City Council Workshop & Meeting
August 1, 2016
Agenda

5:30 P.M. Workshop

A. Crosswalk Painting – Dan Goyette (15 minutes)
B. Zone change for Evergreen Subaru – Doug Greene (30 minutes)
C. Executive Session Regarding a Real Estate/Economic Development Matter pursuant to 1 M.R.S.A. Sec. 405 (6)(C).

7:00 P.M. City Council Meeting

Roll call votes will begin with Councilor Burns

Pledge of Allegiance

I. Consent Items – All items listed with an asterisk (*) are considered as routine and will be approved in one motion. There will be no separate discussion of these items unless a Councilor or citizen so requests. If requested, the item will be removed from the consent agenda and considered in the order it appears on the agenda.

II. Minutes

- July 18, 2016 Regular Council Meeting

III. Communications, Presentations and Recognitions

- Proclamation – National Night Out
- Proclamation and Presentation – Make a Wish Maine
- Norway Savings Bank Arena Update – Marc Gosselin

IV. Open Session – Members of the public are invited to speak to the Council about any issue directly related to City business which is *not on this agenda.*

V. Unfinished Business

1. Ordinance 05-07112016

Adopting the Woodlot Management Ordinance. Second reading.

VI. New Business

1. Order 52-08012016

Authorizing the City Manager to execute the amendment to Article 19 of the MAP Auburn Command Unit Collective Bargaining Agreement.

2. Order 53-08012016

Authorizing the City Manager to execute the Collective Bargaining Agreement with I.A.F.F. (International Association of Firefighters) Local 797 for July 1, 2016 through June 30, 2019.

VII. Executive Session – During Workshop

VIII. Reports

a. **Mayor's Report**

b. **City Councilors' Reports**

c. **City Manager Report**

d. **Finance Director, Jill Eastman –** June 2016 Monthly Finance Report

IX. Open Session - Members of the public are invited to speak to the Council about any issue directly related to City business which is *not on this agenda.*

X. Adjournment

Executive Session: On occasion, the City Council discusses matters which are required or allowed by State law to be considered in executive session. Executive sessions are not open to the public. The matters that are discussed in executive session are required to be kept confidential until they become a matter of public discussion. In order to go into executive session, a Councilor must make a motion in public. The motion must be recorded, and 3/5 of the members of the Council must vote to go into executive session. An executive session is not required to be scheduled in advance as an agenda item, although when it is known at the time that the agenda is finalized, it will be listed on the agenda. The only topics which may be discussed in executive session are those that fall within one of the categories set forth in Title 1 M.R.S.A. Section 405(6). Those applicable to municipal government are:

A. Discussion of personnel issues
B. Discussion or consideration by a school board of suspension of expulsion
C. Discussion or consideration of the condition, acquisition or the use of real or personal property permanently attached to real property or interests therein or disposition of publicly held property or economic development only if premature disclosures of the information would prejudice the competitive or bargaining position of the body or agency
D. Labor contracts
E. Contemplated litigation
F. Discussions of information contained in records made, maintained or received by a body or agency when access by the general public to those records is prohibited by statute;
G. Discussion or approval of the content of examinations administered by a body or agency for licensing, permitting or employment purposes; consultation between a body or agency and any entity that provides examination services to that body or agency regarding the content of an examination; and review of examinations with the person examined; and
H. Consultations between municipal officers and a code enforcement officer representing the municipality pursuant to Title 30-A, section 4452, subsection 1, paragraph in the prosecution of an enforcement matter pending in District Court when the consultation relates to that pending enforcement matter.

City of Auburn
City Council Information Sheet

Council Workshop or Meeting Date: August 1, 2016

Author: Dan Goyette, Auburn Public Services Director

Subject: Crosswalk Decorative Striping

Information: The Transportation and Environment Council Subcommittee reviewed a request by Mayor Labonte to have a downtown crosswalk striped with rainbow coloring to show that Auburn is friendly to the LGBTQ community. The Subcommittee had also heard that a business in New Auburn would like to stripe a crosswalk with silverware stenciling.

Advantages: Will draw attention to the crosswalk.

Disadvantages: Will distract drivers from looking at their surroundings as they focus on the crosswalk.

City Budgetary Impacts: Costs for silverware stencils is estimated to be less than $1,000, painting would be less than $1,000. This was not accounted for in the adopted Public Services budget.

Staff Recommended Action: Allow for stenciling within City parks and parking lots.

Previous Meetings and History: Transportation and Environment Council Subcommittee reviewed on July 20, 2016.

Attachments: Request submitted by Mayor Labonte and article on Bangor striping plan. Federal Highway Administration Manual on Uniform Traffic Control Devices guidance on crosswalk striping.

Dan Goyette

From: jlabonte08@gmail.com
Sent: Thursday, June 30, 2016 10:21 PM
To: Howard Kroll; Denis D'Auteuil; Dan Goyette
Cc: James Pross (Council); Grady Burns (Council); Jonathan LaBonte
Subject: Bangor to paint rainbow crosswalk for Pride Week | BDN Maine | Bangor Daily News

Good evening,

Auburn is a supporter of our LGBTQ community and I'm interested in us following in Bangor's footsteps to paint a crosswalk downtown.

Could I get an estimate of the cost to do this? I'd very much like to get this before the City Council, if we need to vote on it, before the Summer Fest so we can have it in place for our major summer and fall events.

Preferably, PW could do the painting in its work plan and if you need to find the few hundred dollars for paint we could figure that out. I'm committing to help fund this from resources I have access to.

I'd appreciate a response as soon as possible.

I'm good friends with Zeth Lundy in Bangor and could help with calls there if staff want, but I know Howard has many more relationships in Bangor.

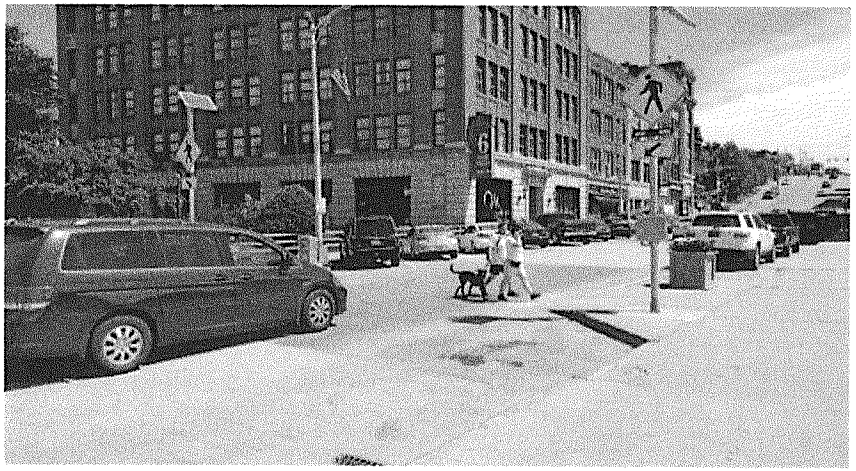
Thanks!
Jonathan

Sent from my iPhone

http://bangordailynews.com/2016/06/21/news/bangor/bangor-to-paint-rainbow-crosswalk-for-pri
Bangor to paint rainbow cr...
File Edit View Favorites Tools Help
Web Slice Gallery

BANGOR DAILY NEWS

Bangor to paint rainbow crosswalk for Pride Week



Nick McCrea | BDN

Pedestrians cross State Street over a faded crosswalk in downtown Bangor. The city plans to paint the sidewalk using rainbow colors in recognition of Pride Week. The crosswalk is near the memorial of Charlie Howard, a young gay man who was thrown from a bridge 32 years ago because he was gay. *Buy Photo*

By Nick McCrea, BDN Staff

10:09 AM
7/14/2016

http://bangordailynews.com/2016/06/21/news/bangor/bangor-to-paint-rainbow-crosswalk-for-pri
Bangor to paint rainbow cr...
File Edit View Favorites Tools Help
Web Slice Gallery
BDN MAINE Network Search Post Subscriptions Contact Sign In / Sign Up

By Nick McCrea, BDN Staff

Posted June 21, 2016, at 11:29 a.m.

BANGOR, Maine — Bangor will re-stripe a downtown crosswalk using the colors of the rainbow in recognition of upcoming Pride Week festivities.

The brightly colored crosswalk will appear on the State Street bridge that passes over the Kenduskeag Stream in advance of the weekend's Pride Week events.

Last week, hundreds of Bangor-area residents gathered outside Bangor City Hall, lighting candles to remember the 49 killed in a mass shooting at a gay nightclub in Orlando, Florida, and to show support for the LGBT community.

Zeth Lundy, the city's downtown coordinator, brought the crosswalk idea to the city's Government Operations Committee on Monday night. The idea came to him via Dan Schwartz, an employee at a downtown business.

"The idea is to showcase that we're an accepting place," Schwartz told the committee. "It also adds vibrancy and color to the city and a little point of interest."

Lundy said the change would be another step toward "showing Bangor is a community that stands against hate." Other towns and cities across the country — Atlanta, San Jose, Philadelphia and others — have done similar restriping projects.

The city also considered placing the crosswalk on Main Street but decided on the State Street location in part because of its proximity to the Charlie Howard memorial.

Nearly 32 years ago, a group of teenagers threw Howard, a young openly gay man, from the bridge and into the Kenduskeag Stream. He drowned, a victim of a hate crime, and his name became a rallying cry for change and acceptance in Bangor and across the state.

A small memorial remembering Howard sits in a small park along the stream.

The crosswalk will be painted with white lines, and the rainbow colors will fill in the gaps between the stripes. That should follow crosswalk guidelines in the state's Manual on Uniform Traffic Control Devices and limit the city's liability in the event of a crash, Lundy said.

Dana Wardwell, the city's public works director, said the work could be done "as soon as the paint's mixed" and that the crosswalk paint likely would last through the summer and begin to fade over the winter, as with any crosswalk.

When the crosswalk paint fades, the city plans to restripe the crossing as normal in the spring. Wardwell said the project could cost about $900 — $600 for materials and $300 for labor.

Follow Nick McCrea on Twitter at @nmccrea212.

10:08 AM
7/14/2016

Unmarked Crosswalks at Uncontrolled Locations: Executive Summary and Recommended Guidelines", which may be viewed and downloaded at: http://safety.fhwa.dot.gov/ped_bike/docs/cros.pdf.

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2. **Q: Can I put any design or collection of art treatments in a crosswalk as long as the transverse white lines are present?**

   A: No. The FHWA has consistently stated since 1984 through eight Official Interpretations that nothing except an aesthetic treatment is allowed between the white transverse lines of a crosswalk. If non-retroreflective colored pavement, including bricks and other types of patterned surfaces, is used as a purely aesthetic treatment and is not intended to communicate a regulatory, warning, or guidance message to road users, the colored pavement is not considered to be a traffic control device, even if it is located between the lines of a crosswalk. Additional guidance and a summary of past Official Interpretations on this topic is summarized here.

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3. **Q: My city is trying to make the downtown area more aesthetically pleasing and pedestrian-friendly. We are installing brick sidewalks, benches, trees, and other "streetscaping" features along the business district streets. As part of the project, we plan to install brick pavers or other similar treatments to serve as the crosswalks at intersections. Can this type of crosswalk meet the MUTCD requirements?**

   A: The brick pavers alone would not constitute a legal crosswalk. White, retroreflective pavement marking lines must be used to officially establish a legal crosswalk. As discussed in Chapter 3G of the 2009 MUTCD (Colored Pavements), brick pavers and colored decorative paving treatments that simulate brick or other patterns may be used between the white crosswalk lines. However, colors that degrade the contrast of the white crosswalk lines with the adjoining areas and colors that might be mistaken by road users as a traffic control application or might otherwise constitute a distraction should not be used for this purpose. So, for example, the standard colors of red and yellow used for STOP signs and warning signs should not be used, nor should the colors white and yellow as these are used for pavement marking lines. Also, retroreflective colored pavements of any color or pattern are prohibited between crosswalk lines.

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City of Auburn
City Council Information Sheet

Council Workshop or Meeting Date: August 1, 2016

Author: Doug Greene, AICP, RLA City Planner

Subject: Zone Change Request for Evergreen Subaru for properties located at 16 Malibu Drive (PID # 301-006), 32 Malibu Drive (PID # 301-007), 40 Malibu Drive (PID # 301-012), and 40 Niskayuna Street (PID # 301-004) from Suburban Residential District to General Business District.

Information: Evergreen Subaru, currently located out Center Street, has been a successful auto dealership and has acquired 4 properties (listed above) that are adjacent and located on Malibu Drive and Niskayuna Street. These 4 properties are currently zoned Suburban Residential District and are being petitioned to have that zoning changed to General Business District. The 2010 Comprehensive Plan Future Land Use Map recommends the area requested for rezoning for Business Expansion Transition (BXT). The BXT land use designation is compatible with the General Business District and complies with the 2010 Comprehensive Plan.

The Planning Board voted unanimously (7-0) to forward a recommendation of APPROVAL on to the City Council. The required Planning Board report is attached with this information sheet.

Advantages: Approving the zone change will allow Evergreen Subaru to expand its business operation. The new zoning and land improvements will increase the tax assessment and revenues to the city.

Disadvantages: The expansion of General Business District into the existing Suburban Residential District will cause the demolition of 3 homes and create additional auto sales parking and potential buildings. Any new development activity will be reviewed and approved by the Planning Board who will carefully consider any potential noise, light and visual impacts on the remaining residential properties in the area.

City Budgetary Impacts: The zone change itself will not have a city budgetary impact. The potential future development will create a higher taxable value to the affected land and improvements. A potential future road closure as part of the business expansion may reduce city cost of service for maintaining a public road.

Staff Recommended Action: The Staff and Auburn Planning Board recommend the City Council APPROVE the zoning map amendment of the properties listed from Suburban Residential to General Business as the request complies with the Future Land Use Plan of the 2010 Comprehensive Plan.

Previous Meetings and History:

- The general area between Turner and Center Street was discussed during the development of the 2010 Comprehensive Plan.
- July 12, 2016 Planning Board meeting- A public hearing was held (no public response) and the Planning Board voted 7-0 to forward a positive recommendation to the City Council.

Attachments:

1. Planning Board Report to the City Council-
2. Staff Report and petition on Evergreen Subaru- July 12, 2016 Planning Board meeting

City of Auburn, Maine
Office of Economic & Community Development
www.auburnmaine.gov | 60 Court Street
Auburn, Maine 04210
207.333.6601

PLANNING BOARD CITY COUNCIL REPORT

To: Auburn City Council and Mayor LaBonte

From: Douglas M. Greene; AICP, RLA
City Planner

Re: Evergreen Subaru- Rezoning Petition for Properties Located at Malibu Drive and Niskayuna Street.

Date: July 27, 2016

I. PROPOSAL- Evergreen Subaru submitted a petition to rezone 4 properties located at 16 Malibu Drive (PID # 301-006), 32 Malibu Drive (PID # 301-007), 40 Malibu Drive (PID # 301-012), and 40 Niskayuna Street (PID # 301-004). These properties are currently zoned Suburban Residential District and applicant is requesting the zoning be changed to General Business District. The applicant is the owner of the properties that are being requested for rezoning and wants to expand Evergreen Subaru's auto sales into that area. The total net acreage of the 4 properties is 1.24 acres and the gross acreage (include street right of way) is 1.51 acres.

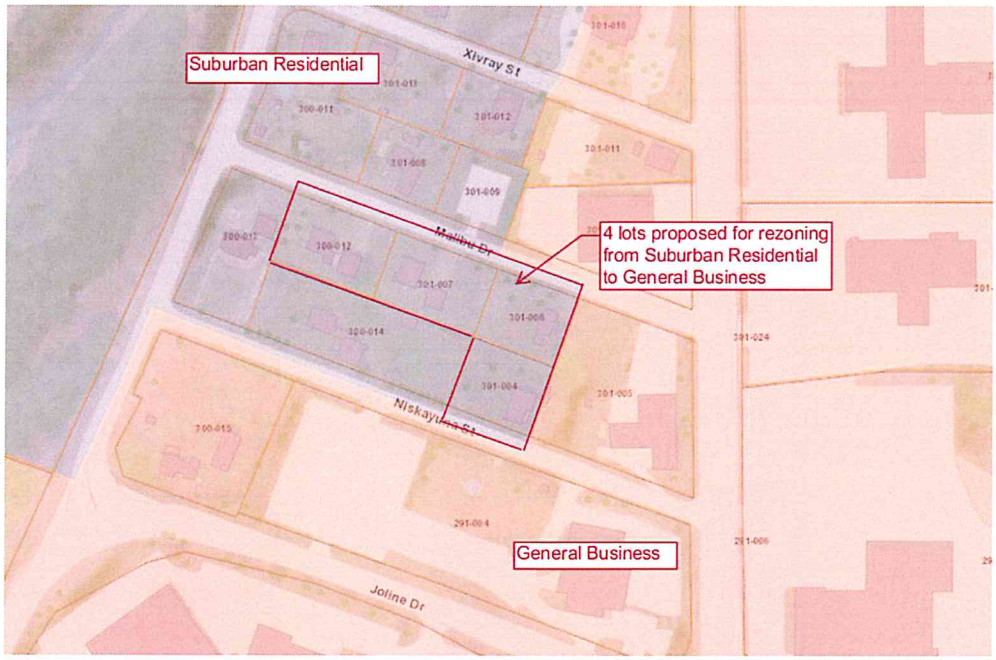
II. DEPARTMENT REVIEW- The Plan Review Committee met on June 15th and Engineering and Public Services mentioned that a road closure might be considered in the future when a development was submitted to the Planning Board, should the rezoning be approved by the City Council. Otherwise there were no other department comments.

III. PLANNING BOARD ACTION- The Planning Board reviewed whether the proposed zone change complies with the 2010 Comprehensive Plan's Future Land Use Map.

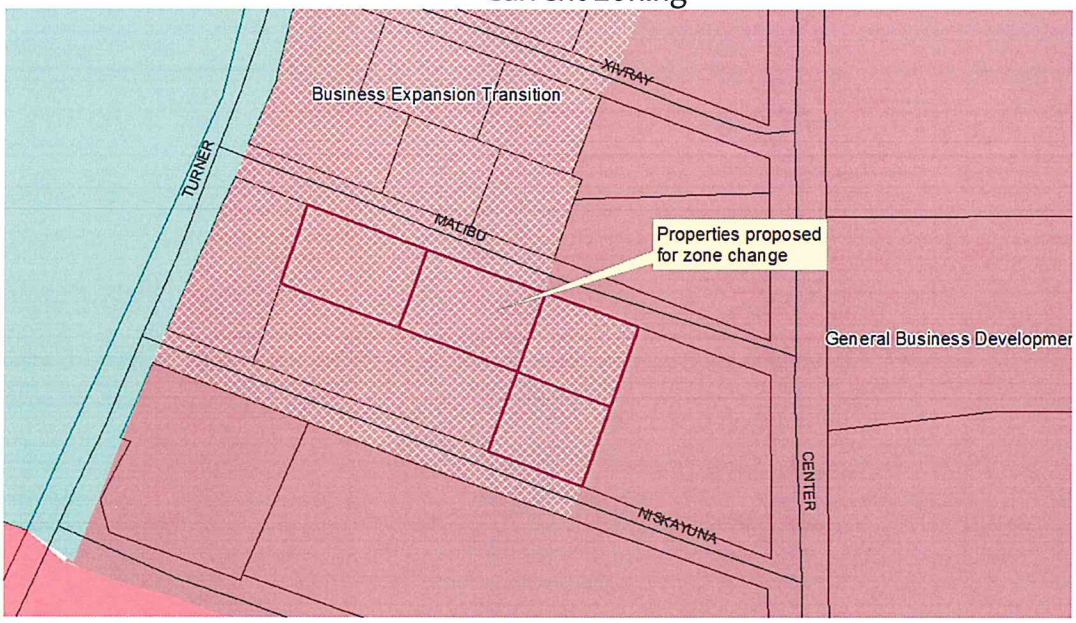
Current Zoning- The properties located at (16 Malibu Drive (PID # 301-006), 32 Malibu Drive (PID # 301-007), 40 Malibu Drive (PID # 301-012), and 40 Niskayuna Street (PID # 301-004) are currently zoned Suburban Residential. The properties to the north are zoned Suburban Residential and General Business, to the east is zoned General Business, to the south is General Business and to the west is Suburban Residential. The residents in the proposed 4 properties are rental homes and the tenants are aware of the possibility of being relocated or having their lease terminated.

Future Land Use Plan- The area proposed for the rezoning is recommended for **Business Expansion Transition District (BXT)** in the 2010 Comprehensive Plan. Business Expansion Transition District (BXT) is describes in the 2010 Comprehensive Plan as follows:

"Business Expansion Transition District (BXT)
Objective – Allow for the orderly conversion of "pocket" or "island" residential neighborhoods that are adjacent to commercial zones to nonresidential use over time. The intention of this designation is that these areas remain zoned as they currently are and the residential uses be allowed to continue, **but to provide for these areas to rezoned to commercial/business use when there is an appropriate development proposal. In rezoning these areas, the rezoning process should occur in way that expands the adjacent nonresidential zone in an orderly manner, while maintaining the livability of the remaining residential properties.**
Allowed Uses – The current allowed uses should remain in force until these areas are rezoned.
Development Standards – The current development standards should remain in force until these areas are rezoned." (2010 Comprehensive Plan page 101)



Current Zoning



Future Land Use Plan (210 Comprehensive Plan)

City of Auburn, Maine
Office of Economic & Community Development
www.auburnmaine.gov | 60 Court Street
Auburn, Maine 04210
207.333.6601

IV. PLANNING BOARD PUBLIC HEARING, DELIBERATION AND RECOMMENDATION-

The Planning Board opened the public hearing portion of agenda item at the July 12, 2016 meeting and no one from the public spoke or gave comments. The Planning Board then discussed:

- The status of the surrounding properties understanding that all the property owners had been contacted and given options to sell.
- The Board also considered photos of the existing screening that had been grown over time to screen the existing car dealership from adjacent properties and was very impressed.
- The Board discussed the process and timing of the zone change through the City Council and subsequent development of an expanded car dealership
- The Board discussed the timing of any future development and how potential impacts on the remaining residential properties would be handled. The applicant would have to apply for a Special Exception and Site Plan Review to the Planning Board where impacts on surrounding properties would be addressed prior to any approval and construction.

The Planning Board considered the applicant's testimony and the Staff recommendation of Approval and voted with a favorable and unanimous vote of 7-0 to forward a recommendation of **APPROVAL** to the City Council of the proposed zone change from Suburban Residential to General Business for the properties located at 16 Malibu Drive (PID # 301-006), 32 Malibu Drive (PID # 301-007), 40 Malibu Drive (PID # 301-012), and 40 Niskayuna Street (PID # 301-004) with the following findings:

1. The properties proposed for rezoning meet the definition of Business Expansion Transition District.
2. The properties proposed for rezoning are in agreement with the 2010 Comprehensive Plan's Future Land Use Map.

Douglas M. Greene

Douglas M. Greene, A.I.C.P., R.L.A.
City Planner

Cc: File

City of Auburn, Maine
Office of Planning & Development
www.auburnmaine.gov | 60 Court Street
Auburn, Maine 04210
207.333.6601

PLANNING BOARD STAFF REPORT

To: Auburn Planning Board

From: Douglas M. Greene; AICP, RLA
City Planner

Re: Evergreen Subaru- Rezoning Petition for Properties Located at Malibu Drive and Niskayuna Street.

Date: July 12, 2016

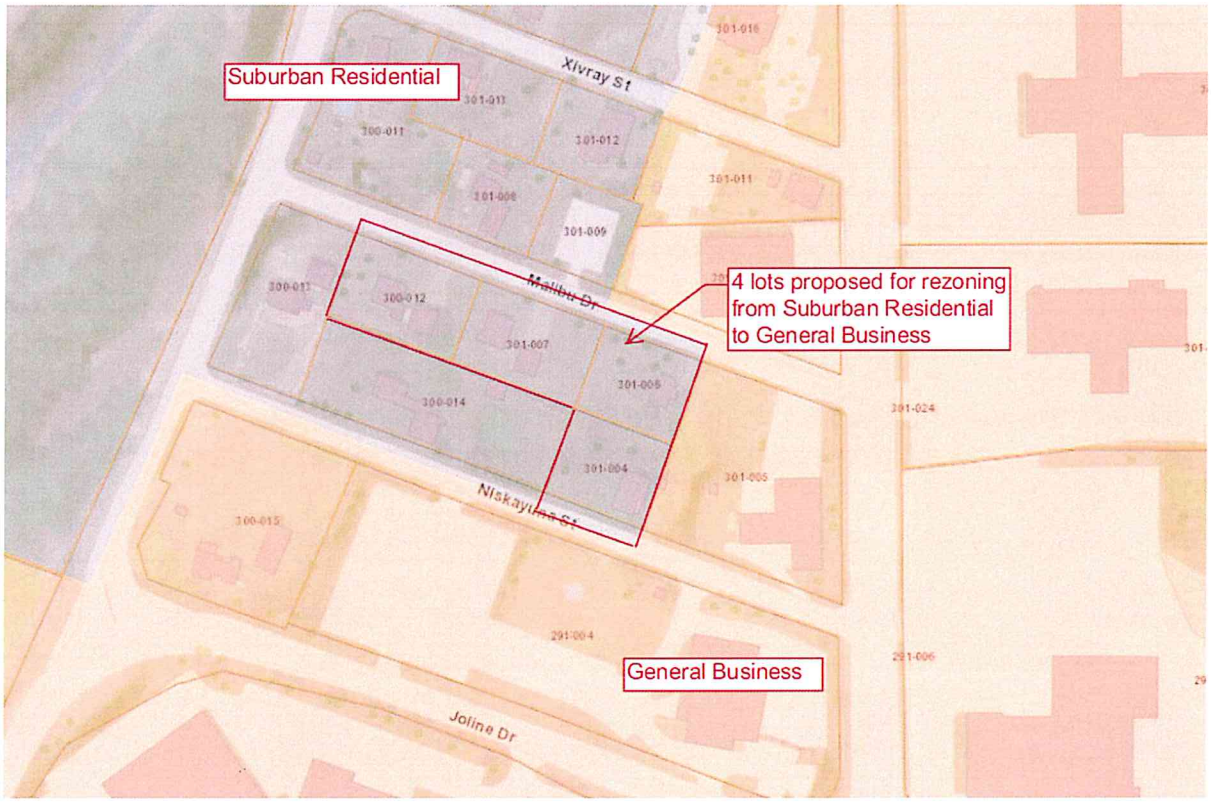
I. PROPOSAL- Mike Gotto, of Stoneybrook Consultants, Inc., an agent for Evergreen Subaru has submitted a rezoning petition for properties located at 16 Malibu Drive (PID # 301-006), 32 Malibu Drive (PID # 301-007), 40 Malibu Drive (PID # 301-012), and 40 Niskayuna Street (PID # 301-004). These properties are currently zoned Suburban Residential and applicant is requesting the zoning be changed to General Business. The applicant is the owner of the properties that are being requested for rezoning and wants to expand their auto sales into that area. The total net acreage of the 4 properties is 1.24 acres and the gross acreage (include street right of way) is 1.51 acres.

II. DEPARTMENT REVIEW- The Plan Review Committee met on June 15th and had the following comments:

a. Police- No comments.
b. Auburn Water and Sewer- No comments.
c. Fire Department- No comments.
d. Engineering- Mentioned the possibility a road closure at a future time. A turn around would be needed for the remaining residential property on Niskayuna Street.
e. Public Services- Will be involved in any future street closure discussion.
f. Planning and Development- No comment other than staff report comments.

III. PLANNING BOARD ACTION- The Planning Board shall consider whether the proposed zone change complies with the 2010 Comprehensive Plan's Future Land Use Plan and Map. The Board will forward a recommendation to the City Council for final action.

Current Zoning- The properties located at (16 Malibu Drive (PID # 301-006), 32 Malibu Drive (PID # 301-007), 40 Malibu Drive (PID # 301-012), and 40 Niskayuna Street (PID # 301-004) are currently zoned Suburban Residential. The properties to the north are zoned Suburban Residential and General Business, to the east is zoned General Business, to the south is General Business and to the west is Suburban Residential.



Future Land Use Plan- The area proposed for the rezoning is recommended as Business Expansion Transition District (BXT) in the 2010 Comprehensive Plan. Business Expansion Transition District (BXT) is describes in the 2010 Comprehensive Plan as follows:

"Business Expansion Transition District (BXT)
Objective – Allow for the orderly conversion of "pocket" or "island" residential neighborhoods that are adjacent to commercial zones to nonresidential use over time. The intention of this designation is that these areas remain zoned as they currently are and the residential uses be allowed to continue, **but to provide for these areas to rezoned to commercial/business use when there is an appropriate development proposal. In rezoning these areas, the rezoning process should occur in way that expands the adjacent nonresidential zone in an orderly manner, while maintaining the livability of the remaining residential properties.**
Allowed Uses – The current allowed uses should remain in force until these areas are rezoned.
Development Standards – The current development standards should remain in force until these areas are rezoned." (2010 Comprehensive Plan page 101)

Future Land Use Map- The 2010 Comprehensive Plan shows the properties proposed for rezoning to be in the Business Expansion Transition District (BXT).

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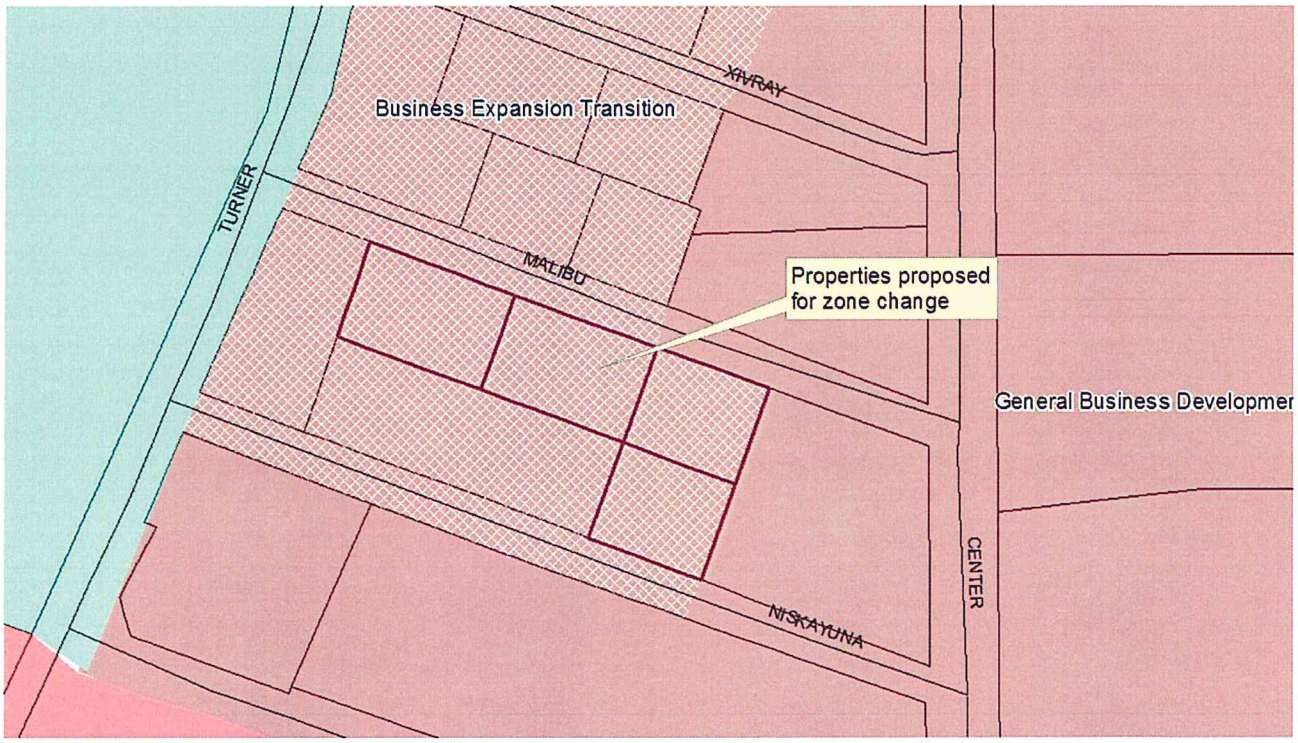

IV. STAFF RECOMMENDATION- The Staff recommends the Planning Board forward a recommendation of **APPROVAL** to the City Council of the propose zone change from Suburban Residential to General Business for the properties located at 16 Malibu Drive (PID # 301-006), 32 Malibu Drive (PID # 301-007), 40 Malibu Drive (PID # 301-012), and 40 Niskayuna Street (PID # 301-004) with the following findings:

1. The properties proposed for rezoning meet the definition of Business Expansion Transition District.
2. The properties proposed for rezoning are in agreement with the 2010 Comprehensive Plan's Future Land Use Plan.

Douglas M. Greene

Douglas M. Greene, A.I.C.P., R.L.A.
City Planner

REZONING PETITION

We, the undersigned registered voters of the City of Auburn, do herein petition the City of Auburn to amend the Zoning Map in the area of 786 Center Street (PID # 301-005) to include 40 Niskayuna Street (PID # 301-004), 40 Malibu Drive (PID # 300-012), 32 Malibu Drive (PID # 301-007) and 16 Malibu Drive (PID # 301-006) in the General Business (GB) Zoning District as shown on the attached "Proposed Zoning Map Amendment". This proposal would extend the GB zone towards Turner Street as proposed in the City of Auburn Comprehensive Plan to allow more commercial activity along the busy Center Street corridor.

SIGNATURE	PRINTED NAME	ADDRESS
Scott Randall	Scott Randall	46 Orchard ST.
Eric Verrill	Eric Verrill	64 summer St.
Gerard Gagnon	Gerard Gagnon	1179 center st.
Cindy Wadsworth	Cindy Wadsworth	1500 Minot Ave
Rachel B Randall	RB Randall	46 Orchard St.
Andrea Saniuk-Gove	Andrea Saniuk-Gove	553 Park Ave.
CHAR NORCROSS	[illegible]	118 ORCHARD ST.
Gail Roberts	Gail Roberts	200 Stetson Rd #532
Kenneth Kierstead	Kenneth Kierstead	2 Field Ave.
Suzanne Arel	Suzanne Arel	1503 Washington St
James Arel	James Arel	1503 WASHINGTON ST
Thomas G. Lawson	Thomas G. Lawson	25 Russell Ave.
REED LIZOTTE	Reed Lizotte	31 LEAVITT ST.
Mary Sylvester	Mary Sylvester	208 Maple Hill Rd
Jon James	J.M. James	40 Malibu dr.
SUE PITTMAN	Sue Pittman	1079 TURNER ST.
[illegible]	Jim Pittman	1079 Turner St.
[illegible]	[illegible]	1109 TURNER ST.
Laurie Russell	Laurie Russell	1109 Turner St
[illegible]	David Cagnot	35 Malibu Drive

20 signatures

REZONING PETITION

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SIGNATURE	PRINTED NAME	ADDRESS
Renee M Grant	Renee M. Grant	81 Jennifer Dr. Auburn
Christian A Duchette	Christian A. Duchette	120 Blanchard Rd. Auburn
[illegible]	Jacob S. Keene	13 Boone Ave, Auburn
Kevin Crowell	Kevin D Crowell	154 Court St, Auburn
Ryan Pablo	Ryan Pablo	534 Turner St, Auburn
[illegible]	Marc Joyal-Myers	1023 Center Street, Auburn
[illegible]	Chris Dunn	24 North Auburn Rd, Auburn
[illegible]	Kris Ornsk	1500 minot ave, Auburn.
Donna Polley	Donna Polley	16 Gary St, Auburn
C Lamontagne	Candice Lamontagne	1500 Minot Ave. Aub
[illegible]	Joel Arel	70 Beech Hill Rd
[illegible]	Craig Chamberlain	16 Dolores St.
Lucille Saucier	Lucille Saucier	145 Blanchard Rd, Aub.
Christina Anderson	Christina Anderson	170 Blanchard Rd Auburn

14 signatures.

REZONING PETITION

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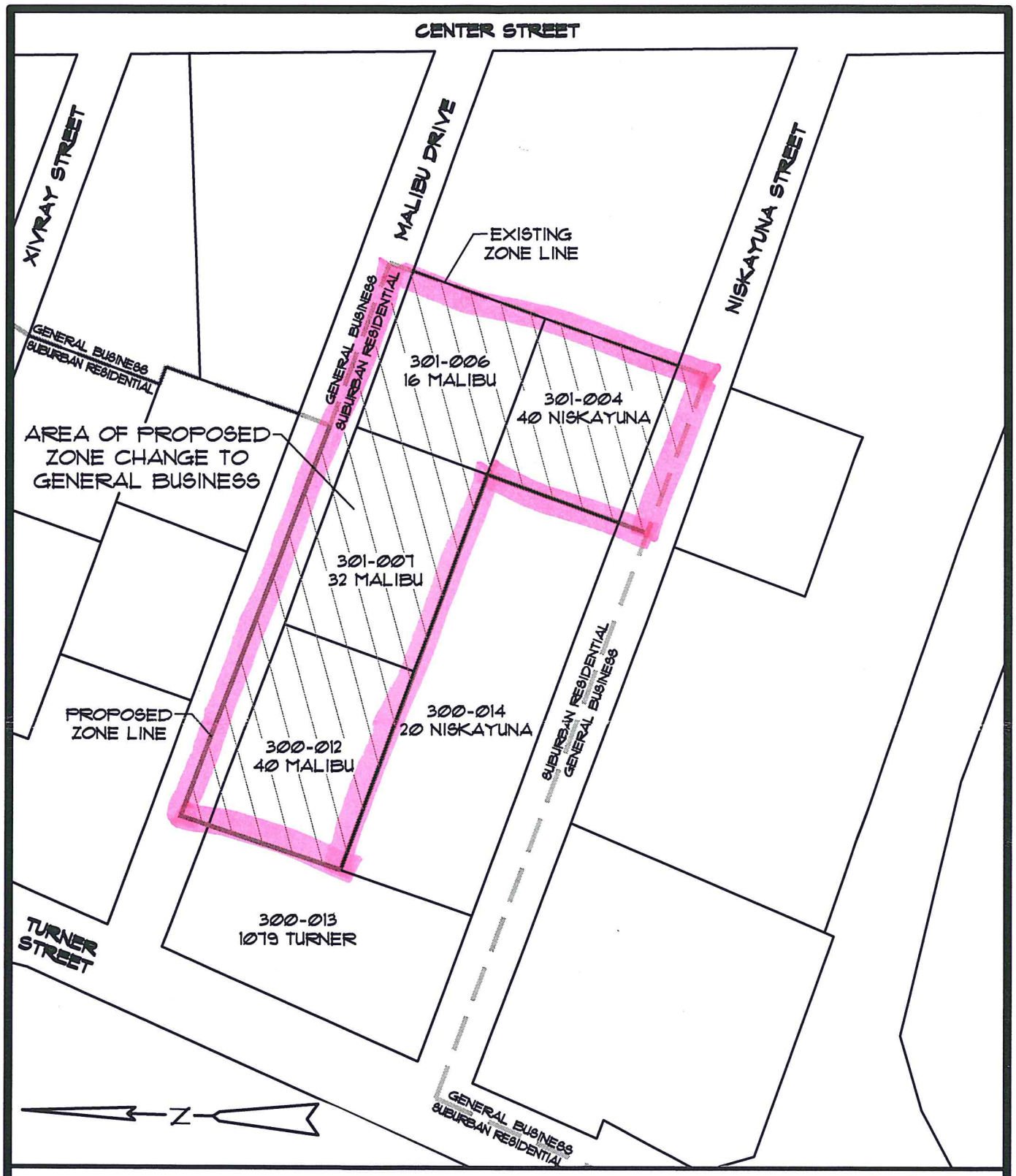
	SIGNATURE	PRINTED NAME	ADDRESS
✓		TODD MOGUL	791 West Auburn Rd.
✓	Shelly Mogul	Shelly Mogul	791 West Auburn Road
✓	Ivan Walling Ford	IVAN WALLINGFORD	57 JACKSON HILL Rd
NR	Ronald W. Wellingford	Ronald Wellingford	17 Jackson Hill Rd

3 signatures.



PROPOSED ZONING MAP AMENDMENT

MALIBU DRIVE & NISKAYUNA STREET - AUBURN
APPLICANT: QUIZ KIDS, LLC
SCALE: 1" = 100'
DATE OF GRAPHIC: MAY 23, 2016
SOURCE: CITY OF AUBURN GIS
PUBLICATION DATE: 2015

Stoneybrook Consultants, Inc.

City of Auburn
City Council Information Sheet

Council Workshop or Meeting Date: August 1, 2016

Subject: Executive Session

Information: Discussion regarding a real estate/economic development matter, pursuant to 1 M.R.S.A. Section 405(6) (C).

Executive Session: On occasion, the City Council discusses matters which are required or allowed by State law to be considered in executive session. Executive sessions are not open to the public. The matters that are discussed in executive session are required to be kept confidential until they become a matter of public discussion. In order to go into executive session, a Councilor must make a motion in public. The motion must be recorded, and 3/5 of the members of the Council must vote to go into executive session. An executive session is not required to be scheduled in advance as an agenda item, although when it is known at the time that the agenda is finalized, it will be listed on the agenda. The only topics which may be discussed in executive session are those that fall within one of the categories set forth in Title 1 M.R.S.A. Section 405(6). Those applicable to municipal government are:

A. Discussion or consideration of the employment, appointment, assignment, duties, promotion, demotion, compensation, evaluation, disciplining, resignation or dismissal of an individual or group of public officials, appointees or employees of the body or agency or the investigation or hearing of charges or complaints against a person or persons subject to the following conditions:

(1) An executive session may be held only if public discussion could be reasonably expected to cause damage to the individual's reputation or the individual's right to privacy would be violated;

(2) Any person charged or investigated must be permitted to be present at an executive session if that person so desires;

(3) Any person charged or investigated may request in writing that the investigation or hearing of charges or complaints against that person be conducted in open session. A request, if made to the agency, must be honored; and

(4) Any person bringing charges, complaints or allegations of misconduct against the individual under discussion must be permitted to be present.

This paragraph does not apply to discussion of a budget or budget proposal;

B. Discussion or consideration by a school board of suspension or expulsion of a public school student or a student at a private school, the cost of whose education is paid from public funds, as long as:

(1) The student and legal counsel and, if the student is a minor, the student's parents or legal guardians are permitted to be present at an executive session if the student, parents or guardians so desire;

C. Discussion or consideration of the condition, acquisition or the use of real or personal property permanently attached to real property or interests therein or disposition of publicly held property or economic development only if premature disclosures of the information would prejudice the competitive or bargaining position of the body or agency;

D. Discussion of labor contracts and proposals and meetings between a public agency and its negotiators. The parties must be named before the body or agency may go into executive session. Negotiations between the representatives of a public employer and public employees may be open to the public if both parties agree to conduct negotiations in open sessions;

E. Consultations between a body or agency and its attorney concerning the legal rights and duties of the body or agency, pending or contemplated litigation, settlement offers and matters where the duties of the public body's or agency's counsel to the attorney's client pursuant to the code of professional responsibility clearly conflict with this subchapter or where premature general public knowledge would clearly place the State, municipality or other public agency or person at a substantial disadvantage;

F. Discussions of information contained in records made, maintained or received by a body or agency when access by the general public to those records is prohibited by statute;

G. Discussion or approval of the content of examinations administered by a body or agency for licensing, permitting or employment purposes; consultation between a body or agency and any entity that provides examination services to that body or agency regarding the content of an examination; and review of examinations with the person examined; and

H. Consultations between municipal officers and a code enforcement officer representing the municipality pursuant to Title 30-A, section 4452, subsection 1, paragraph C in the prosecution of an enforcement matter pending in District Court when the consultation relates to that pending enforcement matter.

City Manager Howard Kroll called the meeting to order at 7:04 P.M. in the Council Chambers of Auburn Hall and led the assembly in the salute to the flag. All Councilors were present. Mayor LaBonté had an excused absence.

Motion was made by Councilor Burns and seconded by Councilor Walker to nominate Councilor Young to serve as Mayor Pro Temporé. There were no other nominations. Passage 6-0-1 (Councilor Young abstained).

I. Consent Items - None

II. Minutes

- July 11, 2016 Regular Council Meeting

Motion was made by Councilor Titus and seconded by Councilor Walker to accept the minutes of the June 11, 2016 Regular Council Meeting as presented. Passage 6-0-1 (Councilor Young abstained).

III. Communications, Presentations and Recognitions - None

IV. Open Session – Members of the public are invited to speak to the Council about any issue directly related to City business which is *not on this agenda.*

Larry Pelletier, 129 Second Street commented on the closing of Cascade Fiber adding that they were applying for a tax abatement for a large amount of money. He also commented on the sulfur problem at the lake a few years and said these were two things the Council should consider.

V. Unfinished Business

1. Ordinance 05-07112016

Adopting the Woodlot Management Ordinance. Public hearing and first reading.

Motion was made by Councilor Titus and seconded by Councilor Gilbert to adopt the Woodlot Management Ordinance.

Public hearing – Dave Griswold, 199 Gamage Avenue and member of the Forest Board has no concern about Council making the determination of funding but he did have concerns because of the nature of harvesting revenues which tend to be periodic. The Forest Board would like some assurance of some revenue over the next 5 to 10 years before another harvest is done. He is concerned that if the money is put into the general fund for the budget, it could disappear within a year and with the exception of tax revenue, there would be no money left for the Forest Board. Some communities set aside a dedicated amount for the purpose of supporting the forest.

Passage 7-0. A roll call vote was taken.

2. Order 47-07112016

Adopting the collection policy for Emergency Management Services.

Motion was made by Councilor Burns and seconded by Councilor Pross to adopt the collection policy for Emergency Management Services.

Motion was made by Councilor Titus and seconded by Councilor Stone to postpone this item to the first meeting in September (September 12, 2016). Passage 5-1-1 (Councilor Young opposed, and Councilor Walker abstained).

VI. New Business

3. Resolve 08-07182016

Supporting the Industrial Park Income Reutilization Negotiations.

Motion was made by Councilor Stone and seconded by Councilor Walker supporting the Industrial Park Income Reutilization Negotiations.

Public comment –no one from the public spoke.

Passage 7-0.

4. Order 51-07182016

Approving the request to waive the fees for the Team McKesson Flea Market fundraiser for the Dempsey Center.

Motion was made by Councilor Pross and seconded by Councilor Stone approving the request to waive the fees for the Team McKesson Flea Market fundraiser for the Dempsey Center.

Public comment –no one from the public spoke.

Passage 4-3 (Councilors Pross, Titus, and Burns opposed).

VII. Executive Session

- **Executive Session to discuss labor negotiations, pursuant to 1 M.R.S.A. §405(6)(D)**

Motion was made by Councilor Burns and seconded by Councilor Walker to enter into executive session pursuant to 1 M.R.S.A. §405 (6)(D).

Passage 5-0-2 (Councilors Young and Gilbert abstained). Time 7:30 P.M.

Council was declared out of executive session at 8:30 P.M.

- **Executive Session to discuss a personnel matter, pursuant to 1 M.R.S.A. §405(6)(A)**

Motion was made by Councilor Pross and seconded by Councilor Walker to enter into executive session pursuant to 1 M.R.S.A. §405 (6)(A).

Passage 5-0 (Councilors Burns and Stone were not present for the vote). Time 8:31 P.M.

Council was declared out of executive session at 9:07 P.M.

VIII. Reports

A. City Councilors' Reports

Councilor's Pross, Stone, Titus, and Gilbert had nothing to report.

Councilor Walker reminded the public that next Tuesday night the United New Auburn Association would be meeting at Rolly's Diner in New Auburn. Doug Greene, City Planner will be speaking at the meeting. He also wanted to remind everyone that the next Neighborhood Watch meeting is scheduled for July 28th at 6:30 PM at the Sixth Street Congregational Church in New Auburn.

Councilor Burns announced to the public of the next Community and Economic Development Meeting which is to be held on Thursday (July 21st), at 5:30 PM in Council Chambers in Auburn Hall.

B. City Manager Report – Reported that Deb Grimmig, long time Human Resource Director for the City is retiring. Friday, June 22, 2016 is her last day. He added that the she has been with the City for over 35 years. The City is losing a very dedicated employee, one he respects, adding that she will be missed.

He noted that the Police Department is going through their CALEA (Commission on Accreditation for Law Enforcement Agencies) recertification.

He also announced that on Thursday at 5:30 PM in the Community Room, the Mayor and Police Chief have invited the public to come out to let their voice be heard regarding what has taken place over the last few weeks with Police Officers across the nation. He also offered his condolences to Police Officers who have lost their lives in the line of duty.

C. Finance Director, Jill Eastman – June 2016 Monthly Finance Report

Motion was made by Councilor Titus and seconded by Councilor Walker to postpone until the next meeting that the Finance Director is in attendance.

Passage 7-0.

IX. Open Session - Members of the public are invited to speak to the Council about any issue directly related to City business which is *not on this agenda.*

No one from the public spoke.

X. **Adjournment -** Motion was made by Councilor Burns and seconded by Councilor Gilbert to adjourn. All were in favor, the meeting adjourned at 9:14 PM.

A True Copy.

ATTEST Susan Clements-Dallaire
Susan Clements-Dallaire, City Clerk

national night out

Auburn's Night Out Against Crime

08.02.2016

MAYORAL PROCLAMATION

WHERAS the Auburn Police Department is participating in a unique, nation-wide crime, drug and violence prevention program entitled "National Night Out"; and

WHERAS National Night Out provides a unique opportunity for the City of Auburn to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

WHERAS the citizens of our community play a vital role in assisting the Auburn Police Department through crime, drug and violence prevention efforts; and

WHERAS it is imperative that all citizens be aware of how they can help reduce crime, drug abuse and violence in Auburn; and

WHERAS police-community partnership, neighborhood safety, awareness and cooperation are essential to a strong, safe and united community;

NOW, THEREFORE, I Mayor Jonathan P. LaBonté do hereby call upon all citizens of Auburn to stand with the Auburn Police Department and support National Night Out at Festival Plaza on Main Street on Tuesday, August 2, 2016.

FURTHER, LET IT BE RESOLVED THAT, I, Mayor Jonathan P. LaBonté, do hereby proclaim Tuesday, August 2, 2016 as "National Night Out" in the great City of Auburn.

Mayor Jonathan P. LaBonté

Signed on this date

OFFICE OF THE MAYOR
CITY OF AUBURN

PROCLAMATION

MAKE-A-WISH DAY

WHEREAS A wish come true gives children battling life-threatening illnesses something to look forward to and, in many instances, the promise of a wish helps get them through some of their darkest days; and

WHEREAS Nearly 90% of surveyed medical professionals report that a wish had a positive influence on the child's health; and

WHEREAS the Maine chapter of the Make A Wish Foundation has granted over 1,200 wishes in the state of Maine, granting, on average, one wish every five days; and

WHEREAS Over 25 wishes have been granted to Androscoggin County kids in the last three years; and

WHEREAS Make A Wish in Maine has 98 kids awaiting a wish, the most ever since their founding over 30 years ago, and that the need for support, donations, and volunteers has never been greater, with all money raised in Maine staying here to help Maine kids;

NOW, THEREFORE, in recognition of the positive impact of Make A Wish in our region, and the strong support from those living in Auburn, including citizens serving on its Board of Directors, volunteering at their events and donating financially to granting wishes, I, Mayor Jonathan P. LaBonté, by virtue of the authority vested in me as Mayor of the City of Auburn, Maine do hereby proclaim August 13th as

MAKE-A-WISH DAY

AND ask our citizens to consider how they might join in support of this program through contributions of their time, talents or treasure.

IN WITNESS WHEREOF, I have hereunto

Set my hand and caused the Seal of the

City of Auburn, Maine

to be fixed this 1st day of August, 2016

Mayor Jonathan P. LaBonté

Norway Savings Bank Arena

auburnmaine.gov

Facility Update

- FY 16 and FY 17 Ice Usage Comparison and Projection
- Corporate Partner Update
- Facility Usage Update
- Ice Deck – Floor Cover
- New Zamboni Partner

Norway Savings Bank Arena

auburnmaine.gov

Skate hard. Dream big.

Norway Savings Bank Arena

Facility Usage

- <u>Projected FY 15-16 Ice Usage</u>
  - Rink #1
    - Hours = 1140.50 and Amount = $260,739.16
  - Rink #2
    - Hours = 1381.00 and Amount = $240,088.09

- <u>Actual FY 15-16 Ice Usage</u>
  - Rink #1
    - Hours = 1610.67 and Amount = $348,669.66
  - Rink #2
    - Hours = 2273.00 and Amount = $378,480.76

- Projected FY16-17 Ice Usage
  - Rink #1 and Rink #2
    - Increase of 300 hours
    - Dollar Amount = $64,500

Norway Savings Bank Arena

Corporate Partnership

FY 2015

- Total = $146,000.00

FY 2016 (51 Total Partnerships)

- Cash Sponsorship
  - $200,613.00
- In-Kind Trade (Budget Relieving)
  - $20,752.10
- Total (Cash + In-Kind Trade) = $217,816.75

Partnership Goals for FY 2017

- Cash Sponsorship
  - $230,000.00
- In-Kind Trade (Budget Relieving)
  - $25,000.00
- Total (Cash + In-Kind Trade) = $255,000

auburnmaine.gov

Skate hard. Dream big.

Facility Update

- NEW – Skate for a Cause Program
- UMaine Lady Black Bears – Oct 15 (BC) and Nov 26 (UNH)
- Tournaments
  - Maine Hockey Development
  - Lion's Tournament
  - Maine Amateur Hockey Association
  - ACHA (CMCC Hockey Tournament)
- Men's Recreational Summer Leagues
- Rousseau's Hockey Camp
- Boy's High School Summer Hockey
- Planet Hockey Camp
- Gladiators Camp
- Cumberland County Auto Club (Parking Lot)
- Wolfpack Fitness – Christmas in July

Norway Savings Bank Arena

Facility Update

30th Anniversary 1986-2016
Rousseau's Hockey Clinic
A family business teaching hockey players for 30 Years

auburnmaine.gov

Skate hard. Dream big.

Homasote Ice Deck

- **Economic and Reusable**
- **Unique Material**
- **Won't stick to surface**
- **Moisture Resistant**
- **Insulating and Sound Deadening**
- **Fire Resistant**
- **Environmentally Safe**
- **Money Saving**
  - Reduces energy consumption
- **Opportunities**
  - Open to events 12 months of the year
  - Trade Shows / Entertainment Events
  - National Events (2010 Roller Hockey Championship)

Skate hard. Dream big.

Central Maine ORTHOPAEDICS

A Division of Spectrum Medical Group

Norway Savings Bank Arena

New Zamboni & Fan Zamboni Partner

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Skate hard. Dream big.

Norway Savings Bank Arena

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Thank you for your support!

City of Auburn
City Council Information Sheet

Council Workshop or Meeting Date: August 1, 2016 **Ordinance:** 05-07112016

Author: Dan Goyette, Auburn Public Services Director

Subject: Public Woodlot Ordinance

Information: The Council had previously requested that a new Public Woodlot Ordinance be created. The Conservation Commission and the Forest Board have drafted, reviewed and shared their draft ordinance to all interested parties for their review. What is being presented is their recommended ordinance.

Advantages: Formalizes process for which timber will be harvested on City lands.

Disadvantages:

City Budgetary Impacts: Dependent on any revenue generated by harvesting existing timber.

Staff Recommended Action: Accept the new ordinance.

Previous Meetings and History: Transportation and Environment Council Subcommittee reviewed on March 16, 2016. Council also discussed during the 7/11/2016 City Council Workshop and the item was postponed until the 7/18/2016 Council meeting. Public hearing and passage of first reading on 7/18/2016.

Attachments: Council Committee Meeting minutes and draft ordinance.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Ernestine Gilbert, Ward Four

Leroy Walker, Ward Five
Grady R. Burns, At Large
David C. Young, At Large

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDINANCE 05-07112016

BE IT ORDAINED, that the City Council hereby adopts the Public Woodlot Management Ordinance under Chapter 56, Article II, Sec. 56-22 as attached.

Public hearing and passage of first reading on 7/18/2016 7-0.

City of Auburn
Public Woodlot Management Ordinance
Conservation Commission draft 1.28.16

Section 1 – Preamble.

The City of Auburn hereby adopts the following public wood lot management ordinance in order to regulate the forest management on public lands within the city, including properties used by various individual departments.

Section 2 – Authority.

This ordinance is enacted pursuant to the Home Rule Authority granted to the city in accordance with the provisions of 30-A M.R.S.A. §3001.

Section 3 – Definitions.

3.1 **Best Management Practices (BMPs) -** voluntary outcome-based guidelines established by Maine Forest Service to maintain water quality and minimize sedimentation of water courses

3.2 **Community Forest-** The sum of 1.Street trees within or upon the limits of any city road, public right of way or any highway within the meaning of 30-A.M.R.S.A. §3281; 2. Public trees included as part of landscaping at public buildings or parks; 3. Public woodlots i.e. parcels which include forested acres which provide or have potential to provide wildlife habitat, forest products, recreation, educational opportunities and other amenities.

3.3 **Designated Representative-** individual identified as responsible for overseeing forest management activities related to a timber harvesting operation. Principal contact with the forester supervising the harvest operation.

3.4 **Forest Management Plan-** A site specific document written by a professional forester with input from the landowner which establishes direction and goals for the management of a forest land area. The plan will specify all silvicultural practices and activities that support the landowner objectives and minimizes adverse environmental impact. Forest management plans normally include a description of the land and forest, inventory information, and management prescriptions. Forest management plans are typically updated every ten years.

3.5 **Harvest Plan-** A document prepared by a professional forester describing activities involved in a timber harvest, including but not limited to: maps of access routes, cut locations, principle trails to be used to remove harvested material, water crossings, log landings; cutting prescriptions and controls; buffer zones; BMPs to be used; and special considerations sufficient to support the objectives of the Forest Management Plan, and provide direction to the qualified logging professional conducting the operation under supervision of the forester.

3.6 **Professional Forester-** An individual qualified and licensed to practice forestry in the State of Maine. (Forest management in Maine is limited to licensed professional foresters.)

3.7 **Public Trees-**All trees located upon any public property owned by the city, including public property currently used by any individual departments.

3.8 **Public Woodlot** – The portion of the community forest not including street trees within or upon the limits of any city road, public right of way, or any highway within the meaning of 30-A M.R.S.A. §3281 and public trees included as part of landscaping at public buildings or parks. Public woodlots are parcels which include forested acres which provide or have potential to provide wildlife habitat, forest products, recreation, educational opportunities and other amenities.

3.9 **Qualified Logging Professional-** a logger trained according to Sustainable Forestry Initiative (SFI) Standard by an organization recognized by Maine's Sustainable Forestry Initiative Implementation Committee, including Maine Certified Logging Professional (CLP).

3.10 **Stakeholde**r- stakeholders include a range of persons, including city council, school committee, staff of individual city departments, adjacent landowners (abutters), and community members.

3.11 Any term or word of this ordinance which is not defined in this section shall have a meaning consistent with Title 30-A, M.R.S.A., to the extent that such term is defined in that Title; any terms that are not defined in that Title shall have a meaning consistent with common usage.

Section 4 – Development of a Forest Management Plan.

The city council or its' designated administrative board or staff member shall ensure that a forest management plan is written for any public woodlot(s) that are intended to be managed. The forest management plan shall be written by a professional forester with documented input from the individual department responsible for the management of the public woodlot and other stakeholders, in order to define management objectives to be addressed in the plan. The management plan should address multiple uses, including but not limited to biodiversity, control of invasive species, education activities, forest inventory, recreation, special places, timber harvesting, water quality, wildlife habitat, and any other appropriate considerations. The management plan should be updated every ten years and conform to the current stewardship guidelines as defined by the Maine Forest Service.

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Section 5- Conducting a Harvest

A). The city council or its' designated administrative board(s) shall approve any timber harvesting.

B). The harvest will be supervised by a professional forester who shall provide regular written progress reports to the designated representative member of the individual department responsible for the public woodlot. The designated representative shall be empowered to suspend the operation if objectives are not being met.

C). The harvest shall be conducted by qualified logging professionals.

D). The harvest will be conducted according to a harvest plan, written by a professional forester and approved by the designated representative, that supports the objectives of the forest management plan and provides direction to the qualified logging professional conducting the operation. The harvest plan will include BMPs to safeguard water quality.

E). Stakeholders, at minimum abutters, elected city officials, appropriate administrative board members and appropriate staff shall be notified 30 days prior to commencement of a harvest.

F). Within 90 days of completion of a harvest, a review will be conducted including the forester, designated representative and appropriate stakeholders, in order to evaluate the operation's outcomes. A written review shall be prepared for the city council or its' designated administrative board.

Section 6 – Harvest revenues.

Net Revenues generated from any timber harvests shall be deposited in a Timber Harvest Special Revenue Account. The proceeds in this account shall be distributed by the City Council during the annual budget process.

~~Net Revenues generated from any timber harvests shall allocated as follows:~~

~~20% to an account to be used to improve the community forest~~

~~20% to the Community Cords account~~

~~30% to an account for the support of the department managing the harvested woodlot i.e. Conservation Commission, Parks Department, School Department, etc.~~

~~30% to General Revenue~~

~~Exception. When deemed necessary by the city council, this provision may be waived by a super majority vote of the city council with five affirmative council votes, on a project basis.~~

Section 7 – Prohibition.

No person shall prune, plant, cut down, remove, or alter a public tree. See Section 7 below.

Section 8 - Guidelines for cutting or altering of public shade trees.

After a public hearing, the city council or its' designated administrative board shall have the authority to adopt, amend, or modify this ordinance. Thereafter, the city council or it's designated administrative board shall use those guidelines in making decisions pursuant to this ordinance.

Section 9 – Violations and penalties.

a) Any violator of any provision of this article shall be subject to a civil penalty payable to the city. Each act of violation shall constitute a separate offense.

b) Should any public tree be destroyed, the person causing the destruction shall also make restitution to the city in an amount equal to the cost to the city of removing the destroyed tree plus its replacement value.

c) Whenever the municipal arborist determines there are reasonable grounds to believe there has been a violation of any provisions of this article, he/she may initiate enforcement proceedings in accordance with the citation system established in article VIII of chapter 2.

d) In addition to the remedies set forth above, the municipal arborist, on behalf of the city, may seek an abatement of the violation, or injunctive relief, including an award of penalties and reasonable attorney fees, from the district court or the superior court.

e) The court also may order a violator of this article to reimburse the city for the cost of any action that was necessary to correct violations of the ordinance. If the city is the prevailing party in an enforcement action, it shall be awarded reasonable attorney's fees and costs.

Section10 - Severability.

The provisions of this ordinance shall be severable. If any portion of this ordinance is held to be invalid, the remainder of this ordinance and its application thereof shall not be affected.

City of Auburn
City Council Information Sheet

Council Workshop or Meeting Date: August 1, 2016 **Order:** 52-08012016

Author: Deputy Chief Jason Moen

Subject: Police Command Contract Article 19 Amendment

Information: This amendment corrects language in the article to reflect current practice. When the Maine Association of Police Auburn Patrol/Detective Unit Collective Bargaining Unit was approved, members were moved from the MePERS 2C Retirement Plan to MePERS 3C Retirement Plan. MePERS requires that all members of a department must be on the same plan and may not be broken down by collective bargaining unit. The Amendment reflects that Command Unit members are now participating in MePERS 3C Retirement Plan. The amendment also provides clarifying language for the In-Service Retirement Program.

Advantages:

Disadvantages:

City Budgetary Impacts: None

Staff Recommended Action: Authorize the City Manager to sign the Article Amendment.

Previous Meetings and History:

Attachments:

Article 19 (Existing)
Article 19 (Proposed Changes)
Article 19 (Final Copy)
Article 19 Amendment Agreement

ARTICLE 19–RETIREMENT (EXISTING)

Employees shall be eligible, through Maine Public Employees Retirement System, for retirement at the end of 25 years of service in the department at half pay regardless of chronological age.

Employees upon reaching 25 years of credited service, regardless of age, shall be eligible to enter into a retire in place program (the "Program"). The next day after an employee is eligible to retire with full benefits shall be their eligibility date (the "Eligibility Date") at which time they can opt into the Program. Under the Program they will be able to collect on their retirement while continuing to work at APO.

Upon entry into the Program, eligible members in good standing will agree to be immediately rehired for a maximum of 60 months. For each month beyond the Eligibility Date, the member reduces the maximum eligibility by the equal amount of months. The minimum amount of months in the program will be 12 months. All employees who opt into the Program must fully and finally retire from APO within 60 months of first reaching their Eligibility Date.

Upon initial separation, all members must cash out all allowed accrued time. Upon rehire, the member will be awarded 25 personal days. Annually the accrual of personal days will be posted on the anniversary date of the member's rehire. If a member separates prior to completing a full year, the amount will be prorated by month in calculating cash out of personal days.

If a member has become disabled while participating in the Program, the member shall be treated as they had concluded the Program.

Upon rehire, the participating member will receive an amount equal to 50% of the City's required MePers 2C plan contribution, which amount will be placed into an allowable tax deferred retirement contribution program.

All other provisions of this Agreement, other than those pertaining to accrued leave, shall not be affected hereby.

ARTICLE 19 – RETIREMENT (Proposed Changes)

Employees shall be enrolled in the Maine Public Employees Retirement System Plan 3C for retirement at the end of 25 years of service in the department regardless of chronological age.

Deleted: eligible, through

Employees upon reaching 25 years of credited service, regardless of age, shall be eligible to enter into an In-Service Retirement program (the "Program"). The next day after an employee is eligible to retire with full benefits shall be their eligibility date (the "Eligibility Date") at which time they can opt into the Program. Under the Program they will be able to collect on their retirement while continuing to work at APD.

Deleted: a retire in place

Upon entry into the Program, eligible members in good standing will agree to be immediately rehired for a maximum of 60 months. For each month beyond the Eligibility Date, the member reduces the maximum eligibility by the equal amount of months. The minimum amount of months in the program will be 12 months. All employees who opt into the Program must fully and finally separate from APD within 60 months of first reaching their Eligibility Date.

Deleted: retire

Upon initial separation, all members must cash out all allowed accrued time. Upon rehire, the member will be awarded 25 personal days. Annually the accrual of personal days will be posted on the anniversary date of the member's rehire. If a member separates prior to completing a full year, the amount will be prorated by month in calculating cash out of personal days.

If a member has become disabled while participating in the Program, the member shall be treated as they had concluded the Program.

Upon rehire, the participating member will receive an amount equal to 50% of the City's required MePERS 3C plan contribution, which amount will be placed into the ICMA 457 Deferred Compensation Plan, or similar plan as established by the City of Auburn

Deleted: 2C

Deleted: an allowable tax deferred retirement contribution program

All other provisions of this Agreement, other than those pertaining to accrued leave, shall not be affected hereby.

ARTICLE 19 – RETIREMENT

Employees shall be enrolled in the Maine Public Employees Retirement System Plan 3C for retirement at the end of 25 years of service in the department regardless of chronological age.

Employees upon reaching 25 years of credited service, regardless of age, shall be eligible to enter into an In-Service Retirement program (the "Program"). The next day after an employee is eligible to retire with full benefits shall be their eligibility date (the "Eligibility Date") at which time they can opt into the Program. Under the Program they will be able to collect on their retirement while continuing to work at APD.

Upon entry into the Program, eligible members in good standing will agree to be immediately rehired for a maximum of 60 months. For each month beyond the Eligibility Date, the member reduces the maximum eligibility by the equal amount of months. The minimum amount of months in the program will be 12 months. All employees who opt into the Program must fully and finally separate from APD within 60 months of first reaching their Eligibility Date.

Upon initial separation, all members must cash out all allowed accrued time. Upon rehire, the member will be awarded 25 personal days. Annually the accrual of personal days will be posted on the anniversary date of the member's rehire. If a member separates prior to completing a full year, the amount will be prorated by month in calculating cash out of personal days.

If a member has become disabled while participating in the Program, the member shall be treated as they had concluded the Program.

Upon rehire, the participating member will receive an amount equal to 50% of the City's required MePERS 3C plan contribution, which amount will be placed into .the ICMA 457 Deferred Compensation Plan, or similar plan as established by the City of Auburn

All other provisions of this Agreement, other than those pertaining to accrued leave, shall not be affected hereby.

CONTRACT AMENDMENT – ARTICLE 19 - RETIREMENT

It is hereby agreed that the existing Article 19 Agreement between the City of Auburn and the Police Command Unit shall be amended as indicated below and only as indicated below to memorialize the fact that the Command Unit members are at this time enrolled in the MePERS 3C Plan

_____

Howard Kroll
City Manager

_____

Lt. Timothy Cougle
Unit President

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Ernestine Gilbert, Ward Four

Leroy Walker, Ward Five
Grady R. Burns, At Large
David C. Young, At Large

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 52-08012016

ORDERED, that the City Council hereby authorize the City Manager to execute the amendment to Article 19 of the MAP Auburn Command Unit Collective Bargaining Agreement.

City of Auburn
City Council Information Sheet

Council Workshop or Meeting Date: August 1, 2016 Order: 53-08012016

Author: Geoffrey Low

Subject: IAFF Local 797 Collective Bargaining Agreement effective 7/1/16 – 6/1/19

Information: See attached

Advantages:

Disadvantages:

City Budgetary Impacts: The projected costs for implementing the 2% COLA and other benefit adjustments through the duration of the contract is $211,948.

Staff Recommended Action: As per negotiations with Local 797 about the terms of the agreement, staff has prepared an order and recommends its approval at this meeting.

Previous Meetings and History: The proposed Contract was reviewed in Executive Session on 07/18/2016.

Attachments:

- Copy of proposed contract
- Order 53-08012016

Collective Bargaining Agreement

Between the

City of Auburn

and the

AUBURN FIREFIGHTERS ASSOCIATION (LOCAL NO. 797)

July 1, 2016~~3~~ – June 30, 2019~~6~~

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PREAMBLE

Agreement made this day: _____ by the City of Auburn and the Auburn Firefighters Association, Local No. 797, International Association of Firefighters, AFL-CIO (hereinafter referred to as the Association.)

Pursuant to the provisions of Title 26 M.R.S.A., Chapter 9-A, §961, the City of Auburn, Maine enters into this agreement with the Auburn Firefighters Association, Local No. 797, International Association of Firefighters, AFL-CIO (herein referred to as the Association) to promote the improvement of the relationship between the City and the Association and their employees/members by providing a uniform basis for recognizing the right of public employees to join labor organizations of their own choosing and to be represented by such organizations in collective bargaining for terms and conditions of employment.

In consideration of the respective promises of the parties hereto and, pursuant to the provisions of M.R.S.A. Tile 26, Chapter 9-A (1973), and in order to increase general efficiency in the Fire Department, and to promote morale, equal rights, well being, and security of the Fire Department's permanent employees, it is agreed by the parties hereto as follows:

ARTICLE I - Recognition

Section 1 - Association

The City hereby recognizes the Association as the sole and exclusive bargaining agent of all members of the Auburn Fire Department except for the Chief, Deputy Chief, and clerical staff for purposes of bargaining with respect to rates of pay, wages, hours of work, working conditions and all other terms and conditions of employment.

Section 2 - Non-Discrimination

The City agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership in the Association by reason of his/her holding office therein, or by reason of being a member of a collective bargaining committee of the Association, and the City agrees that the provisions of this Article shall be applicable to all persons to whom this Agreement applies without discrimination.

All employees have the right to work in an environment free from discrimination unrelated to job performance. Intimidation and harassment of employees, whether it be by fellow employees or by management personnel, including sexual harassment in all its various forms, is unacceptable conduct, which may constitute as grounds for disciplinary action. This provision shall not in any way prevent the Association from discharging its duty of fair representation of any of its members.

Section 3 - Public Servants/Ethical Standards

The individual members of the Department and of the Association are to regard themselves as public servants, and as such they are to be governed by the highest ideals of honor and integrity in order that they may merit the respect and confidence of the general public.

Section 4 Union Political Activity

No firefighter shall be discharged, disciplined or discriminated against because of activity on behalf of the Union, which does not interfere with the discharge of his/her duties or any assignment, violate any provisions of the agreement, or violate any policy, ordinance, law of the City of Auburn, State of Maine, or of the United States. Political activity by Local 797 for candidates to Auburn City Council, Auburn School Committee, County Government, or State elected office shall provide an accounting of all contributions to the City Manager and City Clerk.

ARTICLE II - Management Rights

Except as otherwise provided in this contract, the City shall remain vested solely and exclusively with all of its common law and its statutory rights and with all management and supervision of operations and personnel including the right to hire, promote, suspend or otherwise discipline firefighters with just cause under the City Charter and Ordinances.

ARTICLE III - Labor Management

Section 1 - Purpose

The City, Union, and its members, agree to participate in a Labor Management Committee, whose purpose is to work together in identifying and implementing improvements to the operations of the Auburn Fire Department and service to the citizens of Auburn. The goals of the Committee include fostering good communications (both internal and external to the

department), sharing operational ideas and departmental concerns, reviewing operational and capital budgetary items as well as future planning initiatives, improving customer service (internal and external), increasing accountability and effectiveness, increasing productivity and realization of cost savings.

Section 2 - Employee's Role

Employees are encouraged to openly and actively share ideas and suggestions with the Committee. When faced with a concern or complaint, employees may introduce the subject at the Labor Management Committee for discussion and potential resolution. If this does not resolve the issue, employees may refer to Article XII, "Grievance Procedure".

Section 3 - Management's Role

Management is encouraged to foster a work environment which allows employees to be knowledgeable of departmental activities and planning, actively approach management, and to have the opportunity for open dialog. Management is also encouraged to discuss employee concerns and complaints, and to solicit input and suggestions to improve the operations of the Department and the work environment.

Section 4 - Committee Participation

The Labor Management Committee will meet monthly and consist of at least two (2) representatives from both the City and the Union. For the City, the members may include, but not limited to, the Fire Chief, Deputy Fire Chief, the Human Resources Director, the Assistant City Manager, the City Manager, or another member of city administration. The Union agrees to appoint at least three (3) representatives to the Committee and other members as may be needed for individual issues and/or sub-committees. Each Labor Management Committee meeting shall be called to order after a quorum of four (4) members—but no less than two City and two Union members—by the Fire Chief, or in his absence the Union President, or in his absence another person appointed by the Fire Chief, who will serve as chair; have its meeting time be posted in a place accessible to all employees and be open to other employees; have an agenda with at least unfinished and new business items; shall be recorded by way of written minutes; and shall have its draft and/or approved minutes be electronically posted. Notice for items to be placed on the Labor Management Committee Agenda shall be made not less than three (3) working days prior to the scheduled meeting. There shall be no extra compensation for those appointed to serve on the Labor Management Committee, unless already scheduled to work. Other Union members may attend if their work schedule permits.

It is in the best interest of the City of Auburn, the Fire Department, and our citizens, to create a forum such as the Labor Management Committee to function productively and effectively. If, at any time, either party determines the process is not working or is failing, either party may invite the Assistant City Manager or City Manager to attend to help facilitate and foster a healthy work environment between labor and management.

The work plan FY 17~~4~~ thru FY~~y~~ 19~~6~~ for the committee has been agreed to set the following priorities:

1. Department Physical Fitness Program to include the following elements: IAFF/IAFC Peer Fitness Trainer, yearly medical exams including periodic stress tests, and physical fitness exam based upon job standards. The Labor/Management Team will develop a program and will bring back recommendations detailing program goals and components, implementation schedules, program management and costs;
2. Driver Operator Position and recommendations for placement in pay plan;
3. Review of entire pay and benefit plan including sick and vacation accruals with the goal of completion ~~by December 31, 2015~~ for presentation of proposals for contract negotiations for successor contract;
4. ~~Accrual caps and carryover of compensatory time~~
5. ~~Distribution of EMS Personnel~~
6. ~~Sick Leave Authentication~~Reduction of sick leave use;

4. ~~Development of a policy on items to be purchased with the laundry allowance and the method of purchasing these items~~. Review policy on uniforms and laundry allowance;
5. New system for recalling firefighter to second alarms and other emergencies;
6. EMS Recall to work;
7. EMS Required classes.

ARTICLE IV - Dues Check-Off

Section 1 - Fair Share

The Association shall have exclusive rights to payroll deductions of membership dues and service fees. Any firefighter who at any time on or after the effective date of this Agreement is not a member of the Association shall, within thirty days after such conditions are met be required to choose from the options of: (1) membership in the Association; (2) payment to the Association of a service fee equal to 80% of Association dues as a contribution towards the cost

of collective bargaining, contract administration and the adjustment of grievances; or (3) exclusion from both. Each such firefighter shall be required to make his/her choice in writing on payroll deduction forms supplied by the Association. Failure to choose membership or the 80% service fee option shall constitute a choice of exclusion from both. An employee choosing exclusion from both membership and 80% service fee option shall be irrevocably bound by such choice except as provided hereinafter and if the employee request, shall be entitled to the services of the Association under the agreement only upon payment to the Association of reasonable fees, including fifty dollars per hour for employee representative services, and attorneys fees and costs and expenses, including arbitration fees and expenses, incurred by the Association on behalf of such employee. Any firefighter who is required by this Article or who was required under the terms of the predecessor agreement, to select from the options set about above may change his/her status with respect to those options during the 20 day period immediately prior to the expiration of this Agreement by giving written notice to the City and to the Association during that period.

The Union agrees to assume full responsibility to insure full compliance with the requirements laid down by the US. Supreme Court in Chicago Teachers Union v. Hudson 106 S. Ct. 1066(1986), with respect to the constitutional rights of fair share fee payers.

It is specifically agreed that any dispute concerning the amount of fair share fee and/or the responsibilities of the Union with respect to fair share fee payers as set forth above shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

Any employee covered by this Agreement at any time may submit a grievance to the City and have such grievance adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of this collective bargaining agreement and if the Association has been given reasonable opportunity to be present at any such meeting of the parties called for the resolution of such grievance.

The Association agrees in consideration thereof for itself and its members to individually and collectively perform loyal and efficient work and services, and it and they will use their influence and best efforts to promote and advance the interests of the taxpayer of Auburn.

Section 2 - Check-off

Upon written authorization of a firefighter, approved by the Association President, the City agrees to have the appropriate City Department deduct from the pay of each firefighter, as so authorized, the amount of funds as indicated on the Fair Share Agreement between the

firefighter and Association, to be deducted from his/her pay check each week, and deliver same to the Association Treasurer at his/her request, provided, however, that if any employee has no check due him or the check is not large enough to satisfy other deductions, then in that event no deduction will be made from said firefighter for that period. In no event will the City be obligated to collect fines or assessments charged by the Association to its members. The City shall not be obliged to deduct funds from the weekly pay after receiving written notice, on forms provided by the Association, that he/she no longer authorizes such deductions. The Association agrees in consideration thereof for itself and its members to individually and collectively perform loyal and efficient work and service, and it and they will use their influence and best efforts to promote and advance the interests of the taxpayer of Auburn.

Section 3 - Association Indemnification

The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with provisions of this Article. If an improper deduction is made, the Association shall refund directly to the employee any such amount.

ARTICLE V - Strikes and Slowdowns

The Association agrees that firefighters who are subject to the terms of this Agreement shall have no rights to engage in any work stoppage, slowdown, or strike in consideration of the right to a resolution of disputed questions. Any or all employees who violate the provisions of this Article may be subject to disciplinary action, including discharge. This provision is not intended to reflect an employee's refusal to carry out an unjustifiable management request.

ARTICLE VI - Wages and Compensation

Section 1 - Wages

All firefighters covered under this Agreement shall be paid in accordance with the attached wage schedule(s).

FY 2017 – 2% COLA

FY 2018 – 2% Employer Contribution into the Retirement Health Savings Account; 0 COLA; Steps if firefighter is eligible.

FY 2019 – Additional 2% (for a total of 4%) Employer Contribution into the RHSA; 0 COLA; Steps if firefighter is eligible.

All firefighters must complete performance evaluations on their anniversary date of hire or date of promotion. Firefighters who are eligible for a step-increase will receive it effective on their anniversary date of hire or promotion. ~~Firefighters and Fire Prevention Officer will not advance in steps during FY 2015 and 2016, and will not receive retroactive pay for steps not received during this contract.~~

Firefighters who are promoted will be slotted at the entry step of the new rank or at the step which brings them closest to but not less than 5%. The slotting of firefighters promoted to a higher rank will be considered as part of the overall pay plan recommendation by Labor Management Committee.

Any firefighter who receives a change or lapse in EMS license shall immediately notify the officer in charge of EMS Services in writing. Any firefighter who continues to receive EMS pay after his/her license has lapsed or who falsifies his/her license may be subjected to one week's suspension without pay.

Section 2 – Ambulance Assignment Incentive

Effective April 14, 2015 a stipend of $1.00 per hour shall be paid to each firefighter working on the Rescue/Ambulances.

Section 3~~2~~ - Tuition Reimbursement for Work-Related Courses

The City will reimburse 100% of the tuition for courses, seminars and conferences as long as the following criteria are met:

1. The course, seminar, conference receives written pre-approval by the Fire Chief.

2. The course is ***directly work-related*** (with the exception of elective courses accepted as part of the course curriculum for a Degree in Fire Science or Paramedicine); and

3. The firefighter agrees to use the knowledge and skills gained in training paid in part by the City for the benefit of the City.

4. Approved courses in the amount of $100.00 or greater may be pre-paid by the City. Upon successful completion of a course with a passing grade or certificate of completion, the City will reimburse the individual firefighter for the balance due of the approved tuition expenses,

which are not covered by scholarships, or other educational financial assistance. If the firefighter receives pre-payment for the course and he/she does not pass or receive a certification/license of completion, he/she will reimburse the City for the cost of the course.

The City will pay the full cost of all pre-approved EMS related courses, case reviews, seminars and skill labs. If a firefighter does not obtain the license or pass the course, case review, seminar or skill lab, after the City has paid the cost of the course, the firefighter/EMT will reimburse the cost of the course. As of October 16th 2012 if the firefighter has successfully completed an EMS upgrade, through the reimbursement of the city, the firefighter will be required to maintain the license for a minimum of three years. Should the firefighter separate prior to completing one year of service at the new license level the firefighter will reimburse the city a prorated amount of the tuition. The break down f the proration will be as follows:

- Firefighters that separate from the department less than three months after completion of the course will be required to repay the entire cost of tuition and books
- Firefighters that separate between three and six months after completion of the course will be required to repay fifty percent of the cost of tuition and books
- Firefighters that separate between six months and one year will be required to repay twenty-five percent of the tuition and books

After maintaining the license upgrade beyond the three year minimum the firefighter will be required to provide a Three–(3) month notice of intent to have the license lapse.

5. The City will reimburse costs of textbooks for pre-approved courses up to 50% or $50.00 whichever is greater. Approval for reimbursement for textbooks is dependent upon the constraints on funds in the Fire Department training account.

In response to a request, the Battalion Chief or Acting Battalion Chief may reassign on a temporary basis, personnel in order to allow on-duty personnel to attend educational opportunities in the local area. This section is intended to apply to those classes that have been requested by individual firefighters as opposed to departmental training. If the battalion is not at minimum, the firefighter(s) may attend class on duty in their personal vehicle, but will remain on call and will take a portable radio with them to class. At the discretion of the Battalion Chief or the Acting Battalion Chief, the firefighter may only need to respond on a "Condition" assignment. If battalion staffing is at minimum, the firefighter(s) may take apparatus to class if the other members of that company are in agreement to go along with the firefighter(s) attending class or the firefighter may attend class in a privately owned vehicle with a portable (the

apparatus would be treated as per current standards for apparatus down one firefighter on emergency leave). Whenever possible, if more than one firefighter on duty is attending the same class, the Battalion Chief or the Acting Battalion Chief will assign these personnel to the same piece of apparatus in order to limit the number of units on delayed response. Reassignments will be made in such a way as to keep Rescue in service and in normal response whenever possible. The following conditions will be required in order to utilize on duty participation for class:

1. On-duty attendance to class must be pre-approved by the Fire Chief.

2. The Chief has the right to limit the number of on-duty personnel attending class.

3. The class may only be in either Auburn or in a community that is contiguous to the City of Auburn-.

4. Units must remain in service at all times.

5. Spare Department vehicles may be used in place of privately owned vehicles.

6. There will always be a minimum of ten (10) firefighters in Auburn not on delayed response, unless specifically approved by the Chief or his designee.

Section 4 – EMS Licenses

- Any state, region or department mandated EMS license upgrade or training for EMT and above shall either be provided by the department while on duty or be fully compensated by the City to include overtime, tuition, and books.
- The City shall provide an adequate training program to assure that all current EMS providers are able to achieve the Maine EMS required continuing education hours in order to renew their license.
- Paramedic hiring is preferred.
- New Hires after January 1, 2015 are required to be a Paramedic within three (3) years.
- Support for new hires and current employees that volunteer to attend Paramedic training:
  - Approved costs, fees, overtime and/or shift coverage needed for the firefighter to attend the Paramedic course or to maintain licensure shall be borne by the City.
  - Except as otherwise identified "Approved costs or fees" shall mean the costs of textbooks, registration, lab, testing, tolls, and parking.
  - A department vehicle and fuel shall be provided for travel or mileage for use of a personal vehicle shall be reimbursed at the prevailing city rate ($.38 for 2016), but not less than 60% of the IRS standard mileage rate, from point of departure or duty station if training occurs on a scheduled duty day.

ARTICLE VII - Hours of Work and Overtime

Section 1 - Hours of Work

Firefighters' regular workweek shall consist of an average of forty-two (42) hours per week. For the duration of this contract, the regular tour of duty (on-duty shift) shall consist of a twenty-four hour continuous time period commencing at 7:00 a.m. and ending at 7:00 a.m. the following day. Firefighters shall remain in active status performing work assignments between the hours of 7:00 a.m. and 10:00 p.m. and 6:00 a.m. and 6:59 a.m. during on-duty shifts, except for the free time periods. The department will be organized under a four (4) battalion system.

A work cycle, for the duration of this contract, is defined as one twenty-four hour tour of on-duty time (on-duty shift) followed by three consecutive twenty-four hour time periods off beginning at 7:00 a.m. following the on-duty shift.

Section 2 - Use of Free Time

Firefighters shall be permitted to use recreational facilities furnished by the Auburn Firefighters Benefit Association when they are not specifically assigned to firefighting or other duties. It is understood that firefighters on a voluntary basis will frequently use their free time for study and on-the-job training.

Section 3 - Overtime and Compensatory Time

Firefighters performing work ~~shall be paid for work performed~~ on scheduled ~~regular~~ off-duty shifts ~~and during their free time period~~ shall have a choice of being compensated at ~~an~~ their overtime rate of one and one-half (1½) times their hourly rate as per the attached wage schedule or by accruing compensatory time at one and one half times the number of hours actually worked, except that for multiple alarms. (See Article XV) Firefighters participating on teams established or created by the Department (with the exception of firefighters serving on the Labor Management Committee) on their off-duty time shall have a choice of being compensated at their regular overtime rate or by accruing compensatory time at one and one-half times the number of hours actually worked. The following conditions shall apply to the accrual of comp time:

1. ~~The firefighter may accrue up to 48 hours per year;~~

Effective May 26, 2015 firefighters may accrue up to 96 hours with an option to increase that number on a case-by-case basis as determined by the Fire Chief or his designee.

2. ~~Comp time accrued but not used will be paid out the last pay-period in the fiscal year at the regular hourly rate in effect for the firefighter at that time;~~ Comp time accrued on or after May 26, 2015 may be carried for up to twenty four (24) months. If the comp time is not used and has been carried for more than twelve (12) months, it will be paid out the last pay-period of the fiscal year at the regular hourly rate in effect for the firefighter at that time.

3. No firefighter may choose to take comp time on a day on which his/her battalion would thereby be reduced below the minimum staffing level (because of prior scheduled vacations, existing extended sick leave, on-the-job injuries, or other cause known at the time notice is given).

Any on-duty firefighter returning to the fire station and completing his/her duties prior to 7:15 a.m. after answering a call received before the completion of his/her work shift at 7:00 a.m. shall receive no extra compensation. If he/she returns and completes his/her duties after 7:15 a.m. he/she shall be paid for one-half (1/2) hour at his/her overtime rate. If after 7:30 a.m. and before 8:00 a.m. he/she shall be paid for one (1) hour at his/her overtime rate; if after 8:00 a.m., at his/her overtime rate for all time worked after 7:00 a.m. as set forth in the attached schedule.

ARTICLE VIII - Acting Rank

Any firefighter selected to act as an officer of higher rank shall be entitled to receive acting rank in the amount of five (5) % over the non-EMS firefighter base hourly rate for a full tour of duty if he/she acts in said rank for a period in excess of half the tour of duty.

A firefighter performing overtime work while acting in higher rank shall receive one and one-half (1 ½) times his/her hourly rate of pay in such higher rank for such overtime work.

Firefighters, Lieutenants and Captains shall have the right to decline to serve as an officer of higher rank unless, in the judgment of the Chief, the Deputy Chief, or the Battalion Chief on duty, no other qualified on-duty firefighter is willing and available to serve. No firefighter who has been assigned to act in higher rank and who, in the judgment of the supervising officer, is performing such duties in a proper manner shall be reassigned to other duty for the purpose of depriving him/her of an opportunity to receive extra pay under the provisions of this Article.

When a firefighter is assigned to act in higher rank, he/she shall not receive an increase in pay for any day of such service during which an officer of equal or greater rank than that in

which he/she is acting is assigned to the same company for a period exceeding one-half (1/2) the shift (12 hours).

ARTICLE IX - Holidays

Each firefighter covered by this Agreement, shall, in addition to his/her regular weekly wage, be paid 1/4 of his/her weekly wage for each of the following holidays:

1. New Year's Day
2. Washington's Birthday
3. Patriot's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day
10. Christmas Day
11. Martin Luther King Day
12. Any one time national holiday mandated by the President and observed by other Auburn City Departments

Holiday pay will be based on the non-EMS firefighter's rank and step.

The day after Thanksgiving will be holiday routine, but the firefighter will not receive holiday pay.

Firefighters shall receive holiday pay during the pay period following the date in which the holiday falls. The Office Manager will post the calendar noting the holiday pay dates for the year.

ARTICLE X - Vacations

Section 1 - Vacation Accrual

For the purposes of this article, it is understood that years of service will mean continuous years of service. Probationary firefighters (members with less than twelve (12) months of service) will accumulate hours at the rate of eight (8) hours per calendar month. Probationary firefighters may not take vacation leave during their first twelve (12) months of service unless there are special circumstances which would warrant the Chief, or in his absence, the Deputy

Fire Chief authorizing a waiver of the restriction on vacation leave. Requests for waivers and the administrative decision regarding the request shall be in written form.

Firefighters with less than six (6) years of service will accrue vacation hours at the rate of eight (8) hours per calendar month. Firefighters with a minimum of six (6) years of service but less than fourteen (14) years of service will accrue vacation hours at the rate of twelve (12) hours per calendar month. Firefighters with fourteen (14) or more years of service shall accrue vacation hours at the rate of sixteen (16) hours per calendar month. Effective January 1, 2014 firefighters with twenty (20) or more years of service shall accrue vacation hours at twenty (20) hours per calendar month. If the firefighter's anniversary date of hire falls on or before the 15th of the month, the firefighter will receive his/her additional vacation accrual that month. If the firefighter's anniversary date falls on or after the 16th of the month, then the firefighter will receive his/her additional vacation accrual the following month. This will occur only during the sixth, ~~and the~~ fourteenth and twentieth years of service.

Vacation hours will continue to accrue during sick leave absences, while on on-the-job-injury, or any other paid absences authorized by the Chief or Deputy Chief.

Except for the first month of service and the last month of service, vacation hours for each month shall be awarded on the last day of each calendar month and then added to the firefighter's current balance. The month in which employment begins shall be counted as a month of service if the date of hire occurs before the 16th of that month. The month in which employment terminates shall count as a month of service if the date of resignation is after the 15th day of the month. The Fire Department administration will post a report detailing each firefighter's total accumulation of vacation hours. Firefighters may take vacation time at any point throughout the year, but on January first of any year, all vacation balances will not be in a negative number. It must be zero or greater. It will be the responsibility of the Deputy Chief to make sure no one uses more time than they should.

Unless otherwise specified in this Article, vacation leave will be taken in increments of one-week periods (blocks). For vacation leave purposes, a one-week period is defined as commencing on Sunday at 7:00 hours and ending on the following Saturday (at the end of the shift 07:00 hours).

Vacation leave will be deducted on an hour for hour basis with a minimum of a twenty-four (24) hour time period (continuous block of time). Thus, if two duty days fall within the vacation week, then forty-eight (48) hours will be deducted from the firefighter's total hours

accumulated. Also if only one duty day falls within the vacation week, then twenty-four (24) hours will be deducted from the firefighter's total vacation hours.

Section 2 - Vacation Selection

Vacations shall be chosen by firefighters on the basis of total years of service in the department without regard for time served in a specific rank. A maximum of two firefighters per battalion can be on vacation at the same time.

Vacation period selections for the upcoming calendar year shall commence with the initial department wide process conducted in the first full week of November starting on Monday and ending on Thursday of the present year. The Battalion Chief will notify all upcoming year shift members in writing of the date and time for vacation selection at least two (2) weeks prior to actual picking date. During this period of time all vacation weeks will be picked. Firefighters may decline to select any or all of their vacation periods during this process. Any firefighter who declines to select their vacation period(s) during this process forfeits his selection and may not select his/her vacation periods until the vacation process is completed. The firefighter who declines to select their vacation period(s) must notify the Deputy Chief, or in his absence, the Chief, of his decision.

For purposes of record keeping, the firefighter's declination(s) shall be noted (and initialed) in the appropriate block(s) on the cover sheet attached to his/her battalion's schedule.

The selection of vacation periods earned for the upcoming calendar year shall take priority over all other earned periods of time off (including vacation periods carried over from the previous year). During the month of November each firefighter, based on seniority, shall have the opportunity in a department wide process to:

1. Select/decline their first two seven (7) day vacation blocks (to be completed during the first full week of November on their duty day starting Monday). If an employee is not present during this time frame, he/she needs to leave a list with the Battalion Chief of the dates he/she wishes to take, as well as a phone number, so the Battalion Chief can contact the employee if the dates he/she has asked for are not available. If the employee does not conform to this, he/she will forfeit their vacation selection and not be allowed to pick their vacation until after November 21st. Any employee who passes on their picks at this point or any other point in the vacation selection process will not be allowed to pick the remaining vacation time until after November 21st.

2. After seven (7) years of service, select/decline their third seven (7) calendar day vacation block upon the battalion's completion of step 1 (to be completed on the first duty day of that week), and then,

3. After fifteen (15) years of service, select/decline their fourth seven (7) calendar day vacation block upon the battalion's completion of step 2. (Selection of fourth week block will be completed on the first duty day in the first week of November.)

4. After twenty-one (21) years of service, select/decline their fifth seven (7) calendar day vacation block upon the battalion's completion of step 3. (Selection of fifth week block will be completed on the first duty day in the first week of November.)

If firefighters are changing battalion, they shall select vacations dates with the battalion they will be working with in the upcoming year.

Upon completion of the November selection process, the battalion cover sheet and vacation selection process shall be forwarded to the Deputy Chief and a copy posted on-line ~~in the Battalion Chief's office, at Engine 5 station and at Engine 2 station~~. Following the completion of the November selection process, the firefighters may randomly substitute/exchange up to two vacation block weeks (48 on-duty hours per week) for up to four individual vacation days (twenty-four hour on-duty shifts). The selection of individual vacation days shall commence no sooner than 11/21. All requests for earned time off including carried over vacation periods, etc. for the upcoming calendar year shall not be accepted nor submitted prior to 07:00 hours on 11/21. ~~All requests will be submitted through the Battalion Chief's Office.~~ All time off requests will be submitted using SOP N-103. The requests shall be forwarded to a Battalion Chief in written form including the date of the request, time of day the request was submitted (hours:minutes), and the signature of the BC or his replacement.

Section 3 - Vacation Changes

Any firefighter having declined to select a vacation period during the November process shall be allowed to select any unclaimed vacation period (less than two firefighters on vacation) for that calendar year. The request shall be forwarded to the Battalion Chief in written form including the date of the request, time of day the request was submitted (hours:minutes), and signature of the BC or his replacement. A firefighter's change of a previously selected vacation period will not be allowed if it causes replacement hiring to maintain the minimum staffing level per battalion on a day when a floating holiday has already been confirmed. A firefighter who

requests vacation time that includes a day already approved as a floating holiday and that would cause replacement hiring to maintain minimum staffing level per battalion on that day will be responsible to find a swap or have to forego the change in vacation.

Firefighters shall be entitled to unlimited changes in previously selected vacations provided that notice of such change is approved by the Battalion Chief, and all other conditions for vacation changes are met. Approval or denial of the requested change shall be in written form. Such approval by a Battalion Chief shall not be unreasonably withheld.

A firefighter may accumulate an absolute maximum of 288 hours (six weeks @48 hours per week) at the end of any calendar year. If the hours exceed 288 hours, all unused hours will be forfeited, except if a firefighter is unable to take vacation due to an on-the-job-injury or extended sick leave. If a firefighter is unable to take vacation due to an OJI or extended sick leave, he/she can exceed the cap by 192 hours.

Section 5 - Floating Holidays

Each firefighter is entitled to choose and take off one floating holiday per calendar year. From 07:00 hours on the Friday after vacation selection through 11/20, firefighters shall either pick or pass on selecting their floating holidays. All requests shall include a single date selection and will be submitted to the Battalion Chief's office in e-mail -form. Firefighters may choose a day on which their battalion would thereby be reduced below the apparatus staffing level except due to prior scheduled vacations or floating holidays. Within twenty-four (24) hours of the request, the Battalion Chief shall notify the requesting firefighter that his/her floating holiday date is confirmed, approved pending the battalion's return above the apparatus staffing level, or that it is denied because of prior scheduled vacation or floating holidays. A floating holiday that is approved pending the battalion's return above the apparatus staffing level will be a placeholder only. The firefighter shall ensure that his/her holiday has been confirmed at least one shift before his/her selected date.

If selecting a holiday after 11/20, no firefighter may choose a holiday on a day on which his/her battalion would thereby be reduced below the apparatus staffing level (because of prior scheduled vacations, existing extended sick leave, on-the-job injuries, or other cause known at the time notice is given). Within twenty-four (24) hours of the request, the Battalion Chief shall notify the requesting firefighter that his/her floating holiday date is confirmed, or that it is denied because it would cause a reduction in force below the staffing level per apparatus.

The purpose of this provision is to allow the firefighter choosing a floating holiday to make advance plans for the enjoyment of that holiday, while minimizing the occasion on which the City will incur extra cost for replacement to maintain apparatus staffing.

Floating holidays may not be carried over from one year to another without the approval of the Chief. The Chief will consider any extenuating circumstances when approving or denying the carryover of floating holidays.

ARTICLE XI - Sick Leave

Section 1 - Use of Sick Leave

It is the expectation of the City of Auburn and I.A.F.F., Local 797 that firefighters will be available for duty. However it is recognized from time to time, a firefighter will be absent due to illness. Therefore firefighters shall accrue sick leave at a rate of thirteen (13) hours for each calendar month of service to be used for the firefighter's personal illness or for a member of the firefighter's "immediate family". For purposes of this article, "immediate family" is defined as a spouse, significant other, child, or parent. A firefighter absent because of any one or more of the foregoing reasons shall cause such fact to be reported to the officer in charge immediately. A firefighter shall also be entitled to sick leave when his/her disability arises out of or in the course of actual gainful employment outside the Fire Department, except when he/she is receiving worker's compensation for injury or illness. A firefighter on sick leave shall call in when he/she is able to return to duty.

Actual hours of sick leave used shall be charged against a firefighter for each workday that he/she is absent from duty for any of the reasons set out in the first paragraph of this Article.

Section 2 - Return to Work/Fitness for Duty

Any firefighter who is unable to work for eight (8) consecutive calendar days (counted beginning with the date of absence shown on the "Report of Absence" Report ~~slip~~) or more due to personal injury or illness shall deliver a doctor's certificate before returning to work stating that the firefighter is fit for duty. The expenses, if any, for obtaining the doctor's certificate shall be borne by the City, including reimbursement to the firefighter within one (1) week of submission of a request for reimbursement with attached receipt. The officer on duty may require him/her to report to work if it is his/her regularly scheduled workday. Such returning firefighters shall be charged for sick leave on a pro-rated basis, and his/her replacement, if any, shall be paid on a pro-rated basis.

Section 3 - Sick Leave Authentication

Every Month, the Fire Chief, or his designee and the Union President will review the sick leave records to determine if there is a potential pattern of sick leave abuse. Such patterns might include but are not limited to the following be:

1. The firefighter uses sick days as soon as they are credited to him/her

2. High usage of sick leave for the firefighter or his immediate family without corresponding documentation as to the reasons for sick leave

3. Use of sick leave the shift before or the shift after scheduled vacation, floating holidays or swaps

4. Use of sick leave on the days for which leave had been previously requested, but denied

5. Use of sick leave on a particular day of the week

6. Use of sick leave which corresponds to an undesirable work assignment

7. Use of sick leave for a full 24 hour shift when the firefighter could have reported back to work for a partial shift

In any case, the Fire Chief or his designee may, in the exercise of his/her independent judgment, require further authentication of a claim for sick leave including a doctor's certificate as to the nature of the firefighter's disability and that he/she is unable to work. Authentication may also be requested to verify that a firefighter is required to care for a family member. The firefighter shall select the doctor from whom the certificate is to be obtained. Authentication must take place within 24 hours of the firefighter's call onto the sick list. This should take place at the doctor's office of the firefighter's choice if possible. If this is not possible, then authentication will be obtained from an emergency department. Any expenses incurred in obtaining a doctor's certificate shall be borne by the City. Pending receipt of such authentication, the City may withhold further sick leave payments.

If the Fire Chief or his/her designee notes a pattern of potential sick leave as described above, he may require the firefighter to provide a doctor's certificate each subsequent work day the firefighter is on sick leave until such time as the pattern is no longer evident or the amount of sick leave is substantially reduced.

~~Section 4 - Sick Leave Incentives~~

~~On a quarterly basis, the Union President and the Deputy Chief will assess the impact of the elimination of the Sick Leave Incentive Program on sick leave usage and will report back to the Labor Management Committee~~

Section ~~4~~5 - Wellness Incentive Days

Firefighters who participate in the City of Auburn Wellness Incentive Program and who have earned a Wellness Day Off may request the Wellness Day off by submitting the request 96 hours in advance to his/her Battalion Chief. It is the responsibility of the firefighter to ~~take time off by~~ call~~ing~~ into the Battalion Chief no earlier than 6:00 a.m. to determine if his/her shift is within the apparatus staffing for the day. If the shift does not have to hire extra personnel, the firefighter may have the shift off without being charged against his/her accrued sick or vacation leave. If the apparatus is at minimum staffing, the firefighter may not use his/her Wellness Incentive Day on that day.

Section ~~5~~6 - Sick Bank

The City Manager may from time to time authorize a sick bank for individual employees on a case-by-case basis if they meet certain criteria. If a firefighter voluntarily participates in a City-wide sick bank, the hours donated will be deducted from the firefighter's accumulated sick and/or vacation leave. ~~The firefighter's participation will not affect his/her eligibility for perfect attendance as per Article XI Section 4.~~

ARTICLE XII - Grievance Procedure

Section 1 - Grievance Procedure

A grievance shall be defined as any dispute or disagreement raised by an employee in the bargaining unit or the City involving interpretation or application of the specific provisions of this collective bargaining agreement. Grievances, when presented by the Union to the City or by the City to the Union shall state in writing what provision of the collective bargaining agreement

has been violated, and how the agreement has been violated, and shall state what the requested remedy is. Grievances shall be settled as provided in the following sections.

Section 2 - Firefighters Grievance

Step 1. The aggrieved firefighter shall first meet with the individual(s) with whom he/she has the issue in order to determine all the facts and to attempt to resolve the issue before proceeding with the grievance. This meeting should be held as soon as reasonably possible.

Step 2. Any aggrieved firefighter shall submit his/her grievance to the Association.

Step 3. The Association may submit a grievance on its own behalf, or that of one or more of its members. Any such grievance will be submitted by delivery in writing to the Fire Chief. A grievance on behalf of less than all members of the Association shall be filed within thirty (30) calendar days after the aggrieved firefighter(s) knew, or should have known of the facts giving rise to the grievance. A grievance on behalf of the Association itself, or of all of its members, shall be filed within thirty (30) calendar days after one or more of the Association elected officers knew, or should have known of the facts giving rise to the grievance. Any grievance not filed within the thirty (30) calendar days time limit or, under any circumstances, within one (1) year of the time of occurrence that gave rise to the grievance shall not be considered timely and shall be deemed waived. The Fire Chief shall issue a written response to the Association within ten (10) administrative working days of a receipt of a grievance.

Step 4. (Optional) If unsatisfied with the Fire Chief's action, the Association may request a meeting with the Assistant City Manager or Human Resources Director to review the grievance. The meeting shall include all parties pertinent to the grievance and shall be held within ten (10) working days from the date of the Fire Chief's decision.

Step 5. If unsatisfied with the Fire Chief's action, or the steps as outlined in Step 4 above, the Association may appeal in writing to the City Manager within ten (10) administrative working days after receipt of the Fire Chief's decision (or ten (10) administrative working days after meeting outlined in Step 4 above). The City Manager will schedule and hear the appeal within ten (10) administrative working days after receipt of the notice of appeal. At this hearing the Association may present witnesses and evidence in support of their position. The City Manager shall forthwith consider the appeal, witnesses and evidence

and notify the Association of his/her decision within ten (10) administrative working days after the hearing takes place.

Step 6. If unsatisfied with the City Manager's decision the Association, within ten (10) administrative working days after receipt of the City Manager's decision, may advance the grievance to mediation pursuant to Title 26, M.R.S.A. §965(2), Mediation, so as to have a mediator appointed from the Panel of Mediators to assist the parties in resolving the grievance. Upon filing for mediation, the requesting party may simultaneously file for arbitration, provided the mediation be scheduled and take place prior to arbitration. To expedite the process, the requesting party may provide the estimated share of providing the service and then be reimbursed pursuant to Title 26, M.R.S.A §965(5). Mediators appointed to grievances that are furthered to arbitration are not allowed to participate with the arbitration process. Upon mutual consent, the City and Association may waive the preceding steps and progress to Arbitration.

In the event the parties were unable to resolve the grievance, the grievance may be advanced to binding arbitration, by giving written notice of its intention to do so within ten (10) administrative working days after the conclusion of the mediation process. The parties shall agree upon a single neutral arbitrator *from the Maine Board of Arbitration and Conciliation (MBAC)* or if the parties are unable to agree, either party may request the American Arbitration Association (AAA) to assign an arbitrator. The request to the *MBAC* or *AAA* must be made within thirty (30) days after the conclusion of the mediation process. The arbitration shall be in accordance with the Rules of the *MBAC* or the *AAA*. The arbitrator shall have no authority to add to, subtract from or modify the provisions of this Agreement. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of the testimony and argument. The decision shall be final and binding upon the parties thereto although subject to appeal to the Maine Superior Court and Maine Supreme Judicial Court.

Costs associated with this process and arbitrator decisions shall be determined by Title 26, M.R.S.A. §965.

Section 3 - City Grievance

The City shall notify the Association within thirty (30) days of the day it knows, or reasonably should have known the facts giving rise to the dispute. Any grievances not filed within the thirty (30) day time limit, or, under any circumstances, within one year of the time of occurrence that gave rise to the grievance shall not be considered timely and shall be deemed

waived. Within ten (10) administrative working days thereafter, the parties shall meet to attempt to resolve the matter at the Labor Management Committee.

If unsatisfied with the Labor Management process, the City within ten (10) administrative working days may advance the grievance to mediation pursuant to Title 26, M.R.S.A. §965(2), Mediation, so as to assist the parties in resolving the grievance. Upon filing for mediation, the requesting party may simultaneously file for arbitration, provided the mediation be scheduled and take place prior to arbitration. To expedite the process, the requesting party may provide the estimated share of providing the service and then be reimbursed pursuant to Title 26, M.R.S.A §965(5). Subsequent and necessary action may be advanced within ten (10) administrative working days after receipt of the mediation process, whereby the parties were unable to effect a settlement of their controversy, by either party, pursuant to Title 26, M.R.S.A. §965(4), Arbitration. Mediators appointed to controversies that are furthered to arbitration are not allowed to participate with the arbitration process. Upon mutual consent, the City and Association may waive the preceding steps to Arbitration. Costs associated with this process and arbitrator decisions shall be determined by Title 26, M.R.S.A. §965, Obligation to bargain, as amended.

Section 4 - Extensions of Time Limits

Time limits provided herein may be extended by written agreement of the parties. Request for extension shall not unreasonably be withheld.

ARTICLE XIII - Leaves

The Auburn Fire Department and the City of Auburn have a proprietary interest in ensuring the safety and security of its staff, citizens, and visitors. To that end it is the goal of both stakeholders to limit the amount of time that firefighters are away from their apparatus or stations. Evidence has proven that the earlier a sufficient number of trained responders arrive to manage an incident, regardless of nature, the faster the incident will be controlled increasing the chances of a positive outcome.

Section 1 - Funeral Leave

Leave of absence without loss of pay and without loss of sick leave shall be granted to any firefighter for five (5) consecutive calendar days because of death of a spouse or child and three (3) consecutive calendar days because of a death in the immediate family, plus any actual travel time reasonably required to return from out-of-state. Immediate family shall be defined to include mother, stepmother, father, stepfather, brother, stepbrother, sister, stepsister, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents,

spouse's grandparents, grandchildren and any other person living in the firefighter's household. Such leave shall commence not later than the date of interment. Any additional time needed after the expiration of the five (5) day period in the case of a spouse or child or three (3) day period in the case of other immediate family members shall be charged against the firefighter's sick leave. If the firefighter is unable to return to duty at the end of the five (5) or three (3) day period, he/she shall so notify the Battalion Chief on duty at Central Fire Station by the fifth or third day.

A firefighter may also be granted leave to attend the funerals of the persons not mentioned in the Article at the discretion of the Chief. If the firefighter takes more than six (6) hours for the funeral for an individual not specifically mentioned in the list above, the entire time will be charged against the firefighter's accrued sick leave.

Section 2 - Emergency Leave

Any firefighter shall be permitted to leave immediately (without loss of pay) and without replacement on account of any emergency concerning his/her home or his/her family upon giving notice to the Battalion Chief or officer in charge, provided that he/she report within an hour after taking leave the amount of time that will be required to attend the emergency. Any time away from work in excess of one (1) hour will be charged to sick leave.

Section 3 – Incidental Leaves

Incidental -Leave is an unplanned leave for taking care of non-emergency personal business, such as going to the bank to cash a check. It is not meant for a long term absence of more than 15 to 30 minutes or for planned events. These are reasonable conditions to be imposed on incidental leave to accomplish the needed task. The Battalion Chief and the Acting Battalion Chief may approve incidental leave and have the right to impose other restrictions on this leave or may allow for longer leave if the reason makes sense. For normal incidental -leave 15 to 30 minutes will be the time limits to shoot for.

Emergency leave is for an *emergency***,** and not a leave to be used for in a planned event. Emergency leave is for those unplanned events that need your immediate attention such as an emergency concerning your family or your home.

Section 4 - Association Meetings and Seminar Leave

A firefighter shall be granted leave of absence without loss of pay to attend meetings or seminars approved by the Association provided, however, that such leave shall not exceed an

accumulated total of three (3) on-duty working days, and provided further, that the City shall not be required to grant such leave if a replacement would have to be obtained in accordance with the staffing requirements established in Article XV, Section 1 of this Agreement.

ARTICLE XIV - Exchange of Shifts and Transfers

Section 1 - Exchange of Shifts

Firefighters shall be permitted to exchange work shifts and off-duty shifts provided that:

1. Their replacements are qualified to perform their duties. ~~and provided,~~

2. Exchanges may be made for the purpose of engaging in gainful employment so long as such gainful employment involves activities directly related to the firefighter's job duties and/or professional development. Such an exchange must be pre-approved in writing by the Chief or his/her designee. Approved exchanges for gainful employment shall not count towards the bank referenced below.

3. An employee whose loaned time off is being repaid may perform such work as he/she usually performs when not on duty with the Fire Department.

4. Exchanges being made for the purpose of satisfying military service requirements or approved education and training, shall not be counted towards the bank referenced in number five below for either the firefighter initiating or fulfilling "pay-back" the swap

5. Each firefighter shall have a bank of 288 hours from which he/she may draw for exchange of shifts in excess of twelve (12) hours. Swaps of twelve (12) hours or less do not count toward the swap bank. Swaps referenced in #7 below may also not count at the discretion of the Chief or his/her designee.

6. No more than three (3) firefighters on any work shift may be granted such exchanges except that, in the discretion of the Battalion Chief, additional exchanges may be permitted provided their replacements are qualified and no weakening in the department's firefighting capacity will result.

7. A firefighter may not be allowed to participate in 24-hour exchanges of shifts which would cause him to be off-duty for more than four consecutive work cycles (a work cycle is defined as one 24 hour period on-duty followed by three 24 hour periods off-duty) unless

approved by the Chief or his/her designee. Situations qualifying for such approval include but shall not be limited to military leave, educational endeavors, and extended illness/injury.

8. The Battalion Chief may approve swaps according to these guidelines except as noted elsewhere in this article.

This exchange of twenty-four (24) hour shift limitation shall not affect vacation or other off-duty time provided for in this agreement and is not intended to prevent individuals from coordinating exchanges of shift with vacations or other off-duty time provided for in this agreement.

The limitation on the number of allowable exchanges of twenty-four hour shifts shall not affect occasions when the firefighter requests a swap for the purposes of attending a job-related seminar, course or other educational program, provided that the firefighter has the proper documentation as to the nature and schedule of the seminar, course, etc., and has received prior approval from the Chief or his designee.

If a firefighter who is due to work the shift of another on account of an exchange becomes ill or is injured off the job more than 24 hours prior to the time he/she is due to report for that shift, it is that firefighter's responsibility to find a replacement so that the exchange does not cost the City additional money in the form of overtime for a replacement. If a firefighter who is due to work the shift of another is injured on the job more than seventy-two (72) hours prior to the time he/she is due to report for duty, it is that firefighter's responsibility to find a replacement so that the exchange does not cost the City additional money in the form of overtime for a replacement. If such a replacement is not found, the firefighter shall be responsible for reimbursing the City in the amount of the difference between what his regular pay would have been for that shift and the amount actually paid to the person who replaced him/her.

Section 2 - Transfers, Permanent Positions, Bidding, EMT Assignments

1. Vacancies: When a permanent vacancy occurs in a position, transfers will be governed by the provisions of this article. As used in this article a "vacancy" shall mean a position not occupied due to death, retirement, transfer, resignation, dismissal, promotion of an incumbent or an unfilled newly created position. When a vacancy occurs, rank for rank picking by seniority will be done within the battalion that has the vacancy. Only the affected rank will pick. If the selection creates a non-EMS unit, refer to Section 2-5.

2. Establishing Permanent Positions: On the first Wednesday of every other October commencing in 2002, each member will be given the opportunity to pick his permanent assignment from any of the remaining positions in his rank. An Executive Committee member will assist the Deputy Chief in the administration of this transfer process. The most senior Battalion Chief will pick first having four (4) choices. The next senior Battalion Chief will have three (3) choices, etc., until all Battalion Chiefs have picked. The next picking will be done by the Captains, Lieutenants and the Privates observing the same procedure. After all members have picked according to the provisions of this section they will be in their permanent positions. If a member is not available to make this selection, a prioritized list of selections must be left in writing with the Deputy Chief. All transfers will take effect on the first Sunday in January.

Any employee, who holds an EMS position under this Article, shall maintain his/her EMS license required for his/her permanent position.

3. Bidding: Every year (except when establishing permanent positions) during the last two weeks in September any member who would like to change his position shall put it in writing in a sealed envelope and submit it to the Deputy Chief. Those positions will be put into a pool and are the only positions up for bid. All bids will be awarded in order of seniority according to rank. Members who have not submitted their position to the pool will not be allowed to bid. Posting date will be October 1st, and will include all available positions and personnel by rank and seniority. Bidding will be done during the first two weeks in October.

4. Seniority: Transfers shall be rank for rank and seniority is defined as time in rank. "Time-in-rank" seniority is defined as the length of continuous service in their present rank from the date of promotion, less any adjustments due to approved leaves of absence without pay (unless otherwise agreed by the City Manager).

In the case of an officer who has been reduced in rank, that officer's time-in-rank seniority shall be considered to be the length of continuous service in that particular rank including the time the officer was in the rank from which he was reduced. If time in rank is equal, then time in the Department prevails.

5. EMT Assignment Procedures:

(a) The rescue crew shall consist of a State of Maine licensed paramedic and at least a State of Maine licensed EMS provider.

(b) All apparatus~~pumps~~ will have at least one State of Maine licensed EMS provider assigned to it.

(c) Paramedics will be distributed as equally as possible between the battalion.

(d) If an apparatus~~pump~~/rescue does not have a State of Maine licensed EMS provider assigned to it after establishing permanent positions, the senior State of Maine licensed provider of the same rank on the battalion will be asked to go to the apparatus~~pump~~/rescue that is lacking a State of Maine licensed EMS provider. If he chooses that assignment he will bump the junior person of the same rank on that truck. The person who got bumped has the right to go to the firefighter on the battalion that he is most senior to and bump him, that following suit until everyone has a position. If he chooses, he can go to the vacant spot held by the State of Maine licensed EMS provider that is moving. If the senior State of Maine licensed EMS provider of the same rank does not want to move, the next senior State of Maine licensed EMS provider of the same rank on the battalion will be asked to go to that position continuing the same procedure as described above. This process will be repeated until all apparatus~~pumps~~/rescue have State of Maine EMS provider assigned to it. If the EMS position is not filled, the junior State of Maine EMS provider of the same rank on that battalion will assume that position.

6.Paramedic Roster: The Fire Department shall have a minimum Paramedic roster level of sixteen (16). Current Paramedics will be included as part of the roster. The increase to 16 paramedics will be accomplished as new firefighters are hired. Paramedics shall be required to maintain their EMS license while part of the minimum paramedic roster level. The most senior Paramedic will be removed from the Paramedic roster when his/her replacement has attained their Paramedic license. On a case-by-case basis, a firefighter may request a temporary reduction in their EMS License due to personal reasons. Any reduction will first be discussed by Labor Management Committee.

Paramedic Roster Rules

- Employees hired after January 1, 2015 shall obtain and continue to retain a paramedic license while part of the minimum Paramedic roster. This includes complying with state mandated continuing education requirements. Maintenance of such licensure level required by this article shall constitute a condition of employment and failure to maintain such required license shall be considered just cause for dismissal.
- Employees hired before January 1, 2015 shall continue to retain a Paramedic license while part of the minimum Paramedic roster. This includes complying with state mandated continuing education requirements. Any employee whose EMS license has

lapsed or has been downgraded for failure to comply with continuing education requirements will forfeit their EMS pay and be reduced an amount equal to two (2) anniversary steps. If and when the employee's license is reinstated, the employee will return to full pay and status.

- Paramedics may request to downgrade licensure under the following conditions:
  - There are sufficient number of Paramedics with less seniority which will allow the reduction to occur without negatively impacting minimum Paramedic staffing levels;
  - The Paramedic has experienced a catastrophic event, not of his own doing, that would prohibit him/her from continuing to perform as a Paramedic safely. For example an incident that results in post traumatic stress.
  - Either incident will require an administrative review followed by discussion with the Labor/Management Group.

Actions against the Provider's License:

- Any employee whose EMS license is being investigated by MEMS shall notify the Chief or his designee immediately.
  - The employee shall maintain full pay and status pending the results of the MEMS investigation unless the State, Regional, and/or Department's Medical Director prohibits the employee from working in EMS or limits the capacity in which an employee can provide EMS.
  - In cases where the employee is prohibited from working in EMS, or has limits on their capacity in which he/she can provide EMS as a result of an internal action, the employee will be paid in accordance with their ability to perform EMS.
  - Providers hired after January 1, 2015 that are on the Paramedic Roster who are downgraded as an action of MEMS from an investigation, regardless of duration, may be subject to termination.

7~~6~~**. Filling of a Temporary Vacancy**: This situation is intended to cover long term vacancies of one month or more such as leaves of absence, on the job injuries and/or extended sick leave a firefighter from an unaffected battalion may volunteer to fill the vacant position after the need for the vacancy has been posted. The specific criteria (such as rank and EMS licensure level) will be identified in the posting and only those that fit the criteria may apply. The vacancy will be posted for two work cycles (8 days). Any firefighter who would like to volunteer to fill the temporary vacancy shall do so in writing to the Deputy Chief. The ~~most~~ volunteer with the most seniority will be selected.

Should no firefighter volunteer to fill the temporary vacancy, then the Chief will select a firefighter to do so from an unaffected battalion. Those firefighters filling temporary vacancies may take previously selected vacations and floating holidays, even though it will cause a decrease in the ~~minimum~~ apparatus staffing for those days. The Chief will take into consideration other types of negative impacts the firefighter may have when filling the temporary vacancy. The firefighter who is assigned to fill the temporary vacancy will go back to his previous assignment when the absent firefighter returns to the department or the vacancy becomes permanent. If the bidding for the temporary vacancy creates a non-EMS pump/rescue, refer to Sec. 2-5.

ARTICLE XV - Recall to Work

Section 1 - Off-Duty

Off-duty firefighters may be recalled to duty in the case of multiple alarms, major emergencies, or when staffing per apparatus is below the required level. The required minimum staffing level for each structural engine company is three (3); aerial company is three (3) and one Battalion Chief. The parties agree that in no event will the City be required to assign more than three firefighters per apparatus as set forth above, plus the Battalion Chief. The Chief may increase the staffing requirements when conditions reasonably warrant his/her doing so.

Staffing for other apparatus not listed above will be at the discretion of the Fire Chief or designee.

Stand-by duty shall no longer be required provided that a sufficient number of firefighters return to duty for multiple alarms or major emergencies. If a sufficient number of firefighters do not return to duty, in the judgment of the Chief, up to four (4) firefighters may be required to serve on stand-by. All firefighters will be called on multiple alarms and B~~b~~ox 33's unless canceled by the Incident Commander.

The firefighter will be notified of second alarms and/or Box 33's by telephone (primary notification) and/or by pager (secondary notification). Acknowledgment of arrival time occurs when the firefighter reports for duty at the station or substation and is logged on to the Battalion Chief's multiple alarm sheets.

The time of work performed in the case of multiple alarms shall be computed from the time of notification based upon the nearest quarter hour, except that any firefighter reporting more than thirty (30) minutes after notification of the alarm shall be paid for work performed

computed from actual reporting. Any firefighter must report within thirty (30) minutes from the time the firefighter is notified of a multiple alarm to be eligible for three hours of time and a half for a minimum payment.

Any firefighter responding to a multiple alarm arriving more than one (1) hour prior to the time that he/she would otherwise have been required to report for duty shall receive a minimum of $50.00.

Section 2 - Replacement Coverage Turns

When staffing falls below requirements as set forth in Article XV, Section 1, replacements shall be obtained from the extra work list. When there is no EMT on duty and additional staff is required, the City shall recall an EMT as the name appears on the extra work list or compulsory work list. If there are no firefighters/EMTs willing to work, replacements shall then be obtained from the compulsory work list. Any firefighter or firefighter/EMT selected to work from the compulsory work list shall have the right to find his/her own replacement.

When hiring replacement, the Department will follow the Rules for Overtime Hiring.

ARTICLE XVI - Health and Safety

Section 1 - Health Promotion Program and Employee Cost Share

Firefighters and the City agree to implement a Health Promotion Program with the following goals:

1. To promote wellness and health by rewarding employees and their dependents for healthy behavior that will encourage employees to develop and maintain healthy habits;

2. To reduce the overall need for health care services by City employees and their dependents; and,

3. To slow the rate of increase in the City's health insurance premiums.

Employees (and the spouse if applicable) who participate in the Health Promotion Program and make their best efforts to achieve health management goals will pay a minimum of 15% of the monthly premiums. Employees who do not participate in the Health Promotion

Program will pay a maximum of 25% of the monthly premiums, as established by the Maine Municipal Employees Health Trust (or alternative health insurance carrier); regardless if the employee is in a single, single parent or family plan. The employee's contribution will be withheld on a weekly basis, based upon 48 weeks in the calendar year.

In the event that the Health Promotion Program is eliminated, through loss of funding or any other reason, the employee cost share will continue to be 15% of monthly premiums for the life of this agreement.

A full description of the Health Promotion Program is attached as Appendix A.

Section 2 - Health Insurance

The Association recognizes the increasing cost of providing health insurance to employees. To assist the City in addressing this mutual concern, the Association will join with the City in its efforts to provide further education and information for members in regards to the use of MMEHT cost containment benefit guidelines.

Effective 1/1/14 the City will implement the PPO 500 Plan through the Maine Municipal Employees Health Trust, on a voluntary basis at the employer/employee cost share as outlined in Article XVI Section 1. Health Promotion Program and Employee Cost. Employees who opt to remain in the Point of Service C Plan will pay the difference in premiums between the PPO 500 Plan and the POS C Plan for single, single parent and family subscribers. The City may change or offer alternative health insurance programs including, but not limited to insurance carriers, health maintenance organizations, preferred provider organizations, or to self-insure so long as the new or alternative coverage and benefits are substantially similar to the plan most recently provided to the membership and further provided that:

1. The City, by written communication, notifies the Association, no less than sixty days prior to implementation, of the specific details of any changes or alternatives in health insurance.

2. That the City, subsequent to the written notification but within sixty days, meets with the Association to discuss the changes or alternatives.

3. That any disagreement between the parties to this labor contract as to the changes or alternatives being "substantially similar" be resolved by arbitration.

4. That such changes or alternatives shall not increase the financial burden places upon employees above the current level.

The City may institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains "substantially similar" to the current coverage and no financial burden is incurred by the employees. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admission except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

The City shall provide adequate staff assistance to help firefighter's process claim forms, including mailing of claims and medical forms to health care providers.

Section 3 – Health Reimbursement Account –

Effective 7/1/14, the City will implement a Health Reimbursement Account (HRA) for use toward deductibles and co-insurance in the amount of $750 for single person and $1,500 for single parent subscribers and family subscribers in the PPO 500 Plan. Unused money in the HRA rolls over from one year to the next and each fiscal year, the City will refund each account up to the $750 and $1500 maximums.

Section 4 - Payment Program for Waiving Health Insurance Coverage with the City of Auburn

Any firefighter may elect to waive coverage in the City's health insurance plan. Any firefighter waiving full coverage or partial coverage for which he/she would otherwise be eligible shall be paid according to the following conditions:

Except as stated in Article XVII Section 1. Separation From Department, any firefighter eligible for full family coverage or single coverage and who elects to waive health insurance coverage shall receive a payment equal to the amount of five (5) months of health insurance premiums. The waiver payments will be made in twelve (12) monthly payments.

A firefighter who is eligible for a full family plan but opts to take either a "single parent plan" or a "single plan" shall receive an annual payment equal to five months of the difference in premiums between the plan for which he/she is eligible and the plan which he/she opts to take.

Firefighters who are married to other City (non-school) employees covered by the health insurance shall be eligible for an amount equal to five (5) months of insurance premiums at the single rate if he/she waives health insurance coverage with the City.

The payments in lieu of health insurance shall be based on the premiums in effect the month the premiums are paid. All health insurance waiver premiums are based upon the PPO 500 Plan premiums effective 1/1/2014.

A new firefighter who waives health insurance coverage shall not be eligible for the payment in lieu of insurance until he/she has successfully completed the probationary period.

If the firefighter wishes to be reinstated on the health insurance policy or change his/her coverage from a single or a single parent plan (if he/she would otherwise be eligible for full coverage) he/she may do so as long as he or she follows the insurance carrier's requirements for evidence of insurability and portability of coverage provisions.

If a firefighter is reinstated (or covered for the first time) after receiving payment for waiving health insurance coverage, the firefighter shall repay the City the balance of the payment, pro-rated on a monthly basis.

In order to receive payment for waiving health insurance coverage or to be reinstated on the health insurance plan, the firefighter must submit written notice to the Human Resources Director. Discontinuance of health insurance or reinstatement of coverage will be effective the first day of the following month in which written notice has been received, provided that the employee meets all conditions, which may be imposed by the health insurance carrier.

Section 5 - Extent of Coverage

The extent of coverage provided under the existing insurance policies (including HMO and self-insured plans) referred to in the Agreement shall be governed by the terms and conditions set forth in said policies or plans in existence at the time of the dispute. Any questions or disputes concerning said insurance policies or plans or benefits hereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedures set forth in the Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any obligation undertaken under this or any other Agreement.

Section 6 - Benefits Supplementing Workers' Compensation Benefits

If a firefighter receives a personal injury or is disabled by occupational disease arising out of and in the course of his/her employment by the City, the City will, provided that the provisions of this Article are met by the firefighter, continue his/her full contract wages and other benefits, without interruption or waiting period, so long as he/she is incapacitated to perform firefighter's work as a result of the personal injury or occupational disease. The City has the right to contest a workers' compensation claim. Such a claim will be appealed and resolved according to the procedures provided by the workers' compensation statutes and regulations.

An aggrieved firefighter may seek relief only under the Workers' Compensation Act before the Workers' Compensation Commission. In the event of a final decision by the Workers' Compensation Commission that the firefighter' injury or illness arose out of and in the course of his/her employment with the City, and incapacitated him/her for his/her work as a firefighter, then, in addition to benefits payable under the Workers' Compensation Act, the City shall provide the firefighter all additional benefits due under this contract, if any, retroactive to the date of incapacity. No firefighter shall receive any combination of benefits from the City or its Workers' Compensation carrier, including, but not limited to sick pay and vacation pay, which benefits total more than such employee's benefits under this contract, or the Workers' Compensation Act, whichever is greater. No firefighter shall lose sick pay benefits during time he/she is entitled to benefits under this section.

The firefighter who is receiving or claims benefits under this Article shall, if requested by the City, promptly file a claim for Workers' Compensation benefits. Otherwise, the employee may exercise rights under Workers' Compensation Act as he/she wishes, or not. If a claim for Workers' Compensation benefits is not filed within thirty (30) days after receipt of a written request making reference to this provision in the contract, then the City may terminate wages provided under this Article unless and until the firefighter files the requested claim.

Upon filing a claim for continuation of wages under this Article, the firefighter shall, upon request by the City, execute a certificate authorizing the City to obtain in writing from any physician, osteopath, chiropractor, or any other health care provider, any written information which is or has been obtained in connection with the examination or treatment of the employee and which relates to any injury or disease for which compensation is claimed.

The City shall have, for any benefits paid a firefighter pursuant to this Article, the identical lien and rights as against third parties and the firefighter as the City or its insurance carrier may give as regards worker's compensation benefits under 39 M.R.S.A.§68. At the

request of the City, the firefighter shall sign such documents and perform such acts as are reasonably required in order to effectively subrogate the City to the firefighter's claim(s).

The rights of the City and the firefighter under this Article are in addition to and not limited by the Workers' Compensation Act of the State of Maine and regulations issued pursuant thereto.

Section 7 - Expense of Injury or Illness

The City shall pay all hospital, medical, and surgical expenses incurred by any firefighters on account of injury or illness arising out of and during the course of their employment; except that it shall not be required to pay for any such expenses which are covered by insurance provided by the City or otherwise assumed by the City.

Section 8 - Light Duty Return to Work

The City and Local 797, IAFF agree to continue the Light Duty Return-to-Work Program for firefighters. The goal of the program is:

1. To assist the firefighter in the return to his/her pre-injury position with the Fire Department;

2. To provide some "connectedness of the firefighter to the Department;

3. To speed the recovery process;

4. To provide for meaningful work for the Department and the Firefighter;

5. To make maximum use of the Firefighter's skills and abilities. To that end, the City has defined specific work assignments or light duty activities that will be made available to employees injured at work who are unable for period of time, as defined in this section, to perform their regular firefighting duties.

a. No light duty assignment shall result in the transfer, displacement, or lay-off of another firefighter, nor shall any assignment be made for the purpose of demeaning, discriminating or punishing the employee for his/her injury, illness, or absence from work.

b. The individual participating in the light duty program will not count toward the apparatus staffing level on duty for that shift.

c. The injured employee will not be required to work on any other shift that his battalion would normally work, unless mutually agreed between the firefighter and the City. If mutually agreed between the firefighter and the City, the firefighter will work the administrative work schedule (8:00 a.m. - 4:30 p.m. M-F) or an alternative flexible schedule to be determined on a case by case basis. It is understood that any alternate schedule will be based upon an average of a 42 hour work week. The firefighter will not be required to work for any other department than the Fire Department, unless mutually agreed upon between the City and the firefighter.

d. The employee on light duty will receive full pay and benefits as provided by Article XVI Health and Safety, Section 5. Benefits Supplementing Workers' Compensation Benefits.

e. In order to improve the effectiveness of the Light Duty Return to Work Program, and to fully utilize the skills and abilities of the injured firefighter, the Deputy Chief, the Battalion Chief on-duty and the injured firefighter will meet at the beginning of the shift to discuss the firefighter's medical restrictions; the work that falls within the medical restrictions that need to be performed that day; the firefighter's special training, expertise or interests; and the firefighters suggestions for ways that he/she might best enhance the Department's operations while on light duty

At the end of each shift, the firefighter on light duty will provide a description of the activities performed during the shift and will turn this record into the Battalion Chief at the end of each shift

f. The firefighter may be on light duty status for a maximum of one year, or until he/she reaches maximum medical improvement, or until he/she is able to return to regular status, whichever occurs first. A firefighter's medical condition will be reviewed at least quarterly (more frequently if necessary) to determine if the firefighter is still unable to return to firefighter duties.

g. The hours worked on light duty will be turned into the City's workers' compensation claims manager weekly in order that the workers' compensation benefit may be re-calculated. This will have no effect on the firefighter's regular wages from the City, as

the firefighter will endorse the workers' compensation check over to the City as is current practice.

h. No firefighter will be required to perform light duty activities that are not within the employee's work capacity. If the employee and the Fire Chief are unable to reach agreement as to the employee's capacity to perform any light duty job, the Chief or his designee will submit a written light duty job description to the department designated physician for his/her determination that the proposed duties are within the employee's work capacity.

I. Light duty assignments may be filled by the firefighter who is unable to perform regular duty as a result of an off-the-job illness or injury as long as the following conditions are met:

i. Participation is on a voluntary basis;

ii. The firefighter has exhausted his accrued sick leave;

iii. There is a light duty position available. Light duty positions will be filled first by firefighters who are unable to return to regular duty as a result of an on-the-job illness or injury.

iv The firefighter may be in light duty capacity for a maximum of three months, or until he/she reaches maximum medical improvement, or until he/she is able to return to regular duty, whichever is soonest.

v. Firefighters on light duty due to an off-the-job illness or injury will work the administrative work schedule (8:00 a.m. - 4:30 p.m. M-F).

vi. Firefighters on light duty due to an off-the-job illness or injury will receive payment only for those hours actually worked.

j. The department will develop a list of light duty activities for the firefighter. It will be management's right as to which activity is filled by which firefighter. It shall be the responsibility of the Fire Chief or his designee to match the work capacity skills and abilities of the firefighter with the light duty activities available at the time of the injury.

Section 9 - Damage to Glasses and Teeth

The City shall pay all expenses incurred by a firefighter for loss or damage of eyeglasses, false teeth, and hearing aids while on an emergency call. This benefit shall not diminish any benefits available under the Workers' Compensation Act.

Section 10 - Department Physician

The City of Auburn may retain a department designated physician to be the primary contact for all work related injuries, to oversee the Respiratory Fitness Program and for other situations when in the judgment of the Fire Chief, medical consultation regarding a firefighter's fitness for duty is needed.

In recognition of the essential job functions, which require the firefighter to be in good physical condition, the City and the firefighter have mutual interest in the firefighter's overall health and well-being. Firefighters are strongly encouraged to have regular exams on a schedule set forth by their primary care physician and to discuss with their primary care physician the physical demands of their profession. The City offers a comprehensive health insurance package, as well as an Employee Assistance Program and Wellness related programs, which defray the costs of annual medical exams and follow-up treatment.

Section 11 - Substance Abuse Testing Program

The City of Auburn and Local 797 will reach agreement on all sections of the Substance Abuse Testing Policy for firefighters before it is submitted to the Department of Labor for approval. If the Substance Abuse Testing Policy is found not to be in compliance with state statutes, the City and the Union agree to reopen the contract for purposes of renegotiating only those specific sections of the Substance Abuse Testing Policy found not to be in compliance. These sections will be resubmitted to the Department of Labor for approval.

No substance abuse test will be administered until the Substance Abuse Testing Policy for firefighters (attached as an addendum to this contract) has been approved by the Department of Labor and all regulations pertaining to implementation have been met.

Section 12 - General Safety

The Health and Safety Team will continue to consider and make recommendations on safety issues.

ARTICLE XVII - Separation from Department

Section 1 - Retirement

The members of the Auburn Fire Department participate in the Maine Public Employees Retirement System Consolidation Plan -- Special Plan II. Effective 7/1/14, the City will implement MePERS Special Plan 3C (two-thirds pension at 25 years with no minimum age) for those firefighters who have less than 25 years of service with the Department. Firefighters with 25 years of service or more at the time of implementation of Special Plan 3C will not be eligible for Special Plan 3C.

The City will implement a In Service Retirement Program for Firefighters who reach 25 years of service in the MePERS on 7/1/14 or later. Participants in the In-Service Retirement Program will retire in order to draw his/her pension and will remain employed for up to five additional years or upon reaching thirty (30) years of service as defined by MePERS.

At the completion of the Firefighter's twenty fourth (24th) year as determined by MePERS, the Firefighter will declare his/her intention to participate in the In-Service Retirement Program when eligible and will state his/her intentions to the Fire Chief or his/her designee. The Firefighter may opt into the In-Service Retirement Program at any time after attaining 25 years of service, however may participate in the plan until he/she reaches 30 years of total service.

Firefighters who do not opt into the In-Service Retirement will pay a 25% cost share toward their health insurance upon attaining 25 years of service. Firefighters -who do not opt into the In-Service Retirement Program and who waive health insurance coverage with the City of Auburn will receive a health insurance waiver payment based upon 4 months of health insurance waiver payments. This paragraph specifically pertains to those firefighters who have 20 years of service or less as of 7/1/14.

Any firefighter who has thirty (30) years or more of service effective 7/1/14 is not eligible for the In-Service Retirement -Program.

The firefighter in the In-Service Retirement -Program will cash out all accrued vacation time and all accrued sick time as per this article. Firefighters may reserve 48 hours of sick leave from being cashed out. This sick time may be retained and used as a starting sick leave balance upon participation in the In-Service Retirement Program. Firefighters must state in writing to the Office Manager that they want to reserve this sick time from being cashed out prior to the final submission of the termination forms and cash-out is submitted to the Finance Department. The

Firefighter understands that any sick leave hours held in reserve and not cashed out may negatively affect his/her pension through Maine Public Employees Retirement System. It is his/her responsibility to thoroughly understand any potential impacts. During the five years that the firefighter works under the In-Service Retirement -Program, the firefighter will accrue vacation and sick time, but will be entitled to cash-out only accrued but unused vacation leave. Firefighters who retire and participate in the In-Service -Program who have more than 1440 hours of accrued sick leave at retirement will put the excess hours over 1440 into a "lapsed sick leave" account. The use of the lapsed sick leave account is for the sole purpose of covering the firefighter's extended absences of more than 3~~5~~ weeks and for conditions that would be covered by the City's Family and Medical Leave policy. The lapsed sick leave account is for the firefighter's own personal absence as a result of illness or accident and is not intended to be transferred to a sick bank for any other firefighter or City employee.

The City will share the savings generated from not making employer contributions to MePERS with the Firefighter on the In-Service Retirement Program on a 50/50 basis, with the savings for the firefighter to be paid to a supplemental retirement fund or a Retirement Health Savings Account.

Section 2 - Vacation Cash-out

If a firefighter separates from the department with accrued and unused vacation hours, he/she-will be entitled to "cash out" the unused vacation hours according to the following parameters:

1. Up to 288 hours.

2. Up to 480 hours if on OJI or extended sick leave.

Upon separation, if the firefighter's vacation bank is in the negative, the hours will be deducted from the firefighter's last paycheck.

For purposes of "cashing out" unused vacation time, each period/week of vacation time shall be calculated as being equivalent to forty-two hours at the firefighters regular rate of pay. A vacation hour is equivalent to .875 pay hours (48 times .875 equals 42 hours at regular rate of pay.

Section 3 – Cash out of Accrued Sick Leave

With the exception of a voluntary election for those firefighters participating in the In-Service Retirement Program, o~~O~~ne-half (1/2) of the accumulated sick leave, subject to a maximum of 720 hours, shall be paid the firefighter upon involuntary separation or retirement, resignation with ten (10) years or more of service with the City of Auburn. In the event of a non-work related death of a firefighter, 50% of the accrued sick leave up to a maximum of 720 hours will be paid to the firefighter's beneficiaries. In the event that a firefighter dies in the line of duty, 100% of the firefighter's accumulated sick leave will be paid to the firefighter's beneficiary. The City's obligations in this regard shall be satisfied by payment, in the discretion of the Manager, to the deceased's estate, his/her administrator or executor, or his/her widow/widower or children, or other person(s) designated in writing by the deceased.

Section 4 - Compensatory Time

Any accrued but unused compensatory time will be paid to the firefighter upon separation from the department.

Section 5 - Uniform Reimbursement

The balance in the uniform reimbursement account will be paid in cash in the event of the firefighter's separation from service (retirement, resignation etc.). Any cash payment from this account will be taxed. All firefighters retiring or entering the DROP Program during the term of this contract shall receive the accrued balance of the clothing allowance. All others will have two (2) years (until June 30, 2016) to spend down the balance to meet the two year maximum balance.

Upon termination of employment, the department member~~, except those whose employment date was prior to April 1, 1971, or after October 1, 1979,~~ shall reimburse the City for that portion of the clothing allowance paid but not earned. The earned portion of clothing allowance shall consist of the number of months in the final year of employment that a person has been on duty. In this instance, "on duty" refers to separation date from the department.

Section 6 - Lay-offs

Lay-off – In the event it becomes necessary for the City to lay-off firefighters for any reason(s), the firefighters shall be laid off in the inverse order of seniority by rank. Any officer selected to be laid off may elect to accept a reduction in rank in which case the least senior member of the Department in the next lowest rank shall be laid off or reduced in rank if a lower rank is available. Any officer electing to accept a reduction in rank in lieu of a proposed lay-off

must be qualified as determined by the Fire Chief to assume the duties of the new position. If there is a conflict between seniority during a lay-off and assignment of paramedics in accordance to Section 2-5 EMT Assignments, Section 2-5 of the contract shall have precedence.

In the event the Department must make deep personnel cuts which result in lay-off of 50% of the firefighters, the Fire Chief will have complete discretion as to who will be laid off as long as he/she can demonstrate the reasons for his/her selections. Continuous time in the Department will be given the utmost consideration when these selections are made.

If possible, the City will provide a two-week notice to the firefighters affected by the lay-offs.

Recall – The firefighters who are laid off shall be placed on a recall list for a period of two -years. Firefighters who are reduced in rank will be placed on a reinstatement list. If there is a recall, firefighters who are on the recall list shall be recalled or reinstated to their original rank in the inverse order of their lay-off or reduction in rank provided that they are presently qualified to perform the duties as determined by the Chief. The firefighters will be required maintain all certifications for the position and to take a pre-employment medical exam, substance abuse test and physical agility test to determine if he/she is physically fit to perform the essential job functions of the job. It is the responsibility of the firefighter to provide the Fire Department and the Human Resources Department with a current address and telephone number. Notice of recall will be sent to the firefighter by certified mail. The firefighter has ten (10) working days to respond to the recall notice.

No new firefighters will be hired within this one-year period unless all the laid-off firefighters have been afforded the recall.

ARTICLE XVIII - Miscellaneous Provisions

Section 1 - Uniform Reimbursement Policy

The City will establish a reimbursable uniform account similar to the Wellness Account. An amount equal to the following amounts will be credited to the firefighter on July 1st of each year:

Probationary and Permanent Firefighter – $485.
Captain -- $510.00
Battalion Chief -- $510.00

In addition to the above, the City will purchase full dress uniforms for those members of the department required to wear such uniforms at any time. The City will reimburse the firefighter $100.00 toward the purchase of a new uniform jacket on a one time basis only.

a. Procedures for submitting bills: The firefighter will purchase the uniforms as per the attached list and then submit the receipts to the AFD administrative office personnel. The administrative personnel will forward the receipts to the Finance Department for reimbursement to the firefighter.

b. Accrual: The entire uniform credit does not have to be drawn down completely each year. Effective 6/30/16, the Firefighter may carryover the value of one year's uniform allowance from one fiscal year to next in order to purchase more expensive uniform items, but in no case may the firefighter's balance in the uniform reimbursement account exceed two years of allowance, except as specifically provided in Article XVII Separation from Department Section 5 Uniform Reimbursement. In April, the City will notify the firefighters of the current balance in the account on order that they may draw down the balance below the maximum two year allowance. In this way, the firefighter may use the accrual from more than one year to make large infrequent uniform purchases such as structural firefighting boots. The Labor Management Committee will monitor the usage of the uniform reimbursement account. If it appears that firefighters are not drawing down the balance in the accounts over a two to three year period, then the Labor Management Committee will consider the implementation of caps on the maximum amount that can be carried over from one year to the following year (uniform accrual).

c. List of approved uniform items: The firefighter may submit receipts for reimbursement for uniform clothing as specified in the uniform policy in the AFD Employee Handbook. Items purchased through the uniform reimbursement account must meet IRS regulations in order to be tax exempt. This list is subject to change if the Department uniform policy changes.

Section 2 – Laundry Service

Effective 7/1/14 the City will discontinue contracted laundry service and firefighter will launder department bed linens, towels and uniforms at the stations. Firefighters will receive $100 per firefighter per year to be used toward the purchase of personal bed linens and towels and laundry cleaning supplies. The City will continue to provide and maintain a washer and dryer at each station. The Fire Chief through Labor/Management will establish policy on items to be purchased with this account and the method of purchasing these items.

Section 3 - Use of Telephones

Firefighters shall be permitted to have the use of one (1) telephone line at the Central Fire Station (plus one (1) extension), Engine 2 and Engine 5 for outside calls, provided that such calls shall be limited to a reasonable time. As of January 1, 1982, the Association will be responsible for long distance charges incurred on the private phone line at the Central Fire Station, Engine 2 and Engine 5.

Section 4 - Association Meetings

The Auburn Firefighters Association shall be permitted to hold regularly scheduled meetings at the Central Fire Station but substation firefighters shall not be called in by the Association. The Association shall also be permitted to hold four (4) meetings per year at the Central Fire Station at which all units shall be allowed to attend. In addition to the above, the Association shall be granted the right to hold additional meetings at Central Station where such are required solely for the purpose of submitting a proposed collective bargaining agreement to the membership for ratification and to include all units at such meetings. The Chief shall be notified of any such special meetings in advance.

Section 5 - Written Reprimands

A written reprimand which has not previously been the subject of a hearing shall not be placed in a member's personnel file unless the member is first given the opportunity to see a copy of the reprimand. Within five (5) days thereafter, the member may file a written reply. If the Chief thereafter places the written reprimand in the member's personnel file, he/she shall also include the reply. Two years after the incident, a firefighter may submit a request to the Chief that single incidents be purged from his/her file, such request to be determined by a three member committee composed of: The City Manager or designee, the Chief of the Fire Department, and the Association President or designee (who shall serve on the committee only at the request of the individual).

Section 6 - Indemnity

The City agrees to protect, save harmless, and indemnify a firefighter from and against all fines, penalties, loss, damage, cost and expense suffered or sustained by him/her or for which he/she may be held or become liable by reason or injury, including death, to persons or property, or other causes whatsoever, in the event an attempt should be made to hold him/her liable

therefore in connection with the performance of his/her duties as a firefighter, including, without limitation on the foregoing, the operation of Fire Department vehicles and apparatus.

Section 7 - Residence of Firefighters

Firefighters may live in any location. The lack of a residency requirement may be re-evaluated in terms of impact on the department.

Section 8 - Jury Duty and Court Appearances

Requirements of jury duty for firefighters shall be as outlined in the Administrative Manual of the City of Auburn, however, if the firefighter is excused by the court for any reason, he/she shall be required to return promptly thereafter unless the time of release is less than one hour of the time the firefighter tour of duty is scheduled to end.

Fire Department personnel covered by this Agreement required to make an off-duty attendance at court for purposes directly related to their work as Auburn Firefighters shall receive a minimum of three (3) hours pay at his/her regular base hourly rate for each such attendance or time and one-half (1 1/2) his/her regular base hourly rate for all hours in attendance, whichever is greater. Any compensation (from other than the City) received by firefighters for attendance at any court or official hearing while on duty or if called while off-duty for a work related matter shall be paid to the City.

ARTICLE XIX - Fire Prevention Officer

NFPA Standards and Rules as it applies to inspections, reference, enforcement, and review as it pertains to plans review, building, construction and code enforcement may be conducted by planning/code enforcement staff.

The Fire Prevention Officer will be paid according to the attached wage schedule. The Fire Prevention Officer's evaluation will be conducted on his/her anniversary date of hire.

The Fire Prevention Officer will be entitled to the same tuition and books reimbursement as provided to other firefighters.

The Fire Prevention Officer will work the administrative work schedule -- 8:00 a.m. to 4:30 p.m. Monday through Friday.

Flextime –

The purpose of flex time is to allow some flexibility in the FPO's work schedule so that he/she can more effectively meet the demands of his/her job that occur outside normal business hours.

Flextime will not be awarded on a strict hour for hour basis; rather, the D~~A~~C and the FPO will meet after the event to determine how much flextime is appropriate.

The FPO will make every attempt to submit a verbal request for flextime off to the D~~A~~C as soon as possible so that administration can plan for the absence of the FPO.

Overtime –

Overtime will be paid to the FPO at the rate of 1 and ½ times his/her normal rate of pay. A minimum of 3 hours of overtime will be paid when he/she is called before 7:00 am or after 4:30 pm on a normal working day, or for fire investigations occurring anytime during normally scheduled off duty time. The FPO will be compensated at the OT rate only for actual hours worked on all other call back situations.

Overtime will be paid in the event that the Police Department, Chief, Deputy Chief, or an Acting/Battalion Chief requests that the FPO attend an emergency event outside his normal work schedule.
Upon receiving such a request, the FPO will make every attempt to contact the requestor and either resolve the issue over the phone or confirm that it is a situation that requires his attendance.

A brief written explanatory report will be submitted to the ~~AC~~ Deputy Chief along with a request for overtime payment. Upon approval, this will be forwarded to the Office Manager for payroll processing.

Should the situation in fact turn out not to warrant the presence of the FPO, this will be included in a brief report specified in #4 and appropriate action will be taken to educate the person who made the errant request.

Overtime pay will not be withheld from the FPO in the event of an unnecessary request so long as the FPO complies with item 3.

The Fire Prevention Officer will receive the following holidays off with no additional compensation:

1. New Year's Day
2. Washington's Birthday
3. Patriot's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day and the day after
10. Christmas Day
11. Martin Luther King Day
12. Any one time national holiday mandated by the President and observed by other Auburn City Departments

He/she will receive one personal day per contract year.

Vacation accrual for the Fire Prevention Officer will be as follows: One day per month; 15 days per year after completion of the fifth year of employment; 20 days per year after completion of the 12th year of employment. The Fire Prevention Officer may accumulate, up to a maximum of 30 days.

The Fire Prevention Officer will accumulate one sick day (7.5 hours) per month up to a maximum of 150 days. The Fire Prevention Officer may cash out one half of accumulated sick leave up to a maximum of 75 days conditional upon him/her having 10 or more years of employment with the City of Auburn.

The Fire Prevention Officer may also take Wellness Days, if earned through the City's Wellness Program. He must schedule Wellness Days off through the Deputy Fire Chief.

The Fire Prevention Officer will annually be credited with $385 in the uniform reimbursement account.

ARTICLE XX - Duration of the Contract

This agreement shall be effective upon execution and shall continue in force and in effect from July -1, 2016~~3~~ until June 30, 2019~~6~~. The provisions hereof shall remain in effect after that termination date if the parties are engaged in collective bargaining, mediation, fact-finding, or interest arbitration pursuant to the Maine Public Employees Labor Relations Act, or legal action relating thereto. No interest arbitration decision shall be given retroactive effect unless it is

determined by reference to the facts and circumstances surrounding the negotiation that retroactive application would be just. In that case, the decision shall be made retroactive to the extent State law gives the arbitrator the power to make it so.

ARTICLE XXI - Inconsistent Rules, Regulations and Ordinances

The City may adopt such rules, regulations, ordinances, or charter provisions as it deems necessary for the operation of the Fire Department and the conduct of its employees, provided such rules do not conflict with any of the provisions of this Agreement. Any disagreements between the City and the Association as to whether or not a particular rule, regulation, ordinance conflicts with this Agreement shall be resolved by the arbitration procedure as outlined in Article XII of the Collective Bargaining Agreement.

To the extent any rule, regulation, or ordinance is found to be inconsistent with this Collective Bargaining Agreement, this Collective Bargaining Agreement shall prevail to the extent of the inconsistency.

The President of the Association shall receive a copy of all departmental orders and notices and copies of proposed changes in the Administration Manual.

ARTICLE XXII - Active Agreement

The contract may be changed during the term of this agreement when (1) the members of the Labor Management Committee have reached consensus and agreed to discuss any particular change(s) in the contract; and (2) the Union and the City Council have voted to make the change that was discussed and is being proposed by the Labor Management Committee.

ARTICLE XXIII - Savings Clause

If any provision of this agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Auburn has caused its corporate seal to be affixed to this instrument, and has caused this instrument to be signed for it and in the name of its appropriate municipal authorities and by its duly authorized officials as set forth below, and Auburn Firefighters Association, Local No. 797, of the International Association of Firefighters, A.F.L.-C.I.O. has caused this instrument to be signed by its President, thereunto duly authorized, on the date first above mentioned.

Witnesses:

City of Auburn

_____

By: _____

Howard Kroll~~Clint Deschene~~
Its City Manager

Auburn Firefighters Association, Local 797 of the International Association of Firefighters A.F.L.-C.I.O.

_____

By: _____

Michael Scott
Its President

Appendix A - Health Promotion Program

The program seeks voluntary participation in a health promotion and health care management system which focuses primarily on prevention activities. The goals include:

- To improve the health of each employee, their spouse, and dependents through a personal risk assessment, continual education, and personal wellness plans;
- By employees being actively involved in their overall healthcare and by focusing on prevention, the use of higher cost medical services may decline which will result in long term savings in health insurance premiums;
- To reward employees and their dependents for healthy behavior.

Health Risk Analysis and Education

The first major part of the program is an individual health risk analysis which will be available for each employee who desires one. This service may be provided by a health care provider that will be under contract with the City to provide these services or by the employee's primary care physician. If the employee opts to use his/her primary care physician, the result of the health risk analysis will be provided to the City's contracted health promotion provider. The health risk analysis will include but not be limited to high blood pressure, elevated cholesterol, diabetes screening, smoking, and proper body weight. The aggregate results of the analysis for all City employees will be available to the City. However, consistent with federal law, the City will not have access to individual's health risk analysis.

A health care educator will be assigned and responsible to work with each and every member that signs up for the program (dependents are not required, but are encouraged to participate in the program). These educators will work to establish the base line for health risk factors for each member. Once established, the educators will work with the member to provide wellness goals and benchmarks. Educational material and motivation will be a core part of the program.

After the initial consultation, each member will receive at least one additional face-to-face meeting annually. Such meetings will be primarily designed to be on the job site for the employees and in a private setting. Depending on the results of the health risk analysis and the goals of the member, additional meetings will be scheduled. Should a face-to-face consultation not be practical, phone and email may be acceptable alternatives.

The City, after consultation with the Health Care Provider and the City Wellness Team, will, at a minimum, provide monthly health related programs and topics that relate to the challenges that are facing the members. The City will continue to seek creative and meaningful ways to reward and recognize employees making progress in obtaining their individual health care goals.

Health Care Advisory Team

The City's Wellness Team will meet regularly to assist in recommending health related programs, adjustments to the percentage distribution and any wellness issues or concerns that may arise. There will be at least one fire fighter on the team. Though the Team may recommend changes or adjustments to the program, the City will make the final determination to either accept or reject such recommendations. Lastly, since communications is such an integral part of any successful program, the Team will serve as an information conduit to City employees to assist in keeping them apprised of ongoing health care issues.

Health Care Management Proposal

Except as stated in Article XVII Section 1 Separation From Department, the insurance proposal is as follows: Employees' portion of health insurance premium increases from 15% to 25%, effective July 1, 2006. Alternatively, an employee may participate in the Health Promotion Program and make his/her intentions known to participate by July 1, 2006. The program's implementation date is July 1, 2006. During the first year of the program (7/1/06 to 6/30/07), employees need only agree to participate in the program to obtain the 10% health insurance premium savings. After July 1, 2007, employees are expected to meet the specific goals by utilizing their 'best efforts' as established by the Health Care Educators to obtain the full 10% savings.

The components of the 10% health insurance premium savings is as follows:

- 3% savings when the employee agrees to participate in a Health Risk Assessment, a physical examination by personal physician including the prescribed lab/x-rays;
- 3% savings when the employee agrees to participate in an exercise program agreed to by the Health Care Educator in conjunction with the employee's physician;
- 2% savings for nonsmokers and those who quit smoking;
- 2% savings for participation in a weight management program.

The total adjustment to the employee's health insurance cost share will not exceed 10%.

Health Promotion Program and Health Insurance Cost Share

The employee cost share for firefighters who do not participate in the Health Promotion Program will be 25%. Employees who are participating in the Health Promotion Program are expected to meet the specific goals by utilizing their 'best efforts'. The program has two goals: First, to improve the health of each employee through risk assessment and education; second, to reduce the long-term cost of health insurance for each employee and the City. The use of credits is not intended by the City to be a primary source of savings, but as an instrument to make the program important and meaningful. As such, an employee who makes a 'best effort' but falls short of fully meeting their goals will not be penalized, providing, however, that the following three criteria are met:

a. the employee has participated in the Health Risk Assessment;
b. has made reasonable progress and improvement since the last measurement;
c. has been recommended by their health care provider/educator as having made their 'best effort'.

The City will meet and discuss with the Union in all cases it deems an employee to not have met this standard. Each case shall be decided on an individual basis and shall not be used as a reference in any way for any other employee.

At all time, the employee Primary Care Physician (PCP) shall be responsible for establishing and /or modifying appropriate goals. The Health Care Educator shall be responsible, in consultation with the employee's PCP, to determine the appropriate activities to meet such goals and to determine whether or not the employee has made a 'best effort'. In the event of a conflict between the PCP and the Health Care Educator, the employee's PCP shall have final say in re-determining and/or modifying previously established goals.

Medical Spending Account

The City will provide funding for a Medical Spending Account for each firefighter which can be used for office visit co-payments, lab work, diagnostic testing, and prescriptions, etc. Effective 7/1/14, the City will contribute $650 to the Medical Spending Account. In addition the employee may increase the funds in the Medical Spending account by making additional contributions through payroll deductions or may add 48 hours of accrued time (sick leave or vacation) to the Medical Spending Account.

Wage Schedule

Please see the attached Fire Fighter and Fire Prevention Officer Wage Schedules dated July 1, 2016~~3~~ to June 30, 2019~~6~~.

Side Letter Agreement
Between
City of Auburn
And
Local 797, I.A.F.F.

The City of Auburn and Local 797, I.A.F.F. agree to the following in principle regarding the Health Reimbursement Accounts for employees who are covered by the PPO 500 Plan:

The City acknowledges that the current plan year for the HRA does not coincide with the plan for the City's health insurance provider and the difference in plan years may cause financial hardship for some members of the bargaining unit. The City of Auburn is committed to working with the HRA vendor, currently Benefit Strategies, to implement a change to the HRA Plan year. Any change to the plan year is conditional upon the following:

1. All other bargaining units agree to the change in the HRA Plan year;
2. Change to the HRA plan year is implemented for all bargaining units at the same time;
3. The transition of plan years must be adequately budgeted for through the City's budget process;
4. The union understands that during the transition, members of the bargaining unit may receive a pro-rated amount for the six months between July 1st and December 31st, and that the transition may not benefit all members of the bargaining unit;
5. The change to the HRA will not be implemented during the first year of the contract. The earliest a change may be implemented is a six month transition from 7/1/17 to 12/31/17 with the new plan year to be effective 1/1/18 through 12/31/18.

Signatures:

City of Auburn

By:_____
Howard Kroll, City Manager

Date: _____

Auburn Firefighters Association, Local 797 I.A.F.F.

By:_____
Michael Scott, President

Date:_____

FIRE FIGHTER WAGE SCHEDULE July 1, 2016- June 30, 2019

102.00% Inc.		ENTRY	1st Anniv	2nd Anniv	3rd Anniv	4th Anniv	5th Anniv	6th Anniv	7th Anniv	8th Anniv	9th Anniv	10th Anniv	11th Anniv	12th Anniv	13th Anniv	14th Anniv	15th Anniv
PRIVATES	Annual	$33,765.08	$34,778.03	$35,821.37	$36,896.01	$38,002.89	$39,142.98	$40,317.27	$41,526.79	$42,772.59	$44,055.77	$45,377.44	$46,738.76	$48,140.93	$49,585.15	$49,585.15	$51,072.71
	Weekly	$649.33	$668.81	$688.87	$709.54	$730.82	$752.75	$775.33	$798.59	$822.55	$847.23	$872.64	$898.82	$925.79	$953.56	$953.56	$982.17
	Hourly	$15.4602	$15.9240	$16.4017	$16.8938	$17.4006	$17.9226	$18.4603	$19.0141	$19.5845	$20.1721	$20.7772	$21.4005	$22.0425	$22.7038	$22.7038	$23.3849
PVT/BASIC	Annual	$36,064.61	$37,077.56	$38,120.90	$39,195.55	$40,302.43	$41,442.51	$42,616.80	$43,826.32	$45,072.12	$46,355.30	$47,676.97	$49,038.30	$50,440.28	$51,884.65	$51,884.79	$53,372.04
	Weekly	$693.55	$713.03	$733.09	$753.76	$775.05	$796.97	$819.55	$842.81	$866.77	$891.45	$916.86	$943.04	$970.01	$997.78	$997.78	$1,026.39
	Hourly	$16.5131	$16.9769	$17.4546	$17.9467	$18.4535	$18.9755	$19.5132	$20.0670	$20.6374	$21.2250	$21.8301	$22.4534	$23.0954	$23.7567	$23.7568	$24.4377
PVT/INTERMEDIATE	Annual	$37,213.70	$38,226.65	$39,269.99	$40,344.63	$41,451.51	$42,591.60	$43,765.89	$44,975.41	$46,221.21	$47,504.39	$48,826.06	$50,187.38	$51,589.58	$53,033.82	$53,033.64	$54,521.29
	Weekly	$715.65	$735.13	$755.19	$775.86	$797.14	$819.07	$841.65	$864.91	$888.87	$913.55	$938.96	$965.14	$992.11	$1,019.88	$1,019.88	$1,048.49
	Hourly	$17.0392	$17.5030	$17.9808	$18.4728	$18.9796	$19.5016	$20.0393	$20.5931	$21.1636	$21.7511	$22.3563	$22.9796	$23.6216	$24.2829	$24.2828	$24.9640
PVT/PARAMEDIC	Annual	$41,726.58	$42,739.53	$43,782.87	$44,857.51	$45,964.39	$47,104.48	$48,278.77	$49,488.29	$50,734.09	$52,017.27	$53,338.94	$54,700.27	$56,102.20	$57,546.42	$57,546.29	$59,034.05
	Weekly	$802.43	$821.91	$841.98	$862.64	$883.93	$905.86	$928.44	$951.70	$975.66	$1,000.33	$1,025.75	$1,051.93	$1,078.89	$1,106.66	$1,106.66	$1,135.27
	Hourly	$19.1056	$19.5694	$20.0471	$20.5392	$21.0460	$21.5680	$22.1057	$22.6595	$23.2299	$23.8174	$24.4226	$25.0459	$25.6878	$26.3491	$26.3490	$27.0302

LIEUTENANTS	Annual	$40,677.51	$41,897.84	$43,154.77	$44,449.41	$45,782.90	$47,156.38	$48,571.08	$50,028.21	$51,529.05	$53,074.93	$54,667.17	$56,307.19	$56,307.19	$57,996.40
	Weekly	$782.26	$805.73	$829.90	$854.80	$880.44	$906.85	$934.06	$962.08	$990.94	$1,020.67	$1,051.29	$1,082.83	$1,082.83	$1,115.32
	Hourly	$18.6252	$19.1840	$19.7595	$20.3523	$20.9629	$21.5918	$22.2395	$22.9067	$23.5939	$24.3017	$25.0308	$25.7817	$25.7817	$26.5551
LT/BASIC	Annual	$42,977.04	$44,197.37	$45,454.30	$46,748.95	$48,082.43	$49,455.92	$50,870.61	$52,327.74	$53,828.59	$55,374.46	$56,966.57	$58,606.22	$58,606.02	$60,295.83
	Weekly	$826.48	$849.95	$874.12	$899.02	$924.66	$951.08	$978.28	$1,006.30	$1,035.17	$1,064.89	$1,095.51	$1,127.04	$1,127.04	$1,159.54
	Hourly	$19.6781	$20.2369	$20.8124	$21.4052	$22.0158	$22.6447	$23.2924	$23.9596	$24.6468	$25.3546	$26.0836	$26.8343	$26.8343	$27.6080
LT/INTERMEDIATE	Annual	$44,126.13	$45,346.46	$46,603.39	$47,898.03	$49,231.52	$50,605.00	$52,019.69	$53,476.83	$54,977.67	$56,523.54	$58,115.86	$59,755.93	$59,755.80	$61,445.05
	Weekly	$848.58	$872.05	$896.22	$921.12	$946.76	$973.17	$1,000.38	$1,028.40	$1,057.26	$1,086.99	$1,117.61	$1,149.15	$1,149.15	$1,181.64
	Hourly	$20.2043	$20.7630	$21.3385	$21.9313	$22.5419	$23.1708	$23.8185	$24.4857	$25.1729	$25.8807	$26.6098	$27.3608	$27.3607	$28.1342
LT/PARAMEDIC	Annual	$48,639.01	$49,859.34	$51,116.27	$52,410.92	$53,744.40	$55,117.89	$56,532.58	$57,989.71	$59,490.56	$61,036.43	$62,628.52	$64,268.57	$64,268.45	$65,957.84
	Weekly	$935.37	$958.83	$983.01	$1,007.90	$1,033.55	$1,059.96	$1,087.16	$1,115.19	$1,144.05	$1,173.78	$1,204.39	$1,235.93	$1,235.93	$1,268.42
	Hourly	$22.2706	$22.8294	$23.4049	$23.9977	$24.6082	$25.2371	$25.8849	$26.5521	$27.2393	$27.9471	$28.6761	$29.4270	$29.4269	$30.2005

CAPTAINS	Annual	$45,132.94	$46,486.93	$47,881.54	$49,317.98	$50,797.52	$52,321.45	$53,891.09	$55,507.83	$57,173.06	$58,888.25	$60,654.90	$62,474.55	$62,474.55	$64,348.78
	Weekly	$867.94	$893.98	$920.80	$948.42	$976.88	$1,006.18	$1,036.37	$1,067.46	$1,099.48	$1,132.47	$1,166.44	$1,201.43	$1,201.43	$1,237.48
	Hourly	$20.6653	$21.2852	$21.9238	$22.5815	$23.2589	$23.9567	$24.6754	$25.4157	$26.1781	$26.9635	$27.7724	$28.6056	$28.6056	$29.4637
CAPT/BASIC	Annual	$47,432.48	$48,786.46	$50,181.07	$51,617.52	$53,097.06	$54,620.98	$56,190.63	$57,807.36	$59,472.59	$61,187.79	$62,954.29	$64,774.09	$64,774.00	$66,648.16
	Weekly	$912.16	$938.20	$965.02	$992.64	$1,021.10	$1,050.40	$1,080.59	$1,111.68	$1,143.70	$1,176.69	$1,210.66	$1,245.66	$1,245.65	$1,281.70
	Hourly	$21.7182	$22.3381	$22.9767	$23.6344	$24.3118	$25.0096	$25.7283	$26.4686	$27.2310	$28.0164	$28.8252	$29.6585	$29.6584	$30.5166
CAPT/INTERMEDIATE	Annual	$48,581.56	$49,935.55	$51,330.16	$52,766.60	$54,246.14	$55,770.07	$57,339.71	$58,956.45	$60,621.68	$62,336.87	$64,103.57	$65,923.23	$65,923.42	$67,797.33
	Weekly	$934.26	$960.30	$987.12	$1,014.74	$1,043.20	$1,072.50	$1,102.69	$1,133.78	$1,165.80	$1,198.79	$1,232.76	$1,267.75	$1,267.76	$1,303.79
	Hourly	$22.2443	$22.8643	$23.5028	$24.1605	$24.8380	$25.5357	$26.2544	$26.9947	$27.7572	$28.5425	$29.3515	$30.1846	$30.1847	$31.0427
CAPT/PARAMEDIC	Annual	$53,094.44	$54,448.43	$55,843.04	$57,279.49	$58,759.03	$60,282.95	$61,852.60	$63,469.33	$65,134.56	$66,849.76	$68,616.22	$70,435.84	$70,435.72	$72,310.07
	Weekly	$1,021.05	$1,047.09	$1,073.90	$1,101.53	$1,129.98	$1,159.29	$1,189.47	$1,220.56	$1,252.59	$1,285.57	$1,319.54	$1,354.54	$1,354.53	$1,390.58
	Hourly	$24.3106	$24.9306	$25.5692	$26.2269	$26.9043	$27.6021	$28.3208	$29.0610	$29.8235	$30.6089	$31.4177	$32.2508	$32.2508	$33.1090

BATALLION CHIEFS	Annual	$51,736.10	$53,288.19	$54,886.83	$56,533.44	$58,229.44	$59,976.32	$61,775.61	$63,628.88	$65,537.75	$67,503.88	$69,529.00	$69,529.00	$71,614.87
	Weekly	$994.93	$1,024.77	$1,055.52	$1,087.18	$1,119.80	$1,153.39	$1,187.99	$1,223.63	$1,260.34	$1,298.15	$1,337.10	$1,337.10	$1,377.21
	Hourly	$23.6887	$24.3994	$25.1313	$25.8853	$26.6618	$27.4617	$28.2855	$29.1341	$30.0081	$30.9084	$31.8356	$31.8356	$32.7907
BC/BASIC	Annual	$54,035.64	$55,587.72	$57,186.36	$58,832.97	$60,528.97	$62,275.86	$64,075.15	$65,928.41	$67,837.28	$69,803.26	$71,828.52	$71,828.42	$73,914.20
	Weekly	$1,039.15	$1,068.99	$1,099.74	$1,131.40	$1,164.02	$1,197.61	$1,232.21	$1,267.85	$1,304.56	$1,342.37	$1,381.32	$1,381.32	$1,421.43
	Hourly	$24.7416	$25.4523	$26.1842	$26.9382	$27.7147	$28.5146	$29.3384	$30.1870	$31.0610	$31.9612	$32.8885	$32.8885	$33.8435
BC/INTERMEDIATE	Annual	$55,184.72	$56,736.81	$58,335.45	$59,982.06	$61,678.06	$63,424.94	$65,224.23	$67,077.50	$68,986.37	$70,952.53	$72,977.64	$72,977.74	$75,063.30
	Weekly	$1,061.24	$1,091.09	$1,121.84	$1,153.50	$1,186.12	$1,219.71	$1,254.31	$1,289.95	$1,326.66	$1,364.47	$1,403.42	$1,403.42	$1,443.53
	Hourly	$25.2677	$25.9784	$26.7104	$27.4643	$28.2409	$29.0407	$29.8646	$30.7131	$31.5872	$32.4874	$33.4147	$33.4147	$34.3696
BC/PARAMEDIC	Annual	$59,697.61	$61,249.69	$62,848.33	$64,494.94	$66,190.94	$67,937.82	$69,737.11	$71,590.38	$73,499.25	$75,465.17	$77,490.20	$77,490.08	$79,575.97
	Weekly	$1,148.03	$1,177.88	$1,208.62	$1,240.29	$1,272.90	$1,306.50	$1,341.10	$1,376.74	$1,413.45	$1,451.25	$1,490.20	$1,490.19	$1,530.31
	Hourly	$27.3341	$28.0447	$28.7767	$29.5306	$30.3072	$31.1071	$31.9309	$32.7795	$33.6535	$34.5536	$35.4809	$35.4808	$36.4359

*Firefighters must successfully complete performance evaluations in order to receive next higher step on the wage schedule.

Difference																
Pvt. To Pvt. Basic	$44.22	$44.22	$44.22	$44.22	$44.22	$44.22	$44.22	$44.22	$44.22	$44.22	$44.22	$44.22	$44.22	$44.22	$44.22	$44.22
Pvt. Basic to Pvt Int.	$66.32	$66.32	$66.32	$66.32	$66.32	$66.32	$66.32	$66.32	$66.32	$66.32	$66.32	$66.32	$66.32	$66.32	$66.32	$66.32
Pvt. Int to Pvt. Para.	$153.11	$153.11	$153.11	$153.11	$153.11	$153.11	$153.11	$153.11	$153.11	$153.11	$153.11	$153.11	$153.10	$153.10	$153.10	$153.10
Lt. To Lt. Basic	$44.22	$44.22	$44.22	$44.22	$44.22	$44.22	$44.22	$44.22	$44.22	$44.22	$44.22	$44.21	$44.21	$44.22		
Lt. Basic to Lt Int.	$66.32	$66.32	$66.32	$66.32	$66.32	$66.32	$66.32	$66.32	$66.32	$66.32	$66.32	$66.32	$66.32	$66.32		
Lt. Int to Lt. Para.	$153.11	$153.11	$153.11	$153.11	$153.11	$153.11	$153.11	$153.11	$153.11	$153.11	$153.10	$153.10	$153.10	$153.10		
Capt.. To Capt. Basic	$44.22	$44.22	$44.22	$44.22	$44.22	$44.22	$44.22	$44.22	$44.22	$44.22	$44.22	$44.22	$44.22	$44.22		
Capt. Basic to Capt. Int.	$66.32	$66.32	$66.32	$66.32	$66.32	$66.32	$66.32	$66.32	$66.32	$66.32	$66.32	$66.32	$66.32	$66.32		
Capt. Int to Capt. Para.	$153.11	$153.11	$153.11	$153.11	$153.11	$153.11	$153.11	$153.11	$153.11	$153.11	$153.10	$153.10	$153.10	$153.10		
PC. To PC. Basic	$44.22	$44.22	$44.22	$44.22	$44.22	$44.22	$44.22	$44.22	$44.22	$44.22	$44.22	$44.22	$44.22			
PC. Basic to PC Int.	$66.32	$66.32	$66.32	$66.32	$66.32	$66.32	$66.32	$66.32	$66.32	$66.32	$66.32	$66.32	$66.32			
PC. Int to PC. Para.	$153.11	$153.11	$153.11	$153.11	$153.11	$153.11	$153.11	$153.11	$153.11	$153.10	$153.10	$153.10	$153.10			

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Ernestine Gilbert, Ward Four

Leroy Walker, Ward Five
Grady R. Burns, At Large
David C. Young, At Large

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 53-08012016

ORDERED, that the City Council hereby authorizes the City Manager to execute the Collective Bargaining Agreement with I.A.F.F. (International Association of Firefighters) Local 797 for July 1, 2016 through June 30, 2019.

City of Auburn, Maine

"Maine's City of Opportunity"

Financial Services

TO: **Howard Kroll, City Manager**

FROM: **Jill Eastman, Finance Director**

REF: **June 2016 Financial Report (pre audit)**

DATE: **July 12, 2016**

The following is a discussion regarding the significant variances found in the City's June financial report. Please note that although the monthly financial report contains amounts reported by the School Department, this discussion is limited to the City's financial results and does not attempt to explain any variances for the School Department.

The City has completed the final month of the current fiscal year. As a guideline for tracking purposes, revenues and expenditures should amount to approximately 100% of the annual budget. The attached reports are where we are right now. We are still processing invoices for FY 16 and there are some revenues that haven't been received that belong in FY 16. This report shows you where we are today. When the audit is complete, the auditors will give a formal presentation of the final year end picture.

Revenues

Revenues collected through June 30th, including the school department were $74,203,509, or 95.69%, of the budget. The municipal revenues including property taxes were $53,899,492, or 98.12% of the budget which is more than the same period last year by 1.38%. The accounts listed below are noteworthy.

A. Property Tax collections that are received for the first 60 days following fiscal year end are posted to the prior year. What this means is that any property taxes collected in July and August will be posted to FY 16. As of June 30th property tax collections were at 97.70% of the budget which is 0.29% lower than last year at this time.

B. Excise tax for the month of June is at 114.75%. This is a $220,624 increase from FY 15. Our excise revenues for FY15 are $438,457 above projections as of June 30, 2015.

C. State Revenue Sharing for the month of June is 105.33% or $1,556,420.

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(207) 333-6600 Voice • (207) 333-6601 Automated • (207) 333-6620 Fax
www.auburnmaine.org

D. Business and Non-Business Licenses and Permits are at 100.73% of budget due to Commercial Licenses coming in higher than anticipated.

Expenditures

City expenditures through June 2016 were $37,495,573 or 97.42%, of the budget. Noteworthy variances are:

A. Legal Service is at 150.05%. This will be higher in the final report as we have not received a bill for May and June legal services from Brann and Isaacson.

B. Health and Social services is under budget again this year. The major contributing factors are Salaries, the administrative assistant is now shared 2 days a week with the City Clerk's office and is paid out of that budget for those 2 days and the Assistance budget came in at 76% of the total budget.

C. Public Services is under budget at this time by $374,219, or 8.27%.

Investments

This section contains an investment schedule as of June 30th. Currently the City's funds are earning an average interest rate of .52%.

Respectfully submitted,

Jill M. Eastman
Finance Director

CITY OF AUBURN, MAINE
BALANCE SHEET - CITY GENERAL FUND, WC AND UNEMPLOYMENT FUND
AS of June 2016, May 2016, and June 2015 (pre audit)

	UNAUDITED June 30 2016	UNAUDITED May 31 2016	Increase (Decrease)	AUDITED JUNE 30 2015
ASSETS				
CASH	$ 17,100,219	$ 17,177,809	$ (77,590)	$ 11,951,131
RECEIVABLES			-	
ACCOUNTS RECEIVABLES	2,064,887	2,179,186	(114,299)	2,429,419
TAXES RECEIVABLE-CURRENT	14,204	1,303,766	(1,289,562)	37,898
DELINQUENT TAXES	613,248	614,821	(1,573)	571,005
TAX LIENS	1,474,227	511,747	962,479	1,721,395
NET DUE TO/FROM OTHER FUNDS	529,406	602,357	(72,951)	266,370
TOTAL ASSETS	**$ 21,796,190**	**$ 22,389,686**	**$ (593,496)**	**$ 16,977,218**
LIABILITIES & FUND BALANCES				
ACCOUNTS PAYABLE	$ (74,149)	$ (18,610)	$ (55,539)	$ (1,935,471)
PAYROLL LIABILITIES	(475,400)	(213,163)	(262,237)	-
ACCRUED PAYROLL	36,805	36,805	-	(2,329,832)
STATE FEES PAYABLE	(57,826)	(55,566)	(2,261)	-
ESCROWED AMOUNTS	(12,979)	(16,940)	3,961	(6,039)
DEFERRED REVENUE	(2,199,420)	(2,407,772)	208,352	(1,860,686)
TOTAL LIABILITIES	**$ (2,782,970)**	**$ (2,675,246)**	**$ (107,724)**	**$ (6,132,028)**
FUND BALANCE - UNASSIGNED	$ (17,922,267)	$ (18,623,488)	$ 701,221	$ (8,018,394)
FUND BALANCE - RESTRICTED FOR WORKERS COMP & UNEMPLOYMENT	776,017	776,017	-	
FUND BALANCE - RESTRICTED	(1,866,970)	(1,866,970)	-	(2,826,796)
TOTAL FUND BALANCE	**$ (19,013,220)**	**$ (19,714,441)**	**$ 701,221**	**$ (10,845,190)**
TOTAL LIABILITIES AND FUND BALANCE	**$ (21,796,190)**	**$ (22,389,687)**	**$ 593,497**	**$ (16,977,218)**

CITY OF AUBURN, MAINE
REVENUES - GENERAL FUND COMPARATIVE
THROUGH June 30, 2016 VS June 30, 2015 (pre audit)

REVENUE SOURCE	FY 2016 BUDGET	ACTUAL REVENUES THRU JUNE 2016	% OF BUDGET	FY 2015 BUDGET	ACTUAL REVENUES THRU JUNE 2015	% OF BUDGET	VARIANCE
TAXES							
PROPERTY TAX REVENUE-	$ 44,021,283	$ 43,010,262	97.70%	$ 43,055,996	$ 42,191,415	97.99%	$ 818,847
PRIOR YEAR TAX REVENUE	$ -	$ 1,016,485		$ -	972,736		$ 43,749
HOMESTEAD EXEMPTION REIMBURSEMENT	$ 505,000	$ 258,527	51.19%	$ 495,000	$ 383,752	77.53%	$ (125,225)
ALLOWANCE FOR ABATEMENT	$ -	$ -		$ -	$ -		$ -
ALLOWANCE FOR UNCOLLECTIBLE TAXES	$ -	$ -		$ -	$ -		$ -
EXCISE	$ 3,350,000	$ 3,844,081	114.75%	$ 3,185,000	$ 3,623,457	113.77%	$ 220,624
PENALTIES & INTEREST	$ 150,000	$ 134,712	89.81%	$ 145,000	$ 138,869	95.77%	$ (4,157)
TOTAL TAXES	$ 48,026,283	$ 48,264,067	100.50%	$ 46,880,996	$ 47,310,229	100.92%	$ 953,838
LICENSES AND PERMITS							
BUSINESS	$ 48,300	$ 74,661	154.58%	$ 48,300	$ 70,388	145.73%	$ 4,273
NON-BUSINESS	$ 356,800	$ 333,401	93.44%	$ 339,300	$ 340,659	100.40%	$ (7,258)
TOTAL LICENSES	$ 405,100	$ 408,062	100.73%	$ 387,600	$ 411,047	106.05%	$ (2,985)
INTERGOVERNMENTAL ASSISTANCE							
STATE-LOCAL ROAD ASSISTANCE	$ 440,000	$ 401,596	91.27%	$ 440,000	$ 397,504	90.34%	$ 4,092
STATE REVENUE SHARING	$ 1,477,641	$ 1,556,420	105.33%	$ 1,649,470	$ 1,507,858	91.41%	$ 48,562
WELFARE REIMBURSEMENT	$ 70,000	$ 50,914	72.73%	$ 70,000	$ 45,514	65.02%	$ 5,400
OTHER STATE AID	$ 22,000	$ 3,555	16.16%	$ 22,000	$ 3,356	15.25%	$ 199
CITY OF LEWISTON	$ 155,000	$ 169,775	109.53%	$ 155,000	$ -	0.00%	$ 169,775
TOTAL INTERGOVERNMENTAL ASSISTANCE	$ 2,164,641	$ 2,182,260	100.81%	$ 2,336,470	$ 1,954,232	83.64%	$ 228,028
CHARGE FOR SERVICES							
GENERAL GOVERNMENT	$ 133,040	$ 129,170	97.09%	$ 132,040	$ 139,008	105.28%	$ (9,838)
PUBLIC SAFETY	$ 239,138	$ 155,962	65.22%	$ 485,703	$ 451,138	92.88%	$ (295,176)
EMS TRANSPORT	$ 1,250,000	$ 1,128,873	90.31%	$ 987,551	$ 607,421	61.51%	$ 521,452
TOTAL CHARGE FOR SERVICES	$ 1,622,178	$ 1,414,006	87.17%	$ 1,605,294	$ 1,197,567	74.60%	$ 216,439
FINES							
PARKING TICKETS & MISC FINES	$ 60,000	$ 67,502	112.50%	$ 26,000	$ 66,906	257.33%	$ 596
MISCELLANEOUS							
INVESTMENT INCOME	$ 5,000	$ 50,660	1013.20%	$ 10,000	$ 4,181	41.81%	$ 46,479
INTEREST-BOND PROCEEDS	$ 2,000	$ -	0.00%	$ 2,000	$ -	0.00%	$ -
RENTS	$ 18,000	$ 162,615	903.42%	$ 122,000	$ 12,238	10.03%	$ 150,377
UNCLASSIFIED	$ 20,000	$ 24,378	121.89%	$ 20,000	$ 58,337	291.69%	$ (33,959)
SALE OF RECYCLABLES	$ -	$ -		$ -	$ -		$ -
COMMERCIAL SOLID WASTE FEES	$ -	$ 25,228		$ -	$ 41,532		$ (16,304)
SALE OF PROPERTY	$ 20,000	$ 503,063	2515.31%	$ 20,000	$ 2,333	11.67%	$ 500,730
RECREATION PROGRAMS/ARENA	$ -	$ -		$ -	$ -		$ -
MMWAC HOST FEES	$ 210,000	$ 210,655	100.31%	$ 206,000	$ 209,259	101.58%	$ 1,396
9-1-1 DEBT SERVICE REIMBURSEMENT	$ -	$ -		$ -	$ -	0.00%	$ -
TRANSFER IN: TIF	$ 545,000	$ 545,000	100.00%	$ 500,000	$ 500,000	100.00%	$ 45,000
TRANSFER IN: POLICE	$ 45,000		0.00%	$ 20,000	$ -	0.00%	$ -
TRANSFER IN: PARKING PROGRAM	$ -			$ 55,000	$ 55,000	100.00%	$ (55,000)
TRANSFER IN: PD DRUG MONEY	$ -			$ 45,000	$ 45,000	100.00%	$ (45,000)
TRANSFER IN: REC SPEC REVENUE	$ 42,718		0.00%	$ 41,720	$ 41,720	100.00%	$ (41,720)
TRANSFER IN: SPECIAL REVENUE	$ -			$ 290,000	$ 304,999	105.17%	$ (304,999)
ENERGY EFFICIENCY	$ -	$ 3,600		$ -	$ -		$ 3,600
CDBG	$ 58,000	$ 18,524	31.94%	$ 58,000	$ 18,585	32.04%	$ (61)
UTILITY REIMBURSEMENT	$ 37,500	$ 19,872	52.99%	$ 37,500	$ 20,367	54.31%	$ (495)
CITY FUND BALANCE CONTRIBUTION	$ 1,650,000	$ -	0.00%	$ 1,350,000	$ -	0.00%	$ -
TOTAL MISCELLANEOUS	$ 2,653,218	$ 1,563,595	58.93%	$ 2,777,220	$ 1,313,551	47.30%	$ 250,044
TOTAL GENERAL FUND REVENUES	**$ 54,931,420**	**$ 53,899,492**	98.12%	**$ 54,013,580**	**$ 52,253,532**	96.74%	**$ 1,645,960**
SCHOOL REVENUES							
EDUCATION SUBSIDY	$ 20,854,672	$ 19,591,258	93.94%	$ 20,411,239	$ 18,419,872	90.24%	$ 1,171,386
EDUCATION	$ 856,607	$ 712,759	83.21%	$ 774,572	$ 578,579	74.70%	$ 134,180
SCHOOL FUND BALANCE CONTRIBUTION	$ 906,882	$ -	0.00%	$ 906,882	$ -	0.00%	$ -
TOTAL SCHOOL	$ 22,618,161	$ 20,304,017	89.77%	$ 22,092,693	$ 18,998,451	85.99%	$ 1,305,566
GRAND TOTAL REVENUES	**$ 77,549,581**	**$ 74,203,509**	**95.69%**	**$ 76,106,273**	**$ 71,251,983**	**93.62%**	**$ 2,951,526**

CITY OF AUBURN, MAINE
EXPENDITURES - GENERAL FUND COMPARATIVE
THROUGH June 30, 2016 VS June 30, 2015 (pre audit)

DEPARTMENT	FY 2016 BUDGET	Unaudited EXP THRU JUNE 2016	% OF BUDGET	FY 2015 BUDGET	Unaudited EXP THRU JUNE 2015	% OF BUDGET	VARIANCE
ADMINISTRATION							
MAYOR AND COUNCIL	$ 77,366	$ 76,139	98.41%	$ 78,532	$ 75,891	96.64%	$ 248
CITY MANAGER	$ 269,340	$ 289,238	107.39%	$ 280,750	$ 247,091	88.01%	$ 42,147
ECONOMIC DEVELOPMENT	$ 361,080	$ 353,050	97.78%	$ 359,500	$ 338,297	94.10%	$ 14,753
CITY CLERK	$ 165,053	$ 172,319	104.40%	$ 164,593	$ 166,112	100.92%	$ 6,207
FINANCIAL SERVICES	$ 619,855	$ 629,732	101.59%	$ 605,135	$ 576,445	95.26%	$ 53,287
HUMAN RESOURCES	$ 143,526	$ 143,526	100.00%	$ 139,578	$ 131,285	94.06%	$ 12,241
INFORMATION TECHNOLOGY	$ 390,190	$ 386,059	98.94%	$ 413,829	$ 373,471	90.25%	$ 12,588
LEGAL SERVICES	$ 65,000	$ 97,535	150.05%	$ 65,000	$ 66,209	101.86%	$ 31,326
TOTAL ADMINISTRATION	$ 2,091,410	$ 2,147,598	102.69%	$ 2,106,917	$ 1,974,801	93.73%	$ 172,797
COMMUNITY SERVICES							
PLANNING & PERMITTING	$ 906,631	$ 941,754	103.87%	$ 902,494	$ 858,346	95.11%	$ 83,408
HEALTH & SOCIAL SERVICES	$ 184,711	$ 151,703	82.13%	$ 192,954	$ 170,782	88.51%	$ (19,079)
RECREATION & SPECIAL EVENTS*	$ 338,871	$ 287,221	84.76%	$ -			$ 287,221
PUBLIC LIBRARY	$ 979,516	$ 980,916	100.14%	$ 960,692	$ 960,692	100.00%	$ 20,224
TOTAL COMMUNITY SERVICES	$ 2,409,729	$ 2,361,594	98.00%	$ 2,056,140	$ 1,989,820	96.77%	$ 371,774
FISCAL SERVICES							
DEBT SERVICE	$ 6,324,864	$ 6,247,014	98.77%	$ 6,263,936	$ 6,274,784	100.17%	$ (27,770)
FACILITIES	$ 653,080	$ 599,957	91.87%	$ 698,335	$ 581,454	83.26%	$ 18,503
WORKERS COMPENSATION	$ 496,536	$ 496,536	100.00%	$ 468,081	$ 468,081	100.00%	$ 28,455
WAGES & BENEFITS	$ 5,171,309	$ 4,964,674	96.00%	$ 4,737,117	$ 4,727,699	99.80%	$ 236,975
EMERGENCY RESERVE (10108062-670000)	$ 375,289	$ -	0.00%	$ 375,289	$ -	0.00%	$ -
TOTAL FISCAL SERVICES	$ 13,021,078	$ 12,308,181	94.53%	$ 12,542,758	$ 12,052,018	96.09%	$ 256,163
PUBLIC SAFETY							
FIRE DEPARTMENT	$ 4,099,634	$ 4,399,287	107.31%	$ 4,057,633	$ 4,340,866	106.98%	$ 58,421
FIRE EMS	$ 549,801	$ 359,002	65.30%	$ 635,468	$ 300,760	47.33%	$ 58,242
POLICE DEPARTMENT	$ 3,870,995	$ 3,784,769	97.77%	$ 3,738,108	$ 3,722,141	99.57%	$ 62,628
TOTAL PUBLIC SAFETY	$ 8,520,430	$ 8,543,058	100.27%	$ 8,431,209	$ 8,363,767	99.20%	$ 179,291
PUBLIC WORKS							
PUBLIC SERVICES DEPARTMENT	$ 4,525,898	$ 4,151,679	91.73%	$ 5,806,379	$ 5,702,798	98.22%	$ (1,551,119)
SOLID WASTE DISPOSAL*	$ 927,278	$ 805,457	86.86%	$ -	$ -		$ 805,457
WATER AND SEWER	$ 599,013	$ 599,013	100.00%	$ 599,013	$ 599,013	100.00%	$ -
TOTAL PUBLIC WORKS	$ 6,052,189	$ 5,556,149	91.80%	$ 6,405,392	$ 6,301,811	98.38%	$ (745,662)
INTERGOVERNMENTAL PROGRAMS							
AUBURN-LEWISTON AIRPORT	$ 105,000	$ 103,888	98.94%	$ 105,000	$ 105,000	100.00%	$ (1,112)
E911 COMMUNICATION CENTER	$ 1,069,122	$ 1,069,806	100.06%	$ 1,067,249	$ 1,049,366	98.32%	$ 20,440
LATC-PUBLIC TRANSIT	$ 209,244	$ 209,244	100.00%	$ 235,373	$ 211,378	89.81%	$ (2,134)
LA ARTS	$ -	$ -		$ 17,000	$ 6,240	36.71%	$ (6,240)
TAX SHARING	$ 270,000	$ 228,985	84.81%	$ 270,000	$ 239,133	88.57%	$ (10,148)
TOTAL INTERGOVERNMENTAL	$ 1,653,366	$ 1,611,923	97.49%	$ 1,694,622	$ 1,611,117	95.07%	$ 806
COUNTY TAX	$ 2,142,268	$ 2,142,268	100.00%	$ 2,046,880	$ 2,046,879	100.00%	$ 95,389
TIF (10108058-580000)	$ 2,599,914	$ 2,824,802	108.65%	$ 2,584,032	$ 2,599,913	100.61%	$ 224,889
OVERLAY	$ -	$ -		$ -	$ 159,684	0.00%	$ (159,684)
							$ -
TOTAL CITY DEPARTMENTS	**$ 38,490,384**	**$ 37,495,573**	**97.42%**	**$ 37,867,950**	**$ 37,099,810**	**97.97%**	**$ 395,763**
EDUCATION DEPARTMENT	$ 39,062,197	$ 31,149,902	79.74%	$ 38,241,323	$ 31,369,501	82.03%	$ (219,599)
TOTAL GENERAL FUND EXPENDITURES	**$ 77,552,581**	**$ 68,645,475**	**88.51%**	**$ 76,109,273**	**$ 68,469,311**	**89.96%**	**$ 176,164**

CITY OF AUBURN, MAINE
INVESTMENT SCHEDULE
AS OF June 30, 2016

INVESTMENT		FUND	BALANCE June 30, 2016	BALANCE May 31, 2016	INTEREST RATE
ANDROSCOGGIN BANK	449	CAPITAL PROJECTS	$ 4,265,641.66	$ 4,264,239.57	**0.40%**
ANDROSCOGGIN BANK	502	SR-TIF	$ 1,003,659.58	$ 1,003,329.73	**0.40%**
ANDROSCOGGIN BANK	836	GENERAL FUND	$ 7,058,833.76	$ 7,057,440.69	**0.40%**
ANDROSCOGGIN BANK	801	WORKERS COMP	$ 50,139.54	$ 50,123.06	**0.40%**
ANDROSCOGGIN BANK	748	UNEMPLOYMENT	$ 50,139.54	$ 50,123.07	**0.40%**
ANDROSCOGGIN BANK	684	EMS CAPITAL RESERVE	$ 130,363.06	$ 130,320.25	**0.40%**
NORTHERN CAPITAL	02155	CAPITAL PROJECTS	$ 750,000.00	$ 750,000.00	**0.70%**
NORTHERN CAPITAL	02155	GENERAL FUND	$ 500,000.00	$ 500,000.00	**0.70%**
NORTHERN CAPITAL	02155	GENERAL FUND	$ 500,000.00	$ 500,000.00	**0.85%**
GRAND TOTAL			**$ 14,308,777.14**	**$ 14,305,576.37**	**0.52%**

EMS BILLING
BREAKDOWN -TOTAL CHARGES
July 1, 2015 - June 30, 2016
Report as of June 30, 2016

	July 2015	August 2015	Sept 2015	Oct 2015	Nov 2015	Dec 2015	Jan 2016	Feb 2016	Mar 2016	Apr 2016	May 2016	June 2016	Adjustment	Totals	% of Total
No Insurance Information				$ 9,878.80	$ 9,378.20	$ 7,920.00	$ 15,706.00	$ 10,867.40	$ 16,949.20	$ 4,292.20	$ 11,804.00	$ 5,741.80	$ (86,795.80)	$ 5,741.80	0.26%
Bluecross	$ 4,447.40	$ 9,313.20	$ 16,358.80	$ 7,914.80	$ 8,336.80	$ 9,136.40	$ 5,167.40	$ 9,445.60	$ 8,658.40	$ 3,327.40	$ 2,706.80	$ 9,045.60	$ 22,887.40	$ 116,746.00	5.21%
Intercept	$ 200.00	$ 400.00	$ 500.00	$ 400.00	$ 300.00	$ 200.00	$ 100.00	$ 400.00	$ 500.00	$ 200.00	$ 600.00	$ 200.00	$ 100.00	$ 4,100.00	0.18%
Medicare	$ 76,994.00	$ 81,754.00	$ 95,440.20	$ 83,724.40	$ 75,419.20	$ 105,424.20	$ 85,563.40	$ 75,211.60	$ 91,344.40	$ 96,559.00	$ 71,040.00	$ 89,122.40	$ 20,696.40	$ 1,048,293.20	46.76%
Medicaid	$ 32,852.00	$ 29,305.00	$ 39,741.60	$ 26,231.20	$ 23,081.80	$ 27,212.00	$ 26,440.00	$ 33,075.20	$ 22,219.60	$ 26,973.60	$ 23,590.80	$ 26,480.80	$ 22,425.00	$ 359,628.60	16.04%
Other/Commercial	$ 36,705.40	$ 31,800.40	$ 41,227.00	$ 33,338.80	$ 25,727.60	$ 24,983.40	$ 33,851.80	$ 32,748.60	$ 49,548.80	$ 42,544.20	$ 47,937.00	$ 57,917.60	$ 83,601.00	$ 541,931.60	24.17%
Patient	$ 30,593.00	$ 32,031.80	$ 16,754.40	$ 26,109.20	$ 14,667.80	$ 21,797.80	$ 8,812.00	$ 12,714.80	$ 7,445.00	$ 16,868.20	$ 14,612.60	$ 25,776.40	$ (67,526.20)	$ 160,656.80	7.17%
Worker's Comp													$ 4,612.20	$ 4,612.20	0.21%
TOTAL	$ 181,791.80	$ 184,604.40	$ 210,022.00	$ 187,597.20	$ 156,911.40	$ 196,673.80	$ 175,640.60	$ 174,463.20	$ 196,665.40	$ 190,764.60	$ 172,291.20	$ 214,284.60	$ -	$ 2,241,710.20	100.00%

EMS BILLING
BREAKDOWN -TOTAL COUNT
July 1, 2015 - June 30, 2016
Report as of June 30, 2016

	July 2015	August 2015	Sept 2015	Oct 2015	Nov 2015	Dec 2015	Jan 2016	Feb 2016	Mar 2016	Apr 2016	May 2016	June 2016	Adjustment	Totals	% of Total
No Insurance Information				12	12	10	19	13	20	5	14	7		112	4.00%
Bluecross	5	11	20	9	10	11	6	11	10	4	3	11		111	3.96%
Intercept	2	4	5	4	3	2	1	4	5	2	6	2		40	1.43%
Medicare	91	98	122	109	96	131	108	91	109	117	82	106		1260	44.97%
Medicaid	40	35	52	34	29	37	33	43	27	35	29	33		427	15.24%
Other/Commercial	44	39	55	42	31	33	40	45	61	54	58	68		570	20.34%
Patient	37	39	21	32	20	29	11	15	9	20	18	31		282	10.06%
Worker's Comp														0	0.00%
TOTAL	219	226	275	242	201	253	218	222	241	237	210	258	0	2802	100.00%

TOTAL REVENUE COLLECTED AS OF 6/30/16 $1,128,873.47
TOTAL EXPENDITURES AS OF 6/30/16 $359,001.50

EMS BILLING
AGING REPORT
July 1, 2015 to June 30, 2016
Report as of June 30, 2016

	Current		31-60		61-90		91-120		121+ days		Totals	
Bluecross	$ 9,427.28	78%	$ 956.14	8%	$ -	0%	$ -	0%	$ 1,722.49	14%	$ 12,105.91	1.78%
Intercept	$ 200.00	100%	$ -	0%	$ -		$ -		$ -		$ 200.00	0.03%
Medicare	$ 75,577.40	96%	$ 950.80	1%	$ -	0%	$ 1,516.90	2%	$ 901.80	1%	$ 78,946.90	11.61%
Medicaid	$ 23,613.54	86%	$ 1,239.29	5%	$ 152.18	1%	$ 885.00	3%	$ 1,519.13	6%	$ 27,409.14	4.03%
Other/Commercial	$ 60,213.75	68%	$ 7,991.64	9%	$ 5,195.40	6%	$ 2,385.20	3%	$ 12,413.51	14%	$ 88,199.50	12.97%
Patient	$ 45,009.84	10%	$ 29,070.80	6%	$ 37,827.07	8%	$ 17,220.44	4%	$ 344,026.60	73%	$ 473,154.75	69.58%
Worker's Comp	$ -		$ -		$ -		$ -		$ -		$ -	0.00%
TOTAL	$ 214,041.81		$ 40,208.67		$ 43,174.65		$ 22,007.54		$ 360,583.53		$ 680,016.20	
	31%		6%		6%		3%		53%		100%	100.00%

City of Auburn, Maine

"Maine's City of Opportunity"

Financial Services

To: Howard Kroll, City Manager
From: Jill Eastman, Finance Director
Re: Arena Financial Reports for June 30, 2016

Attached you will find a Statement of Net Assets and a Statement of Activities and budget to actual reports for Norway Savings Bank Arena for revenue and expenditures as of June 30, 2016.

NORWAY SAVINGS BANK ARENA

Statement of Net Assets:
The Statement of Net Assets lists current assets, noncurrent assets, liabilities and net assets and shows a comparison to the previous month, in this case, May 31, 2016.

Current Assets:
As of the end of June 2016 the total current assets of Norway Savings Bank Arena were ($286,133). These consisted of cash and cash equivalents of $91,241, accounts receivable of $37,046, prepaid rent of $42,207 and an interfund payable of $456,627, which means that Norway owes the General Fund $456,627 at the end of June.

Noncurrent Assets:
Norway's noncurrent assets are equipment that was purchased, less depreciation (depreciation is posted at year end and has not been posted for FY16). The total value of the noncurrent assets as of June 30, 2016 was $215,947.

Liabilities:
Norway Arena had accounts payable of $44,192 and prepaid revenue of $10,640 as of June 30, 2016.

Statement of Activities:

The statement of activities shows the current operating revenue collected for the fiscal year and the operating expenses as well as any nonoperating revenue and expenses.

The operating revenues for Norway Arena through June 2016 are $953,413. This revenue comes from the concessions, sign advertisements, pro shop lease, youth programming, shinny hockey, public skating and ice rentals.

The operating expenses for Norway Arena through June 2016 were $1,169,664. These expenses include personnel costs, supplies, utilities, repairs, rent, capital purchases and maintenance.

As of June 2016 Norway Arena has an operating loss of $216,251 compared to the June 2015 operating loss of $314,774 a decrease in the operating loss for the fiscal year of $98,523.

As of June 30, 2016 Norway Arena has a decrease in net assets of $216,251.

The budget to actual reports for revenue and expenditures, with comparison to the same period last year show that revenue for FY16 is $60,267 more than in FY15 and expenditures in FY16 are $6,230 less than last year in June.

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CITY OF AUBURN, MAINE
Statement of Net Assets
Norway Savings Bank Arena
June 30, 2016
Business-type Activities - Enterprise Fund
(Pre Audit)

		June 30, 2016	May 31, 2016	Increase/ (Decrease)
ASSETS				
Current assets:				
Cash and cash equivalents		$ 91,241	$ 91,245	$ (4)
Interfund receivables/payables		(456,627)	(444,246)	(12,381)
Prepaid Rent		42,207		42,207
Accounts receivable		37,046	37,771	(725)
	Total current assets	(286,133)	(315,230)	29,097
Noncurrent assets:				
Capital assets:				
Buildings		-	38,905	(38,905)
Equipment		321,718	285,813	35,905
Land improvements		-	-	-
Less accumulated depreciation		(108,771)	(108,771)	-
	Total noncurrent assets	212,947	215,947	(3,000)
	Total assets	(73,186)	(99,283)	26,097
LIABILITIES				
Accounts payable		$ 44,192	$ 998	$ 43,194
Prepaid Revenue		$ 10,640		10,640
Net Pension Liability		51,082		51,082
Total liabilities		105,914	998	104,916
NET ASSETS				
Invested in capital assets		$ 212,947	$ 215,947	$ (3,000)
Unrestricted		$ (392,047)	$ (316,228)	$ (75,819)
Total net assets		**$ (179,100)**	**$ (100,281)**	**$ (78,819)**

CITY OF AUBURN, MAINE
Statement of Revenues, Expenses and Changes in Net Assets
Norway Savings Bank Arena
Business-type Activities - Enterprise Funds
Statement of Activities
6/30/2016 (pre audit)

	Norway Savings Arena
Operating revenues:	
Charges for services	$ 953,413
Operating expenses:	
Personnel	349,064
Supplies	32,645
Utilities	209,665
Repairs and maintenance	24,283
Rent	506,484
Depreciation	-
Capital expenses	1,600
Other expenses	45,923
Total operating expenses	1,169,664
Operating gain (loss)	(216,251)
Nonoperating revenue (expense):	
Interest income	-
Interest expense (debt service)	-
Total nonoperating expense	-
Gain (Loss) before transfer	(216,251)
Transfers out	-
Change in net assets	(216,251)
Total net assets, July 1	37,151
Total net assets, June 30, 2016	**$ (179,100)**

CITY OF AUBURN, MAINE
REVENUES - NORWAY SAVINGS BANK ARENA
Through June 30, 2016 compared to June 30, 2015 (pre audit)

REVENUE SOURCE	FY 2016 BUDGET	ACTUAL REVENUES THRU JUNE 2016	% OF BUDGET	FY 2015 BUDGET	ACTUAL REVENUES THRU JUNE 2015	% OF BUDGET	VARIANCE
CHARGE FOR SERVICES							
Concssions	$ 30,000	$ 11,213	37.38%	$ 30,000	$ 9,343	31.14%	$ 1,870
Sign Advertisements	$ 230,000	$ 172,953	75.20%	$ 233,225	$ 195,583	83.86%	$ (22,630)
Pro Shop	$ 8,500	$ 6,931	81.54%	$ 8,500	$ 7,504	88.28%	$ (573)
Programs	$ 280,000	$ 302,442	108.02%	$ 172,450	$ 246,019	142.66%	$ 56,423
Rental Income	$ 398,500	$ 421,363	105.74%	$ 753,260	$ 388,011	51.51%	$ 33,352
Tournaments	$ 50,000	$ 38,511	77.02%	$ 24,500	$ 46,686	190.56%	$ (8,175)
TOTAL CHARGE FOR SERVICES	$ 997,000	$ 953,413	95.63%	$ 1,221,935	$ 893,146	73.09%	$ 60,267
INTEREST ON INVESTMENTS	$ -			$ -			
GRAND TOTAL REVENUES	**$ 997,000**	**$ 953,413**	**95.63%**	**$ 1,221,935**	**$ 893,146**	**73.09%**	**$ 60,267**

CITY OF AUBURN, MAINE
EXPENDITURES - NORWAY SAVINGS BANK ARENA
Through June 30, 2016 compared to June 30, 2015 (pre audit)

DESCRIPTION	FY 2016 BUDGET	ACTUAL EXPENDITURES THRU JUNE 2016	% OF BUDGET	FY 2015 BUDGET	ACTUAL EXPENDITURES THRU JUNE 2015	% OF BUDGET	VARIANCE
Salaries & Benefits	$ 311,000	$ 349,064	112.24%	$ 318,446	$ 304,350	95.57%	$ 44,714
Purchased Services	$ 96,150	$ 70,041	72.85%	$ 67,800	$ 103,408	152.52%	$ (33,367)
Supplies	$ 17,500	$ 32,810	187.49%	$ 9,000	$ 48,526	539.18%	$ (15,716)
Utilities	$ 200,200	$ 209,665	104.73%	$ 204,846	$ 207,928	101.50%	$ 1,737
Capital Outlay	$ 57,000	$ 1,600	2.81%	$ 80,000	$ 5,198	6.50%	$ (3,598)
Rent	$ 507,000	$ 506,484	99.90%	$ 528,408	$ 506,484	95.85%	$ -
	$ 1,188,850	$ 1,169,664	98.39%	$ 1,208,500	$ 1,175,894	97.30%	$ (6,230)
GRAND TOTAL EXPENDITURES	**$ 1,188,850**	**$ 1,169,664**	**98.39%**	**$ 1,208,500**	**$ 1,175,894**	**97.30%**	**$ (6,230)**

City of Auburn, Maine

"Maine's City of Opportunity"

Financial Services

To: Howard Kroll, City Manager
From: Jill Eastman, Finance Director
Re: Financial Reports for June, 2016

Attached you will find a Statement of Net Assets and a Statement of Activities and budget to actual reports for Ingersoll Turf Facility for revenue and expenditures as of June 30, 2016. Ingersoll opened in October 2015. After 8 months of operation Ingersoll is operating in the black as you will see from the attached report and narrative below.

INGERSOLL TURF FACILITY

Statement of Net Assets:
The Statement of Net Assets lists current assets, noncurrent assets, liabilities and net assets as of June 30, 2016.

Current Assets:
As of the end of June 2016 the total current assets of Ingersoll Turf Facility were $2,233. These consisted of an interfund receivable of $1,233 and accounts receivable of $1,000, which means that the General Fund owes Ingersoll $1,233 at the end of June.

Noncurrent Assets:
Ingersoll's noncurrent assets are equipment that was purchased, less depreciation (depreciation is posted at year end). The total value of the noncurrent assets as of June 30, 2016 was $224,260.

Liabilities:
Ingersoll had no accounts payable as of June 30, 2016.

Statement of Activities:

The statement of activities shows the current operating revenue collected for the fiscal year and the operating expenses as well as any nonoperating revenue and expenses.

The operating revenues for Ingersoll Turf Facility through June 2016 are $150,523. This revenue comes from the sponsorships, programs, rental income and batting cages.

The operating expenses for Ingersoll Turf Facility through June 2016 were $79,407. These expenses include personnel costs, supplies, utilities, repairs, capital purchases and maintenance.

As of June 2016 Ingersoll has an operating gain of $71,116.

As of June 30, 2016 Ingersoll has an increase in net assets of $71,116.

The budget to actual reports for revenue and expenditures, show that the revenue for FY16 , after 8 months is 70.03% of the budget and expenditures are at 44.45% of budget.

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Statement of Net Assets
Ingersoll Turf Facility
June 30, 2016
Business-type Activities - Enterprise Fund
(Pre Audit)

		June 30 2016	May 31 2016	Increase/ (Decrease)
ASSETS				
Current assets:				
Cash and cash equivalents			$ -	$ -
Interfund receivables/payables		$ 1,233	49,005	(47,772)
Accounts receivable		1,000	-	1,000
	Total current assets	2,233	49,005	(46,772)
Noncurrent assets:				
Capital assets:				
Buildings		672,279	-	672,279
Equipment		86,625	20,915	65,710
Land improvements		18,584	-	18,584
Less accumulated depreciation		(553,228)	-	(553,228)
	Total noncurrent assets	224,260	20,915	203,345
	Total assets	226,493	69,920	156,573
LIABILITIES				
Accounts payable		$ -	$ -	$ -
Total liabilities		-	-	-
NET ASSETS				
Invested in capital assets		$ 224,260	$ 20,915	$ 203,345
Unrestricted		$ 2,233	$ 49,005	$ (46,772)
Total net assets		**$ 226,493**	**$ 69,920**	**$ 156,573**

CITY OF AUBURN, MAINE
Statement of Revenues, Expenses and Changes in Net Assets
Ingersoll Turf Facility
Business-type Activities - Enterprise Funds
Statement of Activities
June 30, 2016 (Pre Audit)

	Ingersoll Turf Facility
Operating revenues:	
Charges for services	$ 150,523
Operating expenses:	
Personnel	53,286
Supplies	2,059
Utilities	14,550
Repairs and maintenance	-
Rent	-
Depreciation	-
Capital expenses	-
Other expenses	9,512
Total operating expenses	79,407
Operating gain (loss)	71,116
Nonoperating revenue (expense):	
Interest income	-
Interest expense (debt service)	-
Total nonoperating expense	-
Gain (Loss) before transfer	71,116
Transfers out	-
Change in net assets	71,116
Total net assets, July 1	155,377
Total net assets, May 31, 2016	**$ 226,493**

CITY OF AUBURN, MAINE
REVENUES - INGERSOLL TURF FACILITY
Through June 30, 2016 (Pre Audit)

REVENUE SOURCE		FY 2016 BUDGET		ACTUAL REVENUES THRU JUNE 2016	% OF BUDGET
CHARGE FOR SERVICES					
Sponsorship	$	15,000	$	8,135	54.23%
Batting Cages	$	-	$	9,745	
Programs	$	8,640	$	48,216	558.06%
Rental Income	$	191,300	$	84,427	44.13%
TOTAL CHARGE FOR SERVICES	$	214,940	$	150,523	70.03%
INTEREST ON INVESTMENTS	$	-			
GRAND TOTAL REVENUES	**$**	**214,940**	**$**	**150,523**	**70.03%**

CITY OF AUBURN, MAINE
EXPENDITURES - INGERSOLL TURF FACILITY
Through June 30, 2016 (Pre Audit)

DESCRIPTION		FY 2016 BUDGET		ACTUAL EXPENDITURES THRU JUNE 2016	% OF BUDGET
Salaries & Benefits	$	102,719	$	53,286	51.88%
Purchased Services	$	20,250	$	3,370	16.64%
Programs	$	-	$	6,142	
Supplies	$	6,750	$	2,059	30.50%
Utilities	$	44,320	$	14,550	32.83%
Insurance Premiums	$	4,600	$	-	0.00%
Capital Outlay	$	-	$	-	
	$	178,639	$	79,407	44.45%
GRAND TOTAL EXPENDITURES	**$**	**178,639**	**$**	**79,407**	**44.45%**