

### **Goshen Common Council**

### 6:00 p.m. December 15, 2020 Regular 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 with 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 <a href="https://goshenindiana.org/calendar">https://goshenindiana.org/calendar</a>

### 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 Minutes**

**Approval of Meeting Agenda** 

Privilege of the Floor

Elected Official Reports Financial Report – Deputy Clerk-Treasurer Jeffery Weaver

I. Appointments to Boards and Commissions

II. Ordinance 5066 (2<sup>nd</sup> Reading) 2021 Compensation for Fire Department Employees

Staff Memo (Stegelmann)

III. Ordinance 5067 (2<sup>nd</sup> Reading) 2021 Compensation for Police Department Employees

Staff Memo (Stegelmann)

IV. Ordinance 5068 (1st Reading) 2021 Compensation for Police Reserve Officers

V. Ordinance 5064 (1st Reading) 2021 Compensation for Elected Officials

VI. 2021 Council Meeting Calendar

Adjournment



#### 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

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:

<u>Wages</u> – The base salaries are increased 2%.

<u>Health Insurance</u> – 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.

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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.

<u>Uniform Allowance</u> – 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 (½) 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 (1½) 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
	Annual Base Salary	Base Wage per Hour
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

\$49,985

\$18.14 per Hour

Probationary Private

PASSED by the Goshen Common Council on Decemb	per, 2020.
ATTEST:	Presiding Officer
Adam C. Scharf, Clerk-Treasurer	
PRESENTED to the Mayor of the City of Goshen on I	December, 2020, at a.m./p.m.
	Adam C. Scharf, Clerk-Treasurer
APPROVED and ADOPTED on December, 20	20.
	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

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%.

<u>Health Insurance</u> – 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.

<u>Technical Skills Pay</u> – 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.

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

<u>Sick Leave</u> – 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.)

<u>Hiring Bonus</u> – 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.

### **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						
		Bi-Weekly Salary				
Police Chief		\$3,272.47				
Assistant Police Chief		\$3,054.39				
Division Chief		\$2,792.81				
	Annual Base Salary	Base Wage per Hour				
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

	Base Wage per Hour
Special Police Officer	\$22.84
Secretary	\$21.74

PASSED by the Goshen Common Council on Dec	ember, 2020.
ATTEST:	Presiding Officer
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

#### **ORDINANCE 5068**

### **2021 Compensation for Police Reserve Officers**

WHEREAS the Goshen Police Department utilizes Police Reserve Officers in accordance with Indiana Code § 36-8-3-20.

NOW, THEREFORE, BE IT ORDAINED that the Goshen Common Council approves the 2021 compensation for the Police Reserve Officers as follows:

### **SECTION 1** Uniform Allowance

Pursuant to Indiana Code § 36-8-3-20(f)(1) and to the extent that money is appropriated for this purpose, a Police Reserve Officer who has completed at least one (1) year of service with the Goshen Police Department shall receive an annual uniform allowance to purchase and maintain uniforms. The annual uniform allowance shall be Five Hundred Dollars (\$500) and payable in December.

#### **SECTION 2** Court Appearance Compensation

Pursuant to Indiana Code § 36-8-3-20(f)(2) and to the extent that money is appropriated for this purpose, a Police Reserve Officer who must take time off work from his or her regular employment in order to appear in court on behalf of the Goshen Police Department shall receive compensation for the actual time lost from other employment because of the court appearance. The amount of compensation will be the current overtime rate per hour for a Probationary Patrol Officer based on the current base wage only, and a guaranteed minimum of two (2) hours shall be paid. The court appearance compensation shall be paid to the Police Reserve Officer on the Department's next regularly schedule pay day.

#### **SECTION 3 Duty-Related Illness or Injury**

- (A) Pursuant to Indiana Code § 36-8-3-20(1), a Police Reserve Officer who is injured or contracts an illness in the course of or as the result of the performance of duties as a Police Reserve Officer shall be provided the coverage specified in Indiana Code § 36-8-3-22 for the care of such duty-related illness or injury.
- (B) Pursuant to Indiana Code § 36-8-3-20(1), a Police Reserve Officer who is unable to pursue the officer's usual vocation as the result of an injury or illness occurring in the course of or as the result of the performance of duties as a Police Reserve Officer shall be paid a weekly amount as specified in Indiana Code § 36-8-3-23.

PASSED by the Goshen Common Council on Dec	ember, 2020.
ATTEST:	Presiding Officer
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

#### ORDINANCE 5064

### **2021 Compensation for Elected Officials**

BE IT ORDAINED, pursuant to Indiana Code § 36-4-7-2, the Goshen Common Council fixes the 2021 compensation, including wages and benefits, for Goshen elected officials as follows:

#### **SECTION 1** Salaries; Additional Compensation

- (A) The Mayor shall receive a bi-weekly salary of Three Thousand Six Hundred Sixty-five Dollars (\$3,665).
- (B) The Clerk-Treasurer shall receive a bi-weekly salary of Two Thousand Seven Hundred Ninety-three Dollars (\$2,793).
- (C) The Judge shall receive a bi-weekly salary of Two Thousand Seven Dollars (\$2,007).
- (D) A Common Council Member shall receive a bi-weekly salary of Five Hundred Eighty-four Dollars (\$584).
- (E) A Common Council Member who serves on a collective bargaining agreement negotiation team shall receive additional compensation in the amount of Five Hundred Dollars (\$500). A Common Council Member serving in such capacity shall receive the additional compensation only in years where a collective bargaining agreement is actively negotiated with one of the unions. This additional compensation is not part the comprehensive salary of a Common Council Member, but only as additional compensation for serving in a specific capacity.

#### **SECTION 2** Public Employee's Retirement Fund

- (A) The Mayor, Clerk-Treasurer and Judge are eligible to participate in the Public Employee's Retirement Fund (PERF).
- (B) The city shall pay both the employer's and employees' contributions to the PERF for the participating elected official.
- (C) The Common Council Members are not eligible to participate in the PERF.

#### **SECTION 3** Health Insurance

- (A) The Mayor and Clerk-Treasurer must enroll in the city's group health insurance plan.
- (B) The city shall pay eighty percent (80%) (Three Hundred Forty-seven and 09/100 Dollars (\$347.09)) and the elected official shall pay twenty percent (20%) (Eighty-six and 77/100 Dollars (\$86.77)) toward the cost of the weekly health insurance premium, except the elected official's share of cost of the health insurance premium will not exceed nine and one-half percent (9.5%) of the elected official's annual household income.
- (C) The Judge and Common Council Members are not eligible to enroll in the city's group health insurance plan as those elected officials are considered to be employees working one thousand three hundred (1,300) hours or less per year

### **SECTION 4** Cell Phone Stipend and Technology Allowance

- (A) The city will pay the Mayor, Clerk-Treasurer and Judge a cell phone stipend as reimbursement if the elected official elects to use the elected official's personal cell phone to carry out city business in lieu of the city providing the elected official with a city-owned cell phone. The cell phone stipend will be provided in accordance with the city Cell Phone Policy. The amount of the stipend will not exceed the sum of Twenty-five Dollars (\$25) per month if the elected official has voice only services, or the stipend will not exceed the sum of Fifty Dollars (\$50) per month if the elected official has voice and data communication services.
- (B) The city will pay a Common Council Member an annual technology allowance of Five Hundred Dollars (\$500) to reimburse the elected official for any expenses incurred for the following personal technology equipment or services that are used to carry out city business:
  - (1) Cell phone;
  - (2) Computer or tablet; and
  - (3) Internet or cellular services to be used with personal technology equipment.

The Common Council Member shall submit an expense claim to the Clerk-Treasurer in order to be reimbursed.

(C) The cell phone stipend and technology allowance are not part of the comprehensive salary of an elected official. The cell phone stipend and technology allowance are only available to reimburse the elected official for eligible expenses for carrying out city business.

### **SECTION 5** Share of Cost of Wages and Benefits

The cost of wages and employment benefits of certain positions are paid from more than one fund or budget. The Board of Public Works and Safety shall determine on an annual basis the percentage share of cost of wages and employment benefits for those positions that are to be paid from more than one budget or fund.

PASSED by the Goshen Common Council on	, 2020.	
ATTEST:	Presiding Officer	
Adam C. Scharf, Clerk-Treasurer		
PRESENTED to the Mayor of the City of Gosha.m./p.m.	en on, 2020, at	
	Adam C. Scharf, Clerk-Treasurer	
APPROVED and ADOPTED on	, 2020.	
	Jeremy P. Stutsman, Mayor	

## 2021 GOSHEN CITY COUNCIL CALENDAR

All meetings are conducted in the Council Chambers, Police & Court Building, 111 E. Jefferson St. and are at 6 p.m. unless stated otherwise.

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# Notes:

Key:

• Feb. 16: Joint meeting with School Board

Council meeting

- April 1–9: GCS Spring Break
- May 7: Council Retreat
- Sept. 21: Budget 1st reading
- Oct. 5-7: AIM Idea Summit

Special dates

## Holidays

- Oct. 12: Budget 2nd reading
- Oct. 18-22: GCS Fall Break
- Oct. 26: Additional budget meeting if needed
- Dec. 28: Year-end category transfers, 5:30 p.m.

