



# Monroe Fire Protection District

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## Board of Trustees

### Meeting Agenda

November 8, 2023

Meeting held at Station 21,  
9094 S Strain Ridge Road and via  
ZOOM  
at 6:00 PM EST

Meeting Link: <https://us02web.zoom.us/j/2509924795>

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Vicky Sorensen  
Chair

Mark Kruzan  
Vice-Chair

Michael Baker  
Board Trustee

Christina Courtright  
Board Trustee

Kevin R. Robling  
Board Trustee

Daniel Vest  
Board Trustee

- 1. Call to Order and Roll Call**
- 2. Changes or Amendments to Agenda**
- 3. Public Comment**
- 4. Approval of Minutes – October 11, 2023 meeting minutes**
- 5. Unfinished Business**
- 6. Department Updates**
  - a. Legal Counsel – Attorney, Christine Bartlett
  - b. Statistics – Deputy Chief, Matt Bright
  - c. Special Operations and EMS – Deputy Chief, Matt Bright
  - d. Operations – Deputy Chief, George Cornwell
  - e. Training – Assistant Chief, Tim Deckard
  - f. Community Risk Reduction – Deputy Chief, Steve Coover
  - g. Administrative – Chief, Dustin Dillard
- 7. New Business**
  - a. Thermal Camera Purchase
  - b. Rope Rescue Equipment Purchase
  - c. Gear Purchase
  - d. Annual Items for Review
- 8. Financials**
  - a. Financial – Claims
  - b. Financial – Payroll
  - c. Financial – Statement
- 9. Next Meeting Scheduled December 13, 2023 @ Station 25, 5081 N. Old State Road 37 and via Zoom**
- 10. Adjourn**



# Monroe Fire Protection District

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## MINUTES OF MEETING OF THE BOARD OF TRUSTEES

Chair Sorensen called the meeting of the Board of Trustees of the Monroe Fire Protection District to order at 6:00p.m. EST Wednesday, October 11, 2023. The meeting was held in person at Station 25, located at 5081 N. State Road 37, Bloomington Indiana and via Zoom for public to view. Public notice of the meeting had been duly made to local media by email transmission and hard copy notices had been placed in all the usual places.

Mrs. Bovenschen called the roll of the board of trustees to determine members present, absent, and to identify others present via Zoom.

Present in person were as follows:

- Vicky Sorensen, Chair
- Mark Kruzan, Vice-Chair (arrived 6:11pm)
- Michael Baker, Fiscal Officer
- Christina Courtright, Trustee (via Zoom)
- Dan Vest, Trustee
- Kevin R. Robling, Trustee

Those absent were as follows:

Others present were as follows:

- Dustin Dillard, Chief
- George Cornwell, Deputy Chief, Operations
- Matt Bright, Deputy Chief, EMS
- Steve Coover, Deputy Chief, Community Risk Reduction
- Jeffrey Combs, Assistant Chief of Administration
- David Ferguson, Attorney, Ferguson Law
- Tammy Bovenschen, Administrative Assistant
- Lorie Robinson, Financial Assistant
- Darrell Cooper, IT Specialist
- Jason Allen, Battalion Chief/Public Information Officer
- Jeff Bailey, Captain, MFD

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**HEADQUARTERS  
3953 S KENNEDY DRIVE  
BLOOMINGTON IN  
812-331-1906  
812-336-1166 (FAX)**

## CHANGES OR AMENDMENTS TO THE AGENDA

Chair Sorensen asked if there were any changes or amendments to the agenda. Mrs. Bovenschen reported no changes to the agenda.

## PUBLIC COMMENT

Chair Sorensen explained this was the time when any member of the public could speak to the board concerning any matter not listed on the agenda. There was no public comment.

## MINUTES OF PREVIOUS MEETING

Minutes from the September 13 regular meeting were presented to the board for approval. Trustee Robling made a motion to approve the minutes of September 13, 2023.  
Trustee Vest 2<sup>nd</sup>  
Roll call vote taken  
Robling – yes, Sorensen – yes, Vest – yes, Baker – yes, Courtright – yes  
Motion passed 5-0

## UNFINISHED BUSINESS

## DEPARTMENT UPDATES

### Department Updates

#### a. Legal Updates

Legal Counsel, David Ferguson stated he had nothing to update.

#### b. Statistics

	<u>Aug 2023</u>	<u>Sept 2023</u>
<b>TOTAL Emergency Calls</b>	<b>409</b>	<b>341</b>
Fire Calls	18	26
<i>Structure</i>	7	6
<i>Vehicle</i>	2	7
<i>Wildland</i>	2	6
<i>Other</i>	7	7
Over Pressure Rupture, Explosion, Overheat	0	1
EMS Calls	241	206
<i>Medical</i>	147	125
<i>EMS Crew Assist</i>	62	55
<i>Motor Vehicle Accidents</i>	32	26
Hazardous Conditions	16	8
Service Calls	45	35
Good Intent Calls	62	34
False Alarms	25	28
Severe Weather	0	0
Special Incidents	2	3

<b>Incidents by Township</b>	<b>345</b>	<b>297</b>
Benton	24	15
Bloomington	30	23
Clear Creek	35	22
Indian Creek	3	14
Perry	110	82
Van Buren	128	130
Washington	15	11

<b>Incidents – Contracted Townships</b>	<b>27</b>	<b>17</b>
Polk	4	5
Salt Creek	23	12

<b>Incidents by Aid Given</b>	<b>37</b>	<b>27</b>
Bean Blossom	2	1
Bloomington City	10	2
Ellettsville	11	8
Richland Township (EFD)	11	10
Greene County	2	6
Lawrence County	0	0
Brown County	0	0
Owen County	1	0
Morgan County	0	0

<b>AID Received - September</b>		<b>15</b>
<b>AID Received - Year to Date</b>		<b>105</b>

Average Response (dispatch to arrival on scene)	7 min 55 sec	7 min 29 sec
Average Turnout (dispatch to enroute)	1 min 12 sec	1 min 04 sec
Average Time on Scene	24 min 35 sec	32 min 07 sec

**SOR (Statements of Refusal) signed: 2**

**c. Emergency Medical Services – Special Operations**

Deputy Chief Bright updated the board on EMS/Special Operations Current Situation:

- Work Performance Evaluations (WPE) procedure has been revised and evaluations are scheduled

Trustee Robling asked about the continuing work on ambulance equipment quotes and partnerships. Deputy Chief Bright explained that he is still working with Monroe Hospital on the partnership we are building with them to help with some of the equipment needed for them, things like oxygen replacement. Monroe Hospital also donated cardiac monitors.

Trustee Robling asked what are the graphics on the ambulances going to be? Are they going to be traditional like the rest of our apparatus? Deputy Chief Bright stated that he is currently work on it and the ambulances will look similar to our fire apparatus.

Chair Sorensen thanked Fiscal Officer Baker for his work with getting a contact and meetings with IU Life Line. Fiscal Officer Baker explained he felt that the meeting went well. He felt they were grateful that we reached out to them, they stated that they were understaffed at every location. To frame up the meeting, he felt it was cooperation from them and step forward in the right direction. IU Life Line Director of the State asked several questions, which our employees had the data needed and gathered already, making it easier to answer their questions. Fiscal Officer Baker wanted to Board to know that they were very receptive, they thanked us for reaching out and they wanted to work together, they asked what can they do to partner with us, what can they share with us. Fiscal Officer Baker felt it was a very positive meeting. Chief Dillard added that they had even discussed going to their offices in Indianapolis sometime in the next week to allow us to see their communications equipment and discuss some dispatch related items.

Chief Dillard did clarify that the until a few years ago (2) the ambulance service from Monroe, Lawrence and Orange counties were a separate entity which was involved with the Bloomington Hospital, IU Health Hospitals in Lawrence County and Paoli. Since then all ambulance resources have consolidated with IU Health Life Line. IU Health Life Lines primary focus is on transferring patients from one location to another, and not emphasized on the 911 system. They referred to those communities as legacy 911 systems, where they do not have any intention of pulling out of those communities however also very difficult to add services to those communities. They were very happy to welcome the help in these communities.

Trustee Courtright commended Fiscal Officer Baker for his work getting the meetings set up.

Accomplishments:

- All four ambulance stretchers have arrived
- Met with executive director and statewide operations manager of IU Life Line

Planned Activities:

- Finalize ambulance billing partnership

**d. Operations**

Deputy Chief Cornwell updated the board on Operations

Current Situation:

- Four apparatus out of service

Accomplishments:

- Work Orders completed 37, Minor 20, Moderate 10 and Major 7
- Planned Activities:
- Ladder Testing

Captain Jeff Bailey reported to the board on their previous question last month on how the work orders are written. He explained how the crew submitted the work order, how he determined which level it would be placed into the work ticket system. After work has been completed, Captain Bailey scans all receipts and records how long the apparatus was out of service.

Captain Bailey explained that he tracks all warranties and sends trucks in for warranty work when needed. He has built partnerships to help reduce the costs of things for the District. Fiscal Officer Baker asked if all of the history of work done on a piece of apparatus stays with the apparatus? Captain Bailey stated that yes, all work is tracked with the apparatus.

#### **e. Training**

Assistant Chief Dillard updated the board on Training:

Current Situation:

- Firefighter I/II class is continuing and currently in the HazMat module

Accomplishments:

- Total Training hours for September: 3,854.47
  - Full Time Personnel: 3,199.95
  - Part Time Personnel: 606.50
  - Volunteer/Substitutes: 48.25

Planned Activities:

- DHS ICS 400 Class
- Fall facilities training on the training grounds

#### **f. Community Risk Reduction**

Deputy Chief Coover updated the board on Community Risk Reduction.

Current Situation:

- Working with Mental Health America project on the final stage for expanding mental health services awareness

Accomplishments:

- Completed
  - 31 inspections
  - 26 re-inspections
  - 11 new construction inspections
  - Three plan reviews
  - Added 24 new occupancies

Planned Activities:

- Training personnel how to conduct fire watch in the event of fire protection system failure – this is for commercial buildings

Trustee Robling asked how we are assisting a fire department in northern Indiana regarding a youth involved fire? Deputy Chief Coover explained that he is the chairperson for the Youth Fire Prevention for the State of Indiana which is why he is called when there is a youth involved fire anywhere in the State.

Fiscal Officer Baker asked if the conversations around the Eclipse are more about crowd and traffic control? Deputy Chief Coover stated that our concerns are how we will be able to get through the crowds during an emergency. Deputy Chief Coover stated that this weekend if the weather stays clear, there will be an eclipse in Illinois, which should allow him to collect data for our event in 2024.

Chair Sorensen asked about the inspections being done and what happens when something is found to be out of compliance, do we give them so many days to correct it? Is there a penalty if they do not correct? Deputy Chief Coover explained that they are given 30 days to get into compliance, and then it is re-inspected. As we do not have our own fire ordinance in place, we cannot institute any fines, however we can call the State Fire Marshal's office down if needed. Deputy Chief Coover stated that it is not the intent of the District to close businesses down, the intent of these inspections is to keep the community safe.

**g. Administrative Report**

Chief Dillard updated the board on Administrative activities:

Current Activities:

- Working on obtaining bonding for Fiscal Officer Baker
- Working with a new lease agreement with the new airport director
- Continuing to collect data for retiree insurance

Accomplishments:

- Presented certificates to two retired Monroe County Dispatches highlighting their 43 years of service

Planned Activities:

- Fire Prevention at local elementary schools
- Safe trick or treating at all stations
- Balloon Fest

Personnel Report:

- Hiring – 1 substitutes
- Resignations – 0

Vice Chair Kruzan thanked the Chief for representing the District for the two retirees. Vice-Chair Kruzan asked what kind of support network do we have for our firefighters after a fatal fire happens? Deputy Chief Coover explained that he is on scene for most of those cases and he can evaluate them right away. We also have Pastor Stewart who is available to all crews during any difficult situation.

Vice-Chair Kruzan noted a national story about the alleged health risks associated with firefighters PPE and asked if this is something we know about? Chief Dillard stated that the national story is referring to the foam firefighters have in their protective PPE, but there is no alternative at this time. Trustee Robling asked if the longer the gear is in use, or the hotter the gear gets and the more smoke the gear is exposed to, does that make the risks higher to the individual? Chief Dillard explained that there isn't data yet to support that.

Vice-Chair Kruzan wanted to congratulate the District for the article in BLOOM Magazine.

## **NEW BUSINESS**

### **a. ESO Software**

Chief Dillard explained that there were several who would be speaking about the ESO software and how it can help the District by consolidating several of our computer programming all into one company. ESO purchased one of our current computer programs Emergency Reporting. IT Specialist Cooper explained the different software programs currently used. Deputy Chief Bright explained that our new medical director requested we used this software.

Chief Dillard would like to request the purchase of purchasing ESO software in the amount of \$30,792 for year one.

Vice-Chair Kruzan made a motion to purchase the ESO software in the amount of \$30,792 for year one.

Trustee Robling 2<sup>nd</sup>

Roll call vote was taken

Robling – Yes, Vest – Yes, Sorensen – Yes, Kruzan – Yes, Baker – Yes, Courtright – Yes

Motion passed 6-0

## **FINANCIALS**

### **a. Financial – Claims**

Financial Assistant Robinson presented claims signed September 6, 7, 15, 20, 26 and 27, 2023. We have been paying for several of the items for the ambulances, and are being reimbursed in a very timely manner from the county.

Vice-Chair Kruzan asked what the prepayment reimbursement for Bloomington Speedway is. Financial Assistant Robinson explained that due to circumstances from previous years, the agreement written between the Bloomington Speedway and the District included a prepayment by Bloomington Speedway prior to any of the races. As the year progresses, some of the prepayment might be used when a race runs extremely long. At the end of the season, we reconcile all hours and payments and determine if a refund is due to the Speedway or if they have a remaining balance owed to the District for services. This year, they were owed a refund.

Trustee Robling made a motion to approve claims for September 2023 as presented.  
Trustee Courtright 2<sup>nd</sup>  
Roll call vote was taken  
Courtright – Yes, Baker – Yes, Robling – Yes, Vest – Yes, Kruzan – Yes, Sorensen –  
Yes  
Motion passed 6-0

**b. Payroll**

Included the semi-monthly payrolls for September 2023.

Trustee Robling made a motion to approve the payrolls for September 2023 as presented.  
Vice-Chair Kruzan 2<sup>nd</sup>  
Roll call vote was taken  
Vest – Yes, Baker – Yes, Courtright – Yes, Robling – Yes, Kruzan – Yes, Sorensen –  
Yes  
Motion passed 6-0

**c. Financial – Statement**

Financial Assistant Robinson stated that the budget can be spent by 75% for this time of the year, currently we have spent 63.2% for the General Fund and 49% for the Cumulative Fund.

Financial Assistant Robinson stated that the first reading of the budget has occurred and that budget adoption should happen next week.

Trustee Robling made a motion to approve the Certified Financial Statement as presented for September 30, 2023.  
Fiscal Officer Baker 2<sup>nd</sup>  
Roll call vote was taken  
Baker – Yes, Kruzan – Yes, Courtright – Yes, Vest – Yes, Robling – Yes, Sorensen –  
Yes  
Motion passed 6-0

**ADDITIONAL COMMENTS**

**NEXT MEETING**

Chair Sorensen stated that the next meeting will be in person on November 8th, at Station 21, located at 9094 S Strain Ridge Road, Bloomington, IN. The meeting will also be held via zoom.

**ADJOURN**

Chair Sorensen called for a motion to adjourn.  
Trustee Robling made a motion to adjourn at 7:15pm  
Motion passed 6-0

Minutes approved by the board of trustees on November 8, 2023:

Aye:

\_\_\_\_\_  
Vicky Sorensen, Chair

\_\_\_\_\_  
Mark, Kruzan, Vice-Chair

\_\_\_\_\_  
Michael Baker, Fiscal Officer

\_\_\_\_\_  
Christina Courtright, Trustee

\_\_\_\_\_  
Kevin R. Robling, Trustee

\_\_\_\_\_  
Dan Vest, Trustee

Nye:

\_\_\_\_\_  
Vicky Sorensen, Chair

\_\_\_\_\_  
Mark Kruzan, Vice-Chair

\_\_\_\_\_  
Michael Baker, Fiscal Officer

\_\_\_\_\_  
Christina Courtright, Trustee

\_\_\_\_\_  
Kevin R. Robling, Trustee

\_\_\_\_\_  
Dan Vest, Trustee

Copy furnished:

Mrs. Vicky Sorensen, Chair  
Mr. Michael Baker, Fiscal Officer  
Mr. Kevin R. Robling, Trustee  
Mr. Dustin Dillard, Fire Chief  
Mrs. Christine Bartlett, Legal Counsel  
Headquarters, Bulletin Board  
Station No. 22, Bulletin Board  
Station No. 24, Bulletin Board  
Station No. 29, Bulletin Board

Mr. Mark Kruzan, Vice-Chair  
Ms. Christina Courtright, Trustee  
Mr. Daniel Vest, Trustee  
Mr. David Ferguson, Legal Counsel  
  
Station No. 21, Bulletin Board  
Station No. 23, Bulletin Board  
Station No. 25, Bulletin Board  
Station No. 39, Bulletin Board

# Monroe Fire Protection District

## Statistical Summary



October 1-31, 2023

INCIDENTS BY CATEGORY:	COUNT:
<b>Fires</b>	<b>17</b>
<i>Structure</i>	2
<i>Vehicle</i>	5
<i>Wildland</i>	7
<i>Other</i>	3
<b>Over Pressure Rupture</b>	<b>0</b>
<b>Emergency Medical Service Calls</b>	<b>217</b>
<i>Medical</i>	134
<i>EMS Crew Assist</i>	56
<i>Motor Vehicle Accident / Rescue</i>	27
<b>Hazardous Condition (no fire)</b>	<b>29</b>
Service Calls	49
Good Intent Calls	40
False Alarms	19
Severe Weather	0
Special Incidents	1
<b>TOTAL</b>	<b>372</b>

INCIDENTS BY DISTRICT TOWNSHIP	
<b>Benton</b>	<b>19</b>
<b>Bloomington</b>	<b>29</b>
<b>Clear Creek</b>	<b>29</b>
<b>Indian Creek</b>	<b>9</b>
Perry	89
Van Buren	137
Washington	16
<b>TOTAL</b>	<b>328</b>

INCIDENTS BY FIRE PROTECTION CONTRACTED TOWNSHIPS	
Polk	7
Salt Creek	18
<b>TOTAL</b>	<b>25</b>

**INCIDENTS BY AID GIVEN**

<b>Bean Blossom</b>	<b>0</b>
<b>Bloomington (City)</b>	<b>4</b>
<b>Ellettsville</b>	<b>0</b>
<b>Richland Township (EFD)</b>	<b>12</b>
<b>Greene County</b>	<b>3</b>
<b>Lawrence County</b>	<b>0</b>
<b>Brown County</b>	<b>0</b>
<b>Owen County</b>	<b>0</b>
<b>Morgan County</b>	<b>0</b>
<b>TOTAL</b>	<b>19</b>
<b>EFD Aid Received - October (no MFD response)</b>	<b>44</b>
<b>Aid Received - Year to Date</b>	<b>123</b>

**Average RESPONSE Time (Dispatch to Arrival)**

STATION	EMS		FIRE	
	September	October	September	October
Station 21	10:47	9:38	7:18	11:34
Station 22	8:21	6:14	6:50	6:25
Station 23	9:02	9:14	8:28	7:22
Station 24	11:49	11:18	12:58	13:21
Station 25	11:46	9:35	9:54	7:33
Station 29	6:31	5:31	6:36	6:12
Station 39	6:36	7:51	12:16	10:30
<b>AVERAGE FOR ALL CALLS</b>			<b>7:29</b>	<b>7:25</b>

**Average TURNOUT Time (Dispatch to En-route)**

STATION	EMS		FIRE	
	September	October	September	October
Station 21	1:32	1:21	1:23	1:16
Station 22	1:28	0:55	1:11	1:10
Station 23	1:14	1:36	0:27	0:54
Station 24	1:05	1:20	1:14	0:55
Station 25	0:59	1:23	1:43	1:02
Station 29	0:49	0:50	0:44	0:57
Station 39	0:43	0:51	2:05	1:07
<b>AVERAGE FOR ALL CALLS</b>			<b>1:04</b>	<b>1:02</b>

**AVERAGE TIME SPENT ON SCENE    32:07    26:52**

**Number of Refusals Obtained by MFD Personnel                    2**

### INCIDENTS: REVIEWED INCIDENT COUNTS

Monroe Fire Protection District | Last Refresh: 11/5/2023 8:00 PM

369 Incidents Filtered | 1 Not Reviewed | 3,664 Incidents YTD | 3,766 Prior YTD | -102 Δ over PYTD | -3% % over PYTD

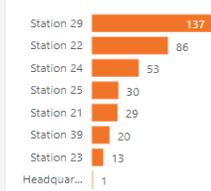
#### # of Incidents by Month



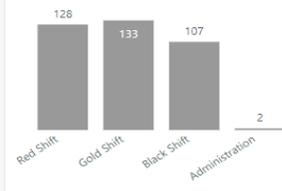
#### Incident Series

Incident Series	# of Incidents
1XX - Fire	17
3XX - Rescue & Emergency Medical Service Incident	216
4XX - Hazardous Condition (No Fire)	29
5XX - Service Call	48
6XX - Good Intent Call	39
7XX - False Alarm & False Call	19
9XX - Special Incident Type	1
<b>Total</b>	<b>369</b>

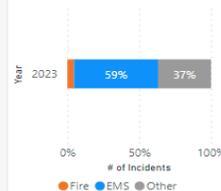
#### Top Stations by # of Incidents



#### # of Incidents by Shift



#### # of Incidents by Category

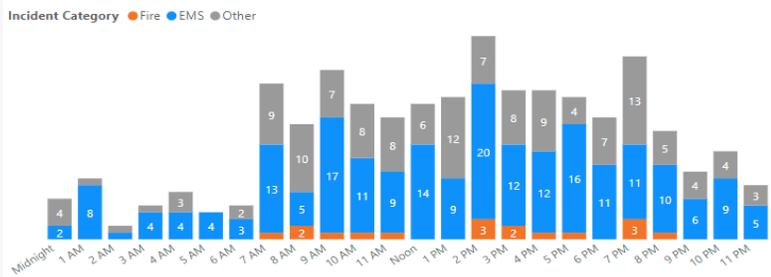


### INCIDENTS: DAYS & TIMES

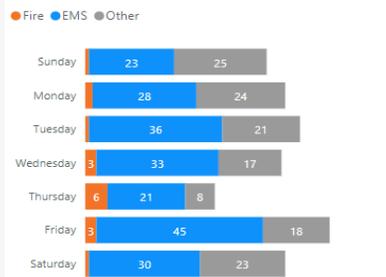
Monroe Fire Protection District | Last Refresh: 11/5/2023 8:00 PM

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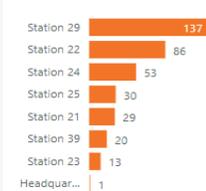
#### # of Incidents by Hour of the Day



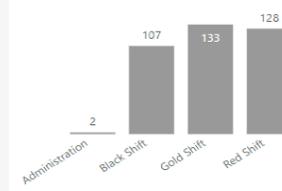
#### # of Incidents by Weekday and Incident Category



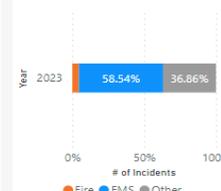
#### Top Stations by # of Incidents



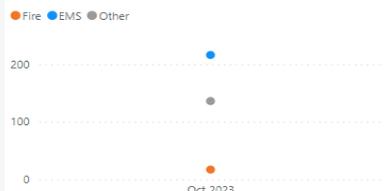
#### # of Incidents by Shift



#### # of Incidents by Category



#### # of Incidents over Time



# EMS / Special Operations November 2023

## CURRENT SITUATION

- Working on a second Tactical Support Unit at Station 21
- Scheduling make-up day for WPE
- All physicals have been completed, and we are waiting on the final report
- Waiting on final two power load systems to be delivered
- Brush / EMS squad combination

## ACCOMPLISHMENTS

- Work Performance Evaluations were conducted for operations personnel
- Ordered AEDs (Grant)
- Received a grant through LEPC for a Hazmat IQ class
- Meeting with Martinsville FD regarding Hazmat Mutual-Aid

## PLANNED ACTIVITIES

- Ambulance Transport process/paperwork
- Get the Hazmat IQ class scheduled and finalize hazmat lesson plans to assist training division
- Finalize ambulance billing partnership
- Finalize contract for reporting software and begin data migration
- Follow-up meeting with IU LifeLine

# Operations Monthly Report November 2023

## **Current Situation**

Out of Service / In Service

- Tender 22
- Rescue 21 – Hydraulic Oil leak
- Finishing Hydrostat Testing

## **Accomplishments**

- Work Performance Evaluations (WPE) completed by all operations personnel
- Hydrostat Testing Station's 25, 24, & 21 have been completed
- Engine 49 is back in service
- Work Orders Completed:

## **Planned Activities**

- Ladder Testing – November 13-17 (During Facility Training)
- Continuing with the hydrostat testing (Station 22)
- Flow testing of air packs and mask (November 6 – 10)

# November 2023 Fire Training Report

## CURRENT SITUATION

Firefighter I/II course with Ellettsville Fire July 24- December 4

Currently working on the 2024 training schedule

Training on cold weather emergencies

## ACCOMPLISHMENTS

### - Training hours

○ Full Time firefighter – 1659.25

○ Part-time firefighter- 391.91

○ Volunteer- 49.5

**Total- 2100.66**

Rope class finished Retest scheduled

ICS (Incident Command System) 400 class 30 students State lead

## PLANNED ACTIVITIES

State Certified Aerial course

Facilities Training on the Training Grounds for all shifts

Rescue Task Force Training November 13 & 14

County Wide Training November 14-16

Live Fire Training for FF I/II Class November 18

# CRR Monthly Report November 2023

## CURRENT SITUATION

- Two referrals to the Youth Fire Stop Program from MCCSC
- Initiating program to follow up with Suicide Attempts and Ideation
- New system established for APS reporting.
  - Will have to determine an efficient methodology
- Arson Case preparation with Prosecutor (Rescheduled for January)
  - Terrace Drive
- Continued coordination for Eclipse 2024

## ACCOMPLISHMENTS

- Attended Middle Way House Charity Event
- Assisted as a sponsoring agency for the “Out of the Darkness Walk” and the National Alliance on Mental Health (NAMI) “Walk with NAMI” event
- Participated in Beacon’s Annual Fundraiser
- Finalized Fatal Fire investigation Stanford Rd
- NaloxBoxes
  - Distributed 20 overdose kits
- Four Referrals to Adult Protective Services/Area 10 on Aging
  - Now similar to DCS and must be first called to the state then assigned locally
- Conducted 27 fire safety presentations to 17 Schools, Pre-schools and various fire safety events educating a total of 3993 Children 1477 Adults and 3113 Seniors
- Completed 38 Inspections, 57 re-inspections, 9 new construction inspections, and conducted 4 plan reviews.
  - Added 32 new occupancies that were not accounted for in the database

## PLANNED ACTIVITIES

- Attend Monroe County Childhood Conditions Summit
- Initiate the potential for CISM team from mental health providers to assist with fire department members’ wellbeing
- Develop the SHIELD Domestic violence safe place at fire stations
- Conduct a crisis and suicide prevention presentation to teens

# ADMINISTRATIVE REPORT NOVEMBER 2023

## **Current Situation**

- Federal Student Loan Forgiveness
- Working with county officials on a Blue-Ribbon Commission on Climate Change Resilience
- Receiving PERF pre-entry medical and psychiatric physicals back from Public Safety Medical
- Garage door traffic control devices
- Mail Theft of MFD Checks

## **Accomplishments**

- Family fun night at Station 23
- Budget process for 2024 has concluded
- Met with architect and engineer to finalize complete drawing set
- A MFPD firefighter was awarded the Firefighter of the Year for Monroe County from the Northside Exchange Club
- Met with Crane Naval Surface Warfare Center's new fire chief
- Renewed Sam.gov information to maintain federal grant eligibility
- Met with Operations Chief and Fleet Manager to discuss fleet status and expectations
- Support fire prevention efforts and public events
- Met with volunteer association to discuss current status and 2024 contract
- 2023 final quarter newsletter

## **Planned Activities**

- Finalize a meeting of the INPRS 1977 Police and Fire Fund, local pension board for November to discuss updating bylaws and scheduling meetings
- Capstone insurance renewal meeting
- Open Enrollment for health insurance will begin mid-November



**W.S. Darley & Company**  
 Tom Steindler  
 325 Spring Lake Dr.  
 Itasca, IL 60143  
 219-312-0160

**Quotation**

<b>Date</b>
10/16/2023

<b>Quotation Date</b>
10/16/2023

<b>Reference</b>

<b>FOB</b>
Shipping Point

<b>PAYMENT TERMS</b>
NET 15 Days

**BILL TO:**

**SHIP TO:**

MonroeFire Protection District'  
 3953 S. Kennedy Dr.  
 Bloomington, IN. 47401  
 Station 812-947-0422  
 Chief:  
 Capt. Ryan Fipps  
 Cell: 812-360-9682  
 rfipps@monroefd.org  
 Depty Chief Cornwell  
 gcornwell@monroefd.org

MonroeFire Protection District'  
 3953 S. Kennedy Dr.  
 Bloomington, IN. 47401  
 Station 812-947-0422

ITEM	QUANTITY	DESCRIPTION	EACH	AMOUNT
BL797	1	Flir K45 TIC Kit with Hard case, Table Top Charger, Retractable Strap, (2) Batteries	\$3,158.00	\$3,158.00
BL505	1	Truck Charger  Chief PLEASE note that FLIR has authorized a VERY Nice reduction in price for a period of time. THANKS	\$485.00	\$485.00
<b>THANK YOU STAY SAFE!!!</b>			<b>Freight</b>	<b>TBA</b>
			<b>Total</b>	<b>\$3,643.00</b>

**COMMENTS:**

- Special Terms:**
- Customer P.O. constitute acceptance of these terms
  - Quote expires 60 days herin



# Quotation

# EST-009426



## 911 Fleet and Fire Equipment

11 Lendale Drive  
Florence, Kentucky 41042  
877-605-2378  
859-371-0131

Bill To  
**Monroe Fire District**  
3953 S. Kennedy Dr  
Bloomington, IN 47401

Ship To  
2130 S. Kirby Rd  
Bloomington, IN 47403

Quotation Date : 10/20/2023  
Sales Person : Kyle Koons

#	Item & Description	Qty	Rate	Amount
1	MORNING PRIDE-TAILS-COAT-MPTC SKU : MPTC* SPEC ID:INPERL00031	1.00 Each	2,149.00	2,149.00
2	MORNING PRIDE-TAILS-PANTS SKU : MPTP* SPEC ID:INPERL00033	1.00 Each	1,794.00	1,794.00
			Sub Total	3,943.00
			<b>Total</b>	<b>\$3,943.00</b>

### Notes

Thanks for the opportunity, please contact us if there are any questions.

### Terms & Conditions

Due to current global market conditions, quotations are only valid for 30 days unless otherwise specified in writing.

All quotations do not include shipping unless specified in writing. Buyer responsible for shipping and handling.

Payment is due upon receipt of invoice. We gladly accept credit cards and Pro cards as forms of payment, but due to credit card processing fees, there will be a 3.5% surcharge added to all invoices that are paid via these methods.

**MONROE FIRE PROTECTION DISTRICT**  
**Monroe County, Indiana**  
**Risk Management Policy**

**I. PURPOSE**

This Risk Management Policy will become effective on this 12<sup>th</sup> day of May, 2020. The purpose of this policy is to facilitate the preparation of financial statements in conformity with generally accepted accounting principles. Additionally, as part of our system of checks and balances, this policy will contribute to helping Monroe Fire Protection District ("MFD") achieve its objectives of transparency, fiscal responsibility and accountability, and continually striving for public trust and confidence.

**II. CAPITAL ASSETS:**

- Real and personal property owned by MFD.
- Have useful lives extending beyond a single reporting period (one year).
- Are depreciated using the straight-line method with no allowance for salvage value.
- Have nine (9) classifications described by SBOA.

**A. CLASSIFICATIONS:**

1. **Land.** All land, including right of ways, is capitalized at the time of acquisition regardless of historical costs or fair value, if donated. Land records must include the following information:
  - Location;
  - Acreage;
  - Acquisition date; and
  - Purchase price. (If purchase price is not available the assessed, appraised, or fair market value may be used.)
2. **General Infrastructure.** Examples of infrastructure include: roads, bridges, tunnels, drainage systems, storm water systems, dams, or lighting systems. General Infrastructure records must include the following information:
  - Description;
  - Location; and
  - Cost.
3. **Buildings.** Building records must include the following information:
  - Location;
  - Purchase price; or Construction cost and cost of improvements; or
  - If building is a gift, the appraised value at time of acquisition.
4. **Improvements Other Than Buildings.** This category is defined as permanent improvements, other than buildings, that add value to land. Examples include: fences, retaining walls, sidewalks, gutters, and parking lots. Records of Improvements Other Than Buildings must include:
  - Location;

- Cost; or Acquisition value.
5. **Machinery and Equipment.** Defined as tangible property of a permanent nature, (other than land, buildings, improvements, and vehicles) having a useful life of more than one (1) year. Examples include: machinery, software, commercial kitchen equipment, medical equipment, metal detectors, etc.
    - **Per unit** cost must be equal, or more than the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000.
    - Purchase cost must be included.
  6. **Vehicles.** This category includes automobiles, light trucks, heavy trucks, fire engines & apparatus, and boats, having a useful life of more than one (1) year. Records must include:
    - Purchase cost; or
    - If the vehicle is a gift, fair market value at time of acquisition.
  7. **Construction in Progress.** Construction in Progress is defined as construction work that has begun but has not been completed in the current reporting fiscal year.
    - Will be reported at the rate of the total project estimate.
    - Upon completion of the project, this asset must be moved into the proper category, and any necessary adjustment to project cost will be made at this time.
  8. **Books and Other.** This category may include a collection of books, periodicals, archives, CD's, etc. This section can also be used for any other types of assets not listed.
  9. **Federal Items Purchased through a Federal Grant.** All items purchased with federal grant money must be reported as a capital asset if the item meets or exceeds the statutory threshold of Five Thousand Dollars (\$5,000.00). Items purchased with federal grant money will be categorized separately from other like items that were not purchased with federal grant money.

## B. CAPITALIZATION THRESHOLDS

Capital Assets must be included in the list if they have an original purchase cost or value equal to or greater than the amount below. Assets will remain on the capital asset list and part of the property record until they are retired, disposed of, sold, or traded in, regardless of the depreciated value.

The capitalization threshold for the following classes of assets shall be:

1. Land	\$	0.00
2. General Infrastructure	\$	0.00
3. Buildings	\$	0.00
4. Improvements other than Buildings	\$	10,000.00
5. Machinery and Equipment	\$	5,000.00
6. Vehicles	\$	75,000.00
7. Construction in Progress	\$	50,000.00
8. Books and Other	\$	20,000.00
9. Federal Items Purchased through a Federal Grant	\$	5,000.00

## C. IMPROVEMENTS TO BUILDINGS AND GENERAL INFRASTRUCTURE

To increase the value of buildings or infrastructure assets, improvements must do one (1) of the following:

1. **Increase capacity** – Increases the level of service provided by the asset. Examples include: an addition to a building providing increased square footage, hence, the capacity is increased and the capital outlay is capitalized;
2. **Increase efficiency** – Increased efficiency changes the level of service or output without increasing the size of an asset; or level of service is maintained but at a lower cost; and/or
3. **Extend the asset's estimated useful life beyond the original expectation** – extending the useful beyond the original expectation involves a significant alteration, structural change, or improvement.

While substantial repairs and renovations will be reviewed for potential capitalization, it is anticipated that most will be expensed in the current year. These expenses often merely restore the asset to the original service potential but do not necessarily improve the asset.

## D. HISTORICAL COST OR ESTIMATED HISTORICAL COSTS

1. **PROSPECTIVE (likely to happen at a future date) REPORTING.** These services generally relate to the development of, presentation of, and reporting on prospective financial information, and provide either a report to a regulator, or a report to other parties prepared under the regulations provided by the regulator.

Capital assets are recorded at historical cost which includes any extra charges necessary to place the asset into its intended location, and condition for use. Cost of form, fit, and function should be considered. For example:

- Freight and transportation charges for machinery;
- Site preparation costs and professional fees for a building;
- Engineering costs (internal and external) including related preliminary project and environmental studies for a road;
- Project estimating, design, and planning (drawings and specifications);
- Construction engineering, construction management, construction inspection and project payment; and,
- Donated capital assets are recorded at their estimated fair value at the time of acquisition.

### 2. RETROACTIVE REPORTING AT TRANSITION OF GASB STATEMENT NO 34

When actual historical cost source data is unavailable, estimate cost using:

- Historical Cost (purchase or construction cost);
- A 'Going Price' at the time of acquisition; or
- A Consumer Price Index calculation. To estimate the cost of an asset item using a Consumer Price Index calculation (including Consumer Price Index and Federal Highway Price Trends), the estimator must first find the cost of the asset as if it were new today. The estimator would then find the corresponding estimated date of acquisition/construction on the appropriate schedule which will 'deflate' the replacement cost to an estimated historical cost. The Table of Cost Indexes schedule may be found in the State Board of Accounts (SBOA) County Bulletin from June 2018 (vol. 409, pg. 7) <https://www.in.gov/sboa/files/2018%20June.pdf>

## **E. ESTIMATED USEFUL LIVES OF DEPRECIABLE ASSETS**

### **Capital Assets (defined):**

- Have estimated useful lives extending beyond a single reporting period (one year); and
- Are depreciated using the straight-line method with no allowance for salvage value.

The estimated useful life values were developed with the input of knowledgeable staff and reflect our government's experience with these assets:

• <b>Land and Improvements to Land</b>	<b>non-depreciable</b>
• <b>Buildings and Building Improvements</b>	<b>50 years</b>
• <b>Machinery and Equipment</b>	<b>5 years</b>
• <b>Vehicles:</b>	
- Autos	5 years
- Light Trucks	8 years
- Heavy Trucks	20 years
• <b>General Infrastructure:</b>	
- Roads	50 years
- Bridges	75 years
• <b>Outdoor Lighting</b>	10 years
• <b>Software</b>	5 years

## **F. DEPRECIATION METHOD/CONVENTION**

Depreciation will be calculated using the straight-line method and full-year convention. No salvage value or residual value will be recognized.

## **G. RESPONSIBILITY FOR PROPERTY RECORD MAINTENANCE**

The MFD Fire Chief, or designee, will ensure reporting for capital assets is exercised by establishing a fixed capital asset inventory, initially and at a minimum, annually. The MFD Fire Chief, or designee, will further ensure the capital asset report will be updated annually to reflect:

- Improvements;
- Additions;
- Retirements;
- Transfer between departments;
- Annual capital asset balance for financial reporting purposes; and
- Annual and accumulated depreciation calculations and net book value amounts.

The individual Station utilizing physical property owned by MFD has the expressed responsibility to maintain day-to-day stewardship of the property.

All Stations have the responsibility to report capital asset improvements, additions, retirements, and transfers in detail to the MFD Fire Chief, or designee. Transfers and retirements of assets at or above the threshold are to be reported by the Stations to the MFD Fire Chief using the attached Asset and Inventory Retirement Form.

### III. INVENTORY POLICY

#### A. INVENTORY (defined):

- Capital purchases (4000 line items) **not meeting the minimum capitalization criteria set forth in the Capital Asset** section of the Monroe Fire Protection District Risk Management Policy but that meet the criteria in the Inventory Policy are considered inventory items.
- Personal property owned by MFD.
- Physical items having useful lives extending beyond a single reporting period (one year).

#### B. CLASSIFICATIONS:

1. **Machinery, Furniture, and Equipment.** Defined as tangible property of a permanent nature, (other than land, buildings, improvements, and vehicles) having a useful life of more than one (1) year. Examples include: machinery, furniture, office equipment including but not limited to computers and data processing equipment, and desks, safes, cabinets, cellphones, etc.
  - **Per unit** cost must be equal, or more than the threshold listed for this category but less than the capitalization criteria.
  - Purchase cost must be included.
2. **Vehicles.** This category includes automobiles, light trucks, heavy trucks, busses, and boats, having a useful life of more than one (1) year. Records must include:
  - Purchase cost; or
  - If a gift, fair market value at time of acquisition.
3. **Books and Other.** This category may include a collection of books, periodicals, archives, CD's, etc. This section can also be used for any other types of assets not listed.
4. **Federal Items Purchased through a Federal Grant.** Any items purchased with federal grant money for \$5,000.00 or less must be maintained as inventory. Items purchased by Federal funds cannot be disposed of without the approval of the awarding agency UNLESS the item(s) was/were clearly stated as exempt within the award.

#### C. INVENTORY THRESHOLDS

Inventory items must be included on the inventory list if they have an original purchase cost or value equal or greater than the amount below. Inventory items will remain on the inventory list and part of the property record until they are retired, disposed of, sold, or traded in.

**The threshold for the following classes of inventory items shall be:**

- |  |                                   |
|--|-----------------------------------|
| 1. <b>Machinery, Furniture, and Equipment</b>  | <b>\$ 1,000.00 – \$ 4,999.99</b>  |
| 2. <b>Vehicles</b>   | <b>\$ 1,000.00 – \$ 74,999.99</b> |
| 3. <b>Books and Other</b>  | <b>\$ 1,000.00 – \$ 19,999.99</b> |
| 4. <b>Federal Items Purchased through a Federal Grant</b><br>(Not meeting the \$5,000.00 threshold for capital assets) | <b>Less than – \$ 5,000.00</b>    |

#### **D. DEPARTMENT LEVEL RESPONSIBILITY FOR PROPERTY CONTROL**

Capital assets that do not meet the capitalization criteria listed in this policy but warranting 'control' may meet the criteria of the Monroe Fire Protection District Inventory Policy. Should the item(s) in question not meet the threshold for *either* policy but still warrant control, the item(s) shall be inventoried and an appropriate list be maintained.

Assets below the capitalization threshold and not on the MFD inventory list but considered *sensitive* may include:

- Postage Stamps;
- Batteries;
- Electronic office equipment such as clocks, calculators, label makers;
- Currency counters, check scanners, credit card readers;
- Sports equipment;
- Clothing, Footwear; and
- Refrigerators, microwaves, water coolers.

Stewardship of these minimum but sensitive items is the express responsibility of the station utilizing these properties; however, the MFD Fire Chief, or designee, shall have the right to request copies of the inventory and/or updated inventory of controllable items so as to periodically review the information, and adherence to MFD policy where applicable.

#### **E. RESPONSIBILITY FOR PROPERTY RECORD MAINTENANCE**

MFD Fire Chief, or designee, will ensure tracking of inventory is exercised by using a spreadsheet or database inventory process, and will conduct a physical inventory. Post initial inventory, individual Stations will be required to submit a yearly inventory by December 15<sup>th</sup>, of each year. MFD will further ensure that its inventory spreadsheet or database will be updated annually to reflect:

- Improvements;
- Additions;
- Retirements; and
- Transfer between Stations.

**The individual Stations utilizing physical property owned by MFD has the expressed responsibility to maintain day-to-day stewardship of the property.**

#### **IV. RETIREMENTS AND DISPOSAL OF INVENTORY (Sale, Disposal, Surplus, or Relocation)**

A capital asset or inventory item may be considered for retirement for any of the following reasons (the list is not all inclusive):

- Obsolete;
- Lost or Stolen;
- Public Safety Hazard;
- No longer usable for intended purpose; and/or
- Item is changing location – item will remain a district asset but location change must be recorded.

When an item becomes obsolete or no longer usable for its intended purpose, the Station will follow the **FIXED CAPITAL ASSET and INVENTORY ITEM RETIREMENT PROCEDURE** including completing the Fixed Capital Asset and Inventory Item Retirement Form, obtaining the necessary approval and/or documentation **before facilitating sale, disposal, or relocation** of any MFD asset or inventory item. The Fixed Capital Asset and Inventory Retirement Procedure incorporates Indiana Code 5-22-22 into MFD's retirement procedure (link above); however, please review the statute or contact MFD's legal counsel with questions. This section of code is summarized as follows:

*No item (Chair, Table, Vehicle, Desks, Bookcases, Tools, Appliances, Technical Equipment) may be disposed, destroyed or placed for surplus without the following:*

- A. *Determination of item(s) value.*
  1. *If 1 item = \$1,000 or more; **OR***
  2. *If more than one item total value = \$5,000 or more*
    - a. ***MUST be sold at a public sale or by sealed bids and advertised as per IC 5-3-1***
- B. *IF VALUE is LESS than \$1,000 or combined value less than \$5,000*
  1. *Resolution required attesting to the "less than" value is required and then:*
    - a. *May be sold at public or private sale or transfer of property without advertising.*
- C. *If items value is less than the sale and cost to transport, the item is deemed worthless and may be destroyed/disposed.*

Retirements apply to all capital assets and inventory items including but not limited to: land, buildings, machinery and equipment, vehicles, and general infrastructure.

- When an asset is retired, for any reason, it is to be removed from the property record and the appropriate reduction will be made to reflect the retirement.

It is in MFD's best interest that an employee not take ownership of, or personally profit from the disposal of an inventory or asset item. Therefore, no employee has singular authority to dispose of asset or inventory items without the proper approvals. It is also MFD's policy that employees are prohibited from purchasing MFD inventory or asset items that are disposed, unless public auction is held.

**\*Please see the Fixed Capital Asset and Inventory Item Retirement Procedure for further information on the retirement and surplus or sale of property process, and complete the accompanying form necessary for retirement of MFD assets or inventory items.**

## **LOST OR STOLEN CAPITAL ASSET OR INVENTORY ITEM**

Items must be reported to the MFD Fire Chief and the Board of Fire Trustees.

### **Actions will include:**

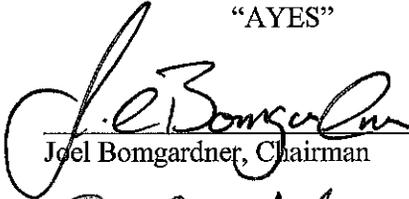
- Physical inventory of Station;
- Theft and Loss report;
- Removal of asset or inventory item from MFD's list; and,
- Possible report to law enforcement agency, determined by the Board of Fire Trustees and Legal Counsel.

Monroe Fire Protection District Risk Management Policy approved this 12<sup>th</sup> day of May, 2020, by the Board of Fire Trustees.

**Monroe County Board of Fire Trustees**

“AYES”

“NAYS”

  
\_\_\_\_\_  
Joel Bomgardner, Chairman

\_\_\_\_\_  
Joel Bomgardner, Chairman

  
\_\_\_\_\_  
C. Ed Brown, Fiscal Officer

\_\_\_\_\_  
C. Ed Brown, Fiscal Officer

  
\_\_\_\_\_  
Vicky Sorensen, Vice-Chairman

\_\_\_\_\_  
Vicky Sorensen, Vice-Chairman



# Monroe Fire Protection District



## 2024

### BOARD OF TRUSTEES

### REGULAR MEETING SCHEDULE:

<b>January 10<sup>th</sup></b>	<b>February 14<sup>th</sup></b>	<b>March 13<sup>th</sup></b>
<b>Station 21</b>	<b>Station 25</b>	<b>Station 21</b>
<b>9094 S. Strain Ridge Road</b>	<b>5081 N. Old State Road 37</b>	<b>9094 S Strain Ridge Road</b>
<b>April 10<sup>th</sup></b>	<b>May 8<sup>th</sup></b>	<b>June 12<sup>th</sup></b>
<b>Station 25</b>	<b>Station 21</b>	<b>Station 25</b>
<b>5081 N. Old State Road 37</b>	<b>9094 S Strain Ridge Road</b>	<b>5081 N. Old State Road 37</b>
<b>July 10<sup>th</sup></b>	<b>August 14<sup>th</sup></b>	<b>September 11<sup>th</sup></b>
<b>Station 21</b>	<b>Station 25</b>	<b>Station 21</b>
<b>9094 S. Strain Ridge Road</b>	<b>5081 N. Old State Road 37</b>	<b>9094 S. Strain Ridge Road</b>
<b>October 9<sup>th</sup></b>	<b>November 13<sup>th</sup></b>	<b>December 11<sup>th</sup></b>
<b>Station 25</b>	<b>Station 21</b>	<b>Station 25</b>
<b>5081 N. Old State Road 37</b>	<b>9094 S. Strain Ridge Road</b>	<b>5081 N. Old State Road 37</b>

Per IC 36-8-11

(a) The board shall fix the time for holding regular meetings, but it shall meet at least once in the months of January, April, July, and October. The county legislative body may order that regular meetings be held more frequently. (b) Special meetings of the board may be called by the chairman or by two (2) trustees, upon written request to the secretary. At least three (3) days before a special meeting, the secretary shall send to all trustees a written notice fixing the time and place of the meeting. Written notice of a special meeting is not required if: (1) the time of the special meeting has been fixed in a regular meeting; or (2) all trustees were present at a meeting at which a special meeting was called.

# Monroe Fire Protection District

3953 S. Kennedy Drive  
Bloomington, Indiana 47401 -9619

Business: (812) 331-1906

Fax: (812) 336-1166

January 1, 2024

## Ordinance 01-2023 Salary, Wages, Compensation and Allowances Ordinance

An ordinance stipulating the salary, wages compensation and allowances of persons who are compensated by the Monroe Fire Protection District, Bloomington, Indiana, for the calendar year 2024

Payments of amounts as indicated within this ordinance are subject to budget approval of such amounts by the Monroe County Council and the Department of Local Government Finance (DLGF), either of which have authority to adjust annual budget amounts. In the event an adjustment in this ordinance is required, it will be accomplished by Board action correcting this ordinance or enacting an amended or revised edition of this ordinance.

Be it ordained by the Board of Trustees of Monroe Fire Protection District, and subject to the aforementioned budget approvals that the following provisions pertaining to salary, wages, compensation and allowances be in effect for calendar year 2024.

### 1.) Full Time Employees' Salary:

<u>Title/Position</u>	<u>Salary per annum</u>
Chief (1)	\$ 88,267.00
Deputy Chief (4)	\$ 82,750.00
Assistant Chief (3)	\$ 77,233.00
IT Specialist (1)	\$ 80,340.00
Battalion Chief (6)	\$ 71,717.00
Fire Marshal (2)	\$ 71,717.00
1st Class Firefighter (79)	\$ 66,200.00
Administrative Assistant (2)	\$ 72,343.00

Part - Time Employees - \$15.00 - \$21.00 / hr.

### 2.) Substitute / Emergency / Overtime / Training:

Substitute employees will be paid in the amount of \$12.00 - \$21.00 per hour, based on qualifications.

Full-time employees will be paid at Individual Overtime Rates.

Full-time employee off-duty Training Pay is paid at Individual Overtime Rates.

**3.) Officer Pay:**

Officers of the department will be paid the following amounts per annum for their position. Officers' pay for persons who are full time employees may be pro-rated and paid two (2) times a month salary. Except as noted\*\* Not subject to Cost of Living Adjustment.

<u>Title</u>	<u>Per Annum **</u>
Fire Chief (1)	\$ 20,000.00
Deputy Chiefs (4)	\$ 15,000.00
Assistant Chiefs (3)	\$ 12,500.00
Battalion Chiefs (6)	\$ 10,000.00
Captains (8)	\$ 7,500.00
Company Officers (16)	\$ 3,500.00
Sergeants (15)	\$ 2,500.00
Chauffeurs (12)	\$ 1,500.00
Engineer	Per ride out pay schedule
Part time Chauffeurs (6)	\$ 750.00

**4.) Longevity:**

All full-time employees: The amount of One hundred and fifty dollars (\$150) per year will be paid to full time employees for each full year of service satisfactory to, or accepted by, and calculated by the district using their procedures, up to twenty (20) years or a maximum of three thousand (\$3,000.00) This amount will be included in regular salary and included in the regular two (2) times a month pay. Longevity will be calculated on number of years of creditable service completed with or accepted by this district as creditable after one year of service and as of the calendar year of the member's anniversary.

**5.) Allowance Payment in lieu of health insurance:**

All full-time employees. The amount of Three Thousand dollars (\$3,000.00) per annum may be paid to a full-time employee, who elects to provide his or her own **Medical** insurance in lieu of the department paid Group **Medical** insurance. **This allowance annual incentive payment will be paid in 24 equal amounts and included in the two (2) times a month pay.** This allowance payment will not be paid separately, e.g. by a separate check if no pay is due. (Approved March 1997 SBA auditor). This \$3,000 is in lieu of taking District health insurance and shall not be included in regular pay or calculated into hourly rates.

**6.) Incentives:**

**Full time Employees:** An amount up to Twelve hundred dollars (\$1,200) per annum may be paid to persons who attain/maintain Emergency Medical Technician (EMT) status and perform these duties satisfactorily. This amount will be paid from the incentive line in the annual budget and will be pro-rated for employees who start or terminate employment mid-year. Qualifying Full time employees may receive up to \$600.00 payable in June and up to \$600.00 in December.

**Part-time Employees:** An amount up to Six hundred dollars (\$600) per annum may be paid in December to persons who attain/maintain first responder (EMR) or Emergency Medical Technician (EMT) status and perform these duties satisfactorily. This amount will be paid from the incentive line in the annual budget and will be prorated for employees who start or terminate employment mid-year.

An amount up to Five hundred dollars (\$500) per annum may be paid to persons who attain/maintain HazMat Tech Certification. **Full time employees** will be paid this amount from the incentive line in the annual budget and it will be included in the two (2) times a month pay check. **Part time employees** who attain/maintain HazMat Tech Certification receive the \$500.00 in December. (Pro-rated for mid-year hires/terminations)

An amount up to Five hundred dollars (\$500) per annum may be paid to **full time employees** who hold or attain an Associate's degree. An amount up to One thousand dollars (\$1,000) per annum may be paid to **full time employees** who hold or attain a Bachelor's degree. This amount will be paid from the incentive line in the annual budget and will be included in the qualifier's two (2) times a month pay check.

**7.) Uniform Allowance:**

Full time employees will be paid the amount of One thousand five hundred dollars (\$1,500.00) per annum for procurement and maintenance of required uniforms. The \$1,500.00 will be distributed equally in two payments of Seven hundred fifty dollars (\$750.00) each, normally in June and December. Amount will be pro-rated for mid-year hires/terminations.

Part time employees will be paid the amount of Five hundred dollars (\$500.00) per annum, distributed equally in two payments of Two hundred fifty dollars (\$250.00) each, normally in June and December. Amount will be pro-rated for mid-year hires/terminations.

**8.) Length of Service Annuity:**

For Volunteers only, and in accordance with the District approved program (LOSAP). Persons, who are members of the Indiana Fireman and Policeman Retirement Fund, INPRS, are not eligible to participate in this program.

**9.) Trustee Compensation:**

Board of Fire District Trustees will be compensated an amount of \$3,707 per annum, as indicated below: Chair, Vice Chair, Fiscal Officer & Four (4) Board Members will each be paid a compensation distributed equally and quarterly, based upon a calendar year and normally paid on March 1, June 1, September 1 and December 1.

**10.) Contract with the Monroe Fire Protection District Volunteers, Inc.:**

Per negotiated contract.

**11.) Certified Salary:**

The certified salary for a Full-time 1977 Fund first class firefighter for calendar year 2024, will be **sixty-six thousand, two-hundred dollars (\$66,200)** plus longevity up to 20 years, which is a maximum of three thousand dollars (\$3,000) for a total of **sixty-nine thousand, two-hundred dollars (\$69,200)**. **1977 Fund contribution increase takes effect with the first payroll in January each year.**

**12.) Overtime:**

Overtime rate is set at time and a half with the District Board's approval of this Salary Ordinance.

**13.) Withholding for Group Health Insurance:**

Full time employees: Each participant will have five to fifteen percent (5% - 15%) of the gross premium withheld from their pay in the two (2) times a month pay check, 24 pay periods per annum, for Group Medical, Dental and Vision insurance.

Employees must notify the Human Resources Administrative Assistant (HRAA) in writing within thirty (30) days of beginning employment if they wish to enroll in the District's insurance plans. Employees must also notify the HRAA by August 1 of the preceding year if they plan to add any eligible dependents to the District's insurance plans the following calendar year. Failure to notify HRAA in writing may require additional contributions be made by the employee. Eligible dependents may be added to the District's health insurance plans effective January 1. Life events such as Marriage, Divorce, Death of a Spouse or Dependent & Birth or Adoption of a Child must be communicated to the HRAA in writing within 30 days of the event.

Employees choosing the High Deductible Health Plan may elect to open a Health Savings Account (HSA). The District will make contributions to each employee's HSA totaling Two thousand dollars (\$2,000) per annum. The contribution will be distributed equally and quarterly, based upon a calendar year and normally paid on March 1, June 1, September 1 and December 1. (Amount will be prorated for mid quarter hires/terminations)

**14.) Vacation:**

Per district approved leave policy.

**15.) Holidays:**

Full and part-time personnel. Holidays, except those listed in the next paragraph, will be worked as regular shifts.

**16.) Holiday Pay:**

Persons who work a full 24-hour shift on any of the following listed ten (10) holidays will be paid an additional amount of One hundred dollars (\$100.00) per shift. Holiday shift commences at 0700 hours local time on the day of the holiday. Personnel must work their full shift to receive full additional pay or 12 hours to receive half (\$50.00)

- 1. New Year's Day
- 2. Good Friday
- 3. Memorial Day
- 4. Independence Day
- 5. Labor Day
- 6. Veterans Day
- 7. Thanksgiving Day
- 8. Christmas Eve
- 9. Christmas Day
- 10. New Year's Eve

Administrative personnel shall receive holidays off with pay following the schedule of holidays approved by the Monroe County Board of Commissioners.

**17.) Mileage Reimbursement:**

Mileage reimbursement is considered for employees using their personal vehicle while performing District business. The rate will be determined by the IRS standard mileage rate for business travel.

**18.) Early Retirement**

Full time employees enrolled in INPRS PERF (not including the PERF '77 fund) may be eligible for a one-time payment, limited to \$25,000, to supplement the employee's INPRS benefits until the employee is eligible for Medicare. Refer to the MFPD Employee Handbook for further details.

**19.) Ride Out Pay Schedule**

**This section applies to merited chauffeurs and engineers as detailed below:**

<b>Chauffeurs to Officer</b>	<b>12hr rate</b>	<b>\$15.00</b>	<b>24hr rate</b>	<b>\$30.00</b>
<b>Engineer to Officer</b>	<b>12hr rate</b>	<b>\$20.00</b>	<b>24hr rate</b>	<b>\$35.00</b>

**Ordinance 01-2023**  
**Salary, Wages, Compensation and Allowances Ordinance**

**PASSED BY THE BOARD OF TRUSTEES OF THE MONROE FIRE PROTECTION DISTRICT  
BLOOMINGTON, MONROE COUNTY, INDIANA, ON THIS 13TH DAY OF DECEMBER 2023.**

"AYES"

"NAYS"

\_\_\_\_\_  
Vicky Sorensen, Chair

\_\_\_\_\_  
Vicky Sorensen, Chair

\_\_\_\_\_  
Michael Baker,  
Fiscal Officer

\_\_\_\_\_  
Michael Baker,  
Fiscal Officer

\_\_\_\_\_  
Mark Kruzan, Vice Chair

\_\_\_\_\_  
Mark Kruzan, Vice Chair

\_\_\_\_\_  
Daniel Vest, Board Trustee

\_\_\_\_\_  
Daniel Vest, Board Trustee

\_\_\_\_\_  
Christina Courtright, Board Trustee

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Christina Courtright, Board Trustee

\_\_\_\_\_  
Board Trustee

\_\_\_\_\_  
Board Trustee

\_\_\_\_\_  
Kevin R. Robling, Board Trustee

\_\_\_\_\_  
Kevin R. Robling, Board Trustee

ATTEST: \_\_\_\_\_  
Michael Baker, Fiscal Officer



# MONROE FIRE PROTECTION DISTRICT

PERSONNEL HANDBOOK

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**MONROE FIRE PROTECTION DISTRICT BOARD of TRUSTEES APPROVAL ...Error!**

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# THE DISTRICT

# MONROE FIRE PROTECTION DISTRICT

## MISSION STATEMENT

The Monroe Fire Protection District is dedicated to protecting the lives, property, and environment of our communities from the adverse effects of fire, environmental, and sudden medical emergencies.

## VISION STATEMENT

It is the vision of the Monroe Fire Protection District (MFPD) to be recognized as a top public service organization by ensuring our firefighters are highly trained, motivated, physically fit, compassionate, and diversified in order to safely exceed our citizens' expectations and be responsible stewards for, and members of, our community.

## CORE VALUES

### COMMUNITY

*Proactive in education and enforcement*

### COMMITMENT TO EXCELLENCE

*Professionalism, pride, and a positive attitude*

### RESPECT

*Individual, the organization, and the community*

### TEAMWORK

*Work together as one, no one stands alone*

### HONESTY

*Ethical, straightforward, and truthful*

### LOYALTY

*To citizens, our duty, and to one another*

### INTEGRITY

*Do the right thing*

# MONROE FIRE PROTECTION DISTRICT

## ORGANIZATIONAL STATEMENT

The Perry Township Volunteer fire department began service in 1970 to better serve residents outside the city limits. Clear Creek township immediately to the south contracted with Perry Township for service. In 1987, through concerted efforts of citizens, the two townships became one fire protection district known as the Perry Clear Creek Fire Protection District.

The district remained unchanged until 2016 when Indian Creek Township approached the District Board with a request to join the district. After an extensive process, the Monroe County Commissioners voted to allow the Township to become a part of the District. On January 1, 2019, the union was complete. The new union was renamed the Monroe Fire Protection District.

Townships across the State of Indiana face the realities of levy limitations, and potential loss of revenue due to annexation. A change of state law in 2019 meant that an eligible township could choose to join the district and ensure that tax levies were secured into the future, thus protecting the high levels of service in which township residents had already invested. A result of this change was that both Van Buren and Bloomington Townships followed the path laid by Indian Creek Township only a few years earlier. Then, in 2022 Benton and Washington Townships joined the District. The Monroe Fire Protection District would now become a larger consolidated district effective January 1, 2022.

As of January 1, 2022, the Monroe Fire Protection District is responsible for emergency services in nine of eleven Monroe County Townships. All totaled, including contracted areas, the district protects nearly 330 square miles of Monroe County outside the City of Bloomington.

## FOREWORD

This firefighter handbook outlines the policies, procedures, rules, and regulations, which have been assembled by the administration and ratified by the Monroe Fire Protection District (MFPD) Board of Trustees.

The goal of these policies, procedures, rules, and regulations (The Handbook), is to provide a ready reference for personnel in partnership with the MFPD Standard Operating Guidelines, in order to ensure the safe, orderly, respectful, and lawful execution of fire district operations on a daily basis.

## PURPOSE AND AUTHORITY

These policies apply to all MFPD members. This handbook is not a contract of employment. It is provided for the general information of all members but does not limit the discretion of the MFPD Chief or MFPD Board of Trustees in carrying out their personnel responsibilities. The MFPD Board of Trustees has authority of all parts of this policy, and conditions of employment for the MFPD.

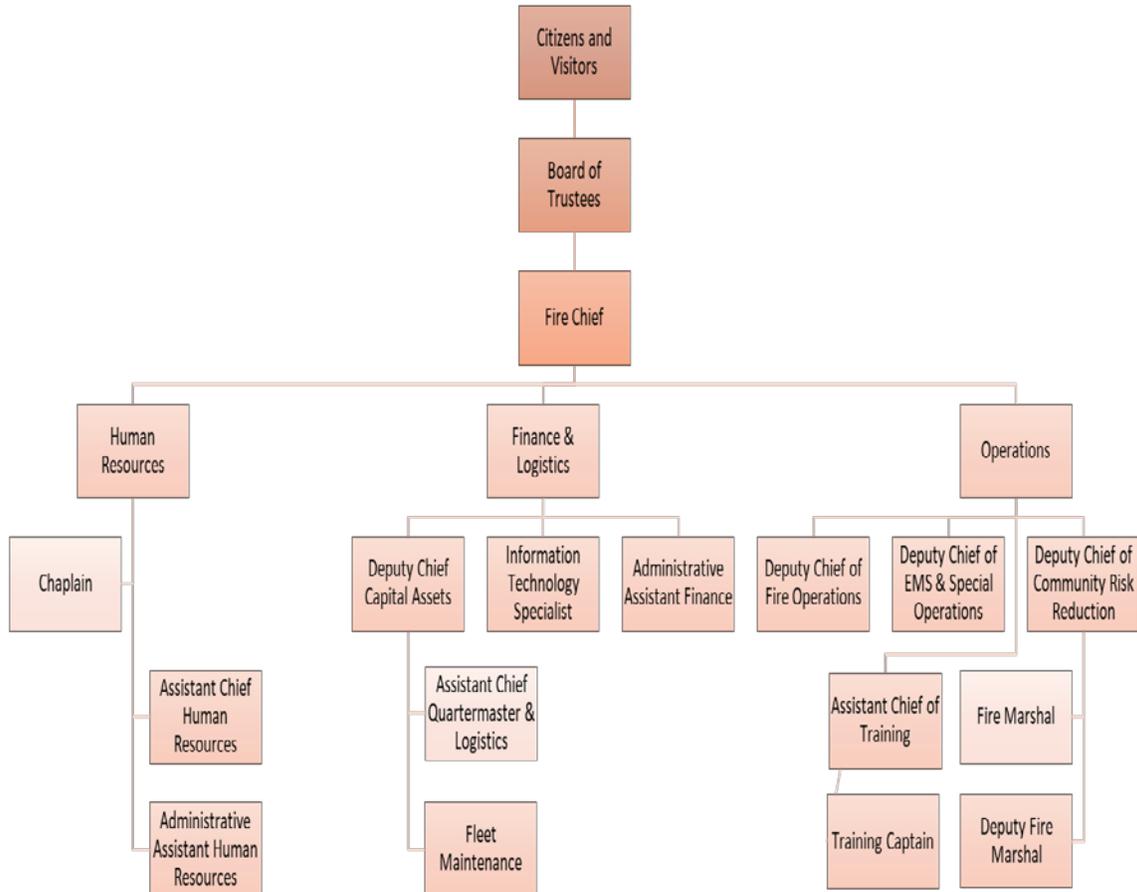
## REVISIONS

Except in the event of an emergency or a gross error, this handbook shall be reviewed annually during the month of January to assure that the information provided is up to date, accurate, and is still in compliance with all applicable laws, regulations, rules, and current best practice. In the event of revisions, this information will be relayed to all concerned parties in writing, as well as

# MONROE FIRE PROTECTION DISTRICT

verbally, to affect any known changes. Personnel signatures will be required indicating receipt of both the handbook and any revisions.

## ORGANIZATIONAL CHART



MONROE FIRE PROTECTION DISTRICT

DISTRICT STATIONS



ADMINISTRATION ANNEX  
285 E. Rhorer Road  
Bloomington, IN 47401



MFPD STATION 23  
8019 S. Rockport Road  
Bloomington, IN 47403



MFPD STATION 21  
9094 S. Strain Ridge Road  
Bloomington, IN 47401



MFPD STATION 24  
7606 E. State Road 45  
Unionville, IN 47468



MFPD STATION 22  
3953 S. Kennedy Drive  
Bloomington, IN 47401



MFPD STATION 25  
5081 N. Old State Road 37  
Bloomington, IN 47408

MONROE FIRE PROTECTION DISTRICT

COMING SOON

**STATION 26**  
**Crossover Road**  
**Bloomington, IN 47408**



**STATION 29**  
**2130 South Kirby Road**  
**Bloomington, IN 47403**



**STATION 39**  
**9039 S. Hinds Road**  
**Bloomington, IN 47403**

# MONROE FIRE PROTECTION DISTRICT

## DEFINITIONS

Below are definitions of terms as utilized within the MFPD Firefighter Handbook:

- Chief Officer: May be any of the following; Chief, Deputy Chief, Assistant Chief, Battalion Chief.
- Officer in Charge (OIC): The MFPD officer who is in charge of an event, station, crew, etc.
- Commanding Officer: The MFPD officer who is in charge of an incident scene, also frequently referred to as the Incident Commander.
- Company Officer: The MFPD officer who is in charge of an individual station. This is typically a Lieutenant or Captain.
- Public Information Officer (PIO): Designated representative with the authority to post, publish, or speak to media on behalf of MFPD

# EMPLOYMENT/ VOLUNTEER MEMBERSHIP

# MONROE FIRE PROTECTION DISTRICT

## **EQUAL EMPLOYMENT OPPORTUNITY**

To provide equal employment and volunteer opportunities to all, employment decisions at MFPD will be based on merit, qualifications and abilities. MFPD does not and will not discriminate in hiring or employment on the basis of race, color, religion, sex, national origin, ancestry, pregnancy, age, sexual orientation, gender identity, housing status, disability status, veteran status or any other legally protected classification.

This equal opportunity policy governs all aspects of employment and volunteerism at MFPD including hiring, job assignment, training, compensation, discipline, benefits, and termination.

Any applicant or member with questions or concerns about discrimination in the workplace is strongly urged to bring these issues to the attention of their immediate supervisor (or in the case of an applicant, to the person conducting interviews) as soon as possible. If raising these concerns with the immediate supervisor or the person conducting the interviews is not appropriate, the concerns should be brought to the attention of the MFPD Chief as soon as possible. MFPD will not retaliate against any applicant or member who raises concerns about discrimination.

Applicants or members also have the right to file complaints with governmental agencies that investigate discrimination complaints. The Indiana Civil Rights Commission may be reached by calling 1-800-628-2909 and the Equal Employment Opportunity Commission may be reached by calling 1-800-669-4000.

## **IMMIGRATION LAW COMPLIANCE**

The MFPD is committed to employing only those individuals who are legally authorized to work in the United States. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, is required to complete the I-9 form (the Employment Eligibility Verification Form). Each new employee is also required to present documents that establish identity and employment eligibility, as explained on the form. Former employees who are rehired also must complete this form and present documents if they have not completed an I-9 form with the MFPD within the past three years, or if their previous I-9 form is no longer available or valid. MFPD will not retaliate against anyone for raising questions about immigration law compliance. The MFPD reports each new hire to the Department of Homeland Security via E-Verify, as required by law.

## **EMPLOYMENT / VOLUNTEER APPLICATION**

The MFPD relies upon the accuracy of information contained in both employment and volunteer applications, as well as the accuracy of other data presented throughout the hiring or onboarding process. Any misrepresentations, falsifications, or omissions in any information or data may result in the exclusion of the individual from further consideration for MFPD membership, or, if the person has been hired, termination of employment. A criminal history investigation of all applicants is required. MFPD membership is contingent on the results of the criminal background check, and/or a drug and alcohol test. Such testing will be conducted at the expense of the MFPD.

# MONROE FIRE PROTECTION DISTRICT

## **EMPLOYMENT OF FAMILY MEMBERS / NEPOTISM**

It is the policy of the MFPD that members of an employee's family (including but not limited to a spouse, parent or stepparent; child or stepchild including an adopted child or stepchild; a brother, sister, stepbrother or stepsister, including a half-brother or half-sister; a niece or nephew; an aunt or uncle; or a son in-law or daughter in-law) cannot be employed in situations where one member is in a direct line of supervision of the other. In the event two members are relatives (IC 36-1-20.2-8), the superior relative is removed from the relative's chain of command and is not included in any activity over the relative.

## **EMPLOYMENT / MEMBERSHIP CATEGORIES**

Employees belong to one of the following status categories, depending upon their work schedule and job duties:

### *Regular Full-time*

- Eight (8) or Ten (10) hour personnel are those who work 40 hours or more per week, normally Monday through Friday in an 8 or 10-hour shift. These personnel may either be exempt from overtime requirements or non-exempt.
- Twenty-four (24) hour firefighters are those who work 24-hour shifts, working one day and then are off for two days.

Both are considered full-time and are eligible for the MFPD's full benefits package, subject to the terms, conditions, and limitations of each program.

### *Part-time*

Employees who are scheduled to work on a less than full time basis. These personnel may either be scheduled on a permanent shift, or on a temporary basis to fill a shift, partial shift or fire watch. Part-time personnel are eligible for partial benefits in accordance with the current MFPD salary ordinance.

### *Substitute*

Employees who are scheduled to work with a temporary employment agreement as needed. These personnel are employed on a temporary basis to fill a shift or a partial shift. Substitute employees are entitled to the same benefits as volunteer personnel where eligible.

### *Volunteer*

Any member of the volunteer association engaged in training and response as an emergency responder on behalf of the MFPD. Volunteer members do not receive any employment benefits from the MFPD. Volunteer personnel are eligible for Length of Service Awards Program (LOSAP) benefits as well as an annual car and uniform allowance.

## MONROE FIRE PROTECTION DISTRICT

### *Auxiliary*

An auxiliary member of the volunteer association is defined as a member who is **not** engaged in training and response as a firefighter on behalf of the MFPD. Auxiliary members may participate in supporting roles for any MFPD activities including responding to emergency scenes. Auxiliary members do not receive any employment benefits from the MFPD.

### **POSTING OF MFPD EMPLOYMENT OPPORTUNITIES**

MFPD employment opportunities will be posted for a minimum of fourteen (14) days. The posting will include the position, qualifications, application details, and deadline.

### **SEPARATION FROM THE MFPD**

It is the responsibility of each member to maintain the security of all articles issued by the MFPD. Upon a member's termination or resignation from the MFPD, the member must surrender all issued items back to the MFPD.

# WORKING CONDITIONS

# MONROE FIRE PROTECTION DISTRICT

## ATTENDANCE AND PUNCTUALITY

To maintain a safe and productive work environment, the MFPD expects all employees, as well as volunteers to be reliable and punctual in reporting for scheduled work or other scheduled details and trainings. When employees or volunteer personnel cannot avoid being late for a work shift or detail, or are unable to work as scheduled, they must immediately call the **ON-DUTY BATTALION 22 CHIEF at (812) 837-2471**. Notice shall be as far in advance as possible, and a minimum of one (1) hour prior to the start of the scheduled shift. Habitual abuse of this rule may result in the members referral to the MFPD medical provider for evaluation, and/or disciplinary action.

Poor attendance, excessive tardiness, and absence which places an undue burden on the MFPD are disruptive to both the organization and coworkers, and may lead to disciplinary action pursuant to the Progressive Discipline policy outlined herein. At the direction of the Chief or designee, members calling in sick may be required to produce a note from their healthcare provider. Members missing three (3) consecutive shifts due to illness shall provide a doctor's note from their healthcare provider to the Administration.

## DRESS CODE / PERSONAL APPEARANCE

The purpose of this policy is to establish a uniform clothing and station wear policy throughout the MFPD. It is the responsibility of each employee of the MFPD to be accountable for the security of personal clothing and any equipment issued by the MFPD. In addition to provided items, members are given a uniform allowance for all other duty attire. Wearing of open toed shoes, sandals, or flip-flops is prohibited except for shower/decontamination activities. For specific duty uniform guidance see the Uniform Protocol in the MFPD Procedures.

In addition to duty uniforms, the MFPD shall be responsible for repair or replacement of any issued Personal Protective Equipment (PPE) due to damage. Employees and volunteers must provide security and maintain all items issued by the MFPD. All PPE in use within the district shall meet applicable standards and regulations as well as MFPD procedures.

### *Uniform Definitions*

1. PPE: Boots, turnout pants, suspenders, turnout coat, hood, gloves, helmet with shroud, safety glasses, SCBA Mask & Bag
2. Class "E" (Workout) Uniform: MFPD approved shorts, sweatpants, t-shirt.
3. Class "D" (Duty) Uniform: MFPD approved uniform clothing, i.e.: black pants (khaki-battalion only), t-shirts (polo-battalion only), all-black shoes / boots, black belt, socks, hats, or jackets.
4. Class "C" (Admin / Classroom Training) Uniform: Polo / collared shirt, khaki dress style pant.
5. Class "B" Uniform: Blue or white dress shirt (long or short sleeve), matching blue or white plain undershirt, LAPD navy blue straight-leg pants, black polished shoes, black belt, black socks, with rank appropriate badge, brass, and insignia
6. Class "A" Uniform: LAPD navy blue dress coat, long sleeve dress shirt, undershirt, LAPD navy blue dress pants, black high gloss dress shoes, LAPD navy blue or white dress hat, white gloves, LAPD navy blue tie, black dress belt, black socks, with rank appropriate badge, brass, and insignia.

# MONROE FIRE PROTECTION DISTRICT

## *Appearance*

Facial hair may not be worn that comes in contact between the face and an SCBA or APR face piece, as per #29 CFR1910.134. Facial hair other than a moustache is not allowed. A moustache is defined as a strip of hair left to grow above the upper lip. A moustache shall not extend onto the cheek so as to interfere with the nose cone of the SCBA or APR face piece. Members of the MFPD shall not report for duty needing a haircut or shave.

Personnel shall maintain a hairstyle that is neat, clean, trimmed, and presents a groomed appearance. If members choose to dye hair, they must choose a natural hair color. Hairstyles that prevent the proper and snug wearing of authorized head gear or that pose a health or safety hazard are prohibited. While in a duty uniform, long hair shall be pulled back. When personnel are wearing a Class A or B uniform, hair shall be pulled back or pinned up so that it does not extend below the uniform shirt collar. The Chief or designee, shall have the authority to determine whether or not a member's haircut or shave violates this regulation.

Piercings and jewelry present an unusual safety problem because of heat transfer to the skin and entanglement hazards. Ear, tongue, lip, eyebrow, nose, or other facial ornamentation shall not be worn while on-duty or in uniform. Necklaces and chains worn around the neck are strongly discouraged. If worn, must be inside the t-shirt at all times, and not visible while in uniform. Only one necklace or chain may be worn at a time. Bracelets are not allowed with the exception of Medical Identification Bracelets. Rings are limited to one modest sized ring per hand.

## *Personal Hygiene*

Regular bathing is expected in order to eliminate dirt and debris from normal operational activities and to control normal body odors.

***“On Duty” refers to any time a member represents the MFPD in any official capacity.***

## **SAFETY**

To assist in providing a safe and healthy environment for all members and visitors, MFPD has established a workplace safety program. Its success depends on the alertness and personal commitment of all. For specific safety precautions and procedures, firefighters should refer to the Programs section of the Standard Operating Guidelines.

All members are expected to obey safety rules and to exercise caution in all work activities. Members must immediately report any unsafe condition to the appropriate supervisor. Any member who violates safety standards, causes hazardous or dangerous situations, or, fails to report, or remedy such situations, will be subject to disciplinary action pursuant to the Progressive Discipline policy outlined herein.

Safety Data Sheets (SDS) will be kept on file for common household cleaners, insecticides, and lawn care chemicals that are typically used by MFPD.

## MONROE FIRE PROTECTION DISTRICT

Emergency exit routes are posted at all external doors. Posted building schematic will include the location of designated emergency shelters. New members will be familiarized with the location of emergency exits.

In the case of accidents resulting in injury, regardless of how insignificant the injury may appear, members must immediately notify their supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

### **INFECTION CONTROL**

MFPD recognizes the potential exposure of its members to communicable diseases in the performance of their duties and in the normal work environment. MFPD is committed to a program that will reduce this exposure to a minimum and will take whatever measures feasible to protect the health of its members. As with injuries any exposure must be reported upon identification of the exposure to a supervisor and to the Chief Medical Officer. For a detailed description of these procedures, refer to Injury / Exposure Reporting in the MFPD procedures.

### **SEXUAL / UNLAWFUL HARASSMENT & PORNOGRAPHIC MATERIALS**

The Monroe Fire Protection District is committed to providing a work environment free from all forms of discrimination and conduct that could be considered harassing, including sexual harassment. Actions, words, jokes or comments based on an individual's race, color, religion, sex, national origin, ancestry, pregnancy, age, sexual orientation, gender identity, housing status, disability status, veteran status or any other legally protected classification or any personal characteristic will not be tolerated. Anyone engaging in harassment will be subject to appropriate disciplinary action.

One type of harassment, although certainly not the only type, is sexual harassment. Examples of sexual harassment include the following:

- unwanted sexual advances.
- offers of employment benefits in exchange for sexual favors.
- threatening reprisals after a sexual advance is rejected.
- leers, sexual gestures, or displaying sexually suggestive objects, pictures, cartoons, posters or web sites or other materials.
- derogatory and sexually offensive comments, slurs, or jokes.
- graphic verbal comments about a person's body; and
- inappropriate touching, assaulting, or impeding someone's movements.

Illegal harassment occurs when submission to harassing conduct is a term or condition of employment, when submitting to or rejecting such conduct is used as a basis for making employment decisions or when the conduct has the purpose or effect of interfering with work performance or creates an intimidating, hostile or offensive work environment.

## MONROE FIRE PROTECTION DISTRICT

Any supervisor who becomes aware of harassment must immediately advise a Chief Officer, so that the situation may be investigated in a timely and confidential manner, to the extent that confidentiality can be maintained. Any supervisor who becomes aware of harassment and does not report it to the proper person is subject to appropriate disciplinary action, pursuant to the Progressive Discipline policy outlined herein.

If you experience harassment while working for the MFPD, report it immediately to your supervisor. If your supervisor is not available, or if you believe it would be inappropriate to report the situation to your supervisor, report the situation instead to the Battalion Chief, or to any other member of the Administration as promptly as possible. The MFPD will not tolerate retaliation against anyone who has reported an incident or provided information regarding possible unlawful harassment.

All harassment complaints will be investigated as quickly and confidentially as is possible. When the investigation is completed, the involved parties will be informed of its outcome.

The MFPD feels that individual rights are violated when they are involuntarily exposed to pornographic materials. MFPD buildings are public facilities and must always present an appropriate and professional environment. Pornographic materials, magazines, films, digital media, or video tapes are not allowed in MFPD buildings or vehicles.

### **WORKPLACE VIOLENCE**

The Monroe Fire Protection District is committed to preventing workplace violence and maintaining a safe work environment. The MFPD has adopted the following guidelines to deal with intimidation, harassment, or other threats of or acts of violence that may occur on its premises.

All members shall always be treated with courtesy and respect. Members are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others.

Conduct that threatens, intimidates, or coerces another MFPD member, or a member of the public at any time will not be tolerated.

All threats of, or acts of violence, both direct and indirect, shall be reported as soon as possible to your immediate supervisor or any Chief Officer. This includes threats by members, as well as vendors, solicitors, or other members of the public. When reporting a threat of violence, be as specific and detailed as possible.

All suspicious individuals or activities must also be reported as soon as possible to a supervisor. When necessary, call 911 and request law enforcement be dispatched.

All reports of threats or acts of violence, and of suspicious individuals or activities will be quickly and thoroughly investigated by the MFPD. The identity of the individual making a report will be protected as much as is practical. To maintain workplace safety and the integrity of such an investigation, the MFPD may suspend employees/volunteers, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of or acts of violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action pursuant to the Progressive Discipline policy outlined herein.

## MONROE FIRE PROTECTION DISTRICT

The MFPD encourages members to bring significant disputes or differences to the attention of their supervisors or to a Chief Officer before the situation escalates. Supervisors and Chiefs will assist in the resolution of all disputes. Retaliation against anyone who has reported an incident of workplace violence will not be tolerated.

Workplace violence is a serious issue; therefore, false allegations of workplace violence will also be taken seriously by the MFPD. Members who have knowingly made false allegations or claims of workplace violence will likewise be subject to prompt disciplinary action pursuant to the Progressive Discipline policy outlined herein.

### **ANTI-BULLYING POLICY**

The Monroe Fire Protection District defines bullying as repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of membership.

Bullying may be intentional or unintentional. However, it must be noted that when an allegation of bullying is made, the intention of the alleged bully is irrelevant, and will not be given consideration when meting out discipline. As in sexual harassment, it is the effect of the behavior on the individual that is important. The MFPD considers the following types of behavior examples of bullying:

- Verbal: Slandering, ridiculing, or maligning a person or his or her family; persistent name calling that is hurtful, insulting or humiliating; using a person as butt of jokes; abusive and offensive remarks.
- Physical: Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to a person's work area or property.
- Exclusion: Socially or physically excluding or disregarding a person in work-related activities.
- Online: The use of cell phones, instant messaging, e-mail, chat rooms or social networking sites to harass, threaten or intimidate someone.

### **WEAPONS SAFETY POLICY**

Members shall not carry or display firearms or other personal weapons in MFPD buildings or vehicles, while on duty, or while conducting MFPD business without the prior written approval of the Fire Chief. Members may keep firearms and other personal weapons stowed in their locked, private vehicles while parked on MFPD property so long as such firearms or weapons are legal to possess.

Some members may be authorized by the Fire Chief to carry a firearm or personal weapon during the course of an investigation or extenuating circumstance. Basic firearms training will be required for any members seeking authorization to carry a firearm under limited circumstances. Any approved weapons on MFPD property shall be secured with a lock and firearms shall be unloaded.

## MONROE FIRE PROTECTION DISTRICT

Members shall not discharge any firearm while on MFPD property. Any member authorized to carry a firearm is subject to full investigation by the MFPD and the Monroe County Sheriff's Office if a firearm is mishandled or discharged for any reason.

### **FRATERNIZATION POLICY**

Members may develop friendships and relationships both inside and outside of the workplace if those relationships do not negatively impact work. No member shall engage in any sexual activity while on duty. Any relationship that interferes with MFPD operations, adversely affects the work environment, or affects the productivity of employees will be addressed by applying the Progressive Discipline policy outlined herein.

### **PHONE/CELLULAR, MAIL, EMAIL, AND COMPUTING SYSTEMS**

Personal use of MFPD telephones for toll calls is not permitted. Members should practice discretion when making local personal calls. Personal calls should be brief. Phones should be answered promptly and professionally using the following script: *Monroe Fire District, Station #, title, last name. For example: Monroe Fire District, Station 22, Firefighter Smith.*

Cellular phones shall not be used while driving MFPD apparatus. This includes talking, text messaging, sending/viewing photos, and videos, etc.

The use of MFPD paid postage for personal correspondence is not permitted.

Members who use MFPD owned computer equipment must abide by the following rules:

- All computer users will be assigned a network logon. It is the members responsibility to keep passwords and accounts private. No sharing of accounts is allowed. All accounts including issued e-mail accounts are property of the MFPD.
- MFPD business is the main purpose of the computers.
- No software may be loaded onto any computer or the network without permission from a chief or network administrator.
- Any tampering with or attempts to subvert security measures on the network(s) are prohibited.
- The MFPD reserves the right to monitor web and network activity to ensure that guidelines are being followed.

Disregarding these rules may result in disciplinary action pursuant to the Progressive Discipline policy outlined herein.

# MONROE FIRE PROTECTION DISTRICT

## **PHOTOS AND SOCIAL MEDIA**

It is the policy of the MFPD that photos or video images taken while on duty or while representing the MFPD shall be the property of the MFPD. Any such photographic and/or video images may not be released outside of the organization without the express permission of the MFPD PIO, or a Chief Officer. Images containing personally identifiable and/or legally protected content shall not be released under any circumstance. Typically, personal cameras and cellular phones should not be used to take photos at emergency scenes. In the event that personal cameras or cellular phones are used, photographs or video images taken by MFPD personnel while on duty shall be the property of the MFPD. Images or videos shall be immediately surrendered to the Chief, Chief's designee or the MFPD PIO.

Refrain from using social media while on equipment provided by the MFPD, unless work-related and authorized by your supervisor. Do not use MFPD registered e-mail addresses to register on social networks, blogs, or other online tools for personal use.

When using social media, use caution and discretion when expressing your personal opinions. Social media posts reflecting poorly upon the MFPD or its members are not allowed. Members shall not represent themselves as a spokesperson for the MFPD. If MFPD is a subject of the content you are creating, be clear and open about the fact that you are a member of the MFPD, and make it clear that your views do not represent those of the MFPD, co-workers, members, suppliers or others working on behalf of the MFPD. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of The Monroe Fire Protection District or any of its members." Violation of this policy may result in disciplinary action pursuant to the Progressive Discipline policy outlined herein.

## **USE OF MFPD OWNED VEHICLES**

MFPD owned vehicles may be used only for MFPD business. Personal use of MFPD owned vehicles is prohibited. Drivers and passengers in any MFPD apparatus shall use seat belts and shoulder harnesses while the vehicle is in motion, and obey all applicable motor vehicle laws and safety guidelines. Manufacturer installed safety features shall not be bypassed or disabled.

## **MOTOR VEHICLE RECORDS**

The MFPD requires that all persons driving a motor vehicle on behalf of the District must abide by the following policies:

- Members driving a motor vehicle on behalf of the MFPD must have a valid Indiana motor vehicle operator's license and must provide a current copy to the administration.
- Members of the MFPD must have an active auto insurance policy. Proof of insurance may be required by the MFPD biannually.
- Members driving a motor vehicle on behalf of the MFPD must notify the administration within 24 hours of the revocation or suspension of that person's motor vehicle operator's license. The member shall not drive after the revocation or suspension becomes effective.
- No member driving a motor vehicle on behalf of the MFPD may have an unsatisfactory motor vehicle driving record. A record is unsatisfactory if it has:

## MONROE FIRE PROTECTION DISTRICT

1. Any major violation that occurred in the most recent three-year period. Major violations include but are not limited to:
    - Operating while intoxicated or under the influence of drugs/alcohol.
    - Reckless driving or Work zone violations.
    - Speed contest.
    - Involuntary manslaughter arising out of the use of a vehicle.
    - Intentional injury arising out of the use of a vehicle.
    - Making a false accident report.
    - Driving with a suspended or revoked license, or with no license issued.
    - Fleeing a law enforcement officer in a motor vehicle.
    - Leaving the scene of an accident.
    - Failure to maintain current insurance.
  2. Two non-major moving motor vehicle violations and one at-fault accident while driving on MFPD business that occurred in the most recent three-year period.
  3. Two at-fault accidents while driving on MFPD business that occurred in the most recent three-year period.
- If a person is charged with a moving violation, and if conviction of that violation would cause the person's motor vehicle driving record to be unsatisfactory, the Chief may bar the person from driving on behalf of the MFPD, pending resolution of the charge.

### **VEHICLE ACCIDENTS / INCIDENTS AND REVIEW**

All accidents involving and damage occurring to MFPD apparatus must be immediately reported to the on-duty Battalion chief or immediate supervisor. A motor vehicle crash is any incident occurring on a public street or private property open to the public involving a vehicle and another object or person where either the vehicle or other object or person sustains unintentional damage or injury. A chief officer will transport the involved driver/operator for a drug screen, and an incident report shall be completed. A police report shall be required for any accident involving a MFPD apparatus and any non-MFPD owned property or vehicle where property damage has occurred. This does not include damage as a result of emergency operations such as cutting padlocks / gates, or ruts.

All incidents resulting in damage to MFPD apparatus will require a MFPD incident report to be filled out by the Officer in Charge. That incident report shall be reviewed and signed off by the on-duty Battalion Chief and shall then be forwarded to the Fire Chief within 24 hours of the occurrence. Damage to MFPD apparatus includes any internal and external equipment such as emergency lighting, siren, radios, computers, etc.

At the direction of the Chief, the MFPD Accident Review Committee will convene to review any accident or incident, and provide a report of findings.

# MONROE FIRE PROTECTION DISTRICT

## DAMAGE TO OR LOSS OF PROPERTY

Any damage occurring to MFPD owned or issued equipment, or any loss of similar equipment must be immediately reported to the Officer in Charge, and an Incident Report filled out and forwarded to **BOTH** on-duty Battalion Chiefs.

Issued equipment includes property that has been issued to individuals of the MFPD that belongs to the MFPD. This equipment must remain in the control and custody of the member that it was assigned to. Issued equipment that is damaged, lost, or stolen must be reported within twenty-four (24) hours of the incident.

Equipment on apparatus or on station that is damaged, lost, or stolen must be immediately reported to the Officer in Charge. Incident reports must be made within twenty-four (24) hours and should also include resolution if missing/damaged items have been repaired or replaced. In addition to an incident report, missing/damaged equipment on apparatus shall be noted in the station logbook for pass on to the following shift.

Deliberate or willful misuse, theft, loss, damage, or destruction of any tool, equipment, or unauthorized disposal of other property owned by the MFPD, other agency, other member, or private individual will result in appropriate disciplinary action pursuant to the Progressive Discipline policy outlined herein. As a part of the disciplinary process, an individual responsible for deliberate acts may be required to reimburse the MFPD for replacement and/or repair costs.

## TOBACCO AND VAPING FREE WORKPLACE

In order to provide a healthier environment for all members, no employee, volunteer, or visitor may use tobacco in any form (including, but not limited to, cigarettes, pipes, cigars, snuff, chewing tobacco, or vapor products) while on MFPD property, or in a vehicle owned and/or operated by the MFPD. This policy extends to all members while in uniform, as well as any MFPD detail, training, or emergency scene.

## DRUG AND ALCOHOL USE

While conducting MFPD business, whether on or off MFPD premises, no member may use, possess, distribute, manufacture, dispense, sell or be under the influence of alcohol or illegal drugs. The legal use of prescribed or over-the-counter drugs is permitted if it does not impair an employee's ability to perform the functions of the job effectively and safely.

No member shall purchase, consume, or be under the influence of alcohol while in uniform, or while acting on behalf of the MFPD. Consumption of alcohol on MFPD property is forbidden.

The MFPD will use an outside qualified administrator to conduct drug and alcohol testing:

1. Upon reasonable suspicion that any member is under the influence of alcohol or illegally uses or is under the influence of a controlled substance, the on-duty Battalion Chief shall be immediately notified.
2. For employees (and prospective employees), and volunteers:
  - a. Pre-employment
  - b. Randomly
  - c. Based upon a reasonable and documented suspicion

## MONROE FIRE PROTECTION DISTRICT

- d. Post-accident
- e. Upon a return-to-duty
- f. Following-up to a prior positive test result
3. No member shall refuse to submit to a post-accident, random, reasonable suspicion, return-to-duty, or follow-up alcohol or controlled substance test.
4. A safe harbor may be available to a member who:
  - a. Voluntarily identifies him/herself as a former user of illegal drugs/alcohol, prior to being identified through other means.
  - b. Has obtained or is in the process of obtaining counseling or is engaged in a rehabilitation program through an Employee Assistance Program, or other Substance Abuse Professional; and
  - c. Is abstaining from the use of any illegal drugs/alcohol.

### **GIFTS AND GRATUITIES**

Employees are not permitted to accept gifts, personal loans, advances, and financial or personal gain from any source that might affect her/his judgment in the discharge of duties. This restriction does not apply to the following:

- Perishable food brought to the fire station in good gesture by community members
- Food and refreshments of nominal value in the ordinary course of a work-related meeting.
- Modest entertainment in connection with maintenance of business contacts, attendance at professional gatherings or at public ceremonies in your official capacity.
- Unsolicited advertising or promotional materials; or
- Other forms of minor gratuity for materials written for publication, or for presenting talks or speeches. Such gratuity must be approved by the Chief or designee.

### **MEMBER CONDUCT**

MFPD members shall exhibit courtesy and respect to all officers, acting officers, each other, and the public. Supervisors shall exhibit courtesy and respect to their subordinates and shall treat all members in a fair and impartial manner. Any member displaying department insignia shall be held to the MFPD core values.

Members are always required to speak the truth and shall not make false reports. Complaints against another member or the public shall be forwarded in writing through the chain of command. Threats of violence shall be forwarded by the Chief to the Monroe County Sheriff's Department and MFPD Board.

Members shall obey all federal, state and local laws. A member who is arrested for any reason must ensure that the on-duty Battalion Chief is notified immediately or within 24 hours of the arrest. The Battalion Chief shall document the incident and notify all chief officers. Any member convicted of a crime shall be subject to disciplinary action pursuant to the Progressive Discipline policy outlined herein.

## MONROE FIRE PROTECTION DISTRICT

No member of the MFPD shall use, loan, or transfer, his or her uniform, badge, or equipment for unofficial activity. Members may not solicit votes or campaign funds, challenge voters or perform any other election related functions if that individual is wearing any identifying insignia or article of clothing relating to or identifying the MFPD, is on duty, or while using any MFPD vehicle.

Members may not borrow or remove station supplies, tools, or any station property, including other firefighter's personal and/or MFPD issued property without the expressed permission of a Chief Officer or the Officer in-charge, and then only when properly documented.

### **FIREHOUSE VISITORS**

Visitors or members of the public not connected with the MFPD shall not be permitted to ride in any MFPD vehicle without the appropriate ride along documentation submitted. Visitors must leave by 10 p.m. to allow personnel adequate time for rest. Visitors shall not be permitted to loiter, lounge, or sleep at any station or on any MFPD apparatus.

**FULL TIME / CAREER  
PERSONNEL**

# MONROE FIRE PROTECTION DISTRICT

## EMPLOYEE BENEFITS

Full-Time / Career employees of the MFPD are provided a range of benefits, with eligibility dependent upon a variety of factors, including employee classification. Some benefit programs require contributions from the employee. For all benefits, it is the employee's responsibility to update the administration within thirty (30) days of any changes which may affect their benefit coverage. Such changes include but are not limited to: address, beneficiary, or major life event (birth or adoption of a child, marriage, divorce, or death of a dependent).

The following benefit programs are available to all employees as prescribed by law:

- Workers' Compensation
- Unemployment Insurance
- Social Security (non-1977 fund)
- Medicare

The following additional benefit programs are available to regular full-time employees:

### *Paid Time Off*

For purposes of this provision, the scheduled workday of an Administrative Employee is defined as an 8 or 10-hour shift. The scheduled workday of a 24-Hour Firefighter is defined as a 24-hour shift. All regular full-time employees are eligible for paid time off (PTO). This time off can be used for vacation, personal pursuits, or emergencies.

Employees begin to accrue PTO at their start date but cannot use any PTO until it is granted upon completion of their first full year of employment. PTO will not be paid out to the employee if their employment terminates during their first-year probationary period. PTO is granted biannually with ½ granted on January 1<sup>st</sup>, and the other ½ granted on July 1<sup>st</sup> of each year. Total PTO hours are accrued according to the number of completed years worked as a regular employee. PTO must be used in a minimum of four (4) hour increments. PTO is not earned during leaves of absence for disability or other purposes. PTO is accrued on a pro-rated basis depending on hire date.

A regular full-time Administrative Employee and 24-hour Firefighter accrues PTO according to the following schedule:

Tier 1 – Years 1-5	192 hours
Tier 2 – Years 6-10	240 hours
Tier 3 – Years 11-15	288 hours
Tier 4 – 16 Years +	336 hours

At year end, employees will have the option to carry over up to 360 hours of PTO. Employees with time in excess of 360 hours may request to sell back excess hours up to 120 hours to the MFPD. Sell back of hours is paid at the employee's regular hourly rate and is contingent on availability of funds. MFPD sell back request form will be posted by October 15<sup>th</sup> of each year. Sell back requests must be submitted by October 30<sup>th</sup>. Any hours in excess of this amount at the end of a calendar year will be forfeited. Requests for time off in January may not be made earlier than December of the preceding year.

## MONROE FIRE PROTECTION DISTRICT

### *Sick Time*

The primary purpose of sick time is for use when an employee or a family member living in the employee's household is ill or injured. Employees will be granted 120 hours of sick time at the beginning of each calendar year (pro-rated for mid-year hires). Sick time must be used within the year and may not be carried over to the following year. Any unused sick time at the end of a calendar year will be forfeited.

### *Bereavement Leave*

Upon a death requiring time off, the employee must notify the on-duty Battalion Chief. Regular full-time employees will be granted bereavement leave according to the following schedule: For immediate family, Operations Personnel up to two (2) twenty-four hour shifts with pay; Administrative Personnel up to 40 hours off with pay. For non-immediate family, Operations Personnel one (1) twenty-four-hour shift with pay; Administrative Personnel up to 20 hours off with pay. A copy of the relevant obituary must be sent to the following address: [admin@monroefd.org](mailto:admin@monroefd.org).

Leave will be granted for immediate family defined as: *An employees' spouse, parent, child, brother, sister, stepparent, foster parent, stepchild, foster child, stepsister, stepbrother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, and grandchild. The same relations for the employees' spouse are also considered immediate family.*

Leave will be granted for non-immediate family defined as: *An employee's aunt, uncle, spouse's aunt, uncle, 1<sup>st</sup> cousins, nieces, nephews, and legal guardian.*

Upon the death of someone other than a member of the employee's family listed above the employee must request regular leave time from the employees PTO.

### *Military Leave*

All members of the MFPD who are members of the armed forces are entitled to leaves of absence from their respective duties, without loss of time or pay, as described in the following paragraph, for such times as those members are in the military service on training duties or active duty under the order of the Governor of the State of Indiana or under the order of the President of the United States.

The annual allotment for these periods of absence, with pay, are not to exceed 144 duty hours in one calendar year for suppression personnel or 120 duty hours in one calendar year for non-suppression personnel. Any military leave of absence beyond the annual allotment of duty hours, in one calendar year, may be by use of other accrued leave, or may be without pay.

When employees are ordered to attend military training or active duty that interferes with their normal MFPD duties, they shall submit their orders or schedule of meetings and a military leave request to Administration and notify their Battalion Chief. Employees who fail to submit their orders will not be paid for their absence.

## MONROE FIRE PROTECTION DISTRICT

### *Requesting Time Off*

PTO as defined in the handbook must be approved by the Administration and submitted no less than fifteen (15) days in advance. Approval of any request is subject to MFPD minimum staffing standards listed herein, and availability of personnel. The notice requirements are waived if the employee is using leave due to an illness or emergency. If the Battalion Chief is not notified, the time off is considered unscheduled time off and the employee shall be subject to disciplinary action pursuant to the Progressive Discipline policy outlined herein.

### *Trading Duty Time*

Shift trading is an agreement between employees. This agreement is made solely between the trading individuals and is allowed for their convenience. An individual agreeing to a trade is agreeing to a work schedule change. It is the responsibility of the employees to ensure that the Battalion Chiefs from each affected shift are notified in advance. The employee agreeing to work for another employee accepts all responsibilities for tracking hours owed to individuals. When an employee calls off sick or fails to report to work as scheduled for a trade, that employee will be held accountable for the shift. Any firefighter may trade with another firefighter who is not scheduled to work the same shift, provided that firefighter meets the qualifications for the position. Firefighters trading shifts must ensure that the shifts are traded equally within the 28-day period for full-time and part-time firefighters. Both ends of the trade must be arranged before the first trade begins.

The following restrictions are in place for firefighter trades:

1. Minimum trade time, 4 hours.
2. Initiate maximum of 72 hours per year.
3. A Shift Trade must be requested at least 72 hours prior to the desired shift trade.
4. Entire trade must be arranged and approved before trading begins.
5. Administration must approve all trade requests.
6. Shift trades shall not impair the operational effectiveness of the MFPD.
7. Shift trades shall not create a logistical or financial burden to the MFPD.
8. No shift trades are allowed that place an employee into undue overtime.

### *Holiday Pay*

For Administrative Employees, MFPD adheres to the annual holiday schedule approved by the Monroe County Board of Commissioners for the County's employees. The holiday schedule for the following year will be made available to employees before the end of December each year. Holiday compensation is not counted against the employee's PTO.

24-Hour Firefighters are scheduled to work their regular shifts on holidays starting at 0700 the calendar day of the holiday. However, 24-hour firefighters will receive a holiday bonus of \$100.00 for working the following holidays: New Year's Day, Memorial Day, Good Friday, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve. Employees working less than 24 hours will receive the bonus pro-rated for actual time worked.

## MONROE FIRE PROTECTION DISTRICT

### *Longevity Bonus*

Employees receive a longevity bonus of \$150 for each year of service (defined by number of uninterrupted years in the INPRS system as a firefighter) up to a maximum of \$3000. Once an employee reaches the maximum bonus, the employee will continue to receive that bonus amount for each full year completed thereafter.

### *Medical, Vision, and Dental Insurance*

MFPD offers health insurance to all full-time employees and their dependents. Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between the MFPD and the insurance carriers. Employees who elect not to participate in the provided medical plan are required to provide proof of insurance to the administration. Employees who elect not to participate in the provided medical plan will receive an annual stipend as adopted in the annual MFPD salary ordinance.

Employees must notify the Human Resources Administrative Assistant (HRAA) in writing within thirty (30) day of beginning employment if they wish to enroll in the District's insurance plans. Employees must also notify the HRAA by August 1 of the preceding year if they plan to add any eligible dependents to the District's insurance plans the following calendar year. Failure to notify HRAA in writing may require additional contributions be made by the employee. Eligible Live Events such as Marriage, Divorce, Death of a Spouse or Dependent & Birth or Adoption of a Child must be communicated to the HRAA within 30 days of the event.

### *Short and Long-Term Disability*

Should an employee need to take extended time off from work due to an illness or accident, the MFPD offers both short and long-term disability insurance for employees. Any full-time non-1977 fund employee is eligible for both policies. Employees enrolled in the INPRS 1977 fund are ineligible for the supplemental long-term disability insurance as this coverage is included as part of their plan. While off work for disability, the employee will be responsible for paying the employee portion of health insurance premiums to the MFPD.

### *Indiana Public Retirement System (INPRS)*

The MFPD contributes to the Indiana Public Retirement System (formerly known as PERF) on behalf of eligible employees. The purpose of INPRS is to provide retirement, disability, and survivor benefits to government employees. The MFPD pays the mandated contribution to these accounts for employees. All employees enrolled in the INPRS system will be responsible for their minimum mandated contribution for the same.

### *Tax Deferred Compensation (457 PLAN)*

The MFPD provides full-time employees the option to participate in a tax deferred compensation plan. The tax deferred compensation plan allows employees to specify a dollar amount to be deducted from each paycheck, pre-tax, and deposited into a retirement account. Taxes are paid on the fund at the time of withdrawal. Post-tax options are also available.

# MONROE FIRE PROTECTION DISTRICT

## *Life Insurance*

MFPD provides a term-life insurance policy as well as Accidental Death and Dismemberment insurance for all active members. Additional member policies from MFPD approved vendors can be deducted from the employee's payroll.

## *Employee Assistance Program*

The MFPD provides a First Responder Assistance Program for all members. Program representatives can be reached via phone at: 855-207-1747 or on the internet at: [www.providentins.com/frap](http://www.providentins.com/frap)

## *Supplemental Insurance*

The MFPD allows full-time employees to contribute to AFLAC supplemental insurance policies. Contributions can be deducted from the employee's payroll.

## *Early Retirement*

- Non-1977 fund INPRS retirement benefits (If new policies are adopted by INPRS, the new policies will supersede those stated here.):
  1. It is recognized by the MFPD that there may be circumstances that arise in which an employee may wish to voluntarily retire early. The Chief must be notified by June 30th of the year prior to the year in which retirement will occur. For example, notify the Chief by June 30, 2021, if planning to retire on January 1, 2022. In such situations the MFPD may be willing to grant the early retirement request, given that certain criteria are met. First, the employee must meet the INPRS eligibility for retirement benefits; and secondly, they must meet the MFPD eligibility for supplemental benefits. Both are described below.
  2. Normal retirement with full benefits is available at age 65 with 10 or more years of creditable service under INPRS.
  3. Early retirement with full benefits is available:
    1. At age 60 with 15 or more years of creditable service, or;
    2. Between the ages of 55 and 60 with member's age plus years of creditable service equal to 85 or more.
  4. Early retirement with **reduced** benefits is available between the ages of 50 and 60 with 15 or more years of creditable service.
  5. MFPD early retirement optional supplemental benefits:
    1. A lump sum will be paid at retirement to supplement the employee's INPRS benefits until the employee is eligible for Medicare retirement benefits. The one-time payment is limited to \$25,000.

## MONROE FIRE PROTECTION DISTRICT

2. To receive the MFPD optional benefit, the employee shall not be on FMLA leave or long/short term disability at the time of retirement.
  3. Sign an agreement with the MFPD releasing the MFPD from liability for continued employment and for any claims not a part of the agreement.
- 1977 Fund INPRS retirement benefits (If new policies are adopted by INPRS, the new policies will supersede those stated here.):
    1. Normal retirement with full benefits is available at age 52 with 20 or more years of creditable service under INPRS.
    2. Early retirement with reduced benefits is available at age 50 with 20 or more years of creditable service under INPRS.
    3. The MFPD does not provide an early retirement supplemental benefit for 1977 Fund employees.

### **OFF DUTY EMPLOYMENT**

Any off-duty employment that reflects adversely on the MFPD or where an employee has the potential for conflict of interest is strictly prohibited. Employees shall not use their official position, badge, identification, or the name of the MFPD to solicit off duty employment.

Off duty employment is permitted with the following limitations:

1. Employees shall not be employed by places which directly include the running of, or participation in any illegal activity.
2. Employees shall not wear any item of identification which represents the MFPD while being employed off duty at places where alcoholic beverages are served or sold.
3. Employees shall not work off duty employment if that employment would prevent them from performing their MFPD duties effectively and to the best of their abilities.

### **JURY DUTY AND SUBPOENAS**

Pursuant to Indiana Code, employees of the MFPD are not exempt from jury duty. If jury duty falls on a duty day; the employee is to contact their Battalion Chief. The employee will be granted jury duty leave from the hours which are required by the court. The employee must obtain a Jury Duty Excuse from the subpoenaing agency and present this to the administration upon returning to work. Hours spent on jury duty will be considered as hours on duty when on scheduled workday. The employee will be compensated the variance between jury duty pay and the regular shift pay, and shall provide appropriate documentation to the administration.

An employee subpoenaed to appear in court for departmental matters is obligated to do so and will be compensated consistent with FLSA regulations. Employees subpoenaed to appear in court for non-departmental matters are obligated to do so but must use paid leave time, trading of duty time, or leave without pay while appearing in court.

## MONROE FIRE PROTECTION DISTRICT

The Chief or designee may allow additional time off if the employee is sequestered on a jury. Proof must be provided by the subpoenaing agency.

### **PAYROLL**

All personnel are paid on a semi-monthly basis. Payroll dates are the 15<sup>th</sup> and 30<sup>th</sup> of each month or as close to those calendar days as practical. Individual semi-monthly pay includes: Base rate, Officer Pay, Education Pay, Longevity Pay, Hazardous Materials Pay, as well as payment in lieu of medical insurance.

In addition to regular semi-monthly payroll, full-time employees of the MFPD will also receive EMS certification pay as well as annual uniform allowance. EMS pay and Uniform allowance will be paid biannually in June and December.

### **OVERTIME COMPENSATION**

Personnel may accumulate additional overtime hours outside their normal shift. This overtime will be compensated for at a rate of 1½ times. All overtime will be paid at the end of the 28-day period.

When overtime is offered, it will typically be offered in 12 or 24-hour increments. Employees wishing to be contacted for overtime shall keep their contact information including phone number current in the Aladtec system.

Non-Premium Over-Time - This is the mandatory amount accumulated each 28-day cycle for each member on each shift. Maximum allowable number of hours worked on-duty at regular time shall be 212 hours during a 28-day period. Non-Premium overtime accruing during the normally scheduled shifts will be paid at a rate of half time. Non-premium overtime is paid at the end of the 28-day period. Educational leave scheduled on shift will be counted as working time.

### **FIRE/EMS EDUCATION LEAVE**

It is the desire of the MFPD for members to receive as much Fire or EMS related education as possible. All education requests must be completed at least two weeks prior to the requested leave, use the proper MFPD training request form in Aladtec, and must be signed by the Battalion Chief. The request will then be sent to the Assistant Chief of Training for review and approval.

Time off for training may not be granted if funding, staffing, or another special situation makes it impractical. Education leave will be limited to 36 hours per year. Additional time may be granted at the discretion of the Fire Chief and must be approved in writing.

Reimbursement for education will be reviewed and considered by the Assistant Chief of Training and the Fire Chief. It shall be the discretion of the Fire Chief to determine any reimbursement in accordance with MFPD policy.

### **FAMILY MEDICAL LEAVE ACT**

The MFPD is required by law to make leave available for eligible employees as outlined in the MFPD FMLA procedure. The following is a summary of the Monroe Fire Protection District's

## MONROE FIRE PROTECTION DISTRICT

(MFPD) policy for extending family and medical leave to employees. This policy affects compliance with the Family and Medical Leave Act of 1993 (FMLA). If you have any questions about the applicability of the following provision, please contact the Administration.

### *Eligibility*

The FMLA provides eligible employees with up to twelve (12) weeks of unpaid leave for their own serious health condition, which makes the employee unable to perform the essential functions of his/her job, the birth or care of a newborn child, the placement with the employee of an adoptive child or a foster care child, or the care of the employee's child, spouse, or parent (but not parent "in-law") with a serious health condition. Leave to care for a newborn child or for a newly placed child must conclude within twelve (12) months after the birth or placement. For an employee to be eligible for leave under the FMLA ("FMLA leave"), the employee must have been employed by MFPD for at least twelve (12) months and worked 1,250 hours within the previous twelve (12) month period. For the purpose of time worked, MFPD will follow the IRS guidelines, which currently state that any time employed prior to a seven (7) year break in service will not be counted toward the twelve (12) months employed.

"Serious Health Condition" means an illness, injury, impairment, or physical mental condition that involves:

1. Any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility; or
2. A period of incapacity requiring absence of more than (3) consecutive shifts from work, school, or other regular daily activities that also involves continuing treatment by or under the supervision of a health care provider; or
3. Any period of incapacity due to pregnancy, or for prenatal care; or
4. Any period of incapacity or treatment therefore due to a chronic health condition; or, a period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer's, stroke, terminal diseases, etc.); or
5. Any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity of more than three (3) consecutive shifts if left untreated (e.g., chemotherapy, physical therapy, dialysis, etc.)

### *Maximum Amount of Leave*

The maximum amount of leave under this policy is twelve (12) work weeks in any twelve (12) month period. For purposes of calculating an employee's entitlement to subsequent FMLA leave, the twelve (12) month period is measured forward from the date when the employee's previous FMLA began. For example, under this method an employee would be entitled to twelve (12) weeks of leave during the year beginning on the first date FMLA leave is taken (e.g., March 5,

## MONROE FIRE PROTECTION DISTRICT

2020); the next twelve (12) month period would begin the first-time leave is taken after completion of that twelve (12) month period ending (e.g., March 4, 2021).

All employees utilizing FMLA will be placed on Administration scheduling using a 40-hour workweek. All unpaid FMLA days will be deducted in the current pay period.

### *Intermittent Leave*

FMLA leave may be taken on an intermittent basis or an employee may work a reduced schedule when medically necessary to care for a seriously ill family member, or because of the employee's serious health condition, however, only with the Chief's approval may an employee take intermittent leave or work a reduced schedule to care for a newborn or newly placed adopted or foster care child.

Only the amount of leave actually taken while on intermittent/reduced schedule leave may be charged as FMLA leave. Employees will not be required to take more FMLA leave than necessary to address the circumstances that cause the need for leave.

An employee who needs intermittent leave or a reduced schedule for foreseeable medical treatment must work with their employers to schedule the leave so as not to unduly disrupt the employer's operations, subject to the approval of the employee's health care provider. In such cases, the employer may temporarily transfer the employee to an alternative job with equivalent pay and benefits that accommodate recurring periods of leave better than the employee's regular job.

### *Advance Notice*

When an employee plans to take FMLA leave, the employee must complete a *FMLA Request for Leave* form found in the Aladtec Forms tab. The employee is required to file the request with MFPD Administration thirty (30) days in advance of the need to take FMLA leave when the need is foreseeable or notice as soon as practicable when the need to take FMLA leave is not foreseeable.

The Administration will complete a *Response to Family/Medical Leave Request Form (WH-381)*, submit it to the employee, and create an open FMLA file.

### *Medical Certification*

MFPD requires the completion of a *Certification of Health Care Provider Form* (FMLA form WH-380-E) to support a claim for FMLA leave. For an employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of their position. For leave to care for a seriously ill child, spouse, or parent, the certification must include an estimate of the amount of the employee's time that will be needed to care for the child, spouse, or parent (FMLA form WH-380-F). MFPD reserves the right to require a second medical opinion from an independent medical provider. MFPD will pay for the second opinion and will designate a provider who is not an employee of the MFPD. If the first two (2) opinions conflict, MFPD will pay for a third opinion from a mutually agreed upon medical provider. In the event that the employee does not agree upon a provider within ten (10) days, MFPD shall make the final decision on the third provider. The third opinion is final and binding on both the MFPD and the employee.

## MONROE FIRE PROTECTION DISTRICT

### *Substitution of Paid Leave*

FMLA leave is unpaid leave. The employee may choose to use any accrued benefit leave for any part of the twelve (12) week period of FMLA leave. The employee must use all accrued sick time and vacation time in excess of the maximum carryover in the current year. With the approval of the MFPD Administration, the employee may use accrued benefit time and/or take an extended non-paid leave of absence.

### *Health Insurance and Benefits*

Vacation leave, sick leave and holiday benefits shall continue to accrue during the period of the employee's FMLA leave and submitted for payment on the payroll in which the benefit time occurs. Employees shall be entitled to bereavement leave (congruent with MFPD policy) while on FMLA leave. Employees shall contact the on-duty Battalion Chief (BC) or Administrative Supervisor prior to using bereavement leave if such a circumstance arises during their FMLA leave.

Any health plan provided by MFPD will be continued for the employee on FMLA leave on the same terms as such coverage would have been provided if the employee had continued to work. Employees remain responsible for their share of any benefit costs while on FMLA leave. The employee must make satisfactory arrangements with the Administration prior to the start of their leave, if possible, to setup a payment schedule to pay their share of the benefit premiums and any other payroll deductions while on leave.

The MFPD's obligation to maintain health insurance benefits under the FMLA stops if and when an employee informs the employer of an intent not to return to work at the end of the leave period, or if the employee fails to return to work when the FMLA leave entitlement is exhausted (unless the employee has requested another form of available leave). The MFPD's obligation also stops if the employee's health insurance premium payment is more than 15 days late and the Administration has given the employee written notice at least fifteen (15) days in advance advising that coverage will cease if payment is not received.

### *Status Reports*

MFPD may require an employee to report periodically during the leave period on the employee's leave status and the employee's intention to return to work. MFPD may consider the employee's failure to return to work at the end of the leave period as an employee resignation.

Prior to the end of the employee's FMLA leave, Administration should complete a *Notification of End of Family Medical Leave Form* and submit it to the employee, placing a copy in the FMLA file.

### *Outside Employment While on Leave*

While an employee is on FMLA for their own serious illness or injury, he/she shall not be engaged in outside employment. Any exceptions shall be approved, in advance of engaging in outside employment, by the Fire Chief and Board of Trustees.

# MONROE FIRE PROTECTION DISTRICT

## *Restoration of Employment*

An employee who completes a period of leave will be returned either to the same position the employee was in prior to the leave or to a position equivalent in pay, benefits, and other terms and conditions of employment (provided the employee is able to perform the function of the job).

## **FAMILY MILITARY LEAVE**

### *Eligibility*

An eligible employee (an employee who has been employed by MFPD for at least twelve (12) months and worked 1,250 hours within the previous twelve (12) month period) who is a spouse, son, daughter or parent of a person who is on or ordered to active duty in the Armed Forces may take Family Military Leave in the following circumstances:

1. A “qualifying exigency” arises out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a “contingency operation” as determined by the Secretary of Defense; or
2. To care for a covered service member, when the employee is the spouse, son, daughter, parent, or next of kin of a covered service member, who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces that may render the service member medically unfit to perform duties of the service member’s office, grade, rank, or rating. “Covered service member” means a member of the Armed Forces who is receiving medical treatment, recuperation, therapy, or is otherwise in outpatient status or on the temporary disability retired list for a serious illness or injury. “Next-of-kin” is defined as the nearest blood relative of the injured or recovering service member.

### *Maximum Amount of Leave*

1. Leave due to a “qualifying exigency”: An eligible employee may take up to twelve (12) workweeks of leave during any twelve (12) month period. This type of leave will be counted toward the employee’s twelve (12) week maximum of FMLA leave in a twelve (12) month period.
2. Leave to care for an injured or ill service member: An eligible employee may take up to twenty-six (26) workweeks of leave during a single twelve (12) month period to care for the service member. Leave to care for an injured or ill service member, when combined with other FMLA-qualifying leave, may not exceed twenty-six (26) weeks in a single twelve (12) month period.
3. A husband and wife who are both employed by the MFPD may both take leave due to a “qualifying exigency” and are jointly entitled to a combined total of twelve (12) workweeks of leave.
4. A husband and wife employed by the MFPD may take leave to care for an injured or ill service member and are jointly entitled to a combined total of twenty-six (26) weeks of leave.

# MONROE FIRE PROTECTION DISTRICT

## *Documentation*

1. When leave is due to a qualifying exigency, employees requesting this leave must provide proof of the qualifying service member's call-up or active military service paperwork. This documentation may be a copy of the military orders or other official Armed Forces communication.
2. When leave is to care for an injured or ill service member, employees requesting this leave must provide documentation of the service member's illness, injury, and need for care. This documentation may be a copy of the military-medical information orders for treatment or other official Armed Forces communication pertaining to the service member's injury or illness incurred on active military duty that renders the service member medically unfit to perform his/her military duties. Employees will also need to complete and submit form *Certificate of Health Care Provider Form* (FMLA form WH-385 or form WH-385-V for a covered Veteran) to the Administration.

## *Advance Notice*

When an employee plans to take Family Military Leave, the employee must complete an *Employee Time Off Request* form. The employee is required to file the request with MFPD thirty (30) days in advance of the need to take Family Military Leave, unless the activation orders are issued less than thirty (30) days before the requested leave is to begin, in which case the employee shall provide such notice as is reasonable and practicable. Activation orders must be forwarded to Administration with the Employee Time Off Request form. All completed *Request for Leave* forms and a copy of activation orders must be forwarded to Administration.

## *Intermittent Leave*

Leave taken because of a qualifying exigency may be taken intermittently or on a reduced schedule basis. Leave taken to care for an ill or injured service member may be taken intermittently or on a reduced schedule basis when medically necessary for such care.

## *Other Requirements and/or Benefits*

MFPD and the eligible employee shall comply with requirements described in the FAMILY MEDICAL LEAVE ACT concerning medical certification, substitution of paid leave, health insurance and benefits, status reports and restoration of employment.

# PART-TIME PERSONNEL

# MONROE FIRE PROTECTION DISTRICT

## EMPLOYEE CLASSIFICATION

Regular Part-Time firefighter or administrative personnel is an individual who is regularly scheduled to work part-time shifts.

## PART-TIME EMPLOYEE BENEFITS

Part-time employees of the MFPD are provided a range of benefits, with eligibility dependent upon a variety of factors, including employee classification. Some benefit programs require contributions from the employee. For all benefits, it is the employee's responsibility to update the administration within thirty (30) days of any changes which may affect their benefit coverage. Such changes include but are not limited to: address, beneficiary, or major life event (birth or adoption of a child, marriage, divorce, or death of a dependent).

The following benefit programs are available to all employees as prescribed by law:

- Workers' Compensation and Supplement
- Unemployment Insurance
- Social Security (non-1977 fund)
- Medicare

The following additional benefit programs are available to regular part-time employees:

### *Paid Time Off*

For purposes of this provision, the scheduled workday of a part-time Administrative Employee is defined as an 8-hour shift. The scheduled workday of a part-time firefighter is defined as a 12-hour shift. Regular part-time employees are eligible for paid time off. This time off can be used for vacation, personal pursuits, or emergencies.

Permanent part-time employees begin to accrue PTO at their start date but cannot use any PTO until they have completed their first full year of employment. The full balance of accrued PTO will be made available at that time. PTO will not be paid out to the employee if their employment terminates during their first-year probationary period. PTO is granted on January 1<sup>st</sup> of each year. PTO must be used in a minimum of four (4) hour increments.

A Permanent part-time employee accrues 48 PTO hours per year. Unused hours at the end of a calendar year may not be carried forward and will be forfeited.

### *Sick Time*

Part-time employees are not eligible for sick time with the MFPD.

## MONROE FIRE PROTECTION DISTRICT

### *Bereavement Leave*

Regular part-time employees may be granted up to 24-hours bereavement leave. Upon a death requiring time off, the employee must notify the on-duty Battalion Chief. A copy of the relevant obituary must be sent to the following address: [admin@monroefd.org](mailto:admin@monroefd.org).

Twenty-Four (24) hours leave will be granted for immediate family defined as: *An employees' spouse, parent, child, brother, sister, stepparent, foster parent, stepchild, foster child, stepsister, stepbrother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, and grandchild. The same relations for the employees' spouse are also considered immediate family.*

Twelve hours (12) leave will be granted for the following non-immediate family: *An employee's aunt, uncle, spouse's aunt, uncle, 1<sup>st</sup> cousins, nieces, nephews, and legal guardian.*

Upon the death of someone other than a member of the employee's family listed above the employee must request regular leave time from the employees PTO if available.

### *Military Leave*

All members of the MFPD who are members of the armed forces are entitled to leaves of absence from their respective duties, without loss of time or pay, as described in the following paragraph, for such times as those members are in the military service on training duties or active duty under the order of the Governor of the State of Indiana or under the order of the President of the United States.

The annual allotment for these periods of absence, with pay, are not to exceed 144 duty hours in one calendar year for suppression personnel or 120 duty hours in one calendar year for non-suppression personnel. Any military leave of absence beyond the annual allotment of duty hours, in one calendar year, may be by use of other accrued leave, or may be without pay.

When employees are ordered to attend military training or active duty that interferes with their normal MFPD duties, they shall submit their orders or schedule of meetings and a military leave request to Administration and notify their Battalion Chief. Employees who fail to submit their orders will not be paid for their absence.

### *Requesting Time Off*

PTO as defined in the handbook must be approved by the Administration and submitted no less than fifteen (15) days in advance. Approval of any request is subject to MFPD minimum staffing standards listed herein, and availability of personnel. The notice requirements are waived if the employee is using leave due to an illness or emergency. If the Battalion Chief is not notified, the time off is considered unscheduled time off and the employee shall be subject to disciplinary action pursuant to the Progressive Discipline policy outlined herein.

### *Trading Duty Time*

Shift trading is an agreement between employees. This agreement is made solely between the trading individuals and is allowed for their convenience. An individual agreeing to a trade is agreeing to a work schedule change. It is the responsibility of the employees to ensure that the

## MONROE FIRE PROTECTION DISTRICT

Battalion Chiefs from each affected shift are notified in advance. The employee agreeing to work for another employee accepts all responsibilities for tracking hours owed to individuals. When an employee calls off sick or fails to report to work as scheduled for a trade, that employee will be held accountable for the shift. Any firefighter may trade with another firefighter who is not scheduled to work the same shift, provided that firefighter meets the qualifications for the position. Firefighters trading shifts must ensure that the shifts are traded equally within the 28-day period for full-time and part-time firefighters. Both ends of the trade must be arranged before the first trade begins.

The following restrictions are in place for firefighter trades:

1. Minimum trade time, 4 hours.
2. Maximum of 72 hours per year.
3. A Shift Trade must be requested at least 72 hours prior to the desired shift trade.
4. Entire trade must be arranged and approved before trading begins.
5. Administration must approve all trade requests.
6. Shift trades shall not impair the operational effectiveness of the MFPD.
7. Shift trades shall not create a logistical or financial burden to the MFPD.
8. No shift trades are allowed that place an employee into undue overtime.

### *Holiday Pay*

For Administrative Employees, MFPD adheres to the annual holiday schedule approved by the Monroe County Board of Commissioners for the County's employees. The holiday schedule for the following year will be made available to employees before the end of December each year. Holiday compensation is not counted against the employee's PTO.

Firefighters are scheduled to work their regular shifts on holidays starting at 0700 the calendar day of the holiday. Firefighters working a 24-hour shift will receive a holiday bonus of \$100.00 for working the following holidays: New Year's Day, Memorial Day, Good Friday, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve. Firefighters working less than 24 hours will receive the bonus pro-rated for actual time worked.

### *Tax Deferred Compensation (457 PLAN)*

The MFPD provides regular part-time firefighters the option to participate in a tax deferred compensation plan. The tax deferred compensation plan allows employees to specify a dollar amount to be deducted from each paycheck, pre-tax or post-tax, and deposited into a retirement account.

### *Life Insurance*

MFPD provides a term-life insurance policy as well as Accidental Death and Dismemberment insurance for all active members. Additional member policies from MFPD approved vendors can be deducted from the employee's payroll.

# MONROE FIRE PROTECTION DISTRICT

## *Employee Assistance Program*

The MFPD provides a First Responder Assistance Program for all members. Program representatives can be reached via phone at: 855-207-1747 or on the internet at: [www.providentins.com/frac](http://www.providentins.com/frac)

## *Supplemental Insurance*

The MFPD allows regular part-time employees to contribute to AFLAC supplemental insurance policies. Contributions can be deducted from the employee's payroll.

## **OFF DUTY EMPLOYMENT**

Any off-duty employment that reflects adversely on the MFPD or where an employee has the potential for conflict of interest is strictly prohibited. Employees shall not use their official position, badge, identification, or the name of the MFPD to solicit off duty employment.

Off duty employment is permitted with the following limitations:

1. Employees shall not be employed by places which directly include the running of, or participation in any illegal activity.
2. Employees shall not wear any item of identification which represents the MFPD while being employed off duty at places where alcoholic beverages are served or sold.
3. Employees shall not work off duty employment if that employment would prevent them from performing their MFPD duties effectively and to the best of their abilities.

## **PAYROLL**

All personnel are paid on a semi-monthly basis. Payroll dates are the 15<sup>th</sup> and 30<sup>th</sup> of each month or as close to those calendar days as practical. Individual semi-monthly pay includes: Base rate, Officer Pay, Education Pay, and Longevity Pay.

In addition to regular semi-monthly payroll, part-time employees of the MFPD will also receive EMS certification, and hazardous materials technician certification incentives, as well as a uniform allowance. The uniform allowance will be paid biannually in June and December. Hazardous Materials and EMS incentives will be paid annually in December.

# SUBSTITUTE PERSONNEL

# MONROE FIRE PROTECTION DISTRICT

## DEFINITIONS

PRN (*Pro re nata*): An emergency responder or administrative person not on a regular schedule, who works shifts of varying length on an as needed basis.

Substitute: A volunteer emergency responder who is qualified, and approved by the Chief to work as a replacement, and has completed a temporary employment agreement (found in Aladtec) for each shift worked. Substitutes work on a PRN basis.

## PRN & SUBSTITUTE EMPLOYEE BENEFITS

Employees of the MFPD are provided a range of benefits, with eligibility dependent upon a variety of factors, including employee classification. Some benefit programs require contributions from the employee. For all benefits, it is the employee's responsibility to update the administration within thirty (30) days of any changes which may affect their benefit coverage. Such changes include but are not limited to: address, beneficiary, or major life event (birth or adoption of a child, marriage, divorce, or death of a dependent).

The following benefit programs are available to all employees as prescribed by law:

- Workers' Compensation and Supplement
- Unemployment Insurance
- Social Security (non-1977 fund)
- Medicare

The following additional benefit programs are available to regular part-time employees:

### *Paid Time Off*

Substitute employees are not eligible for PTO with the MFPD.

### *Sick Time*

Substitute employees are not eligible for sick time with the MFPD.

### *Bereavement Leave*

Substitute employees are not eligible for bereavement leave with the MFPD.

### *Military Leave*

All members of the MFPD who are members of the armed forces are entitled to leaves of absence from their respective duties, without loss of time or pay, as described in the following paragraph, for such times as those members are in the military service on training duties or active duty under

## MONROE FIRE PROTECTION DISTRICT

the order of the Governor of the State of Indiana or under the order of the President of the United States.

The annual allotment for these periods of absence, with pay, are not to exceed 144 duty hours in one calendar year for suppression personnel or 120 duty hours in one calendar year for non-suppression personnel. Any military leave of absence beyond the annual allotment of duty hours, in one calendar year, may be by use of other accrued leave, or may be without pay.

When employees are ordered to attend military training or active duty that interferes with their normal MFPD duties, they shall submit their orders or schedule of meetings and a military leave request to Administration and notify their Battalion Chief. Employees who fail to submit their orders will not be paid for their absence.

### *Requesting Time Off*

Approval of any request is subject to MFPD minimum staffing standards listed herein, and availability of personnel. The notice requirements are waived if the employee is using leave due to an illness or emergency. If the Battalion Chief is not notified, the time off is considered unscheduled time off and the employee shall be subject to disciplinary action pursuant to the Progressive Discipline policy outlined herein.

### *Trading Duty Time*

Shift trading is not allowed for PRN and Substitute personnel.

### *Holiday Pay*

For Administrative Employees, MFPD adheres to the annual holiday schedule approved by the Monroe County Board of Commissioners for the County's employees. The holiday schedule for the following year will be made available to employees before the end of December each year. Holiday compensation is not counted against the employee's PTO.

Firefighters are scheduled to work their regular shifts on holidays starting at 0700 the calendar day of the holiday. Firefighters working a 24-hour shift will receive a holiday bonus of \$100.00 for working the following holidays: New Year's Day, Memorial Day, Good Friday, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve. Firefighters working less than 24 hours will receive the bonus pro-rated for actual time worked.

### *Life Insurance*

MFPD provides a term-life insurance policy as well as Accidental Death and Dismemberment insurance for all active members.

# MONROE FIRE PROTECTION DISTRICT

## *Employee Assistance Program*

The MFPD provides a First Responder Assistance Program for all members. Program representatives can be reached via phone at: 855-207-1747 or on the internet at: [www.providentins.com/frac](http://www.providentins.com/frac)

## **OFF DUTY EMPLOYMENT**

Any off-duty employment that reflects adversely on the MFPD or where an employee has the potential for conflict of interest is strictly prohibited. Employees shall not use their official position, badge, identification, or the name of the MFPD to solicit off duty employment.

Off duty employment is permitted with the following limitations:

1. Employees shall not be employed by places which directly include the running of, or participation in any illegal activity.
2. Employees shall not wear any item of identification which represents the MFPD while being employed off duty at places where alcoholic beverages are served or sold.
3. Employees shall not work off duty employment if that employment would prevent them from performing their MFPD duties effectively and to the best of their abilities.

## **PAYROLL**

All personnel are paid on a semi-monthly basis. Payroll dates are the 15<sup>th</sup> and 30<sup>th</sup> of each month or as close to those calendar days as practical.

In addition to regular semi-monthly payroll, PRN & Substitute employees of the MFPD will also receive EMS certification pay if qualified.

# VOLUNTEER PERSONNEL

# MONROE FIRE PROTECTION DISTRICT

## DEFINITIONS

A volunteer firefighter means a firefighter:

- a. Who has volunteered to assist, either without compensation or for nominal compensation in the fighting of all fires and providing emergency response with the MFPD.
- b. Who has made an application in writing for membership in the MFPD.
- c. Who by virtue of the application is elected or appointed to membership in the MFPD.
- d. Whose name has been entered upon the roster of firefighters that is kept by the MFPD, and that has at the time of his/her election and/or appointment has taken and signed a pledge to comply with all orders that are given by the Chief, or other officers in charge of the MFPD relative to any matter pertaining to the work of the MFPD per I.C. S36-8-12-2.

"District" means: The Board of Trustees and includes the Monroe Fire Protection District fire department.

"Association" means: The volunteer body, represented by the Monroe Fire Protection District Volunteers, Inc, a 501 (c) (3) corporation.

## PERSONAL PROTECTIVE EQUIPMENT

The MFPD shall provide each volunteer firefighter with personal firefighting and protective equipment (PPE). However, the exact nature of the equipment will vary according to the current regulations and common practices employed by the parties and subject to the availability of funding. All such equipment shall be appropriately maintained by the firefighters and returned to the MFPD in good serviceable condition upon request. Such property shall remain the property of the MFPD.

Firefighters who cause damage to the MFPD's property willfully or through negligence shall be personally liable for the cost of replacement. Damage caused by normal wear and through the performance of firefighting activities will be the responsibility of MFPD. Volunteer Firefighters are expected to utilize this gear to the fullest extent, including making it available at all times to respond to emergencies. Firefighters shall not respond to a scene or a fire station without their PPE. Firefighters responding to a fire station shall have their PPE readily available to respond to the next emergency response without delay.

## UNIFORMS

Volunteer personnel shall follow the uniform protocol as outlined herein. It is the responsibility of each volunteer to maintain issued uniforms and or equipment.

# MONROE FIRE PROTECTION DISTRICT

## ADMINISTRATION AND STAFFING

The Fire Chief or designee shall be responsible for the administration of personnel and fire stations, including assignment of duties, responsibilities, and work schedules. The Fire Chief or designee shall also be responsible for the discipline of personnel and settlement of personnel matters, subject to final approval from the District. The MFPD will provide records and personnel file storage for the Association.

## CHAIN OF COMMAND

Association firefighters will be under the direction and control of the Chief, Deputy Chief, and all Line Officers. All volunteer members will be required to adhere to MFPD rules, guidelines, policies, protocols, and procedures.

The Chain-of-Command may include members of the Association, recognized as line officers by the Chief and the MFPD. When no line officer is available, the highest-ranking firefighter shall assume command of the scene.

The MFPD shall maintain a copy of the MFPD guidelines, policies, protocols, and procedures for review by all firefighters at each station and online.

## TRAINING AND FIRE PREVENTION

Volunteer members of the MFPD shall comply with all issued MFPD training requirements.

The MFPD will provide the funding necessary to conduct firefighter training. The MFPD may provide financial assistance for travel and tuition to assist the volunteers in attending approved training, schools, and other fire, EMS, and rescue-related educational opportunities.

The Association shall provide personnel for an active fire prevention education program within the community in cooperation with the MFPD.

## PHYSICALS

The MFPD shall pay for state and federally required physical examinations and immunizations for volunteers. Each volunteer who is a hazardous material technician shall complete a physical exam by the 1st of December of each year, and all other volunteers as appropriate for the individual's scope of duties. 29 CFR 1910, NFPA 1582.

# MONROE FIRE PROTECTION DISTRICT

## VOLUNTEER BENEFITS

For all benefits, it is the volunteer's responsibility to update the administration within thirty (30) days of any changes which may affect their benefit coverage. Such changes include but are not limited to: address, beneficiary, or major life event (birth or adoption of a child, marriage, divorce, or death of a dependent).

The MFPD will procure group insurance coverage for the benefit of each volunteer in the amounts and coverages required by I.C. 36-8-12, including:

- a. Workers' Compensation insurance for medical treatment of injuries to a volunteer firefighter or an emergency medical technician while working in a volunteer capacity.
- b. Disability insurance for loss of income due to an injury incurred while engaged in Association or MFPD activities.
- c. Accidental death and dismemberment insurance.
- d. Liability coverage.

The MFPD shall pay the premiums for the following benefits that it agrees to provide for qualifying and active volunteers, including:

- a. Length of Service Award Program (LOSAP) provides lifetime monthly retirement income upon qualification.
- b. Life insurance.
- c. Membership fees for The Indiana Volunteer Firefighters Association.

A volunteer is considered to be "on duty" and is therefore insured when:

- a. Participating in any activity of the Association or an MFPD activity.
- b. Responding to an emergency in any jurisdiction when dispatched under state or county mutual aid agreement in an effort to save lives, property, or environment.
- c. Responding to emergencies with any emergency service provider for the purpose of training.

Volunteer members shall provide proof of auto insurance, for at least the minimum amount required by Indiana law, for all private vehicles used while fulfilling their functions as volunteers, and shall provide a valid driver's license to the administration, when requested by MFPD, up to twice a year.

Volunteer members have 30 calendar days from the request date to provide the information to the administration.

In order to participate in firefighting activities, proof of current auto insurance and a valid driver's license must be on file at the MFPD office.

# GENERAL ORDERS & OPERATIONS

# MONROE FIRE PROTECTION DISTRICT

## **COMPLETION OF REPORTS**

The MFPD shall maintain compliance with all federal, state and local reporting requirements. In addition, the MFPD shall complete and maintain records in a systemic and organized manner in support of the mission of the MFPD.

## **PHYSICAL FITNESS**

Physical fitness training is an essential part of maintaining a healthy lifestyle both emotionally and physically. All MFPD personnel including: Firefighters, Officers and operational staff positions shall participate in the MFPD wide physical fitness program. All operational members of the MFPD shall successfully complete an annual work performance evaluation.

## **PROGRESSIVE DISCIPLINE**

The purpose of the disciplinary process is to provide a comprehensive and consistent format for the fair and equitable management of MFPD disciplinary matters. Discipline is an essential element to assure proper functioning of the MFPD and thereby provide the best possible service to the community.

All members of the MFPD are charged with the responsibility of enforcing the rules and regulations and ensuring compliance with the guidelines, policies, and procedures of the MFPD.

Records of all disciplinary actions shall be placed in the disciplined members personnel file and are to remain there permanently.

Probationary firefighters serve at the pleasure of the MFPD. A firefighter having satisfactorily completed their probationary year shall not be reprimanded, demoted, suspended, or discharged without just cause.

Disciplinary action within the department shall be based on one or more of the following infractions but not limited to:

1. Violation of rules
2. Neglect
3. Disobedience of orders
4. Absence without leave / excessive tardiness
5. Conduct unbecoming a firefighter
6. Furnishing information to an applicant for appointment or promotion that gives that person an advantage over another applicant
7. Act of Discrimination / Harassment / Bullying
8. Actions which jeopardize safety of a member(s) or the public
9. Damage of equipment or apparatus resulting from misuse.

Disciplinary action may be imposed upon any member for failing to fulfill their responsibility as an employee. Conduct reflecting discredit upon the MFPD or conduct which is a direct hindrance

## MONROE FIRE PROTECTION DISTRICT

to the effective performance of MFPD functions shall be considered just cause for disciplinary action.

### *Investigation of Personnel Matters*

Upon receipt of a complaint, the Chief or designee shall investigate all aspects of the complaint. During the investigation, every reasonable effort will be made to maintain the confidentiality of the source report and the particulars of the investigation.

There will be no reprisals or retaliation taken against any employee who reports, **in good faith**, a suspected or known violation. Any employee who engages in retaliatory behavior towards a real or suspected reporter will be subject to this progressive discipline policy up to and including immediate termination.

Employees are expected to cooperate with investigations by providing truthful accounts and relevant documentation in response to investigator questions and related information requests. Employees who fail to cooperate, or otherwise impede an internal investigation may be subject to disciplinary action in accordance with this progressive discipline policy.

### *Garrity Rule*

When a member of the MFPD is interviewed as part of an investigation and has been charged with a crime or may have committed a crime, the MFPD will provide a Garrity disclaimer when legally required.

### *Progressive Discipline*

The goal of progressive discipline is to correct behavior and to produce efficient MFPD operations. The process involves three (3) levels:

1. Written reprimand
2. Suspension from duty / demotion if appointed as an officer
3. Discharge

When necessary, charges shall be filed against a member as soon as the Commanding Officer has made every effort to establish that there is sufficient evidence of a violation of departmental policy, procedures, or guidelines. If a commanding officer has reason to discipline a member, the officer shall make reasonable efforts to impose such discipline in a manner that will not embarrass or humiliate the member before other members or the public.

It is not necessary that all disciplinary matters enter the process at the written reprimand level. In fact, a serious breach of discipline may result in an immediate suspension from duty and charges being filed with the Fire Chief with a recommendation the member be discharged from the MFPD.

Immediate suspension from duty followed by discharge may be warranted in, but not limited to, the following situations:

1. Drinking alcoholic beverages while on duty
2. Intoxication while on duty
3. Under the influence of liquor, non-prescribed drugs or other concoction or compound that renders the firefighter unfit for duty
4. Falsifying of time or other official documents

## MONROE FIRE PROTECTION DISTRICT

5. Fighting or violent offense
6. Major damage resulting from misuse or unsafe practice of MFPD apparatus or equipment.
7. Conviction of a felony or
  - a. Offense against a child or sexual offense
  - b. Manufacturing or dealing drugs
  - c. Theft, burglary, or illegal residential entry

### *Appeals Process*

Members may request an appeal of their disciplinary action by filing a written appeal within ten (10) days with the Fire Chief. If the appeal is the result of disciplinary action on behalf of the Fire Chief, the written appeal must be submitted to the Chair of the Monroe Fire Protection District Board of Trustees.

### **GRIEVANCE PROCESS**

A grievance is a written allegation by a member, submitted as herein specified, claiming unfair or discriminatory practices, or working conditions. All members, including probationary members, are entitled to all rights and provisions specified in this guideline.

Failure of MFPD representatives to comply with the time limits specified in this procedure shall entitle the grievant to appeal to the next level of review. Failure of the grievant to comply with the time limits specified in this procedure shall constitute abandonment of the grievance. The parties involved may extend time limits by mutual written agreement in advance.

It is the responsibility of the member who believes they have a legitimate complaint to promptly inform and discuss it with their immediate supervisor. This provides a good faith opportunity for the matter to be handled informally and expeditiously at the lowest possible organizational level. Any such conversation shall be properly documented by the supervisor.

If an informal discussion does not resolve the problem to the members satisfaction, and if the complaint constitutes a grievance as herein defined, the member may file a formal grievance in accordance with the following guideline:

1. The member shall state the grievance in writing. The member must sign the "Grievance".
2. The member shall personally submit the "Grievance Report" to their labor representative within 72 hours of the initial commencement of the occurrence being grieved.
3. Either party may then request that a meeting be held concerning the grievance or they may mutually agree that no meeting be held.
4. The Fire Chief shall, within 72 hours of receiving the written grievance or of the meeting, whichever is later, submit a response to the grievance, to the employee.
5. If the Fire Chief's response is acceptable, the member shall sign the "Grievance Report", as such, and return it to the Fire Chief.
6. If the Fire Chief's response resolves the grievance, the Fire Chief shall make four (4) copies of the grievance and submit one copy to the:

## MONROE FIRE PROTECTION DISTRICT

- a. Fire Chief
  - b. Battalion Chief
  - c. Company Officer
  - d. The member and their labor management filing the grievance
7. If the Fire Chief's response does not result in resolution of the grievance, the member shall sign the report as such, and proceed to the next step within five (5) calendar days of receiving the Fire Chief's response.
  8. The Fire Chief shall place a copy of the "Grievance Report" in the filing member's personnel file where it will become a permanent part of the member's file.
  9. The Fire Chief shall review the "Grievance Report" within ten (10) calendar days of receiving the review request and submit his response to the grievant.
  10. The Fire Chief may, at their discretion, hold a hearing during this review.
  11. The decision of the Fire Chief on grievance matters shall be final and binding.
  12. The Fire Chief shall produce their findings and decisions in writing and submit a copy to the grievant. The Fire Chief shall enter a copy of the final resolution into the grievant personnel file where it will become a permanent part of that file.

### **PERMANENT MEDICAL FILE**

A permanent and confidential medical file will be created and maintained for each member of the MFPD. The MFPD shall maintain these files in compliance with all federal, state and local reporting requirements.

### **RIDE OUT OF NON-MFPD PERSONNEL**

Some Non-MFPD personnel are eligible to ride out with on duty staff. The following guide establishes MFPD policy pertaining to the Ride-Out of Non-MFPD personnel:

1. Students during their studies and affiliated with an approved institution shall be allowed to observe and participate up to the level they have been trained.
2. Outside Public Safety personnel may observe or ride out with the approval of the Fire Chief.
3. General members of the Public may be allowed at the discretion of the Fire Chief.

### **MINIMUM STAFFING**

It is the responsibility of the MFPD Battalion Chiefs to ensure daily staffing levels at each station are sufficient. To ensure that required staffing levels are met, the following rules are to be followed:

1. There shall be a minimum of one (1) senior Chief officer available daily
2. There shall be one (1) Battalion Chief on duty daily

## MONROE FIRE PROTECTION DISTRICT

3. There shall be one officer on duty at each MFPD Station (where applicable, the Company Officer and Sergeant may not be off at the same time. Trading of time does not validate an exception.)
4. There shall be one driver at each MFPD station
5. A maximum of 8 personnel may be scheduled off

Minimum staffing at the MFPD Stations will adhere to the following template:

1. Station 21 – 4 personnel
2. Station 22 – 4 personnel
3. Station 23 – 2 personnel
4. Station 24 – 2 personnel
5. Station 25 – 4 personnel
6. Station 26 – 2 personnel
7. Station 29 – 4 personnel
8. Station 39 – 3 personnel

### *48 Hour Rule*

To ensure safety of personnel and operations, MFPD personnel may not work more than 48 consecutive hours of shift work. This includes, but is not limited to, scheduled shift time, trade time, and overtime. A minimum 12-hour break is required after working 48 consecutive duty hours.

Under extenuating circumstances, individuals may be required to work more than 48 hours with approval of the Fire Chief or designee.

# **Monroe Fire Protection District Bylaws**

Adopted by the Monroe Fire Protection District Board of Fire Trustees at its regular meeting on September 16, 2021

Amended: March 9, 2022 by the Monroe Fire Protection District Board of Fire Trustees at its regular meeting

Amended: December 14, 2022 by the Monroe Fire Protection District Board of Fire Trustees at its regular meeting

## ARTICLE I: DEFINITIONS

### 1.0 - DEFINITIONS

As used in the Board's bylaws and policies, the following terms shall have the meaning set forth below:

**Board:** The Board of Fire Trustees of the Monroe Fire Protection District, which is created by IC 36-8-11.

**Bylaw:** A rule of the Board for its own governance adopted by a Board vote at a meeting.

**Chair:** An officer of the Board who, as part of his duties, presides over its meetings and has such other duties as may be defined by the Board's bylaws and policies and applicable law.

**District:** The Monroe Fire Protection District.

**Due Process:** Procedural due process requires an established rule or standard, notice of facts of an alleged violation and the applicable rule or standard (accusation), and an opportunity to respond before a decision is made.

**Fiscal Officer:** A bonded officer of the Board charged with the faithful receipt and disbursement of the funds of the district. (IC 36-8-11-2)

**Full Board:** All Trustees of the Board.

**May:** A statement providing that an action is permitted but not required.

**Meeting:** A gathering of the majority of the Trustees of the Board for the purpose of taking "official action" on "public business" of the District. IC 5-14-1.5-2(c), (d), and (e).

**Official Action:** Board action to receive information, deliberate, make recommendations, establish policy, make decisions, or take final action. IC 5-14-1.5-2(d).

**Policy:** A general, written statement approved by the Board which defines its expectations or position on a particular matter and authorizes appropriate action that must or may be taken to establish and/or maintain those expectations.

Public Business: The performance by the Board of a function upon which it is specifically authorized to take official action, or not statutorily prohibited from performing. IC 5-14-1.5-2(e), IC 36-8-11.

Quorum: A majority of the Board of Fire Trustees. IC 36-8-11-14.

Shall: Expressing non-discretionary required action or action, synonymous with "will" or "must".

Trustee: Each member of the Board of Fire Trustees.

Vice-Chair: An officer of the Board who presides over its meetings in the absence of the Chair and has such other duties as may be defined by the Board's bylaws and policies and applicable law.

Voting: An action by which a Trustee indicates approval or rejection of a motion by a Trustee that has been seconded by another Trustee at a meeting convened in compliance with all applicable laws including the Indiana Open Door Law (IC 5-14-1.5).

## **ARTICLE II: BOARD ORGANIZATION**

### **2.1 - NAME**

The governing body of this District shall be known officially as the Board of Fire Trustees of the Monroe Fire Protection District.

### **2.2 - PURPOSE**

The Board exists for the purpose of governing the system for providing fire protection services to the District.

### **2.3 - BOUNDARIES**

The boundaries of the District shall be the unincorporated areas of Perry Township, Clear Creek Township, Indian Creek Township, Van Buren Township, Bloomington Township, Washington Township, and Benton Township in Monroe County, Indiana, defined by the Monroe County Board of Commissioners as being part of the District.

### **2.4 - ADDRESS**

The official address of the District is its headquarters, 3953 S. Kennedy Dr., Bloomington IN, 47401.

### **2.5 - NUMBER OF TRUSTEES**

As adopted by ordinance of the Monroe County Commissioners, the Board shall consist of seven (7) Trustees; one from Perry Township, one from Clear Creek Township, one from Indian Creek Township, one from Van Buren Township, ~~and~~ one from Bloomington Township; one from Benton Township; and one from Washington Township. IC 36-8-11-12.

## **2.6 - APPOINTMENT OF TRUSTEES AND ELIGIBILITY TO SERVE**

Trustees of the Board shall be qualified and appointed in accordance with Ind. Code 36-8-11 and the organizing ordinances of the Monroe County Commissioners. In accordance with Ind. Code 36-8-11-12, a person who:

- (1) is a party to a contract with the district; or
- (2) is a member, an employee, a director, or a shareholder of any corporation or association that has a contract with the District;

may not be appointed or serve as a trustee. The trustees must be qualified by knowledge and experience in matters pertaining to fire protection and related activities in the District.

If a vacancy occurs on the board, the Monroe County Commissioners shall appoint a trustee who is qualified for the unexpired term.

## **2.7 - TERM**

The term of each Trustee shall be four (4) years. IC 36-8-11-12.

## **2.8 - OATH**

Each newly-appointed and re-appointed Trustee shall take an oath of office administered by a notary public or other qualified person not later than thirty (30) days after the beginning of the term of office to which the Trustee was appointed. IC 5-4-1-1.

The oath must be signed by the Trustee and the person who administers it and filed in the Monroe Circuit Court Clerk's Office.

## **2.9 - COMPENSATION**

As compensation for their services, each trustee may receive not more than one hundred dollars (\$100) a day for each day devoted to the work of the District. In addition, each trustee may be reimbursed for actual expenses, including traveling expenses at a rate equivalent to that provided by statute for state employees. Claims for expense reimbursement must be accompanied by an itemized written statement and approved by a recorded motion of the Board. (IC 36-8-11-14)

## **2.10 - OFFICERS**

The Board shall elect from its Trustees a Chair, Vice-Chair, and a Fiscal Officer all of whom are separate Trustees. (IC 36-8-11-14)

Election of officers shall be by a majority of the Trustees. Where no such majority exists on the first vote, a second vote shall be cast for the two (2) candidates who received the greatest number of votes.

Officers shall serve for one year and until their respective successors are elected and shall qualify. An officer may be removed from their officer position for cause by a majority vote of the full Board. The Board shall fill a vacancy in either office within thirty (30) days of the occurrence of the vacancy.

## **ARTICLE III: BOARD POWERS AND DUTIES**

### **3.1 - BOARD POWERS**

The Board shall have all the powers granted to it by Indiana Code 36-8-11 and, as permitted by applicable law, these Bylaws.

### **3.2 - BYLAWS AND POLICIES**

The Board shall adopt bylaws and policies for the organization and operation of this Board and the District.

The bylaws and policies may be adopted, amended, and repealed at any meeting of the Board, provided the proposed adoption, amendment, or repeal shall have been proposed at a previous Board meeting and, once proposed, shall have remained on the agenda of each succeeding Board meeting until approved or rejected, except that the Board may upon a vote and where compelling reasons exist, cause to suspend at any time the operation of a bylaw or policy herein contained, provided the suspension does not conflict with law, and such suspension shall terminate at the next meeting of the Board or at such earlier time as is specified in the motion to suspend.

These bylaws and policies may be adopted or amended at a single meeting of the Board in an emergency. An emergency shall be defined for purposes of this rule as any situation or set of circumstances which the Board has reason to believe will negatively impact the District's ability to provide fire services or jeopardize the safety or welfare of the District's citizens or employees of the District.

Any resolution adopted under emergency conditions shall expire automatically at the first public meeting of the Board following the abatement of the emergency unless the Board moves to adopt said resolution in final form.

Bylaws shall be adopted, amended, repealed, or suspended by a positive vote of the majority of Trustees. Policies shall be adopted, amended, or repealed by a positive vote of majority of Trustees.

The adoption, modification, repeal, or suspension of a Board bylaw or policy shall be recorded in the minutes of the Board.

The parliamentary authority governing the Board shall be Rosenberg's Rules of Order in all cases in which it is not inconsistent with statute, administrative code, or these bylaws.

### **3.3 - SELECTION OF A FIRE CHIEF**

The Board shall exercise its executive power in part by the appointment of a Fire Chief who shall enforce the statutes of the State of Indiana, the policies of this Board, and any standard operating procedures of the District.

### **3.4 - FIRE CHIEF AUTHORITY**

The Fire Chief shall consult with the Board with regard to the development and/or revision of policies.

The Fire Chief shall prepare standard operating guidelines for the administration of the District that are consistent with statutes and/or the policies of this Board.

Such standard operating guidelines shall be binding on the employees of the District when issued.

The Fire Chief shall be delegated the authority to take necessary action in circumstances not provided for in Board policy, provided that such action shall be reported to the Board at the next meeting following such action.

### **3.5 - JUDICIAL**

The Board may assume jurisdiction over any dispute or controversy arising within this District and concerning any matter in which authority has been vested in the Board by statute, rule, a contract, or policy of this Board.

In furtherance of its adjudicatory function, the Board may hold hearings which shall offer the parties to a dispute, on notice duly given, a fair and impartial forum for the resolution of the matter.

Beyond the basic requirements of due process, a hearing may vary in form and content in line with the severity of the consequences which may flow from it, the degree of difficulty of establishing findings of fact from conflicting evidence, the impact of the Board's decision on the District, and any statutory or regulatory requirements.

In order to provide a fair hearing for the parties to a matter to be adjudicated by the Board, Trustees shall be impartial in such matters and capable of making a decision based solely upon the evidence presented by the parties. Therefore, Trustees shall not conduct or participate in any investigation of the facts in such matters; collect, evaluate, or review the facts of the matter prior to presentation of the facts to the Board; or form or express an opinion not subject to change on any aspect of the pending matter. A Trustee's mere personal knowledge shall not automatically disqualify the Trustee from participating in the matter.

If a Trustee testifies concerning a material fact in dispute, has a personal interest in the matter under consideration, has participated in the gathering of evidence or the formulation of strategy, or has expressed an opinion on one or more material facts in dispute, that Trustee shall not participate in the Board's consideration of the matter or vote in the matter, unless the Trustee certifies and declares to the parties in the matter and to the Board that s/he is capable of resolving the matter based solely on the evidence presented to the Board. If a Trustee is unable to make this certification, the Trustee shall voluntarily recuse himself/herself and shall participate in any evidentiary hearing, discussion, or vote in the matter.

### **3.6 - PUBLIC EXPRESSIONS OF TRUSTEES**

The Board Chair functions as the official spokesperson for the Board.

From time-to-time, however, individual Trustees make public statements on District matters to local media or to local and/or state officials. Sometimes the statements imply, or the readers (listeners) infer, that the opinions expressed or statements made are the official positions of the Board. The misunderstandings that can result from these incidents can embarrass both the Trustee and the Board. Therefore, Trustees should, when writing or speaking on District matters to the media, legislators, and other officials, make it clear that their views do not necessarily reflect the views of the Board or of their colleagues on the Board.

A. This bylaw shall apply to all statements and/or writings by individual Trustees not explicitly sanctioned by a majority of its Trustees, except as follows:

1. correspondence, such as legislative proposals, when the Trustee has received official guidance from the Board on the matters discussed in the letter
2. routine, not for publication, correspondence of the Fire Chief and other Board employees
3. routine "thank you" letters of the Chair of the Board
4. statements by Trustees on non-District matters (providing the statements do not identify the author as a Trustee of the Board)
5. personal statements not intended for publication

B. Copies of this bylaw may be sent to local media by the Fire Chief.

### **3.7 - CONFLICTS**

Trustees shall utilize the authority of their position solely for the benefit of the District. To this end:

A. Conflict of Interest Disclosure

If a Trustee or a spouse or dependent has a pecuniary interest in a contract or purchase to be approved by the Board, or a Trustee or a spouse or dependent will profit from a contract or purchase to be approved by the Board, the Trustee shall submit a written Conflicts of Interest disclosure on State Board of Accounts Form 236.

When a Trustee makes a Conflicts of Interest disclosure as provided above, the disclosure shall be submitted for approval by the Board before the Board considers approval of the contract or purchase addressed in the disclosure, provided the contract or purchase will be funded entirely by funds other than those received from a Federal grant or award.

The Trustee shall not participate in the discussion or vote on the acceptance of his/her disclosure or approval of the contract or purchase, and the role played by this Trustee shall be described in the minutes of the meeting.

A written conflict of interest disclosure on State Board of Accounts Form 236 that is approved by the Board shall be filed by the Fire Chief with the State Board of Accounts and the Monroe County Circuit Court Clerk's office within fifteen (15) calendar days after approval by the Board. IC 35-44.1 -1-4

#### B. Profiteering From Public Service

For one (1) year after leaving the Board, a Trustee of the Board shall not obtain a pecuniary interest in any contract or purchase which was approved by the Board during his/her Board service unless the former Trustee:

1. was screened from any participation in the contract or purchase
2. has not and will not receive a part of any profit from the contract or purchase by the Board; and
3. promptly gives notice to the Board of his/her interest in the contract or purchase.

This limitation does not apply if the Trustee receives less than \$250.00 of the profits from the contract or purchase.

#### **3.8 - GIFTS**

A Trustee or a District employee making a recommendation to the Board on a matter to be considered by the Board shall not accept a gift or gratuity from a person or entity having a substantial personal or pecuniary interest in the Board's decision on the matter in accordance with the restrictions and provisions of IC 35-44.1-1-2.

A Trustee who has accepted a gift or gratuity from a person or entity having a substantial personal or pecuniary interest in the Board's decision may return the gift or gratuity or its value to the source and thereafter participate in the process of consideration of the matter, and the Board vote on the matter.

If a Trustee taking part in evaluating a proposal to be considered by the Board, or a dependent of that Trustee, has accepted a gift or gratuity from a person or entity having a substantial personal or pecuniary interest in the Board's decision, the Trustee shall abstain from all involvement in the formulation of a recommendation to the Board, Board discussion on the matter, and the Board vote on the matter.

### **3.9 - USE OF ELECTRONIC MAIL**

Under no circumstances shall Trustees use email to discuss among themselves Board business that is only to be discussed in an open meeting of the Board, is part of an executive session, or could be considered an invasion of privacy if the message were to be monitored by another party.

Email messages to and from Trustees may be subject to production in response to an Indiana Access to Public Records Act ("APRA") request.

## **ARTICLE IV: BOARD MEETINGS**

### **4.1 - ORGANIZATIONAL MEETING**

The Board shall organize annually in January at a meeting held in accordance with law. The meeting shall be called to order by the ranking officer of the preceding Board who shall serve as presiding officer until the election of the Chair.

The Board shall, at its first meeting of the year:

- A. Elect a chair, vice chair, and fiscal officer, each of whom is a different Trustee. (36-8-11-14)
- B. Appoint a secretary of the Board and of the District who is a person, other than the Fire Chief, who is not a Trustee of the Board.
- C. Fix a time for holding regular meetings, which shall occur at least once in the months of January, April, July, and October. (IC 26-8-11-13)

### **4.2 - COMMITTEES**

Committees appointed directly by the Board or the Chair shall constitute a "governing body" as defined in the Open Door Law. IC 5-14-1.5-2. When specifically charged to do so by the Board or Chair, a committee shall conduct studies, receive information, make recommendations to the Board, and act in an advisory capacity, but shall not take action on behalf of the Board.

Meetings of committees appointed directly by the Board or its Chair and given authority to take official action upon public business are subject to the Open Door Law and shall give notice of meetings and hold public meetings as required by that statute. "Official action" includes receiving information, deliberating, and making recommendations. A committee subject to the Open Door Law shall keep minutes of its meetings.

Meetings of committees appointed by the Fire Chief that report to the Fire Chief shall not be subject to the Open Door Law, but records of committees appointed by the Fire Chief shall be subject to the Access to Public Records Act.

#### **4.3 - QUORUM**

A majority of the Trustees shall constitute a quorum (IC 36-8-11-14), and no official action shall be conducted in the absence of a quorum.

#### **4.4 - REGULAR MEETINGS**

The Board shall hold a meeting on a date and at a time and place determined annually by the Board.

In the event the date, time, or place of a meeting needs to be changed, which change is in the best interest of the Board and/or the District, such change may be made by action of the Board, provided that the proper notice is given.

#### **4.5 - SPECIAL MEETINGS**

Special meetings of the Board may be called by the Chair or any two (2) Trustees, provided there is compliance with the notice provision of these Bylaws. (IC 36-8-11-13)

#### **4.6 - EMERGENCY MEETINGS**

In the event of a severe and imminent threat to the health, safety, or welfare of the District, its employees, or citizens, any Trustee of the Board, or the Fire Chief may call an emergency session if it can be shown that delay would be detrimental to efforts to lessen or respond to the threat. No formal notice to Trustees of any emergency meeting shall be required, but the press and public shall be notified.

#### **4.7 - MEETING OF THE BOARD DEFINED**

As used in these by-laws, "meeting" means a gathering of a majority of Trustees for the purpose of taking "official action" as defined at IC 5-14-1.5-2(d) on public business. The term "meeting" does not include any exception set forth in statute, including the following:

- A. A social or chance gathering not intended to avoid the principles of the Indiana Open Door law set forth in IC 5-14-1.5-1.
- B. An on-site inspection of a project, program, or facility of applicants for incentives or assistance from the Board.

- C. Traveling to and attending meetings of organizations devoted to betterment of government.
- D. A caucus.
- E. A gathering to discuss an industrial or a commercial prospect that does not include a conclusion as to recommendations, policy, decisions, or final action on the terms of a request or an offer of public financial resources.
- F. An orientation of Trustees of the Board on their role and responsibilities as public officials, but not for any other official action.
- G. A gathering of Trustees for the sole purpose of administering the oath of office to a Trustee or Trustees.

#### **4.8 - EXECUTIVE SESSION**

The Board may meet in an executive session, one closed to the public (except the Board may admit those persons determined to be necessary to carry out the purpose of the executive session) after giving proper notice, for any reason authorized by statute, including the following purposes:

- A. where authorized by Federal or State statute.
- B. discussion of strategy with respect to 1) initiation of litigation or litigation which is pending or has been threatened in writing, 2) implementation of security systems, or 3) a real property transaction, including a purchase, a lease as a lessor, a lease as a lessee, a transfer, an exchange or a sale by the governing body, up to the time a contract or option is executed by the parties.
- C. to receive information about, and interview, prospective employees.
- D. with respect to any individual over whom the Board has jurisdiction, receive information concerning the individual's alleged misconduct, and to discuss, prior to determination, that individual's status as an employee.
- E. discussion of records classified as confidential by Federal or State statute.
- F. discussion of an employee's job performance evaluation.

- G. when considering the appointment of a public official, to develop a list of prospective appointees, to consider applications and make one (1) initial exclusion of prospective appointees from further consideration.

(IC 5-14-1.5-6.1)

A final action must be taken at a meeting open to the public.

In keeping with the confidential nature of executive sessions, no Trustee of the Board shall disclose the content of discussions that take place during such sessions.

#### **4.9 - SERIES OF MEETINGS (GATHERINGS)**

Trustees of the Board may not participate in a series of meetings (gatherings) if the series consists of at least two (2) gatherings and the series of gatherings meets all of the following criteria:

- A. one (1) of the gatherings is attended by at least three (3) Trustees but less than a quorum and the other gathering includes at least two (2) Trustees.
- B. the sum of the number of different Trustees attending any of the gatherings at least equals a quorum of the Board.
- C. all gatherings concern the same subject matter and are held within a period of not more than seven (7) consecutive days.
- D. the gatherings are held to take official action on public business.

A Trustee attends a gathering if the Trustee is present at the gathering in person or if the Trustee participates in the gathering by telephone or other electronic means, excluding electronic mail. (IC 5-14-1.5-3.1)

### **ARTICLE V: CONDUCT OF MEETINGS**

#### **5.1 - PRESIDING OFFICER**

The Chair shall preside at all meetings of the Board. In the absence, disability, or disqualification of the Chair, the Vice-Chair shall act in the Chair's stead; if neither person is available, the Fiscal Officer shall preside at the meetings of the Board.

#### **5.2 - AGENDA**

The Fire Chief shall prepare and submit to each Trustee a written agenda prior to each regular meeting and each special meeting, unless otherwise directed by the Board. The

agenda shall list the various matters to come before the Board and shall serve as a guide for the order of procedure for the meeting.

Individual Trustees may include items on the agenda upon the concurrence of the Board Chair.

The agenda of each regular meeting shall be emailed, mailed or delivered to each Trustee so as to provide proper time for the member to study the agenda.

Prior to the meeting, a copy of the agenda shall be posted at the entrance to the meeting location. IC 5-14-1.5-4.

The Board shall transact business according to the agenda prepared by the Fire Chief and submitted to all Trustees in advance of the meeting. The order of business may be suspended or modified at any meeting by a majority vote of the Trustees present.

### **5.3 - VOTING**

All regular and those special meetings of the Board at which the Board is authorized to take official action shall be conducted in compliance with the Indiana Open Door Law IC 5-14-1.5. No act shall be valid unless approved at a public meeting of the Board by a majority vote of the Trustees and a proper record made of the vote. (IC 36-8-11-14)

A Trustee who is not physically present at a meeting of the Board, but who communicates with the other Trustees during the meeting by telephone, computer, videoconferencing, or any other electronic means of communication that permits the Trustee to simultaneously communicate with the other Trustees and allows the public to simultaneously attend and observe the meeting, may participate in any Board discussion and is considered to be present at the meeting for purposes of establishing a quorum provided the following conditions are met:

1. At least fifty percent (50%) of the Trustees must be physically present at the location where the meeting is conducted.
2. The minutes of the meeting must state the following: The name of each Trustee who was physically present at the location where the meeting was conducted; the name of the Trustee(s) who participated in the meeting by the use of any electronic means of communication; and the name of the Trustee(s) who was absent.
3. The minutes of the meeting must identify the following: Electronic means of communication by which the Trustee(s) participated during the meeting; the electronic means of communication by which the public

attended and observed the meeting, if the meeting was not held in executive session.

4. All votes of the Board who are either physically present or attending by electronic communication must be taken by roll call vote.

Any Trustee participating in a meeting electronically may participate in any final action taken at the meeting only if the Trustee can be seen and heard.

A Trustee may not electronically attend more than fifty percent (50%) of the meetings in each calendar year unless the electronic participation is due to:

1. military service;
2. illness or other medical condition;
3. death of a relative; or
4. an emergency involving actual or threatened injury to persons or property.

A Trustee may attend two (2) consecutive meetings (a set of meetings) by electronic communication, but must physically attend at least one (1) meeting between sets of meetings attended electronically unless the electronic participation is due to:

1. military service;
2. illness or other medical condition;
3. death of a relative; or
4. an emergency involving actual or threatened injury to persons or property.

A Trustee may not participate in a meeting electronically if the meeting involves final action to:

1. adopt a budget;
2. make a reduction in personnel;
3. initiate a referendum;
4. establish or increase a fee;
5. establish or increase a penalty;
6. establish, raise, or renew a tax; or
7. use the governing body's eminent domain authority

Abstentions shall not be counted as votes, but shall be recorded in the minutes of a meeting and are deemed to acquiesce in the outcome of the vote. In situations in which a specific number of affirmative votes are required and abstentions have been recorded, the motion shall fail if the specified number of affirmative votes have not been cast. In the case of a tie vote in which a Trustee abstains, the motion shall fail for lack of a majority.

All actions requiring a vote may be conducted by voice, show of hands, or roll call provided that the vote of each Trustee be recorded. Proxy voting shall not be permitted. Any Trustee may request that the Board be polled.

#### **5.4 - PUBLIC PARTICIPATION AT BOARD MEETINGS**

The Board recognizes the value of public comment on educational issues and the importance of allowing members of the public to express themselves on District matters.

To permit fair and orderly public expression, the Board may provide a period for public participation at every regular meeting of the Board and publish procedures to govern such participation in Board meetings.

The presiding officer of each Board meeting at which public participation is permitted shall administer the procedures of the Board for its conduct.

The presiding officer shall be guided by the following rules:

- A. Public participation shall be permitted as indicated on the order of business and at the discretion of the presiding officer.
- B. Participants must be recognized by the presiding officer and must preface their comments by an announcement of their name and group affiliation, if and when appropriate.
- C. Patron comments are limited to three (3) minutes per spokesperson for a total of thirty (30) minutes.
- D. The presiding officer may:
  - 1. prohibit public comments which are frivolous, repetitive, or harassing;
  - 2. interrupt, warn, or terminate a person's statement when the statement is too lengthy, personally directed, abusive, obscene, or irrelevant;
  - 3. request any individual to leave the meeting when that person behaves in a manner that is disruptive of the orderly conduct of the meeting;
  - 4. request the assistance of law enforcement officers in the removal of a disorderly person when that person's conduct interferes with the orderly

progress of the meeting;

5. call for a recess or an adjournment to another time when the lack of public decorum so interferes with the orderly conduct of the meeting as to warrant such action;
6. waive these rules.

E. Tape or video recordings are permitted, providing the person operating the recorder has given notice prior to the Board meeting and has agreed to abide by the following conditions:

1. No obstructions are created between the Board and the audience.
2. No interviews are conducted during the Board meeting.
3. No commentary is made that would distract either the Board or members of the audience.

### **5.5 - ADJOURNMENT**

The Board may at any time recess or adjourn to an adjourned meeting at a time, date, and place announced before the adjournment takes place. The adjourned meeting shall take up its business at the point in the agenda where the motion to adjourn was acted upon. However, a meeting may not be recessed or adjourned for the purpose of conducting an executive session.

### **5.6 - MEETING MINUTES**

The Board shall designate a person to keep minutes of each meeting showing the date, time, place, any decisions made at a meeting open to the public, and the purpose or purposes for which an executive session is called. The minutes shall also state the name of each Trustee who was physically present at the meeting, was not present at the meeting but participated by using a form of communication described in Bylaws, or was absent. (IC 5-14-1.5-4) These minutes must be approved by the Board at the next regular meeting. The minutes shall include all votes taken at the meeting. Proposed minutes shall be available for public inspection upon request within a reasonable period of time after the meeting to which the minutes refer. (IC 5-14-1.5-4) Approved minutes shall be available for public inspection not later than five (5) business days after the meeting at which the minutes are approved. The minutes shall be available for inspection at the District's headquarters and/or the District's website.

The minutes shall show the general substance of all matters proposed, discussed, or decided and a record of all votes taken, by individual, if there is a roll call.

The minutes of an executive session shall show the date, time, and place of the session; the Trustees either present or absent; and the identification of the subject matter considered by specific reference to the enumerated instance(s) for which public notice was given. The Board shall certify in the minutes that it discussed no subject matter in the executive session other than the subject matter specified in the public notice.

## **ARTICLE VI: NOTICE OF BOARD MEETINGS**

### **6.1 - NOTICE OF BOARD MEETINGS**

The Board will give notice of regular, special, and emergency Board meetings to Trustees, news media, and the general public in compliance with Indiana law on the organization and operation of the governing body of a District and the Open Door Law.

As used in these bylaws, "legal holiday" means a day listed in I.C. 1-1-9-1.

### **6.2 - NOTICE OF REGULAR MEETINGS**

As used in this bylaw, "regular meeting" means a meeting of the Board held in compliance with a schedule of meetings approved by the Board at its annual organizational meeting. Notice need not be given to a Trustee for holding or taking any action at a regular meeting. (IC 5-14-1.5-5)

Public notice of regular Board meetings will be given only once a year by posting a copy of the notice at the District headquarters and delivering notice to all news media which submit an annual written request for such notice for the next calendar year to the Board on or before December 31 of the preceding calendar year. (IC 5-14-1.5-5)

In addition to notice of regular meetings to the news media, the Board shall give public notice to persons who give the Board a written request for notice of meetings not later than December 31 of the preceding calendar year. The Board shall give this notice by email or by publishing notice of regular meetings on the Board's Internet website at least forty-eight (48) hours in advance of the meeting excluding Saturdays, Sundays, and legal holidays. (IC 5-14-1.5-5)

**Changes in the Date, Time, or Place of a Regular Meeting and Notice Required;  
Notice of Executive Sessions and Reconvened Meetings**

Additional notice of a regular meeting shall be given by the Board if the date, time, or place of a regular meeting is changed. Notice to the public of a change in the date, time, or place of a regular Board meeting, executive session, or any rescheduled or reconvened meeting shall be given at least forty-eight (48) hours (excluding Saturdays, Sundays, and legal holidays) before the meeting is to convene by posting a copy of the notice at the District headquarters and the meeting location, if different from the headquarters, and delivering notice to all news media which submit an annual written request for such notice for the next calendar year to the Board on or before December 31st of the preceding calendar year. (IC 5-14-1.5-5) With the exception of executive sessions, this requirement does not apply to reconvened meetings where announcement of the date, time, and place of the reconvened meeting is made at the original meeting and recorded in the memoranda and minutes of the meeting if there is no change in the agenda. (IC 5-14-1.5-5)

### **6.3 - NOTICE OF SPECIAL BOARD MEETINGS**

A "special meeting" of the Board is a meeting other than a regular meeting on a schedule of regular meetings established at the Board's annual organizational meeting. At a special meeting, the Board may take any action permitted at a regular meeting. Executive sessions are excluded from this definition.

#### **Authority to Call a Special Meeting**

A special meeting of the Board must be held when called by the Chair or two (2) Trustees. The call must be evidenced by a written notice specifying the date, time, and place of the special meeting. (IC 36-8-11-13)

#### **Notice to Trustees of Special Meeting**

A copy of notice of a special meeting shall be served upon each Trustee of the Board so that it is received by the Trustee at least seventy-two (72) hours before the special meeting is to convene. This notice shall be given by delivering written notice to the Trustee personally or by mail or email. Written notice of a special meeting is not required if: (1) the time of the special meeting has been fixed in a regular meeting; or (2) all Trustees were present at a meeting at which a special meeting was called. (IC 36-8-11-13)

If each Trustee of the Board has waived notice of the special meeting, notice of the meeting to Trustees is not necessary. Waiver of notice of a special meeting by a Trustee may be given by the Trustee's presence at the special meeting or the Trustee's execution of a written waiver of notice of the date, time, and place of the special meeting, executed either before or after the special meeting. If waiver of notice of a special meeting is executed by a Trustee after the meeting, the waiver also must state

in general terms the purpose of the special meeting. If a waiver specifies that the waiver was executed before the meeting, third persons are entitled to rely on the statement.

### **Notice to the Public and News Media of Special Meeting**

Notice to the public and news media of a special meeting shall state the date, time, and place of the special meeting and the business to be transacted. This notice shall be given at least forty-eight (48) hours before the special meeting convenes, excluding Saturdays, Sundays, and legal holidays. (IC 5-14-1.5-5)

### **6.4 - NOTICE OF EMERGENCY MEETINGS**

The Board may meet to address an actual or threatened emergency involving injury to person or property or actual or threatened disruption of the operation of the District. The notice requirements of the Open Door Law do not apply to a Board meeting, convened to address an emergency, but news media which have requested notice of meetings must be given the same notice as is given to Trustees and the public must be notified by posting a copy of the notice at the District's headquarters and on the District's website.