



An agreement for the provision of labor

between

The Town of Winslow, Maine

and

**The Winslow Professional Firefighters Association,
International Association of Firefighters Local 5479,
as bargaining agents for the Winslow Fire and Rescue Department**

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WHEREAS, the Town of Winslow, Maine (herein referred to as the “town, “ or the “employer”) is a duly organized municipality in the State of Maine which seeks to secure an agreement for the provision of emergency services labor in the Winslow Fire and Rescue Department (herein referred to as the “department”), and

WHEREAS, the International Association of Firefighters, Local 5479 (herein referred to as the “union”) is the duly organized and lawfully recognized bargaining agent for the full-time firefighters and fire officers employed by the town, through the department, (herein referred to interchangeably as “employee(s),” “firefighter(s)” or “member(s),” unless specifically denoted otherwise), and

WHEREAS, the parties have negotiated the terms of this labor agreement in accordance with State and Federal law and now endeavor to memorialize such terms below,

NOW THEREFORE, pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26, M.R.S.A. 961 et. sec., as amended) to promote the mutual interests of the Employer and the Union; to provide for equitable and peaceful adjustments of differences which may arise; to establish proper standards of wages, hours and other conditions of employment which will provide and maintain a sound economic basis for the delivery of public services; to provide for the operation of the services delivered by the Town under methods which will ensure economic and efficient operation. The parties hereto have entered into this Agreement on the _____ day of June, 2024.

ARTICLE ONE – PREVAILING RIGHTS/MAINTENANCE OF BENEFITS

Nothing in this Agreement shall be construed as abridging, amending or waiving any rights, benefits or perquisites presently covered by statutes, existing rules and regulations, previous agreements or past practices recognized as being legitimate and having general and uniform applicability, except as expressly superseded by the terms of this Agreement. A copy of the previous agreement is hereby incorporated by reference and annexed hereto as “Appendix C.”

ARTICLE TWO – RECOGNITION OF BARGAINING AGENT

The Town recognizes the Union as the sole and exclusive bargaining agent for the purposes of negotiating wages, hours, and other conditions of employment for eligible, full-time employees in the

Fire Department excluding the Public Safety Director and Deputy Fire Chief, as determined in accordance with the Municipal Public Employees Labor Relations Act.

ARTICLE THREE – UNION SECURITY

- §1. All employees shall have the right to join the Union, except as otherwise provided herein, or refrain from doing so. No employee shall be favored or discriminated against, either by the Town or by the Union because of his membership or non-membership in the Union. The Union recognizes its responsibilities as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.
- §2. Any present or future regular, permanent employee who is not a Union member and who does not make application for membership in the Union shall sign a non-member waiver form.

ARTICLE FOUR – CHECKOFF

The Union shall have the exclusive right to payroll deductions for employees included within the applicable bargaining unit and subject to the following provisions:

- §1. Dues Deduction – During the term of this Agreement, the Employer shall deduct from the employee's pay an amount set by the Union for union dues, agency fees, COPE contributions from each member of the union who voluntarily executes an authorization form and upon request, any additional dues amounts specified by the Union and authorized by the employee. When filed with the Employer, the authorization form will be honored in accordance with its terms, and deductions will be promptly transmitted to the Union by electronic transfer (ACH).
- §2. Employee Rosters – If requested by the union, from time to time, or on a monthly basis (if specifically requested), the Employer shall supply to the Union a list of all employees covered by this agreement. The list shall include the employee's legal name, home address, phone number, personal email, employee ID number, date of hire, annual salary, bargaining unit, department, job title, work site, work email address and work phone number. Each month the Employer shall also electronically transmit a list of all new hires, and any terminated or transferred employees during the month.
- §3. Revocation of Authorization for Payroll Deductions – The written authorization for payroll deductions of Union membership dues, or any other Union matter such as benefit fund contributions, shall be irrevocable during the term of this Agreement except that an employee may revoke the authorization, effective upon the expiration date of this Agreement, provided

the employee notifies, in writing, the Employer and Union at least thirty (30) days, but not more than sixty (60) days prior to the expiration date of this Agreement.

ARTICLE FIVE – MANAGEMENT RIGHTS

The Town retains all rights and authority to manage and direct its employees and to determine work shift assignments, except as otherwise specifically provided in this Agreement. The Union acknowledges the right of the Town to make such reasonable rules and regulations governing the conduct of its employees to the extent that they are not contrary to the terms of this Agreement.

The Town agrees to forward copies of said rules and amendments thereto to the Union and the designated Union stewards.

ARTICLE SIX – PROBATION PERIOD

New employees, whether Union members or not, shall serve a six (6) month probationary period starting with date of hire. Prior to the expiration of the probationary period, the Town reserves the right to discharge the employee for any reason without interference from the Union and the Union agrees that it has no right to contest the discharge. This includes the initial six (6) month probationary period as well as any extensions to said initial probationary period which may have been added by the new employee's supervisor or other appropriate person. This section does NOT apply to employees who have completed their initial probationary period and are placed on probation for disciplinary reasons as contemplated in Articles 20 and 21 below. Per Diem employees will not come under or be covered by the provisions of this Agreement.

ARTICLE SEVEN – HOURS OF WORK

- §1. The Schedule for the Fire Department, including but not limited to, hours of work, shift schedule, rest periods, meal periods, and training activities will be managed at their own discretion, as overseen by management.
- §2. The Fire Department workweek shall consist of an average of 56 hours per week. Full-time Fire Department employees will be paid for 52 hours at straight time and 4 hours at 1 ½ times their regular rate of pay.

ARTICLE EIGHT – RESIDENTIAL ACCOMMODATIONS

- §1. The Town will furnish full-time firefighters two (2) sets of sheets, two (2) pillowcases, and two (2) blankets. Additionally, the town will provide bed frames and mattresses (Twin XL) for each firefighter, or as many as can reasonably fit in a then-current bunk room if available space does not allow for each firefighter to have an exclusive bed. The employees will be responsible for keeping their linens washed and clean. The Town will replace linen when needed.
- §2. The town will provide furniture and appliances, including but not limited to, a four burner cooking range, oven, kitchen sink, living room chairs/sofas, kitchen table, office chairs, and the like, of such a quality and quantity to reasonably accommodate e are the then-current permanent shift-staffing levels.

ARTICLE NINE – WORKER’S COMPENSATION

The Town and the Union will handle Worker’s Compensation matters in accordance with applicable State and Federal Laws. Worker’s Compensation is discussed further in Article 18 §3, *infra*.

ARTICLE TEN – INDEMNIFICATION OF LIABILITY

- §1. The Town agrees to indemnify employees covered by this agreement with respect to any claim made against such employee resulting from the performance of such employee’s duty, except where it is established that such action arose out of a willful or wanton dereliction of duty by the employee. In the event that such proceedings result in any judgment or monetary award against such employee, the Town will indemnify such employee in respect to payment made pursuant to such judgment or monetary award, and such indemnification shall include the assumption of the costs of any legal proceedings incurred by any employee resulting from the performance of such employee’s duties.
- §2. In the event that the Town shall provide such protection to the employee by the purchase of a policy of liability insurance, it is agreed that indemnification shall be restricted to the liability provided by such policy of insurance and Section (1) hereof shall be amended as required to conform to the provisions of the liability policy so provided. The Union shall be advised

annually of the amount of liability insurance so provided by the policy, and furnished with copies of such policy(s).

ARTICLE ELEVEN – HOLIDAYS

§1. Holidays Recognized and Observed as Paid Holidays:

New Year’s Day	Labor Day
Washington’s Birthday	Veterans’ Day
Floating holiday (see §6, infra)	Thanksgiving Day
Memorial Day	Black Friday (the day after Thanksgiving Day)
Independence Day	Christmas Day
Columbus Day	Dr. Martin Luther King Jr. Day
Patriots’ Day	Juneteenth

Eligible employees (defined in §2, infra) shall receive one day's pay for each of the holidays listed above on which they perform no work. Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

All other holidays, declared by the President of the United States or the Governor of the State of Maine, in addition to the above listed in §1, shall be allowed as Holiday time for members of the bargaining unit.

§2. Eligibility Requirements: Employees shall be eligible for holiday pay under the following conditions:

(a) The employee would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is on a day off, vacation, temporary layoff of two weeks or less, or sick leave, and

(b) The employee worked his last scheduled workday prior to the holiday, and the next workday after such holiday unless he/she is excused by the Town, or he/she is absent for any reasonable purpose. Reasonable purpose shall include illness. The Town and the Union shall mutually agree upon reasonable purpose in each case. If a holiday is observed on an employee's scheduled day off or during his vacation, he/she shall be compensated time off at employee's

request, or at the beginning or end of his vacation, whichever is to the best interest of the Town of Winslow.

- §3. Calculation of Holiday Pay: Fire Department employees, whether or not they work on a holiday, shall be paid for twelve (12) hours of time, at straight pay, in addition to any other pay the employee may be entitled to by the terms of this agreement, including, but not limited to §4, infra.
- §4. Pay for Employees Who Work on a Holiday: Fire Department employees who work on a holiday shall be paid their current hourly rate for hours actually worked except on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day for which they shall be paid one and one-half times their current hourly rate for hours actually worked. In either case, this pay is in addition to the Holiday Pay contemplated in §3, supra.
- §5. Holiday Hours for Overtime Purposes: For the purpose of computing overtime, all holiday hours (worked or unworked) for which an employee is compensated shall be regarded as hours worked.
- §6. Floating Holiday Observance: The Floating Holiday will be taken at a mutually agreeable time as determined between the employee and the Supervisor. The holiday is recognized as being twelve (12) hours that are paid and twelve hours that are unpaid.

ARTICLE TWELVE – SICK LEAVE

- §1. Accrual: Sick leave shall accrue to regular, permanent employees at the rate of 20 hrs. for each full calendar month of service. The maximum accumulation is 1,440 hrs. A statement of each employee's maximum allowable accumulation will be kept in their personnel file and available upon request.
- §2. Sick leave may be used by probationary and regular employees only in the following cases:
 - A. Personal illness or physical incapacity of such a degree as to render the employee unable to perform the duties of his/her position.

 - B. Attendance upon members of the family within the household of the employee when their illness requires care by such employee, not to exceed six (6) days per year. The six (6) days per year may be exceeded in the case of hospitalization or if the employee is utilizing Family Medical Leave Act.

C. Employee and Town participation in the Town's Retirement Health Savings Plan is as outlined in the plan's Adoption Agreement. The current plan stipulates the following for participating employees:

- Greater than 5 years of continuous employment and less than 10 years - The employee may place 1/6 of accumulated sick leave in the Town's Retiree Health Saving Plan.
- Greater than 10 years of continuous employment and less than 15 years - The employee may place 1/3 of accumulated sick leave in the Town's Retiree Health Saving Plan.
- Greater than 15 years of continuous employment - The employee may place 1/2 of accumulated sick leave in the Town's Retiree Health Saving Plan.

§3. Sick Leave Posting Policy – All employees are expected to report to work as scheduled and work their scheduled hours as well as overtime which they have agreed to work. When in the judgment of the Supervisor, an employee has been frequently absent (five [5] occurrences or more in any six [6] month period), or has absences that exhibit patterns, or is absent for lengthy periods, the employee may be "posted" by the Supervisor. An employee who is "posted" shall receive notification of "posting" along with incidents of absences for at least the preceding eighteen (18) months and a copy of this policy, with a copy going to the Union Steward.

An unexcused absence for consecutive scheduled work times shall be considered a single occurrence for the purposes of corrective action. An "occurrence" will not be charged to an employee for absence covered by a physician's excuse or for the following leaves, provided the employee receives advance approval in accordance with departmental policy:

- A. Bereavement
- B. Vacation
- C. Jury Duty
- D. Military Leave
- E. Medical Maternity or Paternity Leave
- F. Leave of Absence (emergency basis)

For each unexcused or unapproved occurrence after posting, the employee will be subject to:

- Step 1. First (1st) occurrence within twelve (12) months of posting date written reprimand.

Step 2. Second (2nd) occurrence within (12) months of first (1st) occurrence of step one - suspension of one (1) week without pay.

Step 3. Third (3rd) occurrence within twelve (12) months of date of second (2nd) occurrence - discharge.

If an employee goes for a period of six (6) consecutive months without an unexcused or unapproved occurrence, the employee shall be relieved of "posting" status. The posting of an employee is subject to the Grievance Procedure of this Agreement.

§4. Obtaining Medical Slip – When the Supervisor believes there has been a pattern of absences which may indicate sick leave abuse, when there have been five (5) occurrences or more of absences in any six (6) month period, or when there has been an absence of three (3) consecutive days, the Supervisor may request an employee to submit a physician's slip giving a medical explanation for the absence. Obtaining the medical slip shall be at the cost of the Town and the Town may designate the physician or medical service to be used.

§5. Personal Leave – Employees who are not "posted" as defined in Article 12, §3 shall be granted per fiscal year, two (2) days of personal leave provided that their absence will not require the Town to fill their absence with full time hourly personnel; replacements will be qualified. Personal days will be allowed for all personal, religious, business or family matters. An employee's request to use their personal leave shall not be arbitrarily or unreasonably denied. Personal leave must be used in the fiscal year.

§6. Return to Work – Any employee returning to work from an injury or illness whether job related or not, shall be required to obtain a certificate of fitness from the employee's physician to the effect that the employee can perform the duties of the employee's position. If the Town disagrees with the employee's physician, the Town has the right to require the employee to undergo a physical examination by a physician designated by the town. In the event the Town's designated physician disagrees as to the ability to perform the normal duties of the job position, the question of the employee's ability to perform the normal duties of the job position may be submitted to a third physician. For the third physician, the Town will submit names of a minimum of two doctors, with some expertise in the field, to the Employee who will choose one within three (3) business days. The cost of the second and third physicians shall be borne by the town. The decision of the third physician as to the employee's ability to perform the normal duties of the job position shall be final and binding. If required, the employee shall submit to a physical by the Town's physician and the third physician.

If the Town disagrees with the employee's physician that the employee can return to work, the employee will be required to use sick leave while the second and third medical opinions are

being obtained. If the employee runs out of sick leave during this process, the employee will continue in pay status until the ability to return to work is determined. If it is determined the employee could have returned to work, the employee sick leave account will be reimbursed for the time away from work after receipt of the employee's doctor's note. If it is determined the employee did not have the ability to return to work, the employee will be charged for the period of time the employee received pay without having sick leave. The employee charged will repay the town by a reduction in the accumulation of sick leave once the employee returns to work.

In the event that the employee is determined not able to perform the normal duties of the job position, the employee may request FMLA to be used before, during or after the employee's sick leave has been exhausted. Any entitlement to workers' compensation benefits will be provided for in accordance with the law.

Commencing July 1, 1980, all sick days shall be converted from days to hours.

ARTICLE THIRTEEN – SENIORITY

- §1. Date of Hire List - A seniority list shall be established listing all employees covered by this Agreement, with the employee with the greatest seniority listed first. Seniority shall be based on the employee's original date of hire.
- §2. Governing Factor - Seniority shall be the governing factor in all matters effecting transfer, work shift, reduction in work force, recall and vacation preference.
- §3. Promotional Process - The parties agree to follow the promotional process described in Appendix B.
- §4. Merit Date for Initial Performance Reviews – When an employee is promoted, other than a temporary promotion as defined in §4(d)-(e) infra, the date of the employee’s promotion shall be referred to as the “merit date,” as it relates to such promotion, and that merit date shall be used to gauge the timing of the initial three (3) month, six (6) month, and twelve (12) month reviews contemplated in Appendices B and D hereto. The timing of all annual performance reviews related to such promoted position thereafter, shall be gauged by the employee’s original date of hire as contemplated in §1 of this article. It is understood and accepted that the employee’s first and second annual reviews related to a promotion, will then necessarily occur, by the terms of this agreement, at some interval less than one year apart from one another.

Furthermore, the parties agree to amend the current language in “Performance Appraisal Process” Policy, attached hereto as Appendix D, to conform with the terms of this provision, within a reasonable time after the execution of this agreement.

§5. Work Force Changes Related to Promotions

The term promotion, as used in this provision, means the advancement of the employee to a higher paying position; or reassignment of an employee, at the Town's discretion, to a position the Town considers being in the employee's best interest regardless of the rate of pay (upon medical certification). The Employee will be placed on the step of said position classification which will provide the Employee with at least a three-and one-half percent (3.5%) pay increase.

(a) Whenever a job opening occurs, other than a temporary opening as defined below, in any existing job classification or as a result of the development or establishment of new job classifications, a notice of such openings shall be posted on all bulletin boards for ten (10) working days.

(b) During this period, employees who wish to apply for open position or job, including employees on layoff, may do so. The application shall be in writing, and it shall be submitted to the employee's immediate Supervisor, for his recommendation. At the time of application, a copy shall be presented to the Human Resource Officer.

§6. Officer-in-Charge and other Temporary Job Descriptions

(a) Temporary job openings, including but not limited to "officer in-charge" shifts, are defined as job vacancies that may periodically develop in any job classification but do not exceed thirty (30) days. Job openings that recur on a regular basis or that remain open more than the thirty (30) days at a time shall not be considered temporary job openings. Temporary assignments shall be considered as training assignments by which an employee may obtain experience that will enable him/her to qualify for future promotions.

(b) "Officer in-charge" shifts shall be filled by the next most qualified firefighter on that shift, whether an officer or not. If more than one firefighter is equally qualified, seniority will be used as the determining factor. "Qualification," for purposes of this section, shall consist first of department rank, then of Pro Board certifications including, but not limited to, Fire Instructor I/II, Fire Officers I/II and the like.

(c) Employees assigned to temporary job openings shall be paid the wage rate established for the job or their own wage rate, whichever is higher. Permanent jobs will not be jeopardized for refusal of volunteer work. The Employee will be placed on the step of said position classification which will provide the Employee with at least a three-and one-half percent (3.5%) pay increase.

§7. Demotion - The term demotion, as used in this article, means the reassignment, not requested by the employee, of an employee from a position in one job classification to a lower paying position in the same department.

Demotions shall be offered as an alternative to laying off a firefighter. In any case involving demotion, the firefighter involved shall have the right to elect which alternative he/she will take: the demotion or the layoff. Demotion for disciplinary reasons is contemplated in Articles Twenty (20) and Twenty-One (21) below.

§8. Layoff - The Union recognizes that the decision to layoff employees or reduce the workforce is solely a Management decision. Employees shall be laid off in the inverse order of their seniority in service. The bargaining agent will be notified when the town council is going to consider the possibility of laying-off employees.

- A. Recall - Employees shall be recalled from layoff according to their seniority. No new employee shall be hired until all employees on layoff status desiring to return to work have been recalled.
- B. Reinstatement - Any laid-off employee who has been called back shall be reinstated without loss of seniority and receive the rate of pay in the pay scale commensurate with the position.

ARTICLE FOURTEEN – WAGES

§1. The Town and the Union have agreed to a series of across-the-board wage increases as described below. Fiscal Year 2025 begins July 1, 2024 and concludes June 30, 2025. Subsequent fiscal years follow in a like manner.

- FY2025, wages will increase 11% from current wages,
- FY2026 wages will increase 5% from those of the previous year therefrom,
- FY2027, wages will increase 4% from those of the previous year therefrom.

The basis from which the first of this series of wage increases will be calculated from (“current wages”) are the wages in effect on June 30th, 2024. Hence, the Wage Schedules for Fiscal Years 2025, 2026, and 2027 are as follows:

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FY2025		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Firefighter	EMT-B	\$23.65	\$24.21	\$24.76	\$25.32	\$25.87	\$26.43
	EMT-A	\$23.94	\$24.50	\$25.05	\$25.61	\$26.16	\$26.72
	Paramedic	\$24.21	\$24.76	\$25.32	\$25.87	\$26.43	\$26.98
Lieutenant	EMT-B	\$24.21	\$24.76	\$25.32	\$25.87	\$26.43	\$26.98
	EMT-A	\$24.49	\$25.04	\$25.60	\$26.15	\$26.71	\$27.26
	Paramedic	\$24.76	\$25.32	\$25.87	\$26.43	\$26.98	\$27.54
Captain	EMT-B	\$25.76	\$26.32	\$26.87	\$27.43	\$27.98	\$28.54
	EMT-A	\$26.04	\$26.60	\$27.15	\$27.71	\$28.26	\$28.82
	Paramedic	\$26.32	\$26.87	\$27.43	\$27.98	\$28.54	\$29.09

FY2026		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Firefighter	EMT-B	\$24.84	\$25.42	\$26.00	\$26.59	\$27.17	\$27.75
	EMT-A	\$25.14	\$25.72	\$26.31	\$26.89	\$27.47	\$28.05
	Paramedic	\$25.42	\$26.00	\$26.59	\$27.17	\$27.75	\$28.33
Lieutenant	EMT-B	\$25.42	\$26.00	\$26.59	\$27.17	\$27.75	\$28.33
	EMT-A	\$25.71	\$26.29	\$26.88	\$27.46	\$28.04	\$28.62
	Paramedic	\$26.00	\$26.59	\$27.17	\$27.75	\$28.33	\$28.92
Captain	EMT-B	\$27.05	\$27.63	\$28.22	\$28.80	\$29.38	\$29.97
	EMT-A	\$27.34	\$27.93	\$28.51	\$29.09	\$29.67	\$30.26
	Paramedic	\$27.63	\$28.22	\$28.80	\$29.38	\$29.97	\$30.55

FY2027		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Firefighter	EMT-B	\$25.83	\$26.44	\$27.04	\$27.65	\$28.25	\$28.86
	EMT-A	\$26.15	\$26.75	\$27.36	\$27.96	\$28.57	\$29.18
	Paramedic	\$26.44	\$27.04	\$27.65	\$28.25	\$28.86	\$29.47
Lieutenant	EMT-B	\$26.44	\$27.04	\$27.65	\$28.25	\$28.86	\$29.47
	EMT-A	\$26.74	\$27.35	\$27.95	\$28.56	\$29.16	\$29.77
	Paramedic	\$27.04	\$27.65	\$28.25	\$28.86	\$29.47	\$30.07
Captain	EMT-B	\$28.13	\$28.74	\$29.35	\$29.95	\$30.56	\$31.16
	EMT-A	\$28.44	\$29.04	\$29.65	\$30.25	\$30.86	\$31.47
	Paramedic	\$28.74	\$29.35	\$29.95	\$30.56	\$31.16	\$31.77

- A. Annual step increases will be assessed within the first pay period following the employee's full-time hire anniversary date contingent upon a satisfactory annual performance review (attached hereto in Appendix D; "Employee Meets or Exceeds Expectations").
- B. All employees will receive annual performance reviews at least 30 days prior to their hiring anniversary date or Merit Date, as contemplated in Article 13, supra.
- C. Fire Department Personnel will be required to pass an annual Physical Fitness Test as (attached hereto in Appendix E).
- D. An employee who fails to obtain a satisfactory performance review or the Annual Physical Fitness test, will be placed on a Performance Improvement Plan (Appendix D-2) in order to provide the employee, the opportunity to improve to a rating of satisfactory or above.
- E. The employee will have 90 days to improve their rating, during which time the supervisor will meet with the employee on a regular basis (not to exceed bi-weekly intervals) to provide feedback on progress. Should the employee achieve a satisfactory rating within the 90-day period the step increase will be granted and made retroactive to the employee's applicable anniversary or merit date. The 90-day period is the maximum allowable timeframe for performance improvement and does not preclude the employee from achieving a satisfactory rating in a shorter period of time.
- F. All Fire personnel are expected to obtain a basic EMT license within twelve (12) months of hire as a requirement of employment. Fire personnel with an AEMT or Paramedic classification must maintain a valid license for said classification. Failure to maintain a valid AEMT or Paramedic license will result in demotion to next lowest classification commensurate with current rank.

§2. Longevity Bonus: Employees who achieve ten (10) years or more of service will receive a longevity bonus paid annually in the pay period during which the firefighter's hire date falls, per the following schedule:

- Years 10-14 = \$500
- Years 15-19 = \$800
- Years 20-24 = \$1,100
- Years 25 and greater = \$1,500

§3. Minimum and Maximum Staffing: If a tour of duty is vacant for any reason, with the exception of sickness, the vacancy when filled must be offered to full-time firefighters first. The Town shall maintain a minimum of three (3) firefighters on duty, and (1) one Paramedic (if available). Per-Diem Paramedic employees shall not count as firefighters on duty for purposes of this article, whether the Paramedic is Pro Board certified as a professional firefighter or not. Fire Department shift staffing levels shall not exceed the the maximum level of 4 (four) total

employees, unless emergency circumstances exist or such deviation is explicitly authorized by the Director of Public Safety.

ARTICLE FIFTEEN – VACATION TIME

Allotment of Vacation Time:

Each permanent, full-time employee at six (6) months of service shall be entitled to a vacation of one (1) week during each fiscal year.

Each permanent, full-time employee at one (1) year or more of continuous service shall be entitled to a vacation of two (2) weeks during each fiscal year.

Each permanent, full-time employee at six (6) Years or more of continuous service shall be entitled to a vacation of three (3) Weeks during each fiscal year.

Each permanent, full-time employee at fourteen (14) Years or more of continuous service shall be entitled to a vacation of four (4) Weeks during each fiscal year.

Each permanent, full-time employee at nineteen (19) years of continuous service or more shall be entitled to an additional eight hours of vacation for each fiscal year in excess of nineteen years up to a maximum of thirty (30) days of vacation.

Scheduling of Vacations: Vacations may be scheduled for any time during the fiscal year in accordance with department practices. Seniority shall govern for the first choice of vacation preference. Employees may split the vacation period, but not more than two (2) weeks may be taken consecutively. When employees have earned three or more weeks of vacation, they may select their third or more weeks only after less senior employees have selected their two (2) week choices.

Re-Scheduling of Vacations: If an employee who has a scheduled vacation wishes to re-schedule that vacation time, the employee may have the vacation period rescheduled with the permission of the Department Head, or designee, but in no way shall the rescheduling of vacation interfere with any other employee's previously selected vacation time period.

Notice of Vacations: Employees in the Fire Department must request vacation time a minimum of three days in advance of taking vacation time, however vacation may be granted without the three-day notice if the firefighter finds his own qualified replacement.

Carry-Over: Employees shall be allowed to carry-over five (5) days of unused vacation time from year to year.

ARTICLE SIXTEEN – PAID LEAVES

§1. Family Death: In the event of death occurring in the immediate family of an employee, the employee shall, upon request, be granted three (3) days of paid leave. Immediate family is limited to: spouse, registered domestic partner, children, parents, siblings, grandparents, and grandchildren, whether by natural heritage or law (in-law). In the event of the death of the employee's spouse, registered domestic partner, child or parent, the employee shall, upon request, be granted two (2) additional days of paid leave. The need for additional time shall be with the approval of the Town Manager.

Town employees shall, upon request, be granted up to one day of paid leave to attend the funeral of an aunt, uncle, niece, or nephew.

Attendance at the funeral of friends or other family relatives shall be with the approval of the Department Head and the use of accrued vacation leave.

§2. Jury Duty: Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service. Employees shall be paid their regular wages for each day of jury service. Any compensation the employee receives from the judicial system must be turned over to the Town.

§3. Civic Duty: Employees who are required to appear before a court or other public body on any matter not related to their work and in which they are not personally involved (as a plaintiff or defendant), and the employees appointed to Town Committees by the Town Council, may request a leave of absence with pay (as set forth in the following paragraph) for the period necessary to fulfill their civic responsibilities. The duration of the period shall be predetermined by the Manager or Supervisor.

Employees shall be paid their regular wages for each day of service that was predetermined. Any compensation the employee receives from the judicial system must be turned over to the Town. If an employee is personally involved, a leave of absence shall be granted without pay. If an employee is convicted of a crime or felony, this may be considered as a cause for dismissal, at the discretion of the Town Manager and/or Town Council.

Employees shall be selected without regard to political consideration, shall not be required to contribute for any political purpose, shall not hold nor is a candidate for any public office or position and shall not be a member of any local, state, or national committee of a political party.

ARTICLE SEVENTEEN – CALL BACK TIME

- §1. Call Back Pay Rate: A firefighter who is called to work (“forced”) shall be considered to have worked an extra tour of duty and shall be compensated at the rate of one and one-half times his regular wage, regardless of other hours worked in that pay period.
- §2. Three Hour Minimum Pay: Any Fire Department employee called back to work shall receive a minimum of three (3) hours pay at one and one-half times the base hourly rate of pay for the work for which they are called back. This section applies only when callback results in hours which are not annexed consecutively to one end or the other of the working day shift. This section does not apply to scheduled overtime, call-in times annexed to the beginning of the workday or work shift, not to holdover times annexed to the end of the shift of workday. Callback time shall be used only for the purpose for which the employee was called back.
- §3. Force List: The Fire Department will maintain a list of firefighters to “force” staffing of a vacated shift when necessary. The list will be organized by considerations, including, but not limited to, recent overtime hours worked, seniority and scheduled vacation time (in no particular order) and shall be managed at the department’s discretion so long as it does not unreasonably interfere with the best interests of the town or the Fire Department members.
- §4. Force on a Vacation: If a firefighter is called back to work (forced) during a scheduled vacation day, the firefighter shall NOT be charged for the vacation day, shall receive an additional personal day to use within one year of the call back, and shall be compensated at the rate of one and one-half times their regular wage, regardless of other hours worked in that pay period.
- §5. Call-Back During A State of Emergency: A firefighter who works, whether it be a scheduled shift or call-back, during a State of Emergency shall be compensated at the rate of one and one-half times their regular wage, regardless of other hours worked in that pay period. A State of Emergency shall be defined as any one of the following conditions: A State of Emergency is declared by the Federal, State, County or Town government, or, the Winslow town office is closed for any part of day on account of inclement weather or other emergency.
- §6. Inter-facility Transfers: Inter-facility transfers shall not be considered call-backs for purposes of this agreement. Compensation and other terms relating to inter-facility transfers shall be outlined in a separate agreement between the Town and the Union, to be negotiated at a future point.

ARTICLE EIGHTEEN – INSURANCES & RETIREMENT

- §1. Worker's Compensation in accordance with State of Maine Statutes will be provided by the Town.

§2. The Town will provide a high-level group insurance plan as provided by MMEHT, (Maine Municipal Employee's Health Trust). The plan is the PPO-500 plan. The Town will make the following contributions to the cost of providing such a plan:

Employee Health Cost Only 100% Employee's Dependents Health Cost 60% Employee Only Dental Cost 100%

The Town will contribute 100% of the employee's single health insurance coverage and 60% of the difference between the full single premium and that of dependent coverage for employees requesting dependent coverage.

The Town will establish and maintain a Health Reimbursement Accounts (HRA) for those employees enrolled in the PPO-500 plan. At the beginning of each new plan year, the Town shall make available to each employee a sum of \$1,500 for those with single coverage or \$3,000 for those with dependent coverage. If an employee changes coverage during the year due to a qualifying event, the benefit shall be prorated accordingly.

An employee who has the ability to have insurance coverage from another source, and can demonstrate the same to the Town, may elect to go off of the coverage offered by the Town. Such employees shall receive, on a monthly basis, a sum equal to \$115.39 per pay period. The selection may be made at the beginning of each plan year or upon a qualifying event, which includes the gain or loss of another source of health care coverage. The payment made here in lieu of insurance will not prevent the employee from re-enrolling in the Town's health insurance plan at a later date.

§3. The Town will pay the difference between Workers' Compensation and the employee's usual gross pay when an employee is disabled from a duty connected disability arising out of or in the course of his/her employment until an employee comes back to work or is placed on disability retirement. This shall be accomplished by the employee relinquishing his/her worker's compensation checks to the Town, while the Town continues to make regular payments to the employee by way of payroll.

§4. The Town shall provide the proportional share of payment for the Old Age Survivors and Disability Insurance (Social Security) coverage for its eligible employees.

§5. Fire department employees will be given the opportunity to participate in MainePERS as stated below or the Mission Square plan with the Town matching the employee's contribution up to a total of nine percent (9%) of his regular compensation. Regular compensation excludes any overtime wages.

Beginning July 1st, 2024, the Town will offer Special Plan 3C (referred to during negotiations as "two thirds retirement plan") for all Fire Department employees. The FY2025 Employee Contribution for this plan shall be 9.2% and the FY2025 Employer

Contribution amount shall be 12.8%. Fire Department employees previously enrolled in Special Plan 2C will be automatically enrolled in Special Plan 3C, effective July 1st, 2024.

ARTICLE NINETEEN – OVERTIME RATE OF PAY

- §1. Contractual Overtime: Employees work a fifty-six (56) hour average workweek (herein referred to as “regular hours” or “regular tours”) for which they shall be paid at their regular wage, straight time, for fifty-two (52) of those hours and a rate of time and one-half (1½) times the employee's regular hourly rate for the remaining four (4) of their regular hours (herein referred to as “contractual overtime”).
- §2. Regular Overtime: Time and one-half (1½) the employee's regular hourly rate of pay shall be paid for hours worked over the employee’s regular tours, associated with their 56-hour average workweek (herein referred to as “regular overtime”). For the purposes of this section, "hours compensated for by sick leave" shall not be computed as time worked for overtime purposes.
- §3. Compensatory Time: At the employee's option, any hours worked or compensated at a rate of time and one-half may be accrued as compensatory time to be utilized at a mutually agreeable time.

The number of earned hours accrued as compensatory shall be limited to 66 hours (99 regular hours). All compensatory time accrued shall be paid to the employee in his/her final paycheck when they terminate employment. A request for "Compensatory Time" must be submitted to the supervisor at least twenty-four (24) hours in advance for approval. An employee may elect to be paid up to 40 hours (60 regular hours) of accrued compensatory time during a calendar year.

ARTICLE TWENTY – DISCIPLINE & DISCHARGE

- §1. Discipline: Disciplinary action or measures shall include only the following:
- Oral Reprimand
 - Written Reprimand
 - Suspension (notice to be given in writing) with or without pay or benefits
 - Discharge without pay and benefits

The order and sequence of the above shall not be construed to mean that each step must be followed prior to a discharge depending on the severity of any offense.

Regular full-time permanent employees called in to meet with management on the employee's own time shall be paid two (2) hours straight time for reporting plus time and one-half (1½) for time spent in meeting. This time is not to be counted on overtime or call-in list.

Disciplinary action may be imposed upon an employee for failing to fulfill his responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the Town has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the Public. Disciplinary action may also be imposed in cases of insubordination.

Actions involving reprimand, whether it be oral or written, shall be stricken from the employee's personnel file after twelve (12) months if no further disciplinary actions have been taken which relate to the subject-matter of the initial reprimand.

- §2. Discharge: The Town shall not discharge an employee without just cause. If, in any case, the Town feels there is just cause for discharge, the employee involved will be suspended for five (5) days, without pay and benefits. The employee and his Steward will be notified in writing that the employee has been suspended and is subject to discharge.

Notice to be sent by Town Manager's office. The Union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

An employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

ARTICLE TWENTY-ONE – SETTLEMENT OF DISPUTES

- §1. Grievance Process: Should the Union, or one of its unit members, feel aggrieved concerning the interpretation or application by the Town of any provision of this Agreement, the Union may seek adjustment of any grievance as follows:
- A. Step 1. Shop Steward and aggrieved employee shall take up the grievance with the Department Director or designee. If unable to resolve the grievance orally, a written grievance is presented to the Department Director or designee, who must then answer the grievance in writing within ten (10) working days.

Step 2. Ten (10) working days after the written response of the Unit Supervisor is due, the Union Representative shall take the matter up with the Town Manager or his/her designee.

Step 3. In the event that the decision of the Town Manager as rendered pursuant to Subsection (c) hereof is not acceptable to the Union, the Union may, within ten (10) working days, file a request with the Maine Board of Arbitration & Conciliation for arbitration of the grievance.

- B. The decision of the Arbitrator(s) shall be final and binding on the parties and the Arbitrator(s) shall be requested to issue the decision within thirty (30) days after the conclusion of testimony and final argument. Expenses for the Arbitrator's services and the proceedings shall be borne equally by the Town and Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made providing it pays for the record and makes copies available without charge to the other party and to the Arbitrator.
- C. The time limits for the processing of grievances may be extended by written consent of both parties.
- D. All grievances shall be initiated not later than thirty (30) days after the occurrence of the event or the first knowledge of the event giving rise to the grievance [forty-five (45) days if economic issues are involved].
- E. Should the Town feel aggrieved as the result of the interpretation or application by the Union of any provision in this Agreement, the Town may seek adjustment of said grievance in the foregoing manner, except that the procedure may be initiated at Step 3, in §1(A), supra.

§2. Labor Management Meetings: Conferences between representatives of the Town and up to three (3) members of the Unit may be arranged by mutual consent of the parties to discuss matters of mutual concern including methods of improving the relationship between the parties (but not to include amendment of this Agreement). Such meetings, including the preparation of a written agenda, shall be planned in advance and shall be held at hours mutually agreed upon by the parties. Employees acting on behalf of the Unit shall suffer no loss of time or pay should such meetings fall within the regular work hours.

§3. Processing Grievances During Working Hours: - The Shop Steward may investigate and process grievances during working hours, without loss of pay, not to exceed thirty (30) minutes per grievance, and not to exceed three (3) hours per week for all grievances, except by the permission of the Department Head.

ARTICLE TWENTY-TWO – SUBCONTRACTING OF WORK

The Town agrees that there will be no contracts or subcontracts entered into which would cause layoffs in either Department during the life of this Agreement.

ARTICLE TWENTY-THREE – NONDISCRIMINATION

- §1. Non-Discrimination Generally: The Town and the Union agree not to discriminate against any individual with respect to compensation, terms, or conditions of employment because of such individual's race, color, religion, sex, national origin, age, or physical handicap except as any of these factors may be bonafide occupational qualifications. Neither shall the Town or Union limit, segregate, nor classifies employees in any way to discriminate, deprive an individual employee of employment opportunities because of race, color, religion, sex, national origin, age, or physical handicap.
- §2. Use of Gender Specific Pronouns: The use of male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees, but is intended to refer to all employees in job classifications, regardless of sex.
- §3. Discrimination Based on Union Membership: The Town agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Town or any Employer Representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.
- §4. Non-Discrimination of the Bargaining Agent: The Union recognizes its responsibilities as Bargaining Agent and agrees to represent all employees in the Bargaining Unit without discrimination, interference, restraint, or coercion, whether all employees are Union members or not.

ARTICLE TWENTY-FOUR – UNION BULLETIN BOARDS

The Town agrees to permit suitable space for bulletin boards in convenient places to be used by the Union.

The Union shall limit its posting of notices and bulletins to such bulletin boards as permitted and as approved by the Manager or the Supervisor.

Items so posted will not be of a controversial nature or in any manner be a reflection upon any personality of a person within or without the employment of the Town and will not be of a partisan political nature.

ARTICLE TWENTY-FIVE – UNION ACTIVITIES ON THE TOWN'S TIME & PREMISES

The Town agrees that during working hours, on the Town's premises, and without loss of pay, Union representative shall be allowed to post union notices, distribute union literature, solicit union membership during other employees' non-working time, transmit communications to the Town's authorized representatives approved by the Union; consult with the Town's authorized representatives, local union officers, or other union representatives (Field Representatives) concerning the enforcement of this Agreement.

The foregoing shall be subject to the same three (3) hour per week limitation set forth in ARTICLE 21 §3, supra.

Any Negotiation Team Member shall be allowed to participate in the negotiations process during their scheduled work hours without loss of pay or benefits. It is understood that in emergency situations it is probable that employees may be called away to handle such situations and it may become necessary to cancel and reschedule sessions if there is no Negotiating Team Representative available for a department.

ARTICLE TWENTY-SIX – VISITS BY UNION REPRESENTATIVES

The Town agrees that accredited representatives of the International Association of Firefighters, whether local Union representatives, district Council representatives, or international representatives, shall have full and free access to certain premises of the Town at times during working hours to conduct Union business providing management is properly notified, and provided work services are not disrupted.

ARTICLE TWENTY-SEVEN – WORK RULES

- §1. The Town retains all right and authority to manage and direct its employees, except as otherwise specifically provided in this Agreement, including, but not limited to the provisions of ARTICLE 5, supra.

- §2. The Town may adopt rules for the operation of the departments and the conduct of its employees, provided such rules do not conflict with any of the provisions of this Agreement.
- §3. Rules and changes shall become effective immediately after being posted for ten (10) days excepting those that are to cover emergencies, in which instance they will become effective immediately.
- §4. Employees shall be notified in writing of a change in rules, or adoption of new rules, within thirty (30) days of adoption.
- §5. The employees shall comply with all existing reasonable rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.
- §6. Any unresolved complaint as to the reasonableness of any new or existing rules, or any complaint involving discrimination in the application of new or existing rules, shall be resolved through the grievance procedure.

ARTICLE TWENTY-EIGHT – UNIFORMS AND PROTECTIVE CLOTHING

- §1. Uniforms and PPE generally: Uniforms, protective clothing, or any type of protective device shall be furnished to the employee by the Town; the cost of maintaining the uniform or protective clothing in proper working condition (including tailoring, dry cleaning, and laundering) shall be paid by the Town if maintenance allowance is not provided by the Town.
- §2. Initial Uniform Provision and ongoing Clothing Allowance: The Town will provide the initial uniform for all new employees. The initial uniform will consist of three (3) polo Shirts, three (3) EMS pants, two (2) T shirt, two (2) long sleeve polo shirts, one pair of Station boots, one duty belt and one job shirt (sweatshirts). The Town will replace any clothing damaged in performance of their duties. The Town agrees to allow each full-time firefighter a one thousand dollar (\$1,000) clothing allowance each year of this agreement.

This clothing allowance will be used to maintain their uniform at a level acceptable to the Fire Chief and may be used to purchase uniforms and accessories associated with job performance. Newly hired firefighters will receive their first clothing allowance after completion of their probationary period (and any extensions thereto) at an amount pro-rated for the remainder of that fiscal year, from the first day of the month in which the firefighter is taken off probation.

- §3. Turnout Gear: The Town agrees to furnish each full-time permanent fire fighter with two (2) O.S.H.A. and/or A.M.S.I. approved turnout coats, turnout pants and suspenders, gloves, helmets, driver boots, and hoods.

ARTICLE TWENTY-NINE – WAIVER CLAUSE

Both the Town and Bargaining Agent, having had the opportunity to make requests and proposals in negotiations which preceded this Agreement, waive their right to further negotiation, during the life of this Agreement, or on any item, covered or not covered by this Agreement, except by mutual agreement, as per the terms of article THIRTY-NINE – MODIFICATION OF AGREEMENT, infra, which "mutual agreement" will not be negotiated if either party refuses.

ARTICLE THIRTY – NO STRIKE

There shall be no stoppage of work or slowdown by the Union or any lockout by the Town of Winslow during the life of this Agreement. In the event of wildcat strike or slowdown, Management may, at its discretion, suspend without pay and benefits any/or all employees engaged directly or indirectly in the strike or stoppage or slowdown and have others in their place, subject to review with Union. If an employee refuses to perform any duty or fulfill his responsibility, Management may suspend or discharge said employee immediately, without pay and benefits, subject to review with Union, providing said work is not of a hazardous nature.

This section shall include, but not necessarily be restricted to, engaging in, encouraging, suggesting, sanctioning, or any other direct or indirect supporting of any strike, slowdown, mass resignation, absenteeism, picketing or any action or non-action, which causes slowdown, stoppage, or any interference with work of the Town or any other employee during the life of this contract.

ARTICLE THIRTY-ONE – SAVING CLAUSE

If any provision of this Agreement shall be contrary to any law, such invalidity shall not affect the validity of the remaining provisions. The Town and the Union agree to meet and negotiate a replacement clause within thirty (30) days of the declaration of invalidity of such clause.

ARTICLE THIRTY-TWO – HEALTH AND SAFETY

The Union recognizes the right of the Town to establish reasonable rules and regulations for the safe, sanitary and efficient conduct of the Town's business and reasonable penalties for the violation of such rules and regulations.

The Town is responsible for meeting safety standards which are considered to be minimum standards required by the Occupational Safety and Health Act of 1970, as amended, as well as all other applicable Federal and State laws. Noncompliance with the act may result in fine and penalty to the Town.

Proper safety devices shall be provided by the Town for all employees engaged in work where such devices are necessary. Such devices, where provided, must be used as intended.

If a member of the unit deems his vehicle or equipment to be unsafe, he/she shall notify his superior who, in turn, shall arrange for or conduct and appropriate inspection and shall determine whether the vehicle or equipment is safe for use.

Any employee involved in any accident shall immediately report to his immediate, non-unit superior said accident and any physical injury sustained. Said report will be made on a proper form provided by the Town.

It shall be the responsibility of any employee having custody of any equipment and property to see that it is properly cared for, kept clean, and returned to its place of storage after use.

It shall be the responsibility of the Fire Department, to maintain compliance with Maine BLS and OSHA standards in its day-to-day operations. If any employee believes he/she lacks to necessary tools, infrastructure, policy mechanisms or any other means of complying with Maine BLS or OSHA standards, he/she shall immediately notify their supervisor of such deficiency. If, after following the appropriate chain-of-command, Fire Department management believes that such a deficiency in the Department's ability to comply with the above-referenced standards does indeed exist, they will notify the Town of such deficiency and the Town will consider next steps on a case-by-case basis.

ARTICLE THIRTY-THREE – RESIDENCE PROXIMITY REQUIREMENT

Newly hired Fire Department employees are required to live within 60 minutes (measured under ordinary driving conditions at lawful speeds) of their respective place of employment and must maintain this requirement throughout their employment with the Town. This requirement must be met within the first six months of employment.

ARTICLE THIRTY-FOUR – DESCRIPTIONS

Appendix "A" of this agreement includes job descriptions for Fire Department employees.

ARTICLE THIRTY-FIVE – EMPLOYEE TRAINING

§1. Employee-Initiated Training: Subject to the approval of the Deputy Chief, employees may elect courses or programs to further their education or professional development. Credit hour courses in a degree program will be considered Employee-Initiated and will be paid out of the department training budget. The number of employees allowed to participate per semester will depend on the funds available.

Course/tuition reimbursement requires pre-approval with preference given to employees taking courses that relate directly to their current positions and remaining funds to employees taking courses to improve skills for career advancement purposes.

In order for more employees to be eligible for tuition reimbursement, the Town will reimburse an employee up to \$500. Employees will be reimbursed for pre-approved courses upon successful completion of the course(s) according to the following schedule:

A, B or C - 100% of the tuition rate

D, E, F, Incomplete - 0% of the tuition rate

Textbooks and all other expenses are the responsibility of the employee.

Requests for course/tuition reimbursement shall be submitted to the Town Manager prior to enrolling to ensure adequate funding is available.

§2. Town-Funded Training: Employees who accept the opportunity to attend training, certification courses or licensing courses that are paid in whole by the Town will be required to:

- Attend all classes as scheduled
- Maintain a passing grade (a C or above for college coursework or a rating of "pass" for certifications and licensure)
- Commit to a period of 1 additional year of employment for each \$1,000 of Town Investment up to a period of 5 years after achieving said degree, certificate or license.

Employees who fail to maintain a passing grade will be required to reimburse the Town for the cost of tuition/training.

Employees who choose to leave the Town's employment prior to the agreed upon period after completion of training will be required to reimburse the Town for a prorated amount based on

the time remaining in the agreement. This stipulation does not apply if an employee is forced to leave employment due to layoff, termination or other circumstances on the part of the Town that are beyond the employee's control.

ARTICLE THIRTY-SIX – POLITICAL ACTIVITY

While working full time for the Town, employees shall refrain from seeking or accepting nomination or election to any office in the Town government. Town employees shall not circulate petitions or campaign literature for elective Town officials, or in any way be concerned with soliciting or receiving subscriptions, contributions, or political service from any person or for any political purpose pertaining to the government of the Town. This Section is not to be construed to prevent the Town Employees from becoming or continuing to be, or choosing not to be, members of any Political, Religious, Charitable, Social or Benevolent Organization, from attending Political Organizational Meetings, or expressing their views on political matters, or from voting with complete freedom in any election. The Employee shall be granted all political rights as allowed by law.

ARTICLE THIRTY-SEVEN – COPIES OF THE AGREEMENT

The Town agrees to provide each member of the Bargaining Unit one copy of this Agreement.

ARTICLE THIRTY-EIGHT – DURATION OF THE AGREEMENT

This Agreement shall be effective as of July 1st, 2024, and shall remain in full force and effect until June 30th, 2027, unless terminated or modified by mutual consent of the parties hereto in accordance with the terms of ARTICLE THIRTY-NINE, infra.

This agreement shall be automatically renewed in accordance with federal and state labor laws, from month to month thereafter unless either party shall notify the other in writing one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date set forth in the preceding paragraph.

ARTICLE THIRTY-NINE – MODIFICATION OF THE AGREEMENT

The parties hereto may modify or amend this agreement from time to time only if such modification or amendment is mutually agreeable to the parties. If a party hereto wishes to effectuate a modification or amendment of this agreement, they shall request consent of the other party in writing. If such consent is granted, the parties will negotiate in accordance with State and Federal Labor Law and add the resulting modification or agreement (if one is ultimately reached) as an additional Appendix hereto.

ARTICLE FORTY – COUNTERPARTS AND ELECTRONIC SIGNATURES

This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

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SIGNATURES

SO AGREED; in consideration for the mutual covenants and promises contemplated in this agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree to be bound by these terms.

For the Town:

Ellie Benman
Signature
Ellie Benman Town Manager
Name & Title
7/10/24
Date

Witness:

Mr. (GASP)
Signature
LEONARD L. MACDAD (Public Safety Director)
Name & Title
7-10-2024
Date

For the Union:

Wyatt Oliver
Signature
President, Wyatt Oliver
Name & Title
07-10-2024
Date

Witness:

Michael Greenberg
Signature
Michael Greenberg, Sec. Treasurer
Name & Title
07/10/2024
Date

Appendix A-1 – Job Description (Firefighter)

Position Title: Firefighter

FLSA Status: Non-exempt

Reports to:

- Fire Lieutenant
- Fire Captain
- Deputy Fire Chief
- Director of Public Safety

DEFINITION

This is general duty firefighting work in combating, extinguishing, and preventing fires; answering emergency calls; driving fire trucks; and in operation and maintenance of fire department equipment, apparatus and quarters, usually performed under close supervision.

Work of this class involves responsibility for the performance of life and property through the performances of firefighting and rescue activities.

Work may include the operation of apparatus and the performance of hazardous tasks under emergency conditions which may require strenuous exertion.

Although firefighting and rescue work are the most difficult and responsible areas of activity, the major portion of time is spent in drilling and studying firefighting methods and techniques and in routine house duties in the care and maintenance of fire department property and equipment.

Specific orders and assignments are given by a superior officer, both in fighting fires and at the fire station.

Location: Position is located at Winslow Fire Station, 114 Benton Avenue.

EXAMPLES OF WORK

(The following are illustrative of the duties and responsibilities associated with this position and are not intended to be all-inclusive. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment of the position.)

- Responds to fire alarms with a fire unit; drives and operates pump and ladder trucks; operates pumps, aerial ladders and auxiliary equipment; lays and connects hose; holds nozzles and directs fog or water streams; raises and climbs ladders; uses chemical extinguishers, bars, hooks, lines and forcible entry tools.

- Removes persons from danger; administers first aid to injured persons; performs salvage operations such as throwing salvage covers, sweeping water and removing debris.
- Participates in fire trainings and attends classes in firefighting, first aid and related subjects; attends public gatherings to insure observance of fire safety requirements.
- Performs general maintenance work in the upkeep of fire department property; cleans and washes walls and floors; makes minor repairs, washes, hangs and dries hose; washes, cleans and polishes apparatus.
- Cleans and services assigned apparatus and maintains it in a condition of readiness; reports mechanical failures or difficulties to a superior officer.
- Performs related work assignments delegated by the Fire Lieutenant, Fire Captain, Deputy Fire Chief or the Fire Chief as required.
-

EXPERIENCE AND TRAINING

- High school diploma or equivalent
- Must have and maintain a valid Maine Driver's license.
- Equivalent combination of training and experience (some active participation in the Fire Department is preferred).
- Pro Board or IFSAC Certified Firefighter I; meeting NFPA 1001 requirements Maine State or National Register Emergency Medical Technician.
- EVOC certified or equivalent
- ICS 100 and 700 certificates
- Pumps 1 certified, Pumps 2 certification preferred
- Aerial Operation certified, or certification required within six months
- Minimum Hazardous Materials Awareness/ Hazardous Materials Operations certified within one year; meeting NFPA 1072
- KNOWLEDGE, SKILLS AND ABILITIES
- The Firefighter must possess a working knowledge of the street system, the physical layout of the town, its hydrant locations and water distribution system.
- Ability to climb ladders and work at considerable heights.
- Ability to learn a wide variety of firefighting duties and methods within a reasonable working test period.

- Ability to perform the mechanical work involved in operating and maintaining firefighting apparatus, equipment and tools.
- Physical strength and agility and the ability to perform arduous tasks under adverse conditions.

SPECIAL ABILITIES

- The following is a list of equipment used by fire department personnel. The equipment is labeled with approximate weights that a firefighter would have to wear, carry, use or operate.
- Turnout Gear - clothing a firefighter has to wear when responding to any emergency: boots, pants, coat, hood, helmet, spanner; could weigh up to 25 lbs.
- Self-Contained Breathing Apparatus (SCBA) - a firefighter must wear an SCBA when involved with firefighting; 42 lbs.

Tools - a firefighter would, at times, have to carry and/or use the following tools:

- Halligan - 12 lbs
- Fire Axe – 5lbs
- 24 Foot Extension Ladder – 63 lbs,
- Roof Ladder – 43 lbs, 32 lbs
- Fire Extinguishers: CO2 Dry Chemical – 5 lbs

Equipment - a firefighter would, at times, be asked to use, lift and/or carry the following equipment:

- Ventilation Saw 34 lbs
- Ventilation Fan 43 lbs
- Back Tank (filled with water) 53 lbs
- Salvage Cover 31 lbs
- Foam (5 gallon can) 48 lbs
- Deluge Gun (with help) 113 lbs

Hose - a firefighter will, at times, be asked to lift, use, pull and/or carry the following denominations of hoses: 1" booster hose; 1-1/2" attack hose; 1-3/4" attack hose; 2-1/2" attack hose; 4" water supply hose.

100' x 4" hose 98 lbs

200' x 1¾" hose 74 lbs

Supervisory Responsibilities: Regular duty: None; at Emergency Scenes, may lead a crew of firefighters as assigned.

The town may retain an employee in a position for six (6) months to determine if he/she is qualified for said position or job. The employee will be evaluated at three (3) months to identify any area(s) that may need improvement. If said improvements are not made, the employee may be dismissed.

The above statements are intended to describe the general nature and level of work being performed by people assigned to do this job. The above is not intended to be an exhaustive list of all responsibilities and duties required.

Appendix A-2 – Job Description (Fire Lieutenant)

Position Title: Fire Lieutenant

FLSA Status: Non-exempt

Reports to:

- Fire Captain
- Deputy Fire Chief
- Director of Public Safety

DEFINITION

In case of absence of a Fire Captain, this is supervisory and skilled firefighting work in directing the activities of a fire company.

This is semi-skilled manual and technical work in the general area of rescue and lifesaving. Each Fire Lieutenant acts in a self-supervising capacity when on emergency calls and is responsible for providing immediate first aid attention to individual(s); prevent human suffering; remove individual(s) from places, locations, or objects that could cause danger or death; assist with the operation of apparatus and equipment and perform hazardous tasks under emergency condition which may require strenuous exertion.

Although the major portion of the Fire Lieutenant's time is spent drilling, studying rescue and firefighting techniques, caring for and maintaining rescue and firefighting equipment, and other routine duties, work involves the responsibility of protecting life and property through the performance of rescue and firefighting activities.

Location: The position is located at Winslow Fire Station, 114 Benton Avenue.

EXAMPLES OF WORK PERFORMED

(The following are illustrative of the duties and responsibilities associated with this position and are not intended to be all inclusive. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment of the position.)

Respond to rescue calls, fire alarms and hazardous materials incidents, along with other fire department units; respond to calls for rescue from other departments and agencies; must be proficient in operating all department power equipment including reciprocal saws, port-a-power hydraulic ram, ventilating equipment, , airbags, splints, Hurst & Holmatro hydraulic rescue tools, high angle and below grade rescue equipment, and all department owned watercraft.

Remove persons from danger; administer first aid to injured persons; perform salvage operations; attend classes in rescue and evacuation work; participate in rescue drills, fire and related subjects; give courses of instruction when called upon to do so on equipment for both rescue and fire apparatus; clean and service assigned apparatus and maintain it in a condition of readiness; report mechanical failures or difficulties to supervisors; perform related work as required.

Assist other fire department members in general firefighting work in combating, extinguishing and preventing fires; operate pumps and auxiliary equipment; lay and connect hoses; hold nozzles and direct fog or water streams.

Performs related work assignments delegated by the Fire Captain, Deputy Fire Chief or the Fire Chief.

EXPERIENCE AND TRAINING

- 5 years as a career firefighter in the Fire Department with a minimum of 1 year as a career firefighter for the Town of Winslow
- High school diploma or equivalent
- Current Maine State or National Registry EMT License
- Pumps I & II Certification
- ICS 300 and 400.
- Pro Board or IFSAC Certified Firefighter I and II; meeting NFPA 1001 requirements
- Pro Board or IFSAC Certified Instructor I; meeting NFPA 1041 requirements
- Pro Board or IFSAC Certified Fire Officer I; meeting NFPA 1021 requirements
- Pro Board or IFSAC Certified Hazardous Materials Technician; meeting NFPA 1072 requirements
- Certified Water Rescue Technician
- Proficient in Computer Skills
 - Image Trend (ME Fire & MEMS Reporting)
 - Microsoft Office (Word, Excel)

KNOWLEDGE, SKILLS AND ABILITIES

Retain Proficient Knowledge of street system and physical layout of the town as well as most hydrant locations. Knowledge of the streets in the surrounding communities is preferred; ability to keep simple clerical records; ability to understand and follow moderately complex oral and written instructions; ability to think clearly and act quickly in emergency situations; ability to drive and operate all fire department apparatus; ability to type short reports; considerable knowledge of the types and use of rescue and fire department equipment; ability to secure all applicable licenses issued by the town and state to become a certified EMT.

Ability to pass courses in first aid, rescue, extrication and casualty handling and be able to expertly apply training and knowledge derived from these courses; ability and knowledge to supervise rescue operations in emergency situations; must have working knowledge of applicable town and state ordinances governing rescue and fire department operations; ability to pass Emergency Medical Training courses and receive certificates at the level; ability to effectively lead and direct firefighters with responsibility for participating in all firefighting activities and fire department training Ability to follow the chain of command, promote harmony within the ranks and cooperate with other officers and firefighters.

SPECIAL ABILITIES

(same as Firefighter Above)

Supervisory Responsibilities: Must be able to fill-in and accept the duties and responsibilities as a Fire Captain if temporarily assuming that position. This position includes working "hands on" with subordinate officers and firefighters at emergency scenes and department trainings.

Appendix A-3 – Job Description (Fire Captain)

Position Title: Fire Captain

FLSA Status: Non-exempt

Reports to:

- Deputy Fire Chief
- Director of Public Safety

DEFINITION

This is supervisory and skilled firefighting work in directing the activities of a fire company and/or shift in firefighting, in driving and operating pump and ladder trucks, in the maintenance of stations, vehicles, equipment, in personnel, clerical work, training and long range training programs, and equipment response.

Under the general regulations of the department and the directions of a superior officer, a fire captain has direct command over a number of firefighters in an assigned shift, and has responsibility for the effective combating of fire, unless otherwise directed or relieved of command by a superior officer, and he/she exercises direct supervision over the men of his unit, with responsibility for participating in all firefighting activities and ensuring the safety of all personnel involved. The work is performed in accordance with the departmental regulations and is subject to review by the Fire Chief, but it requires the use of considerable independent judgment and the ability to think quickly and to make sound decisions in emergencies.

Employees of this class also drill and instruct their subordinates.

Location: The position is located at the Winslow Fire Station, 114 Benton Avenue.

EXAMPLES OF WORK

(The following are illustrative of the duties and responsibilities associated with this position and are not intended to be all-inclusive. The omission of specific statements of duties does not

exclude them from the position if the work is similar, related or a logical assignment of the position.)

Responds to fire alarms during assigned shift; drives and operates rescue, pumps and ladder trucks; determines what equipment and apparatus will be used; makes decisions as to the best methods of extinguishing fires; directs firefighters at work until relieved of command by a superior officer; directs salvage operations; acts as first in command of all firefighting operations until relieved by the Fire Chief and/or a superior officer.

Makes regular inspections, during assigned shift, of personnel, quarters, equipment and records, and reports on conditions, making recommendations of repairs or maintenance. Participates in fire training activities, including drills, lectures, demonstrations and other instructional methods. At the station, in the absence of a superior officer and as assigned, supervises administrative details, recommending discipline; makes requests for repairs, equipment, and supplies; review company activities, personnel, and operations, and makes recommendations.

Supervises the keeping of fire apparatus and equipment in readiness; inspects apparatus and equipment to determine need for maintenance and repair work.

May conduct field inspections of structures and incinerators pertaining to fire prevention in accordance with fire safety laws; supervises, as directed, the laying of hose, operation of vehicles, equipment and personnel, directing water streams and pressures, placing ladders, ventilating buildings, placing of salvage covers; coordinates rescue work with rescue unit drivers.

Respond to rescue calls, fire alarms and hazardous materials incidents, along with other fire department units; respond to calls for rescue from other departments and agencies; must be proficient in operating all department power equipment including reciprocal saws, port-a power hydraulic ram, ventilating equipment, airbags, splints, Hurst & Holmatro hydraulic tools, high angle and below grade rescue equipment, and all department owned watercraft. Remove persons from danger; administer first aid to injured persons; perform salvage operations; attend classes in rescue and evacuation work; participate in rescue drills, fire and related subjects; give courses of instruction when called upon to do so on equipment for both rescue and fire apparatus; clean and service assigned apparatus and maintain it in a condition of readiness; report mechanical failures or difficulties to supervisors; perform related work as required.

Prepares personnel records and fire reports regarding pay records, etc., supplies, inventories, purchases, and other matters pertaining to company or shift and its equipment.

Performs related work assignments delegated by the Fire Chief or the Deputy Fire Chief.

EXPERIENCE AND TRAINING

Equivalent combination of training and experience (8 years of active participation in the Fire Department with at least 3 years at the supervisory level. Must have served a minimum of 2 years as a career Lieutenant for the Town of Winslow).

High school diploma or equivalent

Fire Science Associates degree or higher preferred, but not required

Current Maine State or National Registry EMT License ICS 300 and 400

Pro Board or IFSAC Certified Firefighter I and II; meeting NFPA 1001 requirements Pro Board or IFSAC Certified Instructor I and II; meeting NFPA 1041 requirements

Pro Board or IFSAC certified Fire Officer I and II, Fire Officer III and IV preferred; meeting NFPA 1021 requirements Pro Board or IFSAC Certified Hazardous Materials Technician; meeting NFPA 1072

KNOWLEDGE AND SKILLS

- Thorough knowledge of modern firefighting methods and equipment and of fire prevention methods.
- Thorough knowledge of the geography of Winslow, including the location of streets, fire hydrants, and major fire hazards.
- Thorough knowledge of the operation and maintenance of the various types of apparatus and equipment used by the fire department and ability to supervise the effective use of apparatus and equipment.
- Thorough knowledge of departmental policies and regulations and of the laws and ordinances effecting fire department operations. When not being directly supervised, must have the ability to analyze situations correctly and quickly and to adopt effective courses of action, giving due regard to surrounding hazards and circumstances.
- Ability to direct the planning, assignments, instructions and the work of subordinate employees under standard operating conditions and emergency conditions.

- Ability to establish and maintain effective working relationships with subordinates, other town officials and the general public.

SPECIAL ABILITIES

(same as Firefighter)

Supervisory Responsibilities: Assumes direct command of firefighters in an assigned company or shift. Supervise all operations and activities on the shift.

Appendix B – Promotional Procedure

Phase 1 - Lateral Transfer

A vacancy will be posted initially for a minimum of 10 calendar days to allow for lateral transfer of fire officers at the same classification, (i.e., A-Shift Captain moving to the 8-Shift Captain's vacant position). (See Figure 1 below)

Phase 2 - Promotional Procedure to fill vacancy

After acceptance or the declination of officers at the same classification to move, the vacancy will be posted for subordinate officers' consideration. This posting will include a projected schedule of events that make up the entire testing process and will be posted for at least 30 calendar days. Applicants for promotional consideration must respond within that time period by submitting a "Bid Form" that will be provided. (See Figure 2 below.)

Any overtime created by the vacancy shall be filled as per the terms of this bargaining agreement.

Testing for a promotional vacancy shall be as follows:

Written Test- A written essay test will be reviewed and scored by two people; one chosen by the Fire Chief and one chosen by the bargaining unit using the scoring matrix utilized by the Maine Fire Department Institute at the Maine State Fire Officers Academy. Evaluators may not be employees of the Winslow Fire Department or related to any of the candidates. The identity of the candidates will not be revealed to the evaluators. The written test will be conducted on computers, with data saved on "thumb drives" to facilitate the emailing to the two evaluators. The written test will contain five (5) questions and will be limited to three (3) hours.

(This step counts as 45% of the total score)

Oral Board - An Oral Interview Board will consist of six members:

- (1) The Director of Public Safety
- (1) The Deputy Fire Chief
- (3) The Shift Captain from each shift in the Winslow Fire Department, or next highest ranked officer from a shift if Captain is unavailable.
- (1) A representative selected by the Town Manager, presumably the Director of Human Resources

The Oral Board will take turns asking the same nine (9) questions to candidates. Question #10 will be valued from 1 - 10 based upon the evaluators impression of how the candidate performed, and how well the candidate will fit into the role of Senior Officer at the WFD. Several of these questions will be "Situation" based to test the reaction to various scenarios that may be encountered as a Fire Officer. Scores for each question will have a maximum score of ten (10). Scored Evaluator sheets will be added to obtain a total score for each candidate.

* Interviewers may not be related to any of the candidates for the promotional vacancy. **
Additional members may be added to the panel if the Union and Town agree.

(This step counts as 45% of the total score.)

Seniority shall be calculated with each year of full time service with the town counting as one point per year up to a maximum of twenty points

(This step counts as 10% of the total score.)

In the event of a tie score, the Deputy Fire Chief and Director of Public Safety will make the final decision for the promotional vacancy. This decision will not be subject to the grievance procedure. In the event an employee is selected and assigned to fill the vacancy, that employee may, within fifteen (15) calendar days, elect to return to his/her previous position if he/she so desires. The town may retain an employee in a position for six (6) months to determine if he/she is qualified for said position or job. The employee will be evaluated at three (3) months to identify any area(s) that may need improvement. If said improvements are not satisfactory, the employee will be demoted to his/her previous rank. The employee may elect to return to his/her previous position withing fifteen (15) calendar days if desired.

Appendix C – Previous Agreement

A copy of the previous agreement between the Town and the former bargaining Agent, covering the period of July 1st, 2021 through June 30th, 2024, is incorporated into this agreement by reference and a copy is attached hereto. Both parties to this agreement stipulate that a physical copy of the previous agreement need not be attached at the time of execution.

Appendix D – Performance Appraisal Process

The same Performance Appraisal Process documents included in the previous agreement, referenced above in Appendix C, is hereby incorporated into this agreement by reference and is attached hereto. Both parties to this agreement stipulate that a physical copy of the previous agreement need not be attached at the time of execution.

Appendix E – Physical Fitness Exam

The same Physical Fitness Exam documents included in the previous agreement, referenced above in Appendix C, is hereby incorporated into this agreement by reference and is attached hereto. Both parties to this agreement stipulate that a physical copy of the previous agreement need not be attached at the time of execution.