

COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF TIMMINS



AND

THE TIMMINS PROFESSIONAL FIRE FIGHTERS ASSOCIATION



January 1, 2023 – December 31, 2026

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BETWEEN:

THE CORPORATION OF THE CITY OF TIMMINS

Hereinafter called the "City"
OF THE FIRST PART

AND:

THE TIMMINS PROFESSIONAL FIRE FIGHTERS ASSOCIATION

Hereinafter called "Fire Fighters Association"
OF THE SECOND PART

WHEREAS The Fire Protection and Prevention Act, 1997 authorizes the entering into an Agreement between the City and the Fire Fighters Association,

AND WHEREAS the parties hereto have agreed to enter into these presents for the purposes of defining duties, privileges, working conditions and remunerations respecting the employment of the said employees.

NOW THIS INDENTURE WITNESSETH and the parties hereto mutually covenant and agree as follows:

ARTICLE 1 – EMPLOYEES COVERED

1.01 The provisions of this Agreement shall apply to all regular full-time Fire Fighters of the Timmins Fire Department, except the Chief and the Deputy Chief.

Job descriptions for employee classifications in the bargaining unit shall be maintained by the Corporation and be made available to members at any time. Each two (2) years, the Employer shall invite the Association to discuss the content of said descriptions, and the Association shall be permitted to make representation thereon.

ARTICLE 2 – EMPLOYER RIGHTS

- 2.01 The Association recognizes that it is the right of the Employer to exercise the regular and customary function of management and to direct the work force, subject to the terms of this Agreement. The Association acknowledges that it is the exclusive function of the Employer to:
1. Determine and establish standards and procedures for the delivery of service to the public in accordance with all applicable legislation;
 2. Maintain order, discipline and efficiency;
 3. Hire, discharge, lay-off, direct, classify, transfer, promote, demote, suspend, or otherwise discipline any employee of the Employer coming within the bargaining unit, provided the claim of discriminatory promotion, demotion, or transfer, or a claim that any such employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided;
 4. Generally to manage the operation and undertaking of the Employer and without restricting the generality of the foregoing to select, install, and require the operation of any equipment, plant and machinery which the Employer, in its uncontrolled discretion deems necessary for the efficient and economical carrying out of the operations and undertakings of the Employer.

The City agrees that these functions shall be exercised in a manner consistent with the general purpose and intent of this agreement and subject to the right of an employee to lodge a grievance as set forth herein.

ARTICLE 3 – RECOGNITION

- 3.01 The Employer recognizes the employee's committee, duly elected or appointed, as the exclusive bargaining agent for all regular full-time Fire Fighters of the Timmins Fire Department, with the exception of the Chief and the Deputy Chief, and this Agreement shall be regarded as being applicable to all such employees.
- 3.02 Except to the extent and to the degree agreed upon by the parties, and except to the extent of the current practice as it relates to volunteer fire fighters, no work customarily performed by an employee covered by this agreement shall be performed by another employee of the Corporation or by a person who is not an employee of the Corporation.

- 3.03 All employees of the Timmins Fire Department who are now members of the Timmins Professional Fire Fighters Association, shall remain members of the said Association as a condition of their employment and all new employees of the Fire Department shall become members of the Timmins Professional Fire Fighters Association, within thirty (30) days of the date of their employment.

A new employee of the Fire Department shall be deemed a probationary employee for the first twelve (12) months of their employment.

- 3.04 Upon the written request of each member employee, the employer agrees to deduct Association dues from such member employee salary. The deductions shall be based on a twenty-six (26) pay deduction of equal amounts and to remit the amount of dues so collected to the Treasurer of the Association, as soon as is practicable.
- 3.05 The written request shall consist of a form supplied by the Association and signed in duplicate by the employee affected. The City shall retain one of these forms and the Association shall retain the other.
- 3.06 Response to Calls West of the Mattagami River

It is recognized that the Timmins Fire Department is the designated first response unit to all calls west of the Mattagami River. Ward 1 has a Volunteer Fire Brigade that responds to calls west of the Mattagami River in addition to the first response of the Timmins Fire Department. As the Timmins Fire Department is first response to these calls, it provides a greater degree of autonomy to Ward 1 Volunteer Fire Brigade to deal with the fire calls and emergencies west of the Mattagami River.

A minimum response of one (1) truck with two full-time fire fighters will be dispatched to all calls west of the Mattagami River. The Timmins Fire Department will be in charge of any call to which they respond to. If the officer in charge of the shift determines that the situation warrants additional personnel or equipment, based on the information received from the dispatcher or the fire fighters on scene, the officer may dispatch additional personnel and equipment.

The Fire Chief and/or Deputy Chief may also dispatch additional personnel and/or equipment to the scene, should they feel it is warranted.

If the officer in charge determines that the Ward 1, Volunteer Fire Brigade has the situation under control, then **they** may recall the full-time fire fighters and equipment to the main hall.

ARTICLE 4 – HOURS OF WORK

- 4.01 During the currency of this agreement, working hours for the employees of the Fire Department shall be those for a platoon system as determined by the City and as set forth in Subsection 1 of Section 2 of the Fire Protection and Prevention Act 1997 but the off-duty hours of each employee are not more than forty-two (42) hours on the average for any work week, on a four-week cycle and that each employee shall be entitled to two (2) days off in each week on a strictly rotating system.

a) SUPPRESSION DIVISION

- i. The parties agree that for the purpose of the 24-hour shift, the attached 24-hour shift pattern shall be implemented for the 24-hour shift.

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
WEEK 1	WORK			WORK			
WEEK 2					WORK		WORK
WEEK 3			WORK			WORK	
WEEK 4		WORK					

- ii. The 24-hour shift schedule is based on an average 42-hour workweek over a 28-day cycle working twenty-four (24) hours at a time. Each 24-hour period shall be divided into two (2) twelve (12)-hour shifts and be referred to as a Full Shift. The first half of the shift shall be from 0800 hours to 2000 hours and be called day shift. The second half of the shift shall be from 2000 hour to 0800 hours the following day and be referred to as night shift.
- iii. Employees may work the night shift twelve (12) hours before a full shift or the day shift twelve (12) hours after a full shift to a maximum of thirty-six (36) continuous hours provided that the employee is off duty for a minimum of twenty-four (24) hours before the start and after the end of the thirty-six (36) continuous hours worked. In the case of an emergency, a fire fighter may work with less than twenty-four (24) hours off should they be called to work.
- iv. Employees working their regular shifts on a Friday and Sunday known as the “back to back” may not work more than four (4) additional hours on the Saturday of that weekend. In the event an employee is required to work longer than four (4) hours, the Fire Chief or Deputy shall be called if this procedure cannot be followed.
- v. If the department requests that employees work longer than thirty-six (36) consecutive hours, have less than twenty-four (24) hours off duty before returning to duty or work, more than four (4) hours post or before their “back to back” tour to cover staff shortages, shall be at the sole discretion

of the Deputy Chief. This shall not limit the rights for the Fire Chief under the Fire Protection and Prevention Act, s. 43(7).

- vi. Employees on shift on the day of a Federal, Provincial, or Municipal election agree to make arrangements to vote at an advance poll.
- vii. All required reports shall be completed and submitted prior to the end of shift. Where management determines that it is not possible to complete required reports for calls that occur in the last hour of the shift, mandatory overtime will apply (paid at a rate of time and one half (1 ½) times the appropriate rate of pay) for the purpose of completing and submitting reports. For all calls that occur prior to the last hour of the shift, those reports shall be completed prior to the end of the shift with no overtime costs incurred by the Employer.
- viii. Each Employee is personally responsible for ensuring that they are sufficiently rested such that they can safely operate their personal vehicle, in accordance with the Highway Traffic Act, at the completion of their shift.
- ix. In the interest of ensuring that Firefighters have obtained sufficient rest to safely operate their personal motor vehicle, an Employee shall be permitted to use the department rest facilities following the completion of their shift, as deemed necessary by the Employee, until such time as sufficient rest has been obtained for the Employee to drive safely.
- x. No additional compensation will be provided for the time that the Employee utilized the department rest facilities following their shift.
- xi. All Employees who work a 24-hour shift schedule will be required to work modified duties on straight 8-hour day shifts Monday through Friday whenever modified work is deemed necessary.

b) FIRE PREVENTION DIVISION

- i. Will operate Monday to Friday with a minimum of two (2) Fire Prevention Officers per day.

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
WEEK 1	CFPO		FPO1		FPO2		
WEEK 2	FPO2		CFPO		FPO1		
WEEK 3	FPO1		FPO2		CFPO		
WEEK 4	CFPO		FPO1		FPO2		

Scheduled days off

In the event of a holiday the member scheduled to be off will be moved to the next day. This schedule may change with the approval of the Chief Fire Prevention Officer.

- ii. The hours of work for all Fire Prevention Officers will be from 7:30 a.m. to 6:00 p.m. for a total of forty-two (42) hours per work week.
- iii. Each member of the Fire Prevention Division may be scheduled to work no more than two (2) shifts of ten and one half (10.5) hours per month outside of the hours outlined above.
- iv. The schedule of shifts to be worked outside of the hours outlined in Clause (iii) above shall be drafted by the Chief Fire Prevention Officer and is subject to the approval of either the Fire Chief or their designate.
- v. In order to afford maximum notice to members of the Fire Prevention Division, this schedule is to be posted a maximum of fourteen (14) days in advance but no later than four (4) days in advance of the days to be worked.
- vi. The assignment of members of the Fire Prevention Division to work outside of those hours specified in Clause (a) above shall be done on a rotational basis.
- vii. Time off in lieu or payment of overtime at appropriate compensating rate may be taken by members of the Fire Prevention Division provided the time chosen is mutually agreed between the Employer and the employee. Where agreement on all dates cannot be reached, the employee shall be paid in full.
- viii. Changes of shifts for members of the Fire Prevention Division shall be made in the same manner as changes of shift as outlined in Clause 4.02 of the agreement except that the Officer shall be the Chief Fire Prevention Officer.
- ix. A flex time work schedule will be permitted. It must be mutually agreed upon between the member and the Fire Chief and/or Deputy Fire Chief.

c) TRAINING DIVISION

- i. The normal hours of work for the Training Division shall be from 8:00 a.m. to 4:30 p.m. Monday to Thursday and from 8:00 a.m. to 4:00 p.m. on Fridays.
- ii. It is understood that the hours of work will be based upon forty-two (42) hours per week and the normal hours of work shall vary based on the training needs of the Department. It is agreed that the normal hours of

work shall not exceed eight and one half (8.5) hours per day.

- iii. It is also agreed that the days of work will vary based on the training needs of the Department and will vary from Monday to Sunday, five (5) consecutive working days followed by two (2) consecutive days off.
 - iv. Time off in lieu or payment of overtime at appropriate compensating rate may be taken by members of the Training Division provided the time chosen is mutually agreed between the Employer and the employee. Where agreement on all dates cannot be reached, the employee shall be paid in full.
 - v. A flex time work schedule will be permitted. It must be mutually agreed upon between the member and the Fire Chief and/or Deputy Fire Chief.
- 4.02 It is further understood that nothing in the schedule of hours of labour will prevent an Officer to grant the request of any two (2) employees who wish to change shifts or days off. An employee who wishes to change shifts, days off or partial shifts shall do so at any time by notifying, in writing, **their** officer (Officer shall be Captain or Lieutenant in charge of the shift).

The officer may grant the request provided:

- (a) The officer has received the notice at least one (1) day **twelve** (12) hours prior to the proposed change.
- (b) That the shift/partial shift change being made is done with a view to maintaining the shift strength and experience. Employees holding the classification of Captain will be required to exchange amongst the **Fire Suppression Officers** to maintain consistency on each platoon. It is understood that shift exchanges should not create overtime and all efforts will be made not to create said overtime.
- (c) The true reason for requesting an exchange shall be provided by the employee on the form, and personal reasons shall be acceptable. Personal reasons shall not include any exchange for the purpose of participating in any procedure, which is contrary to the governing by-law or for the purpose of working elsewhere for remuneration.

Note: Notwithstanding the forgoing, an employee may be granted the change of shifts, days off or partial shifts for emergency reasons with less than one (1) day **twelve** (12) hours' notice.

- (d) In the event that any request should be unduly withheld by the proper Officer, such request could be appealed to the Chief or Deputy Chief of the Department.
- (e) **A Suppression Division Employee may not arrange a shift exchange whereby the Employee would work more than thirty-six (36) consecutive hours.**

ARTICLE 5 – SENIORITY

- 5.01 In determining an employee's length of service for seniority purposes, computation will begin on the date the employee began full-time employment with the Fire Department of the City of Timmins.
- 5.02 The seniority list shall be updated annually and posted in the shift officer's quarters and administrative offices of the department. One copy shall be sent to the secretary of the Association.
- 5.03 A probationary employee shall accumulate seniority retroactively to the date **they** first commenced regular full-time employment as a probationer, on completion of the required probationary period of twelve (12) months.
- 5.04 Former employees re-entering the service after continuity of service has been broken for any reason (**Their** Majesty's Service excepted) shall be considered new employees and seniority shall start as of the date they re-enter the service. Leave of absence as granted under the provisions of this agreement shall not be deemed as a break in service for seniority purposes.
- 5.05 Where there is dispute involving the seniority list or any entry thereon, or an alleged omission, the employee concerned may take the matter up with the Chief Administrative Officer, or designate. In the event settlement is not reached, the matter may be dealt with according to the grievance procedure; provided the grievance is lodged within thirty (30) days of the meeting with the Chief Administrative Officer, or designate.
- 5.06 (a) All fire fighter related training for full-time Fire Fighters shall be offered on a seniority basis specific to the employee's respective classification.
- (b) Any member utilized to assist an instructor who is providing training, which is not considered part of **their** regular duties, will be paid the rate of a Lieutenant. **Should this take place outside the member's regular work hours, they will be paid one and one half (1 ½) times the rate of a Lieutenant.** Should an Officer be utilized to assist an instructor they will be paid **their regular rate. Should this take place outside the Officer's regular work hours, they will be paid one and one half (1 ½) times their rate of pay.**

ARTICLE 6 – PROMOTION

- 6.01 When a vacancy occurs in a classification or any new classification is created above the classification of First Class Fire Fighter, such vacancy shall be filled as quickly as is reasonably practicable, it being understood that such period shall not exceed sixty (60) calendar days. In the event a vacancy in a classification above First Class Fire Fighter is created by a retirement, such vacancy shall be filled within thirty-five (35) calendar days unless the parties mutually agree to an extension of this time limit.
- 6.02 Subject to Clause 6.01 above, a notice describing the vacancy shall be posted on the Fire Department bulletin board for ten (10) calendar days, and a copy of said notice shall be sent to the Association.

The notice shall contain the following:

- (a) Rate of pay.
 - (b) General job description.
 - (c) The closing date, testing date and materials required. The testing date shall not be less than five (5) calendar days and no more than twenty-one (21) calendar days from date of closing.
- 6.03 An employee within the full-time force of the **Timmins** Fire Department who is a First Class Fire Fighter and has completed ten (10) full years of service in the Timmins Fire Department may make application to the Chief of the **Timmins** Fire Department for promotion, for the position of Lieutenant, when a vacancy occurs. For the position of Fire Prevention Officer and Training Officer, **the Fire Fighter must have completed their probationary period.**
- (a) Divisions shall be defined as follows:
 - i) Suppression
 - ii) Fire Prevention
 - iii) Training

An employee transferring from one division to another shall not carry any rank or classification earned in the former division. Upon returning to **their** former division, the employee shall wait for a period of twelve (12) months being entitled to write the promotional exams in that division.

To be eligible for promotions in the respective divisions, the employee must have at least twelve (12) months service in that division immediately prior to qualifying.

- (b) The Employer may be required from time to time to transfer employees from one shift to another on a permanent basis and in the event of a permanent transfer, the employee shall be granted a notice of fourteen (14) calendar days. In the event that operations require the transfer of an employee from one shift to another for a period of less than two (2) months, but more than three (3) days, such a transfer may be made at the discretion of the Chief or Deputy Chief of the Department. In this case, the transfer shall be undertaken no sooner than five (5) full calendar days from the expiry of the last working day of the regular week's shift for the affected employee. The employee shall be returned to **their** regular shift once the reason for the emergency transfer ceased to exist.
- (c) **The Employer may transfer the most senior member to realign for a permanent promotion mid-year. For the purpose of this promotional transfer, the member shall be allowed to take their vacation as scheduled.**

6.04 Every recommendation for promotion of a member shall be based on **the promotional process and** seniority, with an average qualifying mark of seventy (70%) percent.

- (a) **The promotional process shall include the following:**

Written Examination:

Written questions and answers shall consist of twenty-five (25) questions, worth seventy (70%) percent.

Oral Examination:

Oral tests shall consist of twenty (20) questions, worth thirty (30%) percent.

- (b) The material used for written and oral examinations shall be taken from the current NFPA Standards and shall be relevant to the classification in question. Each candidate shall be asked the same questions, to assure uniformity in marking. All study material shall be available to applicants effective the first day of the posting.
- (c) Timmins Fire Department Promotional Board shall consist of four (4) members, who must be present, and conduct and mark all written and oral examinations. The four (4) members **may include:**
 - (i) The Fire Chief
 - (ii) The Deputy Chief or **their** designate.
 - (iii) The Human Resources Department
 - (iv) The Training Officer will be involved with the Promotional Board for all promotions up to and including the rank of Captain in the Fire Suppression Division.

- (v) The Chief Fire Prevention Officer will be involved with the Promotional Board for the promotion of Fire Prevention Officer.
 - (d) The written and oral examinations shall be marked within three (3) days after completion of examinations and each candidate will be shown **their** marks with an additional two (2) days. The candidate will be shown **their** marks in private and shall be told what the highest mark attained was and who received the job. The examination paper, once shown will be retained by the Corporation. Where a member desires a review of **their** marks, **they** may request an interview with the Promotional Board.
 - (e) Officers shall be granted seniority in the ranks to which they are appointed, with seniority being dated according to the date the officer was first appointed to **their** respective current position. Where a competition for promotion involves officers, seniority in the respective ranks shall be the factor for consideration provided the individuals concerned are qualified for the next higher rank.
- 6.05 Where written examinations are involved, all candidates shall have access to applicable reference material.
- The promotional written and oral examinations shall consist of different questions with content consistent with the requirements of each of the different classifications for which the examinations are to be held.
- 6.06 No formal written or formal orals tests or formal examinations are to be conducted except in the specific case where an immediate promotion is to be made. When employees must be tested on a piece of equipment, apparatus or gear, said tests shall be of a practical nature.
- 6.07 Each promotion shall be for a trial period of six (6) months, and the Fire Chief or Deputy Chief shall prepare a written appraisal of each person on said trial period at the end of the six (6) months. The person on said trial period shall be shown **their** written appraisal prior to the Fire Chief submitting said appraisal to the Chief Administrative Officer. The appraisal shall be based on fire fighting and other tests and examinations as deemed necessary by the Fire Chief. Upon successful completion of the trial period, The Fire Chief shall notify the appointee in writing. Trial period shall commence at the effective date as established or at the time **they are** assigned and fulfills the duties of the position, whichever is the earliest.
- 6.08 Each applicant for a promotion shall submit to such written or oral tests and examinations as set out in Clause 6.04.
- 6.09 If no applications are received in response to the notices hereinbefore referred to, or if applicants are not sufficiently qualified or fail the required tests, the Committee

may select some other person who meets the qualifications and who passes all appropriate tests.

- 6.10 Temporary promotions in an acting capacity shall be made by the Fire Chief, or Officer acting in that capacity, and shall be an employee who is at least the most senior First Class Fire Fighter.

Fire Fighters who passed a promotional exam in a division, do not have to re-qualify for the same position. For the Suppression Division, if the candidate possesses the classification of NFPA 1021 Fire Officer II or higher, they will be exempt from writing the promotional exam.

In the event of a permanent vacancy in the rank of Captain, the Lieutenant who has the most seniority in the rank, would be promoted to the position of Captain. If seniority is the same, seniority in the Department shall govern.

ARTICLE 7 – WAGE SCHEDULE

- 7.01 The following annual wage schedule shall become effective from the dates indicated, and shall remain in effect during the term of this agreement.

January 1st, 2023: 1.50%	July 1st, 2023: 1.50%
January 1st, 2024: 1.00%	July 1st, 2024: 1.00%
January 1st, 2025: 1.00%	July 1st, 2025: 1.00%
January 1st, 2026: 1.25%	July 1st, 2026: 1.25%

This agreement recognizes that should Timmins Police Services Uniform group negotiate higher wage settlements, parity with that unit will be maintained.

CLASSIFICATION	01-Jan-23	01-Jul-23	01-Jan-24	01-Jul-24	01-Jan-25	01-Jul-25	01-Jan-26	01-Jul-26
Probationary – First 6 Months	\$ 72,160	\$ 73,242						
Probationary – Second 6 Months	\$ 76,357	\$ 77,503	\$ 78,278					
Fourth Class Fire Fighter	\$ 80,563	\$ 81,771	\$ 82,589	\$ 83,415	\$ 84,249			
Third Class Fire Fighter	\$ 88,966	\$ 90,300	\$ 91,203	\$ 92,115	\$ 93,036	\$ 93,967	\$ 95,141	
Second Class Fire Fighter	\$ 97,362	\$ 98,823	\$ 99,811	\$ 100,809	\$ 101,817	\$ 102,835	\$ 104,121	\$ 105,422
First Class Fire Fighter	\$ 105,763	\$ 107,350	\$ 108,423	\$ 109,507	\$ 110,602	\$ 111,709	\$ 113,105	\$ 114,519
Fire Prevention Officer	\$ 115,282	\$ 117,011	\$ 119,266	\$ 120,458	\$ 122,769	\$ 123,996	\$ 126,677	\$ 128,261
Lieutenant	\$ 115,282	\$ 117,011	\$ 119,266	\$ 120,458	\$ 122,769	\$ 123,996	\$ 126,677	\$ 128,261
Training Officer	\$ 115,282	\$ 117,011	\$ 119,266	\$ 120,458	\$ 122,769	\$ 123,996	\$ 126,677	\$ 128,261
Captain	\$ 122,685	\$ 124,526	\$ 126,855	\$ 128,124	\$ 130,511	\$ 131,816	\$ 134,595	\$ 136,277
Chief Fire Prevention Officer	\$ 122,685	\$ 124,526	\$ 126,855	\$ 128,124	\$ 130,511	\$ 131,816	\$ 134,595	\$ 136,277
Chief Training Officer	\$ 122,685	\$ 124,526	\$ 126,855	\$ 128,124	\$ 130,511	\$ 131,816	\$ 134,595	\$ 136,277

Revised wage scale takes effect with new hires only after the date of ratification:

CLASSIFICATION	01-Jan-23	01-Jul-23	01-Jan-24	01-Jul-24	01-Jan-25	01-Jul-25	01-Jan-26	01-Jul-26
Probationary Fire Fighter (60% of 1 st Class Fire Fighter)	\$ 63,458	\$ 64,410	\$ 65,054	\$ 65,704	\$ 66,361	\$ 67,025	\$ 67,863	\$ 68,711
Fourth Class Fire Fighter (70% of 1 st Class Fire Fighter)	\$ 74,034	\$ 75,145	\$ 75,896	\$ 76,655	\$ 77,422	\$ 78,196	\$ 79,173	\$ 80,163
Third Class Fire Fighter (80% of 1 st Class Fire Fighter)	\$ 84,611	\$ 85,880	\$ 86,739	\$ 87,606	\$ 88,482	\$ 89,367	\$ 90,484	\$ 91,615
Second Class Fire Fighter (90% of 1 st Class Fire Fighter)	\$ 95,187	\$ 96,615	\$ 97,581	\$ 98,557	\$ 99,542	\$ 100,538	\$ 101,794	\$ 103,067

Officer Wage Increase

January 1st, 2024:

- Increase to 110% of 1st Class Fire Fighter (Fire Prevention Officer, Lieutenant, Training Officer)
- Increase to 117% of 1st Class Fire Fighter (Captain, CTO, CFPO)

January 1st, 2025:

- Increase to 111% of 1st Class Fire Fighter (Fire Prevention Officer, Lieutenant, Training Officer)
- Increase to 118% of 1st Class Fire Fighter (Captain, CTO, CFPO)

January 1st, 2026:

- Increase to 112% of 1st Class Fire Fighter (Fire Prevention Officer, Lieutenant, Training Officer)
- Increase to 119% of 1st Class Fire Fighter (Captain, CTO, CFPO)

7.02 Recognition Pay

Recognition Pay will be defined as follows:

- Recognition Pay will be paid to Fire Fighters engaged in suppression, training and prevention only.
- Recognition Pay will be based on the First Class Fire Fighter wage and will be paid bi-weekly.
- Recognition Pay will be included in calculating overtime, vacation, statutory holiday pay, pension contributions, STD/LTD, **life insurance, accidental death and dismemberment insurance**, WSIB and sick leave gratuities;
- Recognition Pay will be paid on the employee's anniversary date following the attainment of any of the service milestones.
- Recognition Pay rate and milestone will be defined as follows:
 - 3% after the completion of 8 years of service
 - 6% after the completion of 17 years of service
 - 9% after the completion of 23 years of service.

Recognition Pay	01-Jan-23	01-Jul-23	01-Jan-24	01-Jul-24	01-Jan-25	01-Jul-25	01-Jan-26	01-Jul-26
3% after 8 years of service	\$ 3,173	\$ 3,220	\$ 3,253	\$ 3,285	\$ 3,318	\$ 3,351	\$ 3,393	\$ 3,436
6% after 17 years of service	\$ 6,346	\$ 6,441	\$ 6,505	\$ 6,570	\$ 6,636	\$ 6,703	\$ 6,786	\$ 6,871
9% after 23 years of service	\$ 9,519	\$ 9,661	\$ 9,758	\$ 9,856	\$ 9,954	\$ 10,054	\$ 10,179	\$ 10,307

- 7.03 Every Fire Fighter moving from probationary period, **fourth class, third class, and second class** will be required to complete an examination for which **they** must obtain a passing mark of at least seventy (70%) percent, and, if **they** should fail such examination or tests, shall not be promoted to the classification immediately higher until the required passing grade has been achieved. A candidate may have a re-examination within three (3) months if **they** fail, and shall be permitted a maximum of two (2) such re-examinations.

7.04 Overtime

When an employee is required to work beyond **their** normal work day or work week, except in case of recall, **they** shall be paid at the rate of time and one-half (1 ½) per hour at **their** present salary for each hour of overtime worked.

In the event of overtime on a statutory holiday or on a regular scheduled shift taken off as vacation time **or a lieu day**, the rate of pay shall be two and one quarter (2 ¼) times per hour at **their** present salary for each hour of overtime worked.

In the event of overtime on a scheduled vacation day or a lieu day the employee shall have the option to be returned their vacation day or lieu day and the person shall be paid in accordance with overtime.

When the complement goes below five (5) fire fighters on any platoon, with no Officer on shift, an Officer shall be called in on overtime utilizing the present system of calling in the off shift.

Employees will only be able to work overtime amongst the firefighter classification or the officer classification. Suppression Officers will be utilized as firefighters should a firefighter not be available.

7.05 Recall

Recall shall be on the order of the Chief or **their** designate, and on recall, full-time Fire Fighters shall be paid a minimum of three (3) hours at time and one-half (1 ½) the regular rate of pay.

In the event of recall on a statutory holiday or on a regular scheduled shift taken off as vacation time **or lieu day**, **they** shall be paid at the rate of two and one quarter (2 ¼) times per hour the regular rate of pay.

- 7.06 If, during the period of this Agreement, a Member is required to perform the duties of a **Suppression Officer** such Member shall be paid at the rate applicable for the position and such pay shall commence when the member commences **their** substituting said position.

If a Lieutenant is required to assume the duties of their shift Captain for more than twenty-eight (28) consecutive twelve (12) hour shifts, they will receive the Captain's rate of pay for any subsequent shifts they work in this capacity until the return of the Captain. This will pertain to sick time and compensable injury used by the Captain.

If the Chief Fire Prevention Officer is absent, the Fire Chief may appoint the senior on duty Fire Prevention Officer to replace the Chief Fire Prevention Officer and the Fire Prevention Officer shall receive the rate of pay of the Chief Fire Prevention Officer. In the event the Chief Fire Prevention Officer is absent for any reason, for more than five (5) working days, the Fire Chief shall appoint the senior Fire Prevention Officer to replace the Chief Fire Prevention Officer and the Fire Prevention Officer shall receive the rate of pay for the Chief Fire Prevention Officer effective on the day **they are** appointed.

If the Chief Training Officer is absent, the Fire Chief may appoint the senior on duty Training Officer to replace the Chief Training Officer and the Training Officer shall receive the rate of pay of the Chief Training Officer. In the event the Chief Training Officer is absent for any reason, for more than five (5) working days, the Fire Chief shall appoint the senior Training Officer to replace the Chief Training Officer and the Training Officer shall receive the rate of pay for the Chief Training Officer effective on the day they are appointed.

- 7.07 Maximum of **two hundred and forty (240)** hours of banked time at any one time during the calendar year. Banked time may only be paid out upon written request on June 1st and December 1st of each year.

ARTICLE 8 – ANNUAL VACATIONS & STATUTORY HOLIDAYS

- 8.01 All **annual vacation and statutory holidays** shall be granted on a system agreed upon between the Fire Chief and Association with a view to the efficiency of the Department, but shall be taken within one (1) year from the due period of such **annual vacation, and statutory holidays**, these rules shall apply:
- (a) Annual vacation will have priority over all other time off taken.

- (b) When leave is granted for a combination of annual vacation, statutory holidays and banked time no more than two (2) fire fighters will be scheduled off per shift. At no time will the Captain and Lieutenant be allowed to be away from work at the same time. Sick time or education time are not to be a factor. The minimum time off in lieu of payment of overtime shall be three (3) hours.
 - (c) Holiday requests must be submitted no later than March 31st in each year. Holiday sheets shall be posted downstairs in the Captain's Office and the Guard Office for each platoon no later than April 15th of each year and shall follow the key system of the Fire Fighters Association. A copy of the approved holiday schedule shall be submitted to the Chief or **their** designate.
- 8.02 All employees of the Fire Department, after the completion of one (1) year's service shall be entitled to **twelve (12)** days in lieu of statutory or declared holidays in each year, and such statutory or declared holidays shall be:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
Civic Holiday	Labour Day
National Day of Truth & Reconciliation	Thanksgiving Day
Christmas Day	Boxing Day

and any other day or part day proclaimed as a holiday (statutory) by the Federal, Provincial or Municipal Government.

In addition to the above paid holidays, each full-time employee will be entitled to an additional three (3) paid floating holidays to be taken during the calendar year. Floating holidays will be utilized in the same manner as statutory holidays and as per the requirements of the Collective Agreement. For the purpose of this clause, one (1) Floating Holiday will be equal to one (1) shift.

All employees of the Fire Department who work on a statutory or declared holiday shall be paid one and one half (1½) times **their** normal daily salary for the hours worked in addition to the lieu day therein.

One (1) lieu day for Suppression Division employees shall be equal to a twelve (12) hour day shift or a twelve (12) hour night shift for the Suppression Division. Lieu time may be used for the day shift or the night shift or a full shift. Employees off for a full shift shall use two (2) lieu days.

For the first four (4) months an employee is off sick, there is no deduction of statutory holidays. If an employee is off more than four (4) months **they** would not be credited for any stats if off for the entire month. This clause will not pertain to any member who is off work due to a compensable injury for up to four (4) months.

8.03 Length of Vacation

Employees shall receive annual vacation with pay as follows:

Divisions shall choose vacation as per the current agreed upon process.

a) SUPPRESSION DIVISION

Vacation entitlement for the on the 24-hour shift schedule will be as follows:

Less than one (1) year of service shall be prorated to the amount of months worked in a calendar year to a maximum of four (4) credits for twelve (12) months worked;

After one (1) year or more of service vacation shall equal four (4) credits;

After three (3) years or more of service vacation shall equal six (6) credits;

After seven (7) years or more of service vacation shall equal eight (8) credits;

After twelve (12) years or more of service vacation shall equal ten (10) credits;

After twenty three (23) years or more of service vacation shall equal twelve (12) credits;

After thirty (30) years or more of service vacation shall equal fourteen (14) credits.

Effective January 1, 2024, twelve (12) credits will be allocated after twenty-two (22) years or more of service.

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
BLOCK 1	WORK			WORK			
BLOCK 2					WORK		WORK
BLOCK 3			WORK			WORK	
BLOCK 4		WORK					

One (1) block is considered the period Monday through Sunday.

One (1) twenty-four (24) hour shift = one (1) vacation credit.

b) FIRE PREVENTION DIVISION

Employees shall receive annual vacation with pay as follows:

After one (1) year or more of service	Two (2) weeks
After three (3) years or more of service	Three (3) weeks
After seven (7) years or more of service	Four (4) weeks
After twelve (12) years or more of service	Five (5) weeks
After twenty-three (23) years or more of service	Six (6) weeks
After thirty (30) years or more of service	Seven (7) weeks

Effective January 1, 2024, six (6) weeks of vacation will be allocated after twenty-two (22) years or more of service.

Fire Prevention Division working on the Ten (10) Hour Shift Schedule will be required to utilize vacation day credits based on one (1) vacation day equals one point two (1.2) vacation credits.

c) TRAINING DIVISION

Employees shall receive annual vacation with pay as follows:

After one (1) year or more of service	Two (2) weeks
After three (3) years or more of service	Three (3) weeks
After seven (7) years or more of service	Four (4) weeks
After twelve (12) years or more of service	Five (5) weeks
After twenty-three (23) years or more of service	Six (6) weeks
After thirty (30) years or more of service	Seven (7) weeks

Effective January 1, 2024, six (6) weeks of vacation will be allocated after twenty-two (22) years or more of service.

- 8.04 All annual vacation and statutory holidays shall be granted with full salary.
- 8.05 New employees starting after January 1st, in any year, after serving three (3) months of **their** probationary service, shall be entitled to one (1) day vacation for each month of service from the date of the original appointment (not to exceed ten (10) days).
- 8.06 Vacation credits do not accumulate during any month in which a member is absent from duty for the entire month for any reason other than vacation leave of absence or leave of absence with pay.

This article will not apply to employees whose Workplace Safety and Insurance Board (WSIB) claims are in process at the date of ratification.

ARTICLE 9 – COMPLAINT, GRIEVANCE AND ARBITRATION PROCEDURE

9.01 The Timmins Professional Fire Fighters Association shall appoint a Grievance Committee from amongst their members, comprised of four (4) Fire Fighters and shall file notice thereof annually with:

1. The Fire Chief
2. The Chief Administrative Officer or **their** designate.

All parties shall be notified of any change made in the Grievance Committee throughout the year. No employee or group of employees shall be permitted to take a grievance to Council or any member of Council, or the Chief Administrative Officer, nor shall they be permitted to communicate their grievance to the public press, except as hereinafter provided for.

9.02 If an employee be discharged and if **they** believe **they have** been unjustifiably discharged, **they** may have **their** grievance taken up under the Grievance Procedure starting at Stage 4, if presented in writing within seven (7) days after the date of **their** leaving the employ of the City, and not otherwise. If it should be settled finally in **their favour**, **they** shall be reinstated without loss of pay or seniority or any other arrangement, which is just and equitable in the opinion of the conferring parties.

9.03 When a grievance, which affects an employee's rate of pay is settled in **their** favour, it shall be made retroactive to the time the grievance occurred.

9.04 Should any complaint or grievance arise relative to working conditions, wages, etc., believed contrary to the existing agreement or accepted rules and regulations as printed, or as a result of any action involving any individual member or members of the Timmins Fire Department, the employee or employees concerned may then proceed as follows to receive explanation, clarification, or settlement of the complaint or grievance.

9.05 No grievance will be considered where the circumstances given rise to it occurred or originated more than five (5) full working days before the submission of the grievance.

Stage 1

The complainant along with an Association Representative will discuss the matter with the Fire Chief or Deputy Fire Chief to determine if the issue can be resolved without the necessity for further action.

Stage 2

Appeal to the Timmins Fire Fighters Grievance Committee shall be in writing. The said Grievance Committee shall give due consideration to the grievance, and after having settled themselves that there is just cause for grievance, shall proceed as follows:

Stage 3

The Grievance Committee, accompanied by the employee, may take the matter up with the Chief of the Department, and, failing settlement within forty-eight (48) hours;

Stage 4

The Grievance Committee, accompanied by the employee, may take the matter up with the Chief Administrative Officer or **their** designate and **they** shall, meet within ninety-six (96) hours, and **they** shall within forty-eight (48) hours of the meeting aforesaid, render a written reply to the employee, and the **Chair** of the Grievance Committee.

- 9.06 Any and all time limits expressed herein for reply by the Corporation and its representatives, shall equally apply to the grievor and the Grievance Committee. Failure to indicate intention to proceed to the next stage within the time limits specified, except where extension is granted according to Clause 9.09, shall indicate the grievance has been withdrawn.

Any grievance, which is not settled after completing the procedure hereinbefore set out, may be submitted to Council or referred to arbitration in accordance with The Fire Protection and Prevention Act, as amended.

- 9.07 In no event shall the Arbitrator have the power to change this Agreement, or alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of any discharge or disciplinary grievance by any arrangement, which in **their** opinion, **they** deem just and equitable.
- 9.08 In case a group of employees have an alleged grievance, it shall be taken up by the Grievance Committee, starting at Stage 3.
- 9.09 In determining the time in which any stage is to be taken under the foregoing provisions of this article, Saturdays, Sundays and Statutory or Paid Holidays shall be excluded. Any and all time limits fixed by this article may at any time be extended by agreement in writing between the City and the Association.
- 9.10 At any stage of the Grievance Procedure, including arbitration, the conferring

parties may have the assistance of the employees concerned, and any necessary witnesses and all reasonable arrangements shall be made to permit the conferring parties to have access to the Department, to view disputed operations, and to confer with the necessary witnesses.

- 9.11 All grievances shall be replied to in writing in all stages.
- 9.12 Should the grievance not resolve at the stages identified in article 9.05 or 9.06 the matter in dispute shall be submitted to a Sole Arbitrator within seven (7) working days of the date of non-resolution.
- 9.13 The Employer and the Association shall within three (3) weeks, mutually agree upon an Arbitrator. If the Employer and the Association fail to agree upon an Arbitrator within the time limit, the appointment shall be made by the Ministry of Labour upon the request of either of the parties hereto.
- 9.14 Either party may at its own discretion choose to have the grievance heard by a Board of Arbitration. The Board will consist of one (1) Arbitrator, one (1) Employer Nominee and one (1) Association Nominee and shall be selected in the following manner. Each party of this agreement shall select a Nominee within ten (10) days after failure to settle the question in dispute. The two (2) Nominees shall, within five (5) days of their appointment, select an Arbitrator for the Board of Arbitration.
- 9.15 If either party fails to appoint its Arbitrator as herein provided, or if the Arbitrator so appointed shall fail or be unable to serve and another Arbitrator is not appointed in **their** place, then the other party hereto may request the Ministry of Labour to select such Arbitrator.
- 9.16 If the two (2) Nominees appointed as herein provided fail within five (5) days, to agree upon an Arbitrator, the said two (2) Nominees shall forthwith request the Ministry of Labour to select an arbitrator.
- 9.17 The parties hereto agree to abide by and comply with the decisions or awards.

ARTICLE 10 – TRAINING ALLOWANCE

10.01 Fire Prevention and Training Divisions

If the individual is off shift on the travel days, they will be credited with eight (8) hours per travel direction. If they are on shift, that will constitute their working shift. For each day spent at the **training facility** on course, they will be credited on a shift per shift basis if they are off duty. If they are on duty for any of these course days at the **training facility**, this will constitute their working shift for those days. Individuals traveling to the **training facility** will be provided with

vehicle expenses, which will be paid in accordance with the Corporate Vehicles Policy **as amended**, or will be given a city vehicle to travel.

10.02 **Suppression Division**

If the individual is off shift on the travel days they will be credited with eight (8) hours per travel direction. If they are on shift on the day traveling to the training facility that will constitute their working day. If they are on shift on the day traveling back from the training facility, the classroom time that day plus the traveling time will constitute their working day. For any other 24-hour shifts scheduled to work during that week while at the training facility, two (2) classroom days will equal one (1) 24-hour shift. Individuals traveling to the education facility will be provided with vehicle expenses, which will be paid in accordance with the Corporate Vehicles Policy as amended or will be given a city vehicle to travel.

ARTICLE 11 – LEAVE OF ABSENCE

- 11.01 A six (6) months leave of absence without loss of seniority and without pay, may be granted to members of the Timmins Fire Department, and all requests for such leave of absence must be in writing and addressed to the Fire Chief. Any employee on six (6) months leave of absence who wishes to return to the Department at the completion of the six (6) months leave of absence shall give written notice at least thirty (30) days prior to the completion of said leave of absence.
- 11.02 Upon request of the Fire Fighters Association, the municipality agrees to allow leave of absence with pay of up to four (4) members of the Timmins Fire Fighters Association, if they can be spared, for Association duties, provided that the Association time off does not create overtime for any reason and provided that the total overall leaves concerned do not exceed Three Hundred and Fifty (350) hours. Fifty (50) hours of the union time shall be used solely to attend Line of Duty deaths and memorial services. The leave of Three Hundred and Fifty (350) hours shall not include time spent by members attending Association meetings conducted in the Timmins Fire Department Hall.
- 11.03 On request to the Officer in Charge, leave of absence shall be granted to a member because of the death of **their** father, mother, child or step-child, brother, sister, spouse, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild, **aunt or uncle**. The leave of absence so granted shall be five (5) calendar days following the death of a spouse, child or step-child, mother or father and three (3) calendar days for all other deaths. A member shall be granted one (1) day leave of absence for the

death of spousal grandparents and/or perform the responsibility of pallbearer for a relative not listed above.

Bereavement leave days utilized are consecutive calendar days and begin the first calendar day after the death. Notwithstanding the above, employees will be granted flexibility to utilize their bereavement leave entitlement over two (2) occasions which are directly related to the death.

- 11.04 Where an employee qualifies for certified sick leave, bereavement, or any other approved leave of absence during **their** period of vacation, there shall be no deductions from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, as mutually agreed upon between the employee and the employer.

11.05 **Pregnancy and Parental Leave**

(a) **Pregnancy Leave**

Pregnancy leave shall be provided in accordance with the provisions of The Employment Standards Act, as amended. Such leave may be initiated by the employee on presentation of a certificate by a legally qualified medical practitioner stating that the employee is pregnant and specifying a date on which, in **their** opinion, delivery will occur. An employee who is on pregnancy leave as provided under this agreement, who is in receipt of Employment Insurance pregnancy benefits pursuant to The Employment Insurance Act, as amended, shall be entitled to a Supplemental Employment Benefit (SEB). That benefit will be equivalent to the difference between eighty (80%) percent of **their** regular weekly earnings and the sum of **their** weekly Employment Insurance benefits and any other earnings. Such payment shall commence following the completion of the one (1) week Employment Insurance waiting period and receipt by the City of the employee's initial Employment Insurance

cheque stub as proof that **they are** in receipt of Employment Insurance pregnancy benefits and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying **their** regular hourly rate on **their** last day worked prior to the commencement of the leave times **their** normal weekly hours. This clause is applicable to full-time employees only.

(b) **Parental Leave**

Parental leave shall be provided in accordance with the provisions of The Employment Standards Act, as amended. The Employer will pay a Supplemental Employment Benefit (SEB) that will be equivalent to the

difference between eighty (80%) percent of **their** regular weekly earnings and the sum of **their** weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period and receipt by the Employer of the employee's initial Employment Insurance cheque stub as proof that **they are** in receipt of Employment Insurance parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of 15 weeks. The employee's regular weekly earnings shall be determined by multiplying **their** regular hourly rate on **their** last day worked prior to the commencement of the leave times **their** normal weekly hours. This Clause is applicable to full-time employees only.

- (c) If the employee elects, the total value of the SEB set out at (b) may be prorated according to the total number of weeks of parental leave the employee chooses to take. In this instance, the employee must advise Human Resources of the length of their intended parental leave no later than 2 weeks before it is to commence.

ARTICLE 12 – SICK LEAVE

12.01 "Sick Leave Absence" means absence from regular attendance due to member's sickness or other physical incapacity.

"Regular Attendance" means for any month the attendance of a member at the member's duties on the days and during the hours for which the member's attendance is required during that month, according to the terms of the member's employment, subject to the proviso that no credit shall be given to any member in any month who, in that month, was absent from duty without authorized leave, or who is absent for more than six (6) days for any reason other than vacation or overtime or paid lieu time.

"Sick Leave Certificate" means a certificate from a recognized medical practitioner verifying a claim for sick leave.

- (a) Each member shall be entitled to 1.5 days per month (18 hours) of sick leave credits per calendar month.
- (b) Sick leave shall be cumulative and may be drawn by a member in case of a non-occupational illness or injury.
- (c) Any member having five (5) or more years of continuous service, who terminates employment, shall be paid the amount of **their** accumulated sick leave computed on the basis of **their** pay at the date of termination of

employment as follows:

An amount equal to the member's salary, wages or other remuneration for one-half ($\frac{1}{2}$) the number of hours standing to the member's credit and in any event not in excess of the amount of one-half ($\frac{1}{2}$) year's earnings at the rate received by the member immediately prior to termination of employment.

- (d) In the event of death of a member, the member's sick leave credits shall be payable in cash to the member's beneficiary as follows:

An amount equal to the member's salary, wages or other remuneration for one-half ($\frac{1}{2}$) the number of hours standing to the member's credit and in any event not in excess of the amount of one-half ($\frac{1}{2}$) year's earnings at the rate received by the member at that time.

- (e) A member utilizing sick leave shall notify the Chief or **their** designate or the **Officer** designate on duty prior to the commencement of the shift.
- (f) No claim for sick leave shall be allowed unless at the time the claim is made the member has sufficient cumulative sick leave credit to cover the absence.
- (g) In the event a claim relates to an absence in excess of **four (4)** or more consecutive shifts, the member shall provide a certificate from a duly qualified medical professional to confirm the absence and to confirm the member's ability to return to regular duties.

Medical confirmation is required, **as soon as possible** after an absence in excess of **four (4)** consecutive shifts. Medical confirmation is also required prior to the member's return to regular duties.

The Fire Chief or the Deputy Fire Chief reserve the right to request a medical certificate at any time regardless of the length of the absence at the expense of the corporation.

- (h) Absences for less than one full day shall be deducted on an hourly basis.
- (i) No sick leave credit shall be given to a member in any month who, in that month, was absent from duty without authorized leave, or who is absent for more than six (6) days for any reason other than vacation, banked overtime or paid lieu time. For WSIB absences, sick leave credits will continue to accrue for the first twelve (12) months of any such absence.
- (j) Notwithstanding article 12.01 and 12.01a), employees may with the approval of the Chief or their designate, be allowed to utilize their

accumulated sick leave credits in order to engage in personal preventive medical health and dental care or in cases of immediate family (spouse, employee's children and/or immediate parents) illness. Such permission shall not be unreasonably withheld. The request shall be made in writing stating the leave is requested under this Article and employees shall provide the employer with a minimum of three (3) days notice, except in case of unforeseen circumstances. Such leave shall be granted for periods of no less than half a day (6.0 hours for suppression or 4.2 hours training and prevention) and will be approved to a maximum of five (5) sick leave credit days per calendar year.

(k) Suppression Division:

When an employee calls in sick prior to the commencement of their shift, the employee will be recorded as sick for either the dayshift twelve (12) hours, nightshift twelve (12) hours or the entire twenty-four (24) hour shift.

In the event an employee leaves work sick such hours will be deducted in accordance with Article 12.01 (h) of the current collective agreement.

- 12.02 a) Sick leave credits and deductions shall be on the basis that one (1) day's credit shall be deducted for each shift missed by the employee. Where an employee, who is scheduled to work on a Sunday weekend shift, has been absent due to illness, two (2) days shall be deducted from **their** accumulative credits for that missed shift. One day will be construed as a 12 hour day on the following formula:

$$1/182 \times 2184 = 12 \text{ hours or } 1 \text{ day.}$$

- b) A member who has exhausted all their sick time, vacation time, statutory holidays, banked overtime and banked education time and is unable to work due to illness may be replaced by another member with no reimbursement. If the said member is not replaced it will be considered leave without pay. A medical certificate from a medical practitioner confirming the illness will be provided. The leave will be mutually agreed upon and will not exceed four (4) months. Evaluation of the approved leave shall be reviewed as required by the Fire Chief and the Executive Committee.

- 12.03 When an employee having more than five (5) years service ceases to be employed by the City, there shall be paid to **them** or **their** personal representative, and in the event of death then to the beneficiary of the deceased, an amount computed on the basis of **their** pay at the date of leaving the employ of the City for a period equal to fifty percent (50%) of the values of **their** sick leave credits or fraction thereof,

but the amount shall not exceed six (6) months pay, and any banked overtime.

- (a) There shall be no pay out of sick leave credits as provided for in Clause 12.03 to any employee hired after January 1, 1998.
 - (b) In the event of a line of duty death, there shall be paid to **their** beneficiary, an amount equal to one hundred (100%) percent of **their** sick leave credits and one hundred (100%) percent of any banked overtime."
 - (c) All employees 50 years of age or older, who are actively at work having achieved twenty-five (25) years of service and have in excess of 200 days in their sick leave bank, who decide to opt for retirement, shall be entitled to an amount equal to fifteen (15) weeks of pay.
- 12.04 A member prevented from performing **their** duties on account of an occupational accident that is recognized by the Workplace Safety Insurance Board as compensable, within the meaning of the Workplace Safety Insurance Act, shall receive the difference between the amount payable by the Workplace Safety Insurance Board and **their** net regular salary without deduction or charges to **their** sick leave bank.

ARTICLE 13 – EMPLOYEE BENEFITS

- 13.01 a) The Corporation shall pay one hundred (100%) percent of the cost of the premiums for the medical/hospital benefits of the Ontario Health Insurance Plan and the Extended Health Care Plan, which includes semi-private coverage. In the event of an occupational injury or illness or if a doctor orders semi-private hospitalization the Employer shall pay one hundred (100%) percent of the cost of the difference between standard ward care and semi-private hospital care, unless otherwise covered by another plan. Extended Health Care Plan includes a drug prescription plan, which provides for payment of those drugs, which legally require a prescription in writing by a qualified medical practitioner or life sustaining drugs. The City's Carrier or the City will pay up to the first **fourteen (\$14.00)** dollars for any dispensing fee for an approved prescription.
- b) The Corporation shall pay one hundred (100%) percent of the cost of premiums for OHIP and for the Extended Health Plan, to include the drug prescription plan mentioned in Clause 13.01 a) and optical plan for retiring members who have achieved their eighty-five (85) factor i.e. years of service and their age or an unreduced OMERS pension, or their eighty (80) factor i.e. thirty (30) years of service and age fifty (50). This benefit shall be payable by the City until the member reaches sixty-five (65) years of age provided that similar coverage is not available to the said employee either through alternate employment or through the employee's spouse. **Effective January 1, 2024 dental benefit**

coverage will be included up to the age of sixty-five (65), as per the criteria outlined above.

- c) For those employees who meet the retirement criteria in 13.01 (b) – the Corporation will provide Life Insurance Coverage in the amount of Ten Thousand (\$10,000) Dollars to age sixty-five (65), payable to the beneficiary.
 - d) The Corporation shall pay one hundred (100%) percent of the cost of premiums for OHIP for employees that take early retirement after thirty (30) years of service up to age 65, provided that similar coverage is not available to the employee, either through alternate employment or spouse.
 - e) The Corporation shall pay one hundred (100%) percent of the cost of all benefits outlined in Clauses 13.01 a), 13.02, 13.03, 13.04 a), 13.04 b) and 13.05 for the first two years a member is in receipt of LTD benefits.
 - f) The Corporation shall provide Extended Health Coverage for the spouse and eligible children of a deceased employee/retiree. Such coverage shall remain in effect until the spouse remarries or until the spouse attains age sixty-five (65). Such coverage, as it applies to a dependent child, shall remain in effect until the spouse remarries or until the dependent child attains age twenty-one (21).
 - g) The Corporation shall provide retired members and their spouses a combined Health Care Spending Account of two thousand (\$2,000.00) dollars per calendar year when such member reaches age sixty-five (65) to and including the age of seventy (70). The Account will cover all benefits outlined in Article 13.01. The Account survives the member for a period of two (2) years from date of death or until the spouse's 70th birthday, whichever occurs first. The Corporation shall contribute one hundred percent of the annual premiums of the plan. This additional benefit applies to those members who retire on or after January 1st, 2019 only.
- 13.02 The Corporation shall pay one hundred (100%) percent of the cost of premiums for the group life insurance plan which shall provide coverage to each member in the amount of twice their annual salary plus an additional payment in the amount of one hundred thousand (\$100,000.00) dollars in the event of an occupational death as determined by WSIB. This does not affect payment of AD&D, which is provided for in the following sentence: The Employer shall arrange for the foregoing insurance coverage to include an Accidental Death and Dismemberment rider in the amount of twice the member's annual salary.
- (a) For employees in receipt of long-term disability (LTD) benefits, life insurance coverage shall be one hundred and forty thousand (\$140,000) dollars effective on the date the employee qualified for LTD benefits.

- 13.03 The Corporation shall pay one hundred percent (100%) of the cost of premiums for the Long Term Disability Insurance Plan, and participation by the employee shall be a condition of employment. The waiting period shall be twenty-six (26) weeks and the benefit shall be sixty-six and two-thirds percent (66 2/3%) of the employee's salary to a maximum of sixty-six and two-third percent (66 2/3%) of the Captain's base rate of pay per month up to age 65 or when the Employee has reached an unreduced pension as defined by OMERS.
- 13.04 a) The Corporation shall pay one hundred (100%) percent of the cost of the premium of Basic Dental Plan, with Riders I and II, or some other plan offering equal or better coverage for the same or lesser cost, as the case may be, and participation by the employee shall be a condition of employment except where the employee can show **they are** currently protected by equivalent coverage. Recall examinations for adults will be twelve (12) months and for children under twelve (12) years of age will be six (6) months.
- b) The Employer will provide orthodontic coverage (50/50 co-share) up to a maximum of **Three Thousand (\$3,000)** dollars per employee or eligible dependent on a lifetime basis. Effective **January 1, 2024** the amount will increase to **Thirty Five Hundred (\$3,500)** dollars.
- 13.05 The Employer shall pay for an Optical Plan whereby an employee and/or **their** dependents may obtain eye glasses etc., up to a cost not to exceed **Six Hundred (\$600)** dollars in a two year period inclusive of eye examinations and corrective eye surgery effective on date of ratification of this Memorandum of Agreement. **Effective January 1, 2026 the amount will increase to Eight Hundred (\$800) dollars.**
- 13.06 The Employer shall pay for paramedical coverage whereby an employee and/or their dependents may obtain Paramedical coverage of **Seven Hundred and Fifty (\$750)** dollars per benefit per calendar year. **Effective January 1, 2026 the amount will increase to Nine Hundred (\$900) dollars.**
- 13.07 The Employer shall pay for chiropractic coverage for an employee and their dependents up to a cost not to exceed **Seven Hundred and Fifty (\$750)** dollars in a calendar year. Such services must be rendered by a **Registered Practitioner**. The deductible will no longer be applied to the coverage. **Effective January 1, 2026 the amount will increase to Nine Hundred (\$900) dollars.**
- 13.08 The Employer shall pay for hearing aid coverage for an employee and their dependents up to a cost not to exceed **Three Hundred (\$300)** dollars in a **three (3) year period**. Such coverage will cover audiology tests (hearing tests) provided by a licensed audiologist.

- 13.09 The Employer shall pay for paramedical coverage for an employee and their dependents, to cover services rendered by a psychologist, psychotherapist or social worker up to a cost not to exceed One Thousand Three Hundred (\$1,300) in a calendar year. Such services must be rendered by a Registered Practitioner.**
- 13.10 The Employer shall pay for massage therapy coverage for an employee and their dependents up to a cost not to exceed Seven Hundred and Fifty (\$750) dollars in a calendar year. Such services must be rendered by a Registered Massage Therapist. A referral from a physician is not required. Effective January 1, 2026 the amount will increase to Nine Hundred (\$900) dollars.**

ARTICLE 14 – PENSIONS

- 14.01 Pension benefits shall be in accordance with the Ontario Municipal Employees Retirement System Act and Regulations as amended from time to time.**

ARTICLE 15 – UNIFORMS AND EQUIPMENT

- 15.01 All Fire Department personnel shall be supplied with necessary uniforms and approved equipment at the expense of the Corporation.**

Employees will be credited with six hundred and seventy-five (675) points at the beginning of each calendar year to purchase needed station wear or uniform wear and items.

A request form showing the point value assigned to each article will be updated every year by February 1st. One (1) point is the equivalent of One (\$1.00) Dollar. Employees will be required to return the completed request form by March 1st of that year. The order will be placed no later than March 31st of each year.

Newly hired employees will be sized and the following equipment will be ordered immediately upon the start date or before which will include: six (6) pieces of Nomex IIIA fatigues along with a 3-1 jacket. A pair of approved black safety footwear, a complete dress uniform, one (1) tunic, two (2) pants, one (1) tie, one (1) hat with assigned badge number, two (2) shirts, one (1) parka, one (1) trench coat, one (1) pair white gloves.

The Corporation agrees to supply one (1) rain coat to a member of the Training and Fire Prevention Division upon entering the division.

Employees who retire during the course of a calendar year will get their points pro-

rated based on the amount of months worked during the calendar year prior to retirement (fifty-six point twenty-five (56.25) per month worked).

The only clothing articles that will be acceptable while representing the Timmins Fire Department while on duty or at special occasion functions will be those articles on this list. All fire fighters must maintain an adequate stock of work uniforms along with a dress uniform. Any employee who does not have the required uniform available will be subject to disciplinary action as per the disciplinary policy. However, considering the nature of this policy, the parties agree to move immediately to step two. This is without prejudice or precedent setting and does not apply to other disciplinary matters.

All fire fighters are expected to be wearing NOMEX IIIA clothing with the department logos clearly visible when they are on duty during the hours of 07:00 to 21:00. Issued department seaters/jackets may also be worn above the NOMEX IIIA during these hours. There may be some exceptions to this, such as if personnel are having a work out and are wearing gym equipment. All fire fighters must wear approved CSA black safety footwear while on duty.

- 15.02 The employer shall provide Employees in the Suppression Division with structural firefighting protective garments that meet or exceed the requirements of **the National Fire Protection Association (NFPA) 1971 Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting**, as amended. It is agreed that the employer shall maintain two (2) sets of protective clothing for interior structural firefighting ensembles (bunker gear) **that meets or exceeds the requirements of NFPA 1851 Standard on Selection, Care, and Maintenance of Protection Ensembles for Structural Fire Fighting and Proximity Fire Fighting as amended.**

ARTICLE 16 – COURT DUTY

- 16.01 When an employee is requested to appear as a witness to an incident pertaining to **their** work, or in any capacity due to **their** job, **they** shall be paid overtime if **they** attend said court on **their** regular days off or time off.

Any remuneration received by an employee as a result of attendance at any court while on duty shall be turned over to the Municipality.

ARTICLE 17 – TERM OF AGREEMENT

- 17.01 This agreement shall remain in full force and effect during the period **January 1, 2023 to December 31, 2026** and from year to year thereafter, unless either party gives notice, in writing, with particulars of amendments or changes requested, not more than sixty (60) days and not less than thirty (30) days prior to the expiration of the Agreement of their desire to alter or terminate the same.

In respect of those changes, alternations or amendments of which notice has been given by either party hereto, as aforesaid, the parties shall promptly proceed to bargain and negotiate in good faith, with a view to reaching agreement on the said changes, alterations, and amendments to be incorporated into the agreement between the parties for the calendar year immediately following the expiry date hereof.

- 17.02 All privileges prevailing at the present time are to remain in effect for the duration of this agreement, subject to changes under the provisions of this agreement.

ARTICLE 18 – FIRE DEPARTMENT REGULATIONS

- 18.01 It is understood and agreed between the parties hereto that the terms of this agreement shall not in any way affect the validity of the dually and enacted Establishing and Regulating By-law **for the Timmins Fire Department** and amendments thereto, and such amendments are so made so as not to conflict with the terms of this agreement (Appendix “1”). **Changes will be provided in writing to the Association.**

- 18.02 As provided for in the Fire Protection and Prevention Act 1997 as amended, the hours of off-duty full-time Firefighters shall be free from Fire Department duties or calls, but all off-duty Firefighters shall be subject to recall to duty in the event of any fire, flood or other disaster occurring requiring their services.

- 18.03 **Allowed a Representative**

All employees of the Timmins Fire Department shall be allowed an Officer of the Association Executive Committee in attendance for all disciplinary actions.

- 18.04 **Employee Records**

Records of discipline will be managed in accordance with the corporation's Correction Action Policy. An employee may request to have letters of discipline withdrawn from their personnel file.

- 18.05 **Emergency First Responder Training**

All employees shall maintain this certificate at the City's expense while on shift throughout their years of employment, except in the event of illness or vacation or a scheduled statutory holiday.

18.06 **DZ Licencing**

All employees with a Class "DZ" driver's licence are required to update their air brake endorsement which is a requirement for driving fire department apparatus. Except in the event of illness or vacation or a scheduled statutory holiday, if an employee does not obtain this air brake endorsement, then such endorsement shall be obtained on the employee's own time and the cost of the endorsement will be at the Employer's expense. If the Class "D" licence is changed to another class by the Ministry of Transportation of Ontario, then this requirement would also apply to the new class of licence. The Employer shall supply the necessary books for study purposes for the employee to obtain their Class "DZ" licence.

The Employer shall pay for the cost associated with the renewal of the Class "DZ" licence.

18.07 **Marine Licence**

The Employer shall pay for the cost and supply necessary books for the fire fighters to obtain a proper marine rescue licence and the licence required will meet the City of Timmins level of response requirements.

18.08 **Training**

The Employer may schedule employees for training while off duty, for up to a maximum of five (5) eight (8) hour days per year **for fire specific training**, remunerated at straight time and compensated as educational time off in lieu of payment. Additional off duty training will be on a voluntary basis. All off duty training over and above **forty (40)** hours will be remunerated at time and one-half (1 ½). Earned and banked educational time under this clause may be taken in no less than one (1) hour increments. **One (1) Education Day shall be equal to a twelve (12) hour day shift or a twelve (12) hour night shift for the Suppression Division. Education Days may be used for day shift or the night shift or a full shift. Employees off for a full shift shall use two (2) Education Days.** All such request will be submitted at least eight (8) hours in advance of the requested time off and are subject to the approval of the supervising officer.

SUPPRESSION DIVISION:

Employees may be scheduled out of the 24-hour shift rotation for the purpose of receiving, developing, or providing training. The following will apply:

The scheduling out may occur up to two (2) times per year up to a combined maximum of ten (10) days. This maximum excludes training at a Training Facility.

An employee who has a personal scheduling conflict with the dates assigned for such training may request to attend on alternate dates. Such a request will not be unreasonably denied.

An Employee scheduled out of the twenty-four (24)-hour shift to facilitate the above, and who is scheduled to work immediately preceding a twenty-four (24)-hour shift and who will be attending a course during their scheduled out period, shall be granted leave of absence at 8:00 p.m. without loss of pay, seniority or benefits for that shift.

Subject to the overtime provisions of the collective agreement, some reasonable variance of scheduled work hours may be approved by the Employer in order for training to be completed, provided that the Employee's twenty-four (24)-hour shift is maintained.

18.09 Gym Equipment

The Employer agrees to provide **Two Thousand (\$2,000)** Dollars per year for the purchase of gym equipment provided receipts are submitted. The Employer further agrees that the allocation **shall** be carried over from year to year in order to purchase large cost equipment **and for maintenance of gym equipment.**

18.10 Labour Management Committee

Labour Management Committee meetings will be held as required and no less than two (2) times per year. The Committee will deal with the discussion/resolution of labour/management issues. Meeting dates, times and locations will be established in a timely manner and agendas will be exchanged no less than one (1) week in advance.

ARTICLE 19 – CORRESPONDENCE

19.01 All correspondence between the parties, arising out of this agreement, or pertaining thereto, shall pass to and from the Fire Chief or **their** designate, 133 Cedar Street South, Timmins, P4N 2G9, and the Secretary of the Association or **their** designate, P.O. Box #771, Timmins, Ontario, P4N 7G2.

ARTICLE 20 – TECHNOLOGICAL CHANGE

20.01 Prior to any technological change being implemented, wherein such change could result in the displacement of personnel, the Corporation shall confer with the Association with a view to minimizing the personnel effects of such change. Said consultation shall contain all pertinent information and shall include, where possible, required retraining data, if any, for the personnel involved. It is clearly understood by both parties that prior to the implementation of any technological change there shall be full disclosure of all information, i.e. what, when and where to the Timmins Professional Fire Fighters Association.

20.02 LAY-OFF

Should a lay-off of employees be required, it is recognized that seniority shall govern as follows:

In the case of employees below an Officer's rank, the last employee to be hired shall be the first employee to be laid off. In the case of Officer's rank, the last employee to be promoted to an Officer rank shall be the first to be demoted to non-officer ranks. In the event of recall the employees shall be recalled to their respective positions in the inverse order of their demotion from those ranks when organizational needs dictate.

ARTICLE 21 – INDEMNIFICATION

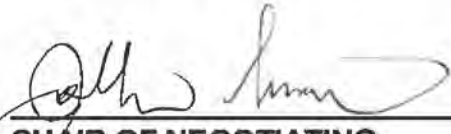
21.01 The Corporation agrees to indemnify full-time Fire Fighters and same them harmless from all civil suits for damages, costs and expenses they may incur as a result of anything they did or failed to do in the performance of their duties excluding always, where such claim has arisen out of the dishonest, fraudulent or malicious acts of the Fire Fighter or **their** wilful, reckless violation of any law.

For civil liability, legal counsel will be provided by the Employer or its insurance carrier.

Where a Fire Fighter is charged with any offence, including a provincial offence, arising out of **their** duties, **they** shall be reimbursed by the City for any legal expenses incurred as a result of such charges as are assessed pursuant to The Solicitors Act or as may be agreed upon by the Employer, however, in the event that a Fire Fighter is found guilty of any such offence, no legal fees will be paid by the City.

DATED AT TIMMINS, ONTARIO THIS 1 DAY OF MARCH, 2023.

**TIMMINS PROFESSIONAL FIRE
FIGHTERS ASSOCIATION**



**CHAIR OF NEGOTIATING
COMMITTEE**



COMMITTEE MEMBER



COMMITTEE MEMBER

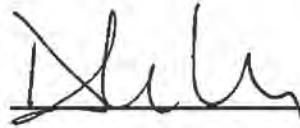


COMMITTEE MEMBER

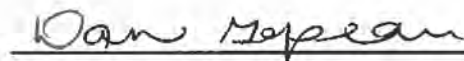


COMMITTEE MEMBER

**THE CORPORATION OF THE CITY
OF TIMMINS**











THE CITY OF TIMMINS

BY-LAW No. 2021-8521

Being a by-law to repeal by-law 2019-8389 and amendments thereto to establish and regulate the fire department in the City of Timmins

WHEREAS the Fire Protection and Prevention Act, 1997 S.O. 1997 C-4 as amended permits the Council of a Municipality to enact a by-law to establish and regulate a fire department:

AND WHEREAS the Council of the Corporation of the City of Timmins considers it desirable to establish and regulate a Fire Department in the City of Timmins:

NOW THEREFORE the Council of the Corporation of the City of Timmins enacts the following as a By-law:

1. That By-law No. 2019-8389 and amendments thereto be and are hereby repealed.
2. In this By-law, unless the context otherwise requires:
 - a) **approved** means approved by Council
 - b) **chief administrative officer** means the person appointed by Council to act as Chief Administrative Officer for the corporation (CAO)
 - c) **corporation** means the Corporation of the City of Timmins
 - d) **council** means the Council of the Corporation of the City of Timmins
 - e) **deputy chief** means the person appointed by Council to act on behalf of the fire chief of the fire department in the case of an absence or a vacancy in the office of the fire chief
 - f) **fire chief** means the person appointed by Council to act as fire chief for the corporation and is ultimately responsible to Council as defined in the Fire Protection and Prevention Act
 - g) **fire department** means the Timmins Fire Department
 - h) **fire protection services** includes fire suppression, fire prevention, fire safety education, fire investigation, training of persons involved in the duty of fire protection services, emergency rescue services including ice / water rescue, vehicle extrication, medical emergency and the delivery of all those services
 - i) **member** means any person employed in, or appointed to the fire department and assigned to undertake fire protection services, and includes officers, full time, part time and volunteer firefighters

- j) **policies and procedures** means City of Timmins Policies and Procedures the Fire Chief is ultimately responsible to ensure that the policies, regulations and guidelines are followed
 - k) **senior officer** means an officer of higher rank or seniority, or in the case of volunteers, any career officer or firefighter qualified to perform stay back duties would be considered senior to a volunteer captain or District Chief
 - l) **volunteer firefighter financial accountabilities policy** defines the business of the volunteer fire stations, financial policies, wages remuneration reviewed annually. Fire Chief reports on all financial matters to the City of Timmins treasurer who is accountable to council.
 - m) **volunteer firefighter** means a firefighter who provides fire protection services either voluntarily or for a nominal wage, honorarium, training or activity allowance
3. The requirements of this by-law shall be subject to the provisions of the Fire Protection and Prevention Act and all other applicable Acts and to all provisions of the Collective Agreement between the City of Timmins and The Timmins Professional Firefighters Association, as altered or amended by the parties from time to time.
 4. A fire department for the Corporation of the City of Timmins to be known as the Timmins Fire Department is hereby established and the head of the fire department shall be known as the fire chief.
 5. In addition to the fire chief, Council shall appoint a deputy chief and such number of other members as may be deemed necessary by Council.
 6. The fire chief may recommend to the CAO the appointment of any qualified person as a member of the fire department, subject to the approved hiring policies of the Corporation as set out in Schedule "B" attached to and forming part of this by-law. The fire chief may recommend to the CAO the appointment of any qualified person as a volunteer member of the fire department, subject to the approved hiring policies of the Corporation as set out in Schedule "C" attached to and forming part of this by-law.
 7. Persons appointed as members of the fire department to provide fire protection services shall be on probation for a period of 12 months, during which period they shall take such special training and examinations as may be required by the chief.
 8. If a probationary member appointed to fire protection services fails any such examination, the fire chief may recommend to the CAO that they be dismissed.
 9. Working conditions and remuneration for all firefighters defined in Part IX of the Fire Protection and Prevention Act shall be determined by Council in accordance with the provisions of Part IX of the Fire Protection and Prevention Act.
 10. If a medical examiner finds a member is physically unfit to perform assigned duties and such condition is attributed to and as a result of employment in the fire department, Council may assign the member to another position in the fire department or may retire them. Council may provide retirement allowances to members, subject to the Municipal Act.

11. Every firefighter as defined in Part IX of the Fire Protection and Prevention Act shall be required to submit to a medical examination by a physician as selected by the fire chief at least once a year on the anniversary date of their employment and at such other times as may be required by the City of Timmins Health & Safety Department.
12. The fire chief is ultimately responsible to Council through the Chief Administrative Officer for the City of Timmins for proper administration and operation of the fire department including the delivery of fire protection services.
13. The fire chief shall implement policies and shall develop such standard operating procedures and guidelines, general orders and departmental rules as necessary to implement these policies and to ensure the appropriate care and protection of all fire department personnel and fire department equipment.
14. The fire chief shall review periodically all policies, orders, rules and operating procedures of the fire department and may establish an advisory committee consisting of such members of the fire department as the fire chief may determine from time to time to assist in these duties.
15. The fire chief shall submit to the Chief Administrative Officer and Council for approval, the annual budget estimates for the fire department; an annual report and any other specific reports requested by the Chief Administrative Officer or Council. Will report on all financial matters to the Treasurer.
16. Each division of the fire department is the responsibility of the fire chief and is under the direction of the fire chief or a member designated by the fire chief. Designated members shall report to the fire chief on divisions and activities under their supervision and shall carry out all orders of the fire chief.
17. The fire chief shall be responsible for the enforcement of this by-law, the policies, the general orders and departmental rules.
18. Where the fire chief designates a member to act in the place of an officer in the fire department, such member, when so acting, has all of the powers and shall perform all duties of the officer replaced.
19. The fire chief may reprimand, suspend or recommend dismissal of any member for an infraction of any provision of this by-law, policies, general orders and departmental rules that, in the opinion of the fire chief, would be detrimental to discipline or the efficiency of the fire department.
20. Following the suspension of a member, the fire chief shall immediately report, in writing, the suspension and recommendation to the Chief Administrative Officer.
21. The procedures for termination of employment prescribed in Part IX of the Fire Protection and Prevention Act shall apply to all firefighters defined in Part IX of the Fire Protection and Prevention Act.
22. A volunteer firefighter shall not be dismissed without the opportunity for a review of termination, if they make a written request for such a review within seven days after

receiving notification of the proposed dismissal. Two people appointed by the Chief Administrative Officer, who are not employed in the fire department, shall conduct the review.

23. The fire chief shall take all proper measures for the prevention, control and extinguishment of fires and the protection of life and property and shall exercise all powers mandated by the Fire Protection and Prevention Act, and the fire chief shall be empowered to authorize:
- a) pulling down or demolishing any building or structure to prevent the spread of fire
 - b) all necessary actions which may include boarding up or barricading of buildings or property to guard against fire or other danger, risk or accident, when unable to contact the property owner
 - c) recovery of expenses incurred by such necessary actions for the corporation in the manner provided through the Municipal Act and the Fire Protection and Prevention Act.
 - d) If as a result of a Fire Department response to a fire or emergency incident, the Fire Chief or designate determines that it is necessary to incur additional expenses, retain a private contractor, rent special equipment not normally carried on a fire apparatus or use more materials than are carried on a fire apparatus (the "Additional Service") in order to suppress or extinguish a fire, preserve property, prevent a fire from spreading, control and eliminate and emergency, carry out or prevent damage to equipment owned by or contracted to the Corporation, assist in or otherwise conduct fire cause investigation or determination or otherwise carry out the duties and functions of the Fire Department and/or to generally make "safe" an incident or property, the owner of the property requiring or causing the need for the Additional Service or expense shall be charged the full costs to provide the Additional Service including all applicable taxes. Property shall mean personal and real property.
24. The fire department shall not respond to a call with respect to a fire or emergency outside the limits of the City of Timmins except with respect to a fire or emergency:
- a) that, in the opinion of the fire chief of the fire department, threatens property in the City of Timmins or property situated outside the City of Timmins that is owned or occupied by the City of Timmins
 - b) in a municipality with which an approved agreement has been entered into to provide fire protection services which may include automatic aid
 - c) on property with which an approved agreement has been entered into with any person, corporation or provincial agency/ministry to provide fire protection services
 - d) at the discretion of the fire chief, to a municipality authorized to participate in any district or regional mutual aid plan established by a fire coordinator appointed by the fire marshal or any other similar reciprocal plan or program,

- e) on property beyond the municipal boundary where the fire chief or designate determines immediate action is necessary to preserve life or property and the appropriate department is notified to respond and assume command or establish alternative measures, acceptable to the fire chief or designate
25. The rules and regulations governing the operation of the fire department are attached hereto as Schedule "A" and forming part of this by-law, and shall be complied with by all members of the fire department.
26. The City of Timmins Fire Department shall provide such approved services as specified and listed in Appendix "D".

READ a first and second time this 9th day of February, 2021.

READ a third and final time and enacted and passed this 9th day of February, 2021.



MAYOR (George Pirie)

CLERK (Steph Palmateer)

THE CITY OF TIMMINS

BY-LAW No. 2021-8521

Being a by-law to repeal by-law 2019-8389 and amendments thereto to establish and regulate the fire department in the City of Timmins

WHEREAS the Fire Protection and Prevention Act, 1997 S.O. 1997 C-4 as amended permits the Council of a Municipality to enact a by-law to establish and regulate a fire department:

AND WHEREAS the Council of the Corporation of the City of Timmins considers it desirable to establish and regulate a Fire Department in the City of Timmins:

NOW THEREFORE the Council of the Corporation of the City of Timmins enacts the following as a By-law:

1. That By-law No. 2019-8521 and amendments thereto be and are hereby repealed.
2. In this By-law, unless the context otherwise requires:
 - a) **approved** means approved by Council
 - b) **chief administrative officer** means the person appointed by Council to act as Chief Administrative Officer for the corporation (CAO)
 - c) **corporation** means the Corporation of the City of Timmins
 - d) **council** means the Council of the Corporation of the City of Timmins
 - e) **deputy chief** means the person appointed by Council to act on behalf of the fire chief of the fire department in the case of an absence or a vacancy in the office of the fire chief
 - f) **fire chief** means the person appointed by Council to act as fire chief for the corporation and is ultimately responsible to Council as defined in the Fire Protection and Prevention Act
 - g) **fire department** means the Timmins Fire Department
 - h) **fire protection services** includes fire suppression, fire prevention, fire safety education, fire investigation, training of persons involved in the duty of fire protection services, emergency rescue services including ice / water rescue, vehicle extrication, medical emergency and the delivery of all those services
 - i) **member** means any person employed in, or appointed to the fire department and assigned to undertake fire protection services, and includes officers, full time, part time and volunteer firefighters

- j) **policies and procedures** means City of Timmins Policies and Procedures the Fire Chief is ultimately responsible to ensure that the policies, regulations and guidelines are followed
 - k) **senior officer** means an officer of higher rank or seniority, or in the case of volunteers, any career officer or firefighter qualified to perform stay back duties would be considered senior to a volunteer captain or District Chief
 - l) **volunteer firefighter financial accountabilities policy** defines the business of the volunteer fire stations, financial policies, wages remuneration reviewed annually. Fire Chief reports on all financial matters to the City of Timmins treasurer who is accountable to council.
 - m) **volunteer firefighter** means a firefighter who provides fire protection services either voluntarily or for a nominal wage, honorarium, training or activity allowance
3. The requirements of this by-law shall be subject to the provisions of the Fire Protection and Prevention Act and all other applicable Acts and to all provisions of the Collective Agreement between the City of Timmins and The Timmins Professional Firefighters Association, as altered or amended by the parties from time to time.
 4. A fire department for the Corporation of the City of Timmins to be known as the Timmins Fire Department is hereby established and the head of the fire department shall be known as the fire chief.
 5. In addition to the fire chief, Council shall appoint a deputy chief and such number of other members as may be deemed necessary by Council.
 6. The fire chief may recommend to the CAO the appointment of any qualified person as a member of the fire department, subject to the approved hiring policies of the Corporation as set out in Schedule "B" attached to and forming part of this by-law. The fire chief may recommend to the CAO the appointment of any qualified person as a volunteer member of the fire department, subject to the approved hiring policies of the Corporation as set out in Schedule "C" attached to and forming part of this by-law.
 7. Persons appointed as members of the fire department to provide fire protection services shall be on probation for a period of 12 months, during which period they shall take such special training and examinations as may be required by the chief.
 8. If a probationary member appointed to fire protection services fails any such examination, the fire chief may recommend to the CAO that they be dismissed.
 9. Working conditions and remuneration for all firefighters defined in Part IX of the Fire Protection and Prevention Act shall be determined by Council in accordance with the provisions of Part IX of the Fire Protection and Prevention Act.
 10. If a medical examiner finds a member is physically unfit to perform assigned duties and such condition is attributed to and as a result of employment in the fire department, Council may assign the member to another position in the fire department or may retire them. Council may provide retirement allowances to members, subject to the Municipal Act.

11. Every firefighter as defined in Part IX of the Fire Protection and Prevention Act shall be required to submit to a medical examination by a physician as selected by the fire chief at least once a year on the anniversary date of their employment and at such other times as may be required by the City of Timmins Health & Safety Department.
12. The fire chief is ultimately responsible to Council through the Chief Administrative Officer for the City of Timmins for proper administration and operation of the fire department including the delivery of fire protection services.
13. The fire chief shall implement policies and shall develop such standard operating procedures and guidelines, general orders and departmental rules as necessary to implement these policies and to ensure the appropriate care and protection of all fire department personnel and fire department equipment.
14. The fire chief shall review periodically all policies, orders, rules and operating procedures of the fire department and may establish an advisory committee consisting of such members of the fire department as the fire chief may determine from time to time to assist in these duties.
15. The fire chief shall submit to the Chief Administrative Officer and Council for approval, the annual budget estimates for the fire department; an annual report and any other specific reports requested by the Chief Administrative Officer or Council. Will report on all financial matters to the Treasurer.
16. Each division of the fire department is the responsibility of the fire chief and is under the direction of the fire chief or a member designated by the fire chief. Designated members shall report to the fire chief on divisions and activities under their supervision and shall carry out all orders of the fire chief.
17. The fire chief shall be responsible for the enforcement of this by-law, the policies, the general orders and departmental rules.
18. Where the fire chief designates a member to act in the place of an officer in the fire department, such member, when so acting, has all of the powers and shall perform all duties of the officer replaced.
19. The fire chief may reprimand, suspend or recommend dismissal of any member for an infraction of any provision of this by-law, policies, general orders and departmental rules that, in the opinion of the fire chief, would be detrimental to discipline or the efficiency of the fire department.
20. Following the suspension of a member, the fire chief shall immediately report, in writing, the suspension and recommendation to the Chief Administrative Officer.
21. The procedures for termination of employment prescribed in Part IX of the Fire Protection and Prevention Act shall apply to all firefighters defined in Part IX of the Fire Protection and Prevention Act.
22. A volunteer firefighter shall not be dismissed without the opportunity for a review of termination, if they make a written request for such a review within seven days after

receiving notification of the proposed dismissal. Two people appointed by the Chief Administrative Officer, who are not employed in the fire department, shall conduct the review.

23. The fire chief shall take all proper measures for the prevention, control and extinguishment of fires and the protection of life and property and shall exercise all powers mandated by the Fire Protection and Prevention Act, and the fire chief shall be empowered to authorize:
- a) pulling down or demolishing any building or structure to prevent the spread of fire
 - b) all necessary actions which may include boarding up or barricading of buildings or property to guard against fire or other danger, risk or accident, when unable to contact the property owner
 - c) recovery of expenses incurred by such necessary actions for the corporation in the manner provided through the Municipal Act and the Fire Protection and Prevention Act.
 - d) If as a result of a Fire Department response to a fire or emergency incident, the Fire Chief or designate determines that it is necessary to incur additional expenses, retain a private contractor, rent special equipment not normally carried on a fire apparatus or use more materials than are carried on a fire apparatus (the "Additional Service") in order to suppress or extinguish a fire, preserve property, prevent a fire from spreading, control and eliminate and emergency, carry out or prevent damage to equipment owned by or contracted to the Corporation, assist in or otherwise conduct fire cause investigation or determination or otherwise carry out the duties and functions of the Fire Department and/or to generally make "safe" an incident or property, the owner of the property requiring or causing the need for the Additional Service or expense shall be charged the full costs to provide the Additional Service including all applicable taxes. Property shall mean personal and real property.
24. The fire department shall not respond to a call with respect to a fire or emergency outside the limits of the City of Timmins except with respect to a fire or emergency:
- a) that, in the opinion of the fire chief of the fire department, threatens property in the City of Timmins or property situated outside the City of Timmins that is owned or occupied by the City of Timmins
 - b) in a municipality with which an approved agreement has been entered into to provide fire protection services which may include automatic aid
 - c) on property with which an approved agreement has been entered into with any person, corporation or provincial agency/ministry to provide fire protection services
 - d) at the discretion of the fire chief, to a municipality authorized to participate in any district or regional mutual aid plan established by a fire coordinator appointed by the fire marshal or any other similar reciprocal plan or program,

- e) on property beyond the municipal boundary where the fire chief or designate determines immediate action is necessary to preserve life or property and the appropriate department is notified to respond and assume command or establish alternative measures, acceptable to the fire chief or designate
25. The rules and regulations governing the operation of the fire department are attached hereto as Schedule "A" and forming part of this by-law, and shall be complied with by all members of the fire department.
26. The City of Timmins Fire Department shall provide such approved services as specified and listed in Appendix "D".

READ a first and second time this 9th day of February, 2021.

READ a third and final time and enacted and passed this 9th day of February, 2021.

**CERTIFIED TRUE COPY
OF BY-LAW NO. 2021-8521**


CLERK

(SGD) GEORGE PIRIE
MAYOR

(SGD) STEPH PALMATEER
CLERK

SCHEDULE "A"

ORGANIZATION AND DUTIES

CITY OF TIMMINS BY-LAW NO. 2021-8521

1. ORGANIZATION

- 1.1. The fire department shall be commanded by the fire chief and shall be organized into divisions, platoons, companies and volunteer fire stations.
- 1.2. The fire department shall be divided into the following divisions:
 - a) Administration
 - b) Fire Prevention
 - c) Fire Suppression
 - d) Training
 - e) Volunteer Fire Stations
- 1.3. At the fire department a platoon shall be composed of all sections on one shift under the command of a captain.
- 1.4. At the fire department a company shall be composed of firefighters assigned to one apparatus, and under the command of an officer.
- 1.5. A volunteer station shall be commanded by the volunteer district chief who shall be a volunteer firefighter appointed by Council upon the recommendation of the fire chief.
- 1.6. The fire department shall consist of the following stations:
 - a) Timmins Fire Department Timmins Station
 - b) Timmins Fire Department Timmins Station (volunteer)
 - c) Timmins Fire Department Mountjoy Station (volunteer)
 - d) Timmins Fire Department Schumacher Station (volunteer)
 - e) Timmins Fire Department South Porcupine Station (volunteer)
 - f) Timmins Fire Department Whitney Station (volunteer)
 - g) Timmins Fire Department Connaught Station (volunteer)

2. DUTIES OF THE MEMBERS

Duties of the Fire Chief

- 2.1. The fire chief is ultimately responsible for the administration, planning, organizing and direction of the fire department under the direction of the Chief Administrative Officer. Duties shall include staffing, preparing preliminary budget estimates and all other administrative matters, as well as recommending to the Chief Administrative Officer any measures which may be advisable for the development and improvement of the fire department in order to keep abreast of changing local conditions and technological changes in fire prevention, fire safety education, training of persons and fire protection services. The Fire Chief shall be responsible for the following divisions:
 - a) Administration
 - b) Fire

- c) Prevention
- d) Training

2.1.1. The fire chief shall:

- 1) ensure that orders and any other directives from Council, the Chief Administrative Officer are promptly and strictly obeyed
- 2) give clear and precise instructions to the members of the department in this regard
- 3) take prompt disciplinary action against any member contravening these rules and regulations
- 4) report on all financial matters to the treasurer
- 5) have regular meetings with the District Chiefs & Deputy District Chiefs to ensure they have an opportunity to review pertinent information concerning the policies, procedures and projects of the Timmins Fire Department that relate to the management and operation of volunteer fire stations.

Duties of the Deputy Chief

2.2. The deputy chief, under the direction of the fire chief, shall be responsible for the following divisions:

- a) Fire Suppression
- b) Volunteer Fire Stations

2.2.1 The deputy chief shall:

- 1) report to the fire chief on the activities of the divisions for which the deputy chief is responsible
- 2) carry out the orders of the fire chief and act on behalf of the fire chief in the case of an absence or a vacancy in the office of fire chief
- 3) prepare specifications for the purchase of apparatus and equipment
- 4) maintain and keep in repair all existing buildings, fire protection equipment, rescue and salvage apparatus of the fire department
- 5) modify apparatus and equipment as required
- 6) provide liaison with the public works department in order to ensure an adequate flow of water in new water works projects and the adequate maintenance of existing water works facilities for the use of the fire department
- 7) issue clothing, equipment and cleaning supplies
- 8) prepare an annual report and preliminary budget estimates for the divisions under which they are responsibility,
- 9) provide a liaison with the supervisor of communication dispatch at Timmins Police Service
- 10) conduct, through the fire suppression and fire prevention divisions, investigations in order to determine cause, origin and circumstances of fires and when appropriate recommend that the authority having jurisdiction shall conduct an investigation
- 11) respond and assist at such emergencies as may be required
- 12) ensure participation of all fire suppression personnel in training
- 13) conduct company fire prevention and familiarization inspections of premises
- 14) perform rescue, salvage, and first aid

- 15) have regular meetings with the District Chiefs & Deputy Chief to ensure they have an opportunity to review pertinent information concerning; the policies, procedures and projects of the Timmins Fire Department that relate to the management and operation of volunteer fire stations

Duties of the Chief Training Officer

2.3. The chief training officer shall report to the deputy chief, on the activities of the training division for which the chief training officer is responsible, and shall carry out the orders of the deputy chief.

2.3.1. The chief training officer shall:

- 1) be responsible to the deputy chief for the drawing up, instituting and recording of all matters pertaining to training including the preparation of any précis and training manuals for the members of the fire department
- 2) support and carry out the orders from the deputy chief
- 3) perform training of fulltime, part-time and volunteer firefighters as required
- 4) be classified as the officer in charge at any training session or exercise
- 5) conduct examinations and/or tests, including written, practical, oral or any combination thereof, at intervals established by the training division, in order to determine the effectiveness of the training programs
- 6) prepare and conduct such examinations as may be necessary for the upgrading, qualification or promotion of members of the fire department and keeping a record of the results, this is subject to timelines specified in the Collective Agreement and includes all fire suppression firefighters from probationary officers through to the position of Captain and including Volunteer firefighters
- 7) be a member of the promotional board of the department
- 8) when requested by chief, attend all serious alarms and observe the actions and procedures of the members to see if they are being properly carried out, note any errors and bring them forward at post fire critiques and function as a safety officer, ensuring that members are operating within the standards set by the department
- 9) be a source of reference to institutions and industries in the municipality who have a common interest in the training of staff relating to fire, and assist them to the extent possible, giving priority to departmental responsibilities
- 10) assist the deputy chief with any training school that may be organized under the auspices of the mutual aid association
- 11) keep abreast of new training techniques and communicate with fellow instructors in the service and local learning institutions, as necessary from time to time
- 12) be responsible to annually evaluate personnel in the area of training
- 13) prepare and submit a written monthly report to the deputy chief on the activities of the training division, along with a yearly summary for inclusion in the annual report
- 14) any duties as outlined in the Job Performance Requirements of NFPA 1041 Chapters 4 & 5

Duties of the Training Officer

2.4. Be responsible to the chief training officer for the discharge of their duties and carry out the orders of the chief training officer.

2.4.1. A training officer shall:

- 1) assist the chief training officer in the discharge of the duties of that office
- 2) will conduct pre-service and skills maintenance training of Fire Department staff and assist with training conducted by suppression officers
- 3) reports to the Chief training Officer on results of tests and practical exercises pertaining to recruit and in-service training
- 4) keeps abreast of changing local conditions and technological changes in firefighting operations
- 5) creates a desire for learning and advancement
- 6) assist in conducting testing and maintenance programs for specific equipment and records all information
- 7) may be assigned as Incident Safety Officer during emergency operations
- 8) be classified as the officer in charge at any training session or exercise
- 9) assist in developing and delivering training programs on firefighting and emergency response operations
- 10) assist in developing and delivering training programs for fire, rescue and extrication in varied forms, emergency first responder, and hazardous materials spills or leaks for the whole department
- 11) assist in developing and delivering training programs for firefighters on fire prevention, inspection, and public education
- 12) assist in the testing of new volunteer and career recruits during the hiring process
- 13) perform the duties of the Chief training Officer when required
- 14) conduct off site training for industry, private sector, etc. as required
- 15) perform all other duties or tasks as assigned
- 16) any duties as outlined in the Job Performance Requirements of NFPA 1041 Chapters 4 & 5

Duties of the Chief Fire Prevention Officer

2.5. The chief fire prevention officer is responsible to the fire chief for the efficiency, management and discipline of the fire prevention division, including the fire prevention officers, and shall carry out the orders of the deputy chief.

2.5.1. The chief fire prevention officer shall:

- 1) be responsible to the fire chief for all phases of fire prevention and public education within the City of Timmins
- 2) institute periodic fire prevention inspections of all premises within the jurisdiction of the division, and all other premises on complaint, or where deemed necessary, and endeavor to foster an improved attitude toward fire prevention and safety on the part of all residents
- 3) make such recommendations as may be necessary with regard to any occupancy within the city where a deficiency or deviation from the approved plans exist that in any way could affect the lives or property of the occupants, or a condition exists that in any way could affect the lives or property of the occupants

- 4) immediately bring to the attention of the fire chief, any outstanding fire risks found within the city
- 5) be familiar with and enforce by-laws, Acts, Codes and Legislation pertaining to fire prevention, however, no action, other than the issuance of a preliminary violation order shall be done without the sanction and approval of the fire chief
- 6) when an infraction pertaining to the Ontario Building Code is reported, the officer shall send written notification to the chief building official of the City of Timmins
- 7) establish a liaison with all civic departments that have a common interest or responsibility with regard to fire prevention
- 8) be responsible for maintaining a current record of all inspected buildings, together with a complete record of their ownership, occupancy and services at the time of inspection
- 9) examine building plans and maintain a library of sketches of specified structures, after consulting with the fire chief, approve such plans as required
- 10) provide personnel from the Division of Fire Prevention for fire prevention lectures both within the department other civic departments and the community at large
- 11) receive, process and follow up on reports from fire prevention inspections conducted by the Division of Fire Prevention, or by the Division of Fire Suppression
- 12) from time to time, assist in familiarization tours of large occupancies within the city limits with members of the Fire Suppression Division
- 13) in conjunction with the fire chief, formulate a program of in-service inspections, including but not limited to pre-planning, inspections and home inspections/phone programs, and develop policies, training and maintain records to ensure effective programs
- 14) in the absence of the fire chief conduct all required investigations to determine, if possible, the causes of fires, when requested to do so by the incident commander, and submit findings in writing, together with recommendations to the fire chief
- 15) conduct fire evacuation drills annually in all the schools and assist the school authorities in educating students in fire prevention
- 16) cooperate with the administration of local hospitals, nursing homes and other institutions and assist in staff training at specified times in these occupancies
- 17) prepare and submit a written monthly report to the fire chief on the activities of the fire prevention division, along with a yearly summary for inclusion in the annual report
- 18) any duties as outlined in the Job Performance Requirements of NFPA 1031 Chapters 4 & 5

Duties of a Fire Prevention Officer

2.6. Be responsible to the chief fire prevention officer for the discharge of their duties and carry out the orders of the chief fire prevention officer.

2.6.1. A fire prevention officer shall:

- 1) assist the chief fire prevention officer in the discharge of the duties of that office
- 2) institute periodic fire prevention inspections of all premises within the jurisdiction of the fire department and all other premises on complaint, or where deemed necessary and endeavor to foster an improved attitude toward fire prevention and safety on the part of all residents
- 3) make such recommendations as may be necessary in regard to any occupancy within the city where a deficiency or deviation from the approved plans exists that in any way could affect the lives or property of the occupants, or whether a condition exists that in any way could affect the lives or property of the occupants
- 4) immediately bring to the attention of the chief fire prevention officer, any outstanding fire risks within the city that comes to the attention of the fire prevention officer
- 5) be familiar with and enforce by-laws, Acts, Codes and Legislation pertaining to fire prevention however, no action, other than the issuance of a preliminary violation order shall be done without the sanction and approval of the chief fire prevention officer
- 6) when an infraction pertaining to the Ontario Building Code is reported, the officer shall send written notification to the chief building official of the City of Timmins
- 7) assist in familiarization tours of large occupancies within the city limits with members of the fire suppression division and conduct such lectures as may be necessary to properly acquaint all members with fire prevention techniques
- 8) in the absence of the fire chief and under the supervision of the chief fire prevention officer conduct all required investigations to determine, if possible, the causes of fires, when requested to do so by the Incident Commander, and submit findings in writing, together with any recommendations to the chief fire prevention officer
- 9) conduct fire evacuation drills annually in the schools and cooperate with school authorities in educating students in fire prevention
- 10) cooperate with the administration of local hospitals, nursing homes and other institutions and assist in staff training at specified times in these occupancies
- 11) continually develop knowledge of fire prevention methods, devices, fire alarms and extinguishing systems, public education, building construction and plans and the hazards of occupancies, materials and manufacturing processes
- 12) be courteous in relations with the public at all times, but be firm and fair when dealing with violations that could contribute to a fire or rapid spread of fire, or affect the safety of persons and property
- 13) any duties as outlined in the Job Performance Requirements of NFPA 1031 Chapters 4 & 5

Duties of the Captain

- 2.7. Have command of the shift and is responsible to the deputy chief for the discipline, efficiency and management of the platoon, understand and follow the Occupational Health and Safety Act along with all applicable safety standards. Be held accountable for the upkeep and protection of fire department property. Be responsible for routine

duties, buildings, properties and conditions as assigned and carry out the orders of the deputy chief. In the absence of the deputy chief the captain shall report to the chief.

2.7.1. A captain shall

- 1) organize the members of the platoon, assist and supervise with the maintenance of shift schedules, enforce discipline in the platoon, requisition any supplies and maintain such records as may be required from time to time
- 2) maintain order and discipline at all times, be just, firm and dignified in relations with subordinates, abstaining from violent, abusive or immoderate language in giving orders and directions, see that all laws, regulations, rules, duties and orders are strictly obeyed and promptly carried out; and if in the opinion of the captain an offence under these rules has been committed and prompt action is required, the captain may immediately suspend a member from duty and immediately report by well substantiated charges, in writing, any transgressions to the deputy chief
- 3) be responsible for entries in the daily log and ensure that such entries are an accurate and complete history of the platoon's activities while on shift
- 4) when a member is off sick, mark the member "OFF SICK" in the daily journal each day that the member is off sick
- 5) apportion duties among personnel
- 6) ensure that all members of the platoon respond to alarms, when their assigned apparatus is making a response
- 7) keep an accurate account of the property of the fire department and not surrender any property belonging to the fire department without receiving authorization from the deputy chief
- 8) attend, while on duty, fires and emergencies, as per all Timmins Fire Department Standard Operating Guidelines and Policies, and take command of the firefighters at such occurrences until relieved by a senior officer
- 9) direct the operations at emergencies, as per Timmins Fire Department Standard Operating Guidelines and Policies; to preserve life and property, to contain and extinguish fires with the least possible damage, and to perform such salvage as is required
- 10) ensure that departmental policy with regard to training within the platoon is properly carried out, this shall include conforming to and carrying out training as set out by the training officer; officers or acting officers shall become qualified as trainers - instructors under the auspices of the OFM, additionally, when they attend courses to become trainers on specialized techniques, they will use those skills to train fire department staff
- 11) submit in writing all reports that require the attention of the deputy chief
- 12) ensure that all members of the platoon obey all regulations of the Highway Traffic Act and departmental rules, when on fire department business and responding to alarms
- 13) not allow citizens to ride on apparatus while responding to or from alarms, fires or emergencies unless previously authorized by the deputy chief
- 14) not unnecessarily jeopardize the lives or limbs of the firefighters in the platoon
- 15) when in command and as soon as possible after the arrival at an emergency, make a preliminary report to the Dispatch Operator and Timmins Base, with respect to the extent and details of the situation, this

shall include confirming the address, the establishment of the Incident Management System, initial size up and actions undertaken, along with any request for additional manpower or apparatus

- 16) when at an emergency for a long duration, be in frequent contact with the Dispatch Operator and Timmins Base until the emergency is over
- 17) when in command at an emergency, cause the prompt return to quarters of any apparatus not required
- 18) notify the Dispatch Operator and Timmins Base when the emergency is over; and indicate which equipment is then back in service
- 19) when the emergency is over, turn the premises over to the owner or occupant, unless arson is suspected, or if neither is present, to a police officer or special constable, recording the name and badge number of such officer, if necessary a firefighter may be left at the scene until a police officer arrives to assume responsibility, the firefighter shall be instructed to allow no one to enter unless they are a member of the fire department, the Fire Marshall's Office or the Police Department, the owners or occupants of the premises under investigation shall not be allowed to enter unless sanctioned by the deputy chief
- 20) ensure that the appropriate fire record forms are properly filled out for all occupancies sustaining loss from a fire, that has been attended by the platoon, when the cause of the fire cannot be determined, it shall be listed as "undetermined" until further investigation reveals otherwise
- 21) when a fire is believed to be suspicious in origin, members of the platoon shall be ordered to refrain from disturbing any materials at the scene in order to preserve evidence and refrain from discussing the fire or emergency and attendant circumstances, with anyone not connected with the department or the Fire Marshall's Office or the Police Department, and personally refrain from offering opinions as to the cause of the fire
- 22) whenever a loss of life occurs as a result of a fire, immediately report to the Dispatch Operator requesting that the fire chief and/or deputy chief and a police officer report to the scene, no indication is to be given over the radio that there has been a loss of life, simply request that the fire chief and/or deputy chief and a police officer report to the scene, in the absence of either the fire chief and/or deputy chief, the captain would request that the acting chief officer that has been placed in charge during either chiefs absence be contacted
- 23) when a platoon is at a fire at the shift changing hour, the captain on the relieving platoon shall ensure that all the personnel are at work as expected, then notify the on scene Incident Commander and Dispatch Operator then standby for further instructions
- 24) ensure that fuel tanks on the trucks are kept at least three quarters full
- 25) ensure that hose is properly cared for and that it is dry when on the apparatus, hose shall be reloaded on each apparatus every three months
- 26) notify Central Dispatch when any fire hydrant has been used by the fire department during the period specified by the Director of Engineering, the Dispatch operator shall notify Timmins Public Works
- 27) report to the deputy chief when any department property is missing, broken or out of order, or belonging to another apparatus after returning to quarters after an emergency
- 28) promptly forward to the deputy chief in writing, a report of any dangerous materials, hazards or buildings in the City of Timmins

- 29) be familiar with the Fire Protection and Prevention Act and the by-laws of the municipality enacted for the prevention of fires, the safety of occupants in buildings, and any other Act or by-laws affecting the department
- 30) be familiar with any special fire risk in the city
- 31) determine whether in cases of extreme emergency, a member on duty may leave the fire station, providing sufficient members remain, when required call in sufficient staff as required, it is preferable for the firefighter leaving that they wait until a replacement has arrived
- 32) at all times, be dressed in the prescribed uniform while on duty, except as may be required when training duties (including physical fitness) or when emergencies dictate otherwise
- 33) at all times, give particular attention to uniform, equipment and the general appearance of the members of the platoon
- 34) ensure that all members of the platoon are familiar with these rules and regulations and review them with the members from time to time
- 35) ensure that a police officer is present at all "lock out" calls
- 36) prepare such reports, records or accounts as may be deemed necessary by the deputy chief.

Duties of the Lieutenant

- 2.8. The Lieutenant reports to the Captain. In the absence of the Captain, the Lieutenant shall be the officer in charge of the shift and will perform the duties of the Captain as outlined in section 2.6.

Duties of the Firefighters

- 2.9. Shall be present at work as scheduled, wearing the appropriate uniform.

2.9.1. A firefighter shall:

- 1) promptly obey all lawful orders issued to them by their Captain or through the chain of command, by a senior officer
- 2) understand and follow the Occupational Health and Safety Act, departmental regulations, policies and procedures and any applicable safety standards
- 3) be responsible for efficiently carrying out daily station duties as assigned, required, or directed
- 4) respond to every alarm attended by the apparatus to which they have been assigned, unless otherwise directed by the officer in charge
- 5) promptly carry out all assigned duties at a fire or other emergency
- 6) immediately report any defect in equipment or apparatus to the duty captain
- 7) attend all training and lecture sessions while the firefighter is on duty and undertake every phase of the training in a diligent manner
- 8) undertake any other task that may be assigned by an officer through the chain of command.

Duties of Volunteer District Chiefs

2.10. The volunteer district chief is responsible to the deputy chief for the operations and administrative duties of their fire station and for the carrying out of the following duties of the volunteer district chief

2.10.1. The volunteer district chief shall:

- 1) prepare recommendations with regards to equipment requirements at their station to be submitted to the deputy chief by September 30* for the following year
- 2) provide a liaison with the volunteer firefighters
- 3) prepare an annual report of the station activities to be submitted to the deputy chief
- 4) carry out the general administrative duties of the station,
- 5) maintain and keep in repair all existing firefighting, rescue, and salvage apparatus of the station
- 6) conduct fire prevention inspections as requested by the deputy chief
- 7) regularly review the attendance of members to ensure that minimum attendance requirements are met, if they are not met, discuss reasons with member, and submit report to Deputy Chief
- 8) maintain order and discipline at all times, be just, firm and dignified in relations with subordinates, abstaining from violent, abusive or immoderate language in giving orders and directions, see that all laws, regulations, rules, duties and orders are strictly obeyed and promptly carried out; and if in the opinion of the district chief an offence under these rules has been committed and prompt action is required, the district chief may immediately suspend a member from duty and immediately report by well substantiated charges, in writing, any transgressions to the deputy chief, (gross misconduct)
- 9) the volunteer district chief may recommend the suspension of any officer or volunteer firefighter for insubordination, inefficiency, gross misconduct or repeated failure to attend practices or fires
- 10) complete all fire alarm reports for the station as requested by the deputy chief
- 11) report all injuries and accidents immediately to the office of the fire chief
- 12) report the use of all hydrants to Central Dispatch
- 13) arrange all weekend roster schedules for the station
- 14) attend, when called out, fires and emergencies, as per all Timmins Fire Department Operating Guidelines and take command of the firefighters at such occurrences until relieved by a senior officer or act as a sector officer as required by the Incident Commander
- 15) direct the operations or assist in an officer role or as a firefighter, as per Timmins Fire Department Operating Guidelines and Policies; emergencies to preserve life and property, to contain and extinguish fires with the least possible damage, and to perform such salvage as is required
- 16) follow all Timmins Fire Department Operating Guidelines and Policies at all calls or training sessions
- 17) the volunteer deputy district chief and volunteer captains shall assist the volunteer district chiefs in their duties, and in their absence, carry out all of the duties of the volunteer district chief

- 18) have regular meetings with the Fire Chief & Deputy Chief to ensure the District Chiefs and Deputy District Chiefs have an opportunity to review pertinent information concerning; the policies, procedures and projects of the Timmins Fire Department that relate to the management and operation of volunteer fire stations
- 19) responsible for ensuring that all incident reports and training reports are entered on Firehouse
- 20) maintain and submit in a timely manner, all time sheets for their brigade

Duties of District Deputy Chiefs

2.11. In the absence of the district chief, the district deputy chief will assume the role and responsibilities of the district chief.

2.11.1. When not acting in the role of district chief, the district deputy chief will assume the role and responsibilities of volunteer captain, and will have command of their own crew.

Volunteer Station Officers

2.12. Officers shall include the District Chief and the District Deputy Chief who will be responsible for the approval of expenditures, deposit of funds, within in there volunteer fire station, within the delegated authority of the Fire Chief/Deputy Fire Chief, and City of Timmins Volunteer Firefighter Financial Accountabilities Policy. Responsible to the Fire Chief/Deputy Fire Chief for any breach or if something is not correct.

Duties of the Volunteer Captains

2.13. Have command of the crew and is responsible to the district chief for the discipline, efficiency and management of the platoon, understand and follow the Occupational Health and Safety Act along with all applicable safety standards. Be held accountable for the upkeep and protection of fire department property. Be responsible for routine duties, buildings, properties and conditions as assigned and carry out the orders of the district chief.

2.13.1. A captain shall:

- 1) organize the members of the crew, ensure minimum staffing, enforce discipline in the platoon, requisition any supplies and maintain such records as may be required from time to time
- 2) maintain order and discipline at all times, be just, firm and dignified in relations with subordinates, abstaining from violent, abusive or immoderate language in giving orders and directions, see that all laws, regulations, rules, duties and orders are strictly obeyed and promptly carried out; and if in the opinion of the captain an offence under these rules has been committed and prompt action is required, the captain may immediately report by well substantiated charges, in writing, any transgressions to the district chief
- 3) be responsible for entries on Firehouse and ensure that such entries are an accurate and complete history of the platoon's activities while on duty
- 4) complete time sheets as required
- 5) apportion duties among personnel

- 6) ensure that all members of the platoon respond to alarms, when there assigned apparatus is making a response
- 7) keep an accurate account of the property of the fire department and not surrender any property belonging to the fire department without receiving authorization from the deputy chief
- 8) direct the operations at emergencies, as per Timmins Fire Department Standard Operating Guidelines and Policies; to preserve life and property, to contain and extinguish fires with the least possible damage, and to perform such salvage as is required
- 9) ensure that departmental policy with regard to training within the platoon is properly carried out, this shall include conforming to and carrying out training as set out by the training officer; officers or firefighters shall become qualified as trainers - instructors under the auspices of the OFM, additionally, when they attend courses to become trainers on specialized techniques, they will use those skills to train fire department staff
- 10) submit in writing all reports that require the attention of the deputy chief
- 11) ensure that all members of the crew obey all regulations of the Highway Traffic Act and departmental rules, when on fire department business and responding to alarms
- 12) not allow citizens to ride on apparatus while responding to or from alarms, fires or emergencies unless previously authorized by the deputy chief
- 13) not unnecessarily jeopardize the lives or limbs of the firefighters on the crew
- 14) when in command and as soon as possible after the arrival at an emergency, make a preliminary report to the Dispatch Operator and Timmins Base, with respect to the extent and details of the situation, this shall include confirming the address, the establishment of the Incident Management System, initial size up and actions undertaken, along with any request for additional manpower or apparatus
- 15) when in command at an emergency for a long duration, be in frequent contact with the Dispatch Operator and Timmins Base until the emergency is over
- 16) when in command at an emergency, cause the prompt return to quarters of any apparatus not required
- 17) notify the Dispatch Operator and Timmins Base when the emergency is over; and indicate which equipment is then back in service
- 18) when the emergency is over, turn the premises over to the owner or occupant, unless arson is suspected, or if neither is present, to a police officer or special constable, recording the name and badge number of such officer, if necessary a firefighter may be left at the scene until a police officer arrives to assume responsibility, the firefighter shall be instructed to allow no one to enter unless they are a member of the fire department, the Fire Marshall's Office or the Police Department, the owners or occupants of the premises under investigation shall not be allowed to enter unless sanctioned by the deputy chief
- 19) ensure that the appropriate fire record forms are properly filled out for all occupancies sustaining loss from a fire, that has been attended by the platoon, when the cause of the fire cannot be determined, it shall be listed as "undetermined" until further investigation reveals otherwise
- 20) when a fire is believed to be suspicious in origin, members of the platoon shall be ordered to refrain from disturbing any materials at the scene in

order to preserve evidence and refrain from discussing the fire or emergency and attendant circumstances, with anyone not connected with the department or the Fire Marshall's Office or the Police Department and personally refrain from offering opinions as to the cause of the fire

- 21) whenever a loss of life occurs as a result of a fire, immediately report to the Dispatch Operator requesting that the fire chief and/or deputy chief and a police officer report to the scene, no indication is to be given over the radio that there has been a loss of life, simply request that the fire chief and/or deputy chief and a police officer report to the scene, in the absence of either the fire chief and/or deputy chief, the captain would request that the acting chief officer that has been placed in charge during either chiefs absent be contacted
- 22) ensure that fuel tanks on the trucks are kept at least three quarters full
- 23) ensure that hose is properly cared for and that it is dry when on the apparatus, hose shall be reloaded on each apparatus every three months
- 24) notify Central Dispatch when any fire hydrant has been used by the fire department during the period specified by the Director of Engineering, the Dispatch operator shall notify Timmins Public Works
- 25) report to the deputy chief when any department property is missing, broken or out of order, or belonging to another apparatus after returning to quarters after an emergency
- 26) promptly forward to the deputy chief in writing, a report of any dangerous materials, hazards or buildings in the City of Timmins
- 27) be familiar with the Fire Protection and Prevention Act and the by-laws of the municipality enacted for the prevention of fires, the safety of occupants in buildings, and any other Act or by-laws affecting the department
- 28) be familiar with any special fire risk in the city
- 29) ensure that all members of the platoon are familiar with these rules and regulations and review them with the members from time to time
- 30) ensure that a police officer is present at all "lock out" calls
- 31) prepare such reports, records or accounts as may be deemed necessary by the deputy chief

Duties of Volunteer Firefighters

2.14. Shall be present at work as scheduled, or as available for call-outs.

2.14.1. A firefighter shall:

- 1) promptly obey all lawful orders issued to them by their captain or through the chain of command, by a senior officer
- 2) understand and follow the Occupational Health and Safety Act departmental regulations, policies and procedures and any applicable safety standards
- 3) be responsible for efficiently carrying out station duties as assigned, required, or directed
- 4) respond to alarms attended by the apparatus to which they have been assigned, unless otherwise directed by the officer in charge
- 5) promptly carry out all assigned duties at a fire or other emergency.
- 6) immediately report any defect in equipment or apparatus to the duty captain

- 7) attend training and lecture sessions and undertake every phase of the training in a diligent manner
- 8) undertake any other task that may be assigned by an officer through the chain of command

SCHEDULE "B"

FIRE DEPARTMENT RECRUITMENT PROCESS SUMMARY

FULLTIME FIREFIGHTER

CITY OF TIMMINS BY-LAW NO. 2021-8521

STEP 1 – APPLICATION

- a) City of Timmins Application Form, including four references
- b) Secondary school Graduation Diploma or equivalent as approved by the Ministry of Education
- c) Copy of current Ontario Driver's License - Class "OZ" or "AZ"
- d) Driver's Licence Abstract with no more than (6) demerit points
- e) Criminal Background Check Clearance
- f) Proof of NFPA 1001 Firefighter 1 Training or Timmins Fire Department approval letter of equivalency and current Canadian Red Cross First Responder (or equivalent)

STEP 2 – MUNICIPAL SWIMMING CERTIFICATE

STEP 3 – DIFFERENTIAL APTITUDE TEST

STEP 4 – PSYCHOLOGICAL TEST

STEP 5 – MEDICAL ASSESSMENT, EXAMINATION AND TESTING

STEP 6 – FITNESS ASSESSMENT

STEP 7 – INTERVIEW

Please note: Applicants must pass through each step of the recruitment process. Those who succeed will be advised to proceed to the next step. The City will pay for all testing. The applicant shall be responsible for all incidental expenses related to the testing.

CITY OF TIMMINS

FIRE DEPARTMENT RECRUITMENT PROCESS

FULLTIME FIREFIGHTER

Probationary firefighter positions at the Timmins Fire Department are entry-level positions. To qualify for the position of probationary firefighter the successful applicant shall be required to meet all the qualifications.

The Council for the City of Timmins has adopted the following recruitment process for probationary firefighters at the Timmins Fire Department. The enclosed information provides the applicant with all the information necessary to undertake this process.

Where Fire Administration has determined that a vacancy exists at the Timmins Fire Department, the position to be filled shall be advertised and the advertising of the position shall form part of the recruitment process.

The City of Timmins shall pay for all tests required during the recruitment process. All other related costs i.e. time-off, travel, accommodation, food, etc. shall also be the responsibility of the applicant.

Failure to follow directions or to meet the minimum qualifications at any step of the recruitment process shall result in the applicant being disqualified.

Inquiries relating to the recruitment process may be made at:

Human Resources Department
City of Timmins
236 Algonquin Blvd. East
Timmins, Ontario P4N 1B3
(705) 360-2628

GENERAL INFORMATION

- 1) Basic Requirements
 - a) Be not less than 18 years of age
 - b) Secondary school Graduation Diploma or equivalent as approved by the Ministry of Education
 - c) Possess a valid Ontario Driver's Licence — Class "DZ" or "AZ"
 - d) Driver's Licence Abstract with no more than (6) demerit points
 - e) Clear and Current Criminal Background Check
 - f) Physically/Medically Fit
 - g) Proof of NFPA 1001 Firefighter 2, or Timmins Fire Department approval letter of equivalency
 - h) Proof of current Canadian Red Cross First Responder (or equivalent)
- 2) Applicants must pass through all steps of the recruitment process. Those who meet the requirements of a step shall be advised to proceed to the next step. Those who fail to meet the required standards at any step in the hiring process shall be advised of their disqualification. No applicant shall be permitted to retry any test during the current recruitment process.

- 3) Every person who fails to meet the required standards at any step must start at Step 1 in future competitions.
- 4) Applicants who supply false or misleading information shall be disqualified.
- 5) Every applicant may voluntarily withdraw at any stage of the recruitment process. A voluntary withdrawal from the recruitment process shall be made in writing to the Human Resources Department.
- 6) Persons hired shall be required to pass a written and practical examination prior to the end of their one year probationary period. Failure to pass shall be sufficient reason for dismissal.

SELECTION PROCESS

STEP 1 – Application

Applicants for the position of probationary firefighter shall provide the following:

- 1) A completed City of Timmins Application for Employment form with required references.
- 2) Secondary school Graduation Diploma or equivalent as approved by the Ministry of Education shall accompany the application.
- 3) Photocopy of current Ontario Driver's Licence with the "DZ" or "AZ" endorsement shall be submitted with the application.
- 4) Driver's Licence Abstract with no more than (6) demerit points shall be submitted with the application.
- 5) Clear and Current Criminal Background Check, shall be submitted with the application. Applicants with a criminal record shall be disqualified.
- 6) Submit proof of successful completion of NFPA 1001 Firefighter 2, or Timmins Fire Department approval letter of equivalency and current Canadian Red Cross First Responder (or equivalent).
- 7) Incomplete applications or failure to submit requested documentation shall be sufficient reason for disqualification from process.

STEP 2 – Municipal Swimming Test

Applicants shall be required to pass a swimming ability test that shall be administered by the City of Timmins Aquatics Supervisor.

The candidate must successfully complete each of the following tasks while wearing a long sleeved shirt and long pants, running shoes and socks (No substitutes or additions):

- a) Swim 100 metres without undue fatigue (No stopping, or touching walls or pool bottom)
- b) Tread water for 5 minutes

- c) Be able to put P.F.D. in water.

Applicants will be notified of the date, time and location of the test. No alternate date will be scheduled.

Applicants who successfully complete all four components of the swimming test shall be eligible to advance to step 3.

The Chief or Deputy Chief shall be present at testing.

STEP 3 – Differential Aptitude Test

Applicants successfully completing Step 2 shall be required to write an Aptitude Test. Applicants shall be notified of the date, time and location of the test. No alternate date will be scheduled.

Applicants must achieve a score of 60% to be eligible to advance to step 4.

STEP 4 – Psychological Testing

Applicants shall be required to complete a psychological test. The service provider and passing grade shall be determined by the City of Timmins in consultation with the service provider. The passing grade shall be identified before the testing commences.

Applicants shall be notified of the date, time and location of this testing and no alternate date will be scheduled.

Applicants who pass the Psychological testing shall be eligible to advance to step 5.

STEP 5 – Medical Assessment, Examination and Testing

Every applicant shall be required to:

- 1) Complete and sign a Health Assessment Questionnaire obtained from the City of Timmins.
- 2) Bring the completed questionnaire to their appointment with the Physician.

The medical evaluation of candidates includes the history, medical exams and laboratory tests as indicated and shall be performed on each candidate in order to detect any physical or medical conditions(s) that could adversely affect the candidate's ability to safely perform all essential job tasks under emergency conditions.

Every applicant shall meet the vision and hearing requirements as found in the current National Fire Protection Association Standard on Comprehensive Occupational Medical Program for firefighters, NFPA 1582.

Applicants shall be notified of the date, time and location of the medical examinations, no alternate date will be scheduled.

Applicants who pass the physical examination shall be eligible to advance to step 6.

STEP 6 – Fitness Assessment

Every applicant shall be required to complete and pass a Work Related Fitness Assessment. The facility and passing grade shall be determined by the City of Timmins in consultation with the testing facility. The passing grade shall be identified before the testing commences. Applicants shall be notified of the date, time and location of this testing. No alternate date will be scheduled.

A Release of Medical and Fitness Information Form shall be attached for signature and must be submitted with the completed application.

The successful applicants shall be eligible to advance to step 7.

STEP 7 – Interview

Every applicant who has successfully completed steps 1 through 5 shall be interviewed by a committee.

Applicants shall be notified of the date, time and location of the interview. No alternate date will be scheduled.

The interview will be the determining factor for hiring based on factors including, but not restricted to, interview question scoring, candidate preparation and professionalism, demonstrated teamwork, communication skills, organizational skills, etc. The overall result of the interview will be a consensus of the interview committee.

SCHEDULE "C"

CITY OF TIMMINS

FIRE DEPARTMENT RECRUITMENT PROCESS

VOLUNTEER FIREFIGHTER

CITY OF TIMMINS BY-LAW NO. 2021-8521

To qualify for the position of volunteer firefighter the successful applicant shall be required to meet all the qualifications.

The Council for the City of Timmins has adopted the following recruitment procedures for volunteer firefighters at the Timmins Fire Department. The enclosed information provides the applicant with all the information necessary to undertake this process.

The applicant shall be responsible for any personal expenses incurred during the recruitment process i.e. time off, travel, accommodation, food, etc.

Failure to follow directions or to meet the minimum qualifications at any step of the recruitment process shall result in the applicant being disqualified.

Inquiries relating to the recruitment process should be made at:

Human Resources Department
City of Timmins
236 Algonquin Blvd. East
Timmins, Ontario P4N 1B3
(705) 360 -1308

GENERAL INFORMATION

- 1) Basic Requirements:
 - a) Be not less than 18 years of age
 - b) Secondary school Graduation Diploma or equivalent as approved by the Ministry of Education
 - c) Driver's Licence Abstract with no more than (6) demerit points
 - d) Criminal Reference Check Clearance
 - e) Physically/Medically Fit
- 2) Those who meet the requirements of a step shall be advised to proceed to the next step. Those who fail to meet the required standards at any step in the hiring process shall be advised of their results and if they shall proceed to the next Step. Other than in STEP 4 and STEP 5, no applicant shall be permitted to retry any test during the current recruitment period.
- 3) Every person who fails to meet the required standards within the given time period at any Step is entitled to reapply and be re-examined starting at Step 1 in future competitions.

- 4) Applicants who supply false or misleading information shall be disqualified.
- 5) Every applicant may voluntarily withdraw at any stage of the recruitment process. A voluntary withdrawal from the recruitment process shall be made in writing to the Human Resources Department.

SELECTION PROCESS

STEP 1 – Application

Applicants for the position of volunteer firefighter shall provide the following:

- 1) A completed City of Timmins Application for Employment form. Where applicants have only limited work experience, the name, address, and telephone number of four (4) character references shall be acceptable.
- 2) Proof of the successful completion of Grade 12 or equivalent as approved by the Ministry of Education shall accompany the application.
- 3) Photocopy of current Driver's Licence shall be submitted with the application.
- 4) Driver's Licence abstract with no more than (6) demerit points shall be submitted with the application.
- 5) Criminal Reference Check Clearance shall be submitted with the application.
- 6) Applicants with a criminal record shall be disqualified. Every person requiring a pardon for an offence shall complete the process prior to making an application.
- 7) Applicants who fail the security check and cannot obtain clearance may not reapply.
- 8) Incomplete applications or failure to submit requested documentation shall be sufficient reason for disqualification from process.
- 9) All applications will be reviewed by the Fire Chief and/or Deputy Fire Chief to ensure all minimum requirements are met prior to proceeding to Step 2 (interview).

STEP 2 – Interview

A committee shall interview the applicants. Each volunteer station shall have its own hiring committee.

The hiring committee shall consist of the District Chief District Deputy Chief and/or Captains. If requested by the District Chief the Fire Chief and/or Deputy Fire Chief can be part of the committee.

STEP 3 – Medical Assessment, Examination and Testing

Every applicant shall be required to:

- 1) Complete and sign a Volunteer Firefighter Health Assessment Questionnaire obtained from the City of Timmins.
- 2) Bring the completed questionnaire to their appointment with the Physician.

The medical evaluation of candidates includes the history, medical exams and laboratory tests as indicated and shall be performed on each candidate in order to detect any physical or medical conditions(s) that could adversely affect the candidate's ability to safely perform all essential job tasks under emergency conditions.

Every applicant shall meet the vision and hearing requirements as found in the current National Fire Protection Association Standard on Comprehensive Occupational Medical Program for firefighters, NFPA 1582.

Applicants shall be notified of the date, time and location of the medical examination, which will be conducted by the City's Physician. No alternative date will be scheduled

Every applicant who is not appointed to a position of volunteer firefighter within six (6) months of qualifying shall be required to take another medical assessment, examination and testing.

STEP 4 – Fitness / Work Related Assessment

- 1) Climb a ladder ten (10) feet.
- 2) Pull a charged 1 1/2" hose fifty (50) feet.
- 3) Carry a fifty (50) foot roll of 2 1/2" hose one hundred (100) feet.
- 4) Once the room has been previewed, along with the assistance of a qualified person, the candidate will don a self-contained breathing apparatus (S.C.B.A.) with a blacked-out face piece. The face piece will not be attached to the regulator. The applicant will be escorted into the room, and will have to find their way out of the room. The qualified person will remain in the room with the applicant.

In the case that the applicant is unsuccessful at this first attempt the individual will be given a onetime 1 year period to accustom themselves to the breathing apparatus. At the one year point the applicant will be required to perform the testing once again. Should the applicant be unable to pass on the second attempt that person will then be eliminated from the competition.

In the event that the applicant does not meet the requirements of the FITNESS/WORK RELATED ASSESMENT in their first attempt the onetime 1 year period for additional training will apply and the applicant can move on to STEP 5. STEP 4 will be revisited in one year from the date of the initial attempt at which time the applicant will be required to perform the testing once again. Should the applicant be unable to pass on the second attempt that person will then be eliminated from the competition.

STEP 5 – Water / Ice Rescue

Those volunteers working at stations accepting the responsibility for water/ice rescue shall be required to pass a swimming ability test that will be administered by the City of Timmins Aquatics Supervisor.

The candidate must be able to complete the following tasks while wearing a long sleeved shirt and long pants, running shoes and socks:

- a) Swim 100 metres without undue fatigue
- b) Tread water for 5 minutes
- c) Be able to put P.F.D. in water

Applicants will be notified of the date, time and location of the test. No alternate date will be scheduled. Every applicant who is not appointed to a position of volunteer firefighter within six (6) months of qualifying shall be required to take another water/ice rescue test.

In the case that the applicant is unsuccessful at this first attempt the individual will be given a onetime 1 year period to accustom themselves to the breathing apparatus. At the one year point the applicant will be required to perform the testing once again. Should the applicant be unable to pass on the second attempt that person will then be eliminated from the competition.

In the event that the applicant does not meet the requirements of the FITNESS/WORK RELATED ASSESMENT in their first attempt the onetime 1 year period for additional training will apply and the applicant can move on to STEP 5. STEP 4 will be revisited in one year from the date of the initial attempt at which time the applicant will be required to perform the testing once again. Should the applicant be unable to pass on the second attempt that person will then be eliminated from the competition.

SCHEDULE “D”

CITY OF TIMMINS

CORE SERVICES PROVIDED

CITY OF TIMMINS BY-LAW NO. 2021-8521

- 1) Structural Firefighting including internal rescue and fire attack in accordance with the fire department's level of training, operational guidelines, procedures and policies, Section 21 Guidance Notes, and the number and type of personnel and equipment available to the department on each specific emergency response.
- 2) Grass/Bush Firefighting — As per Current MNR Agreement
- 3) Emergency Medical Response as per Tiered Response agreement.
- 4) Technical Rescues including the following:
 - a) Vehicle Extrication - Response with Extrication Tools from the Main Station and Whitney Station for technical rescue with assistance from station in that response area, following all applicable departmental procedures and guidelines.
 - b) Water/Ice Rescue - Technical Response will include Main Station, Mountjoy Station and Connaught Station for entry rescue with assistance from the station in that response area, following all applicable departmental procedures and guidelines. South Porcupine will assist in their area for Boat Rescue.
 - c) Hazmat Operations Level — Response from the Main Station with limited assistance from the station in that response area.
 - d) Airport Firefighting — Response from Main Station with assistance from Mountjoy Station and others as required.
 - e) Snowmobile Rescue — Response from Main Station UTV or Connaught Station snowmobiles
- 5) Other services include Public Assistance, Other Agency Assistance, Mutual Aid, participation in Community Emergency Plan and Fire Protection Agreements.
- 6) Fire Prevention and Public Education Services which includes inspections, enforcement and public safety education in accordance with departmental procedures and guidelines.