



## **Goshen Common Council**

**6:00 p.m., October 30, 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 Carly Sensenig, daughter of Jesse and Amanda Sensenig

### **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. 16, 2023 Regular Meeting

**Approval of Meeting Agenda**

**Privilege of the Floor**

**1) Ordinance 5166** – 2024 Compensation for Civil City and Utilities Employees

**2) Ordinance 5165** – 2024 Compensation for Elected Officials

**3) Ordinance 5167** – 2024 Compensation for Fire Department Employees

**4) Ordinance 5168** – 2024 Compensation for Police Department Employees

**5) Ordinance 5169** – Authorization to Appoint Police Reserve Officers and Payment of Compensation in 2024

**Elected Official Reports**

***Adjournment***



## GOSHEN COMMON COUNCIL

### Minutes of the OCTOBER 16, 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 6:02 p.m. Assisted by the Mayor, Noah Miller led the Pledge of Allegiance. Noah, a first-grade student, is the son of Gary and Katya Miller of Goshen.

At 6:04 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)

#### Approval of Minutes:

Mayor Leichty asked the Council's wishes regarding the minutes of the Oct. 2, 2023 Regular Meeting. Councilor Eichorn moved to accept the minutes as submitted. Councilor Nisley 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. Councilor King moved to accept the agenda as submitted. Councilor Pérez seconded the motion. Motion passed 7-0 on a voice vote.

#### Privilege of the Floor:

At 6:05 p.m., Mayor Leichty invited public comment for matters not on the agenda.

There were no public comments, so the Mayor closed Privilege of the Floor at 6:05 p.m.

Mayor Leichty said the Council tonight would be considering five salary ordinances for City employees. She said the City was still awaiting the final version of the City compensation study from Baker Tilley Municipal Advisers. The Mayor said the results of the study would affect the distribution of the \$200,000 set aside in the 2024 budget for employee raises. Mayor Leichty said proposed Ordinance 5166, 2024 Compensation for Civil City and Utilities Employees, would be modified based on the final version of the study after a meeting Oct. 19 with Baker Tilly staff and City staff. She said Ordinance 5166 would be before the Council on Oct. 30 for final passage.

Councilor King asked how the \$200,000 figure for raises was determined. Mayor Leichty said that was the amount possible in the budget based on available City resources.

#### 1) Ordinance 5165 – 2024 Compensation for Elected Officials (First Reading)

Mayor Leichty called for the introduction on First Reading of Ordinance 5165, 2024 Compensation for Elected Officials. Council President Weddell asked the Clerk-Treasurer to read Ordinance 5165 by title only, which was done.

**Weddell/Pérez moved to approve Ordinance 5165 on First Reading.**



**BACKGROUND:**

**Before the Council, for first reading, was Ordinance 5165, the City of Goshen's proposed 2024 Compensation for Elected Officials, including wages and benefits.**

**Under Ordinance 5165, Goshen elected officials would receive the following bi-weekly salaries in 2024:**

(A) **Mayor – \$4,063 bi-weekly.** The salary shall be paid 60% from the general fund of the Civil City and 40% from the funds of Water and Sewer Utilities.

(B) **Clerk-Treasurer –\$3,097 bi-weekly.** The salary shall be paid 70% from the general fund of the Civil City and 30% from the funds of Water and Sewer Utilities.

(C) **Judge – \$2,225 bi-weekly.** The salary shall be paid 100% from the general fund of the Civil City.

(D) **Common Council Members – \$647 bi-weekly.** The salary shall be paid sixty percent 60% from the general fund of the Civil City and 40% from the funds of the Water and Sewer Utilities.

**Ordinance 5165 also:** establishes additional compensation for a Common Council member serving on a collective bargaining unit negotiation team (\$500 stipend); sets the longevity pay increases for the Mayor (\$5,000 each year commencing at the beginning of the Mayor's fifth year in office); and describes the Public Employee's Retirement Fund benefits for the Mayor, Clerk-Treasurer and Judge.

**Ordinance 5165 also: describes the health insurance benefits for the Mayor and Clerk-Treasurer; sets the cell phone stipends for the Mayor, Clerk-Treasurer and Judge (\$50 maximum per month) and establishes the annual technology stipend (\$500) for Common Council members.**

**OCT. 16, 2023 COUNCIL DISCUSSION AND FIRST READING OF ORDINANCE 5165:**

**Mayor Leichty asked Councilors if they had any comments or questions about Ordinance 5165.**

**Councilor King** said that based on the prior conversation about the City salary study, she was "feeling dissatisfied that we again" don't have the study for this Council conversation and prior to a vote on the salary ordinances. **Councilor King then made a motion to remove SECTION 2 Additional Compensation (B) – the longevity pay for the Mayor.**

**SECTION 2 Additional Compensation (B) is written as follows:**

**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.*

**Councilor King** said the provision could be revisited after the Council receives the salary study. She said this motion would not affect this Mayor or a future Mayor, "but it's just kind of keeping us in line with what we had requested and personally, I'm just not comfortable putting longevity bonus pay on an elected official, as an elected official, before we are sure where others (City employees) fall. That's why I would make that motion."

**Councilor Pérez** asked when the Baker Tilly study would be available. **Mayor Leichty** said she hopes this month. She noted that the study is a year and a half overdue, but that Baker Tilly employees were making a concerted effort to complete the process and were aware that the City salary ordinances must be approved by Nov. 1.

**Council President Weddell** noted that there was a motion on the floor. **Clerk-Treasurer Aguirre** said there was no second to the motion.



**Mayor Leichty asked if there was additional Council discussion.**

**Council President Weddell** noted there cannot be further conversation until the motion is seconded. **Councilor King** agreed there could be no further discussion unless the motion was seconded or died for lack of a second.

**Councilor Nisley then seconded Councilor King's motion to amend Ordinance 5165 by removing SECTION 2 Additional Compensation (B) – Longevity pay for the Mayor.**

**Councilors Weddell and King** said a Council discussion could now take place.

**Councilor Nisley** said he seconded the motion because he would like a vote on it. He said it should be brought to the table and voted on, adding that he was neither for nor against it at this point. **Councilor King** said she appreciated **Councilor Nisley** seconding the motion.

**Council President Weddell** said he appreciated **Councilor King** raising the issue before the meeting. Although he said they "may not agree on this entirely," the Council President said he has long felt that the position of the Mayor was underpaid, regardless of who was the Mayor. He said he was offering that perspective not based on what any other communities pays, but based on his experience in the private sector and the Goshen's Mayor workload. So, the Council President said that is why he has sought an increase for the Mayor and also voted to add the longevity provision – and wanted it to remain – to compensate the Mayor for having more experience.

**Councilor Eichorn** said she appreciated **Councilor King's** position, but said he supported retaining the longevity pay provision based on the pay of other City employees who are making more or the same as the Mayor as well as the amount of work expected of the Mayor. She said longevity pay was a great incentive for Mayors to stay in office. Councilor Eichorn also said the Mayor is not paid enough for the work performed.

**Council President Weddell** said he agreed 100 percent with **Councilor King** that the City compensation study is overdue, adding "there's no excuses for that."

**Councilor King** responded that the pay of the Goshen Mayor "exceeds the amount that most mayors of comparable size, median income and property values" receive. She said Goshen's mayor works hard, but what's unknown is if all employees down the line are also compensated at the level of comparable cities. Councilor King said Goshen's Mayor is fairly compensated and while others may believe a longevity increase is merited, she is hesitant to support that until she knows the compensation levels of City employees down the line.

**There were no further Council comments on the motion to amend Ordinance 5165, so at 6:14 p.m., Mayor Leichty invited public comments.**

**Goshen City Court Judge Richard L. Mehl** said that when one first learns about something and hasn't heard the explanation for it, one might think it's unfair. Judge Mehl said he also has learned that if one doesn't advocate for a position, no one else will. So, when he said he first learned about Ordinance 5165 and the longevity provision, Judge Mehl said he thought it was good because the Mayor would have been re-elected by the voters, is doing a better job and will receive a longevity pay increase.

"And then I said, 'Wait a minute. Why does that elected official get a longevity bonus and the other ones don't? So that would include the Judge. That would include the Clerk-Treasurer. That would include everyone on the Council. I mean, if you get re-elected, you come back. Your constituents want you here. You've done a good job. You're better and you're more experienced. So why doesn't it apply to everybody?'"



**Judge Mehl** continued, “So, my argument isn’t against it as much as is it fair to just give it to one elected official and not the others? And I agree that if you look at the private sector at what a CEO can earn, of a business the size of Goshen, that they’re underpaid. And that’s probably true in any elected official position.

“I can tell you it’s true as far as what I’m paid as judge vs. what I make as a private attorney. It isn’t even close. That was not a consideration that I made when I ran for judge. I knew what the money (to be received) was. That’s fine. And I ran for the position and fortunately I was elected. And that’s the same way with running for re-election.”

**Judge Mehl** added, “The pay is fine for what I do, but it just struck me as unfair that it doesn’t apply to everybody. So, I’m in a part-time position, so a part-time position wouldn’t get a longevity increase like a full-time position would be, but I just wanted to come and basically say it doesn’t seem fair. Legally can you do it? Yeah, but it is it fair?”

**There were no further public comments, so at 6:17 p.m., Mayor Leichty closed the comment period on the motion to amend Ordinance 5165. Mayor Leichty asked if the Council was ready to vote.**

**Council President Weddell** said he appreciated **Judge Mehl**’s comments. He said of the elected official positions only two are full time – the Mayor and the Clerk-Treasurer and the others are part time, although also elective positions. Council President Weddell said that before he joined the Council, **Councilor Everett Thomas** worked diligently to raise the Mayor’s salary, but the proposal never passed. After Councilor Thomas decided not to seek re-election, Council President Weddell said he took on the issue and it didn’t pass for many years. He said he believes the position should be paid more, but hasn’t been able to get enough Council support for that and the only way he could increase the pay was to successful advocate for a longevity increase after a Mayor served five years. Council President Weddell told Judge Mehl that he would prefer to raise the Mayor’s base salary, so as not to have longevity pay only for the Mayor, but implementing it was the only way to increase the Mayor’s salary.

**Councilor Pérez** said the Council could implement a yearly series of partial increases until a Mayor has served five years and could get the full longevity bonus. He said the current Council could consider a pay increase for the Mayor.

**Council President Weddell** said he would prefer to make that proposal to the next Council.

**Councilor King** said with more information, a longevity pay increase could be reasonable again. However, without that information, Council King said it seemed arbitrary and perhaps unfair to other elected officials who could also benefit from a longevity pay increase as well as other City employees.

**Councilor Pérez** said he agreed with **Councilor King** that more information is good and helps the Council make better decisions. He said **Judge Mehl**’s position was well taken and he said he was intrigued by the possibility that the next Council could consider conducting a performance appraisal of the Mayor, with key performance indicators. However, Councilor Pérez conceded he will not be on the next Council and instead will be in the audience asking questions. He added that he was ready to vote.

**There no further Council comments. Mayor Leichty asked the Clerk-Treasurer to conduct a roll call vote.**

**On a roll call vote, Councilors deadlocked 3-3-1 on the King/Nisley motion to amend Ordinance 5165 by removing “SECTION 2 Additional Compensation (B) – Longevity pay for the Mayor” with Councilors King, Nisley and Schrock voting “yes,” Councilors Eichorn, Perez and Weddell voting “no” and Councilor Riegsecker voting “pass.” Asked if he wanted to change his vote, Councilor Riegsecker voted “no,” and the amendment was defeated by a 4-3 margin at 6:21 p.m.**



Mayor Leichty announced that the motion to amend failed on a 4-3 vote. She then asked if there were further Council comments on Ordinance 5165, *2024 Compensation for Elected Officials (First Reading)*.

Council President Weddell said that was “one of the most intriguing discussions so far.” Mayor Leichty responded, “It’s a Christmas miracle,” drawing some laughter.

Council President Weddell said he appreciated Councilor King’s viewpoint on the issue. Councilor Eichorn agreed.

Councilor Nisley explained his vote, saying that he affirmed Judge Mehl’s perspective about “fairness” and wants to address a similar point later during the meeting.

There were no further Council comments at this point, so at 6:23 p.m., Mayor Leichty invited public comments on Ordinance 5165, *2024 Compensation for Elected Officials*, which was before the Council for First Reading. There were none.

Mayor Leichty asked if there were further Council comments or questions.

Council President Weddell asked Assistant City Attorney Don Shuler if the motion to amend Ordinance 5165, which just failed, could be brought back to the Council at its next meeting if new information was presented.

Shuler responded that if the motion was worded the same as tonight, it could not be considered again, because it already has been defeated. However, he said it could if it was adjusted and concerned a related provision, such as longevity pay for the judge and not the Mayor. He said that would be appropriate.

Councilor King asked about bringing a motion to reconsider. Shuler said in most circumstances, a motion to reconsider must be made at the same meeting.

Councilor Nisley asked what would happen if Ordinance 5165 was defeated tonight. Council President Weddell said if Ordinance 5165 was defeated tonight, it would be “dead” and pay would revert to last year’s ordinance.

There were no further Council comments or questions. Council President Weddell said Councilors 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 5165, 2024 Compensation for Elected Officials, on First Reading by a 7-0 margin, with all Councilors present voting yes at 6:26 p.m.***

Councilors declined to give unanimous consent to proceed with the Second Reading of Ordinance 5165. Ordinance 5165, *2024 Compensation for Elected Officials*. It is scheduled to be back before the Common Council for Second Reading on Oct. 30, 2023.

## **2) Ordinance 5167 – 2024 Compensation for Fire Department Employees**

Mayor Leichty called for the introduction on First Reading of Ordinance 5167, *2024 Compensation for Fire Department Employees*. Council President Weddell asked the Clerk-Treasurer to read Ordinance 5165 by title only, which was done.

**Weddell/Eichorn moved to approve Ordinance 5167 on First Reading.**



**BACKGROUND:**

**Before the Council, for First Reading, was Ordinance 5167, the City of Goshen’s proposed 2024 Compensation for Fire Department Employees, including wages and benefits.**

**Ordinance 5167** is a 12-page document that sets forth a wide range of compensation provisions for Fire Department employees, including who is covered, wages, benefits, vacation and sick leave, holiday compensation, longevity increases in pay, uniform allowances, certification pay, classification pay, and more.

**2024 Base Wages:**

<b>Fire Chief</b>	\$3,822.48 Bi-weekly
<b>Assistant Fire Chief</b>	\$3,577.38 Bi-weekly
<b>Certified Chief Inspector</b>	\$38.31 per hour
<b>Chief Inspector</b>	\$35.52 per hour
<b>Inspector I</b>	\$32.71 per hour
<b>Inspector II</b>	\$30.87 per hour

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

**OCT. 16, 2023 COUNCIL DISCUSSION AND FIRST READING OF ORDINANCE 5167:**

Mayor Leichty asked if there were any comments or questions by Councilors about Ordinance 5167.

There were no Council questions, so at 6:27 p.m., Mayor Leichty invited public comments on Ordinance 5167, *2024 Compensation for Fire Department Employees*, which was before the Council for First Reading. There were no public comments, so Mayor Leichty closed the public comment period at 6:28 p.m.

There were no Council comments or questions and Council President Weddell said Councilors were ready to vote.

***On a voice vote, Councilors unanimously passed Ordinance 5167, 2024 Compensation for Fire Department Employees., on First Reading by a 7-0 margin, with all Councilors present voting yes at 6:28 p.m.***

Councilors declined to give unanimous consent to proceed with the Second Reading of Ordinance 5167, so it will be back before the Common Council for Second Reading on Oct. 30, 2023. Council President Weddell said Councilors preferred to only approve the ordinance on First Reading.



**Clerk-Treasurer Aguirre** pointed out to the Council that at last year’s equivalent Common Council meeting, on Oct. 10, 2022, Councilors unanimously passed the five salary ordinances for City employees.

**Council President Weddell** asked if there was a deadline concern.

**Mayor Leichty** said the salary ordinances must be approved by Nov. 1, so they would need to be passed at the Council’s next meeting on Oct. 30. She said the Council was free to pass any of the salary ordinances on second reading tonight. She added that Ordinances 5167, 5168 and 5169 reflected the outcome of union negotiations.

**Council President Weddell again asked if there was unanimous consent by Councilors to consider Ordinance 5167, 2024 Compensation for Fire Department Employees, on Second Reading. There was not.**

**3) Ordinance 5168, 2024 Compensation for Police Department Employees**

**Mayor Leichty called for the introduction on First Reading of Ordinance 5168, 2024 Compensation for Police Department Employees. Council President Weddell asked the Clerk-Treasurer to read Ordinance 5168 by title only, which was done.**

**Weddell/Riegsecker moved to approve Ordinance 5168 on First Reading.**

**BACKGROUND:**

**Before the Council, for first reading, was Ordinance 5168, the City of Goshen’s proposed 2024 Compensation for Police Department Employees.**

**Ordinance 5169** is an 11-page document that sets forth a wide range of compensation provisions for Police Department employees, including who is covered, wages, benefits, vacation, sick and personal leave, holiday compensation, longevity increases in pay, clothing allowances, technical skills pay, specialty pay, shift differentials, court time pay, a residency bonus, a hiring bonus, and more.

**2024 Base Wages:**

**POLICE OFFICERS**

***Bi-Weekly Salary***

<b>Police Chief</b>	\$3,737.08
<b>Assistant Police Chief</b>	\$3,538.77
<b>Division Chief</b>	\$3,376.82

	<b><i>Annual Base Salary Base</i></b>	<b><i>Wage per hour</i></b>
<b>Captain</b>	\$77,557	\$36.83
<b>Lieutenant</b>	\$72,519	\$34.43
<b>School Resource Officer</b>	\$72,519	\$34.43
<b>Detective</b>	\$72,519	\$34.43
<b>Sergeant</b>	\$70,471	\$33.46
<b>Patrol Officer</b>	\$68,045	\$32.31
<b>Probationary Patrol Officer</b>	\$60,386	\$28.67



**CIVILIAN EMPLOYEES**

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

**OCT. 16, 2023 COUNCIL DISCUSSION AND FIRST READING OF ORDINANCE 5168:**

Mayor Leichty asked if there were any comments or questions by Councilors on Ordinance 5168.

There were no Council questions, so at 6:30 p.m., Mayor Leichty invited public comments on Ordinance 5168, *2024 Compensation for Police Department Employees*, which was before the Council for First Reading. There were no public comments, so Mayor Leichty closed the public comment period at 6:30 p.m.

There were no Council comments or questions and Council President Weddell said Councilors were ready to vote.

*On a voice vote, Councilors unanimously passed Ordinance 5168, 2024 Compensation for Police Department Employees, on First Reading by a 7-0 margin, with all Councilors present voting yes at 6:31 p.m.*

Council President Weddell asked if there was unanimous consent by Councilors to proceed to Second Reading of Ordinance 5168, *2024 Compensation for Police Department Employees*. There was not, so Ordinance 5168 will be back before the Common Council for Second Reading on Oct. 30, 2023.

**4) Ordinance 5169, Authorization to Appoint Police Reserve Officers and Payment of Compensation in 2024**

Mayor Leichty called for the introduction on First Reading of Ordinance 5169, *Authorization to Appoint Police Reserve Officers and Payment of Compensation in 2024*. Council President Weddell asked the Clerk-Treasurer to read Ordinance 5169 by title only, which was done.

*Weddell/Nisley moved to approve Ordinance 5169 on First Reading.*

**BACKGROUND:**

Before the Council, for first reading, was Ordinance 5169, the City of Goshen’s proposed Authorization to Appoint Police Reserve Officers and Payment of Compensation in 2024.

Ordinance 5169 would authorize the City Board of Public Works and Safety to appoint up to 10 Police Reserve Officers to be utilized by the Goshen Police Department. It also would establish the compensation for Police Reserve Officers, which would include a uniform allowance (\$500), court appearance compensation (which is the current overtime rate per hour for a Probationary Patrol Officer) and coverage and pay for a duty-related illness or injury.

**OCT. 16, 2023 COUNCIL DISCUSSION AND FIRST READING OF ORDINANCE 5169:**

Mayor Leichty asked if there were any comments or questions by Councilors on Ordinance 5169, *Authorization to Appoint Police Reserve Officers and Payment of Compensation in 2024*.



There were no Council questions, so at 6:31 p.m., Mayor Leichty invited public comments on Ordinance 5169, *Authorization to Appoint Police Reserve Officers and Payment of Compensation in 2024*, which was before the Council for First Reading. There were no public comments, so Mayor Leichty closed the public comment period at 6:31 p.m.

There were no Council comments or questions and Council President Weddell said Councilors were ready to vote.

*On a voice vote, Councilors unanimously passed Ordinance 5169, Authorization to Appoint Police Reserve Officers and Payment of Compensation in 2024, on First Reading by a 7-0 margin, with all Councilors present voting yes at 6:32 p.m.*

Council President Weddell asked if there was unanimous consent by Councilors to proceed to Second Reading of Ordinance 5169, *Authorization to Appoint Police Reserve Officers and Payment of Compensation in 2024*. There was not, so Ordinance 5169 will be back before the Common Council for Second Reading on Oct. 30, 2023.

#### 5) Ordinance 5166, 2024 Compensation for Civil City and Utilities Employees

Mayor Leichty called for the introduction on First Reading of Ordinance 5166, *2024 Compensation for Civil City and Utilities Employees*. Council President Weddell asked the Clerk-Treasurer to read Ordinance 5166 by title only, which was done.

**Weddell/Eichorn moved to approve Ordinance 5166 on First Reading.**

#### **BACKGROUND:**

Before the Council, for first reading, was Ordinance 5166, the City of Goshen's proposed 2024 Compensation for Civil City and Utilities Employees, including wages and benefits, as fixed by the Mayor, except for Police and Fire Department employees.

Ordinance 5166 is a 17-page document, with 14 pages of attachments, which sets forth the employees covered by the ordinance, lists positions, classifications, grades and wages, describes how and when wages are paid, pension and health insurance benefits, vacation leave, sick leave, holidays (13), floating holidays, increment pay, longevity bonuses, funeral leave, court duty pay, paid leave, clothing and fitness allowances, CPA license pay, state certification bonuses, cell phone stipends, collective bargaining agreement provisions, overtimes compensation and other provisions. Attached to Ordinance 5166 were five exhibits (documents) which list: all City positions, by Department, classifications and grades; the 2024 wages for all grades; the 2024 hourly wages for Teamster employees; the 2024 wages for ungraded positions; and the 2024 wages for certain temporary, intermittent or seasonal positions.

#### **OCT. 16, 2023 COUNCIL DISCUSSION AND FIRST & SECOND READING OF ORDINANCE 5166:**

Mayor Leichty asked if there were questions, comments or discussion by Councilors on Ordinance 5166.



**Councilor Nisley** said he had a question about longevity pay. He asked why a union employee would receive a higher bonus for longevity pay than a non-union employee. He asked why the City wasn't being fair about that. Councilor Nisley said union employees may have asked for higher longevity pay, but it was the Council's responsibility to be fair about employee pay.

**Mayor Leichty** said it was a fair and pertinent question. She said all of the unions had high priorities for various aspects of compensation most relevant to their members. She said the City did not budget for higher compensation for Civil City and Utilities employees, which is why longevity pay is capped at that level.

**Councilor Nisley** said to be fair to City employees, the Council should revisit this issue and provide the same amount of longevity pay to non-union employees as it does to union employees. He said he will further examine this issue before the Second Reading of Ordinance 5166.

**Mayor Leichty** said the City is trying to be as equitable as possible, which is why the ongoing City salary study is so important. She said City staff is looking holistically at salaries and benefits to ensure employees receive as close to the mid-range (in pay) as possible for each position. So, she said **Councilor Nisley** was making a fair point.

**Council Nisley** asked if the City requires employees who are represented by unions to join those unions. **Mayor Leichty** responded that union membership is optional.

**Council Nisley** said some City employees don't have the option of joining a union. The **Mayor** agreed.

**Councilor King** asked for a clarification of the issue. **Mayor Leichty** said the majority of City employees are represented by unions. She estimated 85 to 90% of City employees are resented by unions and asked **Clerk-Treasurer Aguirre** to clarify this figure. **Aguirre** said that was probably accurate, noting that the largest City Departments all had union employees.

**Mayor Leichty** said she understood **Councilor Nisley's** larger point – that Civil City employees should have comparable pay and benefits as union employees. She said in principle she agreed and that the City is seeking to make sure employees receive equitable pay. **Councilor Nisley** said he understood that some non-union employees may receive higher pay as the result of the salary study. **Mayor Leichty** agreed.

**Council President Weddell** summarized the compensation of union vs. non-union employees when it came to increment pay and longevity pay as specified by Ordinance 5166. He noted that after 17 years of employment, non-union employees can earn a maximum in annual increment pay of \$1,700 a year and union employees could earn a maximum of \$2,000. But after three more years, all qualifying employees receive \$2,000 in increment pay, meaning that it takes non-union employees three more years to reach the \$2,000 level than union employees.

**Assistant City Attorney Don Shuler** pointed out that the longevity bonus only applies to those hired before 1990.

**Councilor King** asked if some City employees cannot join unions.

**Mayor Leichty** said no employees are prohibited from joining unions. She said she only wanted to point out that the majority of City employees have union representation.

**Councilor Nisley** said some City employees cannot join unions, such as administrative assistants as well as Department heads. **Mayor Leichty** agreed. **Councilor Nisley** said those City employees are as valuable as any union employees. One audience member responded with applause.

**Councilor Schrock** said it appeared **Councilor Nisley** was making the point that the City shouldn't penalize non-union employees. **Councilor Nisley** agreed, adding that the City is not treating everyone as equal as it can.



**Council President Weddell** said a distinction he would make is if an employee has the ability to join a union and chooses not to, that would be one category. And a second category would be those unable join a union. He said his father was active in a teacher's union. He said the union would advocate for teachers and what frustrated him was that the teachers who did not join the union still benefitted from those negotiations.

**Councilor Nisley** said if a person has the option to join a union and did not, he had no problem with that. He said he was more concerned about those who cannot join a union.

**Council President Weddell** said that number is pretty small.

**Mayor Leichty** said that doesn't mean the number is insignificant. She said she understood the point **Councilor Nisley** was making. Again, the Mayor said the City is trying to look holistically at salaries and benefits to make sure there was an equitable distribution of funds for compensation. She said some unions gave up some benefits and negotiated for other benefits, so the benefits are not equal for all employees now.

**Councilor Pérez** asked if it would be possible to determine the number of City employees who are not eligible to join unions. He said this could address **Councilor Nisley's** concern about the disparity in longevity pay.

**Councilor Nisley** said the number is insignificant to him because being fair across the board is what matters, whether five or 25 people would be affected. He said all City employees should be paid fairly, whether or not they are union members.

**Councilor Eichorn** thanked the Council for having this discussion. She said having just left a position with Goshen Community Schools, support staff there have raised the same question. She said she appreciated standing up for non-union employees and making sure they have fair compensation. Councilor Eichorn added that she believes the City wants to look at employee compensation holistically to make sure all employees are fairly paid.

**Councilor King** asked if there was a motion on the floor.

**Council President Weddell** said the Council was considering Ordinance 5166 as a whole.

**Councilor Nisley** said all employees are making close to the same pay, but some are getting larger bonuses than others. **Council President Weddell** said for long-time employees, union vs. non-union, it was only a \$300 difference.

**Council President Weddell** said the larger issues, as brought up by **Councilor Pérez**, was the number of people affected – those who cannot join a union. That number could help inform the Council of the extent of the issue. If it was 100 people, it could cost the City \$300 per person and \$30,000 a year overall vs. if it was five employees, it would cost the City a total of \$1,500 a year. Still, he said a \$300 payment would help affected employees in terms of the principle it represented. He asked about the City's ability to get that number by the next meeting.

**Mayor Leichty** said it would not be difficult to get that number.

**Council President Weddell** said that based upon that number "this conversation could go in a different direction."

**Mayor Leichty** responded that this was true to an extent, but pointed out that since the City's budget for 2024 has been approved, it cannot now be increased overall.

**Council President Weddell** said it also might be good to determine who choose not to join union vs. those who cannot join a union.

**Councilor Pérez** said it would be helpful to have that information for the next meeting.



**Councilor Riegsecker** asked if the Council was asking for the number of non-union employees who have worked for the City for 17 years or more. **Councilor Pérez** agreed that was the number he was seeking.

**Councilor Nisley** said if the Council changes the ordinance, it should only affect the 2024 compensation.

**There were no further Council questions, so at 6:48 p.m., Mayor Leichty invited public comments on Ordinance 5166, 2024 Compensation for Civil City and Utilities Employees, which was before the Council for First Reading.**

**Theresa Sailor, the Grant Writer and Educator for the City Environmental Resilience Department,** said Exhibit A, the listing of 2024 positions, classifications and grades for City positions, was missing a current employee – a Forestry Assistant, who was not listed under the Department of Environmental Resilience.

**Council President Weddell** said this possibly was a clerical error that could be added before the next Council meeting. **Mayor Leichty** said if it's any consolation, the position was included in the 2024 budget.

**Tara Hetler, an employee with the City Engineering Department,** thanked Judge Richard Mehl for stating that if you don't stand up for yourself who will, "because I do not have a union and I do not have the option to join a union." She also thanked **Councilor Nisley** for his question, even though he was not citing sections of Ordinance 5166 that would apply for her.

**Hetler** said she has struggled over the past few weeks with the thought of whether to speak, even though she might face consequences for her comments. She said she wanted to talk about what non-represented employees feel. She said she knows union employees are getting bigger pay increases than non-union employees.

Unlike some of the union employees, whose workload is not affected by staffing shortfalls, **Hetler** said she has had a higher workload because of absences in the Engineering and Building Departments. She said she has trained three new employees, closed more than 2,000 open permits from 2019 through 2022 for the Building Department on top of her normal work duties and trying to support **City Director of Public Works & Utilities Dustin Sailor**, "who is doing the work of three engineers."

**Hetler** said not only will she just be getting a 3.5% pay increase, while Teamster union members get 5% increases and Police and Fire employees get more, but even Dustin Sailor is also just getting a 3.5% pay increase. She said Sailor also wasn't given the opportunity to advocate for higher pay for his employees, but other Department heads were allowed to do so.

**Hetler** said even though her job title is administrative assistant, she also functions as the City's technical review coordinator for the City and coordinates all plan reviews for commercial projects. **Hetler** said she also provides technical support for the City's online permitting system, trains staff and provides support before department employees are allowed to reach out to the City's technical support staff for that software.

**Hetler** concluded, "It is not about the money or the extras. It is the message that I am receiving. And I only speak for myself, but it's a hard message that I'm trying to accept. So, I apologize, but it is nothing personal against anyone."

**Mayor Leichty** responded, "You don't have to apologize, **Tara**. Thank you."

**Councilor Pérez** said he appreciated **Hetler's** comments, adding that they were helpful in understanding what she was experiencing as well as the workload. He said it compelled him to ask if an employee was being asked to take on more duties. He asked how the City was working on this issue. **Councilor Pérez** said he admired **Hetler** and thanked her for her comments. He said he would encourage more communication to address these issues.



**Mayor Leichty** responded that the situation **Hetler** identified stemmed from a significant shortage of resources in several departments that the City is working hard to remedy. He said there have been significant consequences on staff who have carried that additional load. She said the City was still working on the issue in a number of ways by adding external and internal resources. She said there are staff members like **Hetler** and others who have done an exemplary job of helping the City sustain its operations under difficult circumstances in the past year.

**Councilor Eichorn** said the City's wage study includes a review of job descriptions and an evaluation of what employees are doing. She asked if **Hetler's** position could be adjusted to reflect what she's actually doing.

**Mayor Leichty** said there were two components to that question. She said the review of job descriptions was part of the study and part of the reason it is incomplete because the consultants have been working to make sure they are accurate. The Mayor said whether or not **Hetler's** job classification would change would have more to do with the budgeting process the City has already been through and whether there's capacity within the budget to make adjustments to a certain point. She said action could be taken, if necessary, but it wouldn't be an automatic process.

**Councilor King** said she assumed there was an internal grievance process if an employee felt their job wasn't being described correctly. **Mayor Leichty** responded that there was a process for that as well.

**Councilor Eichorn** said, "I 100% resonate with what **Tara** just said. I felt the exact same thing for the past few years and it's positions that are not covered by unions that employees feel a lot of frustration and I commend her for having the courage to come up here tonight and talk to us. And I thank you"

**Councilor Pérez** said he wanted to point out that this could be a human resource and legal situation "if we're tacking on more things on an employee and there is no compensation for that." He said it could become problematic and the City cannot seek more work without compensation and an adjustment in an employee's job description. He asked the Assistant City Attorney to respond.

**Assistant City Attorney Don Shuler** said it is difficult to give a general answer because the answer would depend on the specific situation. He said his answer would depend on if the job description included a "catch-all provision of other duties as assigned." He said compensation is usually based on a general list of duties and the inclusion of time spent – compensation for hours worked. He said additional compensation can be required when the worker exceeds the agreed-upon hours or the duties. He said he hasn't reviewed all of the City job descriptions, but believes most would include the catch-all provision of "other duties as assigned." He added there would be legal and policy issues.

**Councilor Pérez** said if an employee was having to work 50 hours, that situation would need to be addressed with additional compensation.

**Mayor Leichty** said that kind of situation would be addressed and that the City follows hour and wage laws.

**Assistant City Attorney Don Shuler** said wages are different when it comes to certain duties, particularly in a non-union situation where there is employment at-will.

**Tara Hetler** said her job description does specify any duties assigned by the Department head. However, she said it is not her Department she has been working for. She said she has been doing work for another Department.

**Councilor Pérez** said that was a good observation.

**Council President Weddell** said the "elephant in the room" was the Engineering Department which has been struggling for quite some time. He said **Dustin Sailor**, **Tara Hetler** and other department employees should be commended for what they are doing. He said he is frustrated that in the private sector, employers can easily provide extra pay for employees for their extra efforts, but that's more difficult when it comes to government employees even though they are just as deserving. Council President Weddell concluded by telling **Hetler**: "Thank you for coming. If anyone gives you a hard time, you've got seven people up here who will go to bat for you."



There were no further public comments, so Mayor Leichthy closed the public comment period at 7:05 p.m.

Mayor Leichthy asked if Councilors had additional comments. There were none and Council President Weddell said Councilors were ready to vote.

*On a voice vote, Councilors unanimously passed Ordinance 5166, 2024 Compensation for Civil City and Utilities Employees, on First Reading by a 7-0 margin, with all Councilors present voting yes at 7:06 p.m.*

Council President Weddell again asked for Councilors to be informed prior the next meeting about the number of City employees ineligible to join a union.

Council President Weddell also said there was not unanimous consent by Councilors to consider on Second Reading Ordinance 5166, so it will be back before the Common Council on Oct. 30, 2023.

#### **6) Information item: Council meeting schedule for the remainder of 2023**

Clerk-Treasurer Aguirre announced that at the request of Mayor Leichthy, and with the affirmation of Common Council members, there will be a modification of the Council's meeting schedule for November.

Aguirre said 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.**

Through the minutes of the Oct. 2 Council meeting, Aguirre said the news media and public have already been notified of this change, but the news media will be advised again, notices also will be posted at City Hall and outside the Council chamber and people will be informed through the City's website and Facebook page.

Aguirre said the final meetings of the year are scheduled to take place 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.

Council President Weddell said the Council also will meet on **Oct. 30** to approve the salary ordinance.

Mayor Leichthy said no action was required on this agenda item.

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

Councilor Eichorn said the City Community Relations Commission sponsored an **Indigenous People's Day** event last week. She said it was well attended and very well done. She commended CRC member Casey Kasper-Welles and the CRC subcommittee for their work organizing the event. Councilor Eichorn said she was impressed with the speakers and their wealth of knowledge. She added that the singing and dancing were very moving, and she can't wait to see what will be done next year.

Councilor King said she attended and also enjoyed the event. She also thanked those who made it possible.

Council President Weddell said the **City Redevelopment Commission** met last week and focused on preparation of the commission's annual report, which includes revenue, expenditures and projections. He noted that the Redevelopment Commission annually brings in \$11.5 million per year through the collection of Tax Increment Financing (TIF) revenue for projects across the City. Without TIF revenue, he said the City would only bring in \$200,000 in tax revenue. He added that he cannot imagine what the City would be like without the commission.



**Councilor King** asked where this information would be available, presumably in the commission's meeting packet.

**Council President Weddell** said the last meeting was Oct. 10. He added that many people are not aware of the Redevelopment Commission's role and don't understand what would happen without it.

**Mayor Leichty** said the City of Goshen does redevelopment projects well and that's a significant advantage for the community.

**Councilor King** said that was the "if they weren't here" argument – if no one built anything. She said it was not as "black and white" an issue.

**Council President Weddell** said tax revenue is black and white.

**Mayor Leichty** said the issue is the amount of taxes that would be collected on those properties.

**Council President Weddell** said the "gray" of the issue is whether those projects would happen without the Redevelopment Commission. **Councilor King** agreed.

**Council President Weddell** announced that the Common Council will need to make **appointments to City Boards and Commissions in January**. He provided the following summary:

- **Redevelopment Commission** – Two one-year positions. Currently serving in the positions are Council President Weddell and Andrea Johnson.
- **Plan Commission** – One open position for a four-year term. Currently serving is Councilor Doug Nisley.
- **Shade Tree Board** – Two open positions for three-year terms. Currently serving are Melanie Helmuth and Emma Conrad.
- **Community Relations Commission** – One open position for a three-year term. Currently serving is Glenn Null.
- **Economic Development Commission** – One open position for a four-year term. Currently serving is Zack Bontrager.
- **Goshen Public Library** -- One open position for a 4-year term. Currently serving is Brad Mosness.

**Councilor King** asked Council President Weddell to clarify if these were openings because people are leaving boards or are their terms expiring. **Council President Weddell** said their terms are expiring.

**Councilor King** said it would be good to clarify that because sometimes people submit their names and are disappointed by not being chosen after an incumbent is reappointed. **Council President Weddell** said the incumbents on the board may be reappointed, but they will have to apply just like any other candidate and the Council will decide.

**Councilor Eichorn** asked if **Council President Weddell** could email the list to Councilors. **Council President Weddell** said he would do so.

**Councilor Pérez** asked if **Council President Weddell** had the full list of appointees, both by the Council and the Mayor. **Council President Weddell** said this was just a list of Council appointments. He added that when he receives the applications, he will respond to the applicants and let them know that some current board members may choose to reapply. **Councilor King** said applicants would appreciate that information.

**Councilor Nisley** asked when the Council will have to make the appointments. **Council President Weddell** responded that four years ago, the Council decided that appointments should happen at the first or second meeting in January. So, in this case, the Council President said the new Council will make the appointments.



**Mayor Leichty** said that **Shade Tree Board member Melanie Helmuth** is now a full-time City staff member, and the Mayor assumes she can no longer serve on the Board. **Council President Weddell** said Helmuth may not be on the board now. He said he would double check on that.

**Councilor Eichorn** said that given the time required by new Councilors to review applications, plenty of time should be given for the new Councilors to also contact the applicants. **Council President Weddell** agreed and said it would probably be better for appointments to be made at the last meeting in January instead of the first meeting in January. **Councilor Eichorn** agreed. **Council President Weddell** said he would recommend that time frame, but the decision will be up to the next Council.

**Mayor Leichty** asked if there were additional reports by Councilors. There were not.

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

**Mayor Leichty** adjourned the meeting at 7:16 p.m.

**APPROVED:**

\_\_\_\_\_  
**Gina Leichty, Mayor of Goshen**

**ATTEST:**

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

# 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 (2<sup>nd</sup>) 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 (3<sup>rd</sup>), fourth (4<sup>th</sup>), and fifth (5<sup>th</sup>) 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 (6<sup>th</sup>), seventh (7<sup>th</sup>), eighth (8<sup>th</sup>), ninth (9<sup>th</sup>), and tenth (10<sup>th</sup>) 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 (11<sup>th</sup>) 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 (1<sup>st</sup>) day of each month, starting on the first (1<sup>st</sup>) 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 (1<sup>st</sup>) day of each month, starting on the first (1<sup>st</sup>) 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**

<b>Department/Office</b>	<b>Position</b>	<b>Classification</b>	<b>Grade</b>
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**

<b>Department/Office</b>	<b>Position</b>	<b>Classification</b>	<b>Grade</b>
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**

<b>Department/Office</b>	<b>Position</b>	<b>Classification</b>	<b>Grade</b>
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**

<b>Department/Office</b>	<b>Position</b>	<b>Classification</b>	<b>Grade</b>
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**

<b>Department/Office</b>	<b>Position</b>	<b>Classification</b>	<b>Grade</b>
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**

<b>Department/Office</b>	<b>Position</b>	<b>Classification</b>	<b>Grade</b>
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**

<b>Department/Office</b>	<b>Position</b>	<b>Classification</b>	<b>Grade</b>
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**

<b>Department/Office</b>	<b>Position</b>	<b>Classification</b>	<b>Grade</b>
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**

<b>Union Category</b>	<b>0 to 1 Year</b>	<b>1 Year to 3 Years</b>	<b>Over 3 Years</b>
<b>A</b>	\$29.40	\$31.50	\$33.60
<b>B</b>	\$24.09	\$26.28	\$28.46
<b>C</b>	\$23.51	\$26.01	\$27.74
<b>D</b>	\$22.98	\$25.43	\$27.39
<b>E</b>	\$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 <sup>1</sup>	Covered, Exempt (Salary)	See Below
Legal	Assistant City Attorney <sup>2</sup>	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

<sup>1</sup> 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.

<sup>2</sup> 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**

<b>Department/Office</b>		<b>Position</b>	<b>Classification</b>	<b>Hourly Wage Range</b>	
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 OF GOSHEN LEGAL DEPARTMENT

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October 30, 2023

To: Goshen Common Council

From: Shannon Marks, Legal Compliance Administrator

Subject: Proposed Amendment(s) to  
Ordinance 5166 – 2024 Compensation for Civil City and Utilities Employees

Ordinance 5166, 2024 Compensation for Civil City and Utilities Employees, was passed on first reading on October 16, 2023. After discussion at the October 16 meeting and further review of the Ordinance by City staff, following are suggested motions for the amendment of Ordinance 5166:

- (1) Move to amend Ordinance 5166, Exhibit A, 2024 Positions, Classifications and Grades, by:
  - (a) *Deleting* “Engineering; Utilities City Engineer, 70% Water & Sewer Utilities/30% Stormwater Utility; Covered, Exempt (Salary); 30”, and *adding* “Engineering; Utilities City Engineer, 30% Civil City/70% Water & Sewer Utilities; Covered, Exempt (Salary); 30.”
  - (b) *Deleting* “Engineering; Asset Manager, 50% Civil City/50% Water & Sewer Utilities; Covered, Non-Exempt (Hourly); 12”, and *adding* “Engineering; Asset Manager, 60% Civil City/40% Water & Sewer Utilities; Covered, Non-Exempt (Hourly); 12.”
  - (c) *Adding* “Engineering; Inspector I, 50% Water & Sewer Utilities/50% Stormwater Utility; Covered, Non-Exempt (Hourly); 10.”
- (2) Move to amend Ordinance 5166, Exhibit B, 2024 Wages for All Grades, by *deleting* Exhibit B that is based on a 3.5% wage increase, and *adding* Exhibit B that is based on a 5% wage increase.
- (3) Move to amend Ordinance 5166, Exhibit D, 2024 Wages for Ungraded Positions, by *deleting* Exhibit D that is based on a 3.5% wage increase, and *adding* Exhibit D that is based on a 5% wage increase.

Note, there are no changes to Exhibit C, 2024 Hourly Wages for Teamster Employees, and Exhibit E, 2024 Wages for Certain Temporary, Intermittent, or Seasonal Positions.

Ordinance 5166 attached to this memo is based on the adoption of the above amendments.

# 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 (2<sup>nd</sup>) 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 (3<sup>rd</sup>), fourth (4<sup>th</sup>), and fifth (5<sup>th</sup>) 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 (6<sup>th</sup>), seventh (7<sup>th</sup>), eighth (8<sup>th</sup>), ninth (9<sup>th</sup>), and tenth (10<sup>th</sup>) 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 (11<sup>th</sup>) 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 (1<sup>st</sup>) day of each month, starting on the first (1<sup>st</sup>) 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 (1<sup>st</sup>) day of each month, starting on the first (1<sup>st</sup>) 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**

<b>Department/Office</b>	<b>Position</b>	<b>Classification</b>	<b>Grade</b>
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 30% Civil City/70% Water & Sewer Utilities	Covered, Exempt (Salary)	30

**EXHIBIT A**  
**2024 Positions, Classifications and Grades**

<b>Department/Office</b>	<b>Position</b>	<b>Classification</b>	<b>Grade</b>
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 60% Civil City/40% 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	Inspector I 50% Water & Sewer Utilities/50% Stormwater Utility	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

**EXHIBIT A**  
**2024 Positions, Classifications and Grades**

Department/Office	Position	Classification	Grade
Environmental Resilience	Office Assistant I	Covered, Non-Exempt (Hourly)	7
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	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	Planning and Zoning Attorney	Non-Covered, Ineligible (Salary)	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

**EXHIBIT A**  
**2024 Positions, Classifications and Grades**

Department/Office	Position	Classification	Grade
Mayor	Director of Administrative Affairs 60% Civil City/40% Water & Sewer Utilities	Non-Covered, Eligible (Salary)	13
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

**EXHIBIT A**  
**2024 Positions, Classifications and Grades**

<b>Department/Office</b>	<b>Position</b>	<b>Classification</b>	<b>Grade</b>
Parks & Recreation	Recreation Supervisor	Covered, Exempt (Salary)	14
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

**EXHIBIT A**  
**2024 Positions, Classifications and Grades**

<b>Department/Office</b>	<b>Position</b>	<b>Classification</b>	<b>Grade</b>
Parks & Recreation	Laborer - General - Softball Field Maintenance	Covered, Exempt-Recreational (Hourly)	1
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

**EXHIBIT A**  
**2024 Positions, Classifications and Grades**

Department/Office	Position	Classification	Grade
Redevelopment	Office Assistant II	Covered, Non-Exempt (Hourly)	6
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

**EXHIBIT A**  
**2024 Positions, Classifications and Grades**

Department/Office	Position	Classification	Grade
Water & Sewer	Maintenance Manager	Covered, Exempt (Salary)	18
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

**EXHIBIT A**  
**2024 Positions, Classifications and Grades**

Department/Office	Position	Classification	Grade
Water & Sewer	Wastewater Treatment Operator	Covered, Non-Exempt (Hourly)	Ex C
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		\$15.24		\$18.25		\$21.27	1
2		\$16.11		\$19.30		\$22.48	2
3		\$16.98		\$20.33		\$23.68	3
4		\$17.84		\$21.36		\$24.89	4
5		\$18.68		\$22.37		\$26.06	5
6		\$19.55		\$23.42		\$27.28	6
7		\$20.41		\$24.45		\$28.48	7
8		\$21.28		\$25.48		\$29.69	8
9		\$22.14		\$26.51		\$30.89	9
10		\$23.00		\$27.55		\$32.09	10
11	\$1,909.06	\$23.86	\$2,286.30	\$28.58	\$2,663.54	\$33.29	11
12	\$1,978.04	\$24.73	\$2,368.91	\$29.61	\$2,759.78	\$34.50	12
13	\$2,047.01	\$25.59	\$2,451.51	\$30.64	\$2,856.01	\$35.70	13
14	\$2,115.98	\$26.45	\$2,534.11	\$31.68	\$2,952.24	\$36.90	14
15	\$2,184.96	\$27.31	\$2,616.72	\$32.71	\$3,048.48	\$38.11	15
16	\$2,253.95	\$28.17	\$2,699.34	\$33.74	\$3,144.73	\$39.31	16
17	\$2,322.92	\$29.04	\$2,781.94	\$34.77	\$3,240.96	\$40.51	17
18	\$2,391.90	\$29.90	\$2,864.55	\$35.81	\$3,337.20	\$41.72	18
19	\$2,460.87		\$2,947.15		\$3,433.43		19
20	\$2,529.84		\$3,029.75		\$3,529.66		20
21	\$2,598.82		\$3,112.36		\$3,625.90		21
22	\$2,667.79		\$3,194.96		\$3,722.13		22
23	\$2,736.76		\$3,277.56		\$3,818.36		23
24	\$2,805.74		\$3,360.17		\$3,914.60		24
25	\$2,874.71		\$3,442.77		\$4,010.83		25
26	\$2,943.69		\$3,525.38		\$4,107.07		26
27	\$3,012.66		\$3,607.98		\$4,203.30		27
28	\$3,081.63		\$3,690.58		\$4,299.53		28
29	\$3,150.61		\$3,773.19		\$4,395.77		29
30	\$3,219.58		\$3,855.79		\$4,492.00		30
31	\$3,290.09		\$3,940.23		\$4,590.37		31
32	\$3,362.13		\$4,026.50		\$4,690.87		32
33	\$3,436.47		\$4,115.53		\$4,794.59		33
34	\$4,003.48		\$4,794.59		\$5,585.70		34
35	\$4,379.43		\$5,244.83		\$6,110.23		35

**EXHIBIT C**  
**2024 Hourly Wages for Teamster Employees**

<b>Union Category</b>	<b>0 to 1 Year</b>	<b>1 Year to 3 Years</b>	<b>Over 3 Years</b>
<b>A</b>	\$29.40	\$31.50	\$33.60
<b>B</b>	\$24.09	\$26.28	\$28.46
<b>C</b>	\$23.51	\$26.01	\$27.74
<b>D</b>	\$22.98	\$25.43	\$27.39
<b>E</b>	\$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)	\$2,118.31 Bi-Weekly
Court	Probation Officer <sup>1</sup>	Covered, Exempt (Salary)	See Below
Legal	Assistant City Attorney <sup>2</sup>	Covered, Non-Exempt (Hourly)	\$52.72 per Hour
Legal	Planning and Zoning Attorney	Non-Covered, Ineligible (Salary)	\$346.33 Bi-Weekly
Non-specified	Board of Public Works and Safety Member, excluding Mayor	Non-Covered, Ineligible (Salary)	\$200.78 Bi-Weekly

<sup>1</sup> 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.

<sup>2</sup> 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**

<b>Department/Office</b>		<b>Position</b>	<b>Classification</b>	<b>Hourly Wage Range</b>	
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

# 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 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 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



**CITY OF GOSHEN LEGAL DEPARTMENT**

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

October 30, 2023

To: Goshen Common Council

From: Shannon Marks, Legal Compliance Administrator

Subject: Proposed Amendment(s) to  
Ordinance 5167 – 2024 Compensation for Fire Department Employees

Ordinance 5167, 2024 Compensation for Fire Department Employees, was passed on first reading on October 16, 2023. Due to the recent negotiations between the City and the Goshen Firefighters Association Local No. 1443, International Association of Firefighters, and an oversight when preparing Ordinance 5167, it is necessary to amend Section 5, Firefighters' Pension and Disability Fund. Following is the suggested motion for the amendment:

Move to amend Ordinance 5167, Section 5, Firefighters' Pension and Disability Fund, by *deleting* the following text from the second sentence, "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."

Ordinance 5167 attached to this memo is based on the adoption of the above amendment.

# 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**

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- (E) This subsection applies to the Battalion Chief position and each employee in a Bargaining Unit Position.
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- (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.

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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 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 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