B) The specialty pay shall be included in the employee's next regular bi-weekly paycheck.
- (C) This section does not apply to a Detective or appointed rank such as School Resource Officer.

**SECTION 18 Other Specialty Pay**

- (A) A police officer covered by the collective bargaining agreement acting in the following positions shall receive the following additional annual compensation as specialty pay:
  - (1) Detective Team Leader, One Thousand Two Hundred Dollars (\$1,200).
  - (2) Field Training Officer Supervisor, One Thousand Two Hundred Dollars (\$1,200).
  - (3) Honor Guard Commander, One Thousand Two Hundred Dollars (\$1,200).
  - (4) S.W.A.T. Commander, One Thousand Two Hundred Dollars (\$1,200).
  - (5) S.W.A.T. Assistant Commander, One Thousand Two Hundred Dollars (\$1,200).
- (B) The specialty pay shall be paid quarterly and prorated based on the actual time the officer spends in a position.

**SECTION 19 Non-Rank Departmental Positions**

- (A) A police officer covered by the collective bargaining agreement appointed to the School Resource Officer position shall receive the pay as authorized in Exhibit A while assigned to the School Resource Officer position unless the officer is a Probationary Patrol Officer. If the officer is a Probationary Patrol Officer, the officer will receive pay as a Probationary Patrol Officer until the end of the officer's probationary period.
- (B) A police officer covered by the collective bargaining agreement appointed as Training Officer shall receive the pay of the officer's actual rank or Lieutenant's pay, whichever is higher, while assigned to the Training Officer position unless the officer is a Probationary Patrol Officer. If the officer is a Probationary Patrol Officer, the officer will receive pay as a Probationary Patrol Officer until the end of the officer's probationary period.
- (C) A police officer covered by the collective bargaining agreement appointed to a position in the Drug Unit shall receive the pay of the officer's actual rank or Lieutenant's pay, whichever is higher, while assigned to the position in the Drug Unit unless the officer is a Probationary Patrol Officer. If the officer is a Probationary Patrol Officer, the officer will receive pay as a Probationary Patrol Officer until the end of the officer's probationary period.
- (D) A police officer covered by the collective bargaining agreement placed in charge of the Elkhart County Drug Unit shall receive the pay of the officer's actual rank or Captain's pay, whichever is higher, while placed in charge of the Elkhart County Drug Unit.

**SECTION 20 Shift Differential**

- (A) A police officer covered by the collective bargaining agreement that is regularly assigned to work an afternoon or night watch shall receive annual shift differential pay, or a prorated portion thereof, based on the following schedule.
  - (1) Afternoon watch, Three Hundred Fifty Dollars (\$350).
  - (2) Night watch, Five Hundred Dollars (\$500).
- (B) The shift differential pay shall be included in the employee's regular bi-weekly paycheck.

**SECTION 21 Tuition Reimbursement**

A police officer covered by the collective bargaining agreement is entitled to tuition reimbursement in accordance with the terms of the collective bargaining agreement for successful completion of a college undergraduate or graduate course. Reimbursement is limited to a maximum of six (6) credit hours per calendar year, and shall be limited to the cost of a credit hour at Indiana University-Bloomington.

**SECTION 22 Wellness Program**

Each employee is eligible to receive reimbursement for up to Two Hundred Dollars (\$200) per year for participation in a wellness program in accordance with the terms of the collective bargaining agreement. This section shall also apply to non-bargaining unit employees.

**SECTION 23 Court Time Pay**

- (A) Each employee in a bargaining unit position is entitled to court time pay in accordance with the terms of the collective bargaining agreement. Court time pay shall be based on the employee's current overtime rate of pay, and a guaranteed minimum of two (2) hours shall be paid.
- (B) Any employee in a bargaining unit position who retires or leaves the department due to a medical disability or leaves without disciplinary proceedings and is required to testify on behalf of the city or state shall be paid at the rate of pay the former employee last held in accordance with the terms of the collective bargaining agreement.

**SECTION 24 Funeral Leave**

An employee is entitled to three (3) work days off without loss of pay in accordance with the terms of the collective bargaining agreement due to the death of an employee's immediate family member. This section shall also apply to non-bargaining unit employees.

**SECTION 25 Duty-Related Illness or Injury**

A police officer who suffers an injury or contracts an illness while performing the employee's duties shall receive pay and benefits and/or payment for the employee's care to treat the illness or injury in accordance with the terms of the collective bargaining agreement. This section shall also apply to the Police Chief, Assistant Police Chief and Division Chief positions.

**SECTION 26 Cell Phone Stipend**

- (A) For those employees who, for substantial business purposes, are regularly required to use a cell phone to perform the employee's job duties and responsibilities, the city will pay the employee a cell phone stipend as reimbursement if the employee elects to use the employee's personal cell phone for city business in lieu of the city providing the employee with a city-owned cell phone.
- (B) The cell phone stipend will be provided in accordance with city Cell Phone Policy. The amount of the stipend will not exceed the sum of Twenty-five Dollars (\$25) per month if the employee is required to have voice services only, or the stipend will not exceed the sum of Fifty Dollars (\$50) per month if the employee is required to have voice and data communication services.



**SECTION 27 Residency Bonus**

A police officer shall receive an annual residency bonus in the amount of One Thousand Dollars (\$1,000), or a prorated portion thereof, based on the period of time the police officer resides on a permanent basis in the Goshen city limits in accordance with the current Residency Bonus Policy.

**SECTION 28 Hiring Bonus**

- (A) A new employee meeting the eligibility prerequisites before beginning employment as a police officer with the Goshen Police Department is eligible to receive a hiring bonus in accordance with the terms of the collective bargaining agreement and the terms and conditions of an agreement to be executed between the City of Goshen and the employee. The amount of the hiring bonus and when it will be paid will be determined by the Board of Public Works and Safety. In addition, upon commencement of employment, the eligible police officer will receive a base wage equal to the base wage paid to a patrol officer as set forth in Exhibit A and the eligible police officer will receive forty-five (45) hours of paid sick leave.
- (B) The eligibility prerequisites include the police officer having completed the minimum Tier I basic training requirements and having an active certification with the Indiana Law Enforcement Training Board. The police officer must have served with another Indiana law enforcement agency a minimum of one year and have separated from the other agency within twelve (12) months of accepting first-time employment with the Goshen Police Department.

[Continued next page.]

**EXHIBIT A**  
**2021 Base Wages**

**POLICE OFFICERS**

	<u>Bi-Weekly Salary</u>
Police Chief	\$3,272.47
Assistant Police Chief	\$3,054.39
Division Chief	\$2,792.81
	<u>Annual Base Salary</u> <u>Base Wage per Hour</u>
Captain	\$64,448      \$30.60
Lieutenant	\$58,592      \$27.82
School Resource Officer	\$58,592      \$27.82
Detective	\$58,592      \$27.82
Sergeant	\$55,267      \$26.24
Patrol Officer	\$52,791      \$25.07
Probationary Patrol Officer	\$50,856      \$24.15

**CIVILIAN EMPLOYEES**

	<u>Base Wage per Hour</u>
Special Police Officer	\$22.84
Secretary	\$21.74

PASSED by the Goshen Common Council on December \_\_\_\_\_, 2020.

\_\_\_\_\_  
Presiding Officer

ATTEST:

\_\_\_\_\_  
Adam C. Scharf, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on December \_\_\_\_\_, 2020, at \_\_\_\_\_ a.m./p.m.

\_\_\_\_\_  
Adam C. Scharf, Clerk-Treasurer

APPROVED and ADOPTED on December \_\_\_\_\_, 2020.

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor