

OFFICE CONSOLIDATION APRIL 2017

BY-LAW NO. 2008-173

**BEING A BY-LAW TO ESTABLISH AND REGULATE A FIRE DEPARTMENT
IN THE MUNICIPALITY OF KINCARDINE**

WHEREAS Section 2 of the Fire Protection and Prevention Act, 1997 S.O. 1997, c.4 as amended, requires municipalities to establish a fire department;

AND WHEREAS Sections 8 (1) and 9 of the Municipal Act, , 2001, S.O. 2001, c. 25, as amended, provide that the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues and a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS pursuant to the said Municipal Act, Section 11 (2) provides that a lower-tier municipality may pass by-laws, respecting the governance structure of the municipality and its local boards;

NOW THEREFORE the Council of the Corporation of the Municipality of Kincardine **ENACTS** as follows:

1.0 In this by-law, unless the context otherwise requires:

“Fire Chief”	the person appointed by Council to act as the Fire Chief for the corporation;
“Anniversary Date”	Anniversary date shall mean the date upon which the Firefighter is appointed to be a member of the Department;
“Bona fide Retirement”	A firefighter is deemed to have a bona fide retirement if they have continuous service greater than 10 years.
“CAO”	means the Chief Administrating Officer for the Municipality of Kincardine;
“Committee”	means the Corporate Services Committee for the Municipality of Kincardine; “Council” means the Council for the Corporation of the Municipality of Kincardine;
“Department”	means the Municipality of Kincardine Fire Department;
“Deputy Chief”	means a person appointed by Council to act on behalf of the Fire Chief either at the Kincardine or Tiverton Station in his/her absence;

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| “Council” | means the Council for the Corporation of the Municipality of Kincardine; |
| “Department” | means the Municipality of Kincardine Fire Department; |
| “Deputy Chief” | means a person appointed by Council to act on behalf of the Fire Chief either at the Kincardine or Tiverton Station in his/her absence; |
| “ESC” | means the Emergency Services Committee of the Municipality of Kincardine; |
| “Fire Protection | includes fire suppression, fire prevention, and fire safety |
| “Services” | education, communication, training of persons involved in the provision of fire protection services, rescue and emergency services; |
| “First Responder” | means any firefighter who is assigned a long weekend on call assignment shall be in a position to respond to an emergency call with suitable personal protection equipment to begin safely and effectively controlling the incident and performing assigned tasks; |
| “Municipality” | means The Corporation of the Municipality of Kincardine; |
| “Officer in Charge” | means the most Senior Officer on scene; |
| “Senior Officer” | means the followings ranks: Captain, Deputy Chief and Fire Chief; |
| “Volunteer Firefighter” | means a firefighter who provides fire protection services either voluntarily or for a nominal consideration, honorarium, training or activity allowance; shall mean the same as member. Hereafter referred to as Firefighter. |
| “Probationary Firefighter” | shall mean a new firefighter hired to the department, subject to the terms contained in Section #6.0 & 7.0. |
- 2.0 The fire department for the Corporation of the Municipality of Kincardine to be known as the Kincardine Fire and Emergency Services. The term Municipality of Kincardine Fire Department may also be used to reference the department and is hereby established and the Head of the Department shall be known as the Fire Chief.
- 3.0 In addition to the Fire Chief, the Council shall appoint two Deputy Chiefs; one for the Tiverton Station, one for the Kincardine Station.
- 3.1 The Fire Department shall be structured in conformance with the approved organizational chart, (Appendix A), forming part of this by-law.
- 3.2 The Fire Chief has the obligation to manage the Human Resources contained in the Kincardine Fire Department.

- 4.0 The Fire Chief appoints qualified persons as members of the Fire Department subject to the approved hiring process of the Municipality of Kincardine Fire Department.
 - 4.1 See hiring process (Appendix B).
 - 4.2 Firefighters may apply for positions within the other Municipal departments as per Section #8.0 of the Tripartite Agreement.
- 5.0 A person is qualified to be appointed a member of the Department for fire fighting duties who:
 - 5.1 is not less than 18 years of age;
 - 5.2 has successfully completed at least Grade 12 or has obtained equivalent industry experience;
 - 5.3 lives and work within the Municipality of Kincardine Fire Protection Area;
 - 5.4 passes such aptitude tests as may be required by the Fire Chief of the Department;
 - 5.5 is medically fit to be a member as certified by a qualified physician.
 - 5.6 follows the “Municipal and Department Code of Ethics” policies
- 6.0 A person appointed as a member of the Department for fire fighting duties shall be on a probation for a period of twelve months during which period he/she shall take such training and examinations as may be required by the Fire Chief.
- 7.0 Prior to the completion of the probationary period, the Fire Chief shall review their performance as a Firefighter. If a probationary member appointed to provide fire protection services fails any such examinations, the Fire Chief may recommend to the CAO that their probation be extended or he/she be dismissed as per the Termination Section in this By-Law.
- 8.0 The remuneration (Appendix C) of all members of the Department shall be determined by Council through the negotiation process as per Section II.
- 9.0 The Fire Chief is responsible for, the proper administration and operation of the Fire Department, including the delivery of fire protection services and :
 - 9.1 shall review periodically the policies and procedures, orders, rules and guidelines of the Fire Department;
 - 9.2 shall take all proper measures for the prevention, control and extinguishment of fires and for the protection of life and property and shall enforce all municipal by-laws respecting fire prevention and exercise the powers and duties imposed on him/her by the Fire Protection and Prevention Act 1997;
 - 9.3 is responsible for the enforcement of this by-law and the general orders and departmental rules;
 - 9.4 shall report all fires to the Fire Marshal as required by the Fire Protection and Prevention Act 1997;

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- 9.5 shall submit to the Treasurer for review, as required by the municipality, the annual estimates of the Department, which subsequently will be forwarded to the Council for approval.
- 9.6 may liaise with the Office of the Fire Marshal of Ontario and any other office or organization considered necessary or advisable.
- 10.0 The Deputy Chiefs shall report to the Fire Chief on the activities of the divisions that are his/her responsibilities and carry out orders of the Fire Chief, and, in the absence of the Fire Chief, has all the powers and shall perform all the duties of the Fire Chief within his/her station. In the absence of the Fire Chief and one of the Deputy Chiefs simultaneously, the remaining Deputy Chief shall have all the powers and shall perform all the duties of the Fire Chief within the Municipality.
- 11.0 Each division of the fire department is under the responsibility of the Fire Chief or a member designated by him. Designated members shall report to the Fire Chief on activities under their supervision and shall carry out all orders of the Fire Chief.
- 12.0 The Firefighting and Training Divisions are under the direction of the Deputy Chiefs who are responsible to the Fire Chief for the proper operation of each Division.
- 13.0 The Fire Chief's primary responsibilities are:
 - 13.1 provide administration services for the Department;
 - 13.2 prepare the Department Budget and exercise control of the Budget;
 - 13.3 prepare the payroll of the Department and initiate requisitions for materials and services and certify all accounts of the department;
 - 13.4 maintain personnel records;
 - 13.5 arrange for the provision of medical services;
 - 13.6 arrange for the provision of capital facilities;
 - 13.7 prepare the Annual Report of the Department;
 - 13.8 carry out the general duties of the Department;
 - 13.9 provide liaison with the County Fire Coordinator;
 - 13.10 assist the County Fire Coordinator in the preparation of a County Emergency Fire Service Plan and Program and Operating Guidelines;
 - 13.11 participate in the Emergency Services Committee in a Coordinator role.
 - 13.12 provide personnel to conduct fire prevention inspection of premises on request, complaint, on a routine basis or when a known violation exist;
 - 13.13 enforce Fire Prevention by-laws;
 - 13.14 examine building plans of new construction;

- 13.15 provide personnel for fire prevention lectures & public education related to fire safety.
- 13.16 establish and maintain photography facilities;
- 13.17 maintain fire loss records;
- 13.18 receive process and follow up reports of fire prevention inspections conducted under the Division of Fire Fighting;
- 13.19 The Ontario Fire Service Standard for Fire Prevention Officers and the Ministry of Municipal Affairs Standards shall be used as a reference guide for fire prevention training.
- 13.20 A residential home fire safety awareness program shall be ongoing.
- 13.21 Smoke alarms for residential occupancies shall be provided to those in need.
- 13.22 Provide a fire extinguisher training program to public and businesses within the municipality upon request.
- 13.23 Other duties as assigned

All responsibilities are further described in the Municipality of Kincardine task listing for the Fire Chief position.

- 14.0 The Fire Chief is in charge of the Division of Apparatus, Equipment and Communications and is responsible for the carrying out of the following duties of the Division:
 - 14.1 prepare specifications for the purchase of apparatus and equipment; with assistance from the Deputy Chiefs.;
 - 14.2 maintain and keep in repair all existing buildings, fire fighting, rescues and salvage apparatus of the Department;
 - 14.3 modify apparatus and equipment;
 - 14.4 provide recharging facilities for fire fighting extinguishers and breathing air cylinders and test and repair hose;
 - 14.5 shall act as a liaison with the Municipality of Kincardine Public Works Manager in order to ensure an adequate flow of water in new waterworks projects and the adequate maintenance of existing water-works facilities for the use of the Department;
 - 14.6 issue clothing, equipment and other items as required;
 - 14.7 receive alarms and dispatch apparatus;
 - 14.8 maintain the communication systems of the Department;
 - 14.9 other duties as assigned
- 15.0 The Goal of the Fire Department is to provide fire protection services through a range of programs to protect lives and property of the inhabitants.

The Deputy Chiefs are responsible to the Fire Chief for the management and operation of the Division of Fire Fighting and for the carrying out of the following duties of the Division:

- 15.1 prevent, control and extinguish fires including the pulling down or demolishing any building or structure when considered necessary to prevent the spread of fire; Fire suppression services shall be delivered in both an offensive and defensive mode and shall include search and rescue operations, forcible entry, ventilation, protecting exposures, salvage and overhaul as appropriate (vehicle, building, construction, industrial).
 - 15.2 requesting other persons present at a fire to assist in;
 - 15.2.1 Extinguishing fires;
 - 15.2.2 Pulling down or demolishing buildings or structures to prevent the spread of fire;
 - 15.2.3 Crowd and traffic control; or
 - 15.2.4 Suppression of fires or other hazardous conditions in other reasonable ways.
 - 15.3 Medical First Response including defibrillator, first aid, CPR, and oxygen therapy.
 - 15.4 High angle rescue and slope rescue;
 - 15.5 Special technical and/or rescue services shall include performing confined space rescue, extrication using hand tools, air bags and heavy hydraulic tools as required and water/ice rescue services.
 - 15.6 provide Hazardous Material Response at the Awareness level, but in addition, provide the following specific services including the application and use of absorbent pads, booms and other containment devices during situations whereby the use of these items does not endanger firefighters beyond the normal risk associated with a Hazardous Material First Responder level response;
 - 15.7 conduct, with the assistance of the Fire Prevention Division, investigations of fires in order to determine cause, origin, and where appropriate, to notify the authority having jurisdiction to conduct an investigation;
 - 15.8 respond and assist at such emergencies as may be required by the Fire Chief;
 - 15.9 participate in training in and outside of the Station;
 - 15.10 conduct company fire prevention and familiarization inspections of premises;
 - 15.11 perform minor apparatus maintenance and cleaning duties at the Station including the cleaning of emergency response vehicles and facilities following use;
 - 15.12 other duties as assigned.
- 16.0 A Captain is in command of the crew to which he/she is assigned and is responsible to the Deputy Chiefs for the proper operation of that crew.

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- 17.0 Where the Fire Chief or Deputy Chief designates a member to act in the place of an Officer in the Department, such member, when so acting, has all the powers and shall perform all the duties of the officer replaced.
- 18.0 The Training Officers are responsible for the carrying out of the following duties of the Division of Training:
- 18.1 conduct training for all personnel of the Department in Fire Administration, Fire Prevention and Fire fighting;
 - 18.2 administer training programs in and outside of the Station using the National Fire Protection Associations Standards and other related industry training standards and reference materials as reference guides for training as approved by the Fire Chief. All training will comply with the Occupational Health and Safety Act and applicable provincial legislation.
 - 18.3 prepare and conduct examinations of members as required by the Fire Chief;
 - 18.4 prepare the Annual Report and Budget of the Division of Training to be submitted to the Fire Chief;
 - 18.5 other duties as assigned.
- 19.0 The Deputy Fire Chiefs shall appoint a member from each fire station to represent the station on the Joint Health and Safety Committee.
- 19.1 The member of the JHSC is responsible to the Deputy Chiefs to see that all operations of the department are carried out in a safe manner by providing advice and guidance when necessary;
- 19.2 That all current and relevant safety related items are brought forward to the Deputy Chief and/or Fire Chief.
- 19.3 Other duties as assigned.
- 19.4 The Incident Commander at an incident scene may designate an Incident Safety Officer (ISO) to ensure the safety of responders by ensuring the Incident Commander is immediately made aware of situations that may lead to or cause injury to firefighters or civilians. When available the ISO shall a person with NFPA ISO certification or a competent person who is qualified because of knowledge, training and experience.
- 20.0 The provisions of Section 20.1 with respect to the promotion of members does not apply to the Fire Chief or Deputy Chiefs who will be hired through the municipal Human Resource process:
- 20.1 Every recommendation for promotion of a member made to the Fire Chief shall be based on the evaluation of:
- 20.1.1 time served with the Department.
 - 20.1.2 the results of examinations taken by the member;
 - 20.1.3 the physical fitness of the member, and;
 - 20.1.4.the firefighting and station training attendance record of the member.

- 20.2 When, in the opinion of the Fire Chief, all other factors for the promotion of two or more members is equal, seniority of service in the Department governs.
- 20.3 The fire fighting and station training attendance record of each member of the Department shall be evaluated by the Captain of each Crew.
- 20.4 The Fire Chief and the Deputy Chiefs shall evaluate all members of the Department who are participating in an examination for promotion.
- 20.5 Every applicant for promotion shall take such written, oral and practical examinations as may be required by the Fire Chief.
- 21.0 Every new member of the Department appointed for fire fighting duties shall complete a medical examination and annually thereafter on forms provided by the Department and filed with the Fire Chief.
- If the cost of this medical is not eligible to be submitted to the Ontario Health Insurance Plan for payment, then the Department will reimburse said member for this expenditure.
- 22.0 Due to the often physical, mental and emotionally stressful environment firefighters may be subject to, every member of the Fire Department shall retire upon attaining the age of 65.
- 23.0 Every member of the Department shall report for duty at the time prescribed by the departmental rules and shall remain on duty until relieved.
- 24.0 In the case of a member failing to report for duty, the Officer-in-Charge shall report this in writing through his/her Superior Officer, to the Fire Chief.
- 25.0 No member shall:
- 25.1 while in uniform enter any premises where alcoholic beverages are sold or consumed, except in the performance of his/her departmental duties;
- 25.2 report for duty, including responding to an emergency call and being on premises or in any vehicle if his/her ability is impaired by the use of an intoxicating beverage or drug;
- 25.3 while on duty, consume any intoxicating beverage or drug.
- 25.4 smoke within or near a municipal building, vehicle or workplace as prescribed by existing legislation.
- 26.0 The Fire Chief may reprimand, suspend or recommend dismissal of any member for insubordination, misconduct, tardiness or for non-compliance with any of the provisions of this by-law, general orders, departmental rules, guidelines or policies that in the opinion of the Fire Chief would be detrimental to the discipline and efficiency of the Department.

27.0 CODE OF ETHICS

- 27.1 The Municipality has undertaken this initiative in order to both promote professionalism and to ensure that the relationship of trust that exists between staff and the public remains an integral part of local government in Ontario. Since its inception, local government

has been understood to be an open, accessible and accountable form of government.

- 27.2 The purpose of a code of ethics for firefighters is to foster universal understanding of the fundamental rights, privileges and obligations of a municipal public servant.

A code of ethics serves as an embodiment of the basic principles of integrity, honesty, impartiality and common-sense and recognizes that at the very least, a municipal public servant has a responsibility to uphold these principles.

- 27.3 The proper operation of a municipal government requires that firefighters be independent, impartial, and responsible to the citizens; that their positions not be used for personal advantage; and that the public have confidence in the integrity of the Municipal firefighters.

- 27.4 The Code of Ethics is intended as a guide for firefighters in their conduct in certain specified areas. It is not intended to be exhaustive or to provide specific guidelines in every circumstance.

- 27.5 **Policy:**

Private Interests Defined

1. Private interests are all those aspects of a firefighter's activity outside those connected with official municipal duties.

These include:

- a) Financial interest;
- b) Paid and unpaid activities beyond official duty;
- c) Relationships with third parties who may be:
 - i) employed by the Municipality
 - ii) doing business with the Municipality
 - iii) seeking employment or benefits from the Municipality

2. It is important to emphasize that conflict of interest relates to the potential for wrongdoing as well as to actual or intended wrongdoing.

27.6 Outside Employment

1. No firefighter may engage in outside work or a business undertaking as a firefighter or shareholder that:
- a) Interferes with the performance of duties under the employment of the Municipality;
 - b) May provide an advantage derived from Municipal employment;
 - c) Is likely to influence or affect the carrying out of municipal duties;

27.7 Gifts, Favours and Services

- 27.7.1 A firefighter shall not accept a gift, favour or service from any individual or organization in the course of the performance of civic duties other than:

- a) the normal exchange of hospitality among persons doing business, in an amount not to exceed \$100.00; (individual level)
- b) tokens exchanged as a part of protocol;
- c) normal presentations made to persons participating in public functions.
- d) gifts to the Municipality of Kincardine shall be used for the benefit of the municipality and shall not exceed \$500.00.

27.7.2 Monetary or other payment may not be accepted for the performance of any service connected to municipal government.

27.7.3 Firefighters shall not use the name "Corporation of the Municipality of Kincardine" to obtain discounts for privately purchased goods and services.

27.7.4 Firefighters shall not receive or demand preferential treatment in the use of municipal facilities or services unless it is a requirement of formal duties or as provided for under the authority of Council.

27.7.5 Exceptions to this section must be approved in writing by both the Mayor and CAO.

27.8 Misuses of Property and Information

27.8.1 Municipal property, including vehicles, equipment and material, shall be used only in the performance of municipal duties and shall not be used or converted for personal benefit or use.

27.8.2 Unauthorized use of Municipal property for other than civic purposes is not permitted and may result in disciplinary action.

27.8.3 Every firefighter is held responsible for exercising all reasonable care to prevent abuse to, excessive wear of, or loss of, Municipal equipment or material entrusted to the firefighter's care.

27.8.4 Firefighters are entrusted with information and data used for the administration of the municipal government and not generally available to the public. Moreover, certain firefighters have access to information of a sensitive or confidential nature, which is not to be made known to others in the Corporate structure. Both types of information must be distributed on a need-to-know basis only.

27.8.5 Systems, procedures, reports, photographs and information developed by the Municipality shall not be given or loaned to, or shared with, any other persons, company or organization without the permission of the Fire Chief. The approval of the Chief Administrative Officer must be secured before information regarding computerized systems is divulged.

27.9 Public Statements

27.9.1 The C.A.O. is responsible for making policy statements concerning municipal business to the news media. The Fire Chief may deal with all departmental operational issues.

27.10 Criminal Code Offences

27.10.1 Any firefighter convicted of an offence under the Criminal Code of Canada may be suspended from employment dependent on the nature of the offence and its relationship to the duties of the firefighter.

27.11 Penalties and Appeals

1. Any infraction or transgression of the Code of Ethics may result in the Municipality taking the following action:
 - a) Instruct the firefighter to divest himself/herself of the outside interest or transfer it to a blind trust;
 - b) Remove the firefighter temporarily from the duties which brought about the conflict of interest;
 - c) Accept the resignation of the firefighter;
 - d) Initiate disciplinary action in the form of:
 - i) an oral or written reprimand;
 - ii) suspension without pay for a period of time;
 - iii) a recommendation that the firefighter be dismissed.
2. The firefighter may appeal as prescribed in this Agreement.

27.12 Compliance

- a) This Code of Ethics must be observed by all firefighters of the Corporation.
- b) The Fire Chief and Deputy Chiefs are responsible for ensuring that firefighters are aware of this Code of Ethics, that it is regularly re-circulated and reviewed by firefighters, and that firefighters comply with its provisions.
- c) If the Fire Chief is of the opinion that a firefighter is breaching this Code of Ethics, they shall immediately notify the C.A.O. of this situation in writing.
- d) Compliance with this Code of Ethics constitutes a condition of employment, and breaches of the Code of Ethics may result in disciplinary action up to and including dismissal. When a firefighter has breached this Code of Ethics, the Fire Chief and the Human Resources Department shall determine jointly if disciplinary action is warranted and, if so, what disciplinary action is appropriate.
- e) Where a firefighter has reason to believe that a Fire Chief has committed a breach of this Code of Ethics, he/she may approach the Chief Administrative Officer directly and in strict confidence.

All new firefighters shall read and subscribe in writing to this Code of Ethics upon commencing their employment with the Corporation. This code of ethics shall not conflict with the Departmental Code of Ethics.

28.0 **FIRE TRAINING AND RESPONSE CALL ATTENDANCE**

STATEMENT: To establish expectations of firefighter attendance at regular bi-weekly training and response calls.

- 28.1 Fire fighters are expected to maintain their firefighting skills, qualifications and competencies while on active duty. Regular bi-weekly training helps ensure this minimum standard is met. Good skills retention minimizes the risk of injury to other firefighters, the general public and the firefighter.
- 28.2 The National Fire Protection Association shall be standard for measuring firefighter skills.
- 28.3 Firefighters are essential to the public safety of our community and as such are expected to respond to emergency calls whenever available to do so and within the fire response area.
- 28.4 Due to the nature and composition of fire departments, unavoidable circumstances combined with normal lifestyles may create situations where firefighters cannot attend response calls and training from time to time. This has been and will be considered the status quo.
- 28.5 Valid reasons for not attending regular bi-weekly training or response calls shall include but not be limited to personal/family matters, work commitments, vacation and illness. Other reason may be accepted at the discretion of the Deputy Chief(s) and/or Fire Chief
- 28.6 All firefighters, as soon as becoming aware shall notify their Deputy Chief or the Fire Chief of their inability to attend regular bi-weekly training.
- 28.7 Individual firefighter attendance shall be reviewed semi-annually by the respective Deputy Chief and the Fire Chief for trends or anomalies with regard to lack of attendance at regular bi-weekly training or response calls.
- 28.8 Expected attendance levels for firefighters shall meet the following criteria as recommended by the most current version of the Ontario Fire Marshal recruitment and retention program:
- New hired firefighters (on probation) with one year or less of firefighting experience (probation may be extended due to individual circumstances at discretion of Fire Chief and Deputy Chief):

80% annual attendance at regular bi-weekly training
40% annual attendance at response calls
 - Experienced firefighters (not on probation) with one or more years of firefighting experience:

60% annual attendance at regular bi-weekly training
40% annual attendance at response calls (Please note: Section 28.50 for valid reasons)

- 28.9 If any firefighter misses more than two consecutive regular bi-weekly trainings, without valid reason and previous approval from the Deputy Chief and/or Fire Chief, this may be considered just cause for disciplinary action against the firefighter. This may lead to dismissal.
- 28.10 Should attendance trends of individual firefighters indicate lower than acceptable levels, the firefighter shall meet with their respective Deputy Chief and the Fire Chief to review and discuss causes and to find possible resolution.
- 28.11 Should attendance levels continue to decline or remain below expected standards for a period longer than twelve months, this may be considered just cause for disciplinary action against the firefighter. This may lead to dismissal.
- 28.12 It shall be the option of the Deputy Chief and/or Fire Chief to place any firefighter on probation for a period of not less than 90 days should regular bi-weekly training attendance fall below the expected levels (see Section 28.5 & 28.9 above) or more than three (3) consecutive regular bi-weekly training are missed without previous approval and valid reason. The minimum probation period for new hired firefighters shall be twelve months.
- 28.13 Any firefighter placed on probation shall be expected to attend training and response calls at the level prescribed in 28.8 above for the period of their probation to avoid further disciplinary action.
- 28.14 Every effort shall be made by the firefighter to make up missed training where possible. This may include extra one-on-one training with the Training Officer(s) or attending training sessions at another Fire Station.

29.0 LONG WEEKEND STANDBY

STATEMENT: To ensure adequate Fire Department staffing levels during long holiday weekends.

- 29.1 Long weekend standby shall be assigned to firefighters at the beginning of each calendar year.
- 29.2 A Senior Officer shall be assigned to every long weekend.
- 29.3 If you are unable to work your assigned weekend standby, it is your responsibility as a fire department member to find an equal replacement. If you are an *Officer*, you have to replace yourself with an *Officer*. If you are a *firefighter* or *driver*, you have to replace yourself with a *firefighter* or *driver*. Your crew *Captain* or *Station Chief* may be able to assist you with finding a replacement.
- 29.4 Substitutions shall only be recognized for a full weekend, a full day, or a half day. Substitution for hours will not be paid!
- 29.5 When you are on call, you shall be a *“first responder”* to every call.
- 29.6 Any member reporting for duty intoxicated will be relieved of his or her duties by the Senior Officer in attendance, and the

incident will be reported to the *Fire Chief*. This action may lead to suspension from Fire Department duty.

29.7 If you miss any call when on long weekend standby, you miss your standby pay for one day. If you are unable to serve your long weekend standby, it is up to you to get an equal replacement. (See Section 28.5)

29.8 The following long weekends shall require long weekend standby: Victoria Day, Canada Day, Civic Holiday, Labour Day. Where Canada Day falls on a Tuesday, Wednesday or Thursday, there shall be no crew or platoon assigned a long weekend standby. An option of assigning a standby crew or platoon for Canada Day only shall be left to the discretion of the Fire Chief.

29.9 Long weekend standby starts at 18:00hrs Friday of the long weekend and ends 18:00hrs Monday of the long weekend. This shall be the standard unless otherwise approved by the Fire Chief.

30.0 **DISCIPLINARY PROCEDURES**

30.1 Disciplinary action should be corrective, not punitive.

30.2 When a serious situation arises where the Fire Chief feels that disciplinary action may be required, he/she will gather all the facts and discuss them with the a representative from the Human Resources Department and with the member prior to instituting any disciplinary measures.

30.3 The Fire Chief shall follow the progressive disciplinary steps as outlined below:

- a) The Fire Chief shall discuss the problem with the member and may give a verbal warning to the member if warranted. This discussion will be documented by the Chief and placed in the members personnel file.
- b) Where the infraction continues or is repeated, a clear written warning from the Fire Chief to the member, outlining the nature of the infraction, expected corrective action within a specified period of time, and consequences if the member fails to comply. A copy of this letter shall be filed in the member's personnel file.
- c) If necessary, a second written warning will be issued to the member, indicating that this is a final warning before more serious consequences will follow. A definite time period should be outlined for the member to correct his/her conduct. A copy of this letter shall also be placed in the member's personnel file and a copy provided to the CAO.
- d) If the member does not meet the requirements set out in the letter, the Fire Chief shall meet with the CAO to determine appropriate disciplinary action (and obtain legal advice, if deemed necessary), which may include one or more of the following measures:
 - (i) referral to counselling;
 - (ii) withholding of a promotion;

- (iii) demotion;
- (iv) suspension with or without pay for a specified period of time;
- (v) dismissal from the department.

30.4 Following the suspension of any member, the Fire Chief shall report the suspension and his/her recommendations to the CAO.

30.5 A member shall not be dismissed without being afforded the opportunity of a hearing before a review committee, if he/she makes a written request for such hearing within seven (7) days after receiving notice of his/her proposed dismissal.

30.6 The review committee shall be comprised of the Fire Chief, Deputy Chiefs (2) and CAO (a minimum group of three is required). The member may be afforded representation of his/her choice.

30.7 Following any hearing, the review committee's decision shall be final.

30.8 In the event of an action by a member which warrants immediate suspension or dismissal, the review committee may consider the matter immediately and take whatever action it considers appropriate.

31.0 **COMPLAINT PROCEDURE**

31.1 With the exception of such matters as are governed by the regulations made under provincial legislation, any member complaint shall be dealt with as follows:

- a) Members shall discuss with the Fire Chief any complaints, which he/she may have.
- b) If a member has a complaint that he/she feels has not been resolved to his satisfaction by discussion with the Fire Chief, he/she may, without fear of recrimination, discuss the complaint with the CAO. The CAO shall document the discussion and must reply to the complaint within five (5) working days. A copy of the reply shall also be provided to the Fire Chief.
- c) Failing a satisfactory settlement of the complaint, the member, without fear of recrimination, may within three (3) working days submit the complaint in writing in full detail to the Human Resources Committee.
- d) The complaint will be placed on the confidential agenda of the next Human Resources Committee meeting and the Fire Chief will be invited to attend. The Fire Chief and member shall state his/her case separately, and then be required to withdraw.
- e) The Human Resources Committee shall then consider the case and on reaching a decision, so notify the member in writing, with a copy to the Fire Chief. The Human Resources Committee may defer a decision at its option to obtain additional information, but must render its decision within fourteen (14) working days.
- f) The Human Resources Committee's decision shall be final.

32.0 **RESPONSE CALLS OUTSIDE OF MUNICIPAL LIMITS**

The Department shall not respond to a call with respect to an emergency outside the limits of the municipality except:

- 32.1 that in the opinion of the Fire Chief threatens property in the municipality or property situated outside the municipality that is owned or occupied by the municipality;
- 32.2 in a municipality with which an agreement has been entered into to provide fire protection, or;
- 32.3 on property with respect to which an agreement has been entered into with any person or corporation to provide fire protection therefore;
- 32.4 where, due to unforeseen circumstances, a fire or other emergency is found to be beyond the boundaries of the municipality and immediate action is necessary to protect life and/or property, the Municipality of Kincardine Fire Department will provide fire and emergency services on the site until the designated fire department arrives and command and control of the situation is transferred.
- 32.5 a call regarding the Bruce County Mutual Aid system.
- 32.6 when members of the fire department are requested to assist another department as part of the Bruce County Critical Incident Stress Management (CISM) Response Team.

**Section II
Benefits**

33.0 NEGOTIATION PROCESS

- 33.1 The negotiation process is a defined process to evaluate Section II of this By-law over a defined period of time.
- 33.2 The C.A.O. and two members of the Corporate Services Committee will negotiate on behalf of the Municipality and report to closed session of Council/Committee of the Whole to obtain authorization and/or general comments from Council.
- 33.3 The firefighters shall choose from amongst themselves a "negotiating committee", which shall consist of no more than two current active members from each station, who shall be the liaison between the firefighters and the Negotiating Committee of the Municipality. The Deputy Chiefs shall be excluded from this process and shall meet as a separate group to negotiate their salary and benefits. A firefighter who sits on the Negotiation Committee shall not be subject to discrimination or punitive action by Council because of his/her involvement with the Negotiation Committee. The Fire Chief will serve as staff resource.
- 33.4 On or before Sept. 15th of the year prior to the year for which negotiations are being undertaken, the firefighters groups shall present to the Fire Chief, confidentially, in writing, their requests for salary and benefits for the following year. Upon receiving the requests from the Fire Chief, the Chief Administrative Officer shall then meet with the Corporate Services Committee representations (2), in camera, and schedule meetings with the firefighters group and the Deputy Chiefs to discuss the requests. This negotiating process may require several meetings.
- 33.5 It is the general intention of the Municipality to conclude the negotiating process prior to January 1st; however, in an election year this may be impossible, and the out-going Council may wish to leave the salary negotiations for the new Council to carry out. In this case, the firefighter groups shall be required to adjust to Council's schedule.
- 33.6 Nothing in this section shall preclude the Council and firefighters from agreeing to a multi-year salary and benefit package.

34.0 STAFF TRAINING

- 34.1 Fire Firefighters shall be provided with the training necessary to carry out their tasks in a safe and efficient manner. The Fire Chief, within the approved budget, schedules firefighters for specific training. The Municipality shall cover 100% (one hundred percent) of the tuition costs for any courses required by the Municipality.
- 34.2 Fire Firefighters wishing to receive an advance to cover eligible expenses may make a written itemized request and the Fire Chief may authorize an advance up to 85% of eligible expenses. The firefighters on return must file an expense report showing eligible expenses incurred less the advance. Claims for advances or expense claims shall be paid within ten days of Accounts Payable receiving a proper completed and authorized form (by manual cheque if necessary).

- 34.3 The firefighters shall provide the Department with a copy of any municipally funded certificate/training course, once received, for the Human Resource's file and the Department file.
- 34.4 Licence renewal fees (as part of job requirement) will be paid by the Municipality at the discretion of the Fire Chief.

35.0 TRAINING PLANNING, PREPARATION & PRESENTATION

- 35.1 Any competent firefighter, due to experience, education or training, and at the recommendation of the Training Officer(s) shall be paid the flat rate sum of \$30.00 per session over and above the payment for attendance at regular biweekly training for the planning, preparation and presentation of the specified firefighting topic. The presentation and content shall follow recognized industry standards where possible including use of the Ontario Fire Marshal standardized curriculum. This payment shall be approved by the Fire Chief upon completion of the training event.

36.0 BOOT ALLOWANCE/PERSONAL PROTECTIVE EQUIPMENT

(Specifically for health & safety purposes)

- 36.1 All firefighters shall be eligible for boot allowance, if job requires.
 - a) Boot Allowance

The fire fighter after completion of the probationary period may accumulate to a maximum of \$640.00 within a four year period and may purchase up to four pairs from this amount. The Fire Chief is responsible to ensure that unused funds are carried forward to the following year's budget.

Note: The intent of this policy is to provide firefighters with black CSA approved safety footwear or NFPA certified firefighting boots not exceeding one (1) pair of each in the calendar year and providing the firefighter has a sufficient boot allowance balance. The safety footwear purchased should be a style that is appropriate to be worn with the department issued station wear.
- 36.2 Once per year payment will be issued for boot allowance on or before September 30th **(Please Note: receipts for boots must be received on or before September 15th of each year)**
- 36.3 Payment by exception will be made by the Human Resources Department.
- 36.4 New firefighters may submit their boot receipts for safety boots (not firefighting boots) within 2 weeks after their start date and payment will be made within 2 weeks.
- 36.5 A PPE Committee will be formed including the Fire Chief and some firefighters to review PPE equipment to be purchased from operating budget.

37.0 MEDICAL BENEFITS

General

- 37.1 The Municipality of Kincardine reserves the right to select the insurance carrier for medical benefits. In all cases, the sole obligation of the Municipality is to determine the benefits to be provided under the plan(s) and pay the premiums required by the plan(s). Any disputes regarding the administration of the plan or payment of benefits lie between the firefighter and the insurance carrier. The Human Resources Department will act to assist firefighter in areas of dispute.
- 37.2 Medical benefits are optional for each firefighter, who does not currently have a plan and not a condition of employment.
- 37.3 The Municipality of Kincardine shall pay 100% (one hundred percent) of the billed premium for Medical Benefits (Green Shield) for eligible firefighters.
- 37.4 Coverage commences on the first date of employment.
- 37.5 In the event that a firefighter dies while employed by the Municipality, the Municipality shall continue to pay extended health care, vision plan, and dental plan premiums on behalf of that firefighter's dependents for a period of two (2) years from the date of the firefighter's death, provided the firefighter's share of the premiums is remitted to the Municipality. This section shall not apply if the insurance company in effect at the time does not offer this benefit as an option.
- 37.6 **Extended Health Care**
- 37.7 Particulars of the benefit plan are outlined in the insurance company's handbook to firefighters and are subject to the provisions of the insurance plan documents.
- 37.8 Firefighters shall be reimbursed costs covered under the benefit pursuant to the applicable insurer's administrative policy in effect at the time. In some cases, a firefighter may be required to pay for the goods and services and be reimbursed following submission of a claim to the insurance company.
- 37.9 **Dental Benefits**
- 37.10 Particulars of the benefit plan are outlined in the insurance company's handbook to firefighters and are subject to the provisions of the insurance plan documents.
- 37.11 Premiums and benefits shall be based on the current Ontario Dental Association fee schedule. Any disputes regarding the administration of the plan or payment of benefits lie between the firefighter and the insurance carrier.
- 37.12 **Vision Care**
- 37.13 Particulars of the benefit plan are outlined in the insurance company's handbook to firefighters and are subject to the provisions of the insurance plan documents. Includes coverage for eye exams once every 24 months to a maximum of \$90.00 and laser eye surgery is an eligible benefit with the current vision care maximum.

38.0 SAFETY GLASSES

- Option #1 Supplied exterior safety glasses provided by the Municipality of Kincardine.
- Option #2 Prescription safety glasses up to *\$225.00 every 36 months or sooner with written certification from an optometrist/ophthalmologist that the prescription has changed significantly in that it may affect safety.

*Receipts must be forwarded to the Human Resources Department, which will be paid with regular accounts from the Fire Department budget.

All firefighters have the choice of Option #1 or Option #2 above.

39.0 UNIFORMS:

Coverage: All Firefighters

Statement: To regulate assignment and use of departmental uniforms, cresting and associated regalia.

- 39.1 Fire Department uniforms shall be assigned based on seniority.
- 39.2 Fire Department members with a minimum 1 year experience shall be issued a station wear uniform consisting of dark navy shirt, dark navy trousers, black tie, fire department belt and rank bars and approved department cresting.
- Jacket to be provided on an as needed basis.
- 39.3 Fire Department members with a minimum 2 years experience shall be issued a station wear jacket and uniform hat with approved department cresting.
- 39.4 Fire Department members with a minimum 4 years seniority shall be assigned a full dress uniform consisting of dark navy tunic, navy trousers, black tie, navy uniform shirt, white gloves, uniform hat (if not already assigned), rank bars, approved department cresting and any other regalia as approved.
- 39.5 Officers shall receive after 4 years minimum seniority a white uniform shirt in addition to a navy uniform shirt.
- 39.6 White uniform shirts shall be designated for officers only.
- 39.7 Navy uniform shirts shall be designated for firefighters only. Officers may wear navy uniform shirts as station wear.
- 39.8 It shall be the sole responsibility of the Deputy Chiefs to ensure the Fire Chief has current up to date measurements of all firefighters on file at all times for uniform ordering. Uniforms will not be provided if measurements are not available.
- 39.9 Personnel shall not enter any establishment serving alcohol at any time while in assigned uniform unless performing their duties as a firefighter.
- 39.10 Uniforms shall not be worn for any purpose other than fire department assigned duties. Examples of acceptable use include mutual aid meetings, external training, open houses, fire inspections, station training and any other functions as approved. All other uses shall be

prohibited.

39.11 All uniforms shall be provided only within the constraints of the departmental budget.

40.0 FIREFIGHTER RECOGNITION PLAN

Statement: The Corporation will recognize and reward all firefighters for their years of service and contribution to the Corporation.

40.1 Recognition of service shall be for firefighters reaching 5, 10, 15, 20, 25 and 30 years of service.

40.2 Firefighter(s) will receive an appropriate corporate memento and/or gift as outlined below in recognition of their contribution and years of service.

40.3 The date used to calculate service for the purpose of this policy will be the year of appointment as a firefighter.

40.4 Service Recognition Awards:

5 Years: \$50 *Dinner Gift Certificate.

10 Years: Gold tie-pin or gold pendent with municipal logo or set of crystal wine glasses with inscribed Municipal Crest or a \$200.00 gift certificate. Not to exceed \$200.00 in value.

15 Years: \$200.00 *Dinner Gift Certificate.

20 Years: Gold Watch with Engraving/or Gold Bracelet with Engraving or firefighter's choice of a gift. Not to exceed \$400.00 in value.

25 Years: Municipal Gold Ring with Crest or firefighter's choice of a gift. Not to exceed \$500.00 in value.

30 Years: Firefighter's choice of a gift up to \$300.00 in value.

After 30 years firefighters will be recognized in 5 year increments. Choice of a gift up to \$300.00 in value.

Retirement: Monetary Gift of a value of \$50.00 per year of service for bona fide retiring firefighters.

40.5 Retiring firefighters will be given the option to be recognized at the Christmas Party as a retiring firefighter.

*Dinner gift certificates to be used at any restaurant in the Municipality of Kincardine

Notes:

- a) In October of each year, Human Resources Department will provide to the Fire Chief, for verification, a list of those firefighters who will qualify for a service recognition award for the current year.

- b) The service recognition awards will be presented to the firefighters prior to December 31 of each year at an annual ceremony.
- c) Costs associated with recognition and retirement will be included in the Fire department's budget.
- d) The Municipality will pay for all dye charges for pendants, pins etc.

41.0 DAVIDSON CENTRE

Use of the Davidson Centre Health Club, *Aqua Fit and *municipal employee instructed programs is provided by the Municipality of Kincardine as a benefit to encourage healthy living. It is provided to all fire fighters, spouses, retired firefighters and dependent children living in the home of the immediately mentioned groups above. The Davidson Centre Health Club includes the use of the gym, pool and sauna facilities.

*Conditional upon spaces not used by paying customers. (Employees take priority over spouses and dependents)

42.0 LEAVE OF ABSENCE

- 42.1 The Department may grant an unpaid leave of absence to any firefighter for personal reasons. Firefighters shall not accumulate service while on such leave nor shall they be entitled to any benefits.
- 42.2 Leave of absence is intended for long term scheduled absences and will be determined on a case-by-case basis.
- 42.3 Unpaid personal leaves of absence of up to one month in duration may be authorized by the Fire Chief. Personal leaves of absence of more than one month in duration must be authorized by the Chief Administrative Officer.
- 42.4 A request for a leave of absence of more than one month in duration should be made in writing at least one month prior to the desired commencement date of the leave. If the Corporation grants such leave, it shall confirm the terms of said leave in writing unless this is deemed an emergency situation by the Human Resources Department. If this is the case, a confidential report shall be given to the Corporate Services Committee at the earliest opportunity.

43.0 ABSENCE WITHOUT LEAVE

- 43.1 Any unauthorized absence from work will be considered absence without leave and may warrant disciplinary action. (See Section 28.5 & 28.9)

44.0 REPORTING ABSENCE

It is the responsibility of the firefighter to advise his/her Deputy Chief or Fire Chief of each occasion which requires an absence from duty. This shall be reported on the respective station accounting boards. Failure to do so may warrant disciplinary action.

45.0 TERMINATION

Statement: Termination of employment, either voluntary or involuntary shall be initiated with the appropriate notice and shall be properly documented for payroll processing.

45.1 Voluntary Termination

A firefighter who resigns his/her position is required to submit the resignation in writing. If the firefighter refuses to provide the resignation in writing, the Fire Chief will immediately confirm the verbal resignation in writing, stating the date and, if appropriate, the circumstances. The Fire Chief will notify the CAO immediately regarding this situation.

45.2 firefighters are expected to give a minimum of two weeks notice when resigning. The Fire Chief is expected to give thirty days notice. All written resignations must be acknowledged immediately.

45.3 When a firefighter retires from the Municipality of Kincardine Fire Department, the Department may fund a farewell event with the cost not to exceed \$275.00. (The CPI indexing will apply on an annual basis).

45.4 Involuntary Termination

Any termination shall be consistent with the terms of the Employment Standards Act.

45.5 Appeal Procedure

No appeals will be considered in the case of any firefighter discharged prior to completion of the probationary period.

46.0 FIREFIGHTERS ASSISTANCE PROGRAM

Coverage: All Firefighters

Statement:

The Corporation shall provide guidance to firefighters who develop social or health problems as a result of drug or alcohol abuse, or emotional problems which affect the quality of their job performance. The objective will be to identify fire fighters whose work habits are affected by an alcohol/drug problem or an emotional problem and to attempt to assist in correcting an fire fighter's work habits, through the establishment of a rehabilitation program or treatment program, or if necessary, through disciplinary action.

Procedure:

Assisting a firefighter who has a drug/alcohol problem or emotional problem is a co-operative venture of the individual firefighter and management and may require referral to, and assistance from, one or more treatment agencies listed at the end of this policy. It has been found that this team concept produces the best results. Clear directions from management are required to motivate the firefighter to accept help. The success or failure of the rehabilitation programs/treatment programs will be measured through work performance and attendance data. The facts should therefore be properly recorded and brought to the firefighter's attention on a regular basis. The firefighter needs to know that in the end,

their continuation as a firefighter depends on their successful rehabilitation.

Step 1

Whenever it is suspected that poor work performance, attendance, firefighter relations or other problems indicate the existence of a drug/alcohol/emotional problem, the Fire Chief will conduct an interview with the firefighter. The firefighter is informed by the Fire Chief that their work must improve within a specified time frame (usually one month), or a formal letter of warning will be issued to the firefighter.

The firefighter is then informed of the resource agencies. Details of this interview are to be recorded by the Fire Chief and filed with the Human Resources Department.

NOTE

The firefighter may actually initiate this step, and in fact the firefighter should be encouraged to do so.

Step 2

A confidential record of the firefighter's performance is maintained by the Human Resources Department who, after the time frame specified in Step 1, either files a report stating that the firefighter's problems are being resolved or alternatively sends a letter of warning that suspension or other action will follow repetition of the action(s) outlined. Again, the Fire Chief must specify a time frame for immediate improvement. A copy of all warning letters must be filed with the Human Resources Department, and if required, the treatment agency to which referral is made.

The firefighter's work record is maintained regularly and, after the time frame specified in Step 2, the Human Resources Department sends the firefighter one of the following letters:

- a) if work record has improved and rehabilitation is progressing according to the treatment agency, a letter of commendation is sent to the firefighter with a note, that their work habits will continue to be evaluated on a regular basis, or
- b) if work has not improved, a letter of suspension or other action. If the Human Resources Department opts for suspension rather than other action, a new trial period, as per Step 2 must be established. Copies of these letters are to be sent to the Human Resources Department and Fire Chief and the treatment agency involved.

NOTE

The foregoing procedures are guidelines only and may be altered to cope with specific situations. This policy does not bind the Corporation to undertake any rehabilitation procedures. The provisions of any working agreements, must however be strictly followed. Confidential documentation is vital for either the rehabilitation or the disciplinary process. The individual actions of the Fire Chief will be limited to the frame work set out above. Attempts at rehabilitation, including counseling for drug, alcohol, or emotional problems, will be left to the appropriate agencies as listed at the end of this policy or acceptable alternate accredited professionals. Complete and accurate confidential records must be kept on file by the Human Resources Department.

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Establish and Regulate Municipality of Kincardine Fire Department By-law
By-law No. 2008-173
Office Consolidation – April, 2017

48.0 This by-law shall come into full force and effect upon its final passage.

49.0 The benefit/compensation package outlined herein is effective from January 1, 2016 to December 31, 2019.

50.0 This by-law may be cited as the “Establish and Regulate Municipality of Kincardine Fire Department Amendment (2016) By-law”.

READ a FIRST and SECOND TIME this 15th day of October, 2008.

Mayor

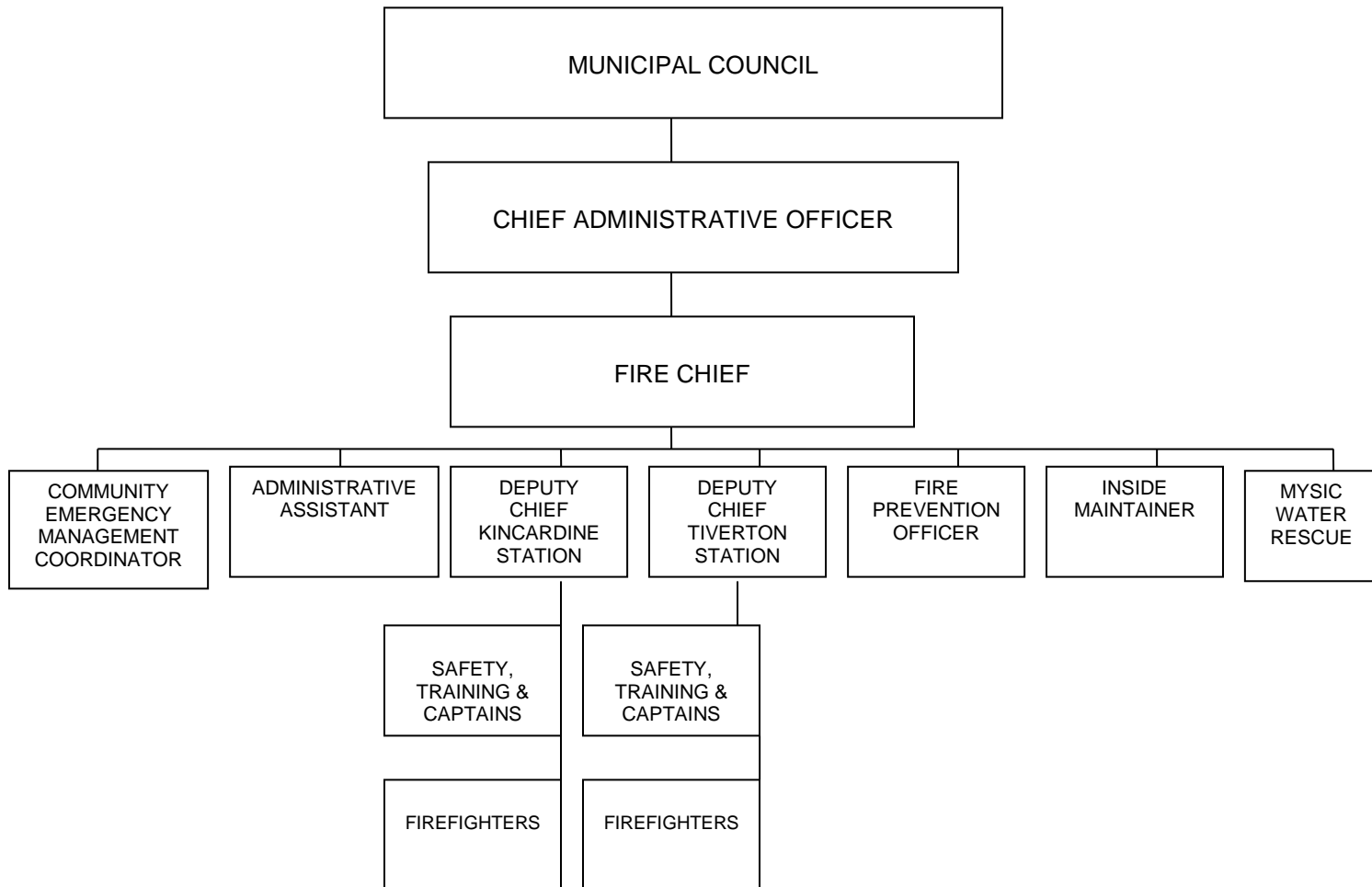
Clerk

READ a THIRD TIME and FINALLY PASSED this 5th day of November, 2008.

Mayor

Clerk

Appendix 'A'
FIRE DEPARTMENT (Human Resources) ORGANIZATION CHART



APPENDIX 'B'
FIREFIGHTERS HIRING PROCESS

STATEMENT: To ensure firefighters hired by the Municipality of Kincardine are selected in a consistent manner that meets the needs and circumstances of the Municipality of Kincardine with respect to optimizing fire response, fire safety education and maintaining adequate fire protection at all times.

- I. Firefighter applicants shall be recommended based on a point system scoring.
- II. "Work within" and "live within" refers to the assigned fire station.
- III. A standing recruitment selection committee ("the hiring committee") from each station shall be appointed annually (at a minimum) or as required by the Deputy Chief(s) to recommend suitable candidates to the Deputy Chief(s) for each respective Fire Station. Candidates shall be recommended by the Deputy Fire Chief(s) for approval by the Fire Chief. Standing hiring committee members shall be the Fire Chief and the Deputy Fire Chief(s).
- IV. In addition, each committee shall also consist of one Officer and two firefighters from the respective fire station.
- V. All hiring committee members shall openly declare any conflict of interest to the Fire Chief with regard to themselves and applicants including relatives and co-workers.
- VI. All applicants upon request of the Fire Chief and at their own expense shall provide a clean current driver abstract, a current criminal background check, a current sexual offender background check and a current medical fit for duty report from their physician on municipal forms. Successful candidates approved for hiring shall be reimbursed for their expenses in obtaining these documents by the Municipality of Kincardine.
- VII. The selection process shall follow the general guidelines of the most current Ontario Fire Marshal's Recruitment and Retention program where possible.