



CITY OF NEW HAVEN

910 Hartzell Road
New Haven, IN 46774

AGENDA **Fire/EMS Territory Agenda** **November 13, 2025, at 3:00 PM**

I. CALL TO ORDER

- A. Welcome - please silence cell phones and other electronic devices.
- B. Pledge of Allegiance
- C. Roll Call
- D. Approval of Minutes from the previous meeting
- E. Pay Claims and Register

II. UNFINISHED BUSINESS

- A. Refinishing Bay Floor at Maumee Township Station
- B. Merit Draft
- C. Merit Ordinance Resolution

III. NEW BUSINESS

- A. Title Change for District Chief
- B. Title Change for Deputy Chief
- C. 2026 Lieutenants Promotion Process
- D. Station #5 Cardiac Monitor LifePak 15
- E. 2026 Medical Director Dr. Smith Contract
- F. Employee Tuition Reimbursement

IV. ADJOURNMENT

STATION 1 – 420 BROADWAY ST | NEW HAVEN
 STATION 2 – 4625 E PAULDING RD | ADAMS TOWNSHIP
 STATION 3 – 910 HARTZELL RD | NEW HAVEN
 STATION 4 – 22731 MAIN ST | WOODBURN
 STATION 5 – 17022 WOODBURN RD | MILAN TOWNSHIP

MEMBER	APPOINTED BY	TERM
Chad Bauer-Member	Adams Township Board	01/01/24-12/21/2026
Steve Ottenweller-Secretary	Jefferson Township Board	01/01/24-12/21/2026
Jeff Abbott-Member	Maumee Township Board	01/01/24-12/21/2026
Mark Bradtmueller-Vice President	Milan Township Board	01/01/24-12/21/2026
Bob Byrd-President	Mayor	01/01/24-12/21/2026
Mark Smith-Member	East Central Board	01/01/24-12/21/2026
John Graber-Member	City of Woodburn	01/01/24-12/21/2026

Meetings are archived and can be viewed live at <https://newhavenin.portal.civicclerk.com/>.

EAST CENTRAL

FIRE AND EMS PROTECTION TERRITORY

STATION 1 - 420 BROADWAY ST | NEW HAVEN

STATION 2 - 4625 E PAULDING RD | ADAMS TOWNSHIP

STATION 3 - 910 HARTZELL RD | NEW HAVEN

STATION 4 - 22731 MAIN ST | WOODBURN

STATION 5 - 17022 WOODBURN RD | MILAN TOWNSHIP



Territory Board Members,

I am requesting your approval to refinish the Maumee Township Station Floor. The Flooring is original from 1976 when the building became a Fire Station. The Maumee Township Station sits in the heart of Woodburn, and it is a staple in the community for many community related events, the annual Homecoming Parade starts at the station, the annual Halloween event and festival takes place at the Fire Station, the annual Easter Egg Hunt is hosted in combination with the Parks/Township/Lion's and the station is a alternate weather site. We have also requested a quote from local Monroeville S & K Metal Fabrication to redo the metal flooring grates. We originally started this project out by consulting with a local Woodburn Contractor, who suggested we not completely overhaul the concrete floor and try this and flooring grates as a more feasible alternative.

The cost to repair the floor will come from the ERF 4444-0100-4364.00 Building Maintenance Line

Sincerely,

Joshua Hale

ESTIMATE



Prepared For

East Central Fire Station
(260) 385-4133

Homestead Coatings And Construction LLC

21631 State Rd 37
Harlan, IN 46743
Phone: (260) 341-4221
Email: homesteadbyschwartz@gmail.com

Estimate # 161
Date 09/19/2025

Description	Total
123 system for Woodburn station Colored Epoxy base,2 coats Colored urethane topcoat with grip	\$11,050.00
Control joints -Clean control joints - fill joints and grind back to flush	\$960.75
Repairs Repairs along drain..spalling in various areas	\$650.00
Line striping Yellow lines for parking	\$875.00
Subtotal	\$13,535.75
Total	\$13,535.75

By signing this document, the customer agrees to the services and conditions outlined in this document.

East Central Fire Station



Estimate

Date	Estimate #
10/3/2025	6187-1738

260-444-2459

4023 Transportation Dr. Ste. A
Fort Wayne IN 46818

Name / Address
New Haven Adams Township Fire & EMS Doug Call 910 Hartzell Rd. New Haven IN 46774

Project
Woodburn - East Central Fire

Item	Description	Qty	U/M	Total
23-Floor Coverings	Floor Coverings - Color: Smoke w/Tomato 1/4" Includes diamond grinding concrete floor in preparation for coating. Includes repair of small holes and cracks. Includes filling Saw Cuts 3/4 full and coating over. Includes Epoxy Base Color Coat Includes Decorative Chip Includes polyaspartic LPR top coat	2,450	sqft	12,862.50
Line-Striping	Epoxy Line Striping	302	ft	1,208.00
Repair	Repair floor - damaged areas along the drain grate	70	ea	2,105.00
Subtotal				\$16,175.50
Sales Tax (7.0%)				\$0.00
Total				\$16,175.50

1
2 **Section 1.01(A): Temporary Promotion and Hiring Flexibility Provision relating to**
3 **Section 1.05 and 1.07**

4 Each district or territory shall make a reasonable and good faith effort to follow the
5 hiring and promotional procedures outlined in this agreement and in accordance with
6 applicable Indiana state statutes. This includes documenting, justifying, and securing
7 Board approval for any necessary deviations from the established processes.

8 Unless formally extended by a vote of the Territory or District Board at a public meeting,
9 the merit system procedures outlined in this agreement shall become mandatory and fully
10 enforceable as of January 1, 2026. Any such extension must be approved by majority
11 vote and recorded in the official meeting minutes prior to that date.

12 If an extension is granted, it may delay the mandatory compliance date, but in no case
13 shall it extend beyond January 1, 2027, at which point all districts and territories shall be
14 fully subject to the merit system provisions described herein.

15 For purposes of this agreement, in any department where a union is not formally
16 recognized, references to the "Union" shall refer to the regular members of the
17 Department. In such cases, decisions typically made by the Union shall instead be made
18 by a majority vote of those regular members, consistent with governing laws and
19 departmental policies.

20 **Section 1.01 FIRE MERIT COMMISSION; ORGANIZATION**

21 A. The Fire Merit Commission (the "Commission") shall consist of five (5)
22 commissioners. The commissioners are:

- 23 1. Two (2) persons, elected by the active members (the "Members") of the
24 District/Territory (the "Department") A reasonable effort will be made to select
25 individuals of different political parties;
26 2. One (1) person appointed by the Provider Unit
27 3. Two (2) persons, appointed by the appointing authority (District/Territory Board).
28 A reasonable effort will be made to select individuals of different political parties.

29 Notwithstanding I.C. 36-1-8-10, political affiliation shall be determined through
30 the voters' registration records of the three (3) most recent primary elections.

- 31 B. Each commissioner must have been a legal resident of Allen County, or
32 contiguous county, for three (3) consecutive years immediately preceding the
33 commissioner's term and must be a person of good moral character. A
34 reasonable effort will be made to select individuals from your specific
35 district/territory. A commissioner must be at least twenty-one (21) years of age.
36 A commissioner may not be an active first responder of our district/territory.
37 C. Each commissioner shall take an oath of office to conscientiously discharge the
38 commissioner's duties. A signed copy of the oath shall be filed with the

1 appointing authority.

- 2 D. Commissioners shall not receive any compensation for service as a
3 commissioner.

4 **Section 1.02 COMMISSIONERS; TERMS; TENURE**

5 A. The term of a commissioner is four (4) years.

6 B. A vacancy on the commission shall be filled within thirty (30) days by the
7 appointing or electing authority. The selection is for the remainder of the
8 unexpired term.

9 C. A commissioner serves at the pleasure of the appointing or electing authority and
10 may be removed at any time. The process for the election and removal of a
11 commissioner elected by the Members of the Department shall be determined by IAFF
12 Local 124 (the "Union"). If no union exists, the process shall be determined by a
13 majority vote of the Members of the Department.

14 **Section 1.03 RULES OF PROCEDURE**

15 A. Authority. The Commission is created by and granted authority and jurisdiction
16 as provided by the appointing authority. In considering any matter related to this
17 ordinance, the commissioners will consider state law, County Code, any
18 collective bargaining agreement between the Union and the appointing authority,
19 and orders, policies, notices and guidelines issued from time to time by the Fire
20 Chief and the Fire Administration. Unless otherwise stated herein, any change to
21 the provisions of this ordinance requires approval by the appointing authority.

22 B. Meetings.

23 1. Annual Organizational Meeting. The Commission shall meet annually on the
24 first Tuesday of February at a time and place to be designated by the
25 Commission. At the annual meeting the Commissioners shall select from their
26 number a President, Vice-President, and Secretary.

27 2. Monthly Meetings. The Commission shall meet monthly on the first Tuesday
28 of each month or as needed in order to transact the business of the
29 Commission.

30 3. Special Meetings. Any Commission member may call Special Meetings of the
Commission.

4. Executive Session. The Commission may meet in Executive Session
consistent with the provisions of Indiana Code § 5-14-1.5-6.1 as amended.

5. Meeting Location. The Commission shall establish a regular meeting location.
The location shall be suitable to accommodate the business of the
Commission, including appropriate access by the public, and must also
accommodate remote electronic participation as permitted by state law.

6. Open Meetings. All meetings of the Commission, except Executive Sessions,
shall be open to interested parties and members of the general public desiring
to witness the proceeding or be heard by the Commission in accordance with
this ordinance.

7. Quorum. Three (3) voting commissioners, including commissioner
participation remotely by electronic means, to the extent allowed by state law,
constitute a quorum. A majority vote of all five voting commissioners (and
not simply a majority of the quorum) is necessary to transact the business of

1 the Commission. The President shall have a vote on all matters coming
2 before the Commission. Voting by proxy is not permitted. In any case where
3 a vote of the Commission does not result in official action of the Commission,
4 a subsequent meeting of the Commission shall be rescheduled and the
5 decision reconsidered for action.

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8. Order of Business. Each meeting of the Commission shall adhere to the following order of business:
 - a. Call to Order
 - b. Pledge of Allegiance
 - c. Roll Call of Members and Staff
 - d. Adoption of Agenda
 - e. Review of Minutes of Previous Meeting
 - f. Unfinished Business
 - g. New Business
 - h. Miscellaneous Business
 - i. Fire Chief's Report
 - j. Commissioners' Comments
 - k. Public Comment
 - l. Adjournment
 9. Agenda. Commissioners, the Fire Chief, the Union, and any Member may propose Commission agenda items to be heard by the Commission. Proposed agenda items shall be submitted to the Secretary of the Commission no later than three (3) days prior to the next scheduled meeting of the Commission. If a proposed agenda item relates to a specific document(s), the relevant portion of the document(s) shall be submitted with the proposal. The proposed agenda shall be distributed no later than three (3) days prior to that meeting to the Fire Chief, the Union, and the media (according to the media distribution list). Documents referenced in the agenda or that will be addressed according to the agenda shall be made available in advance of that meeting on request unless otherwise restricted from distribution by applicable law. In accordance with the Commission's Order of Business, the Commission shall review and adopt an agenda from the proposed agenda items submitted.
 10. Voting. All voting by the Commission shall be in the form of either a roll call vote or a voice vote. Generally, a voice vote shall be used in deciding all matters. In any instances in which a voice vote is used, any commissioner of the Commission may make a motion requesting a roll call vote. Such roll call vote shall be taken if the motion receives a second from another commissioner.
 11. Minutes and Record of Proceedings. The Secretary or their designee shall maintain minutes of all public Commission meetings. The minutes of each meeting shall be reviewed by the Commission at its subsequent meeting. No minutes shall be considered official until they are approved by a majority vote as provided in section 7. Above and signed by all voting commissioners present. The minutes shall remain on file with the Fire Department. Copies of the minutes of any meeting may be ordered by any party, and cost thereof shall be paid by the party ordering such copy or copies.
 12. Orderly Conduct Required. Every person appearing before the Commission shall abide by the order and direction of the Commission's presiding officer. Discourteous, disorderly, or contemptuous conduct shall be regarded as a

1 breach of the privileges of the Commission and shall be dealt with as the
2 President deems fair and proper.

3 13. Parties Must Appear in Person. At disciplinary hearings before the
4 Commission, parties must appear in person (unless otherwise provided by
5 law), but may bring an attorney or representative. However, commissioners
6 may participate remotely by electronic means to the extent allowed by state
7 law.

8 14. Contacting any Commissioner Regarding Pending Matters Prohibited. No
9 person, firm, corporation, public employee, or body politic shall contact any
10 commissioner, nor shall a Commissioner solicit such contact, orally or in
11 writing, in advance of a public hearing or executive session, on a matter then
12 pending for decision by such Commission, for the purpose of attempting to
13 influence any commissioner's decision.

14 C. MISCELLANEOUS PROVISIONS:

15 1. Rules of Procedure. The most recent edition of *Robert's Rules of Order* shall
16 govern the conduct of all meetings except to the extent that it conflicts with
17 Indiana law or this ordinance.

18 2. Suspension of Rules. The suspension of any Rule of Procedure may be
19 ordered at any meeting of the Commission by unanimous vote of those
20 members present.

21 3. Conflict of Interest. A commissioner shall not participate in any way,
22 including in the discussion and the vote, in any matter involving a relative that
23 is pending before the Commission: "Relative" means any of the following:

- 24 a. Spouse;
- 25 b. Parent or step-parent;
- 26 c. Child or step-child;
- 27 d. Brother, sister, step-brother or step-sister;
- 28 e. Niece or nephew;
- 29 f. Aunt or uncle;
- 30 g. Daughter-in-law or son-in-law;
- h. Cousin;
- i. Sister-in-law or brother-in-law

An adopted child of an individual is treated as a natural child of the individual. The terms "brother" and "sister" include a brother or sister by the half blood. If commissioners have a conflict of interest under this rule, they shall remove themselves physically from the room in which the matter is being discussed and/or voted upon, and similarly shall go off-line if participating in the meeting telephonically or digitally. Prior to removing themselves from the discussion and/or vote, the commissioner shall disclose the conflict of interest for the record. In the case of an undisclosed conflict of interest subsequently discovered regarding a matter, any commissioner or party to the matter can require by request that the matter be heard and/or voted upon again by the Commission in the absence of the commissioner with the conflict of interest.

Section 1.04 UPPER-LEVEL APPOINTMENTS-

1 A. The Merit Commission may appoint and remove Members except for a Member
2 in an upper-level policymaking position. The appointing authority shall appoint
3 and may remove a Member in an upper level policymaking position. For the
4 purposes of this subsection, the term “upper-level policymaking position” shall
5 mean the Fire Chief and the two (2) ranks below the Fire Chief. To the extent
6 this is in conflict with any other definition contained in this ordinance, this
7 definition shall be controlling. However, with respect to the two ranks below the
8 Fire Chief, Members holding those two ranks are subject to the rules governing
9 discipline described herein, with the exception of how disciplinary matters related
10 to Members holding these two ranks are processed. Allegations of misconduct
11 filed against Members holding a Deputy Chief and Assistant Chief position, will
12 be reviewed in a hearing by the merit commissioners. Any finding by each
13 commissioner shall result only in a written recommendation by each
14 commissioner separately to the Appointing authority. Each commissioner will
15 send their individual recommendation to the other commissioners and to the
16 Appointing authority for the Appointing authority’s consideration and
17 determination. Discipline based on those recommendations shall be at the
18 Appointing authority’s sole discretion. The Fire Chief will report the Appointing
19 authority’s determination and outcome to the Merit Commission in the next
20 regular open session.

21 For the Fire Chief, any allegation of misconduct shall be submitted to the merit
22 commission and reviewed in an executive session by the merit commission to
23 ensure confidentiality and fairness. The results and recommendations of the
24 executive session review shall be shared exclusively with the Appointing
25 Authority for their consideration and final determination. The Appointing
26 Authority shall have the sole discretion to determine appropriate action, if any,
27 based on the recommendations provided. Only in the case of termination of the
28 Fire Chief shall the results be made public by the Appointing Authority.

29 B. The removal of a Member from an upper-level policymaking position is removal
30 from rank only and not from the Department. When the Member is removed, the
Member shall be appointed by the Commission to the merit rank in the
Department that the Member held at the time of the Member’s upper-level
appointment. If such a rank is not open, the Member is entitled to the pay of that
rank and shall be promoted to that rank as soon as an opening is available. If a
Member is not a regular member of the Department or does not hold a
position covered by the 77s PERF, they may be subject to termination from
the Department upon removal from the upper-level position or ancillary
position. If a regular member voluntarily vacates a promoted level position,
they shall to return to their previously held regular merited position within
the department.

31 C. **Section 1.05 RULES GOVERNING THE HIRING PROCESS- Reference**
32 **Section 1.01(A): Temporary Promotion and Hiring Flexibility Provision**

33 A. To be eligible for appointment to the Fire Department, an applicant must be:

1. A citizen of the United States;
 2. A high school graduate or equivalent;
 3. At least eighteen (18) years of age on the day that the application process closes, but under forty (40) years of age on the date of employment, which is the date that a Member completes all of the conditions in the conditional offer of employment and is sworn in by the appropriate authority. However, the age requirements do not apply to a person who has been previously employed as a member of a qualified fire department or who has prior military experience consistent with state law. A qualified fire department is one which participates in the Indiana State Pension Relief System (Act of 1977); and
 4. Accepted by the Indiana State Pension System (INPRS Act of 1977 for Fire and Police).
- B. No one may appeal any part of the hiring process, unless otherwise described herein.
- C. To be reappointed to the Department, persons must meet all the requirements for appointment. If they meet those requirement they may be placed, upon approval of the appointing authority, on the hiring list.
- D. A person may not be appointed or reappointed if the person has a felony conviction of record.
- E. Applications for appointment or reappointment to the Department must be filed with the appropriate agency. The applicant must produce satisfactory proof of the date and place of the applicant's birth.
- F. Applicants for appointment to the Department must pass the general aptitude test required under state law. The general aptitude test shall: (1) reflect the essential functions of the job; (2) be conducted according to procedures adopted by the Commission; (3) be administered in a manner that reasonably accommodates the needs of disabled applicants; and (4) the written test will be provided, validated and scored by a testing agency. The results of the general aptitude test shall be filed with the Fire Administration. The minimum score of 70% shall be required to be placed on the eligibility list.
- G. Applicants for appointment or reappointment shall successfully complete within the allotted time of ten (10) minutes and twenty (20) seconds the Candidate Physical Ability Testing ("CPAT"), which assesses a candidate's physical ability to perform the essential job functions of a firefighter consistent with the job description of a Member. Applicants who fail to successfully complete the CPAT in under ten (10) minutes and twenty (20) seconds will be ineligible for hire.
- H. Applicants shall then be rated on the selection criteria and testing methods adopted by the Commission, which may include mental alertness, character, and habits. The Fire Administration shall place the names of applicants with passing scores on an eligibility list by the order of their scores on their general aptitude test and oral interview and shall submit the list to the Commission for approval.
- I. The following parameters shall be used to score and rank applicants:
1. A panel will be used to interview candidates to determine stress tolerance, ability to reason and solve problems, flexibility, ability to work as an effective team member, strength of interpersonal relations, service orientation, professional integrity, motivation and preparation for a public safety career, continuous learning and achievement striving, and strength of verbal communications.

2. The panel will score the applicants based upon their answers to specific questions.
 3. A minimum score of seventy percent (70%) shall be required for placement on the eligibility list.
- J. The Fire Chief will determine the number of applicants to be given a conditional offer of employment. An average of the general aptitude test score and the oral interview score will be used to rank the applicants. Applicants will be placed on the eligibility list in the order of their ranking. Only those candidates who have passed the general aptitude test, the oral interview, and the CPAT will be placed on the eligibility list. Pursuant to state law, five points (5%) will then be awarded to those applicants who have been honorably discharged from military service and children of professional municipal firefighters or police officers killed in the line of duty.
1. Those on the eligibility list will be subject to a background investigation prior to proceeding with the required examinations identified in applicable state law.
 2. If an applicant reaches the applicant's fortieth birthday while still on the eligibility list, the applicant's name shall be removed from the eligibility list, unless otherwise eligible under state law.
 3. The eligibility list remains effective for two (2) years from the date of certification unless the Commission terminates or extends the expiration date of the list upon petition by the Fire Chief.
- K. When the Fire Chief deems it appropriate to fill vacancies in the Department, the Commission, upon request of the Fire Chief, shall direct the Fire Administration to administer the physical agility test required under state law to the appropriate number of applicants having the highest score on the eligibility list or to an applicant who completes a lateral transfer process established by the Fire Chief and approved by the Commission. If a selected applicant successfully completes the physical agility test, the applicant shall then be given a conditional offer of employment if:
1. The applicant passes the required examinations identified in state law; and
 2. The applicant passes the background check.
- L. All appointments are probationary for a period not to exceed one year, unless extended by the Commission on petition by the Fire Chief or as otherwise stated herein, from being sworn in. The Fire Chief has sole discretion to establish reasonable conditions and requirements for successful completion of the probationary period. If the Fire Chief determines that a probationary Member's conduct or capacity is not satisfactory or that a probationary Member has not satisfied any of the conditions and requirements of successful completion of the probationary period, the Fire Chief may notify the Commission in writing of that determination, and make a recommendation that the probationary period be extended or that the probationary Member be terminated from employment. The Fire Administration shall provide a copy of that notification and recommendation to the probationary Member. The notification must be served prior to the expiration of the probationary period. Service of such notice suspends the expiration of the probationary period for that probationary Member. The probationary Member, within ten (10) days of service of such notification, may request a hearing of the matter before the Commission, and that request shall be granted. The probationary period for the probationary Member shall be extended

1 until the Commission renders its decision regarding the Fire Chief's
2 recommendation. In all other cases, at the end of the probationary period, the
3 Member is considered regularly employed. In no case shall the probationary
4 period extend beyond two (2) years from the date of hire.

4 **Section 1.06 REINSTATEMENT**

5 A person ordered to be reinstated by a Court of competent jurisdiction must:

- 6 A. Qualify for acceptance into the state fire pension;
- 7 B. Not have a felony conviction of record; and
- 8 C. Meet training requirements, as determined by the Fire Chief.

9 **Section 1.07 RULES GOVERNING PROMOTIONS- Reference Section 1.01(A):
10 Temporary Promotion and Hiring Flexibility Provision**

- 11 A. The Fire Chief or Chief of Training shall announce the start of a promotional
12 process through an official notice. The date of that notice is the "Notice Date" for
13 the rank of Lieutenant, Captain, and/or Battalion Chief in the Operations Division
14 as needed. This notice shall include instructions regarding submissions of
15 applications.
- 16 B. A panel of three (3) Members, one (1) of whom is selected by the
17 Union/department and two (2) selected by the Fire Administration, each of whom
18 has held at least the rank which is the subject of promotion or is a current
19 Assistant Chief or higher rank and has been certified as a Qualified Captain, as
20 defined in Department policy, will:
 - 21 1. Recommend selection of testing materials subject to approval by the
22 Commission;
 - 23 2. Serve as observers during each part of the process; and
 - 24 3. Review all appeals regarding the tests and provide a recommendation to the
25 Commission for the Commission's review and determination.
- 26 C. Any Member who has successfully completed a promotion process has met all of
27 the prerequisites to participate in future promotional processes for that rank.
- 28 D. Prerequisites. Promotions to a merit rank must be from the next lower rank.
 - 29 1. Lieutenant candidates must have completed five (5) years of service as a
30 Member with a minimum of two (2) years in the Operations Division. A full
 five (5) years of service must be completed by the application date.
 - 2. Captain candidates must have served a minimum of two (2) years at the
 rank of Lieutenant in the Operations Division of the Department. A full two
 (2) years of service must be completed by the application date.
 - 3. Battalion Chief candidates must have served a minimum of two (2) years at
 the rank of Captain in the Operations Division of the Department. A full one
 (2) years of service must be completed by the application date.
 - 4. To be eligible for promotion, a Member must have achieved an overall
 rating of "satisfactory" or "competent" on each of their last five (5)
 evaluations.
 - 5. In order to be eligible for the Assessment Center, a Member may request
 and receive a variance from the Commission by establishing that the
 Member has experience equivalent to the certification(s) and years of

1 service, otherwise required. This is applicable only to the Indiana state
2 certifications described herein. The Member must meet the following
3 minimum training requirements prior to application date:

4 6. The Fire Administration will make reasonable efforts to provide prerequisite
5 courses.

6 i. LIEUTENANT. The Member must have completed the following
7 courses certified by the State of Indiana:

- 8 a. Instructor I
- 9 b. Fire Officer Strategy and Tactics
- 10 c. Fire Officer I
- 11 d. Incident Safety Officer (Any Member who holds a Safety Officer
12 Certification meets the requirements for the Incident Safety
13 Officer.)
- 14 e. Technical Rescue Awareness

15 ii. CAPTAIN. The Member must have successfully completed the
16 State of Indiana Fire Officer II and one of the following four classes
17 certified by the State of Indiana:

- 18 a. Hazardous Materials (Technician level)
- 19 b. Vehicle/Machinery Rescuer (Operations or Technician level)
- 20 c. Rope Rescuer (Operations or Technician level)
- 21 d. Swift Water Rescue (Operations or Technician level)
- 22 e. Fire Instructor II

23 iii. BATTALION CHIEF. The Member must have the following
24 certifications:

- 25 a. ICS-300 FEMA Certification
- 26 b. ICS-400 FEMA Certification

27 E. Skills Testing. Once a Member has been confirmed to meet the minimum
28 eligibility requirements, the Chief of Training will schedule the candidates for the
29 hands-on skills assessment.

- 30 1. Each Member must complete the same six (6) hands-on skills from the
Department's Apprenticeship Training Program
2. There will be three (3) mandatory skills selected by the Chief of Training
from among the approved testing materials. Members will be informed of
mandatory skills at the time of the drawing.
3. The three (3) random skills will be drawn by the Members from the first
testing group. The drawing will be supervised by the Chief of Training or
their designee.
4. The Chief of Training shall appoint at least two (2) skill evaluators for the
hands-on skills assessment. The same two (2) evaluators shall be used for
each testing group.
5. This will be a pass/fail test based on the following conditions:
 - a. Members will be given fifteen (15) minutes to review the skill sheets prior
to testing.
 - b. If a Member fails a skill, they will be told they failed and they will
proceed to the next station. The Member may only receive one (1) failure
for the entire skills testing. If the Member fails a second skill, they are
eliminated from the promotional process.

1 F. Scoring for Promotional Process. Each component of the promotional process
2 shall have the following percentage weight:

Written Test – 25%
Assessment Center – 49%
Oral Interview – 6%
Past Performance – 16%
Length of Service – 4%

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6 1. Appeal Process - Members who are aggrieved with their score received on
7 any segment of the promotional process may appeal in writing to the
8 Commission for a hearing. The written appeal must be filed with the Fire
9 Administration or as otherwise directed within ten (10) days of receipt of
10 their score and must state the basis for the appeal. After reviewing the
11 appeal and the recommendation of the Committee identified in B. above, the
12 Commission shall either affirm or dismiss the appeal according to the
13 determination of the Commission following the procedures described
14 herein. The Member shall continue in the process pending the
15 Commission's determination.
- 16 2. Written Test - The written test will count twenty-five percent (25%) of the
17 competitive exam.
- 18 i. The written test for each rank of officer will be created, validated and
19 may be administered by a professional testing agency hired by the
20 Department.
 - 21 ii. Members must attain a minimum score of seventy percent (70%) to
22 pass. Members will proceed with the process pending the results of the
23 written test.
 - 24 iii. The identity of a Member taking the written examination shall be
25 withheld from the person or persons grading the examination and all
26 written examinations are confidential. Members are entitled to
27 examine these files upon request at any time.
 - 28 iv. The Member shall have four (4) hours to review the questions scored
29 as incorrect and challenge the answer considered correct by the
30 examiner. A Member who is aggrieved with the score received on the
written examination may appeal to the Commission for review of the
score. The appeal must be filed within ten (10) days after notice of the
score. The examination papers shall be retained in a manner consistent
with Indiana law.
 - v. A Member can only appeal an answer scored as incorrect. The
Commission's review is limited to a determination of whether another
of the answers to the specific question could be considered correct. An
appeal benefits only the Member who initiated the appeal. If, after the
Commission's determination, the Member's score is below the required
passing score, the Member shall be eliminated from the process.
3. Assessment Center - The Assessment Center will count as forty-nine
percent (49%) of the promotional process. The Member must achieve a
passing score of seventy percent (70%) or higher on each component of the
Assessment Center to be placed on the eligibility list for promotion. All
interaction between the Assessment Board and each Member during the
Assessment Center will be video and audio recorded.

1 i. Eligible Members appear before an Assessment Center Board. This
2 board will include a minimum of two (2) assessors per exercise,
3 including the structured-panel interview, with a minimum of six (6)
4 assessors total selected by the appointing authority or testing company.
5 Assessors selected must be at least one (1) merit rank, or equivalent,
6 above the assessing rank and employed by a full-time professional fire
7 department with a staffing level of equal or greater size to that of the
8 District/Territory. For the Battalion Chief Assessment, the persons on
9 the Assessment Center Board shall have held the merit rank of
10 Battalion Chief, or equivalent, or above. A professional testing
11 company may serve as the facilitator for the Assessment Center
12 process.

13 ia. Assessment Center – For All Merited Ranks

14 The process for all merited ranks will consist of two (2) oral
15 tactical exercises and any two (2) of the following:

- 16 1. Presentation;
- 17 2. Management Exercise;
- 18 3. Problem Analysis;
- 19 4. Simulated Situation.

20 ii. Descriptions of Assessment Center exercises:

21 iia. Oral Tactical Exercise

22 This exercise assesses a Member's ability to apply their
23 knowledge of firefighting techniques and tactics to a simulated
24 emergency situation. In general, the Member will be given visual
25 and descriptive information regarding an emergency
26 situation. The Member must demonstrate how they would behave
27 in this situation if they were in charge.

28 iib. Presentation:

29 In this exercise, a Member is given a topic relevant to a
30 firefighter's work. The Member must prepare and deliver a short
presentation on the assigned topic. These presentations are
delivered to the Assessment Center Board. This exercise is meant
to simulate job tasks which require that an officer teach, instruct or
lecture subordinates or make presentations to citizen groups,
department committees, and other audiences.

iic. Management Exercise:

In this exercise, a Member is given a series of memos and/or
letters. Each memo or letter contains an example of a common
situation that is typically faced by individual officers. The
Member must discuss their response to each memo or letter. The
Member may also be required to write their response in the form
of a memo, letter, or report. The Member's responses are scored
by the Assessment Center Board as to how well the Member is

able to identify and respond to critical issues. The score shall be based in part on grammar and organization.

iiid. Problem Analysis:

In this exercise, the Member is given a problem to evaluate, either in written format or presented as a video scenario. The Member will be required to identify and discuss the issues that the problem raises. This discussion will be presented orally or in writing to the Assessment Center Board.

iiie. Simulated Situation:

In this exercise, Members are asked to role play their response to a situation involving interpersonal challenges. For instance, the Member might be asked to meet someone who is role-playing a subordinate in trouble. The Member must demonstrate how they would behave in this situation if they were a supervisor.

4. Oral Competitive Interviews

- i. The Fire Chief shall interview each eligible applicant but no points will be attributed to the Fire Chief's interviews.
- ii. A structured panel interview may result in an award of a maximum of six percent (6%) of the promotional process.
- iii. For the Battalion Chief Assessment, the persons on the Assessment Center Board shall have held the merit rank of Battalion Chief or above.

5. Past Performance

- a. Past performance will count as sixteen percent (16%) of the promotional process. The past performance score sheet will be based on the following for the twenty-four (24) months prior to the Notice Date.

1. Days Late – four percent (6%)

<u>Days Late</u>	<u>Points Awarded</u>
0	8
1	6
2	4
3	0
4 or more	-4

2. Disciplinary Actions – ten percent (10%) of the promotional process.

- i. Vehicle accidents that are determined to be “not at fault” are excluded.
- ii. Three (3) points deducted for every suspension in accordance with the disciplinary scale for five (5) years prior to the Notice Date.
- iii. Based on the Member performance for five (5) years prior to the Notice Date.

6. Length of Service - The Member's length of service will be given a weight factor of four percent (4%) according to the following table:

<u>Years of Service</u>	<u>Points Awarded</u>
-------------------------	-----------------------

20+	4
19	3.75
18	3.5
17	3.25
16	3
15	2.75
14	2.5
13	2.25
12	2
11	1.75
10	1.5
9	1.25
8	1
7	0.75
6	0.50
5	0.25

- G. The Commission shall certify that the eligibility list was created in accordance with this Ordinance. The eligibility list for a position consists of Members who have been placed on the list in order of their cumulative score on all rating factors. The eligibility list shall be maintained for two (2) years from the date of certification, after which time the list shall be retired and a new list established. The retired list shall be kept for five (5) years and then destroyed in a manner consistent with state law.
- H. If a regular member voluntarily vacates a promoted level position, they shall return to their previously held regular merited position within the department.
- I. Ancillary Positions - Ancillary positions are not merited positions and are not subject to the promotional process except as described in Section H. Ancillary positions are subject to the probationary and disciplinary procedures and disciplinary procedures described in this Ordinance unless otherwise stated. Ancillary positions include, but are not limited to, the following roles as designated by the Fire Department and approved by the Merit Commission.
1. Ancillary Positions – District Chief
 - a. District Chief – Special Operations
 - b. District Chief – Health and Safety
 - c. District Chief – System Administrator
 - d. District Chief – Internal Affairs
 - e. District Chief – Investigation
 - f. District Chief – Training
 - g. District Chief – Logistics
 - h. District Chief - EMS
 2. Ancillary Positions – Captain
 - a. Captain – Investigator
 - b. Captain – Inspector
 - c. Captain – Public Education
 - d. Captain – Instructor

- 1 e. Captain – Quartermaster
2 f. Captain – EMS Coordinator
- 3 3. Selection Process for Ancillary Positions
- 4 i. Vacancies are determined by the Fire Chief.
- 5 ii. Job descriptions are reviewed by the Commission and submitted to
6 County Human Resources or appropriate authority for accuracy.
- 7 iii. Notice of any opening and procedures for selection will be posted to the
8 field. The date of posting is the Notice Date and will include:
- 9 a. Deadline for submission
- 10 b. Command Staff acting as point of contact
- 11 c. Items to submit (resume, goal statements, certificates, etc.)
- 12 d. Components of process and scale
- 13 iv. All submissions are gathered and confirmed via email to the Member.
- 14 v. Once posting closes, a Past Performance Score Sheet will be completed
15 based on the following factors. Items a. and b. are based on candidate
16 performance for twenty-four (24) months prior to the Notice Date. Item c.
17 is based on candidate performance for five (5) years prior to the Notice
18 Date:
- 19 a. Days late
- 20 b. Discipline
- 21 vi. Interviews are arranged individually with Members with whom the
22 position will collaborate or to whom the position will report. All
23 interviews shall be audio and video recorded.
- 24 a. All candidate submissions (resume, goal
25 statements, etc.) along with a past performance sheet are distributed to
26 each interviewer.
- 27 b. Each interviewer will provide a separate score
28 sheet.
- 29 vi. All interviewers meet to discuss individual results of the interview and
30 make recommendations to the Fire Chief for a final decision by the Fire
Chief.
- vii. The Member chosen is contacted and offered the position. If accepted,
arrangements are made for promotion with the Appropriate entity and
notification is made to the Commission.
- viii. A Member is probationary in that rank for a period of up to one (1) year.
The Fire Chief will make a recommendation during that period to the
Commission as to whether the promotion shall stand or be revoked by the
Commission. If the Member's promotion is revoked by the Commission,
they shall return to their last merited rank.

4. If a regular member voluntarily vacates a promoted level position, or it is
necessary to eliminate an ancillary position for reasons as determined by the
Fire Chief, Members holding those positions will be removed in order of
reverse seniority. If an ancillary position is restored within twenty-four (24)
months from the date of elimination, Members who held those positions shall
be restored in order of seniority, provided the Member still qualifies for the
position or becomes qualified within a reasonable period of time. If a Member
is not a regular member of the Department or does not hold a position covered

1 by the 77s PERF, they may be subject to termination from the Department
2 upon removal from the upper-level position or ancillary position.

3 5. If the Fire Chief deems it necessary to reassign a Member from their
4 ancillary position temporarily, they will continue to receive pay at the
5 ancillary position pay rate. The Member will return to the ancillary position
6 on completion of the temporary assignment, provided they remain qualified
7 for the position or become qualified within a reasonable period of time.

8 6. At any Class or offense count in the disciplinary process, the Fire Chief
9 may petition the Commission for demotion of a Member holding an ancillary
10 position for violations of rules, regulations, policies, or procedures.

11 **Section 1.08 PROBATIONARY PROMOTION PROCEDURES**

- 12 A. When a vacancy in a merited rank occurs, the Fire Chief shall select from among
13 the two (2) Members with the highest scores remaining on the eligibility list for
14 that particular rank. If the Fire Chief selects a Member other than the one ranking
15 highest on the remaining eligibility list, the Fire Chief shall provide to the
16 Commission a written statement of the reasons that support the decision. The
17 Commission shall accept the Fire Chief's selection and promote that Member
18 unless the Commission rejects the Fire Chief's selection by a vote of at least four
19 (4) commissioners. In that event, the Member with the higher score shall be
20 promoted and the other Member remains on that eligibility list.
- 21 B. All promotions are probationary for a period not to exceed one (1) year unless
22 extended or the promotion is revoked. The Commission, upon request of the Fire
23 Chief, may extend the probationary period, revoke the promotion, or affirm the
24 promotion. At any time during the probationary period, the promotion may be
25 revoked by the Commission upon request of the Fire Chief. The probationary
26 period shall be completed in the division in which the Member is being promoted.
27 At the end of the probationary period, the Fire Chief shall review the Member's
28 performance and recommend to the Commission that the promotion be affirmed
29 or revoked. Following a hearing, the Commission may uphold, deny, or modify
30 the Fire Chief's recommendation.
- C. Actions regarding promotions by the Commission may be appealed within thirty
(30) days to the Circuit or Superior Court of Allen County, with the County being
named as the sole defendant, as provided by I.C. 36-8-3.5-16(d).

31 **Section 1.09 PERFORMANCE RATING PROCEDURES**

- 32 A. The Commission shall approve rules for determining a performance rating. The
33 rules must require that a performance rating for each Member, including
34 probationary Members, be made at least once every twelve (12) months provided
35 that the Fire Chief and the two (2) ranks below the Fire Chief shall not receive a
36 rating or be involved in the performance rating process other than as stated below.
37 The rating shall be made by one (1) or more of the Member's supervisors, as
38 defined in these Rules. The ratings shall be submitted to the Commission and
39 kept on file in the Fire Chief's office under the Fire Chief's supervision. The
40 supervisor shall submit the performance rating into the electronic system and to

1 the Member, at which time the appeal period starts. The Commission shall notify
2 each Member in writing of the rating that the Member received. Appropriate
3 County technology and resources shall provide reasonable support for the rating
4 system adopted by the Commission.

5 B. A Member who is aggrieved with the performance rating given to the Member by
6 the Member's supervisor may appeal to the Commission for a hearing to
7 challenge the rating. The appeal must be filed within ten (10) days after notice of
8 the rating has been sent to the Member. The Commission shall affirm, deny, or
9 otherwise modify the rating.

10 **Section 1.10 RULES GOVERNING DISCIPLINE**

11 A. The Fire Chief may initiate a disciplinary action if the Fire Chief believes that a
12 Member has violated any Rule as enumerated herein, by providing written notice of
13 the allegation of misconduct, including notice by email, to the Member. Likewise,
14 any commissioner may initiate an investigation, in the same manner as required
15 herein of the Fire Chief, if they believe that a Member has violated a rule, by
16 providing written notice of the allegation of misconduct to the Fire Chief, who shall
17 then follow the procedural steps set forth herein. In cases where a Merit
18 Commissioner alleges a violation, and once the Fire Chief completes the
19 investigation, the findings and all information shall be provided to the Merit
20 Commission for review and final determination, following the hearing processes set
21 forth herein.

22 If the Fire Chief determines, following an investigation, that the act alleged to be a
23 violation was a Class D, E, or F violation committed more than 2 (2) years prior to
24 the date that the Fire Chief (or the commissioner, if initiated by the Commission) had
25 notice of the alleged misconduct, the matter is concluded and shall be reported to the
26 Commission. There is no time limitation for an alleged Class A, B, or C violation.

27 1. Within twenty (20) days after the Fire Chief receives a written statement,
28 in any form, from anyone who asserts alleged misconduct by a Member, the Fire
29 Administration shall notify the Member in writing, with a copy to the Union, as to
30 whether an investigation of the allegation will be initiated or not. Likewise, if the
Fire Chief receives from any source, including an anonymous source, objective
evidence such as a video or audio recording, a photo or similar graphic depiction,
or a document from a public agency (such as the police, a prosecuting attorney's
office, or the Bureau of Motor Vehicles), information upon which the Fire Chief
reasonably might base an allegation of misconduct, the Fire Chief shall so notify
the Member, with a copy to the Union, within twenty (20) calendar days as to
whether an investigation will be initiated or not. However, when the Fire Chief
receives notice from a representative of an officially-recognized criminal justice
organization of alleged misconduct that could form the basis for a criminal charge
against the Member, the Fire Chief may defer the internal investigation, in the
interest of preserving the integrity of a possible criminal investigation, until such
time as is objectively reasonable, thus delaying the obligation to provide notice to
the Member under this provision.

2. The notice shall include a brief statement of the allegations, the identity of the person(s) who submitted the allegations, and a copy of the written statement from that person and the date(s) of the alleged violation(s). In the case of objective evidence described above, a copy of the objective evidence will be included with this notice. In the case of an allegation of sick time abuse (Rule 2-4.09), the Commission shall provide this notice.
 3. When the Fire Administration notifies Members that they will be subjected to an interview under Garrity, the notice will be copied to the Union.
 4. In all disciplinary actions except those involving late for duty and sick time abuse, the Fire Chief shall cause a Garrity interview of the Members subject to the disciplinary action to be conducted.
 5. An interviewer conducting a Garrity interview may not compel Members or their union representative to disclose any conversation that occurred between the Member and the Union representative, provided that the union representative was acting in a representative capacity at the time of the conversation. In that case, a refusal to answer a question that would require disclosure of such a conversation will not be deemed disobedience of an order. If asked and a Member declines to answer, the line of inquiry regarding such communications must stop. If the Member wishes to disclose the substance of such communications, the interviewer may ask relevant follow-up questions. However, the Member or the Union representative shall answer such a question in any of the following circumstances: when necessary to prevent crimes likely to result in a clear, imminent risk of serious injury or death; when the conversation involves criminal actions against the Member or Union representative; or when there is a court order requiring disclosure. A question posed to a Member must otherwise specifically, directly, and narrowly be related to the allegations of the pending disciplinary matter. Nothing in this section relieves a union representative of the duty to report an infraction that they witnessed, and to testify during the investigation and/or at the hearing regarding the conduct that they witnessed. A Member subject to disciplinary action shall have access to all Garrity transcripts created during the investigation.
 6. The Fire Chief shall have a reasonable amount of time to conduct an investigation. However, after 90 days, the Fire Chief shall provide an update to the Merit Commission regarding the status of the investigation. The Merit Commission may, at its discretion, grant an extension if necessary. If the investigation is not concluded within a total of six months, all relevant information shall be submitted to the Merit Commission, which shall have sole discretion over the conclusion of the investigation. In cases involving criminal allegations, additional time may be granted by the Merit Commission as necessary, pending the outcome of the criminal proceedings.
- B. Except as otherwise provided in these Rules, at the conclusion of an investigation, as determined by the date of written notice to the Member and Union, of an alleged disciplinary violation, the Member or the Union on behalf of the Member may, within ten (10) days, submit a written proposal for settlement of the disciplinary action. The Fire Chief may accept or reject the proposal, or offer an alternative proposal. If the Member accepts a suspension, the Member waives their right to appeal and the Commission shall take no further action. If the

1 Member objects to the suspension, the Fire Chief may proceed with the
2 disciplinary process based on the class and occurrence of the alleged violation(s).
3 If the Member appeals the suspension, the suspension does not take effect until
4 the Commission determines to uphold the suspension. Notwithstanding the
5 foregoing, the Fire Chief, the Union and the Member can resolve a disciplinary
6 action at any time by agreement, which agreement must be reported to the
7 Commission.

- 8
- 9 C. The Fire Chief will notify the Commission, with a copy to the Union, of all
10 written reprimands (issued on the designated Departmental form), suspensions,
11 and other conclusions of investigations of alleged infractions to the Commission
12 within forty-eight (48) hours of conclusion. A failure to comply with this
13 provision which does not prejudice a Member subject to the disciplinary action
14 may be corrected without affecting the disciplinary action.
- 15 D. Prior to the conclusion of an investigation of an alleged disciplinary violation or
16 in the absence of such investigation, the Fire Chief may relieve a Member from
17 duty with pay (for non-punitive administrative reasons) or suspend a Member
18 with pay pending investigation of an alleged disciplinary violation, which action
19 shall not be appealable unless otherwise provided herein.
- 20 E. The Fire Chief may issue a written reprimand to a Member based on an allegation
21 of misconduct and an investigation. Except as provided in section 2-4.09, a
22 Member may not appeal a written reprimand based on a Class F violation (unless
23 the violation was a Class E violation or above that was decreased to Class F by
24 the Fire Chief). A Member may initiate an appeal to the Commission regarding
25 any disciplinary action that would result in a suspension without pay, demotion or
26 termination (an "Appealable Disciplinary Action"). Any prior infraction that was
27 a factor in progressive discipline may be addressed at the hearing on appeal.
- 28 F. To appeal an Appealable Disciplinary Action, Members or their Union
29 representative or attorney must file with the administrative secretary to the
30 Commission within ten (10) days of receipt of notice of the Appealable
Disciplinary Action a written notice of their intent to appeal the Appealable
Disciplinary Action. Notice transmitted by email satisfies the written notice
requirement. The notice shall include a statement of the basis for the appeal.
- G. Upon receiving notice of appeal from a Member, the Fire Chief shall cause notice
of the appeal to be transmitted to the Commission's secretary and/or attorney.
- H. The Commission shall consult with the Fire Chief and the Member or their
representative to determine the date(s) on which the hearing of the appeal will be
held. The Commission shall use its best efforts to reasonably accommodate the
schedules of both parties and their representatives. Unless the parties otherwise
agree, the hearing will be held no sooner than twenty-one (21) days from the date
of the notice of appeal.
- I. Both parties are entitled to be represented by counsel or, in the case of the
Member, a Union representative. Both parties are entitled to produce evidence at
the hearing. Both parties are entitled to require the Commission to cause
subpoenas to be issued, served, and executed pursuant to Ind. Code 36-8-3.5-
17(e).
- J. Unless otherwise agreed, the parties shall exchange exhibits and a list of
witnesses at least five (5) days prior to the hearing. The exhibits and list of
witnesses shall be made available to the Commissioners at that time. In the

1 absence of an agreement by the parties, the commissioners may determine an
2 appropriate sanction for failure to timely disclose exhibits and witnesses.

- 3 K. If a witness fails to comply with a subpoena issued pursuant to these rules, the
4 Commission shall continue the hearing upon the request of the party that
5 requested the subpoena. The Commission also may file an affidavit in the Circuit
6 Court of Allen County stating the facts of the failure as provided in I.C. 36-8-3.5-
7 17(f). Expenses related to the filing of an affidavit and the issuance and service
8 of a summons shall be charged to the witness against whom the subpoena has
9 been issued, unless the Circuit Court finds that the action of the witness was taken
10 in good faith and with reasonable cause. In that case, the expenses shall be
11 charged to the Commission.
- 12 L. A decision to discipline a Member may be made only if the preponderance of the
13 evidence presented at the hearing supports the decision.
- 14 M. The hearing pursuant to this section shall be conducted in executive session. The
15 Commission shall order separation of witnesses other than the Fire Chief, the
16 Member, and their representatives, upon request of either party.
- 17 N. The Commission shall record the hearing (either by its secretary or a third-party
18 qualified to record such hearings). The Commission shall provide a copy of the
19 recording and a copy of the transcript of the record (if created) upon request to
20 the Member or their representative at no cost to the Member.
- 21 O. The Commission may affirm, modify, or dismiss the disciplinary action. The
22 Commission's authority to charge a Member with a disciplinary violation or to
23 modify a disciplinary action shall be unlimited.
- 24 P. Judicial Review Process. A Member may appeal a decision of the Commission to
25 suspend the Member for a period greater than ninety-six (96) hours or more for a
26 twenty-four (24) hour Member or sixty-four (64) hours or more for a forty (40)
27 hour Member or to dismiss the Member as provided in I.C. 36-8-3.5-18 (or any
28 successor statute), subject to the time limitations and procedural requirements set
29 forth in said statute.
- 30 Q. Written reprimands for the same offense shall cease to have effect in progressive
discipline two (2) years from the date of issue but shall be kept as part of a
Member's permanent record.
- R. Suspensions for the same offense shall have effect in progressive discipline four
(4) years from the date of issue but shall be kept as part of a Member's permanent
record. However, if appealed, when determining the level of discipline and
penalty, the Commission may consider a Member's complete personnel record
when addressing disciplinary matters.
- S. Suspensions shall be at the Member's current rate of pay. Use of overtime,
vacation, or holiday time in lieu of suspension shall not be allowed.
- T. Members may be charged with any or all disciplinary rule violation(s) that may
apply to a single specific action or inaction but may be penalized for only one of
the applicable rule violations. However, Members who commit multiple
violations based on two or more separate actions or inactions within a single,
continuous incident may be penalized once (including where more than one type
of rule violation may apply to a specific action or inaction, as stated above) for
each separate action or inaction, resulting in a separate, single penalty for each
action or inaction. Multiple instances of the same behavior during a single,
continuous incident will not be the basis for escalation on the penalty schedule.

- 1 U. The Fire Chief may increase or decrease the discipline given to a Member (by one
 2 infraction occurrence on the penalty schedule or by one class of infraction),
 3 depending on the circumstances of the alleged offense. The circumstances that
 4 led to the increase or the decrease in discipline shall be stated in writing and
 5 conveyed to the Member. Alternatively, the Fire Chief may petition the
 6 Commission to determine an appropriate penalty following a hearing.
- 7 V. Members are entitled to a copy of any of their files held by the County subject to
 8 exceptions under applicable law, which will be provided within a reasonable time
 9 upon request. A denial of such request shall be grieved pursuant to the terms of
 10 the collective bargaining agreement.
- 11 W. If a Member is suspended, they shall be entitled to allowances for benefits as
 12 defined in the Collective Bargaining Agreement. In the absence of a Collective
 13 Bargaining Agreement, the Member shall retain all benefits to which they were
 14 entitled prior to the suspension, except for vacation accrual and pension payments
 15 made by the County on behalf of the Member.
- 16 To determine vacation suspension, the following calculation will be used: divide the
 17 number of suspended hours/days by 365, then multiply that number by the
 18 number of earned days for which the Member is eligible. For example, 20
 19 days/365 = .054 x 13 earned days = 0.702 days. Earned days less than .50 will be
 20 rounded down to the nearest whole day while earned days equal to or greater than
 21 .50 will be rounded up to the nearest whole day.
- 22 X. In order to provide a similar financial impact for suspended time off between
 23 eight (8) hour and twenty-four (24) hour personnel, the following Disciplinary
 24 Step Conversion Table will be used:

STEP	24-HOUR	40-HOUR
.5	12	8
1	24	16
1.5	36	24
2	48	36
2.5	60	40
Petition for Determinate Suspension		

25 Y. Penalties:

26 1. Infractions – Multiple offenses refers to violations of the same rule

27 CLASS A:	1st Offense	Petition for Dismissal
28 CLASS B:	1st Offense	Petition for Determinate Suspension
	2nd Offense	Petition for Dismissal
29 CLASS C:	1st Offense	Step 2.5
	2nd Offense	Petition for Determinate Suspension
	3rd Offense	Petition for Determinate Suspension or Dismissal
	4th or more Offense	Petition for Dismissal
30 CLASS D:	1st Offense	Step 1.5
	2nd Offense	Step 2.5
	3rd Offense	Petition for Determinate Suspension or Dismissal
	4th or more Offense	Petition for Dismissal

1	CLASS E:	1st Offense	Step .5
2		2nd Offense	Step 1.5
3		3rd Offense	Step 2.5
4		4th Offense	Petition for Determinate Suspension or Dismissal
5		5th or more Offense	Petition for Dismissal
6	CLASS F:	1st Offense	Written reprimand
7		2nd Offense	Step .5
8		3rd Offense	Step 1.5
9		4th Offense	Step 2.5
10		5th Offense	Petition for Determinate Suspension or Dismissal
11		6th or more Offense	Petition for Dismissal

2. At any Class or offense count in the disciplinary process the Fire Chief may petition the Commission for demotion of a Member for violations of rules, regulations, policies or procedures.
3. Any violation committed by Members related to the performance of their duties that results in bodily injury to a person other than the Member shall be treated as a Class C offense, subject to the Fire Chief's authority to increase or decrease the discipline. Any such violation that results in serious injury or death to a person other than the Member shall be treated as a Class A offense, subject to the Fire Chief's authority to decrease the discipline.

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 - 2-7.06 – Administrative Misdemeanor
 - 2-7.07 – Felony Charges
 - 2-7.08 – Administrative Felony
 - 2-7.09 – Felony Conviction
 - 2-7.10 – Insubordination
 - 2-7.11 – Patient Confidentiality
 - 2-7.12 – Compromising the Hiring and Promotion Process

AA. Disciplinary Rules and Regulations:

- 1. Section 1 – Neglect of Duty

1 2-1.02 Criminal Violations by Members, Class C

2 A Member who is arrested for and/or charged committing a crime shall
3 personally notify the Fire Administration of these events as soon as
4 reasonably practical, but in any case prior to returning to duty after any such
5 occurrence.

6 2-1.03 Quitting a Post Early, Class C

7 Members shall remain at their assigned posts or duty stations during the hours
8 assigned to them, until they are relieved by oncoming personnel or a
9 supervisor.

10 2-1.04 Submission of Reports, Class F

11 Members shall submit all written reports as required before the completion of
12 their tour of duty or when ordered to do so by a supervisory officer. The
13 company officer shall ensure that all reports are completed before the end of a
14 shift, unless authorized in writing by the Fire Administration.

15 2-1.05 Escape of Penalties, Class C

16 No Member shall be a party to any promise, scheme, arrangement, or
17 agreement as a conspirator in an attempt to help others avoid penalties or in
18 an individual effort to escape penalties.

19 2-1.06 Personal Business, Class F

20 Members shall not conduct personal business while on duty that interferes
21 with the performance of their duties or causes an injury or illness.

22 2-1.07 Failure to Respond to Calls for Service, Class C

- 23 a. On duty Members shall respond to a call for service when they are
24 available and in reasonable proximity to respond.
25 b. When dispatched, Members will acknowledge and respond to all
26 assignments given them by the dispatcher immediately upon receipt of
27 such assignments regardless of the location of the assignment within Allen
28 County.
29 c. After being dispatched, if Members encounter an emergency or serious
30 situation that prevents them from responding to the dispatched
 assignment, they may change their assignment by advising the dispatcher
 as soon as possible.

 2-1.08 Subpoenas, Class F

 Members receiving a subpoena in a Department related case shall notify the
 Fire Administration as soon as reasonably possible. Members subpoenaed for
 Department related cases shall be present at the place, date and time specified
 on the subpoena, unless other lawful arrangements are made by the member.
 Court appearances shall be made in the Class B uniform with tie.

 2-1.09 Supervision, Class D

 Commanding and supervisory officers shall at all times properly supervise
 and evaluate their subordinates while on duty.

 2-1.10 Assistance, Class C

 Members shall render necessary and proper assistance while on duty or in the
 performance of a duty when needed or requested.

 2-1.11 Abuse of County Property, Class F

 Members shall be responsible for the proper care of County property in their
 custody and shall properly report to their immediate supervisor the loss of the
 damage to, or the unserviceable condition of such property. Damage to

1 County-owned vehicles caused by a vehicular accident is not covered under
2 this rule.

3 2-1.12 Disclosure of Name and Badge Number, Class F

4 Members shall divulge their name and badge number to any person when
5 requested. All reports submitted by Members shall contain the name and
6 badge number of the Member submitting the report.

7 2-1.13 Leaving of County-owned Equipment, Class F

8 When any County-owned equipment is left any place that is not the normal
9 storing area for that equipment, the Member responsible for leaving that
10 equipment shall record that circumstance in the station log for the oncoming
11 Members, stating the location, items, quantity, and the reasons for leaving
12 such equipment. Such a report shall not be necessary if the equipment is
13 recovered by the Member before the end of their tour of duty.

14 2-1.14 Leaving Station Grounds, Class E

15 Leaving the station grounds is prohibited without permission of the officer in
16 charge. Before permission is granted, Members shall report where they are
17 going, the reason for leaving, and the estimated time of return.

18 2-1.15 Station Work Assignment, Class F

19 Members shall complete station work assignments as assigned by the officer
20 in charge.

21 2. Section 2 – Violation of Rules of the Department

22 2-2.01 Communication, Class F

23 Members shall maintain appropriate radio communication with the dispatcher
24 at all times.

25 2-2.02 Public Statements, Class E

26 Members shall not convey information to anyone regarding Fire Department
27 business or express personal opinions referencing the Department, under the
28 pretense of representing Department, for publication or broadcast, without
29 consent of the Fire Chief.

30 2-2.03 Alcohol, Class D

Members shall not store or bring into any Department facility, or Department
vehicle, alcoholic beverages. Department facilities shall be alcoholic
beverage-free.

2-2.04 Use of Tobacco/Smoking, Class F

Members shall comply with State and local ordinances regulating smoking in
government buildings and vehicles. Smoking will be prohibited in all County-
owned and or County-operated buildings, vehicles and transportation
equipment. Smoking is defined in IC 13-1-13-3 as "the carrying or holding of
a lighted cigarette, cigar, pipe, or any other lighted smoking equipment, or the
inhalation or exhalation of smoke from any lighted smoking equipment."
Pursuant to IC 13-1-13-9, this applies to all tobacco products including
smokeless or chewing tobacco and vaping.

2-2.05 Telephone and Home Address, Class F

Members shall have telephones and shall report as soon as reasonably
possible any changes of telephone numbers to the Fire Chief's office, their
Battalion Chief, and their Station Officer. Members shall have on file their
current address and shall report as soon as possible any changes of address to
the Fire Administration and the County Human resources department or
appropriate authority, using a "Change of Address" form.

1 2-2.06 Accepting of Gifts, Class E

2 The accepting of money, rewards, gifts, or other valuable articles, unless of de
3 minimus value of \$50.00 or less per Member, from any person is prohibited
4 unless permission is granted by the Fire Chief.

5 2-2.07 Assigned Districts, Class F

6 Members shall stay within the bounds of their assigned station territories
7 unless assigned by the dispatcher, by permission of their superior officers or
8 while assisting another unit.

9 2-2.08 Personal Use of Fire Department Property, Class E

10 Members shall not remove Department property for personal use without
11 permission of a Battalion Chief or rank above.

12 2-2.09 Trading of Time Policy Violation, Class D

13 Members shall not violate the Department's Trading of Time Policy.

14 2-2.10 False Reports, Class A

15 A Member shall not knowingly make a false report or knowingly omit to
16 make an accurate report to the Department or knowingly enter or cause to be
17 entered or knowingly omit to enter or cause to be entered in any departmental
18 books, records, or reports any inaccurate, false, or improper information. A
19 Member shall not knowingly withhold information from the Department, the
20 Prosecutor of a case, or any Court in which the Member is a witness in a
21 matter related to the performance of their duties, unless otherwise allowed by
22 law.

23 2-2.11 Driver's License Required

24 Members shall have and maintain a motor vehicle operator's license that
25 lawfully entitles them to operate a Department vehicle.

- 26 a. Any change in status to a Member's license not exceeding thirty (30) days
27 shall be subject to a Class E infraction.
- 28 b. Any change in status to a Member's license exceeding thirty (30) days but
29 not greater than one-hundred eighty (180) days shall be subject to a Class
30 C infraction.
- c. Any change in status to a Member's license exceeding one-hundred eighty
(180) days shall be subject to a Class B infraction.
- d. Members who fail to notify the Fire Administration immediately of a
change in status to their license shall be subject to a Class C infraction.

2-2.12 EMS Certification Required, Class C

Members shall have and maintain a valid EMS Certification at or above the
level required in their conditional offer of employment or at the time of hiring
by the Department. This includes EMS-EMR, EMS-Emergency Medical
Technician, EMS-Advanced Emergency Medical Technician, or EMS-
Paramedic License.

- a. Any change in EMS certification status must be reported by Members to
the Fire Administration before the Member works her or his next shift.
- b. Copies of current EMS certifications must be sent by Members to the Fire
Administration as directed by policy.
- c. Failure by Members to restore EMS certification to or above the level
required at their time of hire within ninety (90) days will result in a Class
B violation.
- d. When A-EMT or P-EMT certification is a condition of employment,
Members have two (2) years from the date of employment within which to

1 obtain such certification within the standards set by the Fire
2 Administration. Violation of this provision is a Class A infraction.

3 2-2.13 Gear on Apparatus, Class F

4 Gear must be on the assigned apparatus by the assigned starting time.
5 Members reporting for their assigned shift shall properly store the gear of the
6 Member they are relieving from duty. If relieving a Member of a previous
7 shift, their gear will be removed completely and stored properly.

8 2-2.14 Purchases and Disbursements, Class C

9 Members must have written approval from the Fire Chief designee or the Fire
10 Chief prior to entering into any financial transaction on behalf of the
11 Department.

12 3. Section 3 – Neglect or Disobedience of Orders

13 2-3.01 Obedience of Orders, Class E

14 Members shall obey orders, directions, and instructions of their superior
15 officers. When Members are acting under the orders of one supervisory
16 officer and are then given an order by another supervisory officer, they shall
17 immediately report the first order to the second supervisory officer and then
18 abide by the decision of the second supervisory officer. A Member who
19 violates this rule while under Garrity commits a Class B violation.

20 2-3.02 Emergency Duty, Class D

21 Members shall be available for emergency duty, as defined by applicable state
22 law or County ordinance, on notice by the Fire Chief or their duly authorized
23 representative. Failure to respond to emergency duty shall be considered
24 disobedience of orders.

25 2-3.03 Senior Officer at Scene, Class F

26 Either the incident commander or highest-ranking officer on the scene shall
27 assume overall responsibility.

28 2-3.04 Incident Numbers, Class F

29 Members shall log all incident numbers accordingly on incident reports
30 regardless of disposition.

2-3.05 Safety Equipment, Class E

Members will make proper use of available safety equipment, including seat
and shoulder restraints, when operating or riding any County vehicle.
Members shall not disable any safety equipment.

2-3.06 Answering Station Phones, Class F

All telephone calls received must be answered in a proper and courteous
manner. When answering, Members must state their name and the station
number.

2-3.07 Statements While Under Garrity, Class A

When answering questions in an administrative matter under Garrity,
Members shall provide truthful responses. Failure to do so is a Class A
offense. A refusal to answer constitutes a violation of 2-3.01.

2-3.08 Contact With Complaining Parties - Class D

Once Members are notified by the Fire Administration that a written and
signed allegation of misconduct has been lodged against them, Members shall
use all reasonable means to avoid contact, of any nature, including contact
through third parties, with the complaining party or parties. A Member who
is the subject of an allegation of misconduct who is unrepresented by an

1 attorney or the Union must notify the Fire Administration in writing at least
2 twenty-four (24) hours in advance of contacting potential witnesses.

3 2-3.09 Obedience to Department Policies and Procedures, Class F

4 Members shall follow all procedures and policies of the Department that
5 pertain to the division to which they are assigned and those that, in general,
6 pertain to all Members that are not specifically covered anywhere else.
7 Violation of policies and procedures is a Class F violation unless otherwise
8 stated in these Rules. Members are subject to all County employment policies
9 that are not in conflict with a specific Department policy or the collective
10 bargaining agreement between the Union and the County. The following
11 Department policies have specific discipline sanctions other than a Class F
12 violation:

	POLICY #	POLICY NAME
a.	3-0001	Collision/Accident Review
b.	3-0008	Anti-Discrimination/Harassment
c.	3-0016	Hazardous Material Competency & Certification
d.	3-0034	Personal Day
e.	3-0036	Annual Physical Exam
f.	3-0043	Sexual Harassment
g.	3-0049	Trade of Time
h.	3-0051	Vacation Draw
i.	3-0053	Possession of Weapons
j.	3-0056	Hireback Program
k.	3-0057	Joint Apprentice Training Program
l.	3-0074	Emergency Time Off
m.	3-0077	Computers and County Technology
n.	3-0078	Late for Duty
o.	3-0079	Medical Absence
p.	3-0080	Drug Testing
q.	3-0086	Fire Department Vehicle Use
r.	3-0090	Recording Equipment
s.	3-0093	Automatic Vehicle Locator (AVL) System
t.	3-0094	Request for Patient Information

21 2-3.10 Computer Policies – Class B

22 Members shall adhere to Department computer and technology policies.

23 2-3.11 Weapons Policies – Class B

24 Members shall adhere to Department weapons policies.

25 4. Section 4 – Incapacity

26 2-4.01 Fitness for Duty, Class A

27 Members shall maintain good physical and mental condition at all times. If
28 circumstances reasonably indicate a need, the Fire Chief may order the
29 Member to take appropriate tests to determine the Member's fitness for duty.
30 If a Member refuses such order, that refusal is a violation of this provision. In
addition, a Member who exhausts all paid sick time relief and is unable to
return to active duty shall be in violation of this provision.

2-4.02 Intoxicants, Class B

1 Members shall not consume intoxicating beverages while on duty. Members
2 shall not consume intoxicating beverages in uniform without prior approval of
3 the Fire Chief.

4 2-4.03 Intoxicants (appearance for duty), Class E

5 Members shall not appear for duty, be on duty, or be in a County-owned
6 vehicle with the odor of intoxicants on their breath or body. Blood
7 concentration testing resulting in above 0.0 but less than .02 shall result in a
8 violation of this section.

9 2-4.04 Submission to Testing, Class B

10 Members suspected of being under the influence of intoxicants while on duty
11 will submit to a breath test on either a portable breath test unit or the current
12 model of breathalyzer used by the Sheriff department Police Department.
13 Test results will be made a part of the Member's disciplinary file.

14 2-4.05 Intoxication, Class B

15 Members shall not have an alcohol concentration of .02 or greater while on
16 duty.

17 2-4.06 Alcohol Assessment, Class C

18 Members who have incurred a final finding of a violation of 2-4.02, 2-4.03, 2-
19 4.04, or 2-4.05 must submit to an assessment by a substance abuse counselor
20 identified in the Employee Assistance Program.

21 2-4.07 Driving While Intoxicated

22 a. Members, on or off duty, shall not operate a vehicle while under the
23 influence of drugs or alcohol. Conviction of an offense related to driving
24 while intoxicated under state law shall be sufficient evidence to sustain a
25 charge under this section.

26 b. Members charged with driving while under the influence of drugs or
27 alcohol will be automatically
28 suspended without pay, without appeal, for a period of two hundred forty
29 (240) hours for a twenty-
30 four (24) hour Member and one hundred seventy-two (172) hours for a forty
(40) hour Member.

c. If a Member's driver's license is suspended in excess of thirty (30) days
for reasons related to a charge of driving while under the influence of drugs
or alcohol, the Member will be subject to additional penalties as
provided in the Rules regarding Members' driver's license requirements.

d. Members also may be subject to additional penalties related to criminal or
administrative charges following the completion or discontinuation of any
criminal case related to driving while under the influence of drugs or alcohol.

2-4.08 Possession and Use of Controlled Substances, Class A

a. Members shall not possess or use any controlled substances, except as
legally prescribed for the Member by a health care provider. The charging
of a Member under this rule shall be undertaken only after the completion
of an appropriate test as identified in the Department's drug testing policy.

b. Members, one time during their career, prior to taking a drug test, may
self-report an issue with illegal drugs (that is, that they will likely fail the
test) and then enter into a drug-cessation/recovery program at the
County's expense. Members who invoke this option shall be on unpaid
suspension for two hundred forty (240) hours for a twenty-four (24) hour
Member and one hundred seventy-two (172) hours for a forty (40) hour

1 Member and agrees to release to the Fire Administration their records
2 related to the Member's treatment and status in the drug-
cessation/recovery program.

- 3 c. The Fire Chief may petition the Commission to extend the suspension
4 period for reasonable cause.

5 2-4.10 Outside Employment or Other Activity While on Medical Leave -
6 Class E

7 Members may not engage in outside employment or other activity while on
8 medical leave that would conflict with their regular Department work
9 schedule if they were actively at work, unless otherwise allowed by
10 Department SOP or applicable law. If the outside employment or other
11 activity is determined by a medical professional to interfere with
12 rehabilitation, the Fire Chief may require that Members not work their outside
13 employment or engage in the activity for the period recommended by the
14 medical professional. The Fire Chief, at the Fire Chief's discretion, may
15 require the Member to submit to evaluation by a medical professional(s)
16 selected by the County, at the County's expense.

17 2-4.11 Tattoos – Class B

18 While wearing the Class B uniform with a long-sleeve shirt, tattoos shall not
19 be visible. Exceptions must be approved by the appointing authority.

20 5. Section 5 – Absence Without Leave

21 2-5.01 Reporting Late for Duty, Class F

22 Members shall report for work as scheduled on time unless excused by the
23 Fire Chief or the Fire Chief's designee. Violations of this rule are subject to
24 the SOP regarding reporting late for duty.

25 2-5.02 Absent Without Leave and Missed Time, Class C

26 If Members are scheduled to work, regular or contract, and fail to report to
27 work, they will be considered absent without leave as stated in the SOP
28 regarding reporting late for duty.

29 6. Section 6 – Conduct Injurious to the Public Peace or Welfare

30 2-6.01 Emergency Runs, Class E

Members shall proceed with due regard and not at excessive speeds.
Emergency runs shall be in accordance with Indiana Code. If instructed to
shut down early, both lights and siren shall be shut off.

7. Section 7 – Conduct Unbecoming

2-7.01 Sexual Activity, Class B

While on duty, Members shall not engage in any form of sexual activity.

2-7.02 Improper Conduct, Class D

Members shall not engage in any act or conduct that is unethical, or tends to
harass, intimidate, demean, debase, ridicule, disgrace or degrade any other
person.

2-7.03 Physical Altercation, Class C

Members shall not physically shove, strike, or engage in any physical
altercation directly or indirectly with any person without legal justification.

2-7.04 Harassment, Discrimination, Intimidation Class C

Members shall not engage in sexual harassment, discrimination, or
intimidation as prohibited by applicable County, State and Federal laws and
the Department's standard operating policies and procedures.

2-7.05 Misdemeanor Conviction, Class B

1 A Member convicted of a crime that is a misdemeanor under Indiana law
2 shall be charged with a Class B rule violation. A Member charged with a
3 crime that is a misdemeanor under Indiana law may be relieved of duty with
4 pay, suspended without pay by the Commission upon petition by the Fire
5 Chief, or temporarily placed in a non-investigative, non-operations position,
6 except that a Member charged with an OWI shall be subject to unpaid
7 suspension as stated in 2-4.07.

8
9 2-7.06 Administrative Misdemeanor, Class C

10 A Member found, after an internal investigation, to have engaged in an act
11 that is a misdemeanor in Indiana and is not convicted of the misdemeanor
12 shall be administratively charged for disciplinary purposes.

13 2-7.07 Felony Charges, Class B

14 A Member shall be suspended with or without pay during any period the
15 Member stands charged with a felony criminal offense. The Fire Chief may
16 petition the Commission to suspend the Member without pay. Nothing in this
17 section shall prevent the suspension or termination of a Member for violation
18 of any other rule or policy or the suspension or termination of the Member in
19 the event of a conviction.

20 2-07.08 Administrative Felony, Class B – A Member found, after an internal
21 investigation, to have engaged in an act that is a felony and is not convicted of
22 the felony shall be administratively charged.

23 2-7.09 Felony Conviction, Class A

24 A Member convicted of a felony shall be subject to a petition for dismissal. A
25 certified copy of the judgment indicating conviction shall be considered prima
26 facie evidence of a violation of this rule.

27 2-7.10 Insubordination, Class E

28 Members shall at all times exhibit respectful and professional demeanor
29 regarding supervisory officers.

30 2-7.11 Patient Confidentiality, Class B

Members shall not disclose protected patient health information.

2-7.12 Compromising the Hiring and Promotion Process

- a. Members who falsified their application materials presented during the hiring process or cheated on any element of the hiring process shall have committed a Class A offense.
- b. Members who assisted a candidate for hire to cheat on any element of that candidate's hiring process shall have committed a Class A offense.
- c. Members who cheated on any element of the promotion process shall have committed a Class C offense, shall be precluded from the promotion process immediately and for a period of five (5) years and, if they hold rank, shall be demoted to the merit rank below.
- d. Members who assisted a candidate for promotion to cheat on any element of the promotion process shall have committed a Class C offense, shall be precluded from the promotion process immediately and for a period of five (5) years and, if they hold rank, shall be demoted to the merit rank below.
- e. Candidates for promotion who receive information from a Member or other source not legitimately available otherwise that would give them an

1 unfair competitive advantage but who do not use such information in any
2 way, whether to their advantage or not, shall not be subject to disciplinary
3 action under this provision, provided that, prior to the element of the
4 process for which the information might be used, the candidate discloses
5 in writing to the Fire Administration the identity of the Member or
6 Members who furnished the information and a description of the
7 information furnished. In addition to not being subjected to disciplinary
8 action, candidates shall not be eliminated from the promotional process
9 unless for some other reason.

10 **Section 35.11 RETIREMENTS**

11 A Member shall retire from the Department when the Member reaches the Member's
12 seventieth (70) birthday.

13 **Section 35.12 LEAVES OF ABSENCE**

- 14 A. If it is necessary to reduce the number of Members of the Department, the
15 reduction shall be made by granting a temporary leave of absence, without pay or
16 other financial obligation of the County, to the appropriate number of Members.
17 The last Member appointed shall be put on leave first, with other Members also
18 put on leave in reverse hiring order, until the desired level is achieved.
- 19 B. If the Department is increased in number again, the Members who have been
20 granted leaves of absence under this section shall be reinstated before an
21 applicant on the eligibility list is appointed to the Department. The reinstatements
22 begin with the last Member granted a leave.
- 23 C. A Member on leave of absence shall keep the Fire Administration advised of the
24 Member's current address. A Member shall be informed of the Member's
25 reinstatement by written notice. Within ten (10) calendar days after a Member
26 receives notice of reinstatement, the member must advise the Fire Administration
27 Commission that the Member accepts reinstatement and will be able to
28 commence employment on the date specified in the notice. All reinstatement
29 rights granted to a Member terminate upon the Member's failure to accept
30 reinstatement within that period.
- D. Nothing herein shall limit the Fire Chief's authority to grant, upon request by a
Member, temporary leaves of absence for other reasons. Leaves of absence
granted for reasons other than as provided in the pension statute will be without
pay, any other benefits, pension contributions, or accrual of seniority. A Member
may be subject to state pension system approval for reinstatement following a
leave of absence.

Section 35.13 NOTIFICATION OF RULES

The Department shall make available the most recent version of the Merit Ordinance
and Rules on the Department Intranet. Any modification shall be effective ten (10)
days after the modification is approved by Appointing authority and the Appointing
authority.

1 **Section 35.14 ORDER OF MERIT RANKS**, positions include, but are not limited to,
2 the following roles as designated by the Fire Department and approved by the Merit
3 Commission.

- 4 A. The order of merit ranks will be as follows: Probationary Firefighter, Firefighter
5 (or Private), Lieutenant, Captain, and Battalion Chief.
6 B. Current District/territory Fire Department Ancillary Positions:
7 1. District Chief – Special Operations
8 2. District Chief – Health and Safety
9 3. District Chief – System Administrator (Information/Technology)
10 4. District Chief – Internal Affairs
11 5. District Chief – Investigations
12 6. District Chief – Training
13 7. District Chief – Logistics
14 8. District Chief – EMS
15 9. Captain – Investigator
16 10. Captain – Inspector
17 11. Captain – Public Education
18 12. Captain – Instructor
19 13. Captain – Quartermaster
20 14. Captain – EMS Coordinator

21 **Section 2.** This Ordinance shall be in full force and effect from and after its passing and
22 any necessary approval by the Appointing authority.

23 _____
24
25 APPROVED AS TO FORM AND LEGALITY
26
27 _____
28
29
30

**EAST CENTRAL
FIRE AND EMS PROTECTION TERRITORY**

- STATION 1** – 420 BROADWAY ST | NEW HAVEN
- STATION 2** – 4625 E PAULDING RD | ADAMS TOWNSHIP
- STATION 3** – 910 HARTZELL RD | NEW HAVEN
- STATION 4** – 22731 MAIN ST | WOODBURN
- STATION 5** – 17022 WOODBURN RD | MILAN TOWNSHIP



November 13, 2025

Territory Board Members,

I am requesting the approval to adopt the Resolution on a Merit Ordinance Step 1. This has been discussed at length over the last 12 months. This will allow us to meet the new State Statute that takes effect 1/1/2026. Our Attorney has reviewed this document and ha approved the passage of this resolution.

Sincerely,

Joshua Hale—Chief of Fire & EMS

**EAST CENTRAL
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November 13, 2025

Territory Board Members,

Requesting the approval of a title change for our current District Chief's (Randy Linker—A, Bryan Yoder—B, Matt Braun—C). We are requesting the approval to start on January 11th, 2026 a title change to "Battallion Chief" this will align with the other departments in Allen County, Fort Wayne, and the Fire Districts. This will take a effect on January 11th, 2026. This is a title change with no change in pay or job description.

The AI generated definition through google for Battalion Chief is

A battalion chief is a senior-level supervisor in a fire department who manages a "battalion," which consists of several fire stations and fire companies. They are responsible for overseeing daily operations, leading emergency responses, managing personnel, and developing/implementing departmental policies and training programs. This is the lowest "chief" officer rank, sitting above company officers like lieutenants and captains.

The AI generated definition through google for District Chief is

A district chief is a high-ranking officer responsible for supervising law enforcement, fire, or other public service personnel within a specific geographical area, such as a city district or county. The specific duties vary by the field, but generally include managing personnel, overseeing operations, handling budgets, developing policies, and leading emergency response. The title can refer to a police chief, fire chief, or a government executive at the district level.

Sincerely,

Joshua Hale—Chief of Fire & EMS

**EAST CENTRAL
FIRE AND EMS PROTECTION TERRITORY**

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November 13, 2025

Territory Board Members,

Requesting the approval of a title change from Deputy Chief to Fire Marshall for Mark Hoepfner. This aligns Mark with others in Allen County, as well this details specifically his job function. Mark has not been doing tasks above or beyond the Fire Marshall level. This will take a effect on January 11th, 2026.

Sincerely,

Joshua Hale—Chief of Fire & EMS

**EAST CENTRAL
FIRE AND EMS PROTECTION TERRITORY**

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November 13, 2025

Territory Board Members,

Starting January 11th, 2026 we will be instituting a full-time Battalion Chief program. This was discussed at length with the DC's, and a trial period was conducted. Deputy Chief Doug Call successfully created a Battalion Program during his 3 years at the Angola Fire Department. Doug has shared the many positive benefits, and we were able to realize those positives during the trial period. With this process, we have determined a need for 2 additional crew supervisors (Lieutenant's). We are requesting the approval from the board to work off the list from October 2024 or begin a new process. We will require a slight increase to budget item lines, that we will formally request after January 1 for a transfer from the appointed GL line into the Lieutenant's and the associated GL line FF/EMT or FF/Paramedic depending on who is promoted. This will NOT be additional staff, this will be staff from within, as a promotion with more responsibility and a slight increase in pay.

Requesting guidance and approval on working off the October 2024 promotional list or starting a new process.

Sincerely,

Joshua Hale—Chief of Fire & EMS

**EAST CENTRAL
FIRE AND EMS PROTECTION TERRITORY**

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- STATION 3** – 910 HARTZELL RD | NEW HAVEN
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- STATION 5** – 17022 WOODBURN RD | MILAN TOWNSHIP



November 13, 2025

Territory Board Members,

Staff has requested an additional Lifepak 15, this cardiac monitor is what we use to interpret heart rates and rhythms. This device is also able to provide life saving shocks to jump start the heart of a patient. They can read the oxygenation in the blood, and the effectiveness of the staff breathing for a patient. Our Milan Township Station has requested this for the Engine, this will allow the crew to operate at a Paramedic Level if they are returning from a call and do not have an ambulance immediately on site, this will also allow when the Engine and Ambulance both arrive on scene to provide dual sequential shocks to patients with a heart rhythm that may require this procedure. Deputy Chief Doug Call does support this, as we do have budget money, however, he describes as a want or request and not an immediate need. We can only get 1 quote, due to this being a specific product and specific model to maintain continuity of the fleet. This is a refurbished unit. A new unit would be in the \$50,000 - \$60,000.00 range.

Requesting the approval of a refurbished lifepak 15 Quote # Quo-117088-Q1T0D6 for \$21,266.67 from Boundtree.

Sincerely,

Joshua Hale—Chief of Fire & EMS



Quotation

Quotation#: QUO-117088-Q1T0D6

Last Modified: 10/06/2025 9:10 AM

Customer PO #:

Account Number: 102474SHIP001 Bill To: CITY OF NEW HAVEN FIRE EMS SHIP001 910 HARTZELL RD NEW HAVEN, IN 46774-1833 Ship Method: Payment Terms:	Ship To: CITY OF NEW HAVEN FIRE EMS SHIP001 910 HARTZELL RD NEW HAVEN, IN 46774-1833
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Item	Description	UOM	QTY	List Price	Your Price	Ext. Price
4610-20225	*DS ONLY* Recrtifd Physio-Control LifePak 15 12L, Biphasic, Pacing, SpO2, NIBP, EtCO2,AED, Bluth, V4	EA	1	\$33,009.99	\$21,266.67	\$21,266.67

Quote Total: \$21,266.67

Quote Expiration Date: 11/06/2025

Comments:

Craig Martin

Bound Tree | Account Manager
 5000 Tuttle Crossing Blvd, Dublin OH 43016
 Office Phone: 614-956-1000 | Mobile Phone: 419-409-2368
 Craig.Martin@boundtree.com

Sales Tax will be applied to customers who are not exempt.

Shipping charges will be prepaid and added to the invoice unless otherwise stated.

Should there be any price increases, taxes, tariffs, duties, surcharges or other fees imposed by the government, manufacturer, and/or supplier on any product(s) included in this quote, Bound Tree Medical reserves the right to amend the pricing contained in the quote.

To place an order, visit our website at www.boundtree.com, log in, and add items to your shopping cart. Alternatively, you can call (800) 533-0523 or fax (800) 257-5713.

MEDICAL DIRECTOR SERVICES AGREEMENT

This Medical Director Service Agreement (“agreement”) is dated January 1, 2026, by and between Corbett Smith, M.D. (the “Physician”), and The East Central Fire and EMS Protection Territory Board on behalf of East Central Fire and EMS Protection Territory Together, The Physician and ECFEPT are referred to as the “Parties,” and each is a “Party”.

WHEREAS the physician operates his practice at Parkview Regional Medical Center located at 11109 Parkview Dr. Fort Wayne, Indiana.

WHEREAS ECFEPT desires to engage the Physician to provide the medical director services specified in the Agreement, and the physician desires to provide such services for ECFEPT in accordance with the provisions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter expressed, the Parties hereby agree as follows:

1. SELECTION OF THE PHYSICIAN: ECFEPT shall make available on an independent contractor basis, the services of Corbett Smith, M.D, (the “Physician”) to provide Medical Director services to ECFEPT and its patients.
2. TERMS OF CONTRACT: This Agreement shall be effective as of January 1, 2026, and shall continue in effect for the term of one year or through December 31, 2026.
3. RESPONSIBILITIES OF MEDICAL THE MEDICAL DIRECTOR/ PHYSICIAN: Responsibilities of the Medical Director/ Physician shall include. But are not limited to the following:
 - a. Maintain an unrestricted license to practice medicine in the State of Indiana.
 - b. Maintain a Drug Enforcement Agency “DEA” Controlled Substance Registration Certificate solely for East Central Fire and EMS Protection Territory.
 - c. Maintain oversight of quality and appropriateness of care.
 - d. Maintain oversight of Clinical peer review. (Recommend attendance minimum of four times per year.) When Medical Director/ Physician is unavailable to physically attend a meeting. A video conference would be acceptable.
 - e. Oversee accuracy of EMS Chart documentation when questions arise.
 - f. Review of selected emergencies: STEMI, Stroke, Cardiac Arrest, Sepsis, Selected Trauma.
 - g. Serve as Physician Liaison for East Central Fire and EMS Protection Territory.
 - h. Provide Consultation on clinically related patient or medical caregiver complaints.
 - i. Attend quality assurance meetings with staff. (Recommend minimum of four per year).

When Medical Director/ Physician is unavailable to physically attend meeting, a video conference shall be acceptable.

- j. Provide at a minimum: 1 Mega-Code per ALS Staff member per year.

Appropriate

opportunity will be provided; however, it is the medic's responsibility to attend.

- k. Provide educational opportunities on pertinent topics in Pre-Hospital care (six (6) times per year). Three (3) educational opportunities can be provided by outside qualified personnel approved by the EMS Director and EMS training officer.
- l. Provide executed addendum to standing orders not included in Regional Protocols.
- m. Maintain an effective working relationship with management, EMS, and Fire personnel.
- n. Provide quarterly reports to the Fire/EMS Territory Board, dates and times dedicated to the above requirements. EMS Director, Deputy Chief of EMS, or his/her designer may be present.

- 4. COMPENSATION: Compensation for the Medical Director/Physician shall be compensated for services as follows:

- a. Payment has been agreed upon and shall be paid in the amount of Twenty-Five Thousand eight hundred seventy-five Dollars (\$25,875.00) per year, payable in eleven installments, \$3875.00 in February, and \$2200.00 each month March-December.
- b. The East Central Fire and EMS Protection Territory Board will pay the cost of the Medical Directors DEA License specifically for the New Haven EMS/ East Central Fire & EMS Protection Territory. This amount shall be adjusted as required.
- c. Payment shall be sent to the following address:


Corbett Smith, M.D.
10108 Notestine Rd.
Fort Wayne, IN 46835

- 5. INDEPENDENT CONTRACTOR: It is expressly understood and agreed that, in the performance of Services under this agreement, ECFEPT and Physician shall, at all times, function as an independent contractor with respect to services. Further, it is expressly understood and agreed by the Parties that nothing contained in this Agreement will be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the Parties. In no event shall either Medical Director/ Physician or ECFEPT be liable for the debts or obligations of any other except as otherwise specifically provided in this agreement.
- 6. TERMINATION OF AGREEMENT: This Agreement may be terminated by either party by written notification with in ninety (90) days, at which time the remaining compensation will be prorated for services performed and date of termination.

7. PROTOCOLS AND PROCEDURES: The parties agree that both parties should make a good faith effort to collaborate cooperatively with each other to ensure the services are coordinated and provided on a timely and professional basis.
8. DRUG ENFORCEMENT LICENSE: Upon renewal, Medical Director/Physician shall provide a copy of the specific Drug Enforcement Agency (“DEA”) license to the East Central Fire and EMS Protection Territory Board.
9. MODIFICATION: No modification or wavier of any of the terms of this Agreement shall be allowed unless by written agreement signed by both parties.
10. SEVERABILITY OF PROVISIONS: If any portion of this agreement is deemed unenforceable, all other provisions of this Agreement shall remain in full force and effect.

Date this first day of January 2026.

“Medical Director/Physician”

BY: 
Corbett Smith M.D.

BY: _____
Chief Joshua Hale

BY: 
EMS Deputy Chief Doug Call

“East Central Fire and EMS”
Territory Board

BY: _____
Bob Byrd Board President

BY: _____
Mark Bradtmueller Vice President

BY: _____
Steve Ottenweller Secretary

BY: _____
Jeff Abbott

BY: _____
Mark Smith

BY: _____
John Graber

BY: _____
Chad

**EAST CENTRAL
FIRE AND EMS PROTECTION TERRITORY**

- STATION 1** – 420 BROADWAY ST | NEW HAVEN
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November 13, 2025

Territory Board Members,

I am requesting the approval to reimburse District Chief Matt Braun \$579.42 for costs of Ivy Tech Class. Matt is working to complete his Associate in Fire Sciency and Homeland Secirity Management at the strong urging from me as the Chief. We have historically approved these, however, I wanted to bring to this to the board. I think it's imperative that we start to mold and eventually have folks who can meet the job description requirements for Chief and Deputy Chief. These classes and degree are specifically related to firefighting. This would come out of GL # 2243-0100-4395.00, which currently has a balance of \$36,564.86.

I am requesting the approval to reimburse part-time FF/EMT Dylan Zuber \$1,420.16 for costs of Ivy Tech Paramedic Class. Dylan is working towards his Paramedic Certification. Dylan has been with us for 2 years, his entire time in Fire & EMS. He started as an EMT, and then took FF certification classes. This would come out of GL # 2243-0100-4395.00, which currently has a balance of \$36,564.86.

Sincerely,

Joshua Hale—Chief of Fire & EMS