



Title: *Volunteer and Pay-per-Call Firefighter Policy*

I. Introduction

In order to insure adequate firefighting capability for extraordinary events, the City of Hendersonville is instituting a program to utilize volunteer and pay-per-call firefighters. This document is intended to guide the use of these firefighters.

The Fire Chief shall be responsible for implementing these guidelines. It shall be the Chief's responsibility to recruit qualified personnel to be available on an on-call basis to assist fire department employees in performing their duties.

II. Scope

These guidelines govern all firefighters who enter into an agreement with the City to respond to calls for firefighting assistance. This assistance shall be temporary and sporadic in nature, and volunteer and pay-per-call firefighters will be considered temporary employees of the City.

For the purpose of these guidelines there shall be no difference between volunteer and pay-per-call firefighters. They are distinguished only in recognition that some firefighters will not choose to be compensated for this service.

III. Membership Requirements

In order to be included on the City's roster of volunteer and pay-per-call firefighters and serve in that capacity, a firefighter shall undertake the following:

1. Enter into an Agreement to Provide Firefighting Services to the City of Hendersonville. All members shall submit to and pass a pre-employment drug test before entering into the Agreement to Provide Firefighting Services.
2. Must maintain a valid North Carolina driver's license. Loss of driver's license shall result in termination from the volunteer and pay-per-call firefighting roster.
3. Provide the Hendersonville Fire Department with documentation of completion of all necessary training including a minimum of (36) thirty-six hours per year as required by the North Carolina Fireman's Association.

4. Possess or be in the process of receiving a North Carolina Department of Insurance Certified Fire Fighter.
5. Attend at least 50% of all personnel meetings throughout the year. These meetings will be announced and posted in the fire station(s) in designated location for members to plan accordingly for attendance.
6. Respond to at least 50% of fire and other emergency calls and render firefighting services, as required, in a competent, professional manner.
7. Complete a minimum of at least five (5) hours on an annual basis of ride time on emergency vehicles on any shift.
8. Participate in the safety training required by the Occupational Safety and Health Administration (OSHA). At a minimum this training shall include the following but not limited to:
 - a. Accident & Injury Reporting Procedures
 - b. Bloodborne Pathogens Training
 - c. Hazard Communication
 - d. Respiratory Protection
 - e. Personal Protective Equipment
 - f. Emergency Action Plans
9. Submit documentation of an annual physical examination as required by OSHA. All members must successfully pass a pulmonary function test. Facial hair must be kept to a minimum in order to meet testing requirements. The City will bear the cost of such physical examination if it is not paid for by another employing agency. The annual physical documentation shall be stored in a separate file at the fire station.
10. Firefighters will comply with the rules and operational requirements of the department as they may be amended from time to time.

IV. General Rules and Procedures

1. Volunteer and pay-per-call firefighters shall not run red lights or violate any traffic laws.
2. Volunteer and pay-per-call firefighters are not required to respond to medical or accident calls for service.
3. Volunteer and pay-per-call firefighters shall report to the incident commander on any call. The incident commander reserves the right to dismiss any member for whatever reason.

V. Compensation and Benefits

Volunteer and pay-per-call firefighters shall be offered compensation for their services in accordance with the following schedule:

1. Ten dollars (\$10) per call.
2. Ten dollars (\$10) per hour of service beyond the first hour for each call.
3. Guarantee of one-hundred dollars (\$100) minimum per quarter provided the member meets the attendance guidelines outlined in this policy. Records shall be maintained by the Fire Chief.
4. If a firefighter elects not to receive compensation for their services, they shall be required to sign a waiver and it shall be updated on an annual basis.
5. Volunteer and pay-per-call firefighters will be covered under the City's Worker's Compensation coverage for injuries sustained in the line of duty for the City under these guidelines. The City's insurance carrier will make all determinations of the compensability of each claim.
6. For volunteer and pay-per-call firefighters who meet all the requirements of these guidelines, the City will pay for life insurance proved by the North Carolina Fireman's Association.
7. Volunteer and pay-per-call firefighters are shall not be on the step and grade system of the City of Hendersonville. The employee shall not receive any cost of living increase nor performance based increase. The Chief shall evaluate the pay for volunteer and pay-per-call firefighters on as-needed basis. Changes shall be recommended to the City Manager and approved by City Council.

Inclusion on the roster for volunteer and pay-per-call firefighters shall be at the sole discretion of the Fire Chief. Disciplinary action, including demotion and dismissal, may be taken at anytime without following the steps outlined in this policy. Being on the roster shall not give rise to any employment rights, nor shall deletion give rise to any claim or cause of action against the City. The Chief may set forth rank structure in the volunteer program and any additional compensation for rank shall be approved by the City Manager.

The City Manager shall have authority to add or delete any or all provisions that violate city policy or standards.

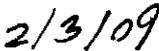
Attachments

Agreement to Provide Volunteer and Pay-Per-Call Firefighting Services

This policy is being instituted by City Management in accordance with Article I Section 8. Departmental Rules and Regulations and are a supplement to the Personnel Policy of the City of Hendersonville.



W. Bowman Ferguson, City Manager



Date

CITY COUNCIL:

GREG NEWMAN
Mayor
BARBARA VOLK
Mayor Pro-Tem
WILLIAM O'CAIN
JEFF COLLIS
STEVE CARAKER

CITY OF HENDERSONVILLE
"The City of Four Seasons"

OFFICERS:

W. BOWMAN FERGUSON
City Manager
SAMUEL H. FRITSCHNER
City Attorney
TAMMIE K. DRAKE
City Clerk

**AGREEMENT TO PROVIDE VOLUNTEER
AND PAY-PER-CALL FIREFIGHTING SERVICES**

This agreement entered into the _____ day of _____, _____ between the City of Hendersonville, hereinafter referred to as "City" and _____ hereinafter referred to as "Firefighter."

WHEREAS, City desire to establish a roster of volunteer and pay-per-call firefighters to assist its employee firefighters in the performance of their duties; and

WHEREAS, City is willing to provide certain benefits, including workers compensation and life insurance and a stipend; and

WHEREAS, Firefighter desires to serve as a volunteer and a pay-per-call firefighter under the conditions specified in this Agreement.

NOW; THEREFORE, for these and other valuable considerations, receipt of which hereby acknowledged, the parties agree as follows:

1. Firefighter will respond to calls for firefighting services from the department on a priority basis. For purposes of this Agreement, the phrase "priority basis" means that Firefighter shall present for duty as instructed unless other employment prevents responding.
2. Firefighter will comply with all training requirements of the North Carolina Fireman's Association and provide City with documentation of such compliance on an annual basis.
3. Firefighter will attend at 50% of personnel meetings of the department on a priority basis.
4. Firefighter will submit documentation of an annual physical examination as required by the Occupational Safety and Health Administration (OSHA). If Firefighter does not have such physical examination, the City will bear the cost of providing one.

5. Firefighter will, while serving under the terms of this Agreement, conduct himself in a competent, professional manner and will comply with the rules and operational requirements of the department as they may be amended from time to time.
6. Firefighter will be entitled to compensation in accordance with the following schedule:
 - a. Ten dollars (\$10) per call.
 - b. Ten dollars (\$10) per hour of service beyond the first hour for each call.
 - c. Guarantee of one-hundred dollars (\$100) minimum per quarter regardless of amount of time served.
 - d. No firefighter shall be required to accept the offered compensation.
7. Inclusion on the roster of volunteer and pay-per-call firefighters shall be at the sole discretion of the Fire Chief. Firefighter may be dropped from the roster with or without cause. Inclusion on the roster shall not give rise to any employment rights, nor shall be deletion give rise to any claim or cause of action against the City.
8. City will pay for life insurance provided by the North Carolina Fireman's Association.
9. Firefighter will be covered under City's Worker's Compensation coverage for injuries sustained in the line of duty performed for the City pursuant to this Agreement.

Executed on the day and date above written.

ACKNOWLEDGEMENT:

I have read, understand and agree to comply with the statements contained within this agreement.

Employee's Signature

Today's Date

Fire Chief's Signature

Today's Date