

Administered by: CAO	Number: 2022-08
Effective Date: August 9, 2022	Subject: Sackville Fire Department Policy
Pages: 11	

POLICY STATEMENT:

The purpose of this Sackville Fire Department Policy (the “Policy”) is to provide information about the practices and conditions at the Town of Sackville (the “Town”) and the Sackville Fire Department. It is designed to help Members of the Sackville Fire Department (“Members”) understand the expectations and obligations involved.

TABLE OF CONTENTS

1.0 INTRODUCTION	3
1.01 Purpose of Policy	3
2.0 EQUAL OPPORTUNITY	3
3.0 RESPECTFUL WORKPLACE and Member Conduct	3
4.0 FIREFIGHTER DEVELOPMENT	4
4.01 Recruitment	4
4.02 Orientation	4
4.03 Roles and Responsibilities	4
4.04 Performance Review	4
4.05 Probation Review	4
4.06 Educational Reimbursement	5
4.07 Corrective Action	5
4.08 Complaint Procedure	6
4.09 Whistleblowing	6
4.10 Officer Positions	7
4.11 Positive Recognition	7

5.0 BENEFITS	7
5.01 Town Paid Benefits	7
5.02 WorkSafe NB	7
6.0 LEAVES FROM WORK	8
6.01 Statutory Leaves	8
6.02 Discretionary Personal Leave	8
7.0 ATTENDANCE	8
8.0 GENERAL	8
8.01 Smoking	8
8.02 Communication with the Media	9
8.03 Communication	9
APPENDIX “A” – PERSONAL CONDUCT	10
APPENDIX “B” – CONFIDENTIALITY ACKNOWLEDGEMENT AGREEMENT	11

1.0 Introduction

1.01 Purpose of Policy

The purpose of the Policy is:

- a) To maintain workplace morale, well-being and positive working relations between the Town of Sackville and Members of the Sackville Fire Department;
- b) To encourage efficiency in operations and effectiveness in serving the public; and,
- c) To recognize the mutual value of open communication and respect in all matters pertaining to the Fire Department.

The Policy is a living document and the Town reserves the right to amend, modify or discontinue any aspect of the Policy. The Town commits to reviewing any future changes to the Policy with Members prior to implementation. The Policy will be made available on the Town's website and may be updated periodically. Hard copies can be made available upon a Member's request.

The objective of the Town is to hire Members for the long term, and the Town hopes that each Member will maintain satisfactory performance and conduct themselves in an appropriate manner. However, there are times when there is a need for improvement. This may include on-the-job performance as well as general corrective action.

2.0 Equal Opportunity

The Town is an equal opportunity employer and does not discriminate on any prohibited grounds under the New Brunswick *Human Rights Act*.

3.0 Respectful Workplace and Member Conduct

The Town is committed to providing a safe, efficient and productive environment for everyone, free of discrimination or harassment, and is supportive of the dignity and self-esteem of every Member. It is recognized that this objective can only be achieved by the promotion of positive attitudes and acceptance of individual responsibility. In addition to this Policy, the Town's Workplace Harassment and Violence Policy and Fire Department Personal Conduct Policy attached as Appendix "A" applies to every Member.

4.0 Firefighter Development

4.01 Recruitment

Applications to become a member are accepted year round on the form established for that purpose by the Fire Chief from time-to-time.

The Firefighter Recruitment Committee will review applications and invite applicants for an interview with the Committee as needed. The Recruitment Committee will typically consist of:

1. Fire Chief
2. Deputy Fire Chief;
3. Chief Administrative Officer (the "CAO") or designate;
4. Another member of the Town Administration designated by the CAO;

4.02 Orientation

All Members shall be provided with a copy of all current applicable Fire Department and Town policies and procedures and are expected to be familiar with them and any future amendments. Immediate supervisors are responsible for conducting a departmental orientation session with all new Members.

4.03 Roles and Responsibilities

The Town has prepared a job description outlining the roles and responsibilities for Members. The description includes:

- a) general description
- b) key responsibility areas and tasks
- c) supervisor of the position
- d) key competency and experience requirements

This job description may be reviewed and/or updated as required.

4.04 Performance Review

The Town believes that every Member should have the opportunity to grow and develop in the Fire Department. The opportunity for growth and development is determined by both the Member's interest and abilities, and the Town's needs. Performance review will be ongoing; however, should any Member wish to have a more formal review, they can schedule a review with the Fire Chief.

4.05 Probation Review

New Members shall complete a probationary period of twelve (12) months' service to determine suitability for continued appointment.

The Fire Chief will meet with the new Member every three (3) months during the probationary period to review their performance. Should the Member prove unsuitable, appointment to the Fire Department may be terminated. In specific situations the Fire Chief, with the agreement of the new Member, may extend the probationary period.

4.06 Educational Reimbursement

- a) When a Member is required by the Town to attend educational courses or conferences or upgrading courses related to the Fire Department, the Town shall cover fees and reasonable costs incurred on a pre-approved basis. Members required by the Town to take designated courses and/or examinations shall be eligible to receive reimbursement for travel expenses (transportation, food and lodging) upon pre-approval from the Fire Chief.
- b) A Member, who is required by the Town to attend education or upgrading courses related to the Fire Department and fails to successfully complete the course may be required to successfully complete the course at their own expense.
- c) When a Member attends a course or takes an examination, not required by the Town under the previous paragraphs, with the advance approval of the Fire Chief, the Town may, at its sole discretion, reimburse the Member for some or all of the fees and expenses and may grant leave of absence.

4.07 Corrective Action

The goal of the corrective action process is to provide an environment through training, development and supportive management for the Member to correct their behaviour or performance as quickly as possible and to grow from the experience. Performance related issues will be addressed verbally prior to engaging in the Formal Warning process. Depending on the severity of the situation, the corrective action process may be bypassed.

The corrective action process is as follows:

1. First Formal Warning

The written warning explaining the behaviour, its consequences and what the Member needs to do to correct the situation, must be shown to the Member prior to entering such material into that Member's personnel file. The Member will receive a copy of the written warning.

2. Second Formal Warning

If the behaviour or situation continues, the Member will receive a second formal warning stating when it is expected the Member will correct the action. The written warning will also state, "Any further violation could result in termination." The written warning is to be signed by the Fire Chief and it will be filed in the Member's personnel file. The Member will receive a copy of the warning.

3. Termination

Should a Member fail to make the changes detailed in the formal warning process, the Town may terminate the Member's employment.

Formal warning documentation may be removed from the Member's personnel file only after completion of a three (3) year period from the time of the incident, excepting circumstances of a recurring or significant nature.

In order to have material removed from a Member's file, the Member must provide a written request to the Fire Chief who will review the file and remove the material as long as the conditions outlined have been met and return the material to the Member.

4.08 Complaint Procedure

A Member who is dissatisfied with any personnel rules or feels aggrieved as a result of a personnel issue, the conditions of employment, other than dismissal, may file a formal complaint by following this procedure:

- i. The Member shall first discuss the matter with the Fire Chief.
- ii. If the matter cannot be resolved after a discussion with the Fire Chief, the Member shall raise the matter with the CAO in writing, spelling out the details of their concerns. If the matter is with the CAO, the Member will go to the Mayor.
- iii. The CAO shall consider the matter raised by the Member and conduct such a review into the matter as is necessary or appropriate in the circumstance and shall resolve the matter after giving the Member fair opportunity to be heard and taking steps necessary to fairly and promptly resolve any dispute.
- iv. While all Members are encouraged to bring forth any substantial and *bona fide* concerns, the complaint process is not intended for minor or petty concerns and Members are encouraged to resolve minor concerns through discussion with their fellow Members or the Officers, if need be.

4.09 Whistleblowing

A whistleblower, is a Member who reports an activity that they consider to be illegal or unethical to one or more of the parties specified in this policy. The whistleblower does not have the authority, nor the responsibility, for investigating any suspect activity or for determining fault or corrective measures; the CAO is charged with these responsibilities.

Examples of illegal activities are violations of federal, provincial or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

If a Member has knowledge of or a concern of illegal activities or fraudulent financial reporting, the Member shall contact the Fire Chief and/or the CAO. If the concern is with the CAO, the Member will go to the Mayor. A Member who intentionally files a false report of wrongdoing will be subject to corrective action up to, and including, termination

Whistleblower protections including confidentiality and protection against retaliation. Any whistleblower who believes they are being retaliated should follow the Complaint Procedure contained in the Policy.

4.10 Officer Positions

The Town will provide an opportunity for current Members to apply for Officer positions.

Officer vacancies will typically be announced and posted. Candidates shall be assessed in accordance with their experience, knowledge, ability and qualifications.

Applicants with the necessary qualifications and experience will be interviewed for suitability for the position.

Members who apply for the position and are not chosen shall receive constructive feedback about what the skills, knowledge, training and experience they should pursue in order to increase their potential to be successful when they apply for an open position in the future.

If a Member is successful in being selected for the new position, they will be required to serve a probationary period of 6 months. The Fire Chief will conduct a performance evaluation during the probationary period and upon completion of their probationary period.

4.11 Positive Recognition

Material of a positive or complimentary nature will be shown to the Member and subsequently placed in their personnel file.

5.0 Benefits

5.01 Town Paid Benefits

Members have Accidental Death and Dismemberment coverage along with a basic Disability plan.

Members have access to an Employee Assistance Program.

5.02 WorkSafe NB

Members are provided certain coverage pursuant to the *Firefighters' Compensation Act* administered by WorkSafe NB.

6.0 Leaves from Work

6.01 Statutory Leaves

Provisions in the *Employment Standards Act* govern the following statutory leaves:

- Bereavement
- Compassionate Care
- Family Responsibility
- Jury Duty
- Parental
- Reservists
- Medical
- Critically Ill Family Member
- Domestic Violence

6.02 Discretionary Personal Leave

Permission to take discretionary personal leave may be granted for up to 12 months, with a minimum of one month written notice, on approval of the Fire Chief, providing the leave does not conflict with the business and scheduling needs of the Town.

During the leave, if the Member wishes to extend the personal leave, a three (3) week written notice must be submitted to the Fire Chief for approval.

7.0 Attendance

All Members are expected to attend minimum of:

- 60% of all training practices, and
- 40% of all emergency calls

All Members are responsible for participating in Fire Department training activities and for maintaining personal and professional competence relative to the skill and knowledge levels required of the perspective position within the Fire Department.

Any Member failing to meet these attendance requirements, will have their status reviewed by the Fire Chief.

8.0 General

8.01 Smoking

Smoking is not permitted anywhere in Town facilities or in Fire Department vehicles.

8.02 Communication with the Media

Any requests for information or comment from the media (such as newspapers, television, social media bloggers, amateur news websites etc.) shall be referred to the Fire Chief.

8.03 Communication

- Members will be as transparent as possible with the public concerning the conduct of Town business while respecting the need to protect information that is designated as confidential.
- Confidential information will only be shared with individuals authorized to see it.
- The provisions of the *Right to Information and Protection of Privacy Act* will be respected especially with respect to the protection of personal or private business information.
- Members shall not disclose or discuss details of any person or organization being considered for employment or contract except with those Town officials directly involved in the selection process.
- Members are subject to the Town's Social Media Use Policy.
- Members shall be required to sign the Confidentiality Acknowledgement & Agreement in the form attached as Appendix "B".

APPENDIX “A”

PERSONAL CONDUCT

1.0 Summary

Everyone has a duty to be responsible for adhering to all safety directives and procedures prescribed by the Town. We ask that you report, in confidence, any evidence of any improper practice of which you are aware.

Reports should be submitted through the line of supervision except when the alleged impropriety appears to involve someone in the line. In such cases, reports should be referred to the next highest level of management or the CAO. Members will not face retaliation as a result of reporting an improper practice.

Examples of improper behaviour include, but are not limited to:

- Harassment (see the Town’s Harassment and Workplace Violence Policy for more details)
- Failure to keep work area clean, organized and free from safety hazards
- Abusing privileged information or disclosing proprietary and/or confidential information
- Reporting for duty under the influence of drugs or alcohol
- Fighting or acts of physical violence; possession of firearms or other weapons on Town premises
- Unsafe practices or practical jokes that could result in injury
- Stealing or unauthorized removal or distribution of Town property (including written documents or computer files)
- Deliberate damage to Town property, equipment or tools
- Deliberate failure to observe safety rules and regulations

2.0 Alcohol and Drugs

Drug and alcohol abuse can adversely affect an individual’s performance and the safety and health of themselves and others.

With the exception of prescription drugs properly prescribed and used, any and all use of non-prescribed or illegal drugs, alcohol or cannabis in the Fire Department is strictly prohibited. Members are subject to the Town’s Alcohol and Substance Abuse Policy.

Any violation of this policy will be subject to disciplinary action up to and including termination.

APPENDIX "B"

CONFIDENTIALITY ACKNOWLEDGEMENT AND AGREEMENT

This Agreement is made between _____ (the "Member")
and
the Town of Sackville.

By signing this Acknowledgement and Agreement, the Member agrees to the following:

As part of the terms of the Member's employment with the Town:

1. The Member acknowledges that, in the course of their duties with the Fire Department, they will be in receipt of and will be entrusted with, written, electronic and verbal information and data on a daily basis, which information and data is of a very sensitive and/or confidential nature.
2. The Member acknowledges and agrees that as such very special care must be taken to maintain the integrity of the Fire Department, and its members, given the access and knowledge of such sensitive and/or confidential information.
3. The Member acknowledges and agrees that, during or after his or her employment with the Fire Department, including any probation periods, the Member will at no time use, disclose or divulge to others, any sensitive and/or confidential information.
4. The Member acknowledges and agrees that any violation of this agreement will result in disciplinary action up to and including the termination of their employment with the Fire Department.

Dated at _____ this ____ day of _____, 20____.

Fire Chief

Member