





Due to a timing issue with contractor invoicing, expenditures were paid from Edit Capital Projects. With the volume of work planned and bid for 2022, the re-appropriated funds will shore up funding for awarded construction.

- The City Clerk-Treasurer's office requested that \$90,000 be appropriated to the City's Fire Pension line (801-520-00-413.0902) to meet remaining obligations through the end of 2021. In most years, the City Council approves the following year's budget in September or October, while union negotiations are usually completed in November or December. For 2021, this scheduling difference resulted in Fire Pension Fund obligations that exceeded the budgeted amount. The Fire Pension Fund currently holds a cash balance of \$269,000 and is able to fully support this additional appropriation. The fund will be reimbursed in 2022 from the Indiana Public Retirement System.

**Mayor Stutsman** said Ordinance 5109 was before the Council at its last meeting (on Dec. 7, 2021) and was before the Council for a Second Reading as specified by a published public meeting notice. There were no questions from Council members.

**Mayor Stutsman invited public comment on Ordinance 5109: Additional Appropriation. No one asked to speak, so Mayor Stutsman closed the public hearing.**

There were no further Council questions or comments about Ordinance 5109, and Council President Weddell said the Council was prepared to vote. **On a voice vote on the Second and Final Reading, the motion to approve Ordinance 5109 passed 7-0, with all council members present voting "yes."**

## **2. Ordinance 5102 (1<sup>st</sup> & 2<sup>nd</sup> Reading): 2022 Compensation for Fire Department employees**

**Mayor Stutsman** called for the introduction of Ordinance 5102 on First Reading. **Council President Brett Weddell** asked the Clerk-Treasurer to read Ordinance 5102 by title only, which was done.

**Weddell/Eichorn moved for passage of Ordinance 5102 on First Reading.**

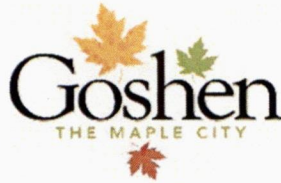
*After the Common Council packet was distributed on Dec. 16, 2021, the City Legal Department informed the Clerk-Treasurer that draft Ordinance 5102 contained an error – the position of civilian firefighter was mistakenly included. A corrected copy of draft Ordinance 5103 was distributed to the Mayor and Council members at the Dec. 21, 2021 Council meeting. A copy of the corrected draft Ordinance 5102 is attached to the minutes as **EXHIBIT 1**.*

By way of background, Ordinance 5102 would establish the 2022 maximum compensation, including wage and benefits, for Goshen Fire Department employees. The negotiations for a new agreement between the City and Goshen Firefighters Association Local No. 1443, International Association of Firefighters, representing the sworn members of the Goshen Fire Department, were concluded after Nov. 1, 2021. The terms of agreement, set forth in the ordinance, establishes the wages, health insurance, vacation leave, sick leave, and personal leave, compensation for holidays, annual longevity increase in pay, 20-year bonus, uniform allowance, classification pay, paramedic pay, severance pay and other benefits.

**Mayor Stutsman** gave an overview of Ordinance 5102, including the changes in the version distributed at the meeting. **Chief Danny Sink** said he was available to answer questions, but none were asked.

**Mayor Stutsman invited public comments on Ordinance 5102, but no one asked to address the Council.**

**Mayor Stutsman** asked if the council was prepared to vote. **Council President Weddell** said the Council was ready. **On a voice vote, the Council approved Ordinance 5102 on First Reading, 7-0, with all members voting "yes."**



**Mayor Stutsman asked if the Council gave unanimous consent to proceed with the Second Reading of Ordinance 5102. Council President Weddell said the Council gave its approval.**

**Mayor Stutsman called for the introduction of Ordinance 5102 on Second Reading. Council President Brett Weddell asked the Clerk-Treasurer to read Ordinance 5102 by title only, which was done.**

**Weddell/Eichorn moved for passage of Ordinance 5102 on Second Reading.**

**Mayor Stutsman asked if there were additional public comments on Ordinance 5102. There were none.**

**Having no further comments or questions from the public or the Council, Mayor Stutsman called for a vote on Ordinance 5102 on Second and Final Reading. On a voice vote, the Council approved Ordinance 5102 on Second and Final Reading, 7-0, with all members voting "yes."**

### **3. Ordinance 5103 (1<sup>st</sup> & 2<sup>nd</sup> Reading): 2022 Compensation for Police Department employees**

**Mayor Stutsman called for the introduction of Ordinance 5103 on First Reading. Council President Brett Weddell asked the Clerk-Treasurer to read Ordinance 5103 by title only, which was done.**

**Weddell/Schrock moved for passage of Ordinance 5103 on First Reading.**

*After the Common Council packet was distributed, the City Legal Department informed the Mayor, the Council and the Clerk-Treasurer that draft Ordinance 5103 contained errors. In an email, City Legal Compliance Administrator Shannon Marks wrote that "the language in Section 13, Longevity Increase, was revised so that employees receive the annual longevity increase beginning their first year of employment. This is consistent with the current practice for the payment of increment pay which this new language replaced. The other corrections were to the bi-weekly salaries of Assistant Chief and Division Chief in Exhibit A." A corrected copy of draft Ordinance 5103 was emailed to the Mayor, the Council and the Clerk-Treasurer. Copies also were distributed to all Council members at the Dec. 21 Council meeting. A copy of the corrected draft Ordinance 5103 is attached to the minutes as **EXHIBIT 2**.*

By way of background, Ordinance 5103 would establish the 2022 maximum compensation, including wage and benefits, for all Goshen Police Department employees. The negotiations for a new agreement between the City and Elkhart FOP Lodge 52, Inc., representing the full-time sworn officers of the Goshen Police Department were concluded after Nov. 1, 2021. The terms of agreement, set forth in the ordinance, establishes the wages, pension, retirement, health insurance, vacation leave, sick leave, personal leave, compensation for holidays, on-call pay, annual longevity increase in pay, clothing allowance, technical skills pay, specialty pay, shift differential, tuition reimbursement, wellness program reimbursement, court time pay, funeral leave, cell phone stipend, residency bonus, hiring bonus, and other benefits.

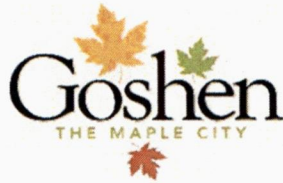
**Mayor Stutsman outlined the changes in the revised version of Ordinance 5103, which was distributed to Council members on Dec. 21. City Attorney Bodie Stegelmann confirmed that there were no other major changes in the version of Ordinance 5103 distributed to the Council. In response to a question from Councilor King, the Mayor said a mathematical error was corrected.**

**Mayor Stutsman invited public comments on Ordinance 5103. There were none.**

**Mayor Stutsman asked if the council was prepared to vote. Council President Weddell said the Council was ready.**

**On a voice vote, the Council approved Ordinance 5103 on First Reading, 7-0, with all members voting "yes."**

**Mayor Stutsman asked if the Council gave unanimous consent to proceed with the Second Reading of Ordinance 5103. Council President Weddell said the council gave its approval.**



**Mayor Stutsman** called for the introduction of Ordinance 5103 on Second Reading. **Council President Brett Weddell** asked the Clerk-Treasurer to read Ordinance 5103 by title only, which was done. **Weddell/Nisley** moved for passage of Ordinance 5103 on Second Reading.

**Mayor Stutsman** asked if there were additional public comments on Ordinance 5103. Again, there were none. Asked about the timing of the votes on the salary ordinances by **Councilor King**, **Mayor Stutsman** said the Council is required to pass the salary ordinances by Nov. 1 each year. The Mayor said the deadline hasn't been met in the past because negotiations haven't concluded by Nov. 1. Mayor Stutsman said in those instances, the Board of Works is required to give permission for the Council to consider the salary ordinances. The Board of Works voted to do so on Monday, Dec. 20.

Having no further comments or questions from the public or the Council, **Mayor Stutsman** called for a vote on Ordinance 5103 on Second and Final Reading. On a voice vote, the Council approved Ordinance 5103 on Second and Final Reading, 7-0, with all members voting "yes."

#### **4. Resolution 2021-33: Interlocal Agreement with Elkhart Township for Fire and Ambulance Services**

**Mayor Stutsman** called for the introduction of Resolution 2021-33. **Council President Brett Weddell** asked the Clerk-Treasurer to read Resolution 2021-33 by title only, which was done.

**Weddell/Pérez** moved for passage of Resolution 2021-33.

By way of background, Resolution 2021-33 would approve the terms and conditions of an Interlocal Agreement with Elkhart Township, Elkhart County, for fire and ambulance services in the unincorporated areas of Elkhart Township. Under the agreement, on or before Jan. 1, 2022, Elkhart Township will transfer to the City of Goshen title to its real estate, improvements and all equipment used for services. These include fire stations at 308 Egbert Road and 201 South 22<sup>nd</sup> Street, two engines, two tankers, a 75-foot aerial truck, a grass rig truck and a rescue boat with a motor and trailer. In 2022, Elkhart Township will pay the amount necessary to equip both Elkhart engines and its Quint fire truck with firefighter airway protection equipment consistent with the scope of equipment and approximate costs of City equipment. The estimated cost: \$149,100. One staff member from the Elkhart Township Fire Department will be hired by Goshen as a civilian employee.

In addition, Elkhart Township will pay to the City of Goshen, on or before Jan. 15, 2023, \$400,000 for services provided by Goshen through December 2023. On or before January 15, 2024, 2025, and 2026, Elkhart Township will pay to the City of Goshen, \$350,000 for services provided by Goshen through December 31 of 2024, 2025, and 2026. Beginning for the year 2027, the City of Goshen will provide to Elkhart Township the cost of providing services for the following year by March 31 of the preceding year. For instance, on March 31, 2026, Goshen will provide the cost of providing services to Elkhart Township for services in 2027. Elkhart Township will then have until April 30 of each such year to accept the cost of services and, if the cost of services is not accepted, then the agreement will terminate December 31 of the year in which the cost of services is not accepted. Payments shall be made by Elkhart Township in two equal installments- on or before June 30 and on or before December 31 of the year in which services are provided. The City will bill persons receiving EMS services in the unincorporated portions of Elkhart Township or the person's insurance carrier, if any, for services provided based on the City's ambulance/medical user fee schedule for non-residents that is in effect at the time services are provided. Questions about the administration of the agreement will be decided by a joint board comprised of the Elkhart Township Trustee and the City Fire Chief.



**Mayor Stutsman** said the proposed agreement with Elkhart Township has been under discussion for nine or ten months. City staff, including the Fire Department and the Legal Department, have been involved as well as Baker Tilly, the City's municipal advisors. The Mayor said he wanted to make clear that Elkhart Township approached the City and it was not a matter of a proposed takeover of Elkhart Township's area by the City.

**Mayor Stutsman** said the agreement puts the City in a good position so that it won't be subsidizing the fire and ambulance service or making money on it. The Mayor said Elkhart Township would like the agreement to take effect at the beginning of 2022. He said several other matters need to be resolved in order for that to happen, such as adding a civilian Fire Department position to the Civil City Ordinance next year. Mayor Stutsman said that if the Council would like to discuss the agreement tonight and delay a decision to a future meetings that would be acceptable as long as it is not a prolonged delay into 2022.

**Fire Department Chief Danny Sink** said Chief Doug Gadson of the Elkhart Township Fire Department approached the City early in 2021 and stated that he was having trouble getting volunteers, especially during day-time work hours. So, Sink said the parties agreed that Goshen would help. Within two months, Sink said the Elkhart Township Trustee, Charles Cheek, asked Chief Sink what it would take for the Goshen Fire Department to operate the Township's fire service. So, Sink said discussions began over a possible agreement to take over fire service for the township and it was not difficult because Goshen already handles the township's Emergency Medical Services.

**Sink** said taking over Elkhart Township's fire service will amount to 1-2 calls for service per week, as has been the case over the past year. With COVID-19, Sink said the calls have been different as they have been for the Goshen Fire Department.

**Sink** said the Fire Department has worked out a structure he believes will work into next year, when the Township Trustee has agreed to purchase air packs to outfit all of its trucks, so that the township and City will be on the same system. Sink said that upgrade will address the City's safety concerns. Going forward, Sink said, the township will provide \$400,000 to the City in 2023 and \$350,000 for three years. After 2026, Sink said, there will be an assessment of the cost for service followed by further discussion with the township over the City's reimbursement fee.

**Mayor Stutsman** said the township will turn over two fire stations and its equipment and will pay to upgrade air packs at a cost of about \$150,000. Mayor Stutsman reiterated the financial arrangements. He said the township collects funds from property owners that can only be used for fire protection. The Mayor also stated the true cost of fire service to the township will be studied by a consultant.

**Councilor Eichorn** asked if the wages for the civilian fire employee will be covered by the funds that will be provided to the City under the agreement. **Mayor Stutsman** said the wages were factored into the agreement and stated that the City will get \$400,000 from the township in 2023. He said the City likely will need to hire three more firefighters – one per shift – in 2023. **Chief Sink** said the cost of the civilian fire employee was included in the Fire Department's salary model for 2022. Asked by Councilor Eichorn if the township would cover the cost of that salary, Mayor Stutsman said the salary would be reimbursed by the township. Asked by **Councilor Riegsecker** if the employee's salary was included in the Fire Department's approved budget, **Chief Sink** said that it was.

**Councilor Schrock** asked if Fire Department personnel would need additional training to handle such emergencies as brush fires. **Chief Sink** said he didn't think that would be necessary; the Fire Department has already conducted training on driving the township's tanker truck and more training will be conducted next year. Regarding training, **Mayor Stutsman** said the Fire Department's training facility is being used by other departments.



**Councilor Pérez** asked if the current Elkhart Township volunteers would still have the opportunity to respond to emergencies. **Chief Sink** that will not be possible. **Mayor Stutsman** said that decision is no reflection on the volunteers, but the Goshen Fire Department already has adequate staffing to meet the township's needs. **Chief Sink** said he "struggled" with this issue when first contacted by Chief Gadson, but he didn't want to inherit the township's recruitment and retention issues. Sink said: "I just don't think that's fair to GFD to inherit those issues." Mayor Stutsman said the volunteers could still help other township fire departments.

**Councilor King** said she was glad these issues were being addressed and that a good agreement had been reached. **Chief Sink** said there had been multiple discussions from April and May until the present time. **Mayor Stutsman** said that if the Council was comfortable voting tonight, that would be good, but a delay until January also would be fine with him. The Mayor said there was no need to rush the agreement.

**Councilor Schrock** asked if there were any plans for the township's station on 22<sup>nd</sup> Street. **Chief Sink** said that initially, it will be kept to house reserve units, because the Fire Department doesn't have any more space downtown. However, Sink said it will not be for staffing. Asked by **Councilor Schrock** if that would be possible in the future, **Sink** said that was unknown. In response to a question from **Councilor Riegsecker**, **Chief Sink** said the City only will take over two of the township's three stations.

**Mayor Stutsman** said the City will be taking over stations at 308 Egbert Road and 201 South 22<sup>nd</sup> Street as well as equipment that is in good condition. Mayor Stutsman said that as an added benefit, **one of the fire stations will be used to store records for the Clerk-Treasurer's Office**. The Mayor said at present, City records are stored at several locations, including rented commercial storage space. Mayor Stutsman said the new storage space will be climate controlled and will be more secure.

**Mayor Stutsman invited public comment on Resolution 2021-33.**

**Glenn Null of Goshen** asked if the township's funding will run out at some point and whether City taxpayers will have to pay for the township's fire and EMS service. **Mayor Stutsman** said that the township will continue to collect funds from township residents for fire service. So, assuming the City maintains a contract with the township, Mayor Stutsman said that the service will continue to be paid for by township residents.

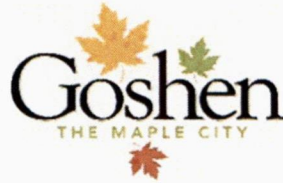
**Glenn Null** asked if the agreement might someday open the door to the annexation of the township into the City of Goshen. **Mayor Stutsman** said that need not be the case. Null said that as a City taxpayer, he doesn't want to have to pay for the service in an area outside the City. **Chief Sink** said the township asked for the City's assistance and annexation has not been discussed.

**There were no other public comments, so Mayor Stutsman closed the public hearing on Resolution 2021-33**

**Councilor Nisley** asked about the work hours of the civilian fire employee. Chief Sink said he would work eight hours a day, 7 a.m. to 3 p.m.

**Councilor Eichorn** asked if the City staff believed the payments from the township were adequate to cover the City's expenses. **Mayor Stutsman** said he and staff believe the amount of money is adequate. He said Baker Tilly analyzed the costs based on current service levels.

Asked by **Councilor Nisley** about the length of time the City will retain the civilian fire employee, **Chief Sink** said this would likely remain the status through the development of a new fire station. Asked by **Councilor Riegsecker** about the civilian employee's duties, Sink said his main duty will be to drive the tanker truck. Sink said he also will respond the medical calls from County Road 38 south. Sink said the Fire Department will analyze current service and may make changes in duties next year.



**Mayor Stutsman** said that because township employees are ineligible for the state fire pension program, the township fire employee will be hired as a civilian employee. **City Attorney Bodie Stegelmann** said the civilian fire employee is being brought in under the same code section that allows for the hiring of special police officers, and he won't be eligible for a fire pension.

**Having no further comments or questions from the Council, Mayor Stutsman asked if the Council was ready to vote or wanted to delay the vote. Council members said they were ready to vote on Resolution 2021-33. On a voice vote, the Council approved Resolution 2021-33, 7-0, with all members voting "yes."**

**Mayor Stutsman** said the Council will vote in January on adding the civilian fire employee,

#### **5. Goshen City Council meeting calendar for 2022**

**Mayor Stutsman** said he had planned to have the Common Council vote Dec. 28 on the Council Meeting Schedule for 2022. However, the Mayor said he was advised by the City Legal Department that the vote needed to take place tonight to allow adequate time to place advertisements providing public notice of the first meeting in January.

Mayor Stutsman distributed two draft meeting schedules for 2022 (**EXHIBIT 3 & EXHIBIT 4**)

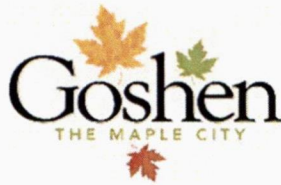
**Draft schedule #1 called for Common Council meetings to mostly be held on Tuesdays.** This is the proposed meeting schedule: Tuesday, Jan. 4 and Jan. 18; Tuesday, Feb. 1 and Monday, Feb. 14; Tuesday, March 1 and 15; Tuesday, April 19; Tuesday, May 3 and 17; Tuesday June 7 and 21; Tuesday, July 5 and 19; Tuesday, Aug. 2 and 16; Tuesday, Sept. 6 and 20; Tuesday, Oct. 11 and 25; Tuesday, Nov. 1 and 15; and Tuesday, Dec. 6, 20 and 27.

**Draft schedule #2 called for Common Council meetings to mostly be held on Mondays.** This is the proposed meeting schedule: Tuesday, Jan. 4 and Jan. 18; Monday, Feb. 7 and 14; Monday, March 7 and 21; Monday, April 18; Monday, May 2 and 16; Tuesday June 6; Monday, July 18; Monday, Aug. 1 and 15; Monday, Sept. 19; Monday, Oct. 10 and 24; Monday, Nov. 7 and 21; and Monday, Dec. 5 and 19 and Tuesday, Dec. 27.

**Mayor Stutsman** described the implications of the schedules. He said one Council member asked why the Council met on Tuesdays and whether it would be possible to meet on Mondays. The Mayor said that if the Council moved its meetings to Monday, that would frustrate some people who plan on Tuesday meetings, but it would be appreciated by some people unable to come on Tuesday nights.

**Mayor Stutsman** said Draft Schedule #2 would retain Tuesday meetings on Jan. 4 and Jan. 18 for staffing reasons. He said deadlines will need to be changed to accommodate Monday meetings and this will take some time to make those adjustments. The Mayor said moving to a Monday meeting schedule will result in three months with only one meeting in the month because of Monday holidays.

**Councilor Eichorn** asked if holding only one meeting per month might pose a problem, especially if there is work that needs to be done. **Mayor Stutsman** said historically, the Council only met once per month, but meetings became very long, as long as four or five hours, which is why the Council began meeting twice per month. The Mayor said that over the past three years, the City has been able to spread out the workload and there have been some meetings with very few agenda items. Mayor Stutsman said he believes the Council can keep to this new schedule as long as it plans in anticipation of fewer meetings. The Mayor said if an urgent matter arises, the Council could always schedule a special meeting.



**Mayor Stutsman** said that if the Council switches to Monday meetings, it will be necessary to amend the Council rules in January to move up the deadline for providing Council members with the Council agenda and packet (currently by 5 p.m. Thursday) and another change in the rules may be necessary.

**Councilor King** asked if it would be possible, under the proposed Monday meeting schedule, to schedule a second meeting on June 27. Otherwise, King said, the June meeting would be June 6 and the first July meeting would be on July 18 with nothing in between, which would be a large gap. **Councilor Eichorn** and **Mayor Stutsman** said adding a June 27 meeting would be a good idea.

**Council President Weddell** asked about holding a meeting on July 4<sup>th</sup> and then immediately withdrew his question.

**Councilor Eichorn** and **Mayor Stutsman** joked about Council President Weddell momentarily forgetting about Independence Day. Council President Weddell joked back that he would remain silent.

**Council members** further discussed the proposed Monday meeting schedule.

**Mayor Stutsman** said he was open to the change in meeting days. The Mayor said he checked with City staff about the proposed change in meeting days and didn't hear any concerns. He said it would be important to advertise the change in meeting days and for Council members to note the change on their calendars.

**Council President Weddell** asked what holiday was taking place on June 20. **Councilor King** said she believed it was the new Juneteenth holiday (June 19). Council President Weddell apologized for not remembering that. **Mayor Stutsman** said June 19 in 2022 will fall on a Sunday, so Juneteenth will be celebrated on Monday, June 20.

**Councilor Riegsecker** asked if Zoom meetings had been eliminated in the new schedule. **Mayor Stutsman** said the Council is continuing to broadcast meetings by Zoom, but not voting by Zoom. The Mayor said Zoom voting could be brought back if needed. **Councilor King** said with high levels of COVID-19, Zoom voting should remain an option.

**Mayor Stutsman** said allowing Zoom meeting was not a scheduled topic of discussion tonight.

**Councilor Riegsecker** said it would be good if Zoom voting was possible. Mayor Stutsman said that could be allowed under the mayor's executive order, but he said he didn't know if that would be possible unless there was a declared health emergency. **City Attorney Bodie Stegelmann** said Zoom voting can be allowed during health emergencies, but the Council also could pass an ordinance to allow Zoom voting. **Councilor King** said she presumed the Council could impose some limitations on Zoom voting. **Mayor Stutsman** apologized to Councilor King for saying that it was improper for the Council to discuss Zoom voting. He said that it was an acceptable matter for the council to discuss while considering its meeting schedule. **Councilor King** thanked the Mayor for his apology.

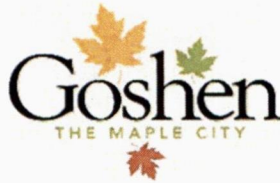
**Councilor Riegsecker** said he was fine with either proposed meeting schedule. **Councilor Eichorn** said Monday meetings would work. **Councilor Nisley** asked if the Council should meet at 7 p.m. **Councilor Eichorn** and **Mayor Stutsman** said they preferred keeping the meeting at 6 p.m. The Mayor said City Department heads work long days and a 6 p.m. meeting allows them to go home an hour earlier.

**Council President Weddell** said a Monday meeting schedule works better for him because he has kids in high school and they have many activities on Tuesday nights. While conceding that his motives might be "purely selfish," Council President Weddell said that he didn't want to be the reason why the schedule was changed and would not have any hard feelings toward anyone who wanted to keep the Tuesday meeting schedule.

**Mayor Stutsman** said a good thing about Monday meetings is this would allow **Council President Weddell** to attend more meetings. While empowered to break ties, Mayor Stutsman said he would prefer to not do so often.

**Council President Weddell** pointed out that the Goshen Community Schools board meets on Mondays. **Mayor Stutsman** said the Elkhart City Council meets on Mondays.





**Councilor Eichorn** said the proposed Monday schedule for the Council would conflict with two meetings – in September and October – of the school board, at which its budget will be considered. Eichorn said she has to attend school board meetings, but not necessarily those meetings.

**Councilor Schrock** asked if the Council packet would be provided a day earlier. **Mayor Stutsman** said that would be the case and that can be spelled out in January when the Council considers changes to its rules. The Mayor said the Clerk-Treasurer is taking back the preparation of Council packets and that the appropriate change will be made.

**Councilors and the Mayor discussed whether there should be public comments on the Council Meeting Schedule. After some discussion, Mayor Stutsman invited public comment, but no one asked to speak.** Mayor Stutsman asked if Council members wanted to vote on one of the proposed meeting schedules.

**Councilor Nisley made a motion to accept Draft schedule #2, switching the Common Council meetings to Mondays. The motion was seconded by Councilor Eichorn.**

**Mayor Stutsman clarified that under this schedule, the Council would meet Tuesday, Jan. 4, Tuesday, Jan. 18 and Monday, Jan. 27. Council members agreed.**

**Mayor Stutsman** clarified with the Clerk-Treasurer that a meeting on Tuesday, Dec. 27, 2022 was acceptable.

**On a voice vote, the Council approved the Monday meeting schedule, 7-0, with all members voting “yes.”**

#### **Elected Official Reports:**

**Council President Weddell** said he had distributed to Council members a list of people who had applied to open positions on the Community Relations Commission, the Shade Tree Board and the Redevelopment Commission. He reminded the Clerk-Treasurer that the Council appointments must be listed on the agenda for the Jan. 4, 2021 Council meeting. If there are more applicants, he said he would pass those on to Council members.

**Councilor King** said it would be good for the Council to consider whether applicants to boards and commissions should be present for the Jan. 4 appointments meeting. **Council President Weddell** said in the past he has informed applicants that they are free to attend the meeting, but are not expected to speak. He offered to discuss this matter further with Councilor King. Councilor King said that attending the meeting has not been as comfortable for some applicants and that Councilors should be aware of that. Council President Weddell said he would check on this and get back to Councilor King.

In response to a question from **Councilor Eichorn** about the number of openings, **Council President Weddell** said the Council will be filling three openings on the Community Relations Commission, one on the Shade Tree Board and two on the Redevelopment Commission.

In response to a question **Councilor King**, **Council President Weddell** said there were three applicants for on opening on the Shade Tree Board. **Councilor King** noted that one of the applicants was seeking reappointment and that the Council in the past has respectful of those seeking re-appointment. **Council President Weddell** agreed and noted he was among two Redevelopment Commission members seeking reappointment, among six total applicants. **Council President Weddell** said this was the strongest group of applicants he has seen. **Councilor King** said she would follow up with Council President Weddell. **Council President Weddell** apologized and said he had to leave the meeting a little early to drive to Kendallville.



There were no further Council member reports.

**Mayor Stutsman** wished Council members and the community a Merry Christmas and a great holiday season.

Several **Councilors** echoed those sentiments,

**Adjournment:**

**Councilors Nisley/Pérez** moved to adjourn the meeting. Passed 7-0.

**Mayor Stutsman** declared the meeting adjourned at 6:43 p.m.

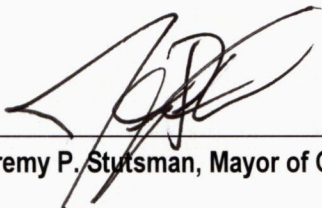
***EXHIBIT 1:** Corrected Ordinance 5102: 2022 Compensation for Fire Department employees*

***EXHIBIT 2:** Corrected Ordinance 5103: 2022 Compensation for Police Department employees*

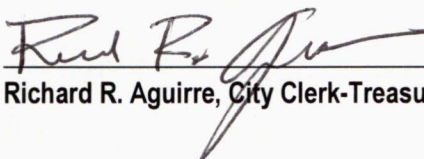
***EXHIBIT 3:** 2022 Goshen City Council Calendar (Tuesday meetings)*

***EXHIBIT 4:** 2022 Goshen City Council Calendar (Monday meetings).*

APPROVED:

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

ATTEST:

  
\_\_\_\_\_  
Richard R. Aguirre, City Clerk-Treasurer

**ORDINANCE 5103**

**2022 Compensation for Police Department Employees**

BE IT ORDAINED, pursuant to Indiana Code § 36-8-3-3(d), the Goshen Common Council approves the 2022 maximum compensation, including wages and benefits, for Goshen Police Department employees as follows:

**SECTION 1 Application of Ordinance**

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

- (1) Special Police Officer,
  - (2) Special Police Officer – Investigations & Community Relations, and
  - (3) Secretary.
- (E) This ordinance does not apply to compensation paid to any civilian employee positions not listed in paragraph (D), and the Civilian Police Chief position. All said positions are covered by the ordinance fixing the compensation for the Civil City employees.

**SECTION 2 Conflicting Provisions**

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

**SECTION 3 Wages**

- (A) Exhibit A, 2022 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-day work period in accordance with the Fair Labor Standards Act.
- (D) This subsection applies to each employee in a bargaining unit position.
  - (1) With the exception of employees attending the basic Indiana Law Enforcement Training Academy, any employee who works in excess of nine (9) hours in one (1) work day shall be compensated either overtime pay at the rate of one and one-half (1½) times the employee’s prevailing hourly rate, or compensatory time off at the rate of one and one-half (1½) hours for each hour of overtime worked.
  - (2) An employee attending the basic Indiana Law Enforcement Training Academy shall receive compensatory time off at the rate of one and one-half (1½) hours for each hour worked in excess of eighty-one (81) hours in the work period.
- (E) Upon leaving city employment, an employee will be compensated for all unused compensatory time based on the higher rate of:
  - (1) The average regular rate received by the employee during the last three (3) years employment with the city; or
  - (2) The final regular rate received by the employee.

**SECTION 4 Payment of Wages**

- (A) The city shall issue paychecks, at minimum, on a bi-weekly basis.
- (B) Paychecks issued in 2022 will have gross wages calculated using the 2022 wage rates even if a portion of the pay period falls in 2021.

**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**

Each employee must enroll in the city's group health insurance plan. The city shall pay eighty percent (80%) (Three Hundred Sixty-three and 09/100 Dollars (\$363.09)) and the employee shall pay twenty percent (20%) (Ninety and 77/100 Dollars (\$90.77)) toward the cost of the weekly health insurance premium, except the employee's share of cost of the health insurance premium will not exceed nine and one-half percent (9.5%) of the employee's annual household income.

**SECTION 8 Vacation Leave**

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

**SECTION 9 Sick Leave**

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

**SECTION 10 Personal Leave**

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

**SECTION 11 Holiday Compensation**

- (A) Each employee shall receive holiday compensation for eleven (11) unspecified holidays.
  - (1) Holiday compensation for the Police Chief, Assistant Police Chief and Division Chief positions shall be based on the employee's annual base salary divided by two thousand one hundred six (2,106) and multiplied by ninety-nine (99).
  - (2) Holiday compensation for the civilian employee positions shall be based on the employee's base wage per hour, multiplied by eight (8) hours per holiday, and multiplied by eleven (11) holidays per calendar year.

- (3) Holiday compensation for each employee in a bargaining unit position shall be based on the employee's regular daily wage (nine (9) hours multiplied by the regular hourly rate of base pay) multiplied by eleven (11) holidays per calendar year.
- (B) Holiday compensation shall be paid the first pay day in November.
- (C) In the event an employee commences employment after January 1 of the current calendar year, the employee's holiday compensation due shall be prorated based upon the length of employment from the employee's date of hire through December 31.
- (D) In the event an employee terminates employment before December 31 of the current calendar year, the employee's holiday compensation due shall be prorated on an annual calendar year basis.

**SECTION 12 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 13 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 as of the employee's anniversary date.

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

**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**  
**2022 Base Wages**

**POLICE OFFICERS**

		<u>Bi-Weekly Salary</u>
Police Chief		\$3,488.61
Assistant Police Chief		\$3,287.59
Division Chief		\$3,077.95
	<u>Annual Base Salary</u>	<u>Base Wage per Hour</u>
Captain	\$70,032	\$33.25
Lieutenant	\$64,876	\$30.81
School Resource Officer	\$64,876	\$30.81
Detective	\$64,876	\$30.81
Sergeant	\$61,479	\$29.19
Patrol Officer	\$58,181	\$27.63
Probationary Patrol Officer	\$53,527	\$25.42

**CIVILIAN EMPLOYEES**

		<u>Base Wage per Hour</u>
Special Police Officer		\$25.18
Special Police Officer – Investigations & Community Relations		\$25.68
Secretary		\$22.50

PASSED by the Goshen Common Council on December \_\_\_\_\_, 2021.

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

ATTEST:

\_\_\_\_\_  
Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on December \_\_\_\_\_, 2021, at the hour of \_\_\_\_\_ : \_\_\_\_\_  
\_\_\_\_.m.

\_\_\_\_\_  
Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on December \_\_\_\_\_, 2021.

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

## ORDINANCE 5102

### 2022 Compensation for Fire Department Employees

BE IT ORDAINED, pursuant to Indiana Code § 36-8-3-3(d), the Goshen Common Council approves the 2022 maximum compensation, including wages and benefits, for Goshen Fire Department employees as follows:

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

- (A) All positions covered by this ordinance are considered full-time positions.
- (B) For the purposes of this ordinance, when reference is made to “Non-Bargaining Unit Employees,” “Non-Bargaining Unit Positions,” or a category of employees that are not covered by the collective bargaining agreement, this reference shall apply to employees in the following positions:
- (1) Fire Chief,
  - (2) Assistant Fire Chief,
  - (3) Certified Chief Inspector,
  - (4) Chief Inspector,
  - (5) Inspector I,
  - (6) Inspector II, and
  - (7) Battalion Chief.
- (C) For the purposes of this ordinance, when reference is made to “Bargaining Unit Employees,” “Bargaining Unit Positions,” or a category of employees that are covered by the collective bargaining agreement, this reference shall apply to employees in the following positions:
- (1) Captain,
  - (2) Ambulance Captain,
  - (3) Lieutenant,
  - (4) Ambulance Lieutenant,
  - (5) Sergeant,
  - (6) Private, and
  - (7) Probationary Private.

- (D) This ordinance does not apply to compensation paid to any civilian employee positions not listed in paragraph (B), and the Civilian Fire Chief position. All said positions are covered by the ordinance fixing the compensation for the Civil City employees.

## **SECTION 2 Conflicting Provisions**

Should the terms of the collective bargaining agreement between the City of Goshen and the Goshen Firefighters Association Local No. 1443, International Association of Firefighters, be more favorable than the provisions of this ordinance, then the bargaining unit employees shall be compensated in accordance with the terms of the collective bargaining agreement.

## **SECTION 3 Wages**

- (A) Exhibit A, 2022 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 2022 will have gross wages calculated using the 2022 wage rates even if a portion of the pay period falls in 2021.

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

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

#### **SECTION 6 Health Insurance**

Each employee must enroll in the city's group health insurance plan. The city shall pay eighty percent (80%) (Three Hundred Sixty-three and 09/100 Dollars (\$363.09)) and the employee shall pay twenty percent (20%) (Ninety and 77/100 Dollars (\$90.77)) toward the cost of the weekly health insurance premium, except the employee's share of cost of the health insurance premium will not exceed nine and one-half percent (9.5%) of the employee's annual household income.



**SECTION 7 Vacation Leave**

- (A) This subsection applies to the Fire Chief, Assistant Fire Chief, Certified Chief Inspector, Chief Inspector, Inspector I, and Inspector II positions.
- (1) Each employee shall receive vacation leave beginning on the employee's first anniversary date of employment with the Fire Department and each subsequent anniversary date as follows, unless a higher amount is established by an agreement at the time the employee is hired:
- (i) One (1) year through seven (7) full years of service, the employee shall receive one hundred twelve (112) hours vacation leave.
  - (ii) Starting eight (8) years through fourteen (14) full years of service, the employee shall receive one hundred sixty-eight (168) hours vacation leave.
  - (iii) Starting fifteen (15) years of service, the employee shall receive two hundred twenty-four (224) hours vacation leave.
- (B) This subsection applies to the Battalion Chief position and each employee in a Bargaining Unit Position.
- (1) Each employee shall accrue vacation leave based on the following schedule:
- (i) Up to eight (8) years of service, the employee shall accrue twelve (12) hours of vacation leave per month up to one hundred forty-four (144) hours vacation leave.
  - (ii) Upon completion of eight (8) years of service, but less than fifteen (15) years of service, the employee shall accrue eighteen (18) hours of vacation leave per month up to two hundred sixteen (216) hours vacation leave.
  - (iii) Upon completion of fifteen (15) years of service, the employee shall accrue twenty-four (24) hours of vacation leave per month up to two hundred eighty-eight (288) hours vacation leave.
- (2) An employee with fifteen (15) or more years of service may request to receive payment for up to seventy-two (72) hours of vacation leave in lieu of the employee taking all of the employee's vacation leave. The employee's vacation leave will be adjusted accordingly based on the number of vacation leave hours converted to pay.
- (C) An employee shall receive payment for all earned and unused vacation leave upon termination of employment.
- (D) Vacation leave shall be paid at the employee's current wage rate.

**SECTION 8 Sick Leave**

- (A) This subsection applies to the Fire Chief, Assistant Fire Chief, Certified Chief Inspector, Chief Inspector, Inspector I, and Inspector II positions.
- (1) Each employee hired before January 1, 2013 shall accrue six (6) hours sick leave for each month of active employment up to a maximum of seven hundred twenty (720) hours sick leave.
  - (2) Each employee hired on or after January 1, 2013 shall accrue four (4) hours sick leave for each month of active employment up to a maximum of seven hundred twenty (720) hours sick leave.
  - (3) Any employee who has accrued sick leave in excess of seven hundred twenty (720) hours will not lose accrued sick leave in excess of seven hundred twenty (720) hours, but will not be allowed to add to the total sick leave hours accrued as of December 31, 2014.
  - (4) Each employee who has two hundred forty (240) hours sick leave accrued as of January 1st of any calendar year may sell the first forty-eight (48) hours of sick leave accrued that calendar year if not used during the calendar year at the rate of One Hundred Fifty Dollars (\$150) for each eight (8) hours of sick leave sold.
  - (5) Upon retirement, city will pay a retiring employee for each eight (8) hours of accrued sick leave over four hundred (400) hours, up to a maximum of eighty (80) hours, at the rate of One Hundred Dollars (\$100).
- (B) This subsection applies to the Battalion Chief position and each employee in a Bargaining Unit Position.
- (1) Each employee shall accrue twelve (12) hours sick leave for each month of active employment.
  - (2) If at the end of any calendar year an employee has seven hundred twenty (720) hours sick leave accrued (not counting sick leave to be sold back), the employee may elect to sell back to the city up to one hundred forty-four (144) hours of sick leave; however, the hours of sick leave sold back under this subsection cannot exceed the hours of sick leave earned the previous year less the sick leave used during that year.
  - (3) If an employee has more than two thousand eight hundred eighty (2,880) hours sick leave accrued at the end of any calendar year (not counting sick leave to be sold back), the employee may sell up to seventy-two (72) hours of sick leave back to city in any calendar year. The total number of hours of sick leave (adding hours under subsections (B)(2) and (B)(3)) sold back by an employee may not exceed one hundred forty-four (144) hours in any calendar year.
  - (4) Upon retirement, City will pay a retiring employee for sick leave hours accrued between 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
- (1) 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 20<sup>th</sup> anniversary date.

**SECTION 12 Twenty Year Bonus**

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

- (C) An employee who has attained at least twenty (20) years of full-time employment shall receive a prorated portion of the annual twenty (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 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**  
**2022 Base Wages**

Fire Chief	\$3,451.60 Bi-weekly
Assistant Fire Chief	\$3,230.29 Bi-weekly
Certified Chief Inspector	\$34.59 per Hour
Chief Inspector	\$32.08 per Hour
Inspector I	\$29.54 per Hour
Inspector II	\$27.87 per Hour

	<u>Annual Base Salary</u>	<u>Base Wage per Hour</u>
Battalion Chief	\$76,193	\$27.65 per Hour
Captain	\$64,863	\$23.54 per Hour
Ambulance Captain	\$64,863	\$23.54 per Hour
Lieutenant	\$61,587	\$22.35 per Hour
Ambulance Lieutenant	\$61,587	\$22.35 per Hour
Sergeant	\$58,149	\$21.10 per Hour
Ambulance Sergeant	\$58,149	\$21.10 per Hour
Private	\$56,689	\$20.57 per Hour
Probationary Private	\$56,689	\$20.57 per Hour



PASSED by the Goshen Common Council on December \_\_\_\_\_, 2021.

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

ATTEST:

\_\_\_\_\_  
Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on December \_\_\_\_\_, 2021, at the hour of \_\_\_\_\_: \_\_\_\_\_  
\_\_\_\_.m.

\_\_\_\_\_  
Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on December \_\_\_\_\_, 2021.

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

# Draft Schedule #1

## 2022 GOSHEN CITY COUNCIL CALENDAR

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

### January

S	M	T	W	T	F	S
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### February

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### April

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#### Key:



Council meeting



Special dates

Holidays

#### Notes:

- Feb. 14: Joint meeting with School Board
- April 1–8: GCS Spring Break
- May 6: Council Retreat
- Sept. 20: Budget 1st reading
- Oct. 4–6: AIM Idea Summit
- Oct. 11: Budget 2nd reading
- Oct. 17–21: GCS Fall Break
- Oct. 25: Additional budget meeting if needed
- Dec. 27: Year-end category transfers, 5:30 p.m.



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### September

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