



## **COLLECTIVE AGREEMENT**

**BETWEEN:**

**The Corporation of the Township of  
Wainfleet**

**AND**

**The Wainfleet Volunteer  
Firefighters Association**

**January 1, 2019 to December 31, 2020**

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**ARTICLE 1 – PURPOSE**

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer, the Association and the Volunteer Firefighters, to provide for settlement of grievances and to maintain satisfactory working conditions, wages and benefits for all Volunteer Firefighters subject to this Agreement.
- 1.02 As a means to a safe and efficient operation, the parties agree to have an ongoing harmonious relationship by addressing any differences in an amicable and prompt manner.
- 1.03 The parties recognize that the provisions contained herein shall be interpreted in accordance with the *Ontario Labour Relations Act*, the *Ontario Human Rights Code*, the *Employment Standards Act* and the *Workplace Safety and Insurance Act*.
- 1.04 In recognition of the mutually advantageous relationship of the parties, the Employer agrees to share equally with the Association in the costs of printing Collective Agreement booklets.

**ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Association as the sole bargaining agent for all Volunteer Firefighters employed by the Township of Wainfleet as defined by Subsection 1 (1) of the *Fire Protection and Prevention Act, 1997 (FPPA)*.
- 2.02 There shall be no revision, amendment or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by mutual agreement in writing by the parties. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.
- 2.03 If the Employer creates a job that properly fits within the scope of this Collective Agreement, the Employer shall assign a temporary wage rate to the position and advise the Association in writing.
- 2.04 The temporary wage rate shall become the permanent rate six months after the rate is first established. Should the Association disagree with the assigned rate, the Association shall have thirty (30) calendar days from the date of notification to serve written notice on the Employer that they wish to challenge the assigned rate.
- 2.05 Having been served notice of the challenge, the Employer and the Association shall attempt to negotiate the wage rate of the new position. If the parties are unable to do so, the matter may be referred to a sole arbitrator, who shall have full remedial power to deal with the unresolved issue.

**ARTICLE 3- EMPLOYER RIGHTS**

- 3.01 The Association acknowledges that it is the exclusive right of the Employer to manage the operation of its emergency services and this right includes, but is not limited to, the right to move, remove or add resources, including but not limited to vehicles, equipment and staffing levels, and the right to hire, lay off, fire, promote, demote and suspend any Volunteer Firefighter provided, that any Volunteer Firefighter, that has completed probation, may claim that they have been disciplined or discharged without just cause may be the subject of a grievance.
- 3.02 The Association agrees that there shall be no interference with the Employer's business.
- 3.03 The Association recognizes and accepts the provisions of this Agreement as binding upon itself, each of its duly authorized officers, representatives, and Volunteer Firefighters represented by the Association and pledges that it, each of its duly authorized officers and representatives, and all Volunteer Firefighters falling within the terms of this Agreement will observe the provisions of this Agreement.
- 3.04 All Volunteer Firefighters on becoming sixty (60) years of age shall be required to complete a yearly medical examination in order to verify that they are able to meet the reasonable performance standards set by the Employer.
- 3.05 It shall be the duty of each Volunteer to notify the Deputy Fire Chief and/or designate promptly of any change in address, telephone number, marital status and dependents. If the Volunteer fails to do this, the Employer will not be responsible for failure of a notice to reach such Volunteer and/or any other problems which may arise from it.

**ARTICLE 4 – DEFINITIONS**

**Active** - Shall refer to a Volunteer Firefighter who is actively performing the duties of a Volunteer Firefighter and is not on an approved leave; suspended; not on an unapproved leave; or terminated.

**Agreement** - shall refer to this document ratified, signed and implemented in accordance with the Ontario Labour Relations Act.

**Association**- shall refer to the Wainfleet Volunteer Firefighters Association

**Association Representative**—(Representative) may be one of the following: four (4) Volunteers (one per station), and/or the Association President. May also be referred to as "Steward".

**Calendar day(s)** when used in this Agreement shall be all days including Saturdays, Sundays and holidays.

**Chain of Command** – shall refer to the Organization Chart of the Fire & Emergency Services

**Chief Administrative Officer** – shall hereinafter be referred to as CAO.

**Corporation**- shall refer to the Corporation of the Township of Wainfleet, and/or Municipality.

**Correspondence** – shall refer to an email, letter or facsimile.

**Department** – shall refer to Wainfleet Fire and Emergency Services (“WFES”).

**Manager of Fire and Emergency Services/Fire Chief**– shall hereinafter be referred to as the Fire Chief.

**Employer**- shall refer to the Municipality, and/or Corporation, and/or Township

**Employment** –shall be interpreted in the context of the Volunteer who has been hired as a Volunteer Firefighter, as defined by the Fire Protection and Prevention Act.

**Grievance** –shall refer to a difference arising between the Association and the Municipality, relating to the interpretation, application or administration of the Agreement.

**Official of the Association** as used in this Agreement shall be understood to include both local board members who are appointed by the Association, and stewards appointed in accordance with this Agreement.

**Probationary Volunteer Firefighter(s)** shall mean a Volunteer Firefighter(s) who has not completed the probationary period prescribed in this Agreement. Probationary Volunteer Firefighters will be subject to all of the terms and conditions outlined in the Agreement except where expressly excluded.

**Seniority** - shall mean length of continuous service as a Volunteer, with the Wainfleet Fire and Emergency Services.

**Singular or Masculine** –wherever the singular or masculine are used in the Agreement, the same meaning shall be considered as if the plural or feminine had been used, and further, masculine and feminine shall be fully interchangeable, save for instances where a particular gender is necessarily specified. Lastly, the masculine and feminine pronouns shall be considered to also be representative of any other gender projections, as required by federal or provincial law.

**Steward/Representative**–for the purposes of this agreement *Steward* and *Representative* will have the same meaning. A Representative may be one of the following: four (4) Volunteers (one per station), and/or the Association President

**Volunteer** - shall refer to any Volunteer Firefighter/persons(s) (also referred to as VFF) as described in Article 2 of this Agreement, employed by the Township and shall include Officers of any Rank or Classification of Firefighters within the bargaining unit below the rank of Deputy Fire Chief.

**Working Days** –shall exclude Saturdays, Sundays and Statutory Holidays.

**Working Hours** – shall refer to any hours where the Volunteers are engaged in training, emergency response, station or equipment maintenance, fire prevention or any other recognized Volunteer duty.

**ARTICLE 5 – EMPLOYER / ASSOCIATION RELATIONS****5.01 - Correspondence**

- a) Correspondence from the Association to the Employer shall be addressed and delivered to the CAO or designate.
- b) Correspondence from the Employer to the Association shall be addressed and delivered to the Association President selected and identified in writing to the Employer by the Association and the Employer
- c) The Employer will provide one bulletin board per station, for the posting of Association notices and bulletins which shall be dated and signed before posting, by an authorized Association Representative.

**5.02 – Labour Management Committee (Formerly FATC)**

- a) The Employer and the Association agree that a Labour Management Committee shall meet as necessary to provide an opportunity for open communication to discuss matters that may improve the relationship between the parties, but excludes grievances and matters that may pertain to negotiations for this Agreement.
- b) The Labour Management Committee shall consist of three to four (3-4) Volunteer Association Representatives, the Fire Chief, and/or Deputy Fire Chief and the CAO and/or designate and as supported by Human Resources.
- c) The Labour Management Committee shall not have the power to add, amend, delete or change any part of the Agreement.

**5.03 - Negotiating Committee**

- a) The Association Negotiating Committee will consist of not more than four (4) Volunteers. Volunteers who are members of this Committee will negotiate new or revised Collective Agreements.
- b) The Employer Negotiating Committee may consist of the Fire Chief and/or Deputy Fire Chief, CAO or designate, as supported by the Treasurer and Human Resources, or any other representative the Employer deems necessary.
- c) The Volunteers serving on the Association Negotiating Committee shall receive compensation equal to a maximum of twenty-four hours wages at the 'Committee' activity rate as outlined in Schedule 'B' for all hours worked in the preparation and negotiation of the Collective Agreement. This compensation shall be paid in the pay period following ratification of this Collective Agreement

**ARTICLE 6 – STRIKES & LOCKOUTS**

- 6.01 During the term of this Agreement and while negotiations for a further agreement are taking place, the Association shall not permit or encourage any strike, slow-down or stoppage of work and shall not otherwise restrict or interfere, through its members, with the Employer's operation.
- 6.02 During the term of this Agreement and while negotiations for a further agreement are taking place, the Employer shall not lock out any of the Volunteer Firefighters or deliberately restrict or reduce hours of work or deliberately layoff Volunteer Firefighters when such layoff is not warranted by the workload.

**ARTICLE 7 – ASSOCIATION SECURITY**

- 7.01 Neither the Employer nor the Association will compel Volunteer Firefighters to join, or not to join, the Association. The Employer will not discriminate against any volunteer because of Association membership or lack there-of. All new volunteers will be informed of the contractual relationship between the Employer and the Association at the time they are hired.
- 7.02 Any Volunteer Firefighter who cannot support the Association because of conscientious objection as determined by the Association's internal guideline's, may not be represented by the Association executive and will not receive Association benefits.

**ARTICLE 8 – ASSOCIATION BUSINESS**

- 8.01 For the purpose of representation with the Employer, the Association shall function and be recognized as follows:
- a. The Association may appoint or elect up to one steward per Station. Stewards are representatives of the Volunteer Firefighters in all matters pertaining to this Agreement, including the processing of grievances. Only those Volunteer Firefighters who have successfully completed the probationary period shall be eligible to be a steward.
  - b. It is agreed that the Association will elect or otherwise select an Association Negotiating committee consisting of four (4) Volunteer Firefighters. All members of the Association Negotiating committee shall be active Volunteer Firefighters and shall have completed probation.
  - c. Notwithstanding 8.01 (b), the Association may appoint an agent to act on its behalf and represent its interests in the collective bargaining process.
  - d. Following the receipt of written communication from the Association requesting the attendance of a Volunteer who is an Association Representative, at an Association activity such as training, the Employer may approve the absence as an 'excused absence'. The incidents, training or fire prevention activities which occur during the 'excused absence' will not be counted as events when calculating their attendance percentages.

- 8.02 The Association agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.
- 8.03 The Employer will provide a bulletin board conspicuously placed in Station No. 2 for the exclusive use of the bargaining agent for legitimate Association business. The Association agrees that defamatory or libelous statements concerning the Township, Fire and/or Emergency Services and its officers shall not be placed on bulletin boards.
- 8.04 The Association agrees to not engage in Association activities during Working Hours or hold Association meetings on the premises of the Employer without written notification to, and approval from, the Fire Chief or designate.
- 8.05 Without limiting the rights of the Employer in Article 2, it is further recognized that the Employer may meet periodically with the Volunteer Firefighters for the purpose of discussing any matters of concern to the Employer.
- 8.06 The Association shall be allowed free use of the Wainfleet Fire Fighters' Memorial Hall on the following basis:
- a. Once per month to conduct a general meeting of Association members to a maximum of 12 times per calendar year.
  - b. Once per month to conduct fundraising activities or host social functions to a maximum of 12 times per calendar year.
  - c. For the private and personal use of any Association Member in good standing, and their immediate family. Each family shall be allowed one (1) use per calendar year. Such rentals are to be booked with the Township Recreation Department and are subject to availability. Rental deposits will be required as per the "Rental Agreement"
- 8.07 Notwithstanding the provisions of 8.06, additional rentals of the Memorial Hall may be made by the Association or its members at the prevailing rental rate on a first come, first served basis.
- 8.08 **Seniority Calculation**
- a. When two (2) or more Volunteers are hired on the same day, their Seniority order shall be determined by alphabetical order of surname and then by given name.
  - b. Level of training, certification(s) and attendance records may also be used when determining seniority, if all things are equal, then alphabetical order of surname and then by given name, shall prevail.



**ARTICLE 9 – COMPLAINT & GRIEVANCE PROCEDURE**

- 9.01** The parties to this Agreement recognize the stewards specified in Article 8.01.a as the agents through which Volunteer Firefighters shall process their grievances and receive settlement thereof.
- 9.02** A Volunteer Firefighter having a question, or a complaint, that has not already been dealt with through the normal chain of command shall refer it to the Deputy Fire Chief, or their designate. The Volunteer Firefighter shall have the option of having a steward present. It shall be the responsibility of the Volunteer Firefighter to arrange for the steward presence.
- 9.03 COMPLAINT PROCEDURE**
- a. It is the mutual desire of both parties that a Volunteer's complaint be addressed as promptly as possible. A complaint can be regarding the interpretation, meaning or application of this Agreement, or alleged violation of the Agreement.
  - b. A Volunteer having a complaint shall first discuss the matter with a Station Captain within ten (10) working days of the circumstance, act or condition giving rise to the complaint. At the Volunteers discretion, a Volunteer may be accompanied by another Volunteer or a Volunteer Association Representative.
  - c. The Station Captain shall address and forward the matter to the Deputy Fire Chief. The Station Captain may assist in the investigation. A written response shall be provided to the Volunteer within five (5) working days from the date the Deputy Fire Chief received the complaint.
- 9.04 GRIEVANCE PROCEDURE- STEP 1**
- a. If the question or complaint is not resolved after discussion with the Station Captain, then the Volunteer Firefighter, accompanied by a steward, shall submit a written grievance to the Deputy Fire Chief (or designate) within seven (7) working days of receipt of the written response to the original complaint.
  - b. Within ten (10) working days of the written submission the parties will meet to attempt resolution of the grievance.
  - c. The Deputy Fire Chief (or designate) will issue a response in writing to the Association within seven (7) working days of the meeting.
  - d. In the event the grievance is denied or the Deputy Fire Chief (or designate) fails to respond, the grievance may proceed to Step 2 of the grievance process.

**9.05 GRIEVANCE PROCEDURE- STEP 2**

- a. If the grievance is not settled under Step 1, the Association may within seven (7) working days submit a written grievance to the Fire Chief(or designate).
- b. The parties shall meet within ten (10) working days from the date of submission of the grievance. The Fire Chief may be accompanied by the Human Resources Manager.
- c. The Fire Chief(or designate) shall notify the Association of their decision in writing within seven (7) working days following said meeting.
- d. In the event the grievance is denied or the Fire Chief fails to respond the grievance may proceed to Step 3 of the grievance process

**9.06 GRIEVANCE PROCEDURE - STEP 3**

- a. In the event that the Grievance is not resolved at STEP 2 of the Grievance procedure, the Association may submit a written grievance to the Labour Management Committee (LMC) of the Township of Wainfleet within five (5) working days of the receipt of the Fire Chief's written response in Step Two.
- b. Within ten (10) working days following the receipt of the written STEP 3 grievance the LMC may meet with the grievor. The grievor shall be accompanied by a Volunteer Association Representative to discuss the potential resolution of the grievance.
- c. The LMC shall render a decision in writing to the Employer, the Grievor and the Association Representative(s) within five (5) working days from the Step 3 Grievance meeting.
- d. Upon receipt of the LMC response, the Association shall render a written response within ten (10) working days.
- e. If the Association fails to give the Employer a written response within ten (10) working days after the Step 3 meeting the grievance will be deemed to be abandoned, and no further action will be taken.
- f. Upon receipt of the LMC response, the Employer shall render a written response within ten (10) working days.
- g. If the Employer fails to give the Association its written response within ten (10) working days after the Step 3 meeting, the grievance may proceed to Arbitration.

9.07 The time limits as prescribed may be extended by mutual agreement of the parties in writing.

9.08 Where a deadline pursuant to this article falls on a day when the Employer's normal administrative operations are closed, such deadline will automatically fall on the next business day.

- 9.09 If a complaint or written Grievance is not submitted within the time frames outlined above, the Grievance is deemed to have been abandoned, and no further action will be taken.
- 9.10 A "Group Grievance" is defined as a single grievance, signed by a steward on behalf of a group of Volunteer Firefighters who have the same complaint. Such grievances must be dealt with at the successive stages of the grievance procedure commencing with Step 1. Each member of the grieving party shall be listed on the grievance form.
- 9.11 A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement. A Policy Grievance may be submitted by either party to Step 3 of the grievance process. Such Policy Grievance shall be signed by a steward, or in the case of an Employer's Policy Grievance, by the Employer or his representative.

#### **ARTICLE 10- MEDIATION AND ARBITRATION**

- 10.01 If a grievance remains outstanding after Step 3 of the grievance procedure, the parties may, by mutual agreement, refer the grievance to mediation. The party requesting mediation shall send notice of its desire to refer the grievance to mediation within ten (10) working days after receipt of the written decision at Step 3, or within ten (10) working days after a decision should have been issued.
- 10.02 The parties agree that all expenses arising from the appointment of the mediator shall be shared equally.
- 10.03 The parties shall mutually select a mediator. If the parties cannot agree on the selection of a mediator within a reasonable time frame, or the parties cannot mutually agree to mediation as in 10.01, either party may apply to the Ministry of Labour to request that an arbitrator be appointed. At that point, the matter shall proceed to arbitration in accordance with section 53 of the *Labour Relations Act, 1995*.
- 10.04 Where both parties agree in writing to the resolution derived from the mediation or arbitration process, the settlement shall be binding.
- 10.05 Upon mutual consent of the parties, nothing within this Agreement shall prevent a mediator from serving in the capacity of an arbitrator in accordance with Section 50 of the *Labour Relations Act, 1995* as amended from time to time.

#### **ARTICLE 11 – DISCIPLINE, SUSPENSION & DISCHARGE**

- 11.01 The progressive discipline guidelines shall be followed when addressing a Volunteer's inappropriate behaviour or unsatisfactory performance.
- 11.02 The Employer will work with the Volunteer to identify and counsel the Volunteer as required on the appropriate behaviour or performance of a Volunteer.
- 11.03 Progressive discipline shall generally include formal coaching, verbal warning, written warning, suspension and termination; however, the parties to this Agreement recognize a variant approach may be warranted, at the discretion of the Employer, in certain situations based on the nature of the circumstances.

- 11.04 Whenever the Employer intends to provide formal coaching, the Volunteer may request a member of the Association to be present. The right to representation at a coaching meeting may be waived by the Volunteer Firefighter.
- 11.05 Whenever the Employer intends to apply disciplinary measures such as verbal warning, written warning, suspension or termination, the Volunteer may be accompanied by their Association Representative. The right to representation at a disciplinary meeting may be waived by the Volunteer Firefighter.
- 11.06 The Volunteer shall be given a copy of any written warning, suspension or termination notice which is intended to form any part of the Volunteer's employment record.
- 11.07 Within seven (7) working days following a warning, the Volunteer Firefighter, if he has completed the probationary period, may process a complaint about the warning via the grievance procedure
- 11.08 In the event the Volunteer who has completed probation feels that they have been wrongfully suspended or terminated, they may submit a written grievance at STEP 3, within five (5) days of the effective date of the suspension or termination.
- 11.09 Within ten (10) working days following a suspension or discharge, the Association may process a grievance via Step 2 of the grievance procedure provided the Volunteer Firefighter has completed the probationary period.
- 11.10 Warnings or suspensions appearing in a Volunteer Firefighter's personnel file shall be removed following the Municipal Records Retention Policy as amended, from the date issued if no other discipline has been issued within that period.
- 11.11 Only if authorized by the Volunteer, the Employer may forward copies of all written discipline to the Association.

#### **ARTICLE 12 – VOLUNTEER FIREFIGHTER STATUS**

- 12.01 All new Volunteer Firefighter(s) shall serve a probationary period of twelve (12) calendar months from their date of hire. Volunteer Firefighters will be evaluated by their Captain after nine (9) months of service, and prior to the completion of the probation period.
- 12.02 Notwithstanding 12.01, any Probationary Firefighter who possesses the required credentials and experience may, in consultation with the Officers at the respective Station, and at the Fire Chief and/or designates discretion, have their probationary period reduced to not less than nine (9) months.
- 12.03 The cost of testing and meeting other requirements of recruitment to the Department shall be paid equally by the candidate and the Department. The Township will pay related costs in advance and deduct the candidate's share of costs from the first disbursement payment made to the Probationary Firefighter.

- 12.04 A Recruit must successfully complete all applicable performance objectives before attending any fire or emergency calls.
- 12.05 A Volunteer shall maintain a minimum attendance of:
- 30% of **all** response calls;
  - 60% of **all** training (for a minimum of 60 hours annually);
  - 4 hours of Fire Prevention/Public Education (annually);
  - 50% Regular scheduled Station duties.
- 12.06 Attendance will be monitored on a quarterly basis and managed through progressive discipline as required.
- 12.07 Volunteer Firefighter attendance to alarms and training will be recorded and reviewed on a quarterly basis.
- 12.08 Volunteer Firefighter attendance to Station duties will be recorded and reviewed on an annual basis.
- 12.09 Failure to meet the minimum attendance requirements for two (2) consecutive quarters to alarms and training may result in disciplinary action, beginning with a counseling session.
- 12.10 Failure to meet the minimum attendance requirements on an annual basis for Station duties may result in disciplinary action, beginning with a counseling session.
- 12.11 A subsequent repeated failure to meet any of the minimum attendance requirements for the measurement periods shall result in further progressive discipline up to and including termination.
- 12.12 Volunteer Firefighter status will be lost and the employment relationship terminated if a Volunteer Firefighter:
- Quits, resigns or retires;
  - Is discharged for just cause;
  - Fails to report to work within a period of one hundred twenty (120) calendar days;
  - Fails to meet the attendance requirements as defined in Article 12;
  - Fails to return after an approved leave of absence;
  - Fails to successfully complete the probationary period.
- 12.13 Termination of employment pursuant to Article 12.12 shall not become the subject of a grievance.
- 12.14 Notwithstanding, of Articles 12.05 and 12.12, the Fire Chief shall retain discretion regarding the termination of a Volunteer Firefighter.
- 12.15 All regular Volunteer Firefighters will be subject to an annual review of individual performance and attendance, to be performed by their Station Captain, Deputy Fire Chief, Fire Chief or their designate.

- 12.16 In the event the Employer amalgamates with any other municipality, undergoes division into separate municipalities or otherwise undergoes a political or legal re-organization, the Employer will use its best efforts to preserve the employment rights of the Volunteer Firefighters.
- 12.17 The Employer will post External Postings for full time employment in positions within and/or out of the Township of Wainfleet Employees' Union (CUPE 1287-16) on the bulletin board inside Station #2. Firefighter Association members will be given preferred consideration for employment over external candidates.

### **ARTICLE 13 – RETIREMENT RECOGNITION**

- 13.01 Recognition of years of service shall be acknowledged on the retirement of all Volunteers who have served five (5) or more years of continuous service. Where a Volunteer has had broken service, where the previous years of service have not already been acknowledged at their initial retirement, the total of all years served with the Township of Wainfleet will be acknowledged in accordance with established guidelines.
- 13.02 In recognition of the Volunteer's years of service, the Township of Wainfleet shall provide a financial contribution, which may be used to assist with the costs of the retirement event (e.g. food, hall, beverages, and decorations) and/or to purchase a retirement gift or gift certificate for the Volunteer.
- 13.03 The financial contribution given is relative to the Volunteer's length of service with the Municipality as follows:

<b>Years of Service</b>	<b>Financial Contribution</b>
10 years to 14 years	Up to \$200
15 years to 19 years	Up to \$300
20 years to 24 years	Up to \$400
25 years to 29 years	Up to \$500
30 years and over	Up to \$600

### **ARTICLE 14 - POSITION VACANCY**

- 14.01 In all cases of filling any position vacancy from within the Association, or a decrease in the number of Volunteers or a recall following a layoff, the primary factors for selection shall be knowledge, skill, qualifications and ability to perform the duties in the subject position description.
- 14.02 However should the Employer deem the aforementioned factors to be relatively equal between two (2) or more Volunteers, seniority shall govern.
- 14.03 When a Lieutenant or Captain position becomes vacant, the Employer shall post a notice for the vacant position. The vacancy shall be posted for ten (10) working days and applications are to be received in accordance with details outlined on the posting.

**ARTICLE 15 – LAYOFF AND RECALL**

- 15.01 No Volunteer Firefighter shall be laid off or terminated as a result of the Employer contracting out any of its work or services to person(s) not employed by the Township of Wainfleet.
- 15.02 In the event of a layoff or recall from layoff, the Fire Chief, in consultation with the Officers shall, determine the order of the layoff(s) or recall. In determining the order the following factors shall be considered:
- a. Length of service
  - b. Skill, ability, qualifications and experience
  - c. Call response history
  - d. Training attendance, including completion of required training
  - e. Time-of-day availability
  - f. Physical capabilities
  - g. Professional development

Where the above factors are relatively equal, the least senior Volunteer Firefighter shall be laid off first and recalled last.

Notwithstanding the above, all Probationary Volunteer Firefighters shall be laid off first and recalled last.

- 15.03 No new Volunteer Firefighters shall be hired while any Volunteer Firefighter is on layoff.
- 15.04 A Volunteer Firefighter will be deemed to have resigned if, after lay off, he fails to acknowledge his availability to report to work within ten (10) calendar days after notice of recall is deemed to have been received and further, if he fails to report within thirty (30) calendar days after notice or recall is issued, as set out above.

**ARTICLE 16 – LEAVE OF ABSENCE**

- 16.01 A Volunteer Firefighter may request a leave of absence from the Employer without pay for a period of up to three (3) months and such requests will not be unreasonably denied.
- 16.02 Requests must be submitted in writing to the Fire Chief (or designate) at least twenty-eight (28) calendar days prior to when the leave of absence is to commence.
- 16.03 The Employer, at its discretion, may waive this notice period.
- 16.04 Only three (3) such leaves may be requested and/or taken in any five (5) year period.
- 16.05 In lieu of a Full Leave of Absence, and upon request by a Volunteer Firefighter, the Fire Chief may, authorize a "Modified" Leave of Absence based on the Volunteers ability to maintain mandatory skills and training for the duties to be performed.
- 16.06 Should a *Modified Leave* be granted the Volunteer will receive compensation for any time worked during the Modified Leave.

**16.08 Return from Leave**

- a. Two (2) weeks prior to the end of the leave of absence (or earlier) the Volunteer must contact the Fire Chief, or designate to discuss their return to service (which requires the approval of the Fire Chief or designate) OR request an extension of their leave, for no more than six (6) months; OR advise of his intent not to return to the Fire Service.
- b. Prior to the Volunteer's return to service from a leave of absence the Volunteer, in a timely manner, must complete the performance objective sign-offs (training), as defined by the Employer, that took place during the leave period.

16.09 In circumstances where the Volunteer has not been in contact with the Fire Chief, or designate, to discuss his return to work prior to the last day of the leave of absence, the Fire Chief, and/or designate will send an email to the Volunteer on leave to determine the status of his return to service and copy the Volunteer Association Representative on the email.

16.10 After seventy-two (72) hours, if there has been no response from the Volunteer, the Fire Chief, and/or designate, shall mail a registered letter to the Volunteer to the last known address outlining the need to respond to the original correspondence.

16.11 If the Volunteer fails to respond within fifteen (15) days after the registered letter has been sent, the Volunteer shall have been deemed to have abandoned his position and his service and seniority would be terminated.

**16.12 Medical Leave of Absence**

- a. A medical leave without pay shall be approved by the Fire Chief, or designate, provided the Volunteer has informed the Fire Chief, or designate, of the medical leave and provided appropriate, as determined by the Fire Chief, medical documentation, as soon as practicable.
- b. Two (2) weeks prior to the end of the medical leave, the Volunteer is to contact the Fire Chief, or designate, to discuss return to duty or request an extension of the medical leave, to no more than six (6) months. Satisfactory Medical documentation, as determined by the Fire chief, must be presented to return to Fire Service OR extend the medical leave.
- c. Prior to the Volunteer's return to service from a medical leave, medical documentation must be provided to confirm the Volunteer is able to return to full regular duties and the Volunteer, in a timely manner, must complete the performance objectives sign-offs (training) as defined by the Employer that took place during the leave period.
- d. A medical leave may be granted for a term up to twenty-four (24) months. Where medical documentation restricts the Volunteer from return to service after twenty-four (24) months of medical leave, the Volunteer's service and seniority would be terminated.
- e) During a leave OR medical leave of absence, the Volunteer shall not participate in any and all fire related activities.



**ARTICLE 17 – HOURS OF WORK, CLASSIFICATIONS & RATES OF PAY**

- 17.01 A volunteer firefighter will respond to an alarm when they are available to respond. Each firefighter shall determine at their discretion when they are available to respond to an alarm. Volunteer Firefighters shall be paid for all hours that are described in Schedule "B" (Compensation Policy)
- 17.03 **ACTING PAY**  
Any Volunteer Firefighter appointed to serve as the Acting Training Officer, Acting Captain, or Acting Lieutenant, shall be paid the corresponding honourarium and rate of pay for that position for the duration of that appointment. Pay will be prorated to reflect actual time served in the position.
- 17.04 **INSTRUCTORS**  
Any Volunteer Firefighter who provides instruction at the Volunteer Firefighter Recruit Training Program shall be paid their regular rate of pay, or the Training Officer rate of pay for hours that they provide such instruction, whichever is more.
- 17.05 **FIRST HOUR**  
A minimum of one (1) hour of pay shall be paid to any Volunteer Firefighter that responds to the Station to respond on an apparatus, responds directly to the emergency scene, or stands by at the station.
- 17.06 **CONSECUTIVE HOURS**  
If the duration of the incident or the duration of the Volunteer Firefighter's involvement in the incident lasts longer than the first hour, then payment shall be calculated on total time accrued, and rounded up to the nearest ¼ hour (15 minutes).
- 17.07 In the event that the Volunteers are released from responding to a call before arriving at either the scene or to the Station, they shall be required to attend at the station in order to verify their attendance to the call by filling out a roll call sheet providing the following information: name, date, incident signature. The roll sheet shall be signed by either the Incident Commander or the highest ranking Volunteer at the Station.
- 17.08 The Fire Chief (or designate) shall not normally authorize payment for a Volunteer that did not respond within fifteen (15) minutes from the time of dispatch to a call from which the volunteers were released before arriving. If the Incident Command (or designate) does authorize pay for a response beyond fifteen (15) minutes, they shall provide explanation to the Fire Chief, who has the discretion to approve.
- 17.09 Time paid for work during an alarm shall be based on:
- a. From the 'Time of Dispatch', if the Volunteer Firefighter responds directly to the station or emergency scene when notified by pager of an alarm; or
  - b. From the time they are requested to respond during an active alarm for the purposes of assistance on the scene or relief of other staff; until either:
    - i. The time that the Volunteer Firefighter left the scene and ceased involvement in the alarm; or,
    - ii. If required to return to the Station to assist with the clean-up and return to service of the apparatus and equipment, then until the time that Volunteer Firefighter is no longer required to assist with that work and is released from duty.

**ARTICLE 18 – SUBPOENAED WITNESS**

- 18.01 A Volunteer who is required to appear as a subpoenaed witness relative only to their duties as a Volunteer with the Township of Wainfleet shall be paid, upon proof of attendance as a witness, in accordance with Article 17 above and as detailed in Schedule 'B'.
- 18.02 It is understood, that Volunteers Firefighters will not receive compensation for grievance, arbitration, or attendance at their own complaint proceedings.
- 18.03 Where the Volunteer has received external payment to be a subpoenaed witness, the Municipality shall deduct the external amount from the total amount payable.

**ARTICLE 19 – HEALTH & SAFETY**

- 19.01 The Employer and the Association agree to recognize the Joint Health and Safety Committee and the right of this committee to represent the Volunteer Firefighters in all matters dealing with health and safety subject to the *Occupational Health and Safety Act* 1990 R.S.O. of Ontario and the Regulations thereto.
- 19.02 The committee shall be made up of worker representatives, one primary and an alternate to be elected from each Station, and management representatives who shall meet quarterly to discuss the aforementioned matters.
- 19.03 All time spent in committee meetings shall be paid at the applicable hourly rate.
- 19.04 The time and location for these meetings will be established by the Committee and, unless mutually agreed otherwise, the meetings will be held quarterly.
- 19.05 Joint Health & Safety Committee correspondence, participation and communications.
- a. A Volunteer shall utilize the JHSC to participate in the purchasing process of any new fire safety and protection equipment the Municipality intends to purchase.
  - b. The JHSC shall ensure that the Volunteers, from their respective Stations, be informed and canvassed for suggestions. All suggestions shall be brought back to the JHSC for further discussion from which an action plan will be developed for any recommended purchase.
  - c. Any Volunteer, who is not a JHSC member, shall be allowed to attend these meetings, without pay, and may participate as a guest.

**ARTICLE 20 – PERSONAL PROTECTIVE EQUIPMENT & APPAREL**

- 20.01 The Employer will provide each Volunteer Firefighter with personal protective equipment as follows:
  - a. NFPA 1971 Certified Structural Firefighting Ensemble, including boots, helmets, gloves and protective hoods that comply with O.Reg. 714/94 as set out by the *Occupational Health & Safety Act*.
  - b. NFPA Dual Certified (NFPA 1951 & 1977) Alternative Response Personal Protective Equipment.
  
- 20.02 Firefighting Helmets.
  - a. A Volunteer Firefighter that completes ten (10) years of service shall be given their helmet upon retirement.
  - b. All Volunteer Firefighters may keep their helmet that has reached the end of its service life.
  - c. Expired helmets shall not be used for Training or Emergency Responses.
  
- 20.03 As assets of the Township, all clothing and PPE must be reasonably maintained in good, clean condition. Clothing will be replaced on an item-for-item basis when worn or damaged in the proper performance of alarm response and firefighting duties, at the discretion of the Fire Chief. The Volunteer Firefighter is responsible for security and regular maintenance of their uniform and shall return all uniform and station wear clothing issued should they resign from the department or their employment is terminated by the Employer. Station wear and uniform clothing shall only be worn as outlined in Department Policy.
  
- 20.04 At the discretion of the Fire Chief, or their designate, all damaged bunker gear which becomes a safety concern will be replaced within a timely manner of receipt of a complaint on a turn-in basis. Firefighters may be assigned, if available, temporary gear while replacement gear is being procured.
  
- 20.05 Early Replacement of Personal Protective Equipment (PPE)
  - a. Volunteer Firefighters are responsible for the care and maintenance of all assigned Personal Protective Equipment, and will be required to pay for items that are damaged, stolen or lost due to negligence, misuse or carelessness.
  - b. The Fire Chief reserves the authority to determine negligence, misuse or carelessness.
  - c. A police report shall be provided by the Firefighter where a suspected theft of Township property has occurred.
  - d. Volunteer Firefighters may authorize to have the costs of replacement PPE deducted from their pay.
  - e. Volunteer Firefighters will be responsible for the costs of replacement PPE following the schedule outlined below.

Age of Equipment (Years)	Percentage of Replacement Costs to be paid by Firefighter
1-2	80%
3-5	60%
6-7	40%
8-9	20%

20.06 Beginning January 1, 2019, a Probationary Volunteer Firefighter participating in Volunteer Recruit Training shall be issued the following equipment which shall remain the property of the Department:

- One (1) set of interim bunker gear including fire gloves
- One (1) pair safety glasses
- One (1) helmet
- One (1) pair rubber structural fire boots
- \$150 boot allowance paid as per Article 20.10

20.07 Effective January 1, 2019, a Probationary Volunteer Firefighter, upon graduation from Volunteer Recruit Training shall be issued the following equipment which shall remain the property of the Department:

- One (1) set of used bunker gear\*
- One (1) pair extrication gloves (if deemed necessary by Chief)
- One new set of Firefighters Station wear which consists of the following:
  - One (1) Navy station wear short sleeve shirt
  - One (1) Navy station wear pants
  - One (1) Black web belt with Silver Buckle
  - One (1) Black Clip on Tie
  - One (1) pair of Firefighter Epaulettes.

\*upon completion of two (2) years of service, recruits may return the set of used bunker gear for a set of new bunker gear.

20.08 Effective January 1, 2019, a Volunteer Firefighter, upon completion of three (3) years of service will be provided a new Class 'A' Dress Uniform which will consist of the following:

- One (1) dress shirt (Colour dependant on rank)
- One (1) dress pant
- One (1) dress tunic
- One (1) pair dress gloves
- One (1) dress cap
- One (1) cap badge
- One (1) uniform badge

20.09 Within the twelve (12) month period following the date of this Agreement, all currently serving Volunteer Firefighters will be provided with the following on a turn-in basis:

- One (1) Fire Department ball cap
- One (1) Navy station wear short sleeve shirt
- One (1) Navy station wear pants
- One (1) Black web belt with Buckle
- One (1) Black Clip on Tie
- One (1) pair of Firefighter Epaulettes.

- 20.10 Work/Station Boot Allowance
- a. All non-probationary Volunteer Firefighters will be provided with the following boot allowance during the duration of the Agreement:  
  
\$150 boot allowance paid Bi-Annually (every other year).
  - b. Boot allowance to be paid via the following procedures:
    - i. Receive Township Voucher for "Marks Work Warehouse"
    - ii. Purchase boots at preferred vendor and submit receipt.
    - iii. Township to supply boots through preferred supplier with remaining balance over \$150.00 to be deducted from the Volunteer's compensation.
- 20.11 All Personal Protective Equipment and clothing provided to Volunteer Firefighters under Article 20 of this agreement will be replaced on a turn-in basis. In the event of a Volunteer Firefighter being unable to return their clothing for replacement the cost of the item will be deducted from Volunteer's compensation.
- 20.12 In order to qualify for the clothing allowances in Article 20 of this agreement, Volunteer Firefighters must maintain the required attendance outlined in Article 12 of this agreement.
- 20.13 Failure to qualify for the clothing allowance under the terms of Article 20 will result in the cost of the clothing provided being deducted from the Volunteer's compensation.
- 20.14 Notwithstanding the terms of Articles 20.11 & 20.12, a firefighter that is within five (5) percent of the required attendance requirements may make a written request for exemption from Article 20.13 for special circumstances. The Fire Chief shall have sole discretion for granting requests of this nature.

#### **ARTICLE 21 – HEALTH & WELFARE**

- 21.01 In order to protect the Volunteer Firefighters and their families from the financial hazards of illness or injury, the Employer will pay 100% of the premiums for insurance coverage through the Employer's insurance carrier, as outlined in 21.02.
- 21.02 The Employer will provide coverage for each Volunteer Firefighter performing related duties and such coverage will include as a minimum:
  - a. Accidental Death and Dismemberment insurance with a principle amount equaling \$100,000.00;
  - b. Life insurance with a principle amount equaling \$100,000.00.
- 21.03 The Employer will provide annual proof of coverage.
- 21.04 The Employer will provide Volunteers with an annual "Update of Information Form" for Beneficiary purposes.
- 21.05 The Employer agrees to set the amount of Workplace Safety and Insurance Board (WSIB) Coverage at 75% of the maximum allowable rate as set by WSIB.

- 21.06 A Volunteer shall file a W.S.I.B claim for an injury sustained during the performance of their duties as a Volunteer.
- 21.07 The Employer may make reasonable efforts to provide suitable modified work duties for the Volunteer who has medical limitations or restrictions as a result of an injury sustained during the performance of their duties as a Volunteer.
- 21.08 The Association and the Volunteer will co-operate fully with the Employer to facilitate the Volunteer's return to work.
- 21.09 The Employer agrees to provide all active Volunteer Firefighters with an Employee Assistance Program as required by the *Supporting Ontario's First Responders Act*.

### **ARTICLE 22 – PROFESSIONAL DEVELOPMENT**

- 22.01 The parties acknowledge that training is a dominant part of learning and maintaining the skills necessary in the fire service. The Fire Chief, Deputy Fire Chief and Training Officer are responsible for developing the training programs, overseeing the training programs and to ensuring that training is conducted by instructors that are competent and skilled in the areas that they teach.
- 22.02 Whenever possible, Volunteer Firefighters shall provide general instruction in fire services theory and practical skills (core skills). In the event Volunteer Firefighters are not reasonably available or qualified, or cannot reasonably become qualified through a "Train the Trainer" program, training may be provided by a person outside the bargaining unit.
- 22.03 The Employer shall require that certain training and certifications be achieved and maintained as outlined in Schedule "C" -Required Training, which is attached to this Agreement.
- 22.04 The Employer shall maintain records and provide upon request, written confirmation of successful completion of any course, or required training.
- 22.05 Volunteer Firefighters who resign or are terminated within one (1) year of securing employment as a firefighter at another municipality, except as a Volunteer Firefighter, shall repay the Township the costs incurred of training, on the following schedule:

<b>Years of Service</b>	<b>Percentage of Training Costs to be paid by Firefighter</b>
1 year	100%
2 years	75%
3 years	50%
4 years	25%

**ARTICLE 23 – EMERGENCY CALL RESPONSE**

- 23.01 Volunteer Firefighters are encouraged to identify themselves as Volunteer Firefighters to their regular full-time or part-time Employer, and request permission to respond to calls during regular working hours when reasonably practical and beneficial. Upon request, the Fire Chief, or designate, shall provide a letter confirming that the individual is serving as a Volunteer Firefighter with the Township of Wainfleet.

**ARTICLE 24 – INTEREST ARBITRATION**

- 24.01 Notwithstanding any provision in the *Labour Relations Act, 1995* by which the Employer could lawfully lock out the members of the bargaining unit or by which the Volunteer Firefighters could lawfully engage in a strike, the Employer shall not lock out the members of the bargaining unit and the members of the bargaining unit shall not strike at any time prior to the settlement of a renewal Agreement to replace this Agreement.
- 24.02 If the Employer and the Association are unable to conclude a renewal Agreement in their negotiations, and after such time as a conciliation officer has been appointed and met with the parties and was unable to assist the parties to reach an agreement, the renewal Agreement shall be settled by a sole arbitrator jointly appointed by the parties, in a manner as described herein.
- 24.03 Upon the expiration of the Agreement, or upon the request of either party for a Ministry of Labour appointed conciliator, all terms and conditions of employment shall remain in full force and effect, until such time as a renewal Agreement is ratified by the respective parties.
- 24.04 Within twenty-one (21) calendar days after the last meeting with the conciliation officer, the parties shall each submit, in writing, the names, addresses, telephone and facsimile numbers of their recommendations for an arbitrator.
- 24.05 Within ten (10) calendar days of receipt of the other parties' recommendations, the parties shall meet to jointly choose an arbitrator.
- 24.06 If the parties are unable to agree to an arbitrator, a request for the appointment of a sole arbitrator shall be submitted to the Minister of Labour.
- 24.07 The arbitrator shall determine their own procedure but shall give the parties full opportunity to present their evidence and make their submissions.
- 24.08 In making its decision, the arbitrator shall take into consideration all factors considered relevant, including the criteria listed in the Fire Protection and Prevention Act 50.5.(2.):
1. A comparison, as between the employees and other employees in the public and private sectors, of the terms and conditions of employment.
  2. A comparison of collective bargaining settlements reached in the same municipality and in comparable municipalities, including those reached by employees in bargaining units to which the *Labour Relations Act, 1995* applies, having regard to the relative economic health of the municipalities.

3. The economic health of Ontario and the municipality, including, but not limited to, changes to labour market characteristics, property tax characteristics and socio-economic characteristics.
  4. The employer's ability to attract and retain qualified firefighters.
  5. The interest and welfare of the community served by the fire department.
  6. Any local factors affecting the community. 2018, c. 17, Sched. 18, s. 5 (1).
- 24.09 The arbitrator shall be advised, in writing, of all matters upon which the parties have agreed and of all matters in dispute.
- 24.10 The arbitrator shall determine all matters in dispute and shall issue a decision in writing with respect to all such matters. The arbitrator shall include, as part of its decision, the matters upon which the parties have agreed and have so advised the arbitrator as provided above.
- 24.11 The decision of the arbitrator, and all matters previously agreed to by the parties, shall constitute the Agreement between the Employer and the Association.
- 24.12 The arbitrator shall remain seized of all matters referenced in its decision and have jurisdiction over any disputes arising from the wording of the above noted Agreement until such time as the parties have finalized the document with their respective signatures.

#### **ARTICLE 25 – DURATION**

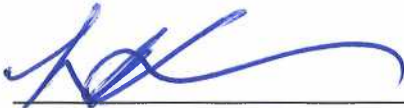
- 25.01 This Agreement shall continue in full force and effect on the day it is ratified until December 31, 2020 and for a further period of one (1) year, unless notice is given by either party of the desire to delete, change, or amend any of the provisions contained herein, within the period of ninety (90) days prior to the renewal date. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.
- 25.02 All further agreements shall run for a period of four (4) years to provide for Mid-Term negotiations. (Opposite of Municipal Elections)



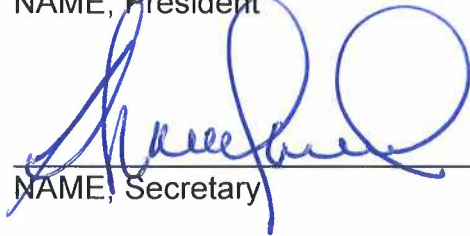
Dated at the Township of Wainfleet this 16 day of SEPTEMBER, 2019

SIGNED, SEALED AND DELIVERED BY  
in the presence of:

Wainfleet Volunteer Firefighters Association  
Per:



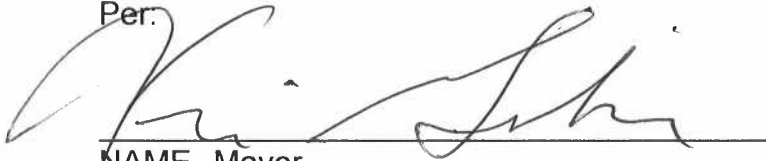
NAME, President



NAME, Secretary

Dated at the Township of Wainfleet this 16 day of SEPTEMBER, 2019

The Corporation of the Township of Wainfleet  
Per:



NAME, Mayor



NAME, Chief Administrative Officer/Clerk

We have authority to bind the Corporation

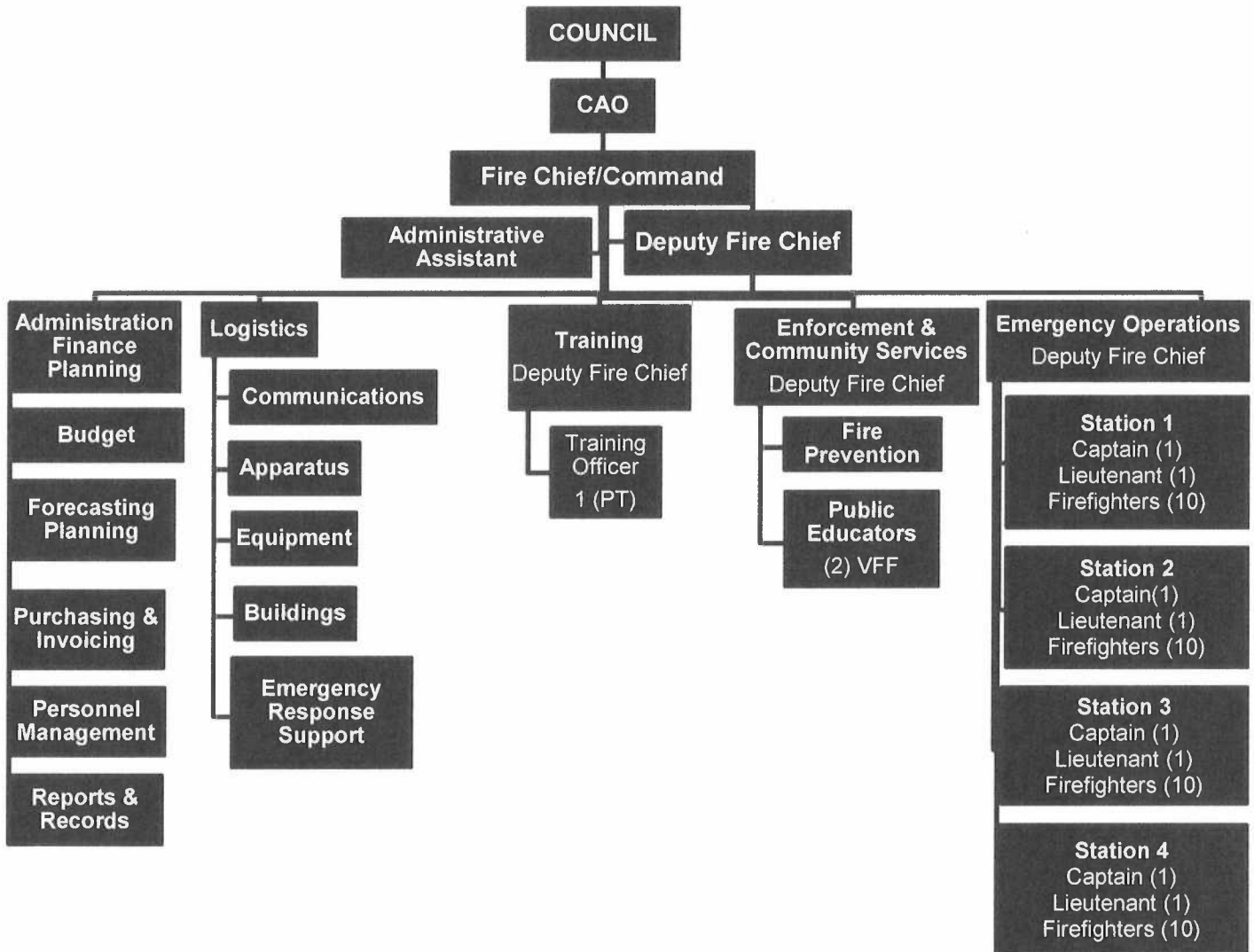
**WAINFLEET  
Fire &  
Emergency  
Services**



**SCHEDULE 'A'  
FIRE DEPARTMENT  
ORGANIZATIONAL  
CHART**

**Forming Part of the Collective Agreement between the  
Corporation of the Township of Wainfleet  
and the  
Wainfleet Volunteer Firefighters Association**

**WAINFLEET FIRE & EMERGENCY SERVICES  
ORGANIZATIONAL CHART**  
As Approved in the Establishing & Regulating By-Law  
BL-043-2018  
August, 2018



**WAINFLEET  
Fire &  
Emergency  
Services**



# **SCHEDULE 'B' COMPENSATION**

**The purpose of this policy is to modernize and optimize the annual remuneration and establish a policy for the reimbursement of expenses, duties and services performed by the Members of the Fire Department**

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**Forming Part of the Collective Agreement between the  
Corporation of the Township of Wainfleet  
and the  
Wainfleet Volunteer Firefighters Association.**

**COMPENSATION POLICIES AND RATES OF PAY  
FIREFIGHTER PAY STRUCTURE**

**Forming Schedule 'B' of the Collective Agreement between the  
Township of Wainfleet and the  
Wainfleet Volunteer Firefighters Association**

*(Replacing Schedules 'A' & 'B' of the 2015-2018 Agreement)*

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**1. INTRODUCTION:**

- 1.01 The purpose of this policy is to standardize the annual remuneration and establish a policy for the reimbursement of expenses, duties and services performed by Members of the Wainfleet Fire & Emergency Services (WFES).

**2. APPLICATION OF POLICY:**

- 2.01 This policy extends to Members of Wainfleet Fire & Emergency Services, and/or positions designated by the Fire Chief, as outlined in the Collective Agreement with the Wainfleet Volunteer Firefighters Association.
- 2.02 Fire Service Members shall normally be engaged with specified terms of employment in a written employment agreement, which terms are acknowledged to be consistent with the Collective Agreement.

**3. PAY PERIOD:**

- 3.01 Remuneration shall be calculated from November 1<sup>st</sup> to October 31<sup>st</sup> for each fiscal year.
- 3.02 Members shall be issued annual compensation prior to December 31<sup>st</sup>.

**4. RESPONSIBILITIES:**

- 4.01 Each Member is responsible for ensuring that they are credited with the duties and responsibilities accrued. Confirmation of accreditation is made through the Deputy Fire Chief.
- 4.02 If a Member cannot resolve an issue with accreditation, then they may submit an enquiry with the Fire Chief within 60 days of the duty or responsibility in question.
- 4.03 The Deputy Fire Chief is responsible for ensuring the submission of all forms and documents for remuneration calculation within 30 days of the completion of the event.
- 4.04 Documents, forms and/or claims for reimbursement submitted more than 45 days after the event occurred will not be accepted unless approved by the Fire Chief.
- 4.05 The Fire Chief reserves the right to decline claims for reimbursement, training documents, or any other form that has not been completed in its entirety, and submitted, as per department policy.

**5. TRAVEL AND MEAL REIMBURSEMENTS**

- 5.01 Mileage may be payable from the Member's principal residence within the Township or the Member's home Station to the location of the event, whichever is closer.
- 5.02 Members will not be entitled to a mileage reimbursement for travel to and from committee meetings (WFES Officers, WFES Training, WFES Joint Health & Safety and WFES Fire Prevention) or any event approved by the Fire Chief.
- 5.03 At the discretion and upon approval by the Fire Chief, members travelling outside of the Township for Fire Department events (training, meetings, conferences, conventions, responses, (ie. Hospital pick-ups), etc.) may be reimbursed mileage from their Home Station or principal residence, whichever is closer, to the location of the event.
- 5.04 The Fire Chief may request that Members car-pool to events, or may provide a department unit for travel.
- 5.05 Members from the same household are eligible for only one (1) expense submission when attending the same event.
- 5.06 Members shall not be reimbursed for travel time.
- 5.07 Members shall be entitled to reimbursement for meals and lodging, as per the current policies of the Corporation.
- 5.08 Members shall be reimbursed for travel (mileage) as per the rates set by the Canada Revenue Agency.
- 5.09 Mileage shall be capped at 400km round trip, per event.
- 5.10 Members must submit receipts for expenses and mileage within 30 days of the event.

**6. TRAINING AND EVENTS**

- 6.01 Each Member shall be compensated with \$75.00 for a half-day (<4.5 hours) course and \$150.00 for a full-day (5+ hours) course.
- 6.02 Members shall complete and submit WFES forms which include the course description, dates, the instructor's name, and include attendance signed off by the course instructors.
- 6.03 For the purposes of Conferences & Conventions, and at the discretion of the Fire Chief, Members may be permitted to submit for reimbursement of registration fees, and expenses (Mileage, Meals, Accommodations, etc.)
- 6.04 Members must submit receipts for expenses and mileage within 30 days of the event.

**7. RATES OF COMPENSATION**

- 7.01 A base rate shall be paid to Members who are assigned a rank or position within the WFES. Officers will be paid out of budgeted amounts that are approved by Council annually. The distribution of those budgeted amounts will be determined by the Fire Chief
- 7.02 Positions listed above shall be paid on a pro-rated basis in the event the corresponding position is vacant for any part of a payroll year
- 7.03 The remuneration of the Members shall be as determined by Council.
- 7.04 Each Classification of Position shall have an identified Rate of Compensation
- 7.05 The following Firefighter duties/activities shall be paid on a point basis for the twelve month period ending October 31 of each year.
  - i. Training
  - ii. Station/Apparatus/Equipment Maintenance
  - iii. Health & Safety
  - iv. Fire Prevention/Public Education
- 7.06 Each point shall represent one hour of service
- 7.07 Compensation rates will be set as follows.

<b>Position</b>	<b>Percentage*</b>	<b>Base Pay</b>	<b>Min. Point Value</b>	<b>Max. Point Value**</b>
Training Officer (1)	102%	\$1,900.00/year	\$26.25	\$30.25
Captains (4)	102%	\$2,400.00/year	\$26.25	\$30.25
Lieutenants (4)	101%	\$1,200.00/year	\$26.00	\$30.00
1 <sup>st</sup> Class Firefighter	100%		\$25.75	\$29.75
2 <sup>nd</sup> Class Firefighter	90%		\$23.00	\$27.00
3 <sup>rd</sup> Class Firefighter	80%		\$20.50	\$24.50
Probationary Firefighter	70%		\$18.00	\$22.00
Auxiliary	70%		\$18.00	\$22.00

\*Percentages based on Min. Point Value rounded to the nearest ¼ dollar.

\*\* Max. Point Value based on a set \$4 greater than the Min. Point Value.

- 7.08 The Township will ensure that sufficient funds are budgeted for the estimated average amount for the points allotted, based on the median point value, and will provide the Association Executive with a copy of the budget.
- 7.09 In the event that the maximum point value creates a situation where the entire points budget is not distributed during the year any remaining funds shall be placed in a reserve fund. Such reserve funds will be used when points costs exceed the budgeted amount, to maintain the point value above the minimum in subsequent years.
- 7.10 All payments will be included in the appropriate forms for tax purposes, to be issued by the Municipal Finance Department.



- 7.11 Employment agreements shall contain a clause stating that acceptance of the offer of employment constitutes agreement that performance assessment and salary treatment in compliance with the Township's compensation and performance management policies shall not amount to dismissal.
- 7.12 Each Member shall be paid within the point value range which corresponds to the classification and pay grade of their position. Progression through the Classes shall be based on merit.
- 7.13 Each Member's performance shall be assessed in accordance with the Performance Management Plan contained in Fire Services Human Resources Policies and as may be amended from time to time. A Member's overall performance rating shall be considered in determining a Member's progression through the classes.
- 7.14 A Member shall be hired at the minimum classification or, with the Fire Chief's approval, as applicable, at another classification as may be required to attract a qualified candidate.
- 7.15 On the anniversary of a firefighter's date of hire, the firefighter will be eligible to write the promotional exam for the next class range. The passing grade for the promotional exams is 70%.
- 7.16 Progression through the Class range is not automatic and shall be based on performance and training in combination with experience. A Member may be held at a class in the range on the basis of his/her performance. At the discretion of the Fire Chief, a Member's Class may be decreased to correspond to a decrease in the Member's overall performance rating providing that the Member has been assessed in accordance with the provisions of the Performance Management Plan.
- 7.17 Upon promotion or reclassification to a higher salary range, a Member shall receive the minimum of the new point value range.
- 7.18 On a fiscal year cycle, Council may approve an adjustment to any or all Point Value ranges and, in consultation with the CAO, shall determine at the time whether or not the adjustment shall be applied to individual Classes.
- 7.19 Notwithstanding the other provisions of this policy, Council may, upon the recommendation of the CAO, and subject to the terms of an employment agreement, authorize additional compensation, or withhold or delay compensation, including Points and/or benefits, to a Member, for reasons which Council may specify.
- 7.20 The Compensation Rates for Fire Service Members shall be published by the Treasurer and approved by the CAO in accordance with Council's direction and may be amended at any time in accordance with Council's direction.
- 7.21 For the purposes of implementation, all current Volunteers as at the date of signing the January 1, 2019 to December 31, 2020 Collective Agreement will be placed into the Second Class or higher based on skills, training, experience and rank. All Firefighters shall attain the required training for the Class in accordance with "Appendix B".

**8.    HOURS OF EMPLOYMENT**

**8.01    Response to Alarms:**

Firefighters shall be paid in response to alarms as per Article 17 of the Collective Agreement.

**8.02    Other Activities**

- a. The Volunteer shall be paid the 'Other' rate for activities such as:
  - i. Attendance as a committee member at a departmental committee meeting (e.g. Joint Health and Safety Committee) or while performing the work assigned as a committee member;
  - ii. attendance as a witness or as required by subpoena at Court for a matter related to his Fire and Emergency Service duties;
  - iii. Fire investigation;
  - iv. Fire prevention (e.g. open house, fairs, public education);
  - v. and 'other' activities as authorized by the Fire Chief or designate.

**8.03    Training:**

- a. The Employer shall provide the following paid training periods (herein referred to as weekly training night) for attendance by the volunteers at their discretion.
- b. The weekly training night can be extended by the Training Officer, the Deputy Fire Chief or their designate by up to one (1) hour. Should a longer period than three (3) hours be required to conduct the scheduled training, prior approval shall be obtained from the Fire Chief.
- c. Training nights may be shifted from the day of the week as outlined above provided notice is given at least two (2) training nights in advance of any changes.
- d. In the event the training night is interrupted by an emergency response, the hour(s) or portion, in fifteen (15) minute increments, of attendance at the training shall be paid the 'Training' rate and the 'Response' rate shall apply for that time which qualifies for payment to a Response.

**8.04.    Station Duties:**

In order to ensure the efficient and cost-effective operation of each station, Hall Maintenance will take place on each Saturday immediately before the monthly Association meeting. In the absence of a regular monthly Association meeting, the date for Hall Maintenance will be determined by the Fire Chief or designate. It is encouraged that members from each of the four (4) Stations rotate among the four (4) stations. All volunteer firefighters will attend a minimum of one (1) session at each of the four (4) stations within each twelve (12) month period. Hall Maintenance duties will include but are not limited to the following:

- a. General station maintenance, including regularly scheduled outside building and grounds maintenance (excluding snow plowing).
- b. Cleaning of apparatus, including limited maintenance (ensuring appropriate fluid levels and apparatus check as per Township of Wainfleet Emergency Services Policy and Procedures).
- c. Cleaning and maintenance of equipment and gear; including re-filling of air cylinders.
- d. Cleaning and maintenance of floors, washrooms, training rooms, etc.

**SCHEDULE 'B' COMPENSATION    WAINFLEET FIRE & EMERGENCY SERVICES**

8.05 Activities which are not compensated

- a. The Volunteer would not receive payment for 'Volunteer events' as defined and communicated by the Fire Chief or designate
- b. Volunteers will not receive compensation for 'Association' meetings or events.

8.06 Compensation will be approved following the guidelines listed in the chart below.

<b>EVENT</b>	<b>PAY</b>	<b>NOTES</b>
Emergency & Incident Responses	Hourly Rate	Rounded up to ¼ hour after first full hour
Fire Prevention Events	Hourly Rate	Two hours maximum- Extra hours to be authorized by the Chief
Committee Meetings	Hourly Rate	Two hours maximum
Station Meetings/Inspections	Hourly Rate	Two hours maximum
Regular Training	Hourly Rate	Three hours maximum
Trucks/Supplies/Equipment Runs	Hourly Rate	Only if authorized by the Chief
Other	Hourly Rate	Only if authorized by the Chief
Association Meetings/Events	No Pay	
Meal Allowance	Municipal Policies & Guidelines	Receipts required
Outsourced & Special Training	\$150.00 full day (5+ hours) \$75.00 half day (<4.5 hours)	Proper forms must be submitted
Training Preparation (Pre-Class)	Hourly Rate	Two Hours Maximum
Parades/Community Events/ Boot Drive/ Funerals	No Pay	
<b>INSPECTIONS</b>	<b>PAY</b>	<b>NOTES</b>
SCBA and Air Bottle Inspections	Included in Monthly Station Meeting/Inspection and Response times	Mandatory monthly and after every use
Equipment Inspection	Included in Monthly Station Meeting/Inspection and Response times	Mandatory monthly and after every use
Station Inspections	Included in Monthly Station Meeting/Inspection and Response times	Mandatory monthly
Truck Inspections	Included in Monthly Station Meeting/Inspection and Response times	Mandatory Weekly and after every use

**SCHEDULE 'B' COMPENSATION    WAINFLEET FIRE & EMERGENCY SERVICES**

<b>MILEAGE</b>	<b>PAY</b>	<b>NOTES</b>
Air Bottles To Be Refilled	Only if authorized by Chief	
Committee Meetings	No	
Emergency Responses within the Township	No	
Emergency Responses outside the Township (Hospital Pick-Up)	Only if authorized by Chief or Designate	
Mutual Aid Meetings	Only if authorized by Chief	
Outsourced Training	Only if authorized by Chief	
<b>MISCELLANEOUS</b>	<b>PAY</b>	<b>NOTES</b>
All purchases must be authorized by the Chief's Office – no exception	Any Member that purchases without authorization will be responsible to pay the invoice out-of-pocket	
Medicals	Time Not Paid	Cost of Medical covered
MTO Testing	Time Not Paid	Testing will be paid for if exam is passed. Failed exams are at the expense of the Fire fighter
Driver Abstract and OPP checks for new recruits	Not paid for	

**9. PROCEDURES**

9.01 Procedure for Response to Alarms

- a) When Volunteers respond to the station following an alarm and the initial apparatus has already responded to the scene, all Volunteers are required to 'sign in' and have their 'sign in' time recorded by the highest ranking Officer or designate at the station.
- b) Volunteers who responded to the station and did not respond to the scene, shall remain at the station until released by the Incident Commander or highest ranking Officer or designate at the station. While on stand-by, station duties shall be performed and are not limited to: cleaning, maintenance of equipment and/or facility, or other duties as directed by the highest ranking Officer.

9.02 Payment Processing Procedures

- a) Volunteers would receive payment for their attendance at the paid activities noted in 8.01 - 8.04 inclusive, for the first one (1) hour and then calculated on total time accrued, rounded up to the nearest quarter (1/4) hour (15 minutes) thereafter.
- b) The records of hours worked for 'Response', 'Training' and 'Other' shall be posted monthly at each station. Firefighters will be notified of postings via digital group messaging (Email or Mobile App.)
- c) The Volunteer is responsible to ensure that the posted hours are reflective of the hours they have performed in that month. Any questions on hours or discrepancies must be discussed with the Deputy Fire Chief within seven (7) days of the attendance document being posted (review period).

Where a Volunteer has an attendance discrepancy and has previously notified the Fire Chief or designate of their unavailability of seven (7) or more days during the review period, the Volunteer shall be provided the opportunity to present their concerns to address the discrepancy.

- d) Failure to identify discrepancies within seven (7) days shall result in the hours being processed as recorded.
- e) Payment of Volunteer hours will be processed annually, and payment made prior to December 31, of that year.
- f) All applicable Tax forms will be processed and submitted for payments made for "Base Pay" and "Hours Worked", (exclusive of payments made for expenses incurred)

**APPENDIX 'A'**

**ORGANIZATIONAL CHART**

As Per the current

Township of Wainfleet By-law to

Establish and Regulate a Fire Department, as amended.

**APPENDIX 'B'-**

**TRAINING & EXPERIENCE REQUIREMENTS FOR PROMOTIONS AND  
POSITION CLASSIFICATIONS**

**Auxiliary**

- Complete Emergency First Aid/CPR/AED
- Complete Worker Safety Awareness Training
- Complete Job Specific Training as required for Duties Performed. (DZ/Pump Ops)

**Probationary Firefighter**

**Minimum of 12 months but can be extended to a Maximum of 18 months.**

- Attend and complete Recruit training

**3<sup>rd</sup> Class Firefighter**

**Minimum. 12+ Months of Service**

- Completed NFPA 1001 Firefighter Level 1
- Completed NFPA 472/1072 Hazardous Materials Awareness
- Completed Emergency First Aid/CPR/AED
- Attain minimum of 70% on 3<sup>rd</sup> Class Exam

**2<sup>nd</sup> Class Firefighter**

**2+ Years of Service** and

- Completed all of 3rd Class requirements AND;
- Completed or able to complete NFPA 472/1072 Hazardous Materials Operations
- Completed or able to complete NFPA 1001 Firefighter 2
- Attain DZ Driver's License
- Attain minimum of. 70% on 2<sup>nd</sup> Class Exam

**1<sup>st</sup> Class Firefighter-**

**3+ Years of Service** and

Completed all of 2<sup>nd</sup> Class Requirements AND;

Completed or able to complete NFPA 1002 Apparatus Driver & Pump Operations

Completed or able to complete Emergency First Responder (EFR- Medical)

Attain minimum of 70% on First Class Exam

**Lieutenant**

**5 Years of Experience Preferred** and

Completed all of 1<sup>st</sup> Class required training AND;

Completed or able to complete NFPA 1041 Fire Service Instructor 1

Completed or able to complete NFPA 1021 Company Officer 1

Completed or able to complete NFPA 1035 Fire & Life Safety Educator 1

Attain minimum of 70% on Lieutenants Exam

**Captain/Training-**

**Minimum of 5 Years of Experience** and

Completed all of Lieutenants required training AND;

Completed or able to complete NFPA 1021 Company Officer 2

Completed or able to complete NFPA 1035 Fire & Life Safety Educator 2

Completed or able to complete NFPA 1041 Fire Service Instructor 2

Completed or able to complete NFPA 1521 Incident Safety Officer

Attain minimum of 70% on Officers Exam

***All required training must be completed within 12 months of advancement to the next Classification, a 6 month extension to a maximum of 18 months may be requested. At which point, the Member will return to the previous Rank or Classification***



**APPENDIX C-**  
**JOB DESCRIPTIONS**

The job descriptions below follow the organizational chart and reflect the required level of experience and training.

**Training Officer**

**Captains**

**Lieutenants**

**Firefighters**

**Auxiliary**

**JOB TITLE:****Fire Department Training Officer**

---

**DIRECTLY RESPONSIBLE TO:**

Fire Chief, Deputy Fire Chief

**INDIRECTLY RESPONSIBLE TO:**Council/CAO

---

**MAIN PURPOSE:**

The Fire Department Training Officer, in consultation of the Fire Chief, has charge of the development and implementation of a Department wide training program within the scope of services provided as outlined in the Establishing and Regulating Bylaw.

The Fire Department Training Officer may be assigned to a Station of the Fire Department and does related work as required.

**REMUNERATION**

The Fire Department Training Officer's rate of pay will be 102% of a First Class Firefighter, and receive an annual Base Pay of \$1,900.00. (Based on 6 hours per month)

**DISTINGUISHING FEATURES OF THE RANK:**

The Fire Department Training Officer is supervisory work involving responsibility for directing the Training of a Fire Department at an emergency scene or around the fire station. All work is done in accordance with established policies and requires the exercising of good judgment in emergency situations. The Fire Department Training Officer may respond to emergency calls assigned to the station and assumes command until relieved by a senior officer.

**KEY RESPONSIBILITIES:**

- All responsibilities of a Captain
- Develops and implements a unified training program for all stations within the scope of services provided as outlined in the Establishing and Regulating Bylaw;
- Directs and assists station instructors with the delivery of the unified training program, by ensuring training is delivered in a uniform manner, with the emphasis on safety and efficiency;
- Provides direction in the training of firefighters and maintains records of training activities;
- Inspects training materials, equipment, grounds and stations to insure all is in proper order and condition and reports deficiencies to the Fire Chief;
- Maintains good discipline and deportment;
- Assess the performance of fire & emergency services personnel using fair and objective written, oral and practical assessment tools;
- Supervises assigned staff in accordance with Department policies and procedures so that personnel receive sufficient support and direction to effectively perform their duties.

- Improves teaching and learning;
- Researches and evaluates Department policies, procedures, guidelines, ongoing training programs, techniques and equipment;
- Conducts career development activities for fire and emergency services personnel;
- Maintains comprehensive records, develops reports on training and demonstrates that safety is a priority in the Fire & Emergency Service;
- Remains current with new legislation and training innovations;
- Meets on a regular basis with the Fire Chief, and Deputy Fire Chief to discuss the overall operation of the Fire Department;
- Performs administrative duties as required and at their assigned station.

#### **OTHER RESPONSIBILITIES:**

- Perform all the duties of a Captain and Firefighter;
- Any other duties as assigned by the Fire Chief, and or the Deputy Fire Chief.

#### **REQUIRED KNOWLEDGE, SKILL AND ABILITIES:**

- Good knowledge of Adult learning and instructional techniques;
- Good knowledge of modern firefighting and fire prevention methods;
- Good knowledge of the municipality and surrounding areas protected by agreement;
- Good knowledge of the types of buildings within the municipality;
- Good knowledge of rescue and first aid procedures;
- Good knowledge of safety procedures, rules and regulations;
- Good knowledge of firefighting apparatus and equipment;
- Must have demonstrated ability to supervise firefighters, maintain discipline, have sound judgment, be resourceful and be in good physical condition;
- Must have demonstrated administration capabilities, management skills, supervisory skills, coordinating skills, training skills, presentation skills and report-writing capabilities;
- Hold a valid Class "D" driver's license complete with "Z" endorsement or be able to obtain such license within one year of been appointed to this position;

#### **EXPERIENCE AND TRAINING:**

Should have at least Five (5) years of satisfactory experience in firefighting and have received additional training at regional fire schools, Ontario Fire College or educational seminars. Other Qualifications would be considered an asset;

- Have a Valid DZ Driver's License;
- Completed or able to complete NFPA 1021 Company Officer 2
- Completed or able to complete NFPA 1041 Fire Service Instructor 2
- Completed or able to complete NFPA 1035 Fire & Life Safety Educator 2
- Completed or able to complete NFPA 1521 Incident Safety Officer

- First Aid Certificate - Standard Level C HCP
- Basic Cardiac Life Support Certificate.
- Certified in fire fighter Defib. Program
- Annual SCBA certified
- Other related courses or certificates as may be required
- Attain a minimum of 70% on Officers Exam

**WORKING RELATIONSHIPS:**

**Internal:** Fire Chief and Deputy Fire Chief

**External:** Fire Marshal's Office, Other Fire Departments, Niagara Regional Training Officers Association, NRP/OPP and EMS

**WORKING CONDITIONS AND HOURS OF WORK:**

The Fire Department Training Officer will be expected to respond to work in all types of weather and less than ideal conditions. The Fire Department Training Officer may have to enter hazardous atmospheres and areas and will be expected to work in a safe manner.

The Fire Department Training Officer will be required to maintain a minimum of 60 hours of training annually.

Hours of work may include weekdays, evenings and weekends for emergency responses, training, meetings, events, and station duties.

**JOB TITLE:****CAPTAIN**

---

**DIRECTLY RESPONSIBLE TO:**

Fire Chief/ Deputy Fire Chief

**INDIRECTLY RESPONSIBLE TO:**Council/CAO

---

**MAIN PURPOSE:**

The Captain has charge of an assigned Station of the Fire Department and does related work as required.

**REMUNERATION**

The Captains rate of pay will be 102% of a First Class Firefighter, and receive an annual Base Pay of \$2400.00. (Based on 7.62 hours per month)

**DISTINGUISHING FEATURES OF THE RANK:**

This is a supervisory role involving responsibility for directing the activity of Fire Department personnel at an emergency scene or around the fire station. On occasion, the Captain may be required to perform the duties of a Deputy Fire Chief in an acting capacity.

All work is done in accordance with established policies and requires the exercising of good judgment in emergency situations. This officer responds to emergencies including fires, rescue, public assistance, emergency medical and first responder action for spills or leaks of hazardous materials. The Captain responds to emergency calls assigned to the Station and assumes command until relieved by a senior officer.

This officer is responsible for the training and development of staff, discipline and morale of assigned personnel and for the proper maintenance and security of apparatus, equipment and facilities in accordance with municipal and departmental orders and procedures

While subject to the requirements of written orders, policies, directives, procedures, regulations and the direct orders of ranking officers, a Captain exercises considerable independence of judgment and action while in command at emergencies. The work is evaluated in terms of the effectiveness of leadership, the performance of assigned staff and the condition of apparatus and facilities.

**KEY RESPONSIBILITIES:**

- Responds to alarms assigned to the Station;
- Assigns and leads personnel in the laying out and connecting of hose lines and nozzles, turning water on and off, directing hose streams, raising ladders, ventilating buildings, performing salvage, performing rescue operations, stabilizing hazardous material scenes and any other life and property saving functions in which the Fire Department may be involved;

- Co-ordinates and controls fire ground operations;
- Co-ordinates and controls emergency medical operations/scene;
- Co-ordinates and controls emergency rescue response operations;
- Co-ordinates and controls potential Haz-Mat/CBRN incidents;
- Sizes up and documents fire scenes;
- Supervises fire department personnel;
- Inspects the fire scene to prevent re-ignition;
- Supervises the cleaning, checking and replacement of tools and equipment after an emergency;
- Leads and supervises the work of the firefighters to ensure that all operations are performed safely and in accordance with established procedures and safety regulations;
- Inspects equipment, grounds and stations to insure all is in proper order and condition and reports deficiencies to the Deputy Fire Chief;
- Maintains good discipline and deportment;
- Maintains records, repairs and replacement of firefighter PPE;
- Meets on a regular basis with the Fire Chief, Deputy Fire Chief to discuss the overall operation of the Fire Department;
- Assists the Deputy Fire Chief in the maintenance of the fire apparatus, firefighting equipment and the placement of firefighting equipment on the apparatus;
- Maintains records, repairs or replacement of station radios and pagers;
- Assists in Training of Firefighters and maintains records of training activities;
- Assists with the administrative duties at their assigned station.

#### **OTHER RESPONSIBILITIES:**

- Perform all the duties of a firefighter
- Any other duties as assigned by the Fire Chief, and or the Deputy Fire Chief

#### **REQUIRED KNOWLEDGE, SKILL AND ABILITIES:**

- Good knowledge of modern firefighting and fire prevention methods
- Good knowledge of the municipality and surrounding areas protected by agreement
- Good knowledge of the types of buildings within the municipality
- Good knowledge of rescue and first aid procedures
- Good knowledge of safety procedures, rules and regulations
- Good knowledge of firefighting apparatus and equipment
- Working knowledge of related codes, building construction, and the structure of the Township of Wainfleet.
- Thorough knowledge of Acts, Regulations and Bylaws governing the Fire Department and of standing orders, policies and procedures of the Department.
- Knowledge of the principles and practices involved in training personnel.
- Knowledge of fire safety, fire prevention and inspection practices.
- Must have demonstrated ability to supervise firefighters, maintain discipline, have sound judgement, be resourceful and be in good physical condition

- Ability to react quickly and remain calm under duress and strain.
- Ability to lead staff effectively, maintain discipline and morale, exercise sound judgement and to cooperate with others
- Must have demonstrated administration capabilities, management skills, supervisory skills, coordinating skills, training skills, presentation skills and report-writing capabilities
- Hold a valid Class "D" driver's license complete with "Z" endorsement or be able to obtain such license within one year of been appointed to this position

### **EXPERIENCE AND TRAINING:**

Should have at least Five (5) years of satisfactory experience in firefighting and have received additional training at regional fire schools, Ontario Fire College or educational seminars. Other Qualifications would be considered an asset;

- Have a Valid DZ Driver's License
- Completed or able to complete NFPA 1021 Company Officer 2
- Completed or able to complete NFPA 1041 Fire Service Instructor 2
- Completed or able to complete NFPA 1035 Fire & Life Safety Educator 2
- Completed or able to complete NFPA 1521 Incident Safety Officer
- First Aid Certificate - Standard Level C HCP
- Basic Cardiac Life Support Certificate.
- Certified in fire fighter Defib. Program
- SCBA Annual certification
- RIT certification
- Attain a minimum of 70% on Officers Exam

### **WORKING RELATIONSHIPS:**

**Internal:** Fire Chief and Deputy Fire Chief

**External:** Fire Marshal's Office, Other Fire Departments, NRP/OPP and EMS

### **WORKING CONDITIONS AND HOURS OF WORK:**

The Captain will be expected to respond to work in all types of weather and less than ideal conditions. Captains may have to enter hazardous atmospheres and areas and will be expected to work in a safe manner.

Captains will be required to maintain a minimum of 60 hours of training annually.

Hours of work may include weekdays, evenings and weekends for emergency responses, training, meetings, events, and station duties

**JOB TITLE:****LIEUTENANT**

---

**DIRECTLY RESPONSIBLE TO:**

Fire Chief/ Deputy Fire Chief/Captain

**INDIRECTLY RESPONSIBLE TO:**Council/CAO

---

**MAIN PURPOSE:**

The Lieutenant has charge of an assigned Station of the Fire Department and does related work as required.

**REMUNERATION**

The Lieutenant's rate of pay will be 101% of a First Class Firefighter, and receive an annual Base Pay of \$1200.00. (Based on 3.85 hours per month)

**DISTINGUISHING FEATURES OF THE RANK:**

This is an entry level supervisory fire fighting position entailing the command of apparatus, equipment and assigned personnel. This officer responds to emergencies including fires, rescue, public assistance, emergency medical. This officer is responsible for the training and development of staff, and morale of assigned personnel and for the proper maintenance and security of apparatus, equipment and facilities in accordance with municipal and departmental policies and procedures. While subject to the requirements of written orders, policies, directives, procedures, regulations and the direct orders of ranking officers, a Lieutenant exercises judgment and action while in command at emergencies. The work is evaluated in terms of the effectiveness of leadership, the performance of assigned staff and the condition of apparatus and facilities.

**KEY RESPONSIBILITIES:**

- Organizes initial response to emergency situations;
- Initiates and implements incident management systems;
- Co-ordinates and controls fire ground operations in the absence of a senior officer;
- Assigns and leads personnel in the laying out and connecting of hose lines and nozzles, turning water on and off, directing hose streams, raising ladders, ventilating buildings, performing salvage, performing rescue operations, stabilizing hazardous material scenes and any other life and property saving functions which the Fire Department may be involved in;
- Co-ordinates and controls emergency medical operations/scene;
- Co-ordinates and controls emergency rescue response operations in the absence of a senior officer;
- Sizes up and documents fire scenes;
- Supervises fire department personnel;
- Supervises the cleaning, checking and replacement of tools and equipment after an emergency;
- Leads and supervises the work of the firefighters to ensure that all operations are performed safely and in accordance with established procedures and safety regulations;



- Assesses status of fire department equipment;
- Recognizes and refers fire safety infractions/violations;
- Prepares and updates building audits and pre-incident plans;
- Performs public relations and public education;
- Demonstrates commitment to personal and professional development;
- Maintains good discipline and deportment;
- Maintains records, repairs and replacement of firefighter PPE;
- Meets on a regular basis with the Fire Chief, Deputy Fire Chief and Officers to discuss the overall operation of the Fire Department;
- Assists in the maintenance of the fire apparatus, firefighting equipment and the placement of firefighting equipment on the apparatus;
- Assists in Training of Firefighters and maintains records of training activities;
- Assists with the administrative duties at their assigned station.

#### **OTHER RESPONSIBILITIES:**

- Perform all the duties of a firefighter
- Any other duties as assigned by the Fire Chief, Deputy Fire Chief or Captains

#### **REQUIRED KNOWLEDGE, SKILL AND ABILITIES:**

- Good knowledge of modern firefighting and fire prevention methods
- Good knowledge of the municipality and surrounding areas protected by agreement
- Good knowledge of the types of buildings within the municipality
- Good knowledge of rescue and first aid procedures
- Awareness level and decontamination procedures in HazMat
- Good knowledge of safety procedures, rules and regulations
- Good knowledge of firefighting apparatus and equipment
- Working knowledge of related codes, building construction, and the structure of the Township of Wainfleet.
- Knowledge of Acts, Regulations and Bylaws governing the Fire Department and of standing orders, policies and procedures of the Department.
- Knowledge of the principles and practices involved in training personnel.
- Knowledge of fire safety, fire prevention and inspection practices
- Must have demonstrated ability to supervise firefighters, maintain discipline, have sound judgment, be resourceful and be in good physical condition
- Must have demonstrated administration capabilities, management skills, supervisory skills, coordinating skills, training skills, presentation skills and report-writing capabilities
- Ability to react quickly and remain calm under duress and strain.
- Ability to lead staff effectively, maintain discipline and morale, exercise sound judgment and to cooperate with others
- Hold a valid Class "D" driver's license complete with "Z" endorsement or be able to obtain such license within one year of been appointed to this position.

## **EXPERIENCE AND TRAINING:**

Should have at least Five (5) years of satisfactory experience in firefighting and have received additional training at regional fire schools, Ontario Fire College or educational seminars. Other Qualifications would be considered an asset;

- Have a Valid DZ Driver's License
- Completed all of 1<sup>st</sup> Class Firefighter required training
- Completed or able to complete NFPA 1021 Company Officer 1
- Completed or able to complete NFPA 1041 Fire Service Instructor 1
- Completed or able to complete NFPA 1035 Fire & Life Safety Educator 1
- First Aid Certificate - Standard Level C HCP
- Basic Cardiac Life Support Certificate.
- Certified in Firefighter Defibrillator Program
- SCBA Annual certification
- RIT certification
- Attain a minimum of 70% on Officers Exam

## **WORKING RELATIONSHIPS:**

**Internal:** Fire Chief and Deputy Fire Chief

**External:** Fire Marshal's Office, Other Fire Departments, NRP/OPP and EMS

## **WORKING CONDITIONS AND HOURS OF WORK:**

The Lieutenant will be expected to respond to work in all types of weather and less than ideal conditions. Lieutenants may have to enter hazardous atmospheres and areas and will be expected to work in a safe manner.

Lieutenants will be required to maintain a minimum of 60 hours of training annually.

Hours of work may include weekdays, evenings and weekends for emergency responses, training, meetings, events, and station duties

**JOB TITLE:** FIREFIGHTER (Probationary to 1<sup>st</sup> Class)

**DIRECTLY RESPONSIBLE TO:** Deputy Fire Chief/ Captain/Lieutenant  
**INDIRECTLY RESPONSIBLE TO:** Council/ CAO/ Fire Chief

**MAIN PURPOSE:**

Perform firefighting duties and other related work as required.

**REMUNERATION**

The Firefighters rate of pay will be based on the rate of a First Class Firefighter as per the chart below.

1 <sup>st</sup> Class Firefighter	100 %
2 <sup>nd</sup> Class Firefighter	90 %
3 <sup>rd</sup> Class Firefighter	80 %
Probationary Firefighter	70 %

**DISTINGUISHING FEATURES OF THE RANK:**

This is a skilled position entailing firefighting, rescue and other related emergency services. Participates in programs for the prevention of fires and the saving of life and property. A fire fighter is responsible for rapidly, efficiently and safely performing various duties under emergency conditions frequently involving considerable hazard. The work includes routine duties in the maintenance of fire fighting vehicles, equipment and fire department facilities.

A firefighter may be required to assist with training, drills, etc., as required.

While specific orders and directions are received from an officer in the normal course of maintenance duties and fire fighting, considerable independence of judgment and action is allowed in circumstances of extreme urgency where referral to a superior for instructions is not possible. A firefighter is required to have a thorough working knowledge of all emergency equipment including emergency apparatus.

This is manual work of a hazardous nature involving the fighting of fires, salvage, rescue work and some first aid and is generally conducted under the direct supervision of a Captain. Regular training and maintenance work on the fire station and vehicles are required. Firefighters may be required to make decisions and work without supervision until an Officer arrives on the scene.

### **KEY RESPONSIBILITIES:**

- Responds to fire, rescue, hazardous material emergencies and other emergencies assigned to the department;
- Lays and connects hose line, nozzles and other related appliances, turns water on and off;
- Holds fire hose and directs fire streams;
- Operates a pressure pump as assigned;
- Drives fire apparatus as assigned;
- Carries, puts up and climbs ladders;
- Operates rescue equipment;
- Performs salvage work at fire and emergency scenes using salvage covers, vacuums, mops, squeegees, etc.;
- Performs ventilation by making openings in buildings, using exhaust fans or fog streams;
- Enters burning or contaminated buildings, structures and other areas to fight fires and/or perform rescues while wearing required clothing and safety equipment;
- Assists in giving first aid to the injured;
- Assists in cleaning firefighting equipment and apparatus upon return to the station after an emergency call or a practice;
- Attends regular training sessions to practice existing procedures and to learn and practice new firefighting and rescue methods;
- Cleans and maintains areas of the fire station used by the Members as scheduled;
- Assists with the Fire Prevention Program. When assigned to fire prevention work, under direction of an officer, performs inspections and clerical duties as required;
- As required, assists with the preparation and delivery of training materials, drills, etc.;
- Assists with the development and education of probationary fire fighters and junior fire fighters;
- Performs related duties as assigned.

### **OTHER RESPONSIBILITIES:**

- Any other duties as assigned by the Fire Chief, Deputy Fire Chief and Captain.

### **REQUIRED KNOWLEDGE, SKILL AND ABILITIES:**

- Mental alertness
- Mechanical aptitude
- Ability to get along well with others
- Willingness to perform any task assigned
- Conscientious and dependable
- Good physical condition
- Hold a valid Class "D" driver's license complete with "Z" endorsement or able to obtain such license within one year of joining the Fire Department.
- Extensive knowledge of the operation of all apparatus, equipment and methods used in combatting, extinguishing and preventing fires, and in rescue work.

- Extensive knowledge of emergency medical care, safety practices.
- Knowledge of rules, regulations, procedures and directives of the Fire Department.
- Knowledge of maintenance of equipment and departmental facilities.
- Agility and strength to perform prolonged and arduous work under adverse conditions.
- Ability to understand and follow oral and written instructions.
- Skill in the operation of all fire fighting and rescue equipment.

### **EXPERIENCE AND TRAINING:**

Should have at least a Grade 12 education  
 Valid driver's licence for the Province of Ontario  
 First Aid Certificate - Standard Level C HCP  
 Basic Cardiac Life Support Certificate.

Other related courses or certificates as may be required.

Successful completion of all prescribed departmental training programs, courses and examinations.

### **Probationary Firefighter**

**Minimum of 12 months but can be extended to a Maximum of 18 months.**

Attend and complete Recruit training

### **3<sup>rd</sup> Class Firefighter**

**Minimum. 12+ Months of Service**

Completed NFPA 1001 Firefighter Level 1  
 Completed NFPA 472/1072 Hazardous Materials Awareness  
 Completed Emergency First Aid/CPR/AED  
 Attain minimum of 70% on 3<sup>rd</sup> Class Exam

### **2<sup>nd</sup> Class Firefighter**

**2+ Years of Service** and

Completed all of 3<sup>rd</sup> Class requirements AND;  
 Completed or able to complete NFPA 472/1072 Hazardous Materials Operations  
 Completed or able to complete NFPA 1001 Firefighter 2  
 Attain DZ Driver's License  
 Attain minimum of. 70% on 2<sup>nd</sup> Class Exam

### **1<sup>st</sup> Class Firefighter-**

**3+ Years of Service** and

Completed all of 2<sup>nd</sup> Class Requirements AND;  
 Completed or able to complete NFPA 1002 Apparatus Driver & Pump Operations  
 Completed or able to complete Emergency First Responder (EFR)  
 Attain minimum of 70% on First Class Exam

Ability to complete required training as outlined in Appendix "B" for the various Levels of Firefighters.

Previous firefighting experience and training will be considered an asset.

**WORKING RELATIONSHIPS:**

**Internal:** Fire Chief, Deputy Fire Chief, and Company Officers

**External:** Other Fire Departments, NRP/OPP and EMS

**WORKING CONDITIONS AND HOURS OF WORK:**

The Firefighter will be expected to respond to work in all types of weather and less than ideal conditions. The Firefighter may have to enter hazardous atmospheres and areas and will be expected to work in a safe manner.

Firefighters will be required to maintain a minimum of 60 hours of training annually.

Hours of work may include weekdays, evenings and weekends for emergency responses, training, meetings, events, and station duties

**JOB TITLE:** AUXILIARY

**DIRECTLY RESPONSIBLE TO:** Deputy Fire Chief/ Captain/Lieutenant  
**INDIRECTLY RESPONSIBLE TO:** Council/ CAO/ Fire Chief

**MAIN PURPOSE:**

Perform duties and other related work as required.

**REMUNERATION**

The Auxiliary Members rate of pay will be based on 70% of the rate of a First Class Firefighter.

**DISTINGUISHING FEATURES OF THE RANK:**

This is a skilled position entailing support services at firefighting, rescue and other related emergency services. Auxiliary Members may participate in programs for the prevention of fires and the saving of life and property.

An Auxiliary Member is responsible for rapidly, efficiently and safely performing various duties with no considerable hazard. The work includes routine duties in the maintenance of fire fighting vehicles, equipment and fire department facilities.

An Auxiliary Member may be required to assist with training, drills, etc., as required.

An Auxiliary Member may be required to have a thorough working knowledge of all emergency equipment including emergency apparatus.

This is manual work of a non-hazardous nature, generally conducted under the direct supervision of a Captain, involving support services and some first aid.

Regular training and maintenance work on the fire station and vehicles may be required.

**KEY RESPONSIBILITIES:**

- Responds to large and ongoing incidents where support services are required;
- Operates a pressure pump as assigned;
- Drives fire apparatus as assigned;
- Assists in giving first aid to the injured;
- Assists in cleaning firefighting equipment and apparatus upon return to the station after an emergency call or a practice;
- Attends regular training sessions to practice skills for duties assigned;
- Cleans and maintains areas of the fire station used by the Members as scheduled;
- Assists with the Fire Prevention Program. When assigned to fire prevention work, under direction of an officer, performs inspections and clerical duties as required;
- Performs related duties as assigned.

### **OTHER RESPONSIBILITIES:**

- Any other duties as assigned by the Fire Chief, Deputy Fire Chief, and Company Officers.

### **REQUIRED KNOWLEDGE, SKILL AND ABILITIES:**

- Mental alertness
- Mechanical aptitude
- Ability to get along well with others
- Willingness to perform any task assigned
- Conscientious and dependable
- Good physical condition
- Knowledge of rules, regulations, procedures and directives of the Fire Department.
- Knowledge of maintenance of equipment and departmental facilities.
- Ability to understand and follow oral and written instructions.
- Skill in the operation various equipment as assigned.

### **EXPERIENCE AND TRAINING:**

Should have at least a Grade 12 education  
Valid driver's licence for the Province of Ontario  
First Aid Certificate - Standard Level  
CPR/AED- HCP- Basic Cardiac Life Support Certificate.

Other related courses or certificates as may be required.

Successful completion of all prescribed departmental training programs, courses and examinations.

Previous firefighting experience and training will be considered an asset.

### **WORKING RELATIONSHIPS:**

**Internal:** Fire Chief, Deputy Fire Chief, and Company Officers

**External:** Other Fire Departments, NRP/OPP and EMS

### **WORKING CONDITIONS AND HOURS OF WORK:**

The Auxiliary Members will be expected to respond to work in all types of weather and less than ideal conditions. The Firefighter will be expected to work in a safe manner, and should not have to enter hazardous atmospheres and areas.

Auxiliary Members will be required to maintain a minimum of twenty four (24) hours of training annually.

Hours of work may include weekdays, evenings and weekends for emergency responses, training, meetings, events, and station duties



# WAINFLEET FIRE & EMERGENCY SERVICES



# SCHEDULE 'C' MANDATORY ANNUAL TRAINING

Forming Part of the Collective Agreement between the  
Corporation of the Township of Wainfleet  
and the  
Wainfleet Volunteer Firefighters Association.

1. Where practical, all required training shall be conducted during the regular weekly training periods. All Volunteer Firefighters and Officers shall complete all designated required training and certifications as outlined below:

	Topic	Content
1	Driver Safety/Street Training <i>NFPA 1002</i>	Classroom, Defensive Driving, Road Conditions, Large vehicle considerations, etc.
2	Interior Fire Suppression & Rescue <i>NFPA 1001</i>	Full Day- Live Fire training at tower
3	Ladders Operation <i>NFPA 1001</i>	Raise, lower, carry, parts, etc.
4	Firefighter Survival/ RIT <i>NFPA 1407</i>	Firefighter self rescue, survival, mayday and rescue downed firefighter
5	SCBA/PPE (Personal Protection) <i>NFPA 1001</i>	Use, Care, Inspection, Cleaning, & Maintenance
6	Pump Ops/Portable Pumps <i>NFPA 1001 &amp; 1002</i>	Pumping pressures, drafting, portable pumps, etc.
7	Emergency Patient Care <i>Red Cross (First Aid or Higher)</i>	Become certified and maintain said certification in Standard First Aid, with recertification pursued as their current certificate requires
8	CPR/AED Recertification <i>Red Cross</i>	Re-cert part of medical, but repeated practical evolutions, as per Niagara Base Hospital program
9	Tactical Ventilation <i>NFPA 1001</i>	Types of ventilation, techniques, timing of, use of, positive-pressure attack, etc.
10	Tanker Operations Rural Water/Water Supply <i>NFPA 1001 &amp; 1002</i>	Tanker procedures, filling, dumping, relay pumping, etc.
11	Incident Command <i>NFPA 1001 &amp; 1041</i>	Structure, initial reports, benchmarks, practical, etc.
12	FIT Testing (SCBA/N95) <i>NFPA 1001 &amp; CSA Z94.4</i>	Every year, each member

2. All Volunteer Firefighters and Officers shall attend all required training and attain all required certification for the positions as listed below.

### **FIREFIGHTERS & AUXILARY**

#### **Auxiliary**

Complete Emergency First Aid/CPR/AED  
Complete Worker Safety Awareness Training  
Complete Job Specific Training as required for Duties Performed.

#### **Probationary Firefighter**

**Minimum of 12 months but can be extended to a Maximum of 18 months.**  
Attend and complete Recruit training

#### **3<sup>rd</sup> Class Firefighter**

**Minimum. 12+ Months of Service**  
Completed NFPA 1001 Firefighter Level 1  
Completed NFPA 472/1072 Hazardous Materials Awareness  
Completed Emergency First Aid/CPR/AED  
Attain minimum of 70% on 3<sup>th</sup> Class Exam

#### **2<sup>nd</sup> Class Firefighter**

**2+ Years of Service** and  
Completed all of 3<sup>rd</sup> Class requirements AND;  
Completed or able to complete NFPA 472/1072 Hazardous Materials Operations  
Completed or able to complete NFPA 1001 Firefighter 2  
Attain DZ Driver's License  
Attain minimum of. 70% on 2<sup>nd</sup> Class Exam

#### **1<sup>st</sup> Class Firefighter-**

**3+ Years of Service** and  
Completed all of 2<sup>nd</sup> Class Requirements AND;  
Completed or able to complete NFPA 1002 Apparatus Driver & Pump Operations  
Completed or able to complete Emergency First Responder (EFR)  
Attain minimum of 70% on First Class Exam

**COMPANY OFFICERS****Lieutenant****5 Years of Experience Preferred** and

Completed all of 1<sup>st</sup> Class required training AND

Completed or able to complete NFPA 1041 Fire Service Instructor 1

Completed or able to complete NFPA 1021 Company Officer 1

Completed or able to complete NFPA 1035 Fire & Life Safety Educator 1

**Captain/Training-****Minimum of 5 Years of Experience** and/or

Completed all of Lieutenants required training AND

Completed or able to complete NFPA 1021 Company Officer 2

Completed or able to complete NFPA 1041 Fire Service Instructor 2

Completed or able to complete NFPA 1035 Fire & Life Safety Educator 2

Completed or able to complete NFPA 1521 Incident Safety Officer

Attain minimum of 70% on Officers Exam

3. All required training and must be completed within 12 months of advancement to the next classification, a 6 month extension to a maximum of 18 months may be requested. At which point, the member will return to the previous Rank or Classification
4. Failure to meet the above required training/certification requirements will result in discipline up to and including termination.