



Goshen Common Council

6:00 p.m., October 16, 2023 Regular Meeting

Council Chamber, Police & Court Building, 111 East Jefferson Street, Goshen, IN

Call to Order by Mayor Gina Leichty

Pledge of Allegiance led by Noah Miller

Roll Call:

Megan Eichorn (District 4) **Julia King** (At-Large) **Doug Nisley** (District 2)
Gilberto Pérez, Jr. (District 5) **Donald Riegsecker** (District 1)
Matt Schrock (District 3) **Council President Brett Weddell** (At-Large)
Youth Adviser Jessica Velazquez Valdes (Non-voting)

Approval of Minutes: Oct. 2, 2023 Regular Meeting

Approval of Meeting Agenda

Privilege of the Floor

- 1) Ordinance 5165** – 2024 Compensation for Elected Officials
- 2) Ordinance 5167** – 2024 Compensation for Fire Department Employees
- 3) Ordinance 5168** – 2024 Compensation for Police Department Employees
- 4) Ordinance 5169** – Authorization to Appoint Police Reserve Officers and Payment of Compensation in 2024
- 5) Ordinance 5166** – 2024 Compensation for Civil City and Utilities Employees
- 6) Information item:** Council meeting schedule for the remainder of 2023

Elected Official Reports

Adjournment



GOSHEN COMMON COUNCIL

Minutes of the OCTOBER 2, 2023 Regular Meeting

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

Mayor Gina Leichty called the meeting to order at 6:06 p.m. Assisted by the Mayor, **Indy** and **Pippa Gast** led the Pledge of Allegiance. **Indy** and **Pippa** are the daughters of **Kelly Gast** and the late **Bruce Gast** of Goshen.

After the Pledge of Allegiance, **Mayor Leichty** led a brief tribute to **City Administrative Engineer Bryce J. Gast, 41, who died unexpectedly on Oct. 3, 2022.**

The son of **Mark and Kathy (Griswold) Gast**, **Bryce Jamin Gast** was born July 8, 1981 in Warsaw and grew up in Akron, Indiana. He graduated from Tippecanoe Valley High School in 1999 and from Rose-Hulman Institute of Technology in 2003, where he received a Bachelor of Science degree in Civil Engineering. He worked as an engineer for Donohue & Associates until he transitioned to working for the City of Goshen as the City Administrative Engineer. After his death a year ago, **then-Mayor Stutsman** called **Gast** a valued friend and co-worker for the City and said his death was difficult to understand and accept.

Mayor Leichty noted the presence in the Council chamber of many of **Bryce Gast's colleagues**, adding, "We miss him a lot." The Mayor said colleagues wanted to find a way to remember **Gast**, so City staff installed a special bench outside the Rieth Interpretive Center at Millrace Park with a plaque underneath in tribute to **Gast**. The inscription on the plaque reads: "In memory of Bryce J. Gast. Beloved by family. Cherished by friends and colleagues."

Mayor Leichty presented the family with framed photographs of the bench and plaque and thanked **Indy, Pippa and Kelly Ray Gast** for being present. The audience responded by applauding the family. **Mayor Leichty** thanked City staff for making the bench and presentation tonight possible.

At 6:09 p.m., Mayor Leichty asked Clerk-Treasurer Aguirre to conduct the roll call.

Present: **Megan Eichorn** (District 4) **Julia King** (At-Large) **Doug Nisley** (District 2)
 Gilberto Pérez Jr. (District 5) **Donald Riegsecker** (District 1) **Matt Schrock** (District 3)
 Council President Brett Weddell (At-Large)

Absent: **Youth Adviser Jessica Velazquez Valdes** (Non-voting)

Clerk-Treasurer Aguirre informed the Mayor and Council that **Youth Adviser Jessica Velazquez Valdes** had sent an email shortly before the meeting indicating that she would not be present and expressing her regrets.

Approval of Minutes:

Mayor Leichty asked the Council's wishes regarding the **minutes of the Sept. 18, 2023 Regular Meeting.**

Councilor Schrock said he found an error in the minutes and requested a correction. On page 20, under Elected Official Reports, Councilor Schrock said the minutes read that the East Goshen Neighborhood Association would meet at the "Abshire Gym," but the correct location should have been "Abshire Cabin." **Councilor Eichorn** moved to **approve the minutes with the correction requested by Councilor Schrock.** **Councilor King** seconded the motion. The motion passed 7-0 on a voice vote.



Approval of Meeting Agenda:

Mayor Leichty presented the agenda as submitted by the **Clerk-Treasurer. Aguirre** notified the Council that there were updates and corrections to seven pages of the 59-page Form 1 schedules (pages 6, 7, 9, 18, 19, 21, 47) of the 2024 Spending Plan for the City of Goshen. He said copies were distributed to Councilors and the public at the meeting (**EXHIBIT #1**). Aguirre also said that he emailed and delivered copies tonight to Councilors and the public a corrected copy of proposed Resolution 2023-20, Category Transfer (**EXHIBIT #2**). **Councilor Eichorn moved to approve the agenda as submitted. Councilor Riegsecker seconded the motion. The motion passed 7-0 on a voice vote.**

Privilege of the Floor:

At 6:12 p.m., Mayor Leichty invited public comment for matters not on the agenda.

Glenn Null of Goshen said that a week ago some of the City's elected officials attended a candidate forum sponsored by the West Goshen Neighborhood Association. He said one of the subjects discussed was the condition of streets in the neighborhood. He said he didn't agree with the answers given.

Null said Hickory Street needed to be repaved five years ago, but the work stopped two blocks short. He said two years ago he was told the work would take place the next year. It didn't happen and Null said he was told that the work would take place by October 2023, and he doubts it will be done.

Null asked that the street be repaved next year. He said he would like other streets in West Goshen repaved along with other streets in the City, adding that some downtown alleys are in better condition than many City streets. He asked Councilors to remember the needs of residents from neglected parts of Goshen.

Mayor Leichty thanked **Null** for his comments, adding, "The advocacy for your neighborhood is admirable."

Nick Kieffer, the President and CEO of the Goshen Chamber of Commerce, thanked **Mayor Leichty** and the **Mayor's Executive Assistant, Katy Sonner,** for the City's "successful hosting" of **Gov. Eric Holcomb** on Sept. 20 for a meeting of the Indiana Economic Development Corporation board at the Goshen Theater. Kieffer said he received several phone calls, emails and letters thanking Goshen residents for showing up for the meeting and the visit. He thanked the Mayor on behalf of the Chamber of Commerce.

Mayor Leichty responded, "Thank you for the collaborative effort, Nick. It couldn't have happened without you. So much appreciated for that partnership between the Chamber and the City."

Sarah Russell of Goshen said she works for Goshen Community Schools and knows children who walk to schools. She said there is no sidewalk on Clinton Street, east of Greene Road. She said there should be a sidewalk for kids.

Mayor Leichty thanked **Russell** for her comments.

There were no further public comments, so the Mayor closed Privilege of the Floor at 6:18 p.m.

1) Ordinance 5164: An Ordinance for Appropriations and Tax Rates (First Reading)

Mayor Leichty called for the introduction on Second Reading of Ordinance 5164 - An Ordinance for Appropriations and Tax Rates.



Council President Weddell asked the Clerk-Treasurer to read Ordinance 5164 by title only, which was done. Weddell/Pérez moved to approve Ordinance 5164 on Second Reading.

BACKGROUND:

Before the Council, for a second and final reading, was the City of Goshen’s proposed budget for 2024 as set forth in Ordinance 5164.

If Ordinance 5164 was approved by the Common Council, it would be ordained/resolved “that the expenses of Goshen Civil City for the year ending Dec. 31, 2024, the sums herein specified are hereby appropriated and ordered set apart out of the several funds herein named and for the purposes herein specified, subject to the laws governing the same. Such sums herein appropriated shall be held to include all expenditures authorized to be made during the year, unless otherwise expressly stipulated and provided for by law. In addition, for the purposes of raising revenue to meet the necessary expenses of GOSHEN CIVIL CITY, the property tax levies and property tax rates as herein specified are included herein. Budget Form 4-B for all funds must be completed and submitted in the manner prescribed by the Department of Local Government Finance.”

Ordinance 5164 would be in full force and effect after its passage and approval by the Common Council in the following amounts:

Fund Code	Fund Name	Adopted budget	Adopted Tax Levy	AdoptedTaxRate
0061	RAINY DAY	\$0	\$0	0.0000
0101	GENERAL	\$31,430,835	\$17,829,100	1.3084
0180	DEBT SERVICE	\$369,350	\$390,500	0.0287
0341	FIRE PENSION	\$533,638	\$0	0.0000
0342	POLICE PENSION	\$439,500	\$0	0.0000
0706	LOCAL ROAD/STREET	\$600,000	\$0	0.0000
0708	MOTOR VEH HWAY	\$4,597,125	\$2,858,700	0.2098
1191	CUM FIRE SPECIAL	\$250,000	\$676,900	0.0497
1301	PARK & RECREATION	\$3,418,950	\$3,951,800	0.2900
2102	AVIATION/AIRPORT	\$385,940	\$165,200	0.0121
2379	CUM CAP IMP (CIG TAX)	\$87,000	\$0	0.0000
2391	CUM CAP DEV	\$697,000	\$979,400	0.0719
2411	ECONDEV INC.TAX CED	\$3,237,750	\$0	0.0000
6290	CUM SEWER	\$200,000	\$676,900	0.0497
TOTALS		\$46,247,088	\$27,528,500	2.0203

Home-Ruled Funds (not reviewed by State Department of Local Government Finance):

Fund Code	Fund Name	Adopted Budget
9500	PROBATION DEPARTMENT	\$111,005
9501	ECONOMIC IMPROVEMENT DISTRICT	\$57,000
9502	LAW ENFORCEMENT CONTINUING EDUCATION (LECE 1)	\$0
9503	COURT FEES	\$57,250
9504	ARP Fiscal Recovery Fund	\$2,878,400



9505	RESIDENTIAL LEASE FEES	\$56,835
9506	LAW ENFORCEMENT CONTINUING EDUCATION (LECE 2)	\$36,000
9507	TIF BOND AND INTEREST	\$823,114
9508	Public Safety LOIT	\$2,882,400
9509	Township Fire Support	\$350,000
9510	REDEVELOPMENT NON-REVERTING	\$243,820
9511	STORM WATER MANAGEMENT	\$767,175
9512	TIF Lippert/Dierdorff	\$550,000
9513	SOUTHEAST GOSHEN TIF	\$9,205,115
9514	CEMETERY CAPITAL IMPROVEMENT	\$0
9515	Parking Lot	\$5,360
9517	Unsafe Buildings	\$85,000
9521	CONS RR/US 33 TIF	\$10,704,000
TOTAL		\$28,812,374

After approval by the Common Council, the City’s Ordinance for Appropriations and Tax Rates would be submitted to the Indiana Department of Local Government Finance for review.

The Common County’s meeting packet contained: the minutes of the Sept. 18 Council meeting; Mayor Leichty’s Budget Letter for 2024, draft Ordinance 5164; and the 2024 Spending Plan for the City of Goshen, which was prepared by Deputy Clerk-Treasurer Jeffery Weaver and included the Form 1 schedules (59 pages of individual budgets).

SEPT. 18, 2023 COUNCIL DISCUSSION AND FIRST READING OF ORDINANCE 5164:

Mayor Leichty presided over the First Reading of Ordinance 5164, which focused on information sharing about the overall scope of the budget and changes within the 44 individual budgets.

Amber Nielsen, a Manager at Baker Tilly, then provided an overview of the 2024 budget. She discussed the City’s “Big Four+ Operating Funds (General, Motor Vehicle Highway, Motor Vehicle Highway Restricted, Parks and Public Safety Local Option Income Tax), historical financial information, the 2024 budget, and future budget considerations.

Mayor Leichty began her presentation of the 2024 draft City budget with introductory comments on the budget, including areas of greatest need and cash reserves. In her proposed 2024 budget, The Mayor said the focus would be on: Repaving neighborhood streets; Addressing City security with critical technology improvements; Supporting public safety; Enhancing existing parks; Addressing blight; Creating new housing opportunities; Leveraging grant funds for environmental initiatives; Upgrading equipment; Strengthening communication with neighborhoods and businesses; Enhancing the City’s website; Effectively tracking assets and Improving customer service with residents.

Mayor Leichty said that by the end of 2024, should the City spend 100% of the projected budget, cash reserves will be near the 30% for the four major funds (General, MVH, MVH Restricted, Park, PS LOIT).



The Mayor said the budget's overall growth from 2023 to 2024 would be 5.2%, not including redevelopment projects, and 21.8% including redevelopment projects, some of which began in 2022 and will continue next year. She said it was important to note that there is a distinction between projects that were delayed by the COVID-19 pandemic vs. overall budget growth.

Mayor Leichthy said that as she has worked with Department heads, they have been conscientious and careful about any budget increases they requested outside of inflationary adjustments and were as careful as they could be. At the same time, she said, the City budgets for "worst-case scenarios" and assumes that 100% of budgets will be spent and she is providing the maximum that could be spent so the City has the resources to meet all of its obligations.

The Mayor said the following wage adjustments have been incorporated into the budget:

- 3.5% raises for Civil City employees
- 5% raises for Teamsters (non-admin)
- 7% raises for Firefighters
- 7-13% raises for Police officers (non-admin)
- And \$200,000 has been reserved for additional wage adjustments for select City employees who have been determined to be underpaid. The funds will be allocated after the City receives the final version of Baker Tilly's final Wage and Compensation study, which has been under way for 18 months. She said the \$200,000 would be reflected in upcoming revisions to the City's salary ordinances.

Mayor Leichthy said one of the new things she was proposing was the creation of a City Information Technology Department. So far, she said the City has managed its technology needs by having a sub-department within the Engineering Department and with a limited staff – 1½ people serving the needs of users of 300 computers in multiple locations throughout the City. So, Mayor Leichthy proposed pulling together the existing staff in information technology and adding a full-time Director of Technology and a full-time Technology Specialist to help bolster the strength of that new department. The department would have 4.5 employees.

Mayor Leichthy also outlined changes in the emphasis of the City's Community Relations Team – Hannah Scott Carter and Amanda Guzman. She said the changes would not cause a budget increase, but she wanted Councilors to know that the Community Relations Manager and the Communications Coordinator will also now serve as liaisons and outreach coordinators for neighborhood associations.

Mayor Leichthy also is in the process of establishing an Employee Wellness Program in a partnership with Goshen Health. She said the City will be encouraging overall wellness, including mental and physical health, and behavioral awareness and changes. She said the goal was to encourage employee well-being and reduce increasing claim costs. The Mayor said the costs of the new program will be paid with proceeds from the Cigarette Tax funds that the City is already collecting.

After her introductory remarks Mayor Leichthy led Council members through a comprehensive review of the 2024 budget using her budget letter as a guide. She also reviewed the Spending Plan for the City of Goshen, a 61-page document prepared by Deputy Clerk-Treasurer Jeffery Weaver, CPA.



The spending plan included the 2021 and 2022 actual expenditures and the 2023 budgeted amounts in addition to the Mayor's proposed 2024 budget. The proposed budget was the result of many hours of conversations, strategy sessions, and planning by the Mayor, Department heads as well as Deputy Clerk-Treasurer Weaver, Clerk-Treasurer Aguirre and Baker Tilly consultants. When approved by the City Council, it will be submitted for review by the Indiana Department of Local Government and Finance.

The 2024 Spending Plan for the City of Goshen includes schedules for the following general funds: Common Council, Mayor's Office, Clerk-Treasurer's Office, Legal Department, Court, Board of Works, Cemetery, Community Relations Commission, Engineering, Planning and Zoning, Central Garage, Police, Fire, and Environmental Resilience. The spending plan also includes schedules for the following: Debt Service, Fire Pension, Police Pension, Local Road and Streets, Motor Vehicle Highway, Motor Vehicle Highway Restricted, Cumulative Capital Improvement Fire, Township Fire Support, Park and Recreation, Aviation, Cumulative Capital Improvement, Cumulative Capital Development, Cumulative Capital Improvement/Storm Sewer, Economic Development, Income Tax, Probation, Economic Improvement District, Public Safety Local Option Income Tax, Court Fees, Unsafe Building, Residential Lease Fees, Law Enforcement Continuing Education (#2), Redevelopment Non-Reverting, Storm Water Management, TIF Bond and Interest, Southeast Goshen TIF, TIF Lippert/Dierdorff, Construction River Race/U.S. 33 TIF, and American Rescue Plan Grant.

Mayor Leichty then outlined each fund and asked Councilors if they had any questions. Councilors asked many questions and made many comments about the proposed budget.

Mayor Leichty opened a public hearing on Ordinance 5164, *An Ordinance for Appropriations and Tax Rates*, which was before the Council for First Reading. There were no public comments.

After further discussion, Councilors agreed to move forward with a vote on First Reading.

On a roll call vote, Councilors unanimously passed Ordinance 5164 on first reading by a 7-0 margin, with all Councilors present voting yes at 8:24 p.m. The Second Reading was scheduled for Oct. 2, 2023.

OCT. 2, 2023 COUNCIL DISCUSSION AND SECOND READING OF ORDINANCE 5164:

Mayor Leichty reminded Councilors about a message she sent them outlining some minor adjustments in the proposed 2024 budget. She said he had emailed these to Councilors and would review them tonight.

Mayor Leichty noted that she had outlined all 44 of the budgets during the Sept. 18, 2023 Council meeting. She said tonight she would open each budget and ask if there were any Councilor questions or comments about each and continue in that matter until the entire budget had been reviewed. She asked if this was an acceptable approach.

Council President Weddell said it was but added that he wanted to first ask a question. He asked if it was permitted to move funds from the Police Department budget to the Fire Department budget as just proposed by the Mayor.

Deputy Clerk-Treasurer Jeffery Weaver responded that the funds under consideration were all in the General Fund and it was permissible to move these funds.



Mayor Leichty said she was proposing these changes in the Form 1 schedules of the 2024 Spending Plan:

1. Board of Works

- a. Page 6 | BD Works/Wage Contingency: Increase to \$50,000 (Moved from Police Budget)
- b. Page 7 | 0507: Board of Works/ERP Maintenance Upgrade: Move \$18,000 to Technology Budget}

2. Police

- a. Page 18 | 0130: Reduce by \$75,000- Move to Fire Department Wages (from Police)
- b. Page 18 | 0501: Reduce by \$60,000 - Move to Fire (from Police)
- 1. Page 19 | 0154: Reduce by \$50,000 (move to BOW Wage Contingency)

3. Fire

- a. Page 21 | 0130: Increase by \$135,000 (moved from Police Budget)

4. Public Safety Local Option Income Tax

- a. Page 47 | 0911: Reduce by \$15,000
- b. Page 47 | 0501: Increase by \$15,000

Mayor Leichty then read aloud the names of the 44 budgets that make up the 2024 Spending Plan for the City of Goshen. She asked if Councilors had any comments or questions. This was the result of that process:

Common Council budget – No Councilor comments/questions.

Mayor’s budget – No Councilor comments/questions.

Clerk-Treasurer’s budget – No Councilor comments/questions.

Legal Department budget – No Councilor comments/questions.

Court budget – No Councilor comments/questions.

Board of Works & Safety – No Councilor comments/questions.

Technology Department budget – **Councilor Eichorn** asked if the Mayor had been able to calculate the City’s technology costs in other City budget compared with the proposed costs in the 2024 budget. **Mayor Leichty** the costs in the proposed budget were for salaries, which were pulled from the Engineering Department and the Police Department. She said she had been unable to calculate the other technology costs but could still do so.

Cemetery Department – No Councilor comments/questions.

Community Relations Commission – No Councilor comments/questions.

Engineering Department – No Councilor comments/questions.

Building Department – No Councilor comments/questions.

Planning & Zoning Department – No Councilor comments/questions.

Central Garage – **Mayor Leichty** said that at the Sept. 18 Council meeting there had been extensive conversation about the budgets for the Police and Fire departments. She said Central Garage also contributes to ensuring that the Police and Fire departments are able to respond to emergencies. She asked **City Fleet Manager Carl Gaines** to describe efforts by his employees to respond to emergencies day or night. Gaines said his department has a good communications process with all departments and largely works with division chiefs and the Street Department. He said the department’s priorities change daily. If, for example, there is a major snowstorm, he said the Street Department needs become the priority because first responders cannot get down roads if they’re not plowed. At other times, Gaines said first responders are the department’s top priority. At any given time, Gaines said 50% of the vehicles being repaired or serviced are for first responders. **Mayor Leichty** thanked Gaines and his team for their efforts.



Police Department – No Councilor comments/questions.

Fire Department – No Councilor comments/questions.

Environmental Resilience Department – No Councilor comments/questions.

Rainy Day Fund – No Councilor comments/questions.

Debt Service – No Councilor comments/questions.

Fire Pension – No Councilor comments/questions.

Police Pension – No Councilor comments/questions.

Local Road and Streets – No Councilor comments/questions.

Motor Vehicle Highway – Mayor Leichty asked City Street Commissioner David Gibbs to discuss the 24/7 demands on his team. Gibbs said the Street Department workers are very visible throughout the City. Throughout the winter, he said all employees are on call 24 hours a day, seven days a week. He said that the priority is making sure roads are clear so first responders can react to emergencies and children can get to school. Gibbs said street maintenance is another priority and good work is being done by his team to improve the overall condition of roads.

Jim Kerezman, Superintendent of the City Wastewater Treatment Plant, said employees take care of the City sewer lines and water distribution lines. He said employees respond to many calls after regular business hours about plugged lift stations, sewage backups or water main breaks. So, Kerezman said employees are also on call 24/7 and must also ensure there are no discharges into state waterways.

Mayor Leichty said people often assume that only those who wear badges are first responders “and we forget that there are many people contributing to the safety 24/7 and 365 (days), and that’s the large reason we are advocating for them in our budget – increases for this year. I just wanted to make sure the Council had that top of mind.”

Motor Vehicle Highway Restricted – No Councilor comments/questions.

Cumulative Capital Improvement Fire – No Councilor comments/questions.

Township Fire Support – No Councilor comments/questions.

Park & Recreation Department – No Councilor comments/questions.

Aviation Department – No Councilor comments/questions.

Cumulative Capital Improvement – No Councilor comments/questions.

Cumulative Capital Development – No Councilor comments/questions.

Cumulative Capital Improvement/Storm Sewer – No Councilor comments/questions.

Economic Development Income Tax – No Councilor comments/questions.

Probation – No Councilor comments/questions.

Economic Improvement District – No Councilor comments/questions.

Public Safety Local Option Income Tax – No Councilor comments/questions.

Court Fees – No Councilor comments/questions.

Unsafe Building Fund – No Councilor comments/questions.

Residential Lease Fees – No Councilor comments/questions.

Law Enforcement Continuing Education – No Councilor comments/questions.

Redevelopment Non-Reverting – No Councilor comments/questions.

Storm Water Management – No Councilor comments/questions.

TIF Bond and Interest – No Councilor comments/questions.



Southeast Goshen TIF – No Councilor comments/questions.

TIF Lippert/Dierdorff – No Councilor comments/questions.

Construction River Race/US 33 TIF – No Councilor comments/questions.

American Rescue Plan Grant – No Councilor comments/questions.

Mayor Leichty asked if Councilors had any additional questions, comments or concerns. There were none at this point, but **Council President Weddell** suggested that the Mayor invite public comments.

At 6:35 p.m., Mayor Leichty invited public comments on Ordinance 5164, *An Ordinance for Appropriations and Tax Rates*, which was before the Council for Second Reading.

Glenn Null of Goshen said that the City didn't appear to be setting aside any additional money this year for the Rainy Day Fund. He asked about the balance in the Rainy Day fund, noting that it must have been deemed to be sufficient. He said he was a "big believer" in setting aside funds for emergencies. He said he was concerned that the Rainy Day Fund wasn't being supplemented. Null also said Councilors should be mindful of the fact that many people live on fixed incomes and that the City shouldn't add to their tax burden.

Mayor Leichty thanked Null for his comments.

Mayor Leichty asked **Deputy Clerk-Treasurer Jeffery Weaver** if he knew the balance in the Rainy Day Fund. **Weaver** said the Rainy Day Fund has a balance of \$2.65 million. He said \$500,000 was added to the fund in 2023.

Council President Weddell said the \$500,000 addition was the first to the fund in many years. He said **now-former Councilor Jim McKee**, who was present tonight, had advocated for the fund for many years. The Council President said the 2024 proposed budget doesn't have an appropriation from the Rainy Day Fund as in past years.

Mayor Leichty confirmed that understanding.

Colin Yoder of Goshen, the chairman of the City Cemetery Board, said the board has worked to improve the efficiency of the Cemetery Department. He said he appreciated the proposed purchase of a new excavator, which he noted was expensive but will save time and help employees.

Councilor Pérez said he thought the Mayor would be stating the total of the 2024 proposed budget.

Councilor King said she recalled that the total was about \$75 million with TIFs and \$59 million without TIFs.

Council President Weddell agreed.

There were no further public comments, so at 6:39 p.m., Mayor Leichty closed the public comment period on Ordinance 5164.

There were no further questions or comments from Councilors. Councilors also indicated they were ready to vote. Mayor Leichty asked the Clerk-Treasurer to conduct a roll call vote.

On a roll call vote, Councilors unanimously passed Ordinance 5164 on second and final reading by a 7-0 margin, with all Councilors voting "yes" at 6:40 p.m.



Acting in his role as parliamentarian, **City Attorney Bodie Stegelmann** asked if the Council's vote included the changes that **Mayor Leichty** outlined in her Oct. 2, 2023 letter to the Council and which she proposed and reviewed earlier in the meeting in the Form 1 schedules of the 2024 Spending Plan for the City of Goshen.

Council President Weddell thanked the **City Attorney** for pointing this out and said the motion did not incorporate the acceptance of the Mayor's proposed budget changes.

Councilor Nisley/Council President Weddell moved to approve the changes proposed by **Mayor Leichty** to the Form 1 schedules of the 2024 Spending Plan for the City of Goshen.

Mayor Leichty asked if there were any additional Councilor or public comments or questions on the motion. There were none. **Council President Weddell** said Councilors were ready to vote.

On a voice vote, Councilors unanimously approved the changes proposed by Mayor Leichty to the Form 1 schedules of the 2024 Spending Plan for the City of Goshen. by a 7-0 margin, with all Councilors voting "yes" at 6:41 p.m.

Council President Weddell/Councilor Nisley then moved to approve **Ordinance 5164, An Ordinance for Appropriations and Tax Rates**, as amended on second and final reading.

Mayor Leichty asked the Clerk-Treasurer to conduct a roll call vote on the motion.

On a roll call vote, Councilors unanimously passed Ordinance 5164, as amended, on second and final reading by a 7-0 margin, with all Councilors voting "yes" at 6:42 p.m.

2) Resolution 2022-20, Category Transfer

Mayor Leichty called for the introduction of **Resolution 2023-20, Category Transfer**. **Council President Weddell** asked the Clerk-Treasurer to read **Resolution 2023-20** by title only, which was done.

Weddell/Schrock moved to approve Resolution 2023-20.

BACKGROUND:

Resolution 2023-20 requests authorization from the Council and Mayor to move available resources between major categories within the City funds. The Mayor and Clerk-Treasurer requested this resolution because the Common Council is the City's fiscal body which authorizes the City's budget and any budget adjustments.

In a memorandum to the Council, **Deputy Clerk-Treasurer Jeffery Weaver** wrote that an appropriation is "permission to spend available money" and is tied to a specific fund. Within a fund there are four spending categories and multiple accounts. The state Department of Local Government Finance ("DLGF") requires Council approval to move an appropriation from one category to another. The Council can approve this when a City department needs additional room to spend in one category and has available appropriations in another category.



Weaver wrote that by moving an appropriation from one category to another, the Council is only changing the category from which the City pays an expenditure. The Council is not approving any additional spending, so the fund's total appropriation remains the same.

For each of the category transfers in Resolution 2023-20, a department head recognized a need in one of their budget categories, reported the need to the Mayor and Clerk-Treasurer, and requested that the Council approve the transfer so that the department can continue operations. **The requests and the rationale for them are as follows:**

- Turnover in the Community Relations Commission and Mayor's offices necessitated some technology and office upgrades in addition to realigning City-wide initiatives
- The Planning Office encountered additional unanticipated office-related expenditures
- The Fire Department finds it necessary to realign the Township Fire Support budget in order to better support the Township's residents and maintain Township equipment

If the Council approved the proposed category transfers, the Clerk-Treasurer would then register the adjustments in the City's books and communicate the transfers to the departments. These category transfers are adjustments that only require Council approval to be final, and do not require notification to the DLGF

Resolution 2023-20 would authorize the following transfers:

GENERAL FUND CATEGORY TRANSFER FROM:

Budget Category: Personnel

Line Number: 101-510-03-411.0130; Line name: Mayor / Full Time Personnel

Amount of the Transfer: \$9,000

GENERAL FUND CATEGORY TRANSFER TO:

Budget Category: Supplies

Line Number: 101-510-03-421.0500; Line Name: Mayor / Other Office Expenses

Amount of the Transfer: \$9,000

Purpose of Transfer: To fund necessary upgrades to technology and supplies in the Mayor's Office

GENERAL FUND CATEGORY TRANSFER FROM:

Budget Category: Personnel

Line Number: 101-510-01-411.0130; Line name: CRC / Full Time Personnel

Amount of the Transfer: \$10,000

GENERAL FUND CATEGORY TRANSFER TO:

Budget Category: Other Services & Charges

Line Number: 101-510-07-439.0910; Line Name: BOW / Education and Promotion

Amount of the Transfer: \$10,000

Purpose of Transfer: To fund employee picnic and outward promotional events

GENERAL FUND CATEGORY TRANSFER FROM:

Budget Category: Personnel

Line Number: 101-510-01-411.0130; Line name: CRC / Full Time Personnel

Amount of the Transfer: \$1,500



GENERAL FUND CATEGORY TRANSFER TO:

Budget Category: Supplies

Line Number: 101-510-07-439.0910; Line Name: CRC / Supplies

Amount of the Transfer: \$1,500

Purpose of Transfer: To fund necessary upgrades to technology and supplies in the CRC Office

GENERAL FUND CATEGORY TRANSFER FROM:

Budget Category: Other Services and Charges

Line Number: 101-510-16-432.0301; Line name: Planning / Travel Expenses

Amount of the Transfer: \$750

GENERAL FUND CATEGORY TRANSFER TO:

Budget Category: Supplies

Line Number: 101-510-16-421.0501; Line Name: Planning / Other Office Expenses

Amount of the Transfer: \$750

Purpose of Transfer: To fund unanticipated office-related expenses

GENERAL FUND CATEGORY TRANSFER FROM:

Budget Category: Personnel

Line Number: 242-520-00-411.0130 ; Line name: TwpFire / Full Time Personnel

Amount of the Transfer: \$75,000

GENERAL FUND CATEGORY TRANSFER TO:

Budget Category: Supplies

Line Number: 242-520-00-429.0000; Line Name: TwpFire / Supplies

Amount of the Transfer: \$75,000

Purpose of Transfer: To fund the purchase of hoses and equipment for fire trucks acquired from Elkhart Township

GENERAL FUND CATEGORY TRANSFER FROM:

Budget Category: Personnel

Line Number: 242-520-05-411.0130; Line name: TwpFire / Full Time Personnel

Amount of the Transfer: \$50,000

GENERAL FUND CATEGORY TRANSFER TO:

Budget Category: Capital Outlays

Line Number: 242-520-00-449.0000; Line Name: TwpFire / Capital Expenditures

Amount of the Transfer: \$50,000

Purpose of Transfer: To fund the purchase of functional garage doors and upgrade HVAC to fire stations acquired from Elkhart Township

OCTOBER 2, 2023 COUNCIL DISCUSSION AND APPROVAL OF RESOLUTION 2023-20:

Council President Weddell asked if the Council could act on the corrected version of Resolution 2023-20, which was brought to the Council tonight by the Clerk-Treasurer or if Councilors needed to pass a motion to amend it.



City Attorney Stegelmann said the Council could act on the version presented to the Council tonight since the Council accepted it when it accepted and approved the meeting agenda.

Mayor Leichty asked there was a City staff presentation on Resolution 2023-20.

Clerk-Treasurer Aguirre said that before Councilors was a request for category transfers by City departments. He said the Council most recently approved a category transfer for the Legal Department.

Aguirre reminded Councilors that a category transfer is a request to move funds within a department's budget. He said it was not an additional appropriation or an expenditure of additional funds. He said it was just moving funds from one account to another. He also said the proposed transfers were listed in Resolution 2023-20. Aguirre named the departments involved and said the department heads were present and could answer questions Councilors had.

Mayor Leichty asked if there were any questions or comments from Councilors.

Council President Weddell asked about the proposed \$10,000 transfer from the Community Relations Commission (CRC) full-time personnel budget line to the Board of Works Education and Promotion budget line to fund the employee picnic and outward promotion events. He asked, "Did we not have funds set aside for the Goshen City employee picnic that we needed this money?"

Deputy Clerk-Treasurer Jeffery Weaver said he worked with the Mayor's office on some of the transfers. He said the picnic costs were budgeted, but it was determined that instead of pulling the funds from a few different places, it made more sense to pull funds from one particular spot. And since some of the costs are for community promotion, Weaver said it also made sense for the transfer to come from the CRC budget, which had unspent funds because the CRC director position had been vacant for part of the year.

Council President Weddell asked if the City had or had not set aside funds for the picnic.

Weaver said "yes and no." – that staff had considered using several funds to pay for the picnic and that expenses could have been paid through various EDIT funds because the expense fits a few different functions within the City. However, he said it was decided it was easier to use funds from a single budget line.

Council President Weddell said it was "great event," but he just wondered about the rationale for transferring the funds from the CRC budget.

Mayor Leichty thanked the Aviation Department for its efforts in helping stage the employee event. She also thanked her Executive Assistant, **Katy Sonner**, and the Communications and Community Relations staff.

There were no additional Council or public comments on Resolution 2023-20. Council President Weddell indicated that Councilors were ready to vote.

On a voice vote, Councilors approved Resolution 2023-20, Category Transfer, by a 7-0 margin, with all Councilors present voting "yes" at 6:47p.m.

Elected Official Reports:

Councilor Eichorn said she was sorry to miss the **City employee picnic**.

Council President Weddell congratulated all those who made the picnic possible and thanked all of the employees who attended it. He said it was outstanding and very nicely done. He said it was also nice for longstanding employees to be recognized for their service. He asked what the longest years of service were.



Mayor Leichty said three employees were recognized for 30 years of service. She said those employees were treated to helicopter rides, and they expressed that this was a “lifetime dream.”

Council President Weddell said the **City Redevelopment Commission** will hold a special meeting on Oct. 21 to continue the process of discussing the agreement the City has with Elkhart County for the development of the new courts building. He thanked **City Director of Public Works & Utilities Dustin Sailor** for his work in this regard. He also thanked **Mayor Leichty** for making a presentation to County Commissioners with an update about the project. **Mayor Leichty** said she did so again this morning and will continue to do so every week.

Council President Weddell again thanked the Mayor and added, “That’s an important partnership and we want to make sure those partnerships continue.”

Mayor Leichty asked **Councilor Schrock** if he had anything to add.

Councilor Schrock said he wanted to again congratulate **Aaron Sawatsky Kingsley**, Director of the City Department of Environmental Resilience, and **Theresa Sailor**, Grant Writer and Educator for the City Environmental Resilience Department, for procuring a **\$1 million grant from the U.S. Forest Service** for the City’s urban forestry program.

Councilor Pérez said later this week **Michiana Mental Health America will hold its 2023 Mental Health Summit** in South Bend. Pérez said he will be sharing about the City’s efforts to promote positive mental health. He said he met with **former Mayor Jeremy Stutsman** to discuss what the City has done. He listed some of the City’s projects and initiatives, which he said help create an environment for positive mental health.

Councilor Riegsecker asked if the City was responsible for recently **removing 14 trees** on the west side of the City. He was told the trees were cut by NIPSCO. Councilor Riegsecker said the trees were removed as part of the Courthouse project and he hopes the City will help replace the trees. **City Director of Environmental Resilience Sawatsky Kingsley** said he will ask NIPSCO if the company will help replace the trees. Councilor Riegsecker said he would appreciate that.

Council President Weddell informed Councilors said that at the next Council meeting he will bring a list of positions that will be available for **Council appointment next year to City boards and commissions**. He said he wanted to make sure the public is given ample opportunity to be aware of the openings. He added that he will coordinate with the Mayor’s Office to post the openings on social media. Council President Weddell added that the next Council will make the appointments in January.

Mayor Leichty announced some changes in the dates of upcoming Common Council meetings.

The **Mayor** said she **proposed that the Council meet on Monday, Oct. 16**, primarily to consider the City employee compensation ordinances along with any other priority agenda items. The deadline for the passage of the salary ordinances is Nov. 1. She said if the ordinances are not passed on first and second reading on Oct. 16, they would need to be passed at the Council’s previously scheduled meeting on Oct. 30.

Mayor Leichty said she also has **proposed that the Council move the November meeting to Nov. 13 instead of Nov. 20** to shift the meeting from the holiday week in case people have travel plans.

Councilor King said she wanted to ask a parliamentary question. Since the Council previously approved the 2023 meeting schedule, she asked if there should be a vote to approve changing the date of the November meeting.

Council President Weddell said the Council probably should do that at the next meeting to reflect the changes.



Mayor Leichthy said those were the only known schedule changes. She said **regular Council meetings are scheduled to take place on Dec. 4 and Dec. 18 and on Dec. 27 – to approve year-end Category Transfers.**

There were no further comments by the Mayor or by Councilors.

Councilor Nisley made a motion to adjourn the meeting, which was seconded by Councilor Pérez. Councilors unanimously approved the motion to adjourn the meeting.

Mayor Leichthy adjourned the meeting at 6:56 p.m.

EXHIBIT #1: Updates and corrections to seven pages of the 59-page Form 1 schedules (pages 6, 7, 9 18, 19, 21, 47) of the 2024 Spending Plan for the City of Goshen. Copies were distributed just before the meeting to Councilors and the public.

EXHIBIT #2: A corrected copy of proposed Resolution 2023-20, Category Transfer. Copies were distributed just before the meeting to Councilors and the public.

APPROVED:

Gina Leichthy, Mayor of Goshen

ATTEST:

Richard R. Aguirre, City Clerk-Treasurer

ORDINANCE 5165

2024 Compensation for Elected Officials

BE IT ORDAINED, pursuant to Indiana Code § 36-4-7-2, the Goshen Common Council fixes the 2024 compensation, including wages and benefits, for Goshen elected officials as follows:

SECTION 1 Salaries

Goshen elected officials shall receive the following salaries:

- (A) Mayor – Four Thousand Sixty-three Dollars (\$4,063) bi-weekly. The salary shall be paid sixty percent (60%) from the general fund of the Civil City and forty percent (40%) from the funds of the Water and Sewer Utilities.
- (B) Clerk-Treasurer – Three Thousand Ninety-seven Dollars (\$3,097) bi-weekly. The salary shall be paid seventy percent (70%) from the general fund of the Civil City and thirty percent (30%) from the funds of the Water and Sewer Utilities.
- (C) Judge – Two Thousand Two Hundred Twenty-five Dollars (\$2,225) bi-weekly. The salary shall be paid one hundred percent (100%) from the general fund of the Civil City.
- (D) Common Council Member – Six Hundred Forty-seven Dollars (\$647) bi-weekly. The salary shall be paid sixty percent (60%) from the general fund of the Civil City and forty percent (40%) from the funds of the Water and Sewer Utilities.

SECTION 2 Additional Compensation

- (A) Negotiation Team. A Common Council Member who serves on a collective bargaining agreement negotiation team shall receive a stipend in the amount of Five Hundred Dollars (\$500). A Common Council Member serving in such capacity shall receive the stipend only in years where a collective bargaining agreement is actively negotiated with one of the unions. If negotiations are with either the Fire union or Police union, the additional compensation shall be paid one hundred percent (100%) from the general fund of the Civil City. If the negotiations are with the Teamsters union, the additional compensation shall be paid sixty percent (60%) from the general fund of the Civil City and forty percent (40%) from the funds of the Water and Sewer Utilities. This stipend shall not be considered as part of the compensation for a Common Council Member when considering increases or decreases in a Common Council Member's compensation under Indiana Code § 36-7-4-2.
- (B) Longevity Increase in Pay. Commencing at the beginning of the Mayor's fifth (5th) year in office as Mayor, the Mayor shall receive a longevity increase in pay in the amount of Five Thousand Dollars (\$5,000) during each year the Mayor serves as Mayor. The longevity increase in pay shall be included in the Mayor's regular bi-weekly paycheck, and shall be paid sixty percent (60%) from the general fund of the Civil City and forty percent (40%) from the funds of the Water and Sewer Utilities. This longevity increase in pay shall not be considered as part of the compensation of the Mayor when considering increases or decreases in the Mayor's compensation under Indiana Code § 36-4-7-2.

SECTION 3 Public Employee's Retirement Fund

- (A) The Mayor, Clerk-Treasurer and Judge are eligible to participate in the Public Employee's Retirement Fund (PERF). The Common Council Members are not eligible to participate in the PERF.
- (B) The city shall pay both the employer's and employees' contributions to the PERF for the participating elected official. The contributions to the PERF shall be paid from the fund(s) at the same percentage(s) as the salary is paid for each respective elected official.

SECTION 4 Health Insurance

- (A) A full-time employee that is expected to average thirty (30) or more hours of compensation per week is eligible for coverage under the city's group health insurance plan and is required to enroll in the plan. For the purposes of this section, the Mayor and Clerk-Treasurer are employees eligible for coverage under the city's group health insurance plan. The Judge and Common Council Members are not employees eligible for coverage under the city's group health insurance plan.
- (B) The city shall pay eighty percent (80%) (Four Hundred Five and 66/100 Dollars (\$450.66)) and the employee shall pay twenty percent (20%) (One Hundred One and 42/100 Dollars (\$101.42)) toward the cost of the weekly health insurance premium, except the employee's share of cost of the health insurance premium will not exceed the annual Affordable Care Act affordability percentage of the employee's annual household income. The health insurance premiums shall be paid from the fund(s) at the same percentage(s) as the salary is paid for each respective elected official.

SECTION 5 Cell Phone Stipend and Technology Stipend

- (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 stipend of Five Hundred Dollars (\$500) as reimbursement for any expenses incurred for personal technology equipment or services that are used to carry out city business, including cell phone, computer or tablet, and internet or cellular services 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 or technology stipends shall be paid from the fund(s) at the same percentage(s) as the salary is paid for each respective elected official. The cell phone stipend and technology stipend shall not be considered as part of the compensation of the elected official when considering increases or decreases in the elected official's compensation under Indiana Code § 36-4-7-2. The cell phone stipend and technology stipend are only available to reimburse the elected official for eligible expenses for carrying out city business.

PASSED by the Goshen Common Council on _____, 2023.

Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on _____, 2023, at the hour of _____:_____ .m.

Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on _____, 2023.

Gina M. Leichty, Mayor

ORDINANCE 5167

2024 Compensation for Fire Department Employees

BE IT ORDAINED, pursuant to Indiana Code § 36-8-3-3(d), the Goshen Common Council approves the 2024 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” 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 and Utilities 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, 2024 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 2024 will have gross wages calculated using the 2024 wage rates even if a portion of the pay period falls in 2023.

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

A full-time employee that is expected to average thirty (30) or more hours of compensation per week is eligible for coverage under the city's group health insurance plan and is required to enroll in the plan. The city shall pay eighty percent (80%) (Four Hundred Five and 66/100 Dollars (\$405.66)) and the employee shall pay twenty percent (20%) (One Hundred One and 42/100 Dollars (\$101.42)) toward the cost of the weekly health insurance premium, except the employee's share of cost of the health insurance premium will not exceed the annual Affordable Care Act affordability percentage 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 who began employment with the Fire Department on or after January 1, 2019 shall be assigned sick leave on January 1, 2024 in the amount of seven hundred twenty (720) hours, less any sick leave the employee has used during the employee's employment with the Fire Department. Each employee who begins employment with the Fire Department on or after January 1, 2024 shall be assigned sick leave in the amount of seven hundred twenty (720) hours. After an employee has completed five (5) years of active employment, each employee shall accrue twelve (12) hours sick leave for each month of continued 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 one thousand six hundred eighty (1,680) hours and two thousand four hundred (2,400) hours.

- (5) Any sick leave hours sold back to city will be sold to city at the rate of Eight and 50/100 Dollars (\$8.50) 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) Non-Bargaining Unit Employees
 - (1) Each Non-Bargaining Unit Employee shall receive two and two-tenths percent (2.2%) of the employee's annual base salary as holiday compensation for the following holidays:
 - (i) New Year's Day
 - (ii) Martin Luther King, Jr. Day
 - (iii) Memorial Day
 - (iv) Independence Day

- (v) Labor Day
 - (vi) Veteran's Day
 - (vii) Thanksgiving Day
 - (viii) Day following Thanksgiving Day
 - (ix) Christmas Eve
 - (x) Christmas Day
- (2) Holiday compensation shall be paid the last pay day in November.
 - (3) In the event a Non-Bargaining Unit 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.
 - (4) In the event a Non-Bargaining Unit 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.
- (B) Bargaining Unit Employees will not receive separate holiday compensation. Members may or may not work during a holiday observed by the City of Goshen based on normal scheduling and vacation selection. Therefore, each member's base salary takes these considerations into account.

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 bonus payment for more than 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 after to the employee's 20th 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 (20) 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 Two Hundred Dollars (\$200) to purchase and maintain uniforms.
- (B) The uniform allowance shall be paid 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 Instructor, Seven Hundred Fifty Dollars (\$750).
 - (2) Public Relations and Education, Five Hundred Dollars (\$500).
 - (3) Arson Investigator, Six Hundred Dollars (\$600).
 - (4) EMS Training Instructor, Seven Hundred Fifty Dollars (\$750).
 - (5) 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 Pay

- (A) An employee serving as an active paramedic shall receive a paramedic pay equal to 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 pay set forth in paragraph (A) for the year.
- (C) The paramedic pay will be paid the first pay day in December. In the event the employee drops or loses the paramedic license, the paramedic pay 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.

SECTION 24 Tuition Reimbursement

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

SECTION 25 Local Pension Board Secretary

An employee serving as the secretary to the Local Pension Board shall receive additional compensation of Three Thousand Seven Hundred Seventy Dollars (\$3,770) per year. The additional compensation shall be included in the employee's regular bi-weekly paycheck while serving as secretary to the Local Pension Board.

[Continued next page.]

EXHIBIT A

2024 Base Wages

Fire Chief	\$3,822.48 Bi-weekly
Assistant Fire Chief	\$3,577.38 Bi-weekly
Certified Chief Inspector	\$38.31 per Hour
Chief Inspector	\$35.52 per Hour
Inspector I	\$32.71 per Hour
Inspector II	\$30.87 per Hour

	<u>Annual Base Salary</u>	<u>Base Wage per Hour</u>
Battalion Chief	\$84,398	\$30.62 per Hour
Captain	\$71,832	\$26.06 per Hour
Ambulance Captain	\$71,832	\$26.06 per Hour
Lieutenant	\$68,205	\$24.75 per Hour
Ambulance Lieutenant	\$68,205	\$24.75 per Hour
Sergeant	\$64,397	\$23.37 per Hour
Ambulance Sergeant	\$64,397	\$23.37 per Hour
Private	\$62,780	\$22.78 per Hour
Probationary Private	\$62,780	\$22.78 per Hour

PASSED by the Goshen Common Council on _____, 2023.

Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on _____, 2023, at the hour of _____:_____.m.

Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on _____, 2023.

Gina M. Leichty, Mayor

ORDINANCE 5168

2024 Compensation for Police Department Employees

BE IT ORDAINED, pursuant to Indiana Code § 36-8-3-3(d), the Goshen Common Council approves the 2024 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” 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,
 - (5) Special Police Officer – Investigations & Community Relations, and
 - (6) Secretary.
- (C) For the purposes of this ordinance, when reference is made to “Bargaining Unit Employees”, a “Bargaining Unit Position”, 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,
 - (2) Special Police Officer – Investigations & Community Relations, and
 - (3) Secretary.
- (E) This ordinance does not apply to compensation paid to a Civilian Employee Position 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 and Utilities 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, 2024 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, Special Police Officer – Investigations and Community Relations, and Secretary positions shall be compensated for all hours worked in a seven (7) 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. In the event the regular workday is extended pursuant to the collective bargaining agreement, the reference to nine (9) hours in this paragraph shall be updated to reflect the extended regular workday.
 - (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. In the event the regular workday is extended pursuant to the collective bargaining agreement, the reference to eighty-one (81) hours in this paragraph shall be updated accordingly but in no event shall it be greater than eighty-four (84) hours.

- (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 2024 will have gross wages calculated using the 2024 wage rates even if a portion of the pay period falls in 2023.

SECTION 5 Police Officers' Pension and Disability Fund

Each police officer, excluding a Special Police Officer and Special Police Officer – Investigations & Community Relations, 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 two percent (2%) of the employee's contribution to the pension plan to the extent the contribution is required by Indiana Code § 36-8-8-8.

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

A full-time employee that is expected to average thirty (30) or more hours of compensation per week is eligible for coverage under the city's group health insurance plan and is required to enroll in the plan. The city shall pay eighty percent (80%) (Four Hundred Five and 66/100 Dollars (\$405.66)) and the employee shall pay twenty percent (20%) (One Hundred One and 42/100 Dollars (\$101.42)) toward the cost of the weekly health insurance premium, except the employee's share of cost of the health insurance premium will not exceed the annual Affordable Care Act affordability percentage 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 based on the number of days equal to the number of holidays established by the Common Council under the Compensation Ordinance for Civil City and Utilities Employees, but such number shall not be less than eleven (11) days.

- (1) Holiday compensation for the Police Chief, Assistant Police Chief and Division Chief positions shall be based on the employee's regular daily wage (annual base salary divided by two thousand one hundred six (2,106) multiplied by nine (9)) and multiplied by the number of holidays per calendar year as established pursuant to paragraph (A).
 - (2) Holiday compensation for each employee in a Civilian Employee Position shall be based on the employee's base wage per hour, multiplied by eight (8) hours per holiday, and multiplied by the number of holidays per calendar year as established pursuant to paragraph (A).
 - (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 the number of holidays per calendar year as established pursuant to paragraph (A).
- (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 Longevity Increase

- (A) Each employee shall receive an annual longevity increase in accordance with the following schedule up to a maximum of Five Thousand Four Hundred Dollars (\$5,400). The employee shall continue to receive Five Thousand Four Hundred Dollars (\$5,400) each subsequent year after the employee's twentieth year of employment with the Department.

	<u>Annual Longevity Increase</u>	<u>Annual Total</u>
Year 1	\$200	\$200
Year 2	\$200	\$400
Year 3	\$200	\$600
Year 4	\$200	\$800
Year 5	\$200	\$1,000
Year 6	\$200	\$1,200
Year 7	\$200	\$1,400
Year 8	\$200	\$1,600
Year 9	\$200	\$1,800
Year 10	\$200	\$2,000
Year 11	\$200	\$2,200
Year 12	\$200	\$2,400
Year 13	\$200	\$2,600
Year 14	\$200	\$2,800
Year 15	\$200	\$3,000
Year 16	\$200	\$3,200

Year 17	\$200	\$3,400
Year 18	\$660	\$4,060
Year 19	\$670	\$4,730
Year 20	\$670	\$5,400
Year 21+	\$0	\$5,400

- (B) The annual longevity increase is to be included in the employee's regular biweekly check on a pro rata basis and adjusted annually.

SECTION 13 On-Call Pay

The officer assigned to be on-call as a detective, the officer assigned to be on-call as an evidence technician, and the Secretary assigned to be on-call as an evidence technician will be paid Eleven and 43/100 Dollars (\$11.43) per day as on-call pay.

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 and Special Police Officer – Investigations & Community Relations, 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 new employee meeting the eligibility prerequisites set forth in the collective bargaining agreement between the City of Goshen and Elkhart FOP Lodge 52, Inc. before beginning employment as a police officer with the Goshen Police Department is eligible to receive a hiring bonus. The prospective employee must enter an agreement with the City of Goshen consistent with the terms of the collective bargaining agreement, unless the eligibility prerequisites set forth in the collective bargaining agreement are formally waived by the Elkhart FOP Lodge 52, Inc. 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.

SECTION 29 Local Pension Board Secretary

An employee serving as the secretary to the Local Pension Board shall receive additional compensation of Three Thousand Seven Hundred Seventy Dollars (\$3,770) per year. The additional compensation shall be included in the employee's regular bi-weekly paycheck while serving as secretary to the Local Pension Board.

EXHIBIT A
2024 Base Wages

POLICE OFFICERS

	<u>Annual Base Salary</u>	<u>Bi-Weekly Salary</u>
Police Chief		\$3,737.08
Assistant Police Chief		\$3,538.77
Division Chief		\$3,376.82
	<u>Annual Base Salary</u>	<u>Base Wage per Hour</u>
Captain	\$77,557	\$36.83
Lieutenant	\$72,519	\$34.43
School Resource Officer	\$72,519	\$34.43
Detective	\$72,519	\$34.43
Sergeant	\$70,471	\$33.46
Patrol Officer	\$68,045	\$32.31
Probationary Patrol Officer	\$60,386	\$28.67

CIVILIAN EMPLOYEES

	<u>Base Wage per Hour</u>
Special Police Officer	\$26.97
Special Police Officer – Investigations & Community Relations	\$27.51
Secretary	\$24.11

PASSED by the Goshen Common Council on _____, 2023.

Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on _____, 2023, at the hour of _____:_____ .m.

Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on _____, 2023.

Gina M. Leichty, Mayor

ORDINANCE 5169

Authorization to Appoint Police Reserve Officers and Payment of Compensation in 2024

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

NOW, THEREFORE, BE IT ORDAINED by the Goshen Common Council the following:

SECTION 1 Police Reserve Officers

Pursuant to Indiana Code § 36-8-3-20(b), the Goshen Board of Public Works and Safety is authorized to appoint up to ten (10) Police Reserve Officers to be utilized by the Goshen Police Department.

SECTION 2 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 3 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 4 Duty-Related Illness or Injury

- (A) Pursuant to Indiana Code § 36-8-3-20(l), 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(l), 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 _____, 2023.

Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on _____, 2023, at the hour of _____:_____.m.

Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on _____, 2023.

Gina M. Leichty, Mayor

ORDINANCE 5166

2024 Compensation for Civil City and Utilities Employees

BE IT ORDAINED, pursuant to Indiana Code § 36-4-7-3, the Goshen Common Council approves the 2024 minimum and maximum compensation, including wages and benefits, as fixed by the Mayor for the Civil City and Utilities employees as follows:

SECTION 1 Application of Ordinance

- (A) This ordinance applies to the appointive officers, deputies and other employees of the Civil City of Goshen, the Goshen Water and Sewer Utilities, and the Goshen Stormwater Utility. This ordinance also applies to certain civilian positions of the Goshen Police Department and civilian positions of the Goshen Fire Department.
- (B) 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 a collective bargaining agreement, this reference shall apply to employees in the positions represented by the Teamsters Local Union No. 364.
- (C) This ordinance does not apply to compensation paid to elected officials, sworn members of the Goshen Fire Department, sworn members of the Goshen Police Department, and certain civilian positions of the Goshen Police Department.

SECTION 2 Positions, Classifications, Grades and Wages

- (A) Positions, Classifications and Grades. Exhibit A, 2024 Positions, Classifications and Grades, sets forth all positions covered by this ordinance. The Exhibit also sets forth the position’s classification under the City’s Hours of Work and Compensation Policy, and the assigned grade for the position or reference to another Exhibit.
- (B) Wages for All Grades. Exhibit B, 2024 Wages for All Grades, sets forth the wages fixed for each assigned grade. Exhibit B applies to all positions except Bargaining Unit Positions, ungraded positions, and certain temporary, intermittent or seasonal positions.
 - (1) Each grade has established a minimum, a midpoint, and a maximum level of pay described as follows:
 - (i) Minimum. The minimum is the level of pay established for a position at the assigned grade for an inexperienced employee that meets the City’s minimum qualifications for the position.
 - (ii) Midpoint. The midpoint is the level of pay established for a position at the assigned grade for an experienced employee that meets the City’s performance expectations for the position under normal supervision.
 - (iii) Maximum. The maximum is the level of pay established for a position at the assigned grade for an employee that performs duties well beyond those required

for the position at the highest possible efficiency and/or for an employee who has qualifications that well exceed the City's requirements for the position.

Each employee will be paid not less than the minimum wage and not more than the maximum wage for the position's assigned grade. A new employee will receive not less than the minimum wage for the position's assigned grade, but may receive more than the minimum wage depending on the employee's qualifications and/or market conditions.

- (2) Under the guidance and review of the Human Resources Manager, subject to the final approval of the Mayor, a department head may establish the level of pay for an employee in position within their department or office that is not covered by a collective bargaining agreement, which pay shall be within the minimum and the maximum wage range as set forth in Exhibit B for the position's assigned grade. The department head shall take into consideration an employee's qualifications, an employee's job performance, the position's duties and responsibilities, market conditions, and/or department budget.
 - (3) An elected official will establish the pay for the elected official's direct appointments which will be within the minimum and the maximum wage range as set forth in Exhibit B for the position's assigned grade. The elected official shall take into consideration an appointee's qualifications, an appointee's job performance, the position's duties and responsibilities, market conditions, and/or department budget.
- (C) Wages for Teamsters Employees. Exhibit C, 2024 Wages for Teamsters Employees, sets forth the hourly wages fixed for the Bargaining Unit Positions based on the employee's length of service. The Teamsters positions are also indicated by an "Ex C" in the 2024 Positions, Classifications and Grades table set forth in Exhibit A.
- (D) Wages for Ungraded Positions. Exhibit D, 2024 Wages for Ungraded Positions, sets forth the maximum wages fixed for ungraded positions. The ungraded positions are also indicated by an "Ex D" in the 2024 Positions, Classifications and Grades table set forth in Exhibit A.
- (E) Temporary, Intermittent, or Seasonal Positions. A department head, under the guidance and review of the Human Resources Manager, may establish a temporary, intermittent, or seasonal position as further described below to meet workload requirements provided the position is scheduled to work less than one thousand forty (1,040) hours each year.
- (1) Temporary Position. A temporary position is a position lasting less than twelve (12) months to fill in for an absent employee, fill a short-term position, or to complete a specific assignment or project.
 - (2) Intermittent Position. An intermittent position is a position in which the nature of the work is sporadic and unpredictable and without a regularly recurring work schedule.
 - (3) Seasonal Position. A seasonal position is a position in which the nature of the work is in annually recurring periods of less than six (6) months each year.

The wage for a temporary, intermittent, or seasonal position shall be based on either the same grade as a regular position as set forth in Exhibit B, 2024 Wages for All Grades, or in accordance with the position and classification set forth in Exhibit E, 2024 Wages for Certain Temporary, Intermittent, or Seasonal Positions. A temporary, intermittent, or seasonal position is not eligible to receive any employment benefit.

(F) Intern Positions. A department head, under the guidance and review of the Human Resources Manager, may establish an intern position for a fixed duration to provide an individual with experience in a particular occupation or field of study under the close and constant supervision of a regular employee. The internship experience is for the benefit of the intern, and the intern shall not displace an employee in a regular position. An intern shall be a voluntary position, serve without compensation, and shall not be considered in an employment relationship with the City.

(G) Compensation.

- (1) Employees in a position that is not covered by a collective bargaining agreement and the position is classified as non-covered, eligible; non-covered, ineligible; or covered, exempt, shall be compensated on a salary basis and in accordance with the City's Hours of Work and Compensation Policy.
- (2) Employees in a position that is not covered by a collective bargaining agreement and the position is classified as covered, non-exempt or covered, exempt-recreational, shall be compensated for all hours worked in a work period in accordance with the City's Hours of Work and Compensation Policy.
- (3) Employees in a Bargaining Unit Position are classified as covered, non-exempt, and shall be compensated for all hours worked in a work period in accordance with the terms of the collective bargaining agreement.

(H) Compensatory Time.

- (1) An employee, excluding an employee in a position classified as non-covered, ineligible or covered, recreational exempt, may receive compensatory time off at the rate of one and one-half (1½) hours compensatory time off for each one (1) hour of overtime worked.
- (2) Upon leaving City employment, or upon transferring to a position classified as non-covered, ineligible or covered, recreational exempt, an employee will be compensated for all unused compensatory time based on the higher rate of:
 - (i) The average regular rate received by the employee during the last three (3) years employment with the City; or
 - (ii) The final regular rate received by the employee.
- (3) Payment of unused compensatory time to a salaried employee shall be based on the employee's bi-weekly salary divided by eighty (80) hours.

SECTION 3 Payment of Wages

- (A) The City shall issue paychecks, at a minimum, on a bi-weekly basis.
- (B) Paychecks issued in 2024 will have gross wages calculated using the 2024 wage rates even if a portion of the pay period falls in 2023.
- (C) The wages due to a salaried employee who commences or leaves City employment in the middle of a pay period shall be prorated based on the number of scheduled days worked during that pay period.

SECTION 4 Public Employees' Retirement Fund

Each employee in a position scheduled to work at least one thousand five hundred sixty (1,560) hours each year is eligible to participate in the Public Employees' Retirement Fund (PERF). The City shall pay both the employer's contributions and employee's mandatory contributions to the PERF.

SECTION 5 Health Insurance

A full-time employee that is expected to average thirty (30) or more hours of compensation per week, and the position of Planning and Zoning Attorney, is eligible for coverage under the city's group health insurance plan and is required to enroll in the plan. The City shall pay eighty percent (80%) (Four Hundred Five and 66/100 Dollars (\$405.66)) and the employee shall pay twenty percent (20%) (One Hundred One and 42/100 Dollars (\$101.42)) toward the cost of the weekly health insurance premium, except the employee's share of cost of the health insurance premium will not exceed the annual Affordable Care Act affordability percentage of the employee's annual household income.

SECTION 6 Vacation Leave

- (A) Each employee in a position scheduled to work at least two thousand eighty (2,080) hours each year shall receive the following vacation leave beginning sixty (60) days after the employee's first day of employment, and on the anniversary dates of the employee's first day of employment, unless a higher amount is established by an agreement between City and the employee at the time the employee is hired:
- (1) Upon hire, the employee shall receive forty (40) hours of vacation leave that the employee may use only after the employee has been employed sixty (60) consecutive days.
 - (2) Upon completion of one (1) year of continuous service to the City (the employee's first anniversary date), the employee shall receive forty (40) hours of vacation leave that the employee may use during the employee's second (2nd) year of employment.
 - (3) Upon completion of two (2) years, three (3) years, and four (4) years of continuous service to the City (the employee's second, third and fourth anniversary dates), the employee shall receive eighty (80) hours of vacation leave that the employee may use during the employee's third (3rd), fourth (4th), and fifth (5th) years of employment, respectively.
 - (4) Upon completion of five (5) years, six (6) years, seven (7) years, eight (8) years, and nine (9) years of continuous service to the City (the employee's fifth, sixth, seventh, eighth and ninth anniversary dates), the employee shall receive one hundred twenty (120) hours of vacation leave that the employee may use during the employee's sixth (6th), seventh (7th), eighth (8th), ninth (9th), and tenth (10th) years of employment, respectively.
 - (5) Upon completion of ten (10) years of continuous service to the City (the employee's tenth and each subsequent anniversary date), the employee shall receive one hundred sixty (160) hours of vacation leave that the employee may use during the employee's eleventh (11th) year of employment. The employee shall continue to receive one hundred sixty (160) hours of vacation leave on each subsequent anniversary date of the employee's first day of employment.
- (B) Each employee in a position scheduled to work at least one thousand forty (1,040) hours each year but less than two thousand eighty (2,080) hours each year shall receive the following vacation leave

beginning sixty (60) days after the employee's first day of employment, and on the anniversary dates of the employee's first day of employment, unless a higher amount is established by an agreement between City and the employee at the time the employee is hired:

- (1) One-half (1/2) the hours of vacation leave an employee in a position scheduled to work at least two thousand eighty (2,080) hours each year would be entitled under paragraph (A)(1) through (5) above.
 - (2) An employee hired prior to January 1, 2023 shall receive vacation leave based on the greater of either one-half (1/2) the hours of vacation leave an employee in a position scheduled to work at least two thousand eighty (2,080) hours each year as set forth in paragraph (A)(2) through (5) above, or based on the hours of vacation leave as set forth in paragraph (A)(2) through (5) and prorated based on the number of hours worked by the employee the previous anniversary year divided by two thousand eighty (2,080) hours. The vacation leave received pursuant to this paragraph (B)(2) shall expire December 31, 2024.
- (C) Upon termination of employment, an employee who has worked for the City for at least one hundred eighty (180) days shall receive payment for all unused vacation leave and all vacation leave accrued since the last anniversary date of the employee's first day of employment (as determined under paragraph (D) below), if:
- (1) The employee gives the City a minimum two (2) week written notice of the employee's intent to terminate employment and the employee is in good standing with the City at the time of termination;
 - (2) The employee is terminated by the City and the employee is in good standing with the City at the time of termination; or
 - (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) For the purposes of paragraph (C) above, an employee's vacation leave accrued since the last anniversary date of the employee's first day of employment shall be calculated as follows:
- (1) An employee in a position scheduled to work at least two thousand eighty (2,080) hours each year will receive payment for sixteen (16) hours vacation leave accrued (or eight (8) hours vacation leave accrued if the employee has less than two (2) years of continuous service with the City) for every ten (10) weeks of employment since the last anniversary date of the employee's first day of employment with the City. This payment will only be made in sixteen (16) hour increments (or eight (8) hour increments if the employee has less than two (2) years of continuous service with the City) and will not be prorated based on a partial ten (10) week period. The payment of sixteen (16) hours of vacation leave accrued for every ten (10) weeks of employment also applies to an employee with five (5) or more years of continuous service.
 - (2) An employee in a position scheduled to work at least one thousand forty (1,040) hours each year but less than two thousand eighty (2,080) hours each year will receive payment for eight (8) hours vacation leave accrued (or four (4) hours vacation leave accrued if the employee has less than two (2) years continuous service with the City) for every ten (10) weeks of employment since the last anniversary date of the employee's first day of

employment. This payment will only be made in eight (8) hour increments (or four (4) hour increments if the employee has less than two (2) years of continuous service with the City) and will not be prorated based on a partial ten (10) week period. The payment of eight (8) hours of vacation leave accrued for every ten (10) weeks of employment also applies to an employee with five (5) or more years of continuous service.

- (E) Vacation leave shall be paid at the employee's current wage rate. Payment of unused vacation leave and vacation leave accrued since the last anniversary date of the employee's first day of employment upon termination under paragraph (D) above to a salaried employee shall be based on the employee's bi-weekly salary divided by eighty (80) hours.

SECTION 7 Sick Leave

- (A) Each employee in a position scheduled to work at least two thousand eighty (2,080) hours each year shall receive twenty-four (24) hours of sick leave upon hire, and earn six (6) hours of sick leave on the first (1st) day of each month, starting on the first (1st) day of the month after the employee has completed at least thirty (30) days of service to the City.
- (B) Each employee in a position scheduled to work at least one thousand five hundred sixty (1,560) hours each year but less than two thousand eighty (2,080) hours each year shall receive twelve (12) hours of sick leave upon hire, and earn three (3) hours of sick leave on the first (1st) day of each month, starting on the first (1st) day of the month after the employee has completed at least thirty (30) days of service to the City.
- (C) An employee who has accumulated two hundred forty (240) hours of sick leave may sell up to thirty-two (32) hours of sick leave back to City during January of each year at the rate of Seventeen and 50/100 Dollars (\$17.50) per hour provided the sell back does not reduce the employee's accumulated sick leave to less than two hundred forty (240) hours.
- (D) An employee who has completed more than ten (10) years employment with the City will be paid for unused sick leave in excess of four hundred eighty (480) hours up to a maximum of two hundred forty (240) hours upon termination of employment if:
 - (1) The employee gives the City a minimum two (2) week written notice of the intent to terminate employment with the City and the employee is in good standing with the City at the time of termination;
 - (2) The employee is terminated by the City and the employee is in good standing with the City at the time of termination; or
 - (3) The termination is due to a health condition of the employee making it impracticable for the employee to perform the duties or the termination is due to the death of the employee.
- (E) Except as provided by paragraph (C) above, sick leave shall be paid at the employee's current wage rate. Payment of unused sick leave hours upon termination under paragraph (D) above to a salaried employee shall be based on the employee's bi-weekly salary divided by eighty (80) hours.

SECTION 8 Holidays

- (A) The City shall observe the following holidays:
- (1) New Year's Day (January 1) – observed Monday, January 1, 2024
 - (2) Martin Luther King, Jr.'s Birthday (Third Monday in January) – observed Monday, January 15, 2024
 - (3) Good Friday – observed Friday, March 29, 2024
 - (4) Primary Election Day (first Tuesday after the first Monday in May of each year in which a general election is held) – observed Tuesday, May 7, 2024
 - (5) Memorial Day (Last Monday in May) – observed Monday, May 27, 2024
 - (6) Juneteenth National Independence Day (June 19) – observed Wednesday, June 19, 2024
 - (7) Independence Day (July 4) – observed Thursday, July 4, 2024
 - (8) Labor Day (First Monday in September) – observed Monday, September 2, 2024
 - (9) Indigenous Peoples' Day/Columbus Day (Second Monday in October) – observed Monday, October 14, 2024
 - (10) General Election Day (first Tuesday after the first Monday in November of each even-numbered year) – observed Tuesday, November 5, 2024
 - (11) Veterans Day (November 11) – observed Monday, November 11, 2024
 - (12) Thanksgiving Holiday (Fourth Thursday in November and following Friday) – observed Thursday and Friday, November 28 and 29, 2024
 - (13) Christmas Holiday (December 24 and December 25) – observed Tuesday and Wednesday, December 24 and 25, 2024
- (B) After thirty (30) days of employment, each employee in a position scheduled to work at least one thousand five hundred sixty (1,560) hours each year and paid on an hourly basis shall receive holiday pay based on the employee's current wage rate and the number of hours the employee would otherwise have been regularly scheduled to work on that holiday.
- (C) Each employee in a position scheduled to work at least one thousand five hundred sixty (1,560) hours each year and paid on an hourly basis who is required to work on a holiday shall receive one and one-half (1½) times the employee's regular rate per hour for all hours worked in addition to the holiday pay. For the purposes of this paragraph, the employee must work the actual holiday which may not necessarily be the date observed by the City.
- (D) Each employee in a position scheduled to work at least one thousand five hundred sixty (1,560) hours each year and paid on a salary basis shall not have their salary reduced in weeks in which a holiday is observed.

SECTION 9 Floating Holidays

- (A) Each employee in a position scheduled to work at least one thousand five hundred sixty (1,560) hours each year who is employed with the City on January 1 or who commences employment with the City on the first work day following January 1 is entitled to paid floating holidays each calendar year as follows:
 - (1) Each employee in a position scheduled to work at least two thousand eighty (2,080) hours each year shall receive forty (40) hours paid floating holidays.
 - (2) Each employee in a position scheduled to work at least one thousand five hundred sixty (1,560) hours each year but less than two thousand eighty (2,080) hours each year shall receive thirty (30) hours paid floating holidays.
- (B) Each employee in a position scheduled to work at least one thousand five hundred sixty (1,560) hours each year who commences employment with the City after the first work day following January 1 but before July 1 is entitled to paid floating holidays in the first partial year of employment ending December 31 as follows:
 - (1) Each employee in a position scheduled to work at least two thousand eighty (2,080) hours each year shall receive sixteen (16) hours paid floating holidays.
 - (2) Each employee in a position scheduled to work at least one thousand five hundred sixty (1,560) hours each year but less than two thousand eighty (2,080) hours each year shall receive twelve (12) hours paid floating holidays.
- (C) Each employee in a position scheduled to work at least one thousand five hundred sixty (1,560) hours each year who commences employment with the City on or after July 1 is not entitled to any floating holidays in the first partial year of employment ending December 31.
- (D) Employees may not accumulate floating holidays from year to year.
- (E) Unused floating holidays will not be paid to an employee upon termination of employment.
- (F) Floating holidays shall be paid at the employee's current wage rate.

SECTION 10 Increment Pay

- (A) Except for an employee in a position excluded under paragraph (G) below, each eligible employee who has completed at least one (1) year of continuous service to the City shall receive an annual increment pay bonus payable at the end of the calendar year or at the time of termination of employment with the City.
- (B) An employee shall earn one (1) year toward increment pay for each continuous calendar year of employment commencing January 1 following the employee's date of employment. The employee shall earn an additional year toward increment pay each succeeding January 1.
- (C) Notwithstanding paragraph (B) above, an employee who commences employment on January 1 or the first work day following January 1 shall be entitled to the annual increment pay bonus at the end of the calendar year in which the employee commenced employment provided the employee

is still employed with the City at the time of payment. Should the employee terminate employment during the first year of service, then the employee is not entitled to receive an increment pay bonus.

- (D) Each employee in a position scheduled to work at least two thousand eighty (2,080) hours each year, excluding an employee in a Bargaining Unit Position, shall receive an annual increment pay bonus of One Hundred Dollars (\$100) per calendar year of continuous service, up to a maximum of One Thousand Seven Hundred Dollars (\$1,700) per year. Each employee in a Bargaining Unit Position shall receive an annual increment pay bonus of One Hundred Dollars (\$100) per calendar year of continuous service, up to a maximum of Two Thousand Dollars (\$2,000) per year.
- (E) Each employee in a position scheduled to work at least one thousand forty (1,040) hours each year but less than two thousand eighty (2,080) hours each year shall receive an annual increment pay bonus as follows:
 - (1) One-half (1/2) the increment pay bonus an employee in a position scheduled to work at least two thousand eighty (2,080) hours each year would be entitled to under paragraph (D) above.
 - (2) An employee hired prior to January 1, 2023 shall receive the annual increment pay bonus based on the greater of either one-half (1/2) of the increment pay bonus of an employee in a position scheduled to work at least two thousand eighty (2,080) hours each year would be entitled under paragraph (D) above, or based on the amount of increment pay under paragraph (D) above and prorated based on the number of hours worked by the employee the previous calendar year divided by the two thousand eighty (2,080) hours. The annual increment pay bonus received pursuant to this paragraph (E)(2) shall expire December 31, 2024.
- (F) Upon termination of employment, increment pay will be paid to an employee based on the number of calendar years of continuous service to the City as of January 1 of the current calendar year if:
 - (1) The employee gives the City a minimum two (2) week written notice of the employee's intent to terminate employment and the employee is in good standing with the City at the time of termination;
 - (2) The employee is terminated by the City and the employee is in good standing with the City at the time of termination; or
 - (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.
- (G) This section does not apply to an employee in the position(s) of:
 - (1) Planning and Zoning Attorney; and
 - (2) Probation Officer. (The structure of the salary schedule for Probation Officers adopted by the Judicial Conference of Indiana provides additional compensation based on years of service.)

SECTION 11 Longevity Bonus

- (A) This section applies to each employee in a position scheduled to work at least two thousand eighty (2,080) hours each year and who commenced employment with the City in the position before January 1, 1990, except for the Planning and Zoning Attorney.
- (B) Each qualifying employee who has attained at least twenty (20) years of continuous employment shall receive an annual longevity bonus of Two Thousand Dollars (\$2,000) payable at the end of the calendar year or at the time of termination of employment with the City.
- (C) A qualifying employee who has attained their twentieth year of 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 if:
 - (1) The employee gives the City a minimum two (2) week written notice of the employee's intent to terminate employment with the City and the employee is in good standing with the City at the time of termination;
 - (2) The employee is terminated in the by the City and the employee is in good standing with the City at the time of termination; or
 - (3) The termination is due to a health condition of the employee making it impracticable for the employee to perform the duties or the termination is due to the death of the employee.

SECTION 12 Funeral Leave

Each employee in a position scheduled to work at least one thousand forty (1,040) hours each year is entitled to paid funeral leave in accordance with the current City policy or in accordance with the terms of the collective bargaining agreement for Bargaining Unit Employees.

SECTION 13 Court Duties

Each employee in a position scheduled to work at least one thousand forty (1,040) hours each year is entitled to court duty pay for either serving as a juror or being subpoenaed as a witness in a legally-constituted court in accordance with the current City policy or in accordance with the terms of the collective bargaining agreement for Bargaining Unit Employees.

SECTION 14 Declared Emergency Paid Leave

An employee, excluding a seasonal employee, that is unable to work due and ordered to stay home due to a declared national emergency, declared state disaster emergency, or a declared local disaster emergency affecting the City of Goshen is entitled to declared emergency paid leave in accordance with current City policy. The declared emergency paid leave shall be paid at the rate of three-quarters (3/4) of an employee's regular rate of pay for the hours allocated.

SECTION 15 Clothing/Work Boot/Physical Fitness Allowance

- (A) Each employee in a position scheduled to work at least one thousand forty (1,040) hours each year who has completed at least six (6) months of continuous employment with the City, is not a

bargaining unit employee, and is not otherwise provided uniforms by the City is eligible to receive a clothing/work boot/physical fitness allowance in accordance with current City policy.

- (B) Each eligible employee in a position scheduled to work at least one thousand five hundred sixty (1,560) hours each year may be reimbursed up to One Hundred Dollars (\$100) per calendar year as a clothing/work boot/physical fitness allowance.
- (C) Each eligible employee in a position scheduled to work at least one thousand forty (1,040) hours each year but less than one thousand five hundred sixty (1,560) hours each year may be reimbursed up to Fifty Dollars (\$50) per calendar year as a clothing/work boot/physical fitness allowance.

SECTION 16 Tool/Work Shoe/Inclement Weather Gear Allowance

- (A) Each employee in a position set forth in paragraph (B) below is eligible to receive a tool/work shoe/inclement weather gear allowance. The employee may be reimbursed up to Three Hundred Fifty Dollars (\$350) per year for the purchase of tools, work shoes, and/or inclement weather gear to be used in their employment. The reimbursement shall be processed in the same manner as the clothing/work boot/physical fitness allowance.
- (B) Positions eligible to receive the tool/work shoe/inclement weather gear allowance include:
 - (1) Central Garage - Fleet Maintenance Manager
 - (2) Central Garage - Assistant Fleet Maintenance Manager
 - (3) Parks and Recreation Department - Park Maintenance Development Director
 - (4) Street Department - Street Commissioner
 - (5) Street Department - Assistant Street Commissioner
 - (6) Street Department – Foreman
 - (7) Water and Sewer Departments - Utilities Superintendent
 - (8) Water and Sewer Departments - Wastewater Superintendent
 - (9) Water and Sewer Departments - Environmental Compliance Administrator
 - (10) Water and Sewer Departments - Maintenance Manager
 - (11) Water and Sewer Departments - Assistant Maintenance Manager
 - (12) Water and Sewer Departments - Water and Sewer Superintendent
 - (13) Water and Sewer Departments - Water Quality Manager
 - (14) Water and Sewer Departments - Construction/Distribution Supervisor

SECTION 17 CPA License Pay

An individual appointed as First Deputy in the Clerk-Treasurer's Office that possesses and maintains an Indiana Certified Public Accountant License shall receive additional compensation of Five Thousand Dollars (\$5,000) per year. The CPA license pay shall be included in the employee's regular bi-weekly paycheck.

SECTION 18 State Certification Bonus

- (A) Each employee of the Water and Sewer Utilities that is scheduled to work at least one thousand five hundred sixty (1,560) hours each year and is not a bargaining unit employee is eligible to receive Two Hundred Dollars (\$200) for each water treatment license, wastewater treatment license, water distribution license, sewer collection license or industrial certification license received through the State of Indiana if the license is required for the performance of the employee's position.
- (B) A Utilities Department or Wastewater Treatment Department bargaining unit employee is eligible to receive Two Hundred Dollars (\$200) for each wastewater treatment plant operator certificate or water plant operator license received which is above and beyond the City's job description training requirements. Provided the employee passes the certification test, the City will pay for the cost of the test and the cost of the periodic renewal of the certification.

SECTION 19 ASE Certification Bonus

- (A) This section applies to the positions of Central Garage Fleet Maintenance Manager and Central Garage Assistant Fleet Maintenance Manager.
- (B) Each employee is eligible to receive an annual bonus of Four Hundred Dollars (\$400) for each approved ASE certification test passed, and provided the ASE certification is current, up to a maximum of One Thousand Two Hundred Dollars (\$1,200) annually. The ASE certification bonus shall be included in the employee's regular bi-weekly paycheck.
- (C) The ASE certification test must be within one of the following disciplines:
 - (1) Automobile/Light Truck Certification (A Series)
 - (2) Medium/Heavy Duty Truck Certification (T Series)
 - (3) Truck Equipment Certification (E Series)
 - (4) Electronic Diesel Engine Diagnosis Specialist Certification (L2)
- (D) In addition, the City shall reimburse each employee passing the certification tests required to obtain the Master Automotive Certification or Master Heavy Truck Certification the cost of the test registration and test fee up to a maximum of One Hundred Thirty-five Dollars (\$135) per test.

SECTION 20 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.

SECTION 21 Civilian Police Chief and Civilian Fire Chief

- (A) The Mayor may appoint a person that meets the requirements of Indiana Code §§ 36-8-4-1 through 36-8-4-12 to fill the position of Civilian Police Chief instead of the position of Police Chief described in the current ordinance for Compensation for Police Department Employees in Section 1, paragraph (B)(1) and Exhibit A of that ordinance.
- (B) The Mayor may appoint a person that meets the requirements of Indiana Code §§ 36-8-4-1 through 36-8-4-12 to fill the position of Civilian Fire Chief instead of the position of Fire Chief described in the current ordinance for Compensation for Fire Department Employees in Section 1, paragraph (B)(1) and Exhibit A of that ordinance.
- (C) The positions of Civilian Police Chief and Civilian Fire Chief shall be eligible to participate in PERF, and receive health insurance, vacation leave, sick leave, holidays, floating holidays, increment pay, longevity bonus, funeral leave, court duties, clothing/work boot/physical fitness allowance, and cell phone stipend as provided in this ordinance. For calculation of fringe benefits, excluding PERF, all time spent as a police officer or firefighter for the City of Goshen will count as years of service when applying the terms of benefits under this ordinance.

SECTION 22 Collective Bargaining Agreement Provisions

The following additional compensation applies specifically to bargaining unit positions. The additional compensation will be paid to the Bargaining Unit Employee in accordance with the terms of the collective bargaining agreement. In the event the terms of the collective bargaining agreement between the City of Goshen and Teamsters Local Union No. 364 are 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.

- (A) Overtime.
 - (1) Overtime Compensation.
 - (i) A Street Department Bargaining Unit Employee shall receive overtime compensation equal to one and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours a work day, and one and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of forty (40) hours a work week.
 - (ii) A Bargaining Unit Employee, excluding a Street Department Bargaining Unit Employee, shall receive overtime compensation equal to the greater of one and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of ten (10) hours a work day, or one and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of forty (40) hours a work week.

- (2) Compensatory Time.
- (i) In lieu of overtime compensation, a Bargaining Unit Employee may request to receive compensatory time at the rate of one and one-half (1½) hours for every hour worked exceeding forty (40) hours in a work week up to a maximum of two hundred forty (240) hours.
 - (ii) An employee may sell up to forty (40) hours of accrued compensatory time back to the City. The employee will be paid for compensatory time at the rate of pay received by the employee at the time the employee requests to sell back the compensatory time.
- (B) Call-In Pay. A Bargaining Unit Employee shall receive call-in pay equal to the greater of the pay to which the employee is entitled for the hours worked at the applicable regular or overtime hourly rate; or a minimum of three (3) hours of pay at the employee's regular hourly rate.
- (C) Shift Differential.
- (1) A Bargaining Unit Employee shall receive a shift differential of Thirty-five Cents (\$0.35) per hour.
 - (2) A Utilities Department Bargaining Unit Employee who is scheduled to work outside of their regular scheduled shift to flush hydrants shall receive Forty-five Cents (\$0.45) per hour in addition to the shift differential pay provided in paragraph (C)(1) above.
- (D) Holidays. Each Bargaining Unit Employee shall have holidays each calendar year as established by the Common Council in this ordinance. Each employee working a full year shall have at least twelve (12) holidays in a given year. If the Common Council recognizes less than twelve (12) holidays in a given year, then each Bargaining Unit Employee shall have floating holidays to the extent that the sum of the holidays established by the Common Council, plus the floating holidays equal twelve (12). If an employee is hired mid-year, the employees shall have the holidays remaining in the calendar year.
- (E) Uniforms. The City shall provide and maintain uniforms for Bargaining Unit Employees.
- (F) Substitution Pay. A Bargaining Unit Employee filling in the roll of an absent employee in a higher job classification for one (1) day or longer shall receive pay of the higher job classification.
- (G) Work Shoe/Inclement Weather Gear Allowance. A Bargaining Unit Employee shall receive up to Four Hundred Dollars (\$400) in reimbursement toward the cost to purchase or repair work shoes or inclement weather gear.
- (H) Commercial Driver's License (CDL).
- (1) The City will pay the cost of a basic physical required by state or federal regulations for a Bargaining Unit Employee to maintain his or her CDL if the physical is provided by a physician designated by the City. Alternatively, if the employee chooses to have the required physical provided by his or her own physician, the City will pay an amount not

exceeding the amount the City would have paid if the physical was provided by a physician designated by the City.

- (2) The City will pay the cost of the CDL renewal or upgrade for a Bargaining Unit Employee.
 - (3) An employee assigned by a Department Head to train fellow employees in obtaining their CDL shall receive Two and 00/100 Dollars (\$2.00) per hour for all hours spent in such training.
- (I) Vaccinations. The City will pay the cost for a Parks and Recreation Department Bargaining Unit Employee to receive a hepatitis B vaccination.
- (J) CPO and CPSI Certifications. A Parks and Recreation Department Bargaining Unit Employee who obtains both the Certified Pool & Spa Operator (CPO) and Certified Playground Safety Inspector (CPSI) certifications shall receive a total of Two Hundred and 00/100 Dollars (\$200.00) per year.
- (K) On-Call Pay. A Utilities Department or Wastewater Treatment Department Bargaining Unit Employee designated to take home a laptop computer and a communication device in order to respond to warning signals from the wastewater treatment facility shall receive on-call pay in the amount of Ten Dollars (\$10) if on a day the Bargaining Unit Employee is scheduled to work, and Fifteen Dollars (\$15) if on a day the Bargaining Unit Employee is not scheduled to work.
- (L) Mechanic Tool Insurance. A Central Garage Bargaining Unit Employee will be reimbursed for insurance covering theft and fire damage of mechanic-owned tools, or the City will pay the employee's insurance company directly upon presentation of an invoice.
- (M) Mechanic Tool Allowance.
- (1) A Central Garage Bargaining Unit Employee may use all or any portion of the work shoe/inclement weather gear allowance toward the cost to purchase tools to be used in their employment. In addition to applying all or a portion of the work shoe/inclement weather gear allowance, a mechanic shall receive Seven Hundred Fifty and 00/100 Dollars (\$750.00) to purchase tools to be used in their employment.
 - (2) A mechanic who holds a Master Automotive Certification or Master Heavy Truck Certification shall receive Eight Hundred Fifty and 00/100 Dollars (\$850.00) to purchase tools to be used in their employment.
- (N) ASE Certification.
- (1) A Central Garage Bargaining Unit Employee shall receive an annual Four Hundred Dollars (\$400) certification bonus, up to a maximum of One Thousand Two Hundred Dollars (\$1,200), for each approved ASE certification test the employee has passed, and provided the certification is kept current.
 - (2) A Central Garage Bargaining Unit Employee who passes the certification tests required to obtain the Master Automotive Certification or Master Heavy Truck Certification shall be reimbursed the cost of the test registration and the test fee up to a maximum of One Hundred Thirty-five Dollars (\$135) per test. If there is no testing option except during normal work hours, any mechanic will be given time off to take the test with pay.

SECTION 23 Share of Cost for Wages and Benefits

The cost of wages and employment benefits of certain positions are paid from more than one fund or budget. 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 are set forth in Exhibit A under the position title. The Department or Office shall determine on an annual basis which employees in that position are to be paid from more than one budget or fund based on the percentage share of cost as set forth in Exhibit A. A Department or Office may pay other employees with the same position title entirely from one fund or budget.

[Continued next page.]

PASSED by the Goshen Common Council on _____, 2023.

Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on _____, 2023, at the hour of _____:_____.m.

Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on _____, 2023.

Gina M. Leichty, Mayor

EXHIBIT A
2024 Positions, Classifications and Grades

Department/Office	Position	Classification	Grade
Aviation	Airport Manager	Covered, Exempt (Salary)	Ex D
Building	Building Commissioner	Non-Covered, Ineligible (Salary)	19
Building	Assistant Building Commissioner	Covered, Non-Exempt (Hourly)	14
Building	Code Compliance Officer I	Covered, Non-Exempt (Hourly)	12
Building	Code Compliance Officer II 50% Civil City/50% Residential Lease Fee Fund	Covered, Non-Exempt (Hourly)	10
Building	Office Assistant I	Covered, Non-Exempt (Hourly)	7
Building	Office Assistant II	Covered, Non-Exempt (Hourly)	6
Cemetery	Cemeteries Director	Non-Covered, Ineligible (Salary)	14
Cemetery	Assistant Cemeteries Director	Covered, Non-Exempt (Hourly)	8
Central Garage	Fleet Maintenance Manager 50% Civil City/50% Water & Sewer Utilities	Non-Covered, Ineligible (Salary)	19
Central Garage	Assistant Fleet Maintenance Manager 80% Civil City/20% Water & Sewer Utilities	Covered, Non-Exempt (Hourly)	13
Central Garage	Mechanic	Covered, Non-Exempt (Hourly)	Ex C
Central Garage	Mechanic Assistant	Covered, Non-Exempt (Hourly)	Ex C
Central Garage	Office Assistant III	Covered, Non-Exempt (Hourly)	5
Clerk-Treasurer	First Deputy	Non-Covered, Eligible (Salary)	12
Clerk-Treasurer	Grants Manager	Covered, Non-Exempt (Hourly)	11

EXHIBIT A
2024 Positions, Classifications and Grades

Department/Office	Position	Classification	Grade
Clerk-Treasurer	Office Assistant I 60% Civil City/40% Water & Sewer Utilities	Covered, Non-Exempt (Hourly)	7
Clerk-Treasurer	Payroll Administrator 60% Civil City/40% Water & Sewer Utilities	Covered, Non-Exempt (Hourly)	7
Clerk-Treasurer	Accounts Payable Clerk	Covered, Non-Exempt (Hourly)	6
Clerk-Treasurer	Accounts Receivable Clerk	Covered, Non-Exempt (Hourly)	6
Clerk-Treasurer	Office Assistant II	Covered, Non-Exempt (Hourly)	6
Clerk-Treasurer	Office Assistant III	Covered, Non-Exempt (Hourly)	5
Community Relations	Community Relations Manager	Covered, Non-Exempt (Hourly)	12
Court	Clerk	Non-Covered, Eligible (Salary)	11
Court	Office Assistant I	Covered, Non-Exempt (Hourly)	7
Court	Bailiff	Covered, Non-Exempt (Hourly)	6
Court	Office Assistant II	Covered, Non-Exempt (Hourly)	6
Court	Court Operations Assistant	Covered, Non-Exempt (Hourly)	5
Court	Office Assistant III	Covered, Non-Exempt (Hourly)	5
Court	Probation Officer	Covered, Exempt (Salary)	Ex D
Engineering	Civil City Engineer 50% Civil City/50% Water & Sewer Utilities	Covered, Exempt (Salary)	30
Engineering	Utilities City Engineer 70% Water & Sewer Utilities;30% Stormwater Utility	Covered, Exempt (Salary)	30

EXHIBIT A
2024 Positions, Classifications and Grades

Department/Office	Position	Classification	Grade
Engineering	Administrative City Engineer 50% Civil City/50% Water & Sewer Utilities	Covered, Exempt (Salary)	24
Engineering	Project Manager 50% Civil City/50% Water & Sewer Utilities	Covered, Exempt (Salary)	20
Engineering	GIS Coordinator 50% Civil City/50% Water & Sewer Utilities	Covered, Non-Exempt (Hourly)	13
Engineering	Asset Manager 50% Civil City/50% Water & Sewer Utilities	Covered, Non-Exempt (Hourly)	12
Engineering	Stormwater Coordinator	Covered, Non-Exempt (Hourly)	11
Engineering	Technician I 50% Civil City/50% Water & Sewer Utilities	Covered, Non-Exempt (Hourly)	11
Engineering	Inspector I 50% Civil City/50% Water & Sewer Utilities	Covered, Non-Exempt (Hourly)	10
Engineering	Stormwater Specialist	Covered, Non-Exempt (Hourly)	10
Engineering	Inspector II 50% Civil City/50% Water & Sewer Utilities	Covered, Non-Exempt (Hourly)	9
Engineering	Technician II 50% Civil City/50% Water & Sewer Utilities	Covered, Non-Exempt (Hourly)	9
Engineering	Office Assistant I 50% Civil City/50% Water & Sewer Utilities	Covered, Non-Exempt (Hourly)	7
Engineering	Office Assistant II	Covered, Non-Exempt (Hourly)	6
Environmental Resilience	Environmental Resilience Director	Non-Covered, Ineligible (Salary)	19
Environmental Resilience	Education/Grant Writer	Covered, Non-Exempt (Hourly)	11
Environmental Resilience	Urban Forester II	Covered, Non-Exempt (Hourly)	10
Environmental Resilience	Office Assistant I	Covered, Non-Exempt (Hourly)	7

EXHIBIT A
2024 Positions, Classifications and Grades

Department/Office	Position	Classification	Grade
Fire	Civilian Fire Chief	Non-Covered, Ineligible (Salary)	25
Fire	Special Firefighter	Covered, Non-Exempt (Hourly)	9
Fire	Office Assistant I	Covered, Non-Exempt (Hourly)	7
Fire	Office Assistant II	Covered, Non-Exempt (Hourly)	6
Fire	Office Assistant III	Covered, Non-Exempt (Hourly)	5
Legal	City Attorney 50% Civil City/50% Water & Sewer Utilities	Non-Covered, Ineligible (Salary)	35
Legal	Planning and Zoning Attorney	Non-Covered, Ineligible (Salary)	Ex D
Legal	Assistant City Attorney 30% Civil City/70% Redevelopment Non-Reverting Op Fund	Covered, Exempt (Salary)	30
Legal	Assistant City Attorney 30% Civil City/70% Redevelopment Non-Reverting Op Fund	Covered, Non-Exempt (Hourly)	EX D
Legal	Legal Compliance Administrator 50% Civil City/50% Water & Sewer Utilities	Covered, Exempt (Salary)	19
Legal	Human Resources Manager 60% Civil City/40% Water & Sewer Utilities	Covered, Exempt (Salary)	18
Legal	Paralegal 50% Civil City/50% Water & Sewer Utilities	Covered, Non-Exempt (Hourly)	11
Legal	Administrative Legal Assistant 50% Civil City/50% Water & Sewer Utilities	Covered, Non-Exempt (Hourly)	9
Legal	Office Assistant I 60% Civil City/40% Water & Sewer Utilities	Covered, Non-Exempt (Hourly)	7
Mayor	Deputy Mayor	Non-Covered, Ineligible (Salary)	30
Mayor	Diretor of Administrative Affairs 60% Civil City/40% Water & Sewer Utilities	Non-Covered, Eligible (Salary)	13

EXHIBIT A
2024 Positions, Classifications and Grades

Department/Office	Position	Classification	Grade
Mayor	Communications Manager	Covered, Non-Exempt (Hourly)	12
Mayor	City Hall Administrative Assistant 60% Civil City/40% Water & Sewer Utilities	Covered, Non-Exempt (Hourly)	5
Non-specified	Public Works Director	Non-Covered, Ineligible (Salary)	34
Non-specified	Community Development Director 30% Civil City/70% Redevelopment Non-Reverting Op Fund	Non-Covered, Ineligible (Salary)	23
Non-specified	Board of Public Works and Safety Member, excluding Mayor 60% Civil City/40% Water & Sewer Utilities	Non-Covered, Ineligible (Salary)	Ex D
Non-specified	Laborer - Skilled	Covered, Non-Exempt (Hourly)	7 or Ex E
Non-specified	Laborer - Semiskilled	Covered, Non-Exempt (Hourly)	4 or Ex E
Non-specified	Laborer - General	Covered, Non-Exempt (Hourly)	1 or Ex E
Non-specified	Ordinance Compliance Officer	Covered, Non-Exempt (Hourly)	10
Non-specified	Buildings and Grounds Maintenance Manager 60% Civil City/40% Water & Sewer Utilities	Covered, Non-Exempt (Hourly)	9
Non-specified	Office Assistant III	Covered, Non-Exempt (Hourly)	5
Non-specified	Custodian 60% Civil City/40% Water & Sewer Utilities	Covered, Non-Exempt (Hourly)	3
Parks & Recreation	Park Superintendent	Non-Covered, Ineligible (Salary)	19
Parks & Recreation	Conservation and Forestry Coordinator	Covered, Exempt (Salary)	16
Parks & Recreation	Park Maintenance Development Director	Covered, Exempt (Salary)	16
Parks & Recreation	Recreation Supervisor	Covered, Exempt (Salary)	14

EXHIBIT A
2024 Positions, Classifications and Grades

Department/Office	Position	Classification	Grade
Parks & Recreation	Park Maintenance	Covered, Non-Exempt (Hourly)	Ex C
Parks & Recreation	Park Ranger/Pavilion Manager and Maintenance	Covered, Non-Exempt (Hourly)	Ex C
Parks & Recreation	Recreation Coordinator	Covered, Non-Exempt (Hourly)	10
Parks & Recreation	Office Assistant I	Covered, Non-Exempt (Hourly)	7
Parks & Recreation	Program Director	Covered, Non-Exempt (Hourly)	7
Parks & Recreation	Program Director - Discovery Day Camp	Covered, Exempt-Recreational (Hourly)	7
Parks & Recreation	Program Director - Pool	Covered, Exempt-Recreational (Hourly)	7
Parks & Recreation	Program Director - Softball League	Covered, Exempt-Recreational (Hourly)	7
Parks & Recreation	Water Safety Instructor	Covered, Exempt-Recreational (Hourly)	6
Parks & Recreation	Office Assistant III	Covered, Non-Exempt (Hourly)	5
Parks & Recreation	Lifeguard	Covered, Exempt-Recreational (Hourly)	4
Parks & Recreation	Program Leader	Covered, Non-Exempt (Hourly)	3
Parks & Recreation	Program Leader - Discovery Day Camp	Covered, Exempt-Recreational (Hourly)	3
Parks & Recreation	Cashier	Covered, Non-Exempt (Hourly)	1
Parks & Recreation	Cashier - Pool	Covered, Exempt-Recreational (Hourly)	1
Parks & Recreation	Laborer - General - Softball Field Maintenance	Covered, Exempt-Recreational (Hourly)	1

EXHIBIT A
2024 Positions, Classifications and Grades

Department/Office	Position	Classification	Grade
Parks & Recreation	Scorekeeper	Covered, Non-Exempt (Hourly)	1
Parks & Recreation	Scorekeeper - Softball League	Covered, Exempt-Recreational (Hourly)	1
Planning & Zoning	Planning Director	Non-Covered, Ineligible (Salary)	20
Planning & Zoning	Zoning Administrator	Covered, Exempt (Salary)	20
Planning & Zoning	Assistant Zoning Administrator	Covered, Exempt (Salary)	13
Planning & Zoning	Community Development Specialist	Covered, Exempt (Salary)	13
Planning & Zoning	Office Assistant I	Covered, Non-Exempt (Hourly)	7
Planning & Zoning	Office Assistant II	Covered, Non-Exempt (Hourly)	6
Police	Civilian Police Chief	Non-Covered, Ineligible (Salary)	25
Police	Office Assistant II	Covered, Non-Exempt (Hourly)	6
Police	Office Assistant III	Covered, Non-Exempt (Hourly)	5
Police	Custodian	Covered, Non-Exempt (Hourly)	3
Redevelopment	Redevelopment Director	Non-Covered, Ineligible (Salary)	19
Redevelopment	Project Manager 50% Civil City/50% Redevelopment Non-Reverting Op Fund	Covered, Exempt (Salary)	14
Redevelopment	Office Assistant I 25% Civil City/75% Redevelopment Non-Reverting Op Fund	Covered, Non-Exempt (Hourly)	7
Redevelopment	Office Assistant II	Covered, Non-Exempt (Hourly)	6

EXHIBIT A
2024 Positions, Classifications and Grades

Department/Office	Position	Classification	Grade
Street	Street Commissioner	Non-Covered, Ineligible (Salary)	19
Street	Assistant Street Commissioner	Covered, Non-Exempt (Hourly)	16
Street	Foreman	Covered, Non-Exempt (Hourly)	13
Street	Heavy Equipment Operator	Covered, Non-Exempt (Hourly)	Ex C
Street	Light Equipment Operator	Covered, Non-Exempt (Hourly)	Ex C
Street	Paint and Sign Technician	Covered, Non-Exempt (Hourly)	Ex C
Street	Office Assistant I	Covered, Non-Exempt (Hourly)	7
Technology	Technology Director	Non-Covered, Ineligible (Salary)	32
Technology	Technology Coordinator 60% Civil City/40% Water & Sewer Utilities	Covered, Exempt (Salary)	15
Technology	Technology Assistant I 60% Civil City/40% Water & Sewer Utilities	Covered, Non-Exempt (Hourly)	13
Technology	Technology Assistant II 60% Civil City/40% Water & Sewer Utilities	Covered, Non-Exempt (Hourly)	7
Water & Sewer	Utilities Superintendent	Non-Covered, Ineligible (Salary)	27
Water & Sewer	Wastewater Superintendent	Non-Covered, Ineligible (Salary)	20
Water & Sewer	Water and Sewer Superintendent	Non-Covered, Ineligible (Salary)	20
Water & Sewer	Environmental Compliance Administrator	Covered, Exempt (Salary)	18
Water & Sewer	Maintenance Manager	Covered, Exempt (Salary)	18

EXHIBIT A
2024 Positions, Classifications and Grades

Department/Office	Position	Classification	Grade
Water & Sewer	Water Quality Manager	Covered, Exempt (Salary)	18
Water & Sewer	Pretreatment/Laboratory Coordinator	Covered, Exempt (Salary)	17
Water & Sewer	Utilities Office Manager	Non-Covered, Ineligible (Salary)	16
Water & Sewer	Construction/Distribution Supervisor	Covered, Non-Exempt (Hourly)	16
Water & Sewer	Assistant Maintenance Manager	Covered, Non-Exempt (Hourly)	15
Water & Sewer	FOG (Fats, Oils and Grease) Inspector/Laboratory Chemist	Covered, Non-Exempt (Hourly)	14
Water & Sewer	Laboratory Chemist	Covered, Non-Exempt (Hourly)	13
Water & Sewer	Utilities Office Supervisor	Covered, Non-Exempt (Hourly)	11
Water & Sewer	Assistant Water Treatment Operator/Maintenance Technician	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Inspection Crew Technician	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Meter Service Technician	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	SCADA Operator Technician	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Sewer Maintenance Technician	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	TVI Specialist	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Wastewater Maintenance Technician	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Wastewater Treatment Operator	Covered, Non-Exempt (Hourly)	Ex C

EXHIBIT A
2024 Positions, Classifications and Grades

Department/Office	Position	Classification	Grade
Water & Sewer	Water and Sewer Construction and Distribution Technician	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Water Plant Operator	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Water Treatment Operator	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Office Assistant I	Covered, Non-Exempt (Hourly)	7
Water & Sewer	Office Assistant II	Covered, Non-Exempt (Hourly)	6
Water & Sewer	Office Assistant III	Covered, Non-Exempt (Hourly)	5

EXHIBIT B
2024 Wages for All Grades

Grade	MINIMUM		MIDPOINT		MAXIMUM		Grade
	Bi-Weekly Salary	Hourly Wage	Bi-Weekly Salary	Hourly Wage	Bi-Weekly Salary	Hourly Wage	
1		\$15.02		\$17.99		\$20.96	1
2		\$15.88		\$19.02		\$22.16	2
3		\$16.73		\$20.04		\$23.35	3
4		\$17.58		\$21.06		\$24.53	4
5		\$18.41		\$22.05		\$25.69	5
6		\$19.27		\$23.08		\$26.89	6
7		\$20.12		\$24.10		\$28.08	7
8		\$20.97		\$25.12		\$29.26	8
9		\$21.82		\$26.13		\$30.45	9
10		\$22.67		\$27.15		\$31.63	10
11	\$1,881.79	\$23.52	\$2,253.64	\$28.17	\$2,625.49	\$32.82	11
12	\$1,949.78	\$24.37	\$2,335.06	\$29.19	\$2,720.34	\$34.00	12
13	\$2,017.77	\$25.22	\$2,416.49	\$30.21	\$2,815.21	\$35.19	13
14	\$2,085.75	\$26.07	\$2,497.91	\$31.22	\$2,910.07	\$36.38	14
15	\$2,153.74	\$26.92	\$2,579.33	\$32.24	\$3,004.92	\$37.56	15
16	\$2,221.75	\$27.77	\$2,660.78	\$33.26	\$3,099.81	\$38.75	16
17	\$2,289.74	\$28.62	\$2,742.20	\$34.28	\$3,194.66	\$39.93	17
18	\$2,357.72	\$29.47	\$2,823.62	\$35.30	\$3,289.52	\$41.12	18
19	\$2,425.72		\$2,905.05		\$3,384.38		19
20	\$2,493.70		\$2,986.47		\$3,479.24		20
21	\$2,561.70		\$3,067.90		\$3,574.10		21
22	\$2,629.68		\$3,149.32		\$3,668.96		22
23	\$2,697.67		\$3,230.74		\$3,763.81		23
24	\$2,765.66		\$3,312.17		\$3,858.68		24
25	\$2,833.65		\$3,393.59		\$3,953.53		25
26	\$2,901.63		\$3,475.01		\$4,048.39		26
27	\$2,969.63		\$3,556.44		\$4,143.25		27
28	\$3,037.61		\$3,637.86		\$4,238.11		28
29	\$3,105.60		\$3,719.28		\$4,332.96		29
30	\$3,173.59		\$3,800.71		\$4,427.83		30
31	\$3,243.09		\$3,883.94		\$4,524.79		31
32	\$3,314.10		\$3,968.98		\$4,623.86		32
33	\$3,387.37		\$4,056.73		\$4,726.09		33
34	\$3,946.29		\$4,726.10		\$5,505.91		34
35	\$4,316.87		\$5,169.91		\$6,022.95		35

EXHIBIT C
2024 Hourly Wages for Teamster Employees

Union Category	0 to 1 Year	1 Year to 3 Years	Over 3 Years
A	\$29.40	\$31.50	\$33.60
B	\$24.09	\$26.28	\$28.46
C	\$23.51	\$26.01	\$27.74
D	\$22.98	\$25.43	\$27.39
E	\$22.26	\$24.66	\$26.42

Union Category A

Mechanic
 SCADA Operator Technician

Union Category B

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

Union Category C

Assistant Water Treatment Operator/Maintenance Technician

Union Category D

Mechanic Assistant
 Park Maintenance
 Light Equipment Operator
 Meter Service Technician

Union Category E

None

EXHIBIT D
2024 Wages for Ungraded Positions

Department/Office	Position	Classification	Wage
Aviation	Airport Manager	Covered, Exempt (Salary)	\$2,088.05 Bi-Weekly
Court	Probation Officer ¹	Covered, Exempt (Salary)	See Below
Legal	Assistant City Attorney ²	Covered, Non-Exempt (Hourly)	\$51.97 per Hour
Legal	Planning and Zoning Attorney	Non-Covered, Ineligible (Salary)	\$341.38 Bi-Weekly
Non-specified	Board of Public Works and Safety Member, excluding Mayor	Non-Covered, Ineligible (Salary)	\$197.91 Bi-Weekly

¹ A Probation Officer shall be compensated in accordance with the Judicial Conference of Indiana's 2024 minimum salary schedule for probation officers, and the salary of a Probation Officer that is currently paid above the minimum salary schedule shall not be reduced. A Probation Officer position that is scheduled to work less than 2,080 hours each year shall be paid in accordance with the minimum salary schedule on a pro rata basis.

² This Assistant City Attorney position is expected to average less than thirty (30) hours of compensation per week.

EXHIBIT E
2024 Wages for Certain Temporary, Intermittent, or Seasonal Positions

Department/Office		Position	Classification	Hourly Wage Range	
Non-specified	Laborer - Skilled		Covered, Non-Exempt (Hourly)	\$14.51	\$17.38
Non-specified	Laborer - Semiskilled		Covered, Non-Exempt (Hourly)	\$13.73	\$16.45
Non-specified	Laborer - General		Covered, Non-Exempt (Hourly)	\$12.24	\$14.67



City Clerk-Treasurer

CITY OF GOSHEN

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

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

clerktreasurer@goshencity.com • www.goshenindiana.org

TO: The Goshen Common Council

FROM: Clerk-Treasurer Richard R. Aguirre

RE: Common Council meeting schedule for the remainder of 2023

DATE: Oct. 16, 2023

The purpose of this memorandum is to publicly announce that, at the request of Mayor Leichty and with the affirmation of Common Council members, there will be a modification of the Council's meeting schedule for November.

The date of the Common Council's only scheduled meeting in November will be changed. Instead of taking place on Nov. 20, the Council will meet on Monday, Nov. 13, at 6 p.m.

The Clerk-Treasurer will notify the news media about this date change and post appropriate notices at City Hall and outside the Council chamber. The new date also will be noted on the City's Facebook page.

At this time, no changes are anticipated affecting the final three meetings of the year. Regular Council meetings are scheduled to take place on at 6 p.m. on Monday, Dec. 4 and Monday, Dec. 18. In addition, the Council will meet briefly at 5:30 p.m. on Wednesday, Dec. 27 to approve year-end Category Transfers.

Thanks very much.