1. APPROVE AGENDA

2. APPROVE MINUTES: August 10, 2021

3. TABLED ITEM
   • MOU Between IAFF Local #338 and City of Elkhart

4. PUBLIC HEARING: Towing Complaint

5. POLICE DEPARTMENT

6. FIRE DEPARTMENT

7. COMMUNICATIONS CENTER
   • Conditional Offer of Employment

8. BUILDING AND CODE ENFORCEMENT

9. OTHER PUBLIC SAFETY MATTERS
   • Police Merit Commission Minutes
   • Amendment to 2021 Towing Contract

10. GRIEVANCE: Firefighter Jacob Leighty

11. PUBLIC PARTICIPATION

12. ADJOURNMENT
Chairman Robert Woods called a regular meeting of the Board of Public Safety to order at 9:00 a.m. Tuesday, August 10, 2021. Nancy Wilson called the role. Robert Woods, Charlie Cross, Carol Loshbough, and Corinne Straight-Reed were present. Anthony Coleman attended on WebEx. Elkhart Council liaison Arvis Dawson was present on WebEx.

1. APPROVE AGENDA
   On motion by Carol Loshbough, seconded by Corinne Straight-Reed and carried 5-0 the agenda was adopted as presented.

2. MINUTES of July 13, 2021
   On motion by Corinne Straight-Reed, seconded by Charlie Cross and carried 5-0, the minutes from July 13, 2021 were approved as presented.

3. TABLED ITEMS
   MOU Between IAFF Local #338 and the City of Elkhart
   No action was taken.

4. FIRE
   Chief Edgerton gave a verbal report for July. The EFD responded to 846 calls for service. 68% were EMS related and 32% were Fire related. Carol asked for a written report and he provided it. Chief Edgerton said they have 4 in rookie school and they are extending their training two more weeks. He explained why they are re-evaluating them. Carol Loshbough asked him how the meeting with Osolo Fire Department went since she sits on the Board and had to miss the meeting? The Chief said it went well. On motion by Carol Loshbough, seconded by Corinne Straight-Reed and carried 5-0, the July Month End report was accepted.

5. COMMUNICATIONS CENTER
   Michelle Miller presented her July Month End Report. On motion by Carol Loshbough, seconded by Corinne Straight-Reed and carried 5-0, the Elkhart Communications Center July 2021 Month End Report was accepted and placed on file.

6. BUILDING AND CODE ENFORCEMENT
   Aimee Lattimer presented the July Month End Report. On motion by Charlie Cross, seconded by Corinne Straight-Reed and carried 5-0 the Building and Code July Month End Report was accepted and placed on file.

7. OTHER PUBLIC SAFETY MATTERS
   Anthony Coleman asked Chief Edgerton to send the SOP for the Matrix pertaining to the Grievance. The Chief said he would look into that.

   On motion by Corinne Straight-Reed, seconded by Charlie Cross, the Board of Safety set the grievance hearing for Firefighter Jacob Leighty on August 24, 2021 at 9:00 a.m.

   On motion by Carol Loshbough, seconded by Corinne Straight-Reed and carried 5-0, the Police Merit minutes were accepted and placed on file.

   On motion by Carol Loshbough, seconded by Anthony Coleman and carried 5-0, the Board of Safety set the Towing Complaint Public Hearing for August 24, 2021 at 9:00 a.m.

   On motion by Carol Loshbough, seconded by Corinne Straight-Reed and carried 5-0, the Board of Safety accepted the recommendation from the Towing Committee regarding the complaint and placed it on file.
BOARD OF PUBLIC SAFETY  
Tuesday, August 10, 2021  

8. PUBLIC PARTICIPATION  
   Nancy Wilson read a comment from Facebook into the record. James Ballard  
   announced the Ride to Remember Fallen Police, Firefighters, and Veterans is  
   Sunday September 12, 2021. They also honor those who currently serve and inspire  
   those who will serve.  

9. ADJOURNMENT  
   On motion by Carol Loshbough, seconded by Corinne Straight-Reed and  
   carried 5-0, the Board of Public Safety meeting was adjourned at 9:30 a.m.  

____________________________________________________  Robert Woods, Chairman  
Attest: ____________________________________________ Nancy Wilson, Clerk of the Board
NOTICE OF PUBLIC HEARING
BEFORE THE BOARD OF PUBLIC SAFETY ON TUESDAY, AUGUST 24, 2021 AT
9:00 A.M. LOCAL TIME

Notice is hereby given that the City of Elkhart, Indiana, Board of Public Safety will conduct a
public hearing in the Council Chambers, located on the second floor of Elkhart City Hall, 229
South Second Street, Elkhart, Indiana, on Tuesday, August 24, 2021 at 9:00 A.M. local time, to
receive and hear comments and objections from the public considering a Towing Service
complaint.

Robert Woods
Chairman, Board of Public Safety
August 4, 2021

Dear Board of Public Safety,

You were previously informed in a memo dated May 3, 2021 that a complaint had been received regarding Howard’s Towing. Pursuant to the complaint procedure outlined in the Towing Service Agreement, the City of Elkhart notified the Board of Public Safety and referred the complaint to a committee comprised of the Elkhart City Attorney, the Manager of the City of Elkhart’s Human Relations Department, a designated representative of the Elkhart Police Department, and a representative of the Towing Services, not connected with the Towing Service that is the subject of the complaint.

This Committee met on Thursday, July 29, 2021 and is making the following recommendation: The Committee is recommending that the Board of Public Safety issue to Howard’s Towing Service a written reprimand for violating the contract by charging fees not currently permitted by the contract, specifically an administrative fee, and a winch and recovery fee for labor other than winch and recovery. The Committee is also recommending that the contract the City currently has with its various towing service providers be immediately updated and amended to include these fees, as it has come to the Committee’s attention that all towing providers in the industry charge these fees to cover costs for services that need to be included in the contract, some of which are services required by the State of Indiana.

The contract states the Board of Public Safety shall set the complaint for public hearing within thirty (30) days of receipt of the recommendation. For this reason, we request that the Board of Public Safety set a hearing in this matter.

Sincerely,

Rose M. Rivera
City Attorney

CC: Andrew Whitmer, Chief Kris Seymore, Nancy Wilson, Kacey Jackson
August 4, 2021

Jerry Kindig, President
Howard’s Towing LLC
2000 Leininger Avenue
Elkhart, IN 46517-1324

Dear Mr. Kindig,

The City of Elkhart received a complaint alleging Howard’s Towing had been charging an administrative fee, which is not permitted pursuant to the Towing Service Agreement between Howard’s Towing and the City of Elkhart. In addition, the complaint also alleged Howard’s Towing application of the Winch and Recovery Fee was applied under inappropriate circumstances.

Pursuant to the complaint procedure outlined in the Towing Service Agreement, the City of Elkhart notified the Board of Public Safety and referred the complaint to the appropriate committee, comprised of the Elkhart City Attorney, the Manager of the City of Elkhart’s Human Relations Department, a designated representative of the Elkhart Police Department, and a representative of the Towing Services, not connected with the Towing Service that is the subject of the complaint. The Committee’s recommendation will be officially made to the Board of Public Safety on Tuesday, August 10, 2021 at 9:00 am. The recommendation is the following:

The Committee is recommending that the Board of Public Safety issue to Howard’s Towing Service a written reprimand for violating the contract by charging fees not currently permitted by the contract, specifically an administrative fee, and a winch and recovery fee for labor other than winch and recovery. The Committee is also recommending that the contract the City currently has with its various towing service providers be immediately updated and amended to include these fees, as it has come to the Committee’s attention that all towing providers in the industry charge these fees to cover costs for services that need to be included in the contract, some of which are services required by the State of Indiana.
After such recommendation has been made, the Board of Public Safety shall set the complaint for public hearing within thirty (30) days of receipt of the recommendation. For this reason, we are requesting the Board of Public Safety set a hearing for this matter.

Sincerely,

[Signature]
Rose M. Rivera
City Attorney

CC: Andrew Whitmyer, Chief Kris Seymore, Nancy Wilson, Kacey Jackson, Corinne Straight-Reed, Dr. Robert Woods, Carol Loshbaugh, Anthony Coleman, and Rev. Charlie Cross.
24 Hour Towing Service

DATE IN: 4-12-21
DATE OUT:

TOWING SERVICE

NAME:

PHONE #:

ADDRESS:

CITY:

YEAR:

MAKE/MODEL:

COLOR:

ODOMETER:

INSURANCE CO. (Date):

MARKER PLATE #:

Mile:

LOCATION OF VEHICLE:

ADJUSTER:

UNIT/Base:

TOWED TO:

Yard:

DRIVER'S NOTES:

CITY:

STATE:

ZIP:

REASON FOR TOW:

ACCIDENT

BREAKDOWN

ABANDONED

OUT OF GAS

FLAT TIRE

INJURED

LOCK OUT

TRANSPORT

SNOW REMOVAL

TOW SUPPLIES

WINCH

DOLIES

RAMP

SNATCH BLOCKS

CASH

CHECK

CREDIT CARD

ON ACCOUNT

METHOD OF PAYMENT

AUTHORIZED SIGNATURE:

DATE:

TOTAL:

133

87

31

336

THANK YOU!

We cannot be responsible for damages caused by faulty tires, bumper brackets, etc. This company assumes no responsibility for loss of damage by theft, fire or any other cause beyond our control, to any vehicle placed with us for storage.
TO: Cpl. Jared Davies #436
FROM: Administration
DATE: August 16, 2021
RE: Commendation/Fun Run

The Elkhart Police Administration was made aware that you were the lead organizer for the Elkhart Police K9 Fun Run.

*On May 22, 2021 The Elkhart Police K9 Unit hosted the 1st annual K9 Fun Run. The event was to promote a positive healthy interaction with the public, as well as raise training funds for the K9 Unit. Cpl. Davies was the lead organizer for this event, obtaining the proper permits through the city and signing up sponsors. He organized all the activities and details that made the day a success.*

The event itself was very well organized and the positive interaction that our officers had that day with the public were a direct result of your great planning. You were able to guide the K9 Unit officers on what needed to be accomplished for the event to be successful. It is this kind of dedication and professionalism all officers should strive for.

Congratulations and thank you on a job well done.
Respectfully,

Chief Kris Seymore

Captain Steve Price

Captain Dan Milanese

Assistant Chief Chris Snyder

Captain Jeff Eaton

Captain Bryan Moore

KS/ke
The Elkhart Police Administration was made aware of your actions during the following event and we wish to personally commend and recognize you for your outstanding police work and your dedicated service to the Elkhart Community:

On September 29, 2020 officers were dispatched to a local hotel in reference to two babies who had reportedly drowned in a bathtub and were unresponsive. Upon Sgt. Jones’ arrival he observed the mother holding a small female infant who was blue in color and unresponsive, nor breathing. Sgt. Jones immediately took the baby and began chest compressions along with firm pats on her back. The baby coughed up a significant amount of water and began to respond. After a few more firm pats she spat up more water and began breathing again. Medics arrived on scene and took over medical treatment on both babies. Both babies were transported to South Bend Memorial hospital where they made full recovery.

It is my belief that your quick thinking and your life saving techniques played a significant role in the life of this baby, allowing her to fully recover and survive.

This letter of commendation is in recognition in the manner in which you handled this incident. You displayed care and professionalism in a tense situation, keeping calm and taking control immediately without hesitation rendering aide to save an infant’s life.

Your actions reflect highly upon the Elkhart Police Department and the law enforcement profession. We are proud to recognize you Sgt. Jones and to work alongside you. Please continue to be an example to your fellow officers and keep up the great work. Congratulations and thank you on a job well done.
Respectfully,

Chief Kris Seymour

Captain Steve Price

Captain Dan Milanese

Assistant Chief Chris Snyder

Captain Jeff Baton

Captain Bryan Moore

KS/ke
TO: Sgt. Ryan Huff #442
FROM: Administration
DATE: August 16, 2021
RE: Above and Beyond Duty — Life Saving

The Elkhart Police Administration was made aware of your actions during the following event and we wish to personally commend and recognize you for your outstanding police work and your dedicated service to the Elkhart Community:

On July 1, 2021 officers were dispatched to a shooting call with injuries. When officers arrived they found a 71 year old female had been struck by a bullet in her left upper leg, puncturing her femoral artery. She was already unconscious still sitting in the chair she was in when she was shot. Sgt. Huff and another officer moved her to the floor where he immediately cut her pants to find the bullet wound. At that point Sgt. Huff quickly applied a tourniquet just above the bullet wound and tended to her until the medics arrived. She was taken to Elkhart General Hospital to be stabilized and then transferred to Memorial Hospital for emergency surgery. We received information that she did come through the surgery and is expected to recover from her injury. The hospital physician stated that if Sgt. Huff had not applied the tourniquet the victim would not have survived her injuries.

Your quick thinking and your life saving techniques played a significant role in saving the life of this victim. It was such a tragic event that undoubtedly could have turned out completely different.

This letter of commendation is in recognition in the manner in which you handled this incident. You displayed care and an immediate response in a tense situation, keeping calm and taking control without hesitation rendering aide to save a victims life.

Your actions reflect highly upon the Elkhart Police Department and the law enforcement profession. We are proud to recognize you Sgt. Huff and to work alongside you. Please
continue to be an example to your fellow officers and keep up the great work. Congratulations and thank you on a job well done.

Respectfully,

Chief Kris Seymour

Assistant Chief Chris Snyder

Captain Steve Price

Captain Jeff Eaton

Captain Dan Milanese

Captain Bryan Moore

KS/ke
Commendation

TO: Corporal Drew Neese #390
FROM: Administration
DATE: August 17, 2021
RE: Commendation

On 7-22-21 at 1152hrs, I was riding double with Cpl. Lewis #406 and we were assigned Area C. We received a call for an unresponsive citizen at 833 E. Indiana Ave., who had apparently locked himself inside of the bathroom.

Upon arrival, it was confirmed that the citizen was inside the bathroom and not responding to verbal communication. Cpl. Lewis forced the bathroom door open and the citizen was found unresponsive and seated on the toilet. Cpl. Lewis placed him on the floor and began assessing his condition. Cpl. Lewis obtained a faint pulse and his breathing had seemed to either be stopped or extremely drawn out. Cpl. Neese #390 arrived on scene and administered Narcan to the citizen. I advised Cpl. Lewis to check his airway, at which point the citizen let out a snore sound and appeared to be breathing. Cpl. Lewis continued to monitor his condition including airway, breathing and pulse until EPD medics arrived to take over treatment and transport the citizen.

Several minutes later, medics advised that the Narcan had taken full effect and that he was talking and alert. It was readily apparent that the Narcan being administered prevented a drug overdose. I was able to personally witness EPD officers save a life, and am extremely proud of this outcome. Cpl. Lewis and Neese both showed calm under pressure and sprang into action without hesitation. These are the attributes that reflect well upon these officers and this Police Department. I am requesting that they both receive lifesaving awards for this incident.
Respectfully,

Chief Kris Seymour

Assistant Chief Chris Snyder

Captain Steve Price

Captain Jeff Eaton

Captain Dan Milanesi

Captain Bryan Moore
On 7-22-21 at 1152hrs, I was riding double with Cpl. Lewis #406 and we were assigned Area C. We received a call for an unresponsive subject at 833 E. Indiana Ave., who had apparently locked himself inside of the bathroom.

Upon arrival, it was confirmed that the citizen was inside the bathroom and not responding to verbal communication. Cpl. Lewis forced the bathroom door open and the citizen was found unresponsive and seated on the toilet. Cpl. Lewis placed him on the floor and began assessing his condition. Cpl. Lewis obtained a faint pulse and his breathing had seemed to either be stopped or extremely drawn out. Cpl. Neese #390 arrived on scene and administered Narcan to citizen. I advised Cpl. Lewis to check his airway, at which point he let out a snore sound and appeared to be breathing. Cpl. Lewis continued to monitor his condition including airway, breathing and pulse until EFD medics arrived to take over treatment and transport the citizen.

Several minutes later, medics advised that the Narcan had taken full effect and that he was talking and alert. It was readily apparent that the Narcan being administered prevented a drug overdose. I was able to personally witness EFD officers save a life, and am extremely proud of this outcome. Cpl. Lewis and Neese both showed calm under pressure and sprang into action without hesitation. These are the attributes that reflect well upon these officers and this Police Department. I am requesting that they both receive lifesaving awards for this incident.
Respectfully,

Chief Kris Seymour

Captain Steve Price

Captain Dan Milanese

Assistant Chief Chris Snyder

Captain Jeff Eaton

Captain Bryan Moore
August 24, 2021

Hadley M. Bucks
29283 Summerfield Ln.
Elkhart, IN 46517

City of Elkhart Board of Safety
Conditional Offer of Employment

Dear Hadley,

The Board of Public Safety of the City of Elkhart wishes to thank you for your interest in our Communications Department. Recently, you completed a testing process resulting in an interview with the administration of the Elkhart City Communications Department and Human Resources.

We are pleased to inform you that you have successfully completed the processes thus far; therefore, the Board of Public Safety of the City of Elkhart, Indiana hereby grants you a conditional offer of employment as a member of the Elkhart City Communications Department. This offer of employment is conditioned upon your satisfaction of the following terms and will be withdrawn if you do not meet both requirements.

1. You must meet satisfactory standards resulting from a Truth Verification Exam administered by an Elkhart Police Department Certified Truth Verification Operator.

2. The City of Elkhart is a Drug Free Workplace. Therefore, a successful pre-employment drug screen is required.

The Board of Safety thanks you for your commitment to our community. We look forward to having you as a member of the City of Elkhart Communications Department.

CITY OF ELKHART
BOARD OF PUBLIC SAFETY
POLICE MERIT COMMISSION  
Monday, July 26, 2021

President James Rieckhoff called a meeting of the Police Merit Commission to order at 9:00 a.m., Monday, July 26, 2021. Clerk of the Commission Nancy Wilson called the roll. Commissioners James Rieckhoff, Thomas Barber, and Clifton Hildreth attended in person. Jean Mayes was absent at roll call and joined the meeting on WebEx in progress. Brad Billings was absent.

1. APPROVE AGENDA
   On motion by Clifton Hildreth, seconded by Thomas Barber and carried 3-0, the agenda was approved as presented.

2. MINUTES- Regular Meeting July 12 and Special Meeting July 15, 2021 and July 19, 2021
   On motion by Thomas Barber, seconded by Clifton Hildreth and carried 3-0, the minutes from July 12, 2021 were approved as presented. On motion by Clifton Hildreth, seconded by Thomas Barber and carried 3-0, the minutes from July 15, 2021 were approved as presented. On motion by Clifton Hildreth, seconded by Thomas Barber and carried 4-0, the July 19, 2021 minutes were approved as presented. Jean Mayes joined the meeting on WebEx.

3. POLICE DEPARTMENT
   Asst. Chief Snyder notified the Commission that they received a letter from PERF indicating that Lt. Laura Koch is eligible for Disability Retirement and her last day will be July 23, 2021. Upon her retirement, Lt. Koch will have served as an officer with our Department for 19 years, serving the Elkhart Police Department and the City of Elkhart as Chief and Assistant Chief for a time. On motion by Jean Mayes, seconded by Cliff Hildreth and carried 4-0, the retirement of Lt. Laura Koch was accepted.
   Asst. Chief Snyder presented a change of status for Det. Ronnie Barron from probationary to permanent. Det. Barron successfully completed six months of probation. On motion by Clifton Hildreth, seconded by Thomas Barber and carried 4-0, Det. Ronnie Barron was promoted to permanent Detective in the Criminal Investigations Division.

4. ADJOURNMENT
   On motion by Clifton Hildreth, seconded by Thomas Barber and carried 4-0, the City of Elkhart, Indiana Police Merit Commission was adjourned at 9:07 a.m.

James Rieckhoff, President

Attest: Clifton Hildreth, Secretary

Brad Billings, Member
Amendment to Towing Service Agreement

The City hereby utilizes its right, in its sole discretion, to amend any or all of the Rules and Regulations pursuant to paragraph 2B of the Towing Service Agreement. Written notice of this amendment will be provided to Towing Services at least (30) days prior to the effective date of such amendment. Should a Towing Service not agree to any such amendment, then the sole remedy of said Towing Service shall be termination of this Agreement and removal from the Contract List.

More than five (5) years having passed since fees have been reviewed, the City became aware of the need to update the fees list and associated charges. The current maximum fee allowable, except in extraordinary circumstances, shall be as follows:

A. Towing (Light Duty, 6-8,000 G.V.W.) $150.00
B. Winch & Recovery (Light Duty (minimum one-half (½) hour) $45.00 per half hour
C. Storage (Outside, Light Duty) $50.00 per day
D. Storage (Inside, Light Duty) $70.00 per day or any part thereof.
E. Environmental Clean Up Charge $20.00
F. City Vehicles (up to 8,000 lbs. G.V.W.) $65.00
G. City Vehicles (over 8,000 lbs. G.V.W.) Normal and Customary
H. After Hour Gate Fee (per appointment, see Rules and Regulations Number 12) $75.00
I. Heavy Duty Towing and Storage Normal and Customary
J. City Request to Move Vehicle $65.00 per Hook
K. Lock-out (Emergency, Child Locked in Car) No Charge
L. Lock-out (Non-Emergency) $70.00
M. Administrative $115.00 after 24 hours & searched (searched is part of the administrative process and shouldn’t be done before 24 hours)
N. No Key $25.00
O. Labor $45.00
P. Special Equipment $45.00
Q. Pull Out/Tow Out of Lot $15.00
R. Biohazard $45.00
S. Credit Card Fee up to 4%

The foregoing Amended Rules and Regulations are adopted by the Board of Public Safety of the City of Elkhart, Indiana, this ________ day of August, 2021.

CITY OF ELKHART, INDIANA
By its Board of Public Safety

________________________________________
Dr. Robert Woods, Chairman

________________________________________
Carol Loshbough, Vice-Chairman

________________________________________
Anthony Coleman, Member

________________________________________
Rev. Charlie Cross, Member

________________________________________
Corinne Straight-Reed, Member

ATTEST:

________________________________________
Nancy Wilson, Clerk of the Board
TOWING SERVICE AGREEMENT

THIS AGREEMENT entered into this _______ day of December, 2020, between the Board of Public Safety of the City of Elkhart, Indiana, (hereinafter “City”) and (hereinafter “Towing Service”):

WITNESSETH

WHEREAS, the City maintains a list of available towing businesses; and

WHEREAS, the Towing Service desires to have its name added to the list of towing businesses with which the City contracts for its towing needs (hereinafter “Contract List”); and

WHEREAS, the parties agree that each towing business on the Contract List will receive equal consideration when receiving calls from City departments that utilize towing and related services and that the charges imposed will be uniform.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. The term of this Agreement shall commence on January 1, 2021, and terminate on December 31, 2021, however, this Agreement shall renew automatically from year to year unless either party notifies the other, in writing, at least (30) days before December 31 that the party does not wish to renew the Agreement.

2. A. The Towing Service shall comply with the Rules and Regulations for Towing Services promulgated by the Elkhart City Board of Public Safety (hereinafter “Rules and Regulations”). The Rules and Regulations are attached hereto as Exhibit A and incorporated herein as though fully set forth. Violation of the Rules and Regulations by Towing Service shall be considered a default of this Agreement.

B. The City reserves the right, in its sole discretion, to amend any or all of the Rules and Regulations. Written notice of such amendment must be provided to Towing Services at least thirty (30) days prior to the effective date of such amendment. Should a Towing Service not agree to any such amendment, then the sole remedy of said Towing Service shall be termination of this Agreement and removal from the Contract List.

3. The City represents that the City Communications Center will make a good faith effort to distribute calls for towing in rotation equally among all Towing Services which have executed an agreement identical to this Agreement and which are maintained on the Contract List. When a call is made to tow a City owned vehicle, such call shall go to Towing Service “next up” on the rotation schedule, but shall not count for rotation purposes and Towing Service responding to said call shall be left on the top of the towing rotation schedule. Likewise, calls
8. Towing Service agrees to pay the reasonable attorney's fees of the City incurred in enforcing the terms of this Agreement in the event of a violation of the terms or covenants herein contained.

9. This Agreement shall be construed in accordance with the laws of the State of Indiana and shall be binding upon the parties hereto and their respective successors.

10. No waiver by City of any breach of any term, covenant, or condition hereof shall be deemed a waiver of the same or any subsequent breach of the same or any other terms, covenant, or condition. The acceptance of any services by Towing Service shall not be deemed a waiver of any earlier breach by Towing Service of any term, covenant, or condition hereof, regardless of City's knowledge of such breach when such service is accepted. No covenant, term, or condition of this Agreement shall be deemed waived by the City unless waived in writing.

11. A. All notices from Towing Service to the City required or permitted by any provision of this Agreement shall be directed to the City as follows:

   Board of Public Safety  
   229 South Second Street  
   Elkhart, IN 46516

   With a copy to:  
   Corporation Counsel  
   229 South Second Street  
   Elkhart, IN 46516

B. All notices from the City to Towing Service required or permitted by any provision of this Agreement shall be directed to Towing Service at the address for Towing Service, as stated on the signature page of this Agreement, above the signature of the authorized agent for Towing Service.

C. All notices to be given by either party shall be written and sent by registered or certified mail, postage prepaid, addressed to the party intended to be notified at the addresses set forth above. Either party may, at any time, or from time to time, notify the other in writing of a substitute address from that set forth herein, and thereafter notices shall be directed to such substitute address. Notice given as aforesaid shall be deemed sufficient service thereof, and shall be deemed given as of the date received, as evidenced by the return receipt of the registered or certified mail, or three (3) days after mailing of the certified or registered mail, whichever is earlier.

12. Towing Service shall indemnify and hold harmless the City, or its successors or assigns, from any and all liabilities, damages, costs, claims, suits, actions, legal or administrative proceedings, interests, losses, expenses, and reasonable attorneys fees resulting from or in any
Verify program cease to exist.

16. This Agreement replaces and supersedes all prior agreements existing between the City and Towing Service.

[Signature Page Follows]
EXHIBIT A

RULES AND REGULATIONS
FOR TOWING SERVICES

SECTION 1: SCOPE

These “Rules and Regulations” apply to all towing businesses (“Towing Service(s)”) that have entered into an Agreement or Agreements (“Agreement”) with the City of Elkhart (“City”) to provide towing services to the City. Any Towing Service that has entered into an Agreement is added to the list of towing businesses with which the City contracts for towing (“Contract List”).

SECTION 2: TOW TRUCK OPERATORS

Tow truck operators shall not have any felony convictions.

SECTION 3: AVAILABILITY

All Towing Services shall have available at all reasonable times at least two (2) tow trucks and any other proper equipment to remove any wrecked or disabled vehicle. All Towing Services shall provide towing services twenty-four (24) hours a day and seven days a week.

SECTION 4: LICENSING AND REGISTRATION

All Towing Services shall comply with all Ordinances of the City of Elkhart, all laws, licensing requirements, and regulatory authority of the State of Indiana and the United States government, and all other lawful rules and regulations, which are now or may hereafter be in effect. The Elkhart Police Department maintains, and has available for Towing Services, copies of certain legal requirements.

SECTION 5: INSURANCE

All Towing Services shall carry a sufficient amount of liability insurance. In addition, all Towing Services shall procure “hook” insurance in the amount of One Million Dollars ($1,000,000.00) that protects the owners of towed vehicles from damage to personal property and protects all persons from damage to persons or property, which may arise out of the services performed by Towing Service pursuant to this Agreement.

Further, Towing Service shall procure “garage keepers” insurance in sufficient amounts to cover theft, fire, vandalism, or other damage suffered to any property or to any person as a result of the possession by the Towing Service of vehicles impounded by Towing Service pursuant to this Agreement, for which theft, fire, vandalism or other damage the Towing Service is held liable under applicable Indiana law.
The current maximum fee allowable, except in extraordinary circumstances, shall be as follows:

A. Towing (Light Duty) $133.00
B. Winch & Recovery (Light Duty (minimum one-half (½) hour) $87.00 per hour
C. Storage (Outside, Light Duty) $31.00 per day
D. Storage (Inside, Light Duty) $56.00 per day or any part thereof.
E. Environmental Charge Accidents $14.00
F. City Vehicles (up to 10,000 lbs. G.V.W.) $52.00
G. City Vehicles (over 10,000 lbs. G.V.W.) Normal and Customary
H. After Hour Gate Fee (per appointment, see Rules and Regulations Number 12) $51.00
I. Heavy Duty Towing and Storage Normal and Customary
J. City Request to Move Vehicle $52.00 per Hook
K. Lock-out (Emergency, Child Locked in Car) No Charge
L. Lock-out (Non-Emergency) $60.00

Storage fees shall begin to accrue immediately upon the placement of the vehicle in Towing Services storage yard. Storage fees shall continue to accrue based upon calendar days with each new calendar day commencing at 12:01 a.m. However, if a vehicle is released within twenty-four hours or less, there shall be one day’s storage charged for that storage, even though said vehicle may be stored during two calendar days.

Should circumstances warrant disconnection of the transmission of any vehicle to be removed, Towing Service shall reconnect said transmission to the vehicle for no added fee.

The City shall not be responsible for payment to Towing Service for any fee enumerated above for any vehicle towed by police order whether redeemed by the vehicle owner or unclaimed, unless said vehicle is a City owned vehicle, in which case, Section 11 shall apply, provided, however, in no event shall this provision release the vehicle owner from the obligation to pay any fee enumerated above. The City, in its sole discretion, may determine that a vehicle
within the above stated times, Towing Service shall notify dispatch of this fact and shall provide dispatch with an estimated time of arrival. If, in the discretion of the requesting person, the estimated time of arrival is not soon enough, the requesting person may cancel the call. A second Towing Service may then be called and the first Towing Service shall have no further right to perform the service called for, and shall have no claim or charge for that call.

SECTION 15: COMMUNICATION

The Towing Service shall be the sole determiner regarding the nature of the vehicle to be towed and whether dollies or other special equipment are needed.

SECTION 16: RADIO LOG

The City’s Communication Department shall maintain a radio log approved by the Elkhart Board of Public Safety that documents any calls pursuant to this Agreement. If a Towing Service misses more than three (3) calls due to refusal, or excessive response time, the Chief of Police of the City of Elkhart has the option to: (1) schedule a hearing for the Towing Service to determine whether the Agreement with the Towing Service will be terminated and the Towing Service deleted from the Contract List; or (2) terminate the Agreement and delete the Towing Service from the Contract List. In either event, the Towing Service will be notified in writing by the City of Elkhart.

SECTION 17: RULES OF CONDUCT

All owners and employees of each Towing Service shall perform all functions requested by the City pursuant to an Agreement in a prompt, professional manner, and will conduct themselves in a professional manner at all times.

SECTION 18: PERIODIC MEETINGS

The Chief of Police of the City of Elkhart or the Board of Public Safety of the City of Elkhart may, at his/her discretion, periodically call a meeting with any Towing Service to ensure the compliance of the Towing Service with these Rules and Regulations and this Agreement. Any complaint by any Towing Service toward an employee of the City of Elkhart who has requested towing pursuant to this Agreement, shall immediately be given by such Towing Service to the Chief of Police and the Board of Public Safety, in writing.

SECTION 19: COMPLAINT HANDLING PROCEDURES

Should any citizen or any other party make a complaint against a Towing Service with respect to any action of Towing Service pursuant to this Agreement, it shall be the responsibility of the complainant to notify the City of Elkhart Board of Public Safety of such complaint; however, if such complaint is made to a Department of the City or any Towing Service, such City Department and/or Towing Service shall forward said complaint to the Elkhart Board of Public Safety. Upon receipt of any such complaint, the City of Elkhart will refer the complaint
SECTION 21: NUMBER OF TOWING SERVICES

There shall be not less than three (3) nor more than (4) Towing Services on the Contract List at any time, unless the City of Elkhart and the Towing Service Grievance Committee determines that circumstances require these Rules and Regulations to be amended to change the number of Towing Services on the contract list to more efficiently meet the City’s towing requirements. In the event that such determination is made, the Board of Public Safety will first meet with the existing Towing Services on the Contract List to give the existing Towing Services the opportunity to make proposals to satisfy the City’s towing requirements without adding additional Towing Services to the Contract List. If and only if said proposals do not satisfy the Board of Public Safety as sufficient to fulfill the City’s towing needs, will additional Towing Services be added to the Contract List as the Board of Public Safety deems necessary.

SECTION 22: SUBCONTRACTING

In the event that a Towing Service is called to perform a service pursuant to this Agreement and, because of the extraordinary nature of the service to be performed at the call, that Towing Service cannot perform the service because of lack of equipment or other reasons, the Towing Service may subcontract that call only in the following manner. The Towing Service receiving the call may subcontract that call first to another Towing Service on the Contract List. If and only if every other Towing Service on the Contract List is contacted and cannot perform the services required at the call, may the Towing Service receiving the call subcontract with another towing service that is not on the Contract List. In the event that the Towing Service is permitted to subcontract with another towing service that is not on the Contract List, the Towing Service shall remain liable for the actions of the subcontracted towing service pursuant to the provisions of the Agreement executed by the Towing Service and the City.

SECTION 23: INVENTORY LIST

During the term of this Agreement, Towing Service shall submit to the City, a written notice that a vehicle was towed pursuant to a Police Impound Order under this Agreement (other than Junk and Abandoned, Accident and Private Tows) and has been held for a period of 10 days. Said written notice shall be sent within 24 hours of the expiration of 10 days from the date of towing and shall include the vehicle description, license plate and VIN number, pick up location, tow date and which agency ordered the tow.

Said written notice shall be either mailed to:

Elkhart City Police Administration
175 Waterfall Drive
Elkhart, Indiana 46516
EXHIBIT B

E-VERIFY AFFIDAVIT

I, ________________________________, being first duly sworn, depose and say that I am familiar with and have personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over 18 years of age and am competent to testify to the facts contained herein.

2. I am now, and have been at all relevant times, employed by ________________________________ (the “Employer”) in the position of ________________________________.

3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.

4. The Employer is enrolled and participates in the federal E-Verify program. Documentation of this enrollment and participation is attached hereto and incorporated herein.

5. The Employer does not knowingly employ any unauthorized aliens.

6. To the best of my information and belief, the Employer does not currently employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the _______ day of ________________________, 2020.

I swear under the penalties for perjury that the foregoing statements and representations are true and accurate to the best of my knowledge and belief.

______________________________
Printed: ________________________
IC 9-22
ARTICLE 22. ABANDONED, SALVAGED, AND SCRAP VEHICLES

Ch. 1. Abandoned Vehicles
Ch. 1.5. Abandoned Mobile Homes
Ch. 1.7. Abandoned Manufactured Homes in Mobile Home Communities
Ch. 2. Unauthorized Storage of Motor Vehicles
Ch. 3. Salvage Motor Vehicles
Ch. 4. Repealed
Ch. 5. Scrapping Motor Vehicles
Ch. 6. Mechanics’ Liens for Vehicles

IC 9-22-1
Chapter 1. Abandoned Vehicles

9-22-1-0.3 Placement of notice tags for abandoned vehicles; required information on notice tag; towing service recovery of costs
9-22-1-1 Application of chapter
9-22-1-2 “Officer”
9-22-1-3 “Public agency”
9-22-1-3.5 “Storage yard”
9-22-1-4 Responsibility and liability of owner of abandoned vehicle or parts; limitation of costs for storage
9-22-1-5 Discovery of possession by person other than vehicle owner
9-22-1-6 Repealed
9-22-1-7 Inability to determine ownership; declaring vehicle abandoned
9-22-1-8 Release to owner or lienholder of stored vehicle; required notification; fees; payments; business hours
9-22-1-9 Repealed
9-22-1-10 Repealed
9-22-1-11 Tagging abandoned vehicle or parts
9-22-1-12 Officer’s abandoned vehicle report; photographs
9-22-1-13 Disposal of vehicle or parts; retention of records and photographs by bureau
9-22-1-14 Duties of tagging officer; towing and storage of vehicle or parts
9-22-1-15 Discovery of vehicle abandoned on private property
9-22-1-16 Towing vehicle from private property
9-22-1-17 Notice to bureau given by service towing vehicle from rental property
9-22-1-18 Complaint by person owning or controlling private property
9-22-1-19 National database search; notification; storage costs
9-22-1-20 Repealed
9-22-1-21 Means of vehicle identification not available; disposal without notice
9-22-1-21.5 Liens on vehicles; public sale or auction; civil damages
9-22-1-22 Repealed
9-22-1-23 Public sale by unit or holder of mechanic’s lien; notice
9-22-1-24 Purchasers at public sales; bill of sale; fees; roadworthiness of vehicle
9-22-1-25 Payment of removal, storage, and disposition costs; cost limits
9-22-1-26 Sale proceeds credited against removal, storage, and disposition costs
9-22-1-27 Sales by city, county, or town; deposit of proceeds; payment of public agency costs; appropriations
9-22-1-28 Repealed
9-22-1-29 Repealed
9-22-1-30 Fiscal body procedures established by ordinance; abandoned vehicle fund
9-22-1-31 Public agencies; personnel, property, and towing contracts; fiscal body ordinances
9-22-1-32 Liability for loss or damage to vehicle or vehicle parts

IC 9-22-1-0.3 Placement of notice tags for abandoned vehicles; required information on notice tag; towing service recovery of costs

Sec. 0.5. (a) This section applies to an abandoned vehicle:
(1) that was towed by a towing service from private property before May 2, 2001;

Indiana Code 2021
IC 9-22-1-17  Notice to bureau given by service towing vehicle from rental property

Sec. 17. A towing service that tows a vehicle under section 16 of this chapter shall give notice to the public agency that the abandoned vehicle is in the possession of the towing service.

[Pre-1991 Recodification Citation: 9-9-1.1-5.5(d).]

IC 9-22-1-18  Complaint by person owning or controlling private property

Sec. 18. Upon complaint of a person who owns or controls private property that a vehicle has been left on the property for at least forty-eight (48) hours without the consent of the person who owns or controls the property, an officer shall follow the procedures set forth in sections 11 through 14 of this chapter.

[Pre-1991 Recodification Citation: 9-9-1.1-10.]

IC 9-22-1-19  National data base search; notification; storage costs

Sec. 19. (a) Within three (3) business days after removal of a vehicle to a storage yard or towing service under section 13, 14, 16, or 31 of this chapter or IC 9-22-6, the public agency or towing service shall conduct a search of the National Motor Vehicle Title Information System or an equivalent and commonly available database, to attempt to obtain the last state of record of the vehicle in order to attempt to ascertain the name and address of the person who owns or holds a lien on the vehicle.

(b) A public agency or towing service that obtains the name and address of the owner of or lienholder on a vehicle shall, not later than three (3) business days after obtaining the name and address, notify the person who owns or holds a lien on the vehicle of the following:

(1) The name, address, and telephone number of the public agency or towing service.

(2) That storage charges are being accrued and the vehicle is subject to sale if the vehicle is not claimed and the charges are not paid.

(3) The earliest possible date and location of the public sale or auction.

The notice must be made by certified mail or a certificate of mailing or by means of an electronic service approved by the bureau. Notwithstanding section 4 of this chapter, a public agency or towing service that fails to notify the owner of or lienholder on the vehicle as set forth in this subsection may not collect additional storage costs incurred after the date of receipt of the name and address obtained.

[Pre-1991 Recodification Citation: 9-9-1.1-6(a).]

IC 9-22-1-20  Repealed

[Pre-1991 Recodification Citation: 9-9-1.1-6(b); (c).]

IC 9-22-1-21  Means of vehicle identification not available; disposal without notice

Sec. 21. If a vehicle or parts are in such a condition that vehicle identification numbers or other means of identification are not available to determine the person who owns or holds

Indiana Code 2021
Union grievance form

NO

THIS FORM IS TO BE UTILIZED IN THE SUBMISSION AND PROCESSING OF GRIEVANCES PURSUANT TO THE PROCEDURES SET FORTH IN THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ELKHART AND THE CITY OF ELKHART FIRE FIGHTERS ASSOCIATION, LOCAL #338 OF THE INTERNATIONAL FIRE FIGHTERS ASSOCIATION, AFL-CIO.

NAME OF GRIEVANT OR GRIEVANTS: Jacob Leightly

JOB RANK: Lieutenant BATTALION CHIEF: Brian Bemiller

DATE OF OCCURRENCE GIVING CAUSE FOR GRIEVANCE: June 15, 2021

STATE GRIEVANCE (Give the section of the Agreement violated and, all dates, facts and specifics surrounding this grievance. Attach additional sheet(s) if necessary):

I (Jacob Leightly) requested the use of Comp. Time to be taken from 1445 to 2100 on my duty day of Tuesday June 15, 2021. On Monday June 14 I received a notification via Crew Sense that BC Chris McFarland denied my comp time request. I called Assistant BC Mike Hochstetler and he stated the department had entered the matrix and they would not call over time to cover my comp. time request.

Per Article 32 Section 11 of the collective bargaining agreement between the City of Elkhart and Association of Firefighters Local #338 “Firefighters requesting to use earned compensatory time shall be permitted the use of such, so long as fire department operations and adequate staffing maintained, and so long as there is an open vacation slot for the day.” At that time there were 3 open vacation slots for Tuesday June 15, 2021.

Article 32 section 11 goes on to say “The payment of overtime to one or more firefighters in order to maintain adequate staffing shall not be reason to deny the use of compensatory time.” No overtime was called.

Also on Tuesday June 15th 2021 Captain K. Roth was utilized on U10. Placing him back on a front line apparatus would have been enough to cover the requested comp. time.

I (Jacob Leightly) then moved a Vacation Day from November 3rd 2021 to Tuesday June 15 2021.

I am requesting my vacation day be placed back into its original place on the vacation list to remediate the above issue.

DATE RELIEF FIRST SOUGHT June 21, 2021 FROM BATTALION CHIEF

DECISION OF BATTALION CHIEF:

Due to the fact that we were in the matrix and made 28 hrs of service, at the time we could not call overtime. So comp time was issued. Article 32 Sec 11 for that reason I am denying.

DATE DECISION RENDERED: 6.21.21

BATTALION CHIEF

GRIEVANT

NOTE: IF THE DECISION OF THE IMMEDIATE BATTALION CHIEF DOES NOT RESOLVE THE GRIEVANCE TO THE SATISFACTION OF GRIEVANT(S) THIS FORM MUST BE SUBMITTED TO THE UNION EXECUTIVE BOARD.
Union grievance form

TO: FIRE CHIEF — THIS GRIEVANCE HAS NOT BEEN RESOLVED TO THE SATISFACTION OF THE ABOVE NAMED GRIEVANT (S)


ACKNOWLEDGEMENT OF RECEIPT ON BEHALF OF CHIEF:

I have received this grievance from Lieutenant Leighty on 06/24/2021 @ 1:49pm. The OT was called to cover the singular spot available for Comp Time as requested by Ryan Chris. That OT was then cancelled due to going into the matrix for lack of staffing and OT money to cover front line rings. Ryan Chris filed a grievance to (cont.)

DATE DECISION RENDERED: [Signature] FIRE CHIEF [Signature] GRIEVANT(S) [Signature]

CONTINUED FROM ABOVE:

reclaim his Vacation Day that he used to be off that day. His argument was sustained due to the fact that Captain Kenny Roth was on Fire Unit 10 in the 10b position. His Comp Time should have been granted. Ryan Chris got his Vacation Day back.

As there was only one possibility for allowing Comp Time as stated above, Lieutenant Leighty was ineligible as Ryan Chris' Comp Time request was first, OT was called to cover his position and no overtime could be used thereafter due to the matrix and keeping front line apparatus in service. I fully explained this to Lieutenant Leighty, asked if he understood — to which he replied "yes." I asked him if he was satisfied with the resolution/decision and he said "no." I told him that I would write it up and get it to the Fire Chief.

Devi Ashburn
Division Chief of Operations
06-24-21 1430 hrs.
ARTICLE 32
OVERTIME ASSIGNMENTS AND COURT TIME

Section 1. Overtime will be assigned to firefighters as fairly and equally as possible. The goal of both parties is to fill staffing needs in the most fair, equitable and timely fashion allowed. The term “call” for purposes of this article will be understood in respect to the acceptable method of contact chosen by the firefighter including calling to home or cellular telephone, email, and text messaging, so long as the method of contact chosen is available. The city may use a mass notification or automated calling system as a means of calling overtime, and the city shall maintain this system, at its own expense. The city reserves the right to use another method of overtime callback, so long as the method chosen is consistent and reasonable.

Section 2. Overtime may be called any time the city needs to adequately staff. Overtime may be called for a twenty-four (24) hour shift or a twelve (12) hour shift (either a.m. shift or p.m. shift) or any other time so long as it is a minimum of four (4) hours.

Section 3. In order to make this system as fair as possible, the department shall maintain an overtime equalization list. The purpose of the equalization list shall be to log the hours of overtime that each firefighter has accepted. On January 1st of each year, all firefighters shall have their hours reset to zero, and the list shall be ordered by seniority, with the most senior firefighter at the top of the list, and the least senior firefighter at the bottom of the list.

Section 4. When the department has an overtime need, the call will begin with the firefighter that has the lowest accrual of hours and continue down the equalization list with no wait time between calls. Once the last firefighter on the overtime equalization list who is eligible to accept the overtime assignment has been notified, a countdown of no less than ten (10) minutes will begin, and a list of firefighters that respond to accept the overtime, shall be started. At the end of the countdown timer, the overtime shall be assigned to the responding firefighter(s) beginning with the responding firefighter that has the lowest accrual of hours on the overtime equalization list, until the overtime assignment is filled.

Section 5. No firefighter shall be required to accept overtime assignments while on medical leave, bereavement leave, days out of town on union business, at EMS or fire related school, or while on vacation or personal day (except in the case of a general emergency). If no firefighter accepts the overtime assignment, the battalion chiefs may put out a special call to those firefighters that are on said leave. In such cases, if the firefighter accepts the overtime, no hours will be logged against the equalization list, unless requested by the firefighter.

Section 6. In the event a firefighter accepts overtime and the city chooses to cancel the overtime prior to the scheduled start time, the firefighter may work the first four (4) hours of the requested time so long as they perform whatever duties are required. The actual hours worked will be logged against the firefighter on the equalization list.

Section 7. When overtime is needed for specialty positions (e.g., paramedic, EMT, SCUBA, Hazmat), the procedure will be the same on a modified list of firefighters with the appropriate qualified specialties. When overtime is needed for disaster response deployment, the procedure shall remain the same on a modified list of firefighters whose qualifications suit the need of the deployment.
Section 8. Firefighters being deployed as part of a disaster response team shall receive overtime pay for all hours worked outside of their normal shift hours. These hours shall be logged on the equalization list as per the normal procedure. In addition, a per diem in the amount of fifty ($50) dollars per day shall be paid to each deployed firefighter for each day of the deployment in order to cover the expense of food and sundry items as needed. All lodging expenses incurred for the deployment shall be borne by the Department, or the agency having jurisdiction of the deployment.

Section 9. A firefighter who initially enters the overtime roster, or who is ineligible or unable to accept overtime for more than thirty (30) calendar days (e.g. medical leave, new hires, former administrators returning to rank and file), shall have their equalization list hours adjusted to equal the mean average of all assigned hours on the list, and placed at the appropriate ranking based on the adjusted hours. If the adjustment of hours results in the firefighter having less accrued hours than originally logged on the equalization list, then there shall be no adjustment.

Section 10. In compliance with the terms and provisions of the Fair Labor Standards Act (FLSA), any firefighter who works hours in addition to their normal tour of duty shall have the option to receive compensatory time, as agreed to by management, in lieu of receiving overtime pay. In the event such an agreement is not reached, the firefighter will receive pay as outlined in this collective bargaining agreement. Management agrees, however, that firefighters shall be permitted a net accrual of at least seventy-two (72) hours of Compensatory Time per calendar year without restriction (not to exceed the maximum allowable accrual of Compensatory Time.) Compensatory time cannot be purchased, traded, or sold to other employees and cannot be used for trading time purposes. (See Article 44, Trading of Days.) Compensatory time may, however, be gifted from one firefighter to another. No Firefighter may gift more than forty-eight (48) hours of Compensatory Time to any one other Firefighter within the same twelve (12) month period.

Section 11. Firefighters requesting to use earned compensatory time for time off, shall be permitted the use of such, so long as fire department operations and adequate staffing can be maintained, and so long as there is an open vacation slot for the day, or the minimum staffing levels as described in Article 24 are exceeded on one or more front-line apparatus. The payment of overtime to one or more firefighters in order to maintain adequate staffing shall not be reason to deny the use of compensatory time. If the overtime assignment created by the use of compensatory time cannot be filled, however, then the use of compensatory time will be denied. No front-line apparatus (seven (7) engines, one (1) truck, four (4) ambulance) shall be out of service as the result of compensatory time off, unless approved by the fire chief or designee, and the union agrees that if the use of compensatory time off results in overtime, then the number of firefighters permitted to be off on compensatory time shall not exceed the number of open vacation slots for the day. No compensatory time off shall be rescinded after the firefighter is actually off of work on compensatory time. If compensatory time off results in the holdover of a firefighter, then the compensatory time off will be denied. Firefighters may request the open vacation slot as compensatory time off as early as one (1) tour of duty day in advance, and once the request has been made, the vacation slot(s) will close, and no other time off request may be moved into that vacation slot. (see Article 43, Vacation) Compensatory time off will not be approved until 0630 hours on the morning of the requested day, or until appropriate staffing levels are reached.
Section 12. In the event that a firefighter is not placed on the overtime equalization list appropriately, or not appropriately contacted for an overtime opportunity, that firefighter shall receive compensatory time according to the following:

Number of overtime hours called during the period of time in which the firefighter is not notified (converted to days) x prior year’s average overtime hours worked per day x 1.5 = Compensatory time due (rounded up to next whole number).

The prior year’s average overtime hours worked per day shall be calculated by dividing the firefighter’s total number of overtime hours worked in the prior year by 365.

The following is an example:

- Firefighter A was not contacted with a total of 240 hours of overtime opportunities.
- Firefighter A accepted a total of 120 hours of overtime in the previous year.
- 240 hours of missed overtime opportunities (converted to days = 10) x prior year’s average overtime hours worked per day (120 overtime hours worked/365) x 1.5
- 10 x (120/365) x 1.5 => 10 x 0.329 x 1.5 => 4.935 ⇒ Firefighter A is owed 5 hours of Compensatory Time.

If the firefighter’s prior year average overtime hours worked per day is unable to be calculated or if the firefighter is in the year of his appointment, then the above calculation shall be used as an accepted substitution for calculation of average overtime hours.

Section 13. “Short Notice” overtime shall be any overtime that is called within forty-five (45) minutes or less of the requested start time of the overtime shift. Firefighters that accept and work a Short Notice overtime shift shall receive their Premium Rate as outlined in Article 26, as well as Compensatory Time in an amount equal to the actual number of hours worked by the firefighter for that shift. The following is an example;

Overtime is called at 0630 for a 24-hour shift. Firefighter A accepts the 0700-1900 shift. Firefighter B accepts the 0700-1900 shift. Firefighter A shall be paid their premium rate for the twelve (12) hour shift so long as they work the accepted shift. Firefighter B shall be paid their premium rate for the twelve (12) hour shift and shall receive twelve (12) hours of Compensatory Time as well, so long as they work the accepted shift.

This section shall not permit a firefighter to exceed the annual net accrual of Compensatory Time as outlined in Section 10 of this Article. If a firefighter with a maximum net accrual or total accrual of Compensatory Time accepts Short Notice overtime, then that firefighter shall be paid their premium rate as per Article 26, unless the additional Compensatory Time incentive is authorized by Administration.
Wilson, Nancy

From: Edgerton, Shaun
Sent: Thursday, August 19, 2021 2:07 PM
To: Wilson, Nancy
Subject: Matrix

Nancy,

The following is the manner in which the “Matrix” is utilized to regulate overtime at the Elkhart Fire Department:

Overtime being a finite resource that must be dispersed over the entire year. Each pay period is allotted a predetermined amount of funds. At the point that the allotted amount has been exhausted, the “Matrix” is initiated. Depending on the number of individuals absent from work, whether contractually or for medical reasons, an apparatus may be taken from service in order to regulate the expenditure of excessive overtime due to employee absence. There are levels that the administration will not exceed when implementing this process. We will not exceed one engine company and one ambulance.

This is as easy as I can explain this procedure. If there are any questions, please let me know.

Sharon D. Edgerton
Fire Chief
Elkhart Fire Department
500 East St.
Elkhart, IN 46516
Office: 574-293-8931
Cell: 574-370-2131