ORIGINAL

AGREEMENT BETWEEN THE TOWN OF SANFORD AN THE SANFORD/SPRINGVALE CALL FIREGIGHTERS INC 7/1/2010-6/30/2013

SECTION I

DEFINITIONS

The terms used in this Agreement shall have the same meanings as those terms are defined in the Rules and Regulations of the Sanford Fire Department.

SECTION II

RECOGNITION

Sanford/Springvale Call Firefighters, Inc., shall serve the Town of Sanford for the purpose of fire prevention, extinguishment, and the protection of life and property from fire and or other disaster.

The Town shall recognize the Board of Directors of Sanford/Springvale Call Firefighters, Inc. as the agent of Sanford/Springvale Call Firefighters, Inc., The Board of Directors shall have the authority to negotiate a written agreement with the Town for firefighting services, including fees and benefits to be paid to Sanford/Springvale Call Firefighters, Inc., subject to ratification of its membership.

SECTION III

APPOINTMENTS

The Town of Sanford shall be the hiring authority for all members of the Sanford Fire Department through the Personnel Department. The Town shall conduct a hiring process for the Call Department under the following conditions:

A. Whenever the Town has ten or more applications for the Call Department on file.
B. Whenever the Town conducts a hiring process for full-time firefighters.
C. The Town shall conduct at least one hiring process annually for the Call Department if there are at least two applicants.

Any person having resigned while in good standing may be reappointed upon successfully passing a medical examination by a physician.

Call Division members considered for full time employment with the Sanford Fire Department, when qualifications are equal, will be given preference in the hiring process.

SECTION IV

DISCIPLINARY ACTION

Disciplinary action may be initiated by the Officers of the Sanford Fire Department. The applicable Personnel Policies of the Town of Sanford and the Sanford Fire Department Rules and Regulations will be used as a guide. All Disciplinary action, in as much as possible, should follow an established chain of command.

SECTION V

APPEALS

Appeals shall follow Town Personnel Policies, copies of which shall be provided.

SECTION VI

EQUIPMENT

All items currently assigned to, or belonging to, the Sanford/Springvale Call Firefighters, Inc., as represented on the attached inventory lists, are recognized as property of Sanford/Springvale Call Firefighters, Inc.

Required equipment to perform emergency operations shall be provided by the Town of Sanford and maintained by the Town in adequate condition.

The Fire Chief shall provide an area for Sanford/Springvale Call Firefighters, Inc., similar to those available now, to store and maintain any items being property of Sanford/Springvale Call Firefighters, Inc. Said room shall be secure to members only, provided, the Fire Chief or his designee may inspect the same on reasonable advance notice. Any items dispersed from this room shall be done through Sanford/Springvale Call Firefighters, Inc.

The Town of Sanford shall provide and maintain all Sanford/Springvale Call Firefighters, Inc. radio communications equipment.

SECTION VII

TRAINING

The Town shall provide and fund training for members of Sanford/Springvale Call Firefighters, Inc., as directed by the Fire Chief including CPR training and recertification.

The Town of Sanford shall provide training every month as so designated by the Fire Chief.

Members who attend outside courses of instruction may have these courses credited towards their monthly training if approved in advance by the Fire Chief.

Sanford/Springvale Call Firefighters, Inc., shall have the opportunity to use the Fire Apparatus and Equipment for Training at the respective Stations with prior approval from the Fire Chief.

All Call Firefighters are annually required to attend all Bureau of Labor Standards (BLS) mandatory training and at least thirty (30) hours of approved training. Failure to meet these training requirements may result in the automatic suspension of the call firefighter and appropriate disciplinary action.

SECTION VIII

APPARATUS

Any qualified Call Firefighter shall operate apparatus when requested to do so by a superior officer and remain with said apparatus until ordered to do otherwise by a superior officer.

COVERAGE

The Fire Chief of the Town of Sanford shall make every effort to maintain a Call Force of, up to, 40 Firefighters but not less than fifteen

If the number of Call Firefighters falls below fifteen (15) the Town shall adjust the annual payment to Sanford/Springvale Call Firefighters, Inc. by reducing the annual payment by a sum equal to $1/15^{th}$ of the annual payment for each vacant position below fifteen, prorated for the number of months remaining in the contract year provided the Town has complied with Section III of this contract.

RESPONSE

Annually each member of the Sanford/Springvale Call Firefighters, Inc shall respond to a minimum of 27% of all signals 6 and 21. Attendance at a training session described in section VII of this contract shall be considered as a call for the purpose of meeting the 27% minimum.

Failure to meet this minimum requirement shall result in a reduction in the annual contract payment of $50 for each 1% below the minimum of 27% for each firefighter that does not meet the minimum. This reduction in payment shall be withheld from the second annual payment.

The Fire Chief of the Town of Sanford may make allowances for absences due to injury, illness or other extenuating circumstances. Extenuating circumstances may include the following:

A. A temporary work assignment that requires a firefighter to be out of Town for extended periods of time.
B. A work schedule that makes it difficult for an otherwise active firefighter to respond to 27% of the calls.
C. An illness in the firefighter's family that makes it difficult for the firefighter to respond to 27% of the calls.
D. Other circumstances as determined by the Chief of the Sanford Fire Department.

SECTION IX

COMPENSATION

For this agreement, covering the year 7/1/2010 – 6/30/2013 the fee for Sanford/Springvale Call Firefighters, Inc., shall be a minimum of $52,193.75, per year, unless otherwise adjusted by the Sanford Town Council.

If the Sanford/Springvale Call Firefighters, Inc. achieves all the goals established in this contract the Town will increase the annual payment by 2% on July 1, 2011 and an additional 2% on July 1, 2012.

Payment for services of Sanford/Springvale Call Firefighters, Inc., shall be made in two installments. The first half of the fee shall be paid in November of each year, and the second half of the fee shall be paid in May of each year.

The Town shall issue Sanford/Springvale Call Firefighters, Inc., an IRS Form 1099 each year.

SECTION X

FACILITIES

Sanford/Springvale Call Firefighters, Inc., shall be permitted to use available facilities at the fire stations for their meetings in a manner which does not disrupt the regular operation of the Fire Department, subject to prior approval of the Chief, which approval shall not be unreasonably withheld.

The Sanford/Springvale Call Firefighters, Inc. will be provided with a room for their meetings in the Sanford and Springvale Stations as is currently being utilized.

SECTION XI

BENEFITS

The Town recognizes that the members of the Sanford/Springvale Call Firefighters, Inc., should have the same kinds and levels of insurance protection as they have enjoyed prior to execution of this Agreement. Consequently, in addition to the fee provided for in Section IX above, the Town shall pay each year an additional amount of money to provide for general liability insurance (including automobile liability coverage), workers compensation coverage, public officials liability coverage, and emergency medical technician (EMT) coverage for Sanford/Springvale Call Firefighters, Inc., and its members. If at any time during the term of this Agreement, or any extension thereof, the Town shall provide a higher level of coverage or more comprehensive insurance coverage to its own full time fire fighting and/or EMT personnel, then the Town shall increase the amount of additional payment hereunder so that the Firefighter's corporation can buy such greater level of insurance coverage as well. In the furtherance of this provision, the Town agrees to cause said insurance to be obtained on behalf of Sanford/Springvale Call Firefighters, Inc., through the Town's insurance agent and to issue payments for the applicable premiums to said agent with notice to the corporation.

Any member of Sanford/Springvale Call Firefighters, Inc., or any member of his immediate family shall be entitled to ambulance service as provided by the Town of Sanford.

The Members of Sanford/Springvale Call Firefighters, Inc., shall not be responsible for the balance of ambulance services provided, not paid by their health insurance.

Note: Immediate family shall be defined as spouse and dependent children (i.e. children living at home but still dependent upon the member of Sanford/Springvale Call Firefighters, Inc.).

Eyepieces, dentures and/or hearing aid broken or lost in the line of duty will be replaced or repaired as required under the Maine Worker's Compensation Act.

SECTION XII

MEDIATION

Whenever agreement cannot be reached between the Town of Sanford and Sanford/Springvale Call Firefighters, Inc, in regard to the provisions of this contract, a third party shall be obtained within 15 days to attempt to mediate a settlement within a reasonable time period. Said third party shall be mutually agreeable to the first two. Costs shall be borne by both parties.

SECTION XIII

DURATION AND RENEWAL

This Agreement shall become effective as of July 1, 2010 and shall remain in effect until June 30, 2013. Thereafter a new agreement may be negotiated by giving notice to the Town by the Board of Directors ninety (90) days prior to expiration of this agreement.

The parties may by mutual agreement open any section of this agreement, before expiration of the agreement, if circumstances arise that warrant such action.

This Agreement shall remain in effect until a new agreement can be negotiated and signed unless either party decides to terminate the agreement for cause, non appropriation of funds or upon the conclusion of the term on June 30, 2013.

Signed and dated this 22 day of June, 2010.

TOWN OF SANFORD
TOWN COUNCIL

Joseph Hanslip, Chairman

Kevin Chabot, Vice-Chairman

Gordon Paul

Alan Walsh

Bradford J. Littlefield

Anne-Marie Mastraccio

Richard Wilkins

SANFORD/SPRINGVALE
CALL FIREFIGHTERS, INC.

President

Vice President