City Council Meeting and Workshop
December 16, 2013
Agenda

5:30 P.M. Workshop

A. Discussion of a personnel issue (the City Manager's evaluation) pursuant to 1 M.R.S.A. §405(6)(A) – (60 minutes).
B. Tax Increment Finance (TIF) districts 14 and 18 updates – Roland Miller (15 minutes)
Council may enter into Executive Session on this item, pursuant to 1 M.R.S.A. §405(6)(C)
C. Naming of the street in front of the Norway Savings Bank Arena – Gary Johnson (10 minutes)
D. Negotiations update (Auburn Firefighters Association - I.A.F.F. Local 797) with possible executive session pursuant to 1 M.R.S.A. §405(6)(D)

7:00 P.M. City Council Meeting

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.

1. Order 112-12162013*
Accepting the transfer of Forfeiture Asset (Philip Moser).

2. Order 113-12162013*
Confirming Police Chief, Phil Crowell's appointment of David K. Brown, II as Constable with a firearm for the Auburn Police Department.

3. Order 114-12162013*
Approving the 180 day moratorium on tree harvesting.

II. Minutes - December 2, 2013 Regular Council Meeting

III. Reports

Mayor's Report

City Councilors' Reports

City Manager Report – Railroad Board Meeting Update

Finance Director, Jill Eastman – November 2013 Monthly Finance Report

IV. Communications, Presentations and Recognitions

- Mary Sylvester – Community Conversations Review
- Audit Presentation – Casey Leonard of Runyon Kersteen Ouellette

- Matrix updates – Frank Roma

V. 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*. Time limit for open sessions, by ordinance, is 45 minutes.

VI. Unfinished Business

1. **Order 86-10072013**
   Approving the renewal of an Auto Graveyard/Junkyard permit for Morris Auto Parts (Public hearing).

2. **Order 108-12022013**
   Amending the Auburn Mall TIF district 14 (Public hearing).

3. **Order 109-12022013**
   Adopting the new Ice Arena TIF district 18 (Public hearing).

VII. New Business

4. **Order 115-12162013**
   Accepting the FY 2013 Comprehensive Annual Financial Report.

5. **Order 116-12162013**
   Authorizing the City Manager to execute the collective bargaining agreement with the MAP Command Unit.

6. **Order 117-12162013**
   Authorizing the City Manager to execute the collective bargaining agreement with I.A.F.F. (International Association of Firefighters) Local 797.

VIII. Executive Session

- Discussion regarding labor negotiations (MAP Patrol) pursuant to 1 M.R.S.A. §405(6)(D).

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 Council
Workshop Information Sheet

City of Auburn

Council Workshop Date: December 16, 2013 **Item** A

Author: Sue Clements-Dallaire, City Clerk

Item(s) checked below represent the subject matter related to this workshop item.

☐**Comprehensive Plan** ☐**Work Plan** ☐**Budget** ☐**Ordinance/Charter** ☒**Other Business*** ☐**Council Goals****

****If Council Goals please specify type: ☐***Safety*** ☐***Economic Development*** ☐***Citizen Engagement***

Subject: Executive Session - Discussion of a personnel issue (the City Manager's evaluation) pursuant to 1 M.R.S.A. §405(6)(A)

**Agenda items are not limited to these categories.*

City Council
Workshop Information Sheet

City of Auburn

Council Workshop Date: December 16, 2013 **Item** B

Author: Sue Clements-Dallaire

Item(s) checked below represent the subject matter related to this workshop item.

☐**Comprehensive Plan** ☐**Work Plan** ☐**Budget** ☐**Ordinance/Charter** ☐**Other Business*** ☐**Council Goals****

****If Council Goals please specify type:** ☐***Safety*** ☐***Economic Development*** ☐***Citizen Engagement***

Subject: Tax Increment Finance (TIF) districts 14 and 18 updates

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Information: This is follow up discussion on the Orders 108-12022013 (to amend TIF district 14) and 109-12022013 (Adopting the new Ice Arena TIF district 18) that were on the 12/2/2013 agenda and postponed until tonight's Council meeting.

Financial: The impact of establishing TIF district #18 is that the profit from the operation of the facility will increase and those funds will accrue to an enterprise account for the continued upkeep and operation of the arena.

Action Requested at this Meeting: Discussion during workshop and approval of these orders during the meeting.

Previous Meetings and History: Workshop 11-18-13, Council Agenda 12-2-2013 but item was postponed until today's meeting.

Attachments:
Ice Arena Revenues and Expenses
Dec. 4, 2013Memo to Clint
Memo – Enterprise fund
Assessment
TIF Answers to Questions
Final TIF 14 documents
Final TIF 18 documents

**Agenda items are not limited to these categories.*

Projected Revenues and Expenses for FY14-FY16

Actual expenses may vary according to changing circumstances

Revenues over Expenses	**$ 241,339.00**	**$ 90,749.60**	**$ 110,532.75**

Norway Savings Bank Arena	*FY14*	*FY15*	*FY16*
Revenues			
Concession	$ 4,500.00	$ 39,000.00	$ 39,000.00
Sign Advertisements	$ 185,000.00	$ 180,000.00	$ 185,000.00
Naming Rights	$ 50,000.00	$ 80,000.00	$ 80,000.00
Ice Rental Income	$ 590,000.00	$ 900,000.00	$ 918,000.00
Public Skate	$ 10,500.00	$ 15,000.00	$ 20,000.00
Skating Instruction	$ 7,500.00	$ 8,000.00	$ 8,500.00
Shinny Hockey	$ 8,000.00	$ 12,500.00	$ 13,500.00
Pro Shop	$ 7,200.00	$ 8,500.00	$ 8,500.00
Programs	$ 4,500.00	$ 12,000.00	$ 15,000.00
Investment Income	$ -		
Total Revenue	$ 867,200.00	$ 1,255,000.00	$ 1,287,500.00

Line Item Narrative Projection based upon ice rental revenue projections of 2% increase.

Line Items

Norway Savings Bank Arena	**Projected**		
Expense Summary	*FY14*	*FY15*	*FY16*
Expenses			
Regular Salaries	$ 195,672.00	$ 199,585.44	$ 203,577.15
Part-time Salaries	$ 35,000.00	$ 30,000.00	$ 30,600.00
Temporary Assistance	$ -		$ -
Overtime Salaries	$ 7,176.00	$ 5,000.00	$ 5,100.00
Uniform Allowance	$ 2,500.00	$ 1,000.00	$ 1,020.00
Health Insurance	$ 77,996.00	$ 81,115.84	$ 82,738.16
FICA/Medicare	$ 15,518.00	$ 16,138.72	$ 16,461.49
ICMA Retirement	$ 13,185.00	$ 13,712.40	$ 13,986.65
Cafeteria Plan	$ 4,525.00	$ 4,525.00	$ 4,615.50
Advertising	$ 8,000.00	$ 5,000.00	$ 5,100.00
Professional Services	$ 2,500.00	$ 2,500.00	$ 2,550.00
Repairs - Buildings	$ 2,500.00	$ 2,500.00	$ 2,550.00
Repairs -Vehicles	$ 1,000.00	$ 1,000.00	$ 1,020.00
Repairs - Equipment	$ 5,000.00	$ 3,500.00	$ 3,570.00

Repairs - Maintenance Contracts	$ 2,824.00	$ 3,000.00	$ 3,060.00
Training & Tuition	$ 2,500.00	$ -	$ -
Travel - Mileage Reimbursement	$ 1,500.00	$ -	$ -
Travel - Seminar Costs	$ -	$ -	$ -
Subscriptions & Dues	$ 2,850.00	$ 1,500.00	$ 1,530.00
Insurance Premiums	$ 24,000.00	$ 24,000.00	$ 24,480.00
Office Supplies	$ 2,500.00	$ 1,200.00	$ 1,224.00
Other Supplies - Operating	$ 6,250.00	$ 5,000.00	$ 5,100.00
Other Supplies - Safety	$ 250.00	$ 500.00	$ 510.00
Other Supplies - Concessions	$ 1,000.00	$ -	$ -
Other Supplies - Pro Shop	$ -	$ -	$ -
Other Supplies - Programs	$ 500.00	$ 500.00	$ 510.00
Communications - Telephone	$ 2,500.00	$ 1,500.00	$ 1,530.00
Utilities - Water & Sewer	$ 12,000.00	$ 12,000.00	$ 12,240.00
Utilities - Electricity	$ 125,000.00	$ 162,950.00	$ 166,209.00
Utilities - Natural Gas	$ 46,115.00	$ 46,115.00	$ 47,037.30
Propane & Bottled Gas	$ 9,000.00	$ 9,000.00	$ 9,180.00
Security Monitoring	$ 1,500.00	$ 1,500.00	$ 1,530.00
Depreciation/Capital Improvement Expense	$ -	$ -	$ -
Debt Service Principle and Interest	$ -	$ -	$ -
Rent Payment	$ -	$ 528,408.00	$ 528,408.00
Capital - General	$ -	$ -	$ -
Capital Blg Improv.	$ -	$ -	$ -
Capital - Small Tools	$ -	$ -	$ -
Machinery and Equipment	$ 15,000.00	$ 1,500.00	$ 1,530.00
Transfer Out	$ -		$ -
			$ -
	$ 625,861.00	$ 1,164,250.40	$ 1,176,967.25

To: Clinton Deschene, City Manager
From: Joshua MacDonald, General Manager Norway Savings Bank Arena
Subject: Future Property Tax Payments for Ice Arena (updated)
Date: December, 4th, 2013

Payment of Property Taxes, Tax Increment Financing Districts, and adjustments to the Arena Budget have been debated and discussed based upon the generation of Tax revenue from the construction of Norway Savings Bank Arena.

Monthly rent payments shall be $43,068.25. Adding in the interest accrued interest from Dec 1, 2013 to July 1, 2014 of $223,125, amortized over the 30 years @ 4.5% totaling to the total of $8,500,000 for a total of $8,723,125 shall result in an annual payment of $528,408, or $44,034 a month.

Under the current City valuation of the Arena, ($7,567,600 at a Tax rate of 20.43 mil) Norway Savings Bank Arena and the Ice Arena Enterprise Account would pay approximately $154,606 annually in taxes through the triple net lease agreement with SlapShot, LLC.

By making the adjustment to the lease agreement to include a tax payment element, the agreement with Slapshot, LLC will effectively increase the rent paid by the Enterprise by approximately 30% monthly, or an additional $12,883.84 per month, making monthly payments $56,917.84.

This increase in rent payment through the triple net lease shall dramatically affect the sensitive operating budget for the overall effective operation of the facility.

City of Auburn, Maine

"Maine's City of Opportunity"

Finance Department

To: Clinton Deschene, City Manager
From: Jill Eastman, Finance Director
Date: December 11, 2013

RE: Enterprise Funds

Enterprise Funds are generally set up per direction from the City Council to record transactions of a business-type activity. They are generally self supportive unless the Council decides that the City will subsidize the program in some way.

The revenue derived from the Enterprise Fund generally stays with the fund, but can be used for other funds if the Council so chooses.

60 Court Street • Auburn, ME 04210
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www.auburnmaine.org

From: Renee Lachapelle
Sent: Wednesday, December 11, 2013 2:23 PM
To: Susan Clements-Dallaire
Cc: Roland Miller
Subject: RE: TIF item on agenda

The Current FY 2014 assessment is $1,564,100 tax exempt land.
The Proposed FY 2015 Arena Building and land is $7,567,600 Taxable building only.
The Proposed FY 2015 remaining Arena Land is $1,390,800 tax exempt land.

City of Auburn, Maine

"Maine's City of Opportunity"

Office of Economic Development

To: Clinton Deschene, City Manager
From: Roland G. Miller, Director
Department of Community and Economic Development
Joshua MacDonald, General Manager Norway Savings Bank Arena
Subject: Answers to Questions
Date: November 26, 2013

This memorandum has been prepared to provide information addressing points of concern regarding a series of actions, on the financial arrangements for the Norway Savings Bank Arena (the Arena), contemplated for the meeting of the City Council scheduled for December 2, 2013.

Taxes

In that the Arena is privately owned it is taxable. The land upon which the arena is located was gifted to the City of Auburn on December 30, 2012. Therefore, on April 1, 2013, this parcel was declared to be tax exempt. No tax revenue flowed from this parcel in support of the cost of general government for FY 2014 (July 1, 2013 -- June 30, 2014). Now that the Arena has been built on this property, the land under the footprint of the building becomes taxable while the remainder of the land is tax exempt. For the purpose of helping the banks appraiser arrive at an appropriate value for the Landlord's permanent financing, the City's Tax Assessor has completed a review of the building and determined the level of valuation subject to taxation. This valuation will not be committed until April 1, 2014, for FY 2015.

The lease/purchase agreement stipulates how the tax obligation on this property is to be paid. As long as the City continues to lease the facility the relationship between the Landlord and Tenant is that the tenant is responsible for taxes, insurance and all costs of maintaining the building including utility payments. The language governing this relationship is found on page 6 (5. Taxes.). In the absence of an adjustment, this would require the inclusion of an expense obligation regarding taxes on the arenas pro forma, profit and loss statement and any other financial reporting requirement.

However, adjustment language to this relationship is found in the second sentence of the referenced paragraph. This stipulates that if the City of Auburn creates a Tax Increment Financing (TIF) district that reduces the landlords net out-of-pocket tax expenses that only "…the non-reimbursable portion of any real estate taxes remaining to be paid by Landlord" is passed through to the tenant. Therefore, if TIF #18 is enacted, the Landlord will be required to pay the taxes and float that expense until the time the City reimburses (under the stipulations of a Credit Enhancement Agreement (CEA)) the Landlord for that expense.

The impact of this arrangement is to lessen the carrying costs for the Tenant if TIF #18 is enacted. Any enhanced profits that result from this arrangement go directly to the Enterprise Fund in support of the continued operations in upkeep of the Arena.

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General Fund Impacts

Question: Does any reduction in tax revenues impact resources for general fund expenses?

The answer to that question is yes, but this project does not result in any reduction to the current level of tax revenues derived from this property because in FY 2014, no tax revenue came from this property.

Question: Does any general fund expenses, such as extra police services or extra plowing for the dual sheet arena, support of this facility?

Police services for the Arena are contracted as part of the expenses of the enterprise account and are billed accordingly to the Arena. Any Police coverage for special events and hockey games being played at the facility, shall -bill the Renter as part of the use agreement between the Renter and the facility (high schools, concert promoters, event coordinators). As part of the rental agreement with participants and renters of the facility, they agree, under the Police Staffing levels as deemed appropriate through the facilities agreement with Auburn Police Department to be billed for this coverage. Auburn Police Department shall serve as the main point of contract for security and safety at the Arena during these events. If concert promoters or event coordinators, as part of a use agreement determine that offsite security services shall be obtained for ticketing, and security, they shall continue to work with Auburn PD for the appropriate level of coverage based upon a facility and event use plan.

Plowing for the Arena parking areas and surrounding streets and access roads has been addressed through an agreement with the Department of Public Services (Public Works). Late night plowing and snow removal shall be the duty of Public Services third shift. The Arena shall be responsible for the clearing of all walkways and sidewalks, entry doors and points of egress during hours of operation. During day time hours, Facilities Management has agreed to post a municipal employee on call (who is certified in operating the equipment) and the Arena shall be billed the overtime rate for the staff members time and fuel necessary to complete the tasks of plowing. The maintenance supervisor of the arena also holds an appropriate class driving license (shall be appropriately trained) and if necessary could perform the duties as necessary. Public Services shall station the appropriate equipment on site necessary to complete the plowing operation. The Arena has agreed to purchase the necessary accessories (12 foot pusher plow) for use by Public Services to complete this task.

Question: Does any reduction of expenses for the dual sheet arena improve the financial statement of the enterprise account and create a financial position more attractive to potential business buyers?

Any reduction to the expenses for the operation of the Arena will improve the flow of funds to the enterprise account. All the records of the operation of this facility are public. The lease/purchase agreement makes this facility available to the City of Auburn for 30 years. Any potential buyer will have no problem in getting access to and reviewing all public documents that relate to the financial management and performance of this facility. Therefore, profit/loss realized by the tenant is easily analyzed and will not matter to a potential buyer.

CITY OF AUBURN, MAINE

AUBURN MALL REVITALIZATION
MUNICIPAL TAX INCREMENT FINANCING DISTRICT #14

DEVELOPMENT PROGRAM

AMENDMENT #2

DECEMBER 2, 2013

Prepared by:
Jill Cunningham, Economic Development Assistant
Roland Miller, Community & Economic Dev. Director

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Exhibit F	Certification of Assessed Value
Exhibit H	Notice of Public Hearing
Exhibit I	Resolve of the Auburn City Council
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ARTICLE 1: DEVELOPMENT PROGRAM NARRATIVE

Section 1.01. Introduction

a. General Description of the District.

The City of Auburn desires to attract and retain quality jobs and commercial development, to create and maintain a healthy tax base, to improve the economy of the City and the State of Maine and to provide for construction of new public infrastructure and improvements to facilitate economic development. In order to fulfill these goals, the following property is being designated as the Auburn Mall Revitalization Tax Increment Financing District #14: An area consisting of approximately 38.91 acres, comprising a portion of the City as shown on Exhibit A attached hereto and incorporated herein by reference (the "District").

The Development Program described herein was proposed for the purpose of administering the District as a Municipal Development and Tax Increment Financing District pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended (the "Development Program"). Upon resolution of the Auburn City Council designation of the District and adoption of the Development Program was accomplished on October 30, 2006, the designation of the District and the adoption of the Development Program became final with the approval by the Maine Department of Economic and Community Development ("DECD") on February 27, 2007. Amendment #1 was approved by the Maine Department of Economic and Community Development ("DECD") on August 18, 2011.

The purpose of the District is (a) to assist the property Developer and the developer with the development of these parcels into retailing and service centers; (b) to finance costs associated with certain public improvements, within the District consisting of infrastructure improvements, including, but not limited to, roadways, access roadways, water, sewer, store drains, road junctions and landscaping (the "Public District Improvements"); and (c) to finance costs associated with certain economic development and infrastructure improvements within the City (the "Public Improvements") as hereinafter identified.

b. The Project – Retail Development.

The City of Auburn needs to expand its tax base by attracting additional economic development to the City. The District impacts economic development in several ways. First, reestablishment of a regional retail complex in the District will be the catalyst for major commercial development on land within the immediate area and in other areas of the City. New development projects in the District will also require certain improvements through and expansion of public infrastructure. Second, the District provides a source of funds to finance new economic development programs with respect to the City's desire to become a regional shopping destination.

The City recognizes that the Auburn Mall has significant challenges to overcome in its redevelopment due to environmental constraints and building obsolescence. In order to assist the Developer in overcoming the extraordinary development cost and to realize the opportunity presently available, the City of Auburn proposes to enter into a credit enhancement tax increment financing agreement that will allow for the recapture of a portion of these costs over time (the "Project"). It is also contemplated that within the District certain public improvements, which are described in sections 1.01 and 1.04, will be needed and if the City will capture a portion of it's share of the new revenue to pay for these improvements.

The extension (or addition) of the public improvements and modifications to existing facilities will allow substantial commercial development to occur within the District and enhance the ability to develop and market additional commercial property in close proximity to the District.
Completion of any portion of this project that is to be funded through municipal bonded indebtedness will be initiated within five years of the designation by DECD and completed within the term of this agreement based on need. The Project is currently expected to allow for major expansion of commercial

development within the District.

For the purposes of this Development Program and for purposes of calculating captured assessed value, costs associated with the construction of the project after April 1, 2005 shall be deemed to be in the District on April 1st of each subsequent year.

The tax increment revenues, from new real estate investment, as identified in the Development Program, will be used by the Developer to pay a portion of the capital costs of the Project, to repay to the Developer certain infrastructure costs incurred by the Developer, to repay to the City certain infrastructure costs incurred by the City, to assist in paying debt service on monies borrowed by the Developer and/or the City to finance the cost of the Project, to pay for a study to identify opportunities and the costs of administration of the district. The costs so financed will represent only a small portion of the Developers Project costs. All additional costs will be the sole responsibility of the Developer. (See Section 1.05 "Uses of Private Property' and Section 2.03 "indebtedness" herein) During the term of the development program, the Developer will capture forty-seven percent (47%) of the increase in real estate assessed value in the District for thirty (30) years or, after at least $5,000,000 increase in assessed real estate value is realized in TIF District #14, up to an upset limit of $4.230 million, whichever comes first. The City will capture 75% of the remaining new tax revenue (53% of all new tax revenue) to an upset limit of $7 million thereafter releasing all remaining new revenues to the General Fund. All in accordance with the terms of Auburn Mall Development Agreement as attached hereto as **Exhibit J.**

c. Public Improvements

In addition to the Developer's Project in the District, the City will use a portion of the remaining captured tax increment revenues from the District to finance some or all of the costs of the following types of projects (being the Public Improvements and Public District Improvements). 1) to fund infrastructure improvements, and other Project Costs, all as permitted under 30-A MRSA Subsection 5225(1)(A)(hereinafter collectively called the "Project Costs", see Exhibit B & C). These improvements within and abutting the District, include but are not limited to, roadways, access roads, intersections, sidewalks, bike routes, street lights, traffic signals, sewer, water, storm drains and landscaping; 2) to develop new employment opportunities in the City and to pay other Project Costs as described in 30-A MRSA Subsection 5225(1)(B); 3) to provide for costs reasonably related to the construction, alteration of expansion of facilities not located within the District that are required due to improvements or activities within the District as described in 30-A MRSA Subsection 5225(1)(C)(D), including but not limited to road water, sewer, storm water and environmental protection improvements (hereinafter called the Public District Improvements); 4) the fund the City's economic development programs including, but not limited to, implementation of the Auburn Mall Revitalization Municipal Development and Tax Increment Finance District (TIF #14); to fund environmental improvement programs.

d. Finding of the City Council

The City Council finds that each of the specific projects described herein will either directly or indirectly provide or encourage new employment opportunities within the City, encourage and promote economic development that will broaden the City's tax base, and improve the general economy of the City.

The estimated costs of the projects that may be included as a part of the Development Program are identified in Exhibit B attached hereto. The specific public improvement projects to be financed with the City's portion of the tax increment financing revenues will be approved through subsequent City Council action pursuant to the City's Charter.

The project and all associated improvements financed under this Development Program other than the Public Improvements and other Project Costs will be located within the District, adjacent to the District or are impacted directly by activity within the District. The proposed District will encompass approximately 38.91 acres.

Section 1.02. Statement of Means and Objectives

a. Development District

The City desires to attract quality jobs and economic development into the community in order to create additional employment opportunities, to maintain a healthy tax base, to promote community well being, to provide for the City's revitalization, and to provide the facilities outlined in this Development Program. By providing for the reinvestment of the new or incremental tax revenues, the City will facilitate new private investment within the District, create additional infrastructure capacity through certain important public improvements, thereby providing new employment opportunities in the City, while improving and broadening the City's tax base and the economy of the City and the State of Maine.

The project site within the Development District has significant challenges to support redevelopment. It is the City's desire to realize the redevelopment of the District parcels and therefore the City wishes to induce the Developer to invest by entering into a long-term partnership whereby the City, through a credit enhancement tax increment finance program, will assist the Developer in recovering a portion of his financed costs to make these project sites competitive.

b. Benefits of the District

The following benefits will accrue to the general public by causing development to occur within the District.

1. New development will cause and increase in real estate assessed valuation. This means new tax dollars for the City.
2. New infrastructure will be constructed that will provide better access to the development site and the Mall area.
3. New development within the District will ensure the continued viability of the City of Auburn's retail commercial area. The projects within this area will continue to be major contributors to the economy of the City of Auburn.
4. Other substantial new development is likely to occur as a result of the infrastructure improvements and development of the District.

In summary, realizing the objective of attractive new investment to the District will provide resources to finance the costs of the Public District Improvements and other Projects costs. This will create new employment opportunities, promote economic development and expand the tax base of the City for the benefit of the citizens of Auburn.

Section 1.03 Brief Discussion of Financial Plan

The financial plan for the District is set forth in greater detail in Article II below. The following is a brief summary of the plan.
The total anticipated new investment in the District will result in up to $25,000,000 of new real estate assessed value. Construction of the Project has already started and following City Council action and DECD approval, anticipated completion of the project is expected to occur by 2026. As part of the development program, the Developer will capture forty-seven percent (47%) of the tax revenues from increased in assessed value (real estate only) in the District for thirty (30) years up to $4.230 million, whichever comes first. The City will capture 75% of the remaining new tax revenue (53% of all new tax revenue) to an upset limit of $7 million thereafter realizing all new revenues to the General Fund. All in accordance with the terms of Auburn Mall Development Agreement as attached hereto as **Exhibit J.**
The revenues allocated to the Developer will be to reimburse over time for costs of specific project site improvements, debt service payments relating to financing the project or as direct payment toward a portion of the cost of the project. The residual new tax increment revenue retained by the City will be used to finance public improvements in the area. The remaining tax revenue will go the General Fund.

Section 1.04. Description of Project Costs and Public Facilities to be constructed

The Project costs are defined in section 1.01 (C) above the itemized in **Exhibit B**.

The City intends to provide improvements to the public infrastructure in the vicinity of the project sites (Public District Improvements). These may include but not be limited to public sewer, water, storm water

management, and transportation system (vehicle, pedestrian and bicycle) capacities and landscaping. The public improvements will be completed to assist the City in efforts to increase employment and economic development in general. Public District Improvements are itemized in **Exhibit C**.

Section 1.05. Uses of Private Property

The Project involves the rehabilitation of the Auburn Mall and Androscoggin Plaza, business recruitment of new mall tenants, and the recruitment of new restaurants and new opportunities on property included in the District.

The proposed use of the project site (the District) is in keeping with current zoning requirements in that intensive retail commercial development is permitted within the zone.

Section 1.06. Relocation of Displaced Persons

Not Applicable.

Section 1.07. Proposed Regulations and Facilities to Improve Transportation

The development, as it is currently proposed, will require the City to construct various public infrastructure improvements to serve the District and to promote further economic development.

Section 1.08. Environmental Controls

The redevelopment, development, and improvement project will comply with all requirements of the City's ordinances, including its Zoning Ordinance. With the exception of any building, site plan, traffic and other construction permits to be applied for, no further zoning permits, licenses or other local approvals are anticipated to be necessary in conjunction with the improvements.

The Developer will take all steps required by the Maine Department of Environmental Protection ("DEP") in order to ensure that the installation, construction and operation of the improvements comply with all state environmental rules and regulations. All air emission, wastes water discharge or other licenses required in conjunction with the Project either have been, or will be, applied for an obtained by the Developer as required by applicable law, rule and regulation.

Section 1.09. Plan of Operation upon Completion

The improvements, other than the public infrastructure modifications, in the District will at all times be owned by the Developer, his successors or assigns, who will be responsible for payment of all maintenance expenses, insurance and taxes on said improvements. During the life of the District, the City Manager or the Manager's designee will be responsible for all administrative matters concerning the implementation and operation of the District. The Developer and/or his successors or assigns shall be solely responsible for implementation of the private development in the District. The stipulations regarding the division of responsibilities on the part of the Developer and the City are contained in the Auburn Mall Revitalization Development Agreement and attached as **Exhibit J.**

Section 1.10. Program Duration

The duration of the District will begin on the designation of the District by the Auburn City Council and the effective date of its approval by the Maine Department of Economic and Community Development and end in thirty (30) years thereafter or upon payment of all credit enhancement obligations Project Costs and Public District Improvement costs. The Developer's interest in the program will end in thirty years or when the total aggregate reimbursement received by the Developer reaches the upset limit as established under the Auburn Mall Revitalization Development Agreement. **Exhibit J**

ARTICLE II: FINANCIAL PLAN

Section 2.01. General Characteristics

The tax increment financing district will encompass approximately 38.91 acres of taxable property with a total value of land and buildings as of April 1, 2005, in the amount of approximately $11,328,400.

This Development Program requires the establishment of a Development Program Fund consisting of Project Cost Account pledged to and charged with payment of Project Costs (payment to the Developer under the credit enhancement agreement) and the transfer of residual revenues to a Development Program Sinking Fund Account.

Section 2.02. Cost Estimated for Development Program

Estimated cost of the Developer's project under the Development Program is approximately $4,230,000 dollars (as amended). Estimate cost for the City under Development Project is $3,375,500.

Section 2.03. Indebtedness

None of the municipal public improvement costs will be directly financed under this agreement. The City's retained earnings from the tax increment revenues will be transferred to the Auburn Mall Revitalization Municipal Development and Tax Increment Financing District Development Plan (TIF #14) sinking fund to fund public improvements including but not limited to transportation system improvements. If the Developer incurs indebtedness with respect to the project, the fund in the Developers Project Cost Account of the Development Program Fund established hereunder consisting of the Developers allocable share of tax increment revenues on the captured assessed values of the District and any earnings thereon, may be applied to such indebtedness.

Section 2.04. Sources of Anticipated Revenues

The source of anticipated revenues generated by the District and to be used to pay the Company under the Credit Enhancement Agreement are: 1) municipal tax increment revenues on captured assessed value for the real estate within the District, which will be deposited as received into the Developers Project Cost Account of the District's Development Program Fund, and 2) earnings on such amounts. The Developer will be responsible for making all arrangements for payments with respect to all additional monies needed to fund the Project. See summary of financial information in **Exhibit D**.

Separate sub accounts in the Project Costs Account shall be established for the Project (credit enhancement agreement) and funds to be transferred to the Auburn Mall Revitalization Municipal Development and Tax Increment Financing District Development Plan (TIF #14). Upon receipt of each payment of property tax from the Developer, the City shall, within 15 days: 1) deposit that portion of each property tax payment allocated to the Project to the Project Cost Account: and 2) deposit that portion of each payment of property tax allocated for public improvements into the Project Cost Account established under the Auburn Mall Revitalization Municipal Development and Tax Increment Finance District Development Plan (TIF #14). The municipal tax increment revenues to be paid to the Developer under the Credit Enhancement Agreement for 30 years (or until the Developer reaches the upset limit for reimbursement) are reflected in Table No. 1 below.

TABLE NO. 1

Year	Estimated CAV	Projected Credit
FY07	$ 5,753,400	$ 56,038.12
FY08	$ 8,273,500	$ 63,805.23
FY09	$ 12,273,500	$ 90,382.05
FY10	$ 22,273,500	$ 163,131.11

FY11	$	22,273,500	$	202,042.92
FY12	$	27,273,500	$	248,551.59
FY13	$	27,273,500	$	251,115.30
FY14	$	27,096,000	$	260,178.50
FY15	$	29,096,000	$	286,220.26
FY16	$	29,096,000	$	293,057.82
FY17	$	29,096,000	$	299,895.38
FY18	$	29,096,000	$	306,732.94
FY19	$	29,096,000	$	313,570.50
FY20	$	29,096,000	$	320,408.06
FY21	$	29,096,000	$	278,506.91
FY22	$	29,096,000	$	-
FY23	$	29,096,000	$	-
FY24	$	29,096,000	$	-
FY25	$	29,096,000	$	-
FY26	$	29,096,000	$	-
			$	3,433,636.70

Note: An increase after FY2014 of 0.0005 for each subsequent year is assumed.

Section 2.05. Financial and Statistical Data

A summary of statistical information relating to the District's satisfaction of certain conditions imposed under Chapter 207 of Title 30-A of the Maine Revised Statutes, as amended, as a prerequisite to designation of the District, is set forth in **Exhibit E**. Additional information is set forth below.

a.	Total value of equalized taxable property of the City as of April 1, 2005	$1,342,992,900
b.	Total assessed value of the District as of April 1, 2005	$11,328,400
c.	Total value of equalized taxable property as of April 1 preceding the date of designation of all other Tax Increment Financing Districts within the City	$11,237,200
d.	Percentage of total assessed value of the City represented by total assessed value of the District and other Districts (the sum of lines b and c divided by line a)	1.68%
e.	Aggregate original principal amount of municipal general obligation indebtedness financed by the proceeds from Tax Increment Financing Districts within Androscoggin County, does not exceed $50,000,000	
f.	Total acreage in the City of Auburn	41,430 acres
g.	The acreage included in the existing Tax Increment Financing Districts in the City of Auburn	550 acres
h.	Total Acreage in the District #14 is	38.91 acres
i.	Total acreage in District #14 is 38.91 or 1.42% of the acreage in Auburn	1.42%
j.	Percentage of acreage in District #14 suitable for commercial development is	25%

Attached hereto as Exhibit F is a certification of original assessed value (real estate only) executed by the City Assessor of the City of Auburn in accordance with the requirements of 30-A MRSA §5254(2) certifying that the original assessed value of the District as of April 1, 2005 was

$11,328,400.

Section 2.05. Estimated Impact of Financing upon Taxing Jurisdiction

In accordance with Maine statutes governing the establishment of tax increment financing districts, Exhibit G provides estimated tax shifts that will result during the term of the District from the establishment of the District, using formulas reviewed by the Department of Economic and Community Development.

Attached hereto as Exhibit G is the summary of the findings and the methodology utilized in calculating tax shifts.

Section 2.06. Duration of the Development Program

The duration of the District will begin on the designation of the District and the effective date of its approval by the Maine Department of Economic and Community Development and end on the earlier of thirty years thereafter or the total aggregate reimbursement received by the Developer reaches the upset limit as established under the Auburn Mall Development Agreement and the City's debt obligation are satisfied.

ARTICLE III. PHYSICAL DESCRIPTION

Section 3.01. Description of the District

The District consists of a parcel of land that totals 38.91 acres.

The District is delineated on **Exhibit A** hereto.

Section 3.02. Site location map

Set forth on **Exhibit A** is a tax map of the City reflecting the approximate location of the District within the City.

ARTICILE IV: MUNICIPAL APPROVALS

Section 4.01. Public Hearing

Attached hereto as Exhibit H is a copy of the Notice a Public Hearing held in accordance with the requirements of 30-A MRSA §5253. The Notice was published in the Lewiston Sun Journal, a newspaper of general circulation in Auburn on November 20,2013 a day at least ten (10) days prior to the public hearing. A public hearing was held at the City Council meeting on December 2, 2013.

Section 4.02. Authorizing Votes

Attached as Exhibit I are copies of the votes by the City Council of the City of Auburn meeting thereof duly called and held on December 2, 2013 approving the designation of the District and adoption of this Development Program.

ARTICLE V: AGREEMENT REGARDING VALUATION ISSUES

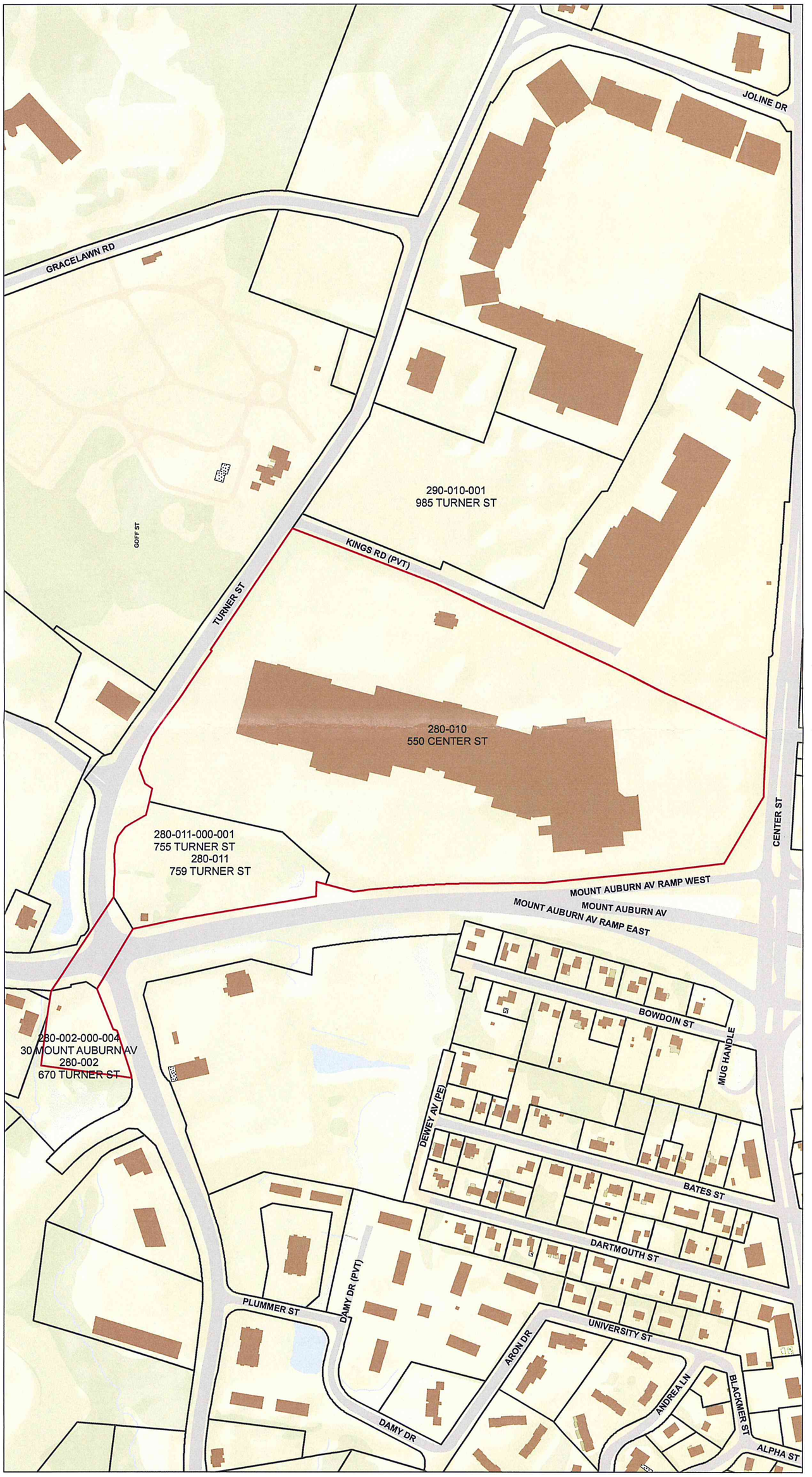
Section 5.01. Valuation Issues

There are certain assumptions regarding valuation and depreciation of assets, which underlie the analysis set forth in this Development Program. The City and the Developer both covenant and agree that the assumptions, analysis and result set forth in this Development Program shall in no way prejudice the rights

of either party or be used, in anyway, by either party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of the property within the District.

In the event of a re-evaluation of property by the City occurring subsequent to the revaluation in the City's fiscal tax year 2007, during the term of the District, the City and the Developer agree that they will enter into good-faith negotiations to amend the Credit Enhancement Agreement so that the Company and the City receive the benefits contemplated by this Development Program.

TIF #14



City of Auburn

60 Court St
Auburn, ME 04210
207-333-6601
www.auburnmaine.gov

TIF #14

N

0 250 500 Feet

The data used in these applications were derived from Auburn's digital databases. While every effort has been made to ensure that these data are accurate and reliable, the City of Auburn cannot accept any responsibility for any errors, omissions, or positional accuracy, and therefore, there are no warranties which accompany this product. Users of the information displayed on this map are strongly cautioned to verify all information before making any decisions

EXHIBIT B

PUBLIC DISTRICT IMPROVEMENTS

$	500,000	Access Road (Androscoggin Plaza)
$	100,000	Dedication of Right Way
$	110,000	New Mall Entrace
$	300,000	Sewer Extension
$	**1,010,000**	**Sub-Total**
		Private Costs
$	2,319,000	Mall Revitalization
$	**3,329,000** *	**Total**

PROJECT COSTS -CITY

$	700,000	Intersection/Road Relocation---Turner and Kings Way/Gracelawn Road
$	400,000	Sewer main upgrade Turner Street
$	300,000	Sidewalks, Landscaping and Decorative Lights from Auburn Mall to Gracelawn
$	50,000	Intersection---Turner and Dennison Streets
$	45,000	Synchronization & emergency Interrupt
$	40,000	Joline Drive-- Center Street to Turner Street (20% cost share)
$	**1,535,000**	**Sub-Total**
$	370,000	Administrative Costs ($20,000 x 15 years) & Quality Retail Marketing Study
$	592,480	Interest on Bond(s)
$	**2,497,480**	**Total**
$	**5,826,480**	**Grant Total**

* Amended to $4,230,000 on August 18, 2011

EXHIBIT C

IMPROVEMENTS THAT SERVE THE DISTRICT

$	400,000	Improvements---Center Street/Martin Street/Fair Street
$	250,000	Improvements---Park Avenue (20% cost share)
$	200,000	Improvements---Turner and Union Streets
$	**850,000**	**Sub-Total**
		Private Costs
$	328,084	Interest on Bond(s)
$	**1,178,084**	**Grant Total**

City of Auburn
Auburn Mall Revitialization
TIF #14

Inputs	
FY05 Valuation	$ 12,715,000
FY05 Valuation Admendment	$ 11,328,400
Yearly Escalator	.5 mils/FY14-26
Term	30 years

Exhibit D

Year	Projected Mill Rate	Retail Development Area Valuation	Assessed Value	Projected Tax Revenue	Credit Enhancement	Projected Credit	Residual Revenue (City)	Sheltered Value (City - 75%)	Debt Service	Annual Revenue
FY07	0.02435	$ 12,715,000	$ 18,468,400	$ 140,095.29	40%	$ 56,038.12	$ 84,057.17	$ 63,042.88		$ 63,042.88
FY08	0.01928	$ 12,715,000	$ 20,988,500	$ 159,513.08	40%	$ 63,805.23	$ 95,707.85	$ 71,780.89		$ 71,780.89
FY09	0.01841	$ 12,715,000	$ 24,988,500	$ 225,955.14	40%	$ 90,382.05	$ 135,573.08	$ 101,679.81		$ 101,679.81
FY10	0.01831	$ 12,715,000	$ 34,988,500	$ 407,827.79	40%	$ 163,131.11	$ 244,696.67	$ 183,522.50		$ 183,522.50
FY11	0.01930	$ 12,715,000	$ 34,988,500	$ 429,878.55	47%	$ 202,042.92	$ 227,835.63	$ 170,876.72	$ 110,185.43	$ 60,691.29
FY12	0.01939	$ 12,715,000	$ 39,988,500	$ 528,833.17	47%	$ 248,551.59	$ 280,281.58	$ 210,211.18	$ 220,370.86	$ (10,159.68)
FY13	0.01959	$ 12,715,000	$ 39,988,500	$ 534,287.87	47%	$ 251,115.30	$ 283,172.57	$ 212,379.43	$ 220,370.86	$ (7,991.43)
FY14	0.02043	$ 11,328,400	$ 38,424,400	$ 553,571.28	47%	$ 260,178.50	$ 293,392.78	$ 220,044.58	$ 220,370.86	$ (326.28)
FY15	0.02093	$ 11,328,400	$ 40,424,400	$ 608,979.28	47%	$ 286,220.26	$ 322,759.02	$ 242,069.26	$ 220,370.86	$ 21,698.40
FY16	0.02143	$ 11,328,400	$ 40,424,400	$ 623,527.28	47%	$ 293,057.82	$ 330,469.46	$ 247,852.09	$ 220,370.86	$ 27,481.23
FY17	0.02193	$ 11,328,400	$ 40,424,400	$ 638,075.28	47%	$ 299,895.38	$ 338,179.90	$ 253,634.92	$ 220,370.86	$ 33,264.06
FY18	0.02243	$ 11,328,400	$ 40,424,400	$ 652,623.28	47%	$ 306,732.94	$ 345,890.34	$ 259,417.75	$ 220,370.86	$ 39,046.89
FY19	0.02293	$ 11,328,400	$ 40,424,400	$ 667,171.28	47%	$ 313,570.50	$ 353,600.78	$ 265,200.58	$ 220,370.86	$ 44,829.72
FY20	0.02343	$ 11,328,400	$ 40,424,400	$ 681,719.28	47%	$ 320,408.06	$ 361,311.22	$ 270,983.41	$ 220,370.86	$ 50,612.55
FY21	0.02393	$ 11,328,400	$ 40,424,400	$ 696,267.28	47%	$ 278,506.91	$ 417,760.37	$ 313,320.28	$ 220,370.86	$ 92,949.42
FY22	0.02443	$ 11,328,400	$ 40,424,400	$ 710,815.28			$ 710,815.28	$ 533,111.46	$ 220,370.86	$ 312,740.60
FY23	0.02493	$ 11,328,400	$ 40,424,400	$ 725,363.28			$ 725,363.28	$ 544,022.46	$ 220,370.86	$ 323,651.60
FY24	0.02543	$ 11,328,400	$ 40,424,400	$ 739,911.28			$ 739,911.28	$ 554,933.46	$ 220,370.86	$ 334,562.60
FY25	0.02593	$ 11,328,400	$ 40,424,400	$ 754,459.28			$ 754,459.28	$ 565,844.46	$ 220,370.86	$ 345,473.60
FY26	0.02643	$ 11,328,400	$ 40,424,400	$ 769,007.28			$ 769,007.28	$ 576,755.46	$ 110,185.43	$ 466,570.03
				$ 9,355,778.51		$ 3,433,636.70	$ 7,814,244.81	$ 5,860,683.61	$ 3,305,562.90	$ 2,555,120.71

Assumptions

Credit enhancement captured first
City's portion 75% capture
No City debt until FY11

Investment Assumptions

FY 07	$ 3,206,800
FY 08	$ 1,000,000
FY 09	$ 4,000,000
FY 10	$ 10,000,000
FY 11	-
FY 12	$ 5,000,000
FY 13	-
FY 14	-
FY 15	$ 2,000,000
	$ 25,206,800

EXHIBIT E

Summary of Statistical Information

1.	Total acreage of Municipality	41,430 Acres
2.	Total acreage of proprosed Municipal Tax Increment Finance District	38.91 Acres
3.	Percentage of Total Acreage in TIF Disctrict #14	0.093
4.	Total Acreage in All of Auburn's TIF Districts	550
5.	Percentage of Total Acreage in all TIF Districts Including Proposed	1.42%

6. Total Acreage of All Real Property in the Proposed Tax Increment Finance District is:

(a)Blighted	0 Acres
Percentage	0%
(b)In need of rehabilitation or conversion	0 Acres
Percentage	0%
(c)Suitable for commerical sites	38.91 Acres
Percentage	100%

The percentage must be equal to or exceed 25%.

AUBURN MALL AREAN REVITALIZATION MUNICIPAL DEVELOPMENT AND TAX INCREMENT FINANCING DISTRICT #14
DEVELOPMENT PROGRAM

AMENDED EXHIBIT F

CERTIFICATE OF CITY ASSESSOR
CITY OF AUBURN, MAINE

The undersigned City Assessor for the City of Auburn, Maine, does hereby certify pursuant to the provisions of 30-A M.R.S.A. § 5227 and 123-d P.S. LD1892 that the original assessed real estate value of Auburn's Mall Area Revitalization Municipal Development and Tax Increment Financing District #14, as described in the development program was $12,715,000 as of March 31, 2005 (April 1, 2006), the tax year preceding the year in which the Auburn Mall Revitalization was designated.

The Auburn Mall Area Revitalization Municipal Development and Tax Increment Financing District #14 has been amended, deleting two taxable real properties with an original assessed value of $745,300 for parcel 290-010-001, and $641,300 for 290-008 as of March 31, 2005 (April 1, 2006) resulting in a total OAV of $1,386,600.

A new list of all parcels in the district by Auburn Tax Map number is attached, which shows each individual parcel's value as of March 31, 2005 (April 1, 2006).

Taxable Real Property Deleted:

Map/Lot	**Acres**	**Total OAV as of March 31, 2005 (April 1, 2006)**
290-010-001	4	$745,300
290-008	4.53	$641,300

IN WITNESS HEREOF, this certificate has been executed this 8th day of November, 2013.

CITY OF AUBURN, MAINE
CITY ASSESSOR:

Print Name: Renee Lachapelle

EXHIBIT F2 - TIF #14 Amendment

ID#	Street Address	Acreage	Company	4/1/2005 Value
280-002-000-001	670 Turner St	0.48	Androscoggin Bank	$ 273,600
280-002-000-002	670 Turner St	0.48	Maguire, James	$ 257,900
280-002-000-003	670 Turner St	0.48	Highrise Properties Inc	$ 315,900
280-010	550 Center St	33.86	Auburn Plaza	$ 10,000,000
280-012	707 Turner St	1.23	Auburn Plaza	$ 116,400
280-011	723 Turner st	2.38	Auburn Plaza	$ 364,600
		38.91		$ 11,328,400

EXHIBIT H

CITY OF AUBURN

PUBLIC NOTICE

CITY OF AUBURN
PUBLIC NOTICE

Notice is hear by given that the City of Auburn, Maine, will hold a public hearing on December 2, 2013 at 7PM or as soon as possible thereafter at the City Council Chambers in the Auburn Hall building for purposes of receiving public comments on the designation of its amended Auburn Mall Revitalization Municipal Tax Increment Financing District #14, pursuant to the provisions of Chapter 207 of Title 30-A of the Maine Revised Statutes, as amended.

The proposed Amendment to the Municipal Development and Tax Increment Financing District consists of certain property, approximately 38.91 acres, located within the original District.

A copy of the amended proposed development program for the district is on file with the City Clerk and may be reviewed at the offices of the city clerk during normal business hours. All interested parties are invited to attend the public hearing and will be given an opportunity to be heard at that time.

Please publish: _____

EXHIBIT J

Auburn Mall Revitalization Development Agreement

This Development Agreement is made and entered into this 30 day of October, 2006, by and between the **City of Auburn**, a municipal body, corporate and politic and political subdivision of the State of Maine, having a mailing address of Auburn Hall, 60 Court Street, Auburn, Maine 04210 (hereinafter called the "City") and **Auburn Plaza, Inc., George Schott and Nobility LLC**, Maine Corporations having a mailing address of 839 Main Street, Lewiston, Maine 04240 (hereinafter called the "Developer").

Witnesseth:

WHEREAS, the City has adopted a master plan for the development of the Mall area; and

WHEREAS, the City has adopted a comprehensive land use plan which designates the Mall area for concentrated commercial development; and

WHEREAS, the City is desirous of attracting new investment in the form of commercial projects and solidifying its position as a regional service center for retailing opportunities; and

WHEREAS, the Developer has acquired six strategically located parcels of land for the purpose of accommodating mixed-use commercial development projects; and

WHEREAS, the parcels have significant challenges to overcome in their development and/or redevelopment due to environmental constraints, topographic issues and building obsolescence; and

WHEREAS, the City and the Developer have agreed to enter into a cooperative effort to bring the project to fruition; and

WHEREAS, the City and the Developer are desirous of setting forth the business terms and responsibility of the respective parties in implementing these projects.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed as follows:

1. Scope of Projects

The projects are proposed to be located on six parcels of land. The site occupied by the Auburn Mall (hereinafter called "Parcel 1"); a currently built out parcel of land located at the southwest corner of the intersection of Mount Auburn Avenue and Turner Street known as Androscoggin Plaza (hereinafter called "Parcel 2"); Two vacant parcels northeast of the intersection of Turner Street in Kings Way (hereinafter called "Parcel 3") and two vacant parcels of land northeast of the intersection of Mount Auburn Avenue and Turner Street (hereinafter called "Parcel 4"). Parcels 1, 2, 3, and 4 are hereinafter referred to as "TIF#14". Although the final scope of the development of all

parcels is still a work in progress the current proposal is to renovate and redevelop 300,000 square feet of leasable commercial space and site redevelopment on Parcel 1, develop up to 100,000 square feet of new leasable commercial space Parcel 3 and develop up to 30,000 square feet of new leasable commercial space on parcel 4. Additional development opportunities are currently being explored which could result in more than a $10 million investment on Parcel 2, 3 or 4.

The development process includes producing the final engineered designs for both the site development and buildings, securing the necessary financing, obtaining environmental, traffic and construction activity permits and managing the development projects.

2. Off-site Infrastructure Impacts

As major commercial projects continue to be developed in the Auburn Mall area capacity of the transportation network is absorbed. Traffic study data from the original Wal-Mart development project, Home Depot, BJ's, the Super Wal-Mart, Kohl's and Mount Auburn Avenue Plaza and the Willow Run development have resulted in recommendations for significant additions of capacity and traffic control to the original Turner Street and Mount Auburn Avenue corridors. Construction of the overpass on Center Street has made it easier for travelers to access the Mall area and the resulting volumes of traffic have resulted in declining levels of service in the vicinity of the intersection of Mount Auburn Avenue and Turner Street. The redevelopment of the original Wal-Mart site and new development of Mount Auburn Avenue Plaza have brought the existing transportation network to a position of needing increased capacity. This eventuality was envisioned in the Mall area master plan and the City of Auburn created Tax Increment Financing Districts #9 and #13 to fund transportation and other improvements that would be needed to allow for the build-out of this commercial center.

In response to this need the City of Auburn City Council has approved a $5 million general obligation bond to build new transportation capacity around the Mount Auburn Avenue and Turner Street intersection. New development contemplated under this agreement may result in the need for additional traffic system modifications. On October 30th, 2006, the Auburn City Council approved the development program for TIF#14 that reserved additional funding for transportation system modifications that may result from these new investments.

3. Development Program

In an effort to induce the Developer to incur the costs enumerated below, the object of which is to realize development projects on Parcels 1, 2, 3 and 4 which the City and the Developer estimate will result in new capital investments on the four parcels totaling approximately $25 million of increased assessed valuation (real estate only) within the next five (5) years, the parties agree as follows:

The Developer agrees as follows:

A. Parcel 1. To cause the renovation and redevelopment of the building and site redevelopment to support up to$8 million of new investment. Additionally, the reconstruction of the displaced entrance (caused by the traffic system improvements on

Turner Street) on Turner Street will cost of approximately $110,000.

B. Parcel 2. To incur costs in connection with both on-site and off-site (construction of an access road) improvements needed for this parcel, at the cost of approximately $500,000 including the following:

(i). Construct a roadway for access to Androscoggin Plaza and Willow Run at a cost of $350,000.

(ii). Wetland mitigation at a cost of $150,000.

(iii). Exercise the right of first refusal on any excess right--of--way adjacent to this parcel acquired by the city on a pro-rated basis. Credit against the purchase price will be given for developer right--of--way donation on this parcel.

C. Parcel 3. Extend the sewer line along Turner Street from Mount Auburn Plaza to Kingsway at a cost of $300,000.

Lastly, the Developer agrees to dedicate sufficient land from Parcel 1,2,3,4 to ensure adequate right away for future transportation system expansions at cost of $100,000. The developer agrees too participate in newly created off-site improvement apportionment program for transportation system modifications for new developments to be located on Parcels 3 and 4.

The City agrees, in recognition of the extraordinary cost of developing these parcels, as follows:

A. Set forward a comprehensive transportation improvement program for all rights-of-way and intersections impacted by Mall area development.

B. Incrementally fund improvements to transportation system to create additional capacity and provide for intensive development of the remaining parcels.

C. for a study to identify opportunities for regional quality retail recruitment.

D. Enter into a credit enhancement tax increment financing agreement with developers to assist in the recovery of public infrastructure expenditures and extraordinary redevelopment costs over time.

E. To fund the City's economic development programs including, but not limited to, implementation of the Auburn Mall Revitalization Municipal Development and Tax Increment Finance District (TIF #14); to fund environmental improvement programs.

F. Create an apportionment program to charge back developments that absorb capacities created by public investment.

4. Financing

A. Developer will fund all items under developers responsibility noted above.

B. City of Auburn will enter into a tax increment financing credit enhancement agreement with the Developer that will provide for a recovery of a portion of the costs noted above in Section 3. This will be done by providing a tax payment reimbursement based on the amount of new capital investment placed on the parcels of land that are within TIF #14 as determined by the City. Payment under the credit enhancement agreement shall be 40% of the tax revenues generated by development as soon as $5,000,000 of new increased assessed value (new real estate value only over the baseline value) occurs in TIF#14. The term of this agreement is 20 years or up to a developer recovery threshold not to exceed $3.329 million, whichever comes first.

5. Design Review Consultation

The Developer will review and consult with the City concerning the design of the projects.

6. Regulatory Compliance

The Developer will construct these projects in conformance with all federal, state and local regulatory requirements.

7. Public Disclosure

The Developer shall not make any public release of information regarding the matters contemplated herein except that a joint press release(s), in agreed form, shall be issued by the Developer and City. Developer acknowledges that the City will be issuing public statements concerning the Auburn Mall area development program including information pertaining to the projects.

8. Confidential Information

Developer agrees to treat all information delivered by the City or furnished by the City or its consultants (collectively the "information") as confidential. The information will be used solely for the purposes of evaluating the project and will be kept confidential by the Developer and its officers, directors, employees, representatives, agents and advisers provided that (a) any such information may be disclosed to developers officers, directors, employees, representatives, agents, lenders, fires, brokers, consultants, and advisers who need to know such information for purposes of evaluating the project (b) any disclosure of such information may be made to which the City consents in writing and (c) such information may be disclosed if so required by law. If the development projects are not consummated the Developer will return to the City all material containing or reflecting the information. Provisions of this paragraph shall survive termination of this agreement.

IN WITNESS WHEREOF, the City and the Developer have executed this Development Agreement the 10 day of November, 2006.

Witness

City of Auburn

By: _____
Its City Manager

Auburn Plaza Inc.

Witness

By: _____
Its President

Date: 11-10-06

State of Maine
Androscoggin County

Before me personally appeared Patricia A. Finnigan, to me known, who swore that the above was her true fact and deed.

Notary Public

My commission expires: 5/11/07

Credit Enhancement Agreement
Between the
City of Auburn
and
Auburn Plaza, Inc., George Schott and Nobility LLC

This **Credit Enhancement Agreement** dated as of October 30, 2006 between the **City of Auburn, Maine** (the "City"), a municipal body corporate and politic and a political subdivision of the State, and **Auburn Plaza, Inc., George Schott and Nobility LLC** (the "Developer").

WITNESSETH THAT:

Whereas, the City designated the Retail Development Municipal Development and Tax Increment Financing District #14 (the "District") pursuant to Chapter 207 of Title 30-A of the Maine Revised Statutes by action of the Auburn City Council on October 30, 2006 (the "Vote"), and pursuant to the same Vote adopted a Development Program and Financial Plan for the District (the "Development Program"), attached hereto as Appendix A; and

Whereas, the City submitted the Development Program to the Maine Department of Economic and Community Development for the Department's review and approval of the District and a Development Program; and

Whereas, the Development Program contemplates the execution and delivery of this Agreement by the City and the Developer; and

Whereas, the execution and delivery of this agreement by the City has been authorized and approved pursuant to a resolution and vote of the City Council on October 30, 2006; and

Whereas, the Department approved the District and the Development Program on October 30, 2006; and

Now therefore, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

Article 1
Definitions

Section 1.1. Definitions

The terms defined in this Article 1 shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

"Act" means Chapter 207 of Title 30-A of the Maine Revised Statutes and regulations adopted hereunder, as amended from time to time.

"Administrative expense(s)" means the costs incurred by the City in administering the Development Program and this Agreement.

"Agreement" means this Credit Enhancement Agreement between the City and the Developer dated as of the date set forth above.

"City" means the City of Auburn, Maine.

"Commissioner" means the Commissioner of the Department.

"Department" means the Department of Economic and Community Development of the State.

"Developer" means Auburn Plaza, Inc., George Schott and Nobility LLC, Maine Corporations, their successors and assigns.

"Developer's Share" means the percentage of tax increment returned to the Developer over the term of the Development Program.

"Development Program" means the Auburn Mall Revitalization, Municipal Development Tax Increment Financing Development Program, which was approved by the Department on October 30, 2006.

"Development Program Fund" means the development program fund described in the Financial Plan section of the Development Program and established and maintained pursuant to Article III hereof.

"District" means the Auburn Mall Revitalization Development Municipal Development and Tax Increment Financing District #14 more particularly described in the Development Program and to be designated by the City pursuant to Chapter 207 of Title 30-A of the Maine Revised Statutes, as amended, by vote at the City Council meeting.

"Effective Date" means the date hereof.

"Financial Plan" means a financial plan described in the "Financial Plan" section of the Development Program.

"Original Assessed Value" means $12,715,000.

"Project" means the construction of retailing and dining facilities together with related public and private improvements, all as described in the Development Program.

"Property" means all real property located within the District.

"Property Taxes" means any and all valorem property taxes assessed against the Property within the District by the City or on its been behalf.

"Qualified Investments" means any and all securities, obligations or accounts in which municipalities may invest their funds pursuant to 30-A MRSA subsections 5706 and 5712, as amended from time to time.

"Regulations" means the regulations enacted by the Department pursuant to the Act.

"Retained Tax Increment Revenue" means 100 percent of the Tax Increment retained by the City pursuant to the Development Program in accordance with the provisions of Article II hereof and the Development Program.

"State" means the State of Maine.

"Tax Increment" has the meaning set forth in 30-A M.R.S.A. subsection 5252 (9).

"Tax Increment Revenues" means the portion of all real property taxes assessed in any Tax Year by the City, in excess of any state, county or special district tax, upon the captured assessed value of property in the District.

"Tax Payment Date" means the date(s), as determined by the City from time to time, on which property taxes assessed by the City are due and payable without interest from owners of property located within the City.

"Tax Year" means the twelve-month period beginning July 1 and ending June 30 or any other tax year hereafter adopted by the City.

Section 1.2. Interpretation and Construction

In this Agreement unless the context otherwise requires:

a. The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of this Agreement.

b. Words importing a particular gender mean and include correlative words of every other gender and words importing a singular number mean and include the plural number and vice versa.

c. Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

d. Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to the copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

e. All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

f. If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof except as expressly provided in Section 3.5.

g. Any term used herein and in the Act or the Regulations and not defined herein shall have the meaning ascribed to such term in the Act or the Regulations.

Article II
Development Program Fund and Funding Requirements

Section 2.1. Creation of Development Program Fund

Within thirty (30) days after the Effective Date, the City shall create and establish a segregated fund in the name of the City designated as the " Auburn Mall Revitalization Municipal Development and Tax Increment Financing District #14 Development Program Fund" or "Development Program Fund" pursuant to, and in accordance with the terms and conditions of, the Development Program and within the Development Program Fund will establish a segregated account for the benefit of the Developer Auburn Mall Revitalization Project Cost Account".

Section 2.2. Liens

Except as provided in this Agreement, the City shall not create any lien or encumbrance on, or create or transfer any other interest of any nature whatsoever in, nor shall it hypothecate, the Auburn Plaza, Inc. Auburn Mall Revitalization Project Cost Account or any funds therein or revenues resulting from investment of funds therein, other than the interest of the Developer hereunder; provided, however, nothing herein shall prohibit creation of real and personal property tax liens on the Developer's property in accordance with, and, entitled to the priority provided under, State law.

Section 2.3. Deposits into Development Program Fund

Starting with the 2006 -- 2007 tax year and for each of the next twenty years (until 2025 - 2026 tax year) there shall be deposited into the Development Program Fund contemporaneously with each payment of property tax by the Developer during the term of this Agreement an amount equal to 100% of the property tax payment constituting Tax Increment Revenues from within the District for the period to which the payment relates; provided, however that such deposits to the Development Program Fund shall be due and payable solely from such property tax payments. The City shall retain any and all revenues resulting from investment of moneys on deposit in the Development Program Fund and shall be reimbursed for the City's Administrative Expense in administering the Program and this Agreement, which sum shall not exceed $20,000 per year from the Development Program Fund out of the City's share. Contemporaneously with the deposit into the Development Program Fund, the City shall deposit into the Auburn Plaza, Inc. Auburn Mall Revitalization Project Cost Account, once the minimum new assessed value threshold has been reached ($5,000,000), an amount equal to the Developer's Share, provided that the aggregate amount paid under this agreement shall not exceed a total of $3.29 million, more or less based upon the stipulations found in the Auburn Mall Revitalization agreement, for the term of the Development Program within the District.

Section 2.4. Use of Monies in Development Program Fund

Monies deposited in the Development Program Fund, exclusive of investment earnings thereon, shall be used and applied exclusively to fund the City's payment obligation

described in Article III hereof. All investment earnings shall be for the benefit of the City and free of any interest of the Developer under this Agreement.

Section 2.5. Monies Held for Benefit of Developer

All monies actually paid into the Development Program Fund under the provisions hereof and the provisions of the Development Program and all investment earnings thereon shall be held by the City for the benefit of the Developer and the City as their interest may appear.

All monies actually paid into the Auburn Plaza, Inc. Auburn Mall Revitalization Project Cost Account under the provisions hereof and the provisions of the Development program shall be held by the City, in trust, for the benefit of the Developer.

Section 2.6. Investments

The monies in the Development Program Fund shall be invested and reinvested in Qualified Investments as determined by the City. The City shall have discretion regarding the investments of such monies, provided such monies are invested in Qualified Investments. As and when any amounts thus invested may be needed for disbursements, the City shall cause a sufficient amount of such investments to be sold or otherwise converted into cash to the credit of the Development Program Fund. The City shall have the sole and exclusive right to designate the investments to be sold and to otherwise direct the sale or conversion to cash of investments made with monies in the Development Program Fund. The City shall not be liable on account of its investment decisions as long as such decisions are made in accordance with this section.

Section 2.7. Administrative Expenses

Annually the City shall be reimbursed from the Development Program Fund, from the City share of the tax revenue, its administrative costs and administering the Program and this Agreement up to the maximum sum per year of $20,000. Such Administrative Expense shall not be paid from the Developer's Share.

Article III
Payment Obligations

Section 3.1. Developer payments

The Developer shall pay, when due, all amounts due pursuant to this Agreement. The City may withhold from any payment to be made by the City pursuant to this Agreement at any time any amount due from the Developer pursuant to this Agreement that is due and unpaid.

Section 3.2. Credit Enhancement Payments

Within thirty (30) days following the date of receipt of each tax payment with respect to property within the District by the City, the City shall pay to the Developer all amounts then on deposit in the Auburn Plaza, Inc Auburn Mall Revitalization Project Cost Account, exclusive of investment earnings, administrative expenses and any amounts

retained under the program for future economic development projects as enumerated in the Auburn Mall Revitalization Municipal Development and Tax Increment Financing District # 14 Development Program. Such payments shall be used to satisfy debt service on indebtedness incurred to finance qualified "Project Costs" incurred by the Developer as that term is defined under Chapter 207 of Title 30-A. of the Maine Revised Statutes and as described in the Development Program or used to pay directly, or reimburse Developer for payment of, such Project Costs. Said payments shall commence with respect to tax payments made in the 2006-2007 tax year when a threshold of $5,000,000 of new assessed valuation is added to the District and continue for the period described in Section 2.3 hereof.

If, with respect to any tax payment date, Developer fails to pay any portion of the Property Taxes assessed by the City, because of a valuation dispute or otherwise, the Property taxes actually paid by Developer with respect to such tax payment date shall, first, be applied to taxes due on account of Original Assessed Value and, second constitute Retained Tax Increment Revenues.

The Developer (and its successors and assigns, as owners of property in the District) shall pay to the City, when due, all Property Taxes and assessments with respect to property of the Developer in the City of Auburn. If such Property Taxes and assessments are not paid when due, the City may withhold and suspend all payments under this Agreement until such Property Taxes and assessments and all interest thereon and other costs relating thereto are paid in full. In addition, if the Developer institutes any tax abatement proceedings with respect to any Property in the district, the City may withhold and suspend all payments of the Developer's Share of the Tax Increment with respect to the items of Property subject to the abatement proceedings, and shall deposit the withheld amount into a separate interest-bearing escrow account. Upon final action and completion of such abatement proceedings, the proper amount (based on the results of the abatement proceedings plus an allocable share of the interest accrued thereon) held in escrow account shall be paid to the Developer.

Section 3.3. Failure to Make Payment

If the City should fail to, or be unable to, make any payment pursuant to this agreement, any such payments shall continue as a limited obligation of the City as provided in this Agreement. The Developer shall have the right to initiate and maintain an action to specifically enforce the City's obligation hereunder, including without limitation, the City's obligation to deposit Tax Increment Revenues to the Development Program Fund and thereafter to the Developer's Auburn Mall Revitalization Project Cost Account and its obligation to make payment to the Developer.

Section 3.4. Manner of Payments

The payments provided for in this Article III shall be paid directly to the Developer in the manner provided hereinabove for its own use and benefit. A City of Auburn check will be acceptable.

Section 3.5. Obligations Unconditional

Except as otherwise expressly provided in this Agreement, the obligations of the City to make the payments from the Development Program Fund described in this Agreement in accordance with the terms hereof shall be absolute and unconditional irrespective of any defense or any right of set off, recoupment or counterclaim it might otherwise have against the Developer. Except as otherwise expressly provided in this agreement, the City shall not suspend or discontinue any such payment or terminate this agreement for any cause, including without limitation, any act or circumstance that may constitute failure of consideration or frustration of purpose or any damage to our destruction of the Project or any change in the tax or other laws of the United States, the State or any political subdivision of either thereof, or any failure of the Developer to perform and observe any agreement or covenant, whether expressed or implied, or any duty, liability or obligation arising out of or connected with this Agreement. Notwithstanding the above, the City and the Developer each reserve the right to terminate this Agreement (except section 8.11 pertaining to indemnification) upon a final judgment by a court of competent jurisdiction that the Agreement or Development Program adopted in connection herewith is illegal or invalid. In such event, the termination shall be effective as of the date of such decision and neither party shall have any obligation or liability hereunder, under the Development Program or in respect of any of the transactions contemplated hereby, and shall be left in what ever positions, financial or otherwise, they may be in as of the date of termination. Such termination shall not, however, affect the Developer's obligation to defend and indemnify the City, which obligation shall survive any such termination.

Section 3.6. Limited Obligation

The City's obligation to make payment in accordance with this Agreement shall be a limited obligation of the City payable solely from the Development Program Fund, excluding any earnings thereon, pledged therefore under this Agreement. The City's obligation hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the City, the State, or any municipality or political subdivision thereof, but shall be payable solely from the Development Program Fund, excluding any earnings thereon. This Agreement shall not directly or indirectly or contingently obligate the City, the State, or any other municipality or political subdivision to levy or to pledge any form of taxation whatever therefore or to make any appropriation for payment due pursuant to this Agreement, except in the City's obligation to assess Property taxes upon the Project and the pledge of the Developer's Auburn Mall Revitalization Project Cost Account, excluding earnings thereon, established under this Agreement.

Article IV
Pledge and Security Interest

Section 4.1. Pledge of Auburn Mall Revitalization Project Cost Account

In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to the Developer by the

City, according to the terms and conditions contained herein, and subject to the City's right pursuant to this agreement, the City does hereby grant a security interest in and pledge the Developer the Auburn Mall Revitalization Project Cost Account and sums of money and other securities and investments therein, excluding earnings thereon.

Section 4.2. Protection of Interest

The City shall cooperate with the Developer in causing appropriate financing statements and continuation statements setting forth the Developers interest in the Auburn Mall Revitalization Project Cost Account to be duly filed and recorded in the appropriate State offices as required by and permitted under the provisions of the Uniform Commercial Code or other similar law as adopted by the State and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder. To the extent deemed necessary by the Developer, the City will at such time and from time to time as requested by Developer establish the Auburn Mall Revitalization Project Cost Account as a segregated fund under the control of an escrow agent, trustee or other fiduciary so as to perfect Developer's interest therein.

Section 4.3. Further Instruments

The City shall, upon the reasonable request of the Developer, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the City, materially disadvantage the City, or materially change this Agreement.

Section 4.4. No Disposition of Developer's Mall Area Project Cost Account

Except as permitted hereunder, the City shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Auburn Mall Revitalization Project Cost Account.

Section 4.5. Access to Books and Records

All books, records and documents in the possession of the City relating to the District, the Development Program, the Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Auburn Plaza, Inc. Auburn Mall Revitalization Project Cost Account shall at all reasonable times be open to inspection by the Developer, its agents and employees.

Article V
Defaults and Remedies

Section 5.1. Events of Default

Each of the following events shall constitute and be referred to in this Agreement as an "Event of Default":

a. Any failure by the City to pay any amount from the Auburn Plaza, Inc. Auburn Mall

Revitalization Project Cost Account to the Developer when the same shall become due and payable;

b. Any failure by the City to make deposits of Tax Increment Revenues into the Development Program Fund as and when due;

c. Any failure by the City to make deposits into Auburn Plaza, Inc. Auburn Mall Revitalization Project Cost Account as and when due;

d. Any failure by a party hereto to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the party to be observed or performed; and

e. If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises for the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, both for the winding up or liquidation of a party's affairs shall have been entered against the party or the party shall have consented to the appointment of a conservator or receiver or liquidator and any such proceedings of or relating to the party or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the party or the failure by the party to have a petition in bankruptcy dismissed within a period of 90 consecutive days following its filing or in the event and order for release has been entered under the Bankruptcy Code with respect to the party.

Section 5.2. Remedies on Default

Whenever any Event of Default referred to in section 5.1 hereof shall have occurred and be continuing for a period of fifteen (15) days after a party's receipt from the other party of written notice of an Event of Default by the party, the other party may (a) specifically enforce the performance or observance of any obligations, agreement or covenants of the defaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder or (b) suspend its performance under this Agreement for so long as the Event of Default continues or remains uncured.

Section 5.3. Remedies Cumulative

No remedy herein conferred upon or reserved to a party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to the remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Event of Default, to insist upon the strict performance of any covenant or Agreement herein set forth or to exercise any right or remedy upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the rights to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the party with all of the covenants and conditions hereof, or of the rights to exercise any such right or remedy, if such Events of Default be continued or repeated.

Section 5.4. Waiver of Governmental Immunity

To the extent allowed by law, the City hereby waives its governmental immunity (but not any tort immunity) with respect to any action or suit undertaken by Developer, its successors or assigns, arising out of, resulting from or involving any alleged default by the City hereunder or failure by the City to observe or perform any of its obligations hereunder, it being understood and agreed that such waiver is a material inducement to the Developer entering into this Agreement and continuing its pursuit of the Project. The parties agree that in the event of any dispute or disagreement hereunder the City shall continue to make payment of all amounts due hereunder in the manner and at the times specified herein until final resolution of such dispute, whether by mutual agreement or final decision of a court, arbitrator or otherwise dispute resolution mechanism. Except as expressly provided in this Agreement, the City hereby waives any right to withhold, suspend or setoff payments during the pendency of any such dispute. Provided, however, that nothing herein shall be deemed a waiver to the City's tort immunity. The City agrees that it will not in any manner challenge or contest the validity of this Agreement, the Development Plan or the proceedings for the adoption and approval of the same.

Section 5.5. Tax Laws

The parties acknowledge that all laws of the state now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the City, by entering into this Agreement, is not excusing any nonpayment of taxes by Developer. Without limiting the foregoing, the City and the Developer shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on Developer's property.

Article VI
Effective Date, Term and Termination

Section 6.1. Effective Date and Term

This agreement shall remain in full force from the Effective Date and shall expire October 30, 2026 or upon the Developer receiving payments that in the aggregate have reached the upset limit as described in the Auburn Mall Revitalization Development Agreement, upon the payment of all amounts due to the Developer hereunder and the performance of all obligations on the part of the City hereunder unless sooner terminated pursuant to Section 3.5, this Section 6.1, Section 8.3 or any other applicable provision of this Agreement. Thereafter, all property within the district shall be taxable by the City to the extent provided by law.

Section 6.2. Cancellation and Expiration of Term

At the termination or other expiration of this Agreement and following full payment of all amounts due and owing to the Developer hereunder or provision for payment thereof, the City and the Developer shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

Article VII
Assignment and Pledge of Developer's Interest

Section 7.1. Consent to Pledge and/or Assignment

The City hereby acknowledges that it is the intent of the Developer to pledge and assign its right, title and interest in, to and under this Agreement as collateral for financing for the project, although no obligation is hereby imposed on the Developer to make such assignment or pledge. Recognizing this intention, the City does hereby consent and agree to the pledge and assignment of all the developers right, title and interest in, to and under this Agreement and in and to the payments to be made to Developer hereunder, to third parties as collateral or security for indebtedness, on one or more occasions during the term hereof.

Section 7.2. Pledge, Assignment or Security Interest

Subject to the limitations set forth in Section 3.3, City agrees to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the protective pledgee or assignee, including without limitation recognition of the pledgee or assignee as the holder of all right, title and interest herein (to the extent provided by the Act) and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such pledgee or assignee the position of such assignee or pledgee and binding nature of this Agreement and provide to the pledgee or assignee such rights and/or remedies as the Developer under this Agreement for the establishing, protection and protection of its interest herein.

Section 7.3. Assignment

The Developer shall have the unrestricted right to transfer and assign all or any portion of its rights in, to and under this Agreement, at any time, and from time to time, as Developer may, in its sole discretion, deem appropriate, provided that the Developer is not in default of this Agreement at the time of such assignment. An assignment to a party which is not an affiliate of the Developer may be made only with the consent of the City, which consent will not unreasonably be withheld.

Article VIII
Miscellaneous

Section 8.1. Successors

In the event of the dissolution of the City or the Developer or any sale or other transfer of all or substantially all of the Project, the covenants, stipulations, promises and Agreement set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

Section 8.2. Parties in Interest

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City and the Developer any right, remedy or claim under or by reason of this Agreement, it being intended that this agreement shall be for the sole and exclusive benefit of the City and the Developer.

Section 8.3. Non-Severability

In case any one or more of the material provisions of this agreement shall, for any reason, be held to be illegal or invalid, then this Agreement (except Section 8.11 pertaining to indemnification) may, at the option of either party, be terminated as of the date on which such holding becomes final. To exercise such option, the terminating party shall send written notice of termination to the other party within sixty (60) days after the date on which such holding becomes final.

Section 8.4. No Personal Liability of Officials of the City

No covenant, stipulation, obligation or agreement of the City contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the City in his or her individual capacity and neither any member of the City Council, the City Manager or the Assessor of the City, nor any registered voter of the City nor any official, officer, employee or agent of the City shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5. Counterparts

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.6. Governing Law

The laws of the State shall govern the construction and enforcement of this agreement in all respects.

Section 8.7. Notices

All notices, certificates, requests, requisitions or other communications by the City or the Developer pursuant to this Agreement shall be in writing and shall be sufficiently given and shall deemed given when mailed by first-class mail, postage prepaid, addressed as follows:

If to the City:

City Manager
60 Court St – Suite 243
Auburn, ME 04210

With a copy to:

James Saffian, Esq
Pierce Atwood
One Monument Square
Portland, ME 04101

If to the Developer:

George Shott
550 Center St
Auburn, ME 04210

With a copy to:

Gregory Mitchell
Eaton Peabody Consulting Group
77 Sewall Street Suite 3000
Augusta, Maine 04330-3000

Either of the parties may, by written notice given to the other, designate any different address to its subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.8. Amendments

Neither this Agreement nor the Development Program may be amended without the express written consent of the parties hereto.

Section 8.9. Integration

This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the City and the Developer relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

Section 8.10. Authority of the City

The Developer and the City waive any right to which either may have to contest, and shall not take any action to challenge, the other's authority to enter into, perform or enforce the Agreement or to carry out the Development Program or the validity or enforceability of this Agreement, the District or the Development Program. The City and the Developer shall each utilize their respective best efforts to uphold the District, the Development Program, this Agreement and the City's authority to enter into this Agreement and the validity and enforceability of the District, the Development Program and this Agreement, including without limitation opposing, to the extent permitted by law, any litigation or proceeding challenging such authority, validity or enforceability.

Section 8.11. Indemnification

Developer shall at its own expense defend, indemnify, and hold harmless the City, its officers, agents, and employees from and against any and all liability, claims, damages,

penalties, losses, expenses, or judgments relating in any manner to the District, the Project, the Development Program or this Agreement or arising from injury or death to any person or property damage sustained by anyone in and about the District or the Project or as a result of activities or services at the Project, resulting from any negligent act or omission of Developer, its officers, agents, servants, employees, or persons in privity with Developer, except to the extent that such injury, death, or property damage results from any negligent act or omission of the City, its officers, agents, employees or servants. Developer shall, at its own cost and expense, defend any and all suits or actions, just or unjust which may be brought against City upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. In cases in which the City is a party, the City shall have the right to participate at its own discretion and at its own expense and no such suit or action shall be settled without prior written consent of the City.

Without limiting the foregoing, the Developer agrees to reimburse any expenses incurred by the City in connection with this Agreement, the Project, the Development Program or any other instrument executed and delivered by the City in connection with this Agreement or the Development Program.

Notwithstanding any other provisions of this Agreement, this section shall survive any termination of this agreement.

The foregoing indemnification shall not apply to any action brought by the Developer to enforce this Agreement or to realize the benefit of this Agreement.

Section 8.12. Net Agreement

This Agreement shall be deemed and construed to be a "net agreement," and the City shall pay absolutely net during the term hereof all payments required hereunder, free of any deductions, and without abatement, deductions or setoffs; provided, it is understood that the City's payment obligations are to be satisfied solely from Retained Tax Increment Revenues actually paid in by the Developer and received by the City, and earnings thereon.

Section 8.13. Benefit of Assignees or Pledgees

The City agrees that this Agreement is executed in part to induce assignees or pledgees to provide financing for the Project and accordingly all covenants and agreements on the part of the City as to the amounts payable hereunder are hereby declared to be for the benefit of any such assignee or pledgee from time to time of the Developer's right, title and interest herein.

INWITNESS WHEREOF, the City of Auburn and the Developer have executed this Agreement this 10 day of November, 2006

City of Auburn

Witness

By: Its City Manager

Auburn Plaza Inc.

Witness

By: _____
Its President

Date: 11-10-06

State of Maine
Androscoggin County

Before me personally appeared Patricia A. Finnigan, to me known, who swore that the above was her true fact and deed.

Notary Public

My commission expires 2/11/07

City of Auburn, Maine

"Maine's City of Opportunity"

Office of Economic Development

To: Clinton Deschene, City Manager
From: Roland G. Miller, Director
Department of Community and Economic Development
Joshua MacDonald, General Manager Norway Savings Bank Arena
Subject: Answers to Questions
Date: November 26, 2013

This memorandum has been prepared to provide information addressing points of concern regarding a series of actions, on the financial arrangements for the Norway Savings Bank Arena (the Arena), contemplated for the meeting of the City Council scheduled for December 2, 2013.

Taxes

In that the Arena is privately owned it is taxable. The land upon which the arena is located was gifted to the City of Auburn on December 30, 2012. Therefore, on April 1, 2013, this parcel was declared to be tax exempt. No tax revenue flowed from this parcel in support of the cost of general government for FY 2014 (July 1, 2013 -- June 30, 2014). Now that the Arena has been built on this property, the land under the footprint of the building becomes taxable while the remainder of the land is tax exempt. For the purpose of helping the banks appraiser arrive at an appropriate value for the Landlord's permanent financing, the City's Tax Assessor has completed a review of the building and determined the level of valuation subject to taxation. This valuation will not be committed until April 1, 2014, for FY 2015.

The lease/purchase agreement stipulates how the tax obligation on this property is to be paid. As long as the City continues to lease the facility the relationship between the Landlord and Tenant is that the tenant is responsible for taxes, insurance and all costs of maintaining the building including utility payments. The language governing this relationship is found on page 6 (5. Taxes.). In the absence of an adjustment, this would require the inclusion of an expense obligation regarding taxes on the arenas pro forma, profit and loss statement and any other financial reporting requirement.

However, adjustment language to this relationship is found in the second sentence of the referenced paragraph. This stipulates that if the City of Auburn creates a Tax Increment Financing (TIF) district that reduces the landlords net out-of-pocket tax expenses that only "...the non-reimbursable portion of any real estate taxes remaining to be paid by Landlord" is passed through to the tenant. Therefore, if TIF #18 is enacted, the Landlord will be required to pay the taxes and float that expense until the time the City reimburses (under the stipulations of a Credit Enhancement Agreement (CEA)) the Landlord for that expense.

The impact of this arrangement is to lessen the carrying costs for the Tenant if TIF #18 is enacted. Any enhanced profits that result from this arrangement go directly to the Enterprise Fund in support of the continued operations in upkeep of the Arena.

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General Fund Impacts

Question: Does any reduction in tax revenues impact resources for general fund expenses?

The answer to that question is yes, but this project does not result in any reduction to the current level of tax revenues derived from this property because in FY 2014, no tax revenue came from this property.

Question: Does any general fund expenses, such as extra police services or extra plowing for the dual sheet arena, support of this facility?

Police services for the Arena are contracted as part of the expenses of the enterprise account and are billed accordingly to the Arena. Any Police coverage for special events and hockey games being played at the facility, shall -bill the Renter as part of the use agreement between the Renter and the facility (high schools, concert promoters, event coordinators). As part of the rental agreement with participants and renters of the facility, they agree, under the Police Staffing levels as deemed appropriate through the facilities agreement with Auburn Police Department to be billed for this coverage. Auburn Police Department shall serve as the main point of contract for security and safety at the Arena during these events. If concert promoters or event coordinators, as part of a use agreement determine that offsite security services shall be obtained for ticketing, and security, they shall continue to work with Auburn PD for the appropriate level of coverage based upon a facility and event use plan.

Plowing for the Arena parking areas and surrounding streets and access roads has been addressed through an agreement with the Department of Public Services (Public Works). Late night plowing and snow removal shall be the duty of Public Services third shift. The Arena shall be responsible for the clearing of all walkways and sidewalks, entry doors and points of egress during hours of operation. During day time hours, Facilities Management has agreed to post a municipal employee on call (who is certified in operating the equipment) and the Arena shall be billed the overtime rate for the staff members time and fuel necessary to complete the tasks of plowing. The maintenance supervisor of the arena also holds an appropriate class driving license (shall be appropriately trained) and if necessary could perform the duties as necessary. Public Services shall station the appropriate equipment on site necessary to complete the plowing operation. The Arena has agreed to purchase the necessary accessories (12 foot pusher plow) for use by Public Services to complete this task.

Question: Does any reduction of expenses for the dual sheet arena improve the financial statement of the enterprise account and create a financial position more attractive to potential business buyers?

Any reduction to the expenses for the operation of the Arena will improve the flow of funds to the enterprise account. All the records of the operation of this facility are public. The lease/purchase agreement makes this facility available to the City of Auburn for 30 years. Any potential buyer will have no problem in getting access to and reviewing all public documents that relate to the financial management and performance of this facility. Therefore, profit/loss realized by the tenant is easily analyzed and will not matter to a potential buyer.

CITY OF AUBURN, MAINE

AUBURN MUNICIPAL TAX INCREMENT FINANCING DISTRICT #18

DEVELOPMENT PROGRAM

DECEMBER 2, 2013

Prepared by:
Jill Cunningham, Economic Development Assistant
Roland Miller, Community & Economic Dev. Director

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ARTICLE 1: DEVELOPMENT PROGRAM NARRATIVE

Section 1.01. Introduction

a. General Description of the District.

The City of Auburn desires to attract and retain quality jobs and commercial development, to create and maintain a healthy tax base, to improve the economy of the City and the State of Maine and to provide for construction of new public infrastructure and improvements to facilitate economic development. In order to fulfill these goals, the following property is being designated as the Auburn Municipal Development and Tax Increment Financing District #18: An area consisting of approximately 8.53 acres, being Map 290 Lot 010-1 of the City of Auburn Tax Map.

The property is located off of Turner St and Kings Way and has been preliminarily designated as the Auburn Municipal Development and Tax Increment Financing District #18 (the "District") by the City of Auburn, Maine (the "City"). The Property consists of Auburn Tax Map No. 290, Lot 010-1 owned by Auburn Plaza, Inc. A plan depicting the District is attached as **Exhibit** A. The Development Program described herein is proposed for the purpose of administering the District as a municipal development and tax increment financing district pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended (the "Development Program"). Upon resolution of the Auburn City Council designating the District and adopting this Development Program, the designation of the District and adoption of the Development Program will immediately become final subject only to approval by the Commissioner of the Maine Department of Economic and Community Development ("DECD").

The purpose of the District is to assist Auburn Plaza, Inc. ("the Developer") with the development of the property within the District within the City as hereinafter identified.

b. The Developer Project.

As described above, the District is to assist the Developer with the development of a complex Commercial facility (the "Project").

For the purposes of this Development Program and for purposes of calculating captured assessed value, new investment associated with the project only by the Developer after April 1, 2013, at its complex in Auburn, shall be deemed to be in the District on April 1st of each subsequent year.

During the term of the Development Program the City will capture the increase in the assessed value from the real property only in the District. See Table 1 for the years and captured value, also showing the percentage released from the revenues in the District to the City's general fund (FY 2014 – FY 2034). The City will allocate 100% of the CAV revenues to the Auburn Plaza, Inc. pursuant to a Credit Enhancement Agreement between the City and the Company (the "Credit Enhancement Agreement")

Table 1

Years	Captured Assessed Value
1 - 5	100%
6-10	75%
11-15	50%
16-20	25%

c. Public Improvements

There are no Public Improvements with this project.

Section 1.02. Statement of Means and Objectives

a. Development District

The Project provides an investment in the Developer's future, increasing capacity to capture a greater market share in the delivery of specialty services and top-quality products. The Developer plans to undertake the project in order to solidify the draw of many potential customers to the Auburn Mall Neighborhood and thereby change the value of the surrounding developments. The Developer's investment will create additional tax base within the City, help retain employment within the region and will ensure a long-term success of the Developer.

See Section 1.05. Uses of Private Property for a more detailed description of the project.

In summary, the District is intended to promote economic development and expand the tax base of the City for the benefit of the citizens of the City and to assist the Developer in the construction of the facility. The City recognizes that the Developer competes in an increasingly competitive market. The City's assistance provided through the Development Program is intended to help the Developer to become more cost competitive and to modernize its operations. To the extent the City can assist the Developer in its objective of keeping the Developer's facility cost competitive, the following public benefits results:

a. Increased property tax base;
b. Creation of an environment that will encourage future investment by the Developer at its Auburn facility;
c. Indirect retained employment;
d. Indirect expand employment;
e. Increase in flow of revenues to the state and local area.

Section 1.03 Brief Discussion of Financial Plan

The financial plan for the District is set forth in greater detail in Article II below. The following is a brief summary of the plan. The total anticipated developer investment in the District is approximately $8,500,000. Construction of the Project began in spring of 2013 with anticipated completion of construction of the Project to occur on or about December 1, 2013. The Developer is requesting that the City assist with the Project by (i) capturing a structured percentage (See Table 1 above) of the increase in assessed value for the real property in the District and (ii) entering into the Credit Enhancement Agreement with the Developer thereby allocating revenues from the CAV. After the first 5 years, residual tax revenue from the project will go to the City's general fund. The Development Program will remain in effect for a period of twenty (20) years. The revenues allocated to the Developer will be used to satisfy debt obligations for the Project.

Section 1.04. Description of Public Facilities to be Constructed

There are no public facilities to be constructed with this project.

Section 1.05. Uses of Private Property

The first phase of the Project involves the construction by the Developer of a commercial facility at an approximate cost of $8,500,000 within the District. The construction of the facility will be supervised by the Developer and will be subject to all required state and local approvals. All improvements related to the Project will be located in the District. The actual and proposed use of the District is in keeping with current zoning requirements, in which the District is located. The City's Planning Board has reviewed and approved the full multi-phased development of the land within the District.

Section 1.06. Relocation of Displaced Persons

The creation of this district will not require the relocation of any displaced persons.

Section 1.07. Proposed Regulations and Facilities to Improve Transportation

Existing transportation facilities are adequate to accommodate the Project.

Section 1.08. Environmental Controls

The improvements contemplated by the improvement program will comply with all requirements of the City's ordinances, including its Zoning Ordinance. No further zoning permits, licenses or other local approvals is anticipated to be necessary in connection with the improvements.

The Developer will take all steps required by the Maine Department of Environmental Protection ("DEP") in order to ensure that the acquisition, installation, construction and operation of the improvements complies with all state environmental rules and regulations. All air emission, wastes water discharge or other licenses required in connection with the Project either have been, or will be, applied for an obtained by the Developer as required by applicable law, rule and regulation.

Section 1.09. Plan of Operation Upon Completion

The improvements in the District will at all times be owned by the Developer, its successors or assigns, which will be responsible for payment of all maintenance expenses, insurance and taxes on said improvements. During the life of the District, the City Manager or the Manager's designee will be responsible for all administrative matters concerning the implementation and operation of the District. The Developer shall be solely responsible for implementation of the Project in the District.

Section 1.10. Program Duration

The duration of the District will begin on the designation of the District by the City of Auburn and the effective date of its approval by the Commissioner of the Maine Department of Economic and Community Development and run for twenty (20) years, starting with the date of commissioner approval.

ARTICLE II: FINANCIAL PLAN

Section 2.01. General Characteristics

The proposed tax increment financing district will encompass approximately 8.53 acres of taxable real property formally within Municipal Tax Increment Financing District #14, with a total value of land and buildings as of April 1, 2013, in the amount of approximately $1,564,100.00.

This Development Program requires the establishment of a Development Program Fund consisting of Project Cost Account pledged to and charged with payment of obligations specified within the Credit Enhancement Agreement.

Section 2.02. Cost Estimated for Development Program

Estimated cost of the Developer's Project under the Development Program is approximately $8,500,000.

Section 2.03. Indebtedness

None of the costs of the Project will be financed through issuance of any municipal indebtedness. If the Developer incurs indebtedness with respect to the Project, revenues in the Auburn Plaza, Inc Project Cost Account of the Development Program Fund established hereunder, which shall consist of the Developer's allowable share of tax increment revenues on the captured assessed value of the District.

Section 2.04. Sources of Anticipated Revenues

The source of anticipated revenues generated by the District and to be used to pay the Developer under the Credit Enhancement Agreement are new tax revenues on captured assessed value for the real property, which will be deposited as received into the Auburn Plaza, Inc. Project Cost Account of the District's Development Program Fund, and earnings on such amounts. The Developer will be responsible for making all arrangements for payments with respect to all additional monies needed to fund the Project.

The total projected tax increment and the City share are shown on Exhibit D.

Note: Estimated Tax Rate of 0.02043(FY 2014) is assumed to increase by 0.0005 per year.

A summary of financial and statistical information relating to the District's satisfaction of certain conditions imposed under Chapter 206 of Title 30-A of the Maine Revised Statutes, is set forth in Exhibit B.

Attached hereto as Exhibit C is a certification of original assessed value executed by the City Assessor of the City of Auburn in accordance with the requirements of 30-A MRSA §5254(2) certifying that the original assessed value of the District as of April 1, 2013 was $1,564,100.

Section 2.05. Estimated Impact of Financing upon Taxing Jurisdiction

In accordance with Maine statutes governing the establishment of municipal tax increment financing districts, the table set forth below identifies estimated tax shifts that will result during the term of the District from the establishment of the District, using formulas reviewed by the Department of Economic and Community Development. See Exhibit D.

Section 2.06. Duration of the Development Program

The duration of the District will begin on the designation of the District by the Auburn City Council and the effective date of its approval by the Commissioner of the Maine Department of Economic and Community Development (the original assessed value is based on the valuation as of April 1, 2013) with the first payment during the 2013-2014 fiscal year and ending in twenty years.

ARTICLE III. PHYSICAL DESCRIPTION

Section 3.01. Description of the District

The District consists of a parcel of land that totals 8.53 acres.

The District is delineated on Exhibit A hereto.

Section 3.02. Site location map

Set forth on Exhibit A is a tax map of the City reflecting the approximate location of the District within the City.

ARTICLE IV: MUNICIPAL APPROVALS

Section 4.01. Public Hearing

Attached hereto as Exhibit E is a copy of the Notice a Public Hearing held in accordance with the requirements of 30-A MRSA §5253. The Notice was published in the Lewiston Sun Journal, a newspaper of general circulation in Auburn on November 20, 2013 a day at least en (10) days prior to the public hearing. A public hearing was held at the City Council meeting on December 2, 2013.

Section 4.02. Authorizing Votes

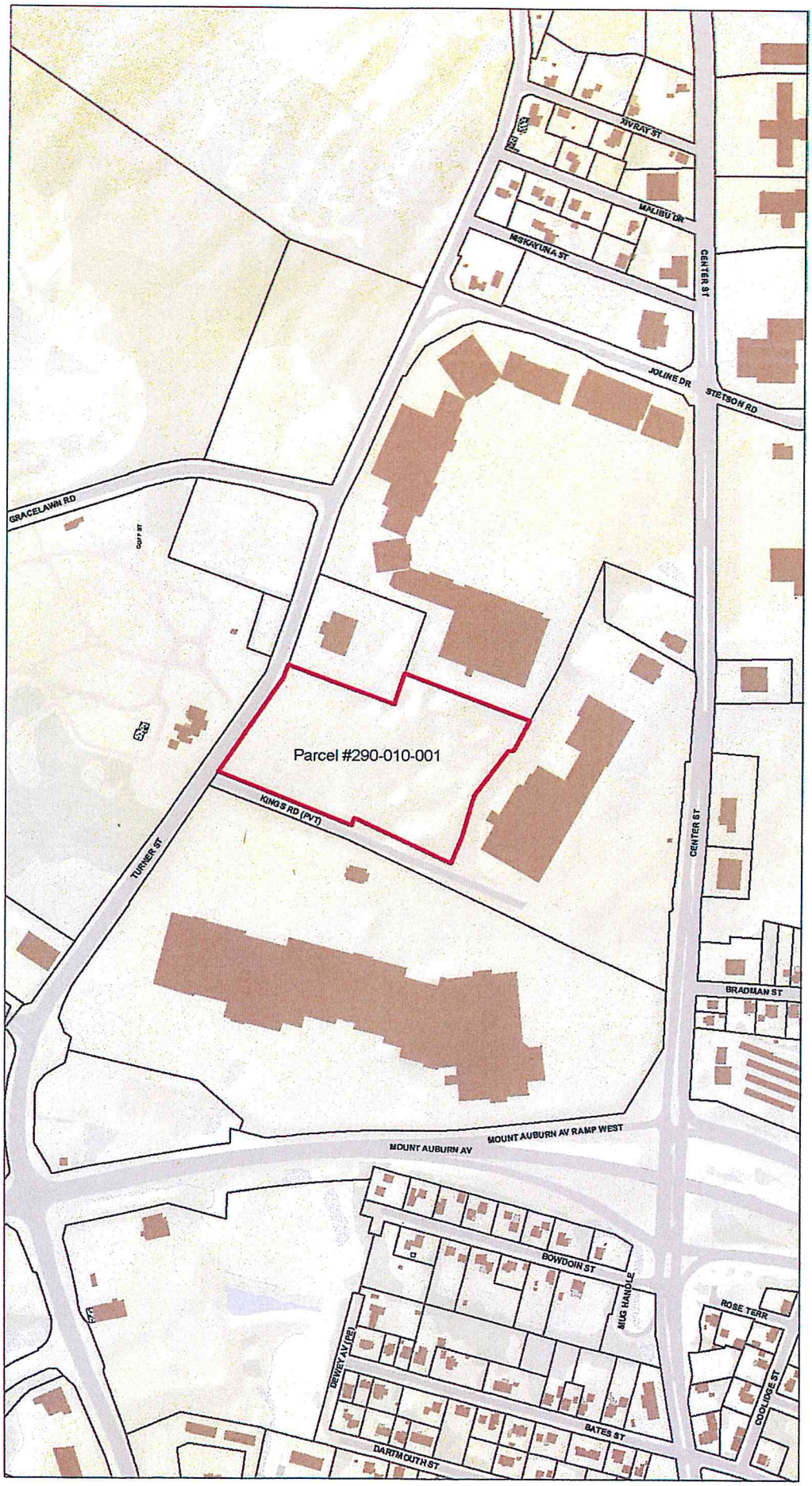
Attached as Exhibit F are copies of the votes by the City Council of the City of Auburn meeting thereof duly called and held on December 2, 2013 approving the designation of the District and adoption of this Development Program.

ARTICLE V: AGREEMENT REGARDING VALUATION ISSUES

Section 5.01. Valuation Issues

There are certain assumptions regarding valuation and depreciation of assets, which underlie the analysis set forth in this Development Program. The City and the Developer both covenant and agree that the assumptions, analysis and result set forth in this Development Program shall in no way prejudice the rights of either party or be used, in anyway, by either party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of the property within the District.

TIF #18



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City of Auburn

60 Court St
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www.auburnmaine.gov

TIF #18

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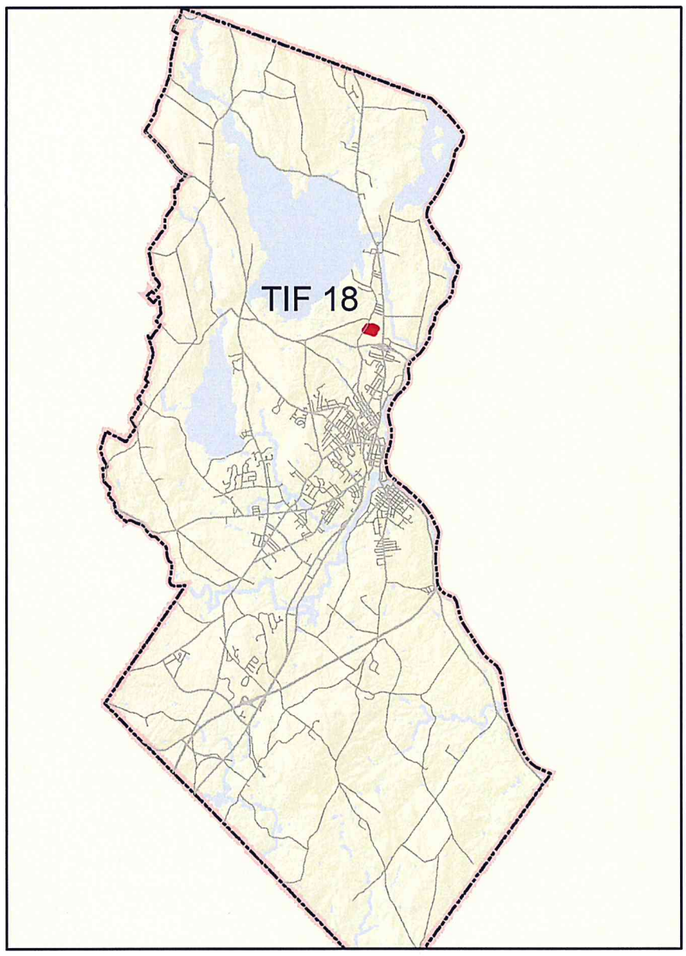
The data used in these applications were derived from Auburn's digital databases. While every effort has been made to ensure that these data are accurate and reliable, the City of Auburn cannot accept any responsibility for any errors, omissions, or positional accuracy, and therefore, there are no warranties which accompany this product. Users of the information displayed on this map are strongly cautioned to verify all information before making any decisions.



City of Auburn

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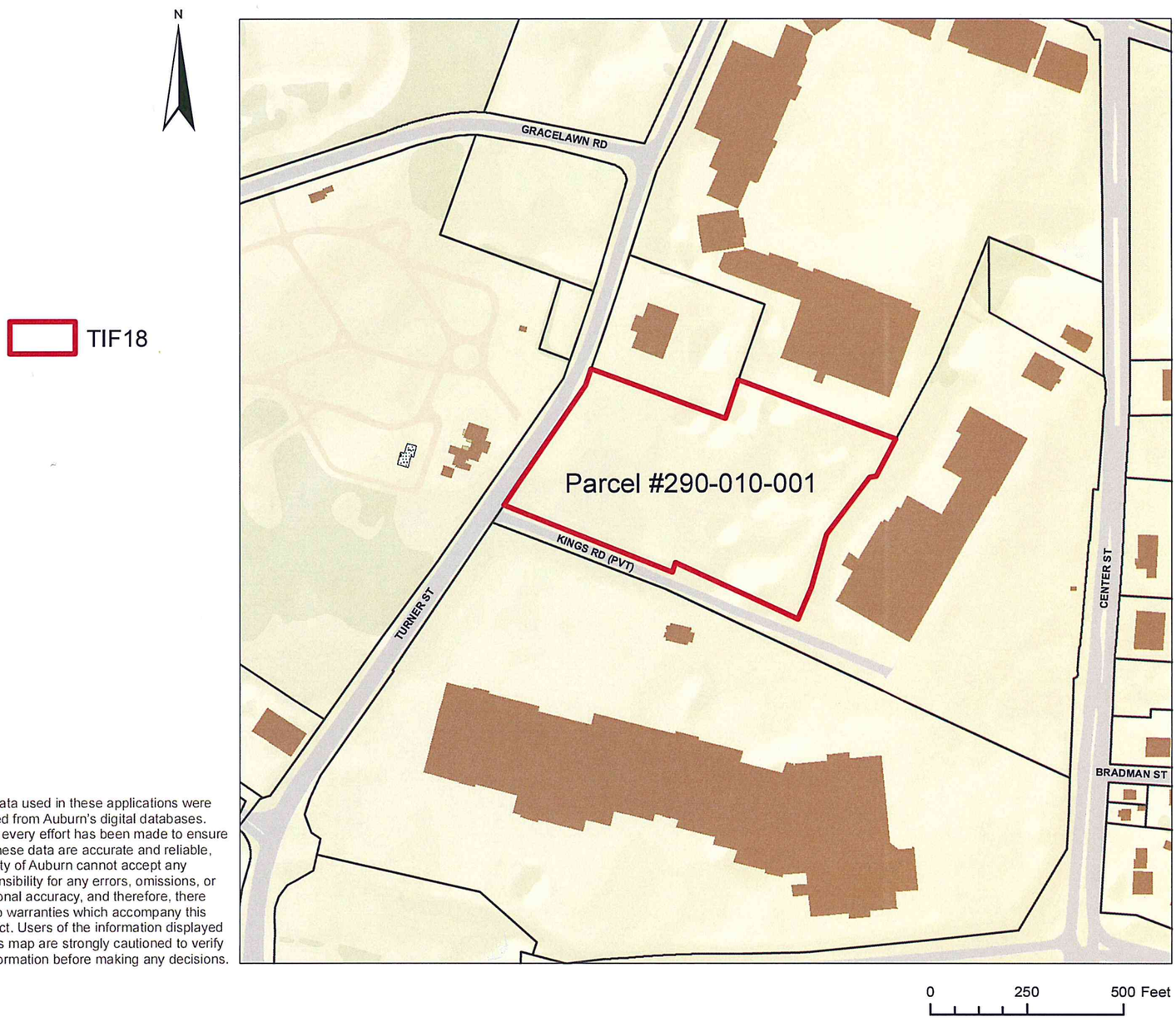
TIF #18



The data used in these applications were derived from Auburn's digital databases. While every effort has been made to ensure that these data are accurate and reliable, the City of Auburn cannot accept any responsibility for any errors, omissions, or positional accuracy, and therefore, there are no warranties which accompany this product. Users of the information displayed on this map are strongly cautioned to verify all information before making any decisions.

STATUTORY REQUIREMENTS & THRESHOLDS

A. ACRE LIMITATION

1. Total Acreage of Municipality	41,430
2. Total Acreage of Proposed Municipal TIF District	8.53
3. Total **Downtown** acres contained in the Proposed Municipal TIF District	0
4. Total **Transit** acres contained in the Proposed Municipal TIF District	0
5. Total acreage of Proposed Municipal TIF District counted towards 2% cap (A2-A3-A4)	8.53
6. Percentage of total acreage in proposed municipal TIF District (cannot exceed 2%) Divide A5 by A1	.02%
7. Total acreage of all existing and proposed municipal TIF districts in the municipality. Add A2 to sum of all existing TIF district acreage.	607.50
8. Total acreage of an existing or Proposed **Downtown** TIF District in the municipality.	211
9. Total acreage of all existing **Pine Tree Development Zone** TIF Districts in the municipality.	0
10. Total acreage of all existing or Proposed **Transit** TIF Districts in the municipality.	0
11. Total acreage of all existing and Proposed Municipal TIF Districts in the municipality counted toward 5% cap. Subtract A8+A9+A10 from A7.	396.50
12. Percentage of total acreage in all existing and proposed Municipal TIF Districts (cannot exceed 5%) Divide A11 by A1.	.96%
13. Total Acreage of all real property in the Proposed Municipal TIF District that is:	

(Note: a, b, or c must be at least 25%)		Acres	%
a. Blighted	(Divide acres by	0	0
b. In need of rehabilitation/conservation	(Divide acres by	0	0
c. Suitable for industrial/commercial site	(Divide acres by	8.53	100
	TOTAL		

B. VALUATION LIMITATION

1. Total Aggregate Value of Municipality (TAV) *Use most recent April 1st*	$2,005,721,383
2. Original Assessed Value (OAV) of Proposed Municipal TIF District. *Use March 31st of tax year preceding date of municipal designation*	$1,564,100
3. Total OAV of all existing and Proposed Municipal TIF Districts in the municipality. *Add b2 to sum of all existing TIF district OAVs*	$78,163,100
4. OAV of an existing or proposed **Downtown** TIF District in the municipality.	$52,364,600
5. OAV of all existing **Pine Tree Development Zone** TIF Districts in the municipality.	0
6. OAV of all existing or Proposed **Transit** TIF Districts in the municipality.	0
7. Total OAV of all existing and Proposed Municipal TIF Districts in the municipality counted toward 5% cap *Subtract B4+B5+B6 from B3*	$25,798,500
8. Percentage of total OAV to TAV in all existing and Proposed Municipal TIF Districts (cannot exceed 5%) *Divide B7 by B1*	1.29%

Updated 01/20/2011

AUBURN MUNICIPAL DEVELOPMENT AND TAX
INCREMENT FINANCING DISTRICT #18
DEVELOPMENT PROGRAM

EXHIBIT C

CERTIFICATE OF CITY ASSESSOR
CITY OF AUBURN, MAINE

The undersigned City Assessor for the City of Auburn, Maine, does hereby certify pursuant to the provisions of 30-A M.R.S.A. § 5227 and 123-d P.S. LD1892 that the original assessed value of the taxable real property of Auburn's Municipal Development and Tax Increment Financing District #18, as described in the development program was $1,564,100 as of April 1, 2013(March 31, 2014). A list of all parcels in the district by Auburn Tax Map number is below, which shows each individual parcel's value as of April 1, 2013.

ID#	Street Address	Acreage	Company	4/1/2013 Value
290-010-1	985 Turner St	8.53	Auburn Plaza, Inc	$ 1,564,100
		8.53		$ 1,564,100

IN WITNESS HEREOF, this certificate has been executed this 26th day of November, 2013.

CITY OF AUBURN, MAINE
CITY ASSESSOR:

_____

Print Name: _____

City of Auburn
Auburn Municipal
Tax Increment Financing
District #18

Inputs	
FY14 Valuation Admendment	$ 1,564,100
Yearly Escalator	.5 mils/FY13-32
Term	20 years

Exhibit D

					Developer		City	
Year	Original Assessed Value	Developer New Investment	Projected Mill Rate	Gross Projected New Taxes	% Allocated of TIF Revenues to Developer	Developer Allocation (CEA)	% Allocated of TIF Revenues	General Fund
FY15	$ 1,564,100.00	$ 8,500,000	0.0209	$ 166,098.39	100%	$ 166,098.39	0%	$ -
FY16	$ 1,564,100.00	$ 8,500,000	0.0214	$ 170,066.34	100%	$ 170,066.34	0%	$ -
FY17	$ 1,564,100.00	$ 8,500,000	0.0219	$ 174,034.29	100%	$ 174,034.29	0%	$ -
FY18	$ 1,564,100.00	$ 8,500,000	0.0224	$ 178,002.24	100%	$ 178,002.24	0%	$ -
FY19	$ 1,564,100.00	$ 8,500,000	0.0229	$ 181,970.19	100%	$ 181,970.19	0%	$ -
FY20	$ 1,564,100.00	$ 8,500,000	0.0234	$ 185,938.14	75%	$ 139,453.60	25%	$ 46,484.53
FY21	$ 1,564,100.00	$ 8,500,000	0.0239	$ 189,906.09	75%	$ 142,429.57	25%	$ 47,476.52
FY22	$ 1,564,100.00	$ 8,500,000	0.0244	$ 193,874.04	75%	$ 145,405.53	25%	$ 48,468.51
FY23	$ 1,564,100.00	$ 8,500,000	0.0249	$ 197,841.99	75%	$ 148,381.49	25%	$ 49,460.50
FY24	$ 1,564,100.00	$ 8,500,000	0.0254	$ 201,809.94	75%	$ 151,357.45	25%	$ 50,452.48
FY25	$ 1,564,100.00	$ 8,500,000	0.0259	$ 205,777.89	50%	$ 102,888.94	50%	$ 102,888.94
FY26	$ 1,564,100.00	$ 8,500,000	0.0264	$ 209,745.84	50%	$ 104,872.92	50%	$ 104,872.92
FY27	$ 1,564,100.00	$ 8,500,000	0.0269	$ 213,713.79	50%	$ 106,856.89	50%	$ 106,856.89
FY28	$ 1,564,100.00	$ 8,500,000	0.0274	$ 217,681.74	50%	$ 108,840.87	50%	$ 108,840.87
FY29	$ 1,564,100.00	$ 8,500,000	0.0279	$ 221,649.69	50%	$ 110,824.84	50%	$ 110,824.84
FY30	$ 1,564,100.00	$ 8,500,000	0.0284	$ 225,617.64	25%	$ 56,404.41	75%	$ 169,213.23
FY31	$ 1,564,100.00	$ 8,500,000	0.0289	$ 229,585.59	25%	$ 57,396.40	75%	$ 172,189.19
FY32	$ 1,564,100.00	$ 8,500,000	0.0294	$ 233,553.54	25%	$ 58,388.38	75%	$ 175,165.15
FY31	$ 1,564,100.00	$ 8,500,000	0.0299	$ 237,521.49	25%	$ 59,380.37	75%	$ 178,141.12
FY32	$ 1,564,100.00	$ 8,500,000	0.0304	$ 241,489.44	25%	$ 60,372.36	75%	$ 181,117.08
Cumulative				$ 4,075,878.24		$ 2,423,425.46		$ 1,652,452.78
Avg. Annual				$ 203,793.91		$ 121,171.27		$ 82,622.64

Auburn Municipal Tax Increment Financing District #18
Exhibit E
Tax Shift Projections

Year	Avoided Loss in State Allocation For Education	Avoided Loss in Revenue Sharing	Avoided Increase In County Tax	**Total Tax Shifts**
FY2014	$ 14,076.90	$ 1,320.06	$ 392.45	**$ 15,789.41**
FY2015	$ 14,076.90	$ 1,320.06	$ 392.45	**$ 15,789.41**
FY2016	$ 14,076.90	$ 1,320.06	$ 392.45	**$ 15,789.41**
FY2017	$ 14,076.90	$ 1,320.06	$ 392.45	**$ 15,789.41**
FY2018	$ 14,076.90	$ 1,320.06	$ 392.45	**$ 15,789.41**
FY2019	$ 14,076.90	$ 1,320.06	$ 392.45	**$ 15,789.41**
FY2020	$ 14,076.90	$ 1,320.06	$ 392.45	**$ 15,789.41**
FY2021	$ 14,076.90	$ 1,320.06	$ 392.45	**$ 15,789.41**
FY2022	$ 14,076.90	$ 1,320.06	$ 392.45	**$ 15,789.41**
FY2023	$ 14,076.90	$ 1,320.06	$ 392.45	**$ 15,789.41**
FY2024	$ 14,076.90	$ 1,320.06	$ 392.45	**$ 15,789.41**
FY2025	$ 14,076.90	$ 1,320.06	$ 392.45	**$ 15,789.41**
FY2026	$ 14,076.90	$ 1,320.06	$ 392.45	**$ 15,789.41**
FY2027	$ 14,076.90	$ 1,320.06	$ 392.45	**$ 15,789.41**
FY2028	$ 14,076.90	$ 1,320.06	$ 392.45	**$ 15,789.41**
FY2029	$ 14,076.90	$ 1,320.06	$ 392.45	**$ 15,789.41**
FY2030	$ 14,076.90	$ 1,320.06	$ 392.45	**$ 15,789.41**
FY2031	$ 14,076.90	$ 1,320.06	$ 392.45	**$ 15,789.41**
FY2032	$ 14,076.90	$ 1,320.06	$ 392.45	**$ 15,789.41**
FY2033	$ 14,076.90	$ 1,320.06	$ 392.45	**$ 15,789.41**
FY2034	$ 14,076.90	$ 1,320.06	$ 392.45	**$ 15,789.41**
Total:	$ 295,614.90	$ 27,721.26	$ 8,241.45	$ 331,577.61

NEWTON

Continued from Page C1

the team's quarterbacks coach, said he liked Newton's poise on the final drive.

"He looked comfortable and his eyes were in the right place and looking at the right things," Shula said. "Mechanically I thought he was doing everything right. When you do all of those things and you are talented like he is, you are usually going to be successful."

Newton's winning touchdown drive comes one week after he led the Panthers into San Francisco territory to set up the go-ahead field goal in a 10-9 win victory over the 49ers.

Newton finished with 209 yards passing and three TDs against the Patriots and also ran for 62 yards, including a highlight reel moment where he escaped five tackles and raced for a first down. ESPN tracked the run and said Newton covered 75.8 yards while zigzagging around defenders to pick up a 14-yard gain and the first down.

"Phenomenal," Rivera said of the play.

"It's just fantastic, just watching Cam grow, watching him lead this team, watching him go 83 yards," wide receiver Steve Smith said after the game. "You hear all about statistics, about other guys having game-winning drives. Now Cam has his game-winning drive against a big team."

But Newton's heroics were overshadowed by the questions surrounding the game's final play.

PATRIOTS

Continued from Page C1

step into the throw as he usually does. The underthrown pass was intercepted by Robert Lester 4 yards into the end zone. Gronkowski, about 5 yards behind Lester, couldn't move toward the ball with Kuechly bear-hugging him.

Referee Clete Blakeman conferred for a few seconds with back judge Terrence Miles, who threw the flag. Miles shook his head. Then

just gets better every year," Patriots defensive coordinator Matt Patricia said. "He just understands what the defense is, what coverage he's getting, and puts the ball where he needs to put it."

So with a short week of practice, Belichick didn't want to waste time dwelling on the disputed play.

"It's not really our job to call the game. It's to play it and coach it. Whatever calls they make are the ones that we live with," he

they had plenty of time to prepare for the Panthers (7-3). But their only lead, 20-17, came on Stephen Gostkowski's 26-yard field goal with 6:32 left.

The Panthers went ahead with 59 seconds remaining on Cam Newton's 25-yard pass to Ted Ginn Jr.

Then Brady threw 11 passes to get the ball to the Carolina 18 with 3 seconds to go.

Enough time for one play — and one controversy.

not going to change."

The Patriots know that.

"Any time you go on the road against a tough opponent, you're going to have adversity. That call at the end of the game is a big call to make," running back Stevan Ridley said. "We just have to move on."

CITY OF AUBURN
PUBLIC NOTICE

Notice is hear by given that the City of Auburn, Maine, will hold a public hearing on December 2, 2013 at 7PM or as soon as possible thereafter at the City Council Chambers in the Auburn Hall building for purposes of receiving public comments on the designation of its proposed Auburn Municipal Tax Increment Financing District #19 and the adoption of said Municipal Development and Tax Increment Finance District, pursuant to the provisions of Chapter 207 of Title 30-A of the Maine Revised Statutes.

The proposed Municipal Development and Tax Increment Financing District consists of certain property, approximately 8.53 acres.

A copy of the proposed development program for the district is on file with the City Clerk and may be reviewed at the offices of the city clerk during normal business hours. All interested parties are invited to attend the public hearing and will be given an opportunity to be heard at that time.

CITY OF AUBURN
PUBLIC NOTICE

Notice is hear by given that the City of Auburn, Maine, will hold a public hearing on December 2, 2013 at 7PM or as soon as possible thereafter at the City Council Chambers in the Auburn Hall building for purposes of receiving public comments on the designation of its amended Auburn Mall Revitalization Municipal Tax Increment Financing District #14, pursuant to the provisions of Chapter 207 of Title 30-A of the Maine Revised Statutes, as amended.

The proposed Amendment to the Municipal Development and Tax Increment Financing District consists of certain property, approximately 38.91 acres, located within the original District.

A copy of the amended proposed development program for the district is on file with the City Clerk and may be reviewed at the offices of the city clerk during normal business hours. All interested parties are invited to attend the public hearing and will be given an opportunity to be heard at that time.

NOTICE OF STATE RULEMAKING

PUBLIC INPUT FOR PROPOSED RULES

Notices are published each Wednesday to alert the public regarding state agency rule-making. You may obtain a copy of any rule by

CONCISE SUMMARY: The Department of Marine Resources proposes changes to this regulation in Chapter 25.93(F) after

City of Auburn

December 2, 2013

TITLE: RESOLVE - Authorize the City Manager to Execute Documents - Auburn Municipal Tax Increment Finance District #18 - and submit to the Maine Department of Economic and Community Development.

WHEREAS, the City of Auburn, Maine ("City") is considering whether to designate Auburn Municipal Tax Increment Finance District #18 and adopt the Development Program for the District presented to the City Council, designation and adoption to be pursuant to the following terms and provisions; and

WHEREAS, the City is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate specified areas within the City as a Municipal Development and Tax Increment Finance District (the "District") and to adopt a development program and financing plan for such a district; and

WHEREAS, the City continues to recognize the need for more commercial development in the City; and

WHEREAS, the City finds that there is a need to provide expanded employment opportunities for the citizens of Auburn, to improve and broaden the tax base of the City and to improve the general economy of the City, the surrounding region and the State of Maine; and

WHEREAS, the expansion of commercial development will enable the City to expand its tax base, improve the economic climate in order to attract additional businesses to the City; and

WHEREAS, there is a need to encourage the expansion, improvement and continuation of commercial facilities through the establishment of the Auburn Municipal Tax Increment Finance District #18 in accordance with the provisions of Chapter 206 of Title 30 - A; and

WHEREAS, on December 2, 2013 the City held a public hearing creating the "District" in accordance with the requirements of Maine Revised Statutes upon at

least ten (10) days prior notice published in newspaper of general circulation within the City; and

WHEREAS, the City desires to designate the Auburn Municipal Tax Increment Financing District #18 and adopt the development program for such a district; and

WHEREAS, it is expected that approval will be sought and obtained from the Maine Department of Economic and Community Development approving the designation of the District and the adoption of the Development Program for the District;

NOW, THEREFORE, BE IT HEREBY ORDERED BY THE CITY COUNCIL OF THE CITY OF AUBURN:

Section 1. The City hereby finds and determines that:

A. At least 25%, by area, of the real property within the district, as hereby designated, is suitable for commercial development; and
B. The total area of the District does not exceed 2% of the total acreage of the City, and the total area of all development districts within the City (including the District) does not exceed 5% of the total acreage of the City; and
C. The total equalized value of taxable property within the District as of April 1, 2013 together with equalized value of taxable property in other existing districts does not exceed 5% of the total equalized value of taxable property within the City; and
D. The designation of the District and pursuant to the development program will generate substantial economic benefits for the City and its residents, including employment opportunities, broadening in improving the tax base and serve as an economic stimulus and therefore constitutes a good and valid public purpose.

Section 2. Pursuant to Chapter 206 of Title 30 - A of the Maine Revised Statutes, as amended, the City hereby designates Auburn Municipal Tax Increment Financing District #18 Development Program, designated and described as more particularly set forth in the form attached hereto and presented to the City Council and such development program is hereby incorporated by reference into the Development Program for the District.

Section 3. The City Manager be, and hereby is, authorized, empowered and directed to submit the proposed designation of the District and the proposed Development Program for the District to the State of Maine Department of Economic and Community Development for review and approval pursuant to statutory requirements.

Section 4. The City Manager be, and hereby is, authorized and empowered, at his discretion, from time to time, to make such technical revisions to the Development Program for the District as may be reasonably necessary or convenient in order to facilitate the process for review and approval of the District by the State of Maine Department of Economic and Community Development, or for any other reason, so long as such revisions are not inconsistent with these resolutions or the basic structure and intent of the Development Program.

Section 5. The foregoing designation of the District and the adoption of the Development Program for the District shall become final and shall take full force and effect upon receipt by the City of approval of the designation of the District and adoption of the Development Program by the Department of Economic and Community Development, without requirements of further action by the City, the City Council, or any other party.

Section 6. The City Manager be, and hereby is, authorized and directed to enter into the Credit Enhancement Agreement contemplated by the Development Program, and in the name of and on behalf of the City, such agreement to be in such form and to contain such terms and provisions, not inconsistent with the Development Program, as the City Manager may approve, such approval to the conclusively evidenced by such execution thereof.

City Council
Workshop Information Sheet

City of Auburn

Council Workshop Date: December 16, 2013 Item C

Author: Gary Johnson, Assistant City Engineer / Addressing Officer

Item(s) checked below represent the subject matter related to this workshop item.

☐**Comprehensive Plan** ☐**Work Plan** ☐**Budget** ☐**Ordinance/Charter** ☒**Other Business*** ☐**Council Goals****

****If Council Goals please specify type:** ☒***Safety*** ☐***Economic Development*** ☐***Citizen Engagement***

Subject: Naming of Roadway in front of Norway Savings Bank Arena

---

Information: A request has been made to name the roadway that runs in front of the Norway Savings Bank Arena from Kings Road to the Auburn Plaza Shopping Center, "INGERSOLL WAY". The Emergency Services Communication Bureau requires that all road names be officially approved and recommend that new names not duplicate or sound similar to existing road names. The name Ingersoll complies with this recommendation.

However, the E9-1-1 Director advises against using the name Ingersoll. Her concern is that naming the street in front of the Norway Savings Bank Arena by the same name as Ingersoll Arena, two miles away, may create unnecessary confusion on the part of both callers and responders during emergency situations. Both the Fire Chief and Police Chief agree and support her recommendation.

We have checked with our insurer regarding the City's liability under the Maine Tort Claims Act to claims resulting from confusion over the street name. They believe there would be immunity, but recommend we discuss it with our legal counsel.

While the City Council has the authority to name the roadway Ingersoll Way, given the concerns from those involved with emegency response on a daily basis, and with the ability to avoid confusion with a different name, it is staff's recommendation to seek alternative names. A name that has been suggested, based on the idea of naming the roadway in honor of someone of notoriaty from Auburn, is Moses Hanscom Lane. Moses C. Hanscom was a Civil War Congressional Medal of Honor receipient. Born in Danville, Maine in 1842, died in 1873 and is buried in Oak Hill Cemetery.

Financial: N.A.

Action Requested at this Meeting: Discuss and come to consensus of name for future approval

---

Previous Meetings and History: N.A.

Attachments:
Workshop request submitted by Councilor Walker and Councilor Crowley
Plan of roadway location
Email from Phyllis Gamache, 911 Director

**Agenda items are not limited to these categories.*

City Council
Workshop Agenda Item Request Form

City of Auburn

Requesting Councilor's Name: Leroy Walker 12.05.13 sent to mayor-manager

Second Councilor Name: Tizz Crowley gave verbal agreement 11.18.13

Policy: Naming of the street in front of the Norway Savings Bank Arena as "INGERSOLL WAY"

Summary of Issue:

During the construction of the new Norway Savings Bank Arena an access road was built. To properly acknowledge the significant contributions that Norris Ingersoll has made to the City of Auburn, Auburn Parks and Recreation Department and to the youth of the City it is extremely appropriate that we continue this living legacy by naming the new street "INGERSOLL WAY".

Recommended Action for Consideration:

Discussion- 1st meeting,

Enactment and acceptance of the street with the following name: "INGERSOLL WAY"

Existing Policy References (Comp. Plan, etc):

Committees of Jurisdiction (if applicable):

City Council

In order for a workshop item to be considered for an upcoming Auburn City Council Workshop agenda, please complete the above and present it at any time to the Mayor and City Manager. Our goal is to have items requested on a workshop agenda within 90 days of the date received.

DO NOT WRITE BELOW THIS LINE

Date Received: Received By:

(City Manager)

Date Received: Received By:

(Mayor)

90 Day Date:

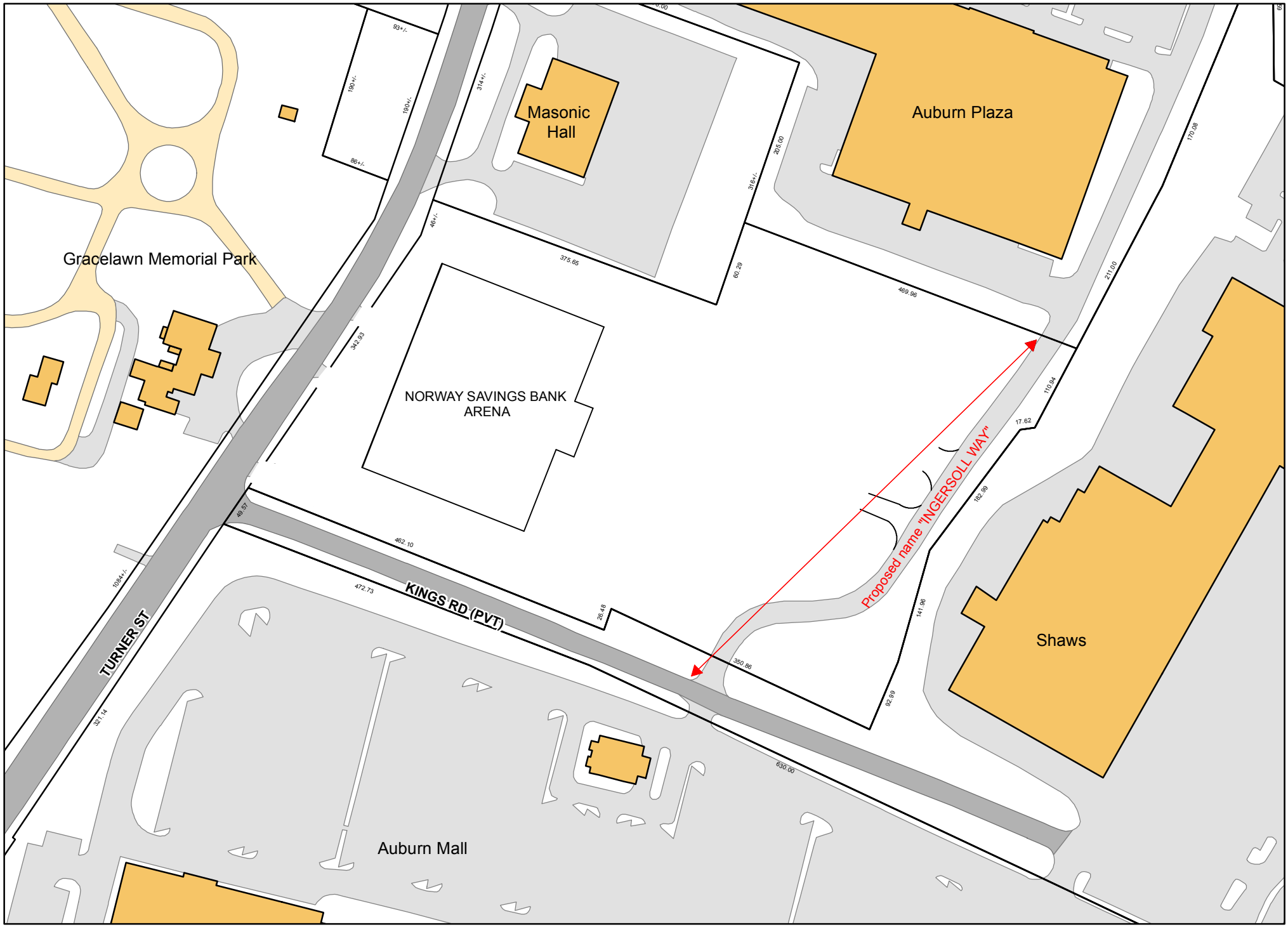
City Council
Workshop Agenda Item Request Form

City of Auburn

Staff Assigned:

NORWAY SAVINGS BANK ARENA

1" = 100'



From: 911Director
Sent: Thursday, November 21, 2013 12:18 PM
To: Clint Deschene; Dan Goyette
Cc: Phil Crowell; Howard Kroll
Subject: Naming of the street in front of the Norway SB Arena

Gents,

I spoke with Bob White from the Emergency Services Communications Bureau today regarding the naming of streets as it pertains to public safety and E9-1-1. The bad news is that the state really has no say in the matter; Maine is so heavily 'home-ruled' that the decision lies locally in nearly all cases except where profanity or vulgarity is concerned.

The good news is that our E9-1-1 addressing officer, Gary Johnson, supposedly has the power and authority to approve or disapprove suggested names. I believe Gary and I could make a reasonable argument that naming the access road "Ingersoll Ave/Lane/Street" could potentially cause significant confusion and emergency response problems based on a several factors:

- In cases where the caller is not local and are either reporting emergencies from a location they are only vaguely familiar with. While E9-1-1 does have a caller ID-type of identifier, it does not work on all track phones and older cell phones.
- Multiple calls reporting the same incident (say a fire) will take longer to handle while the dispatchers attempt to determine WHICH Ingersoll.
- In cases where the city is relying on mutual aid responders from other towns who may not know the difference between Ingersoll Arena and Ingersoll Ave.
- Delayed response due to confusion on anyone's part could open the city up to a liability.
- The proposed name is in direct contrast to, 'The Maine Enhanced 9-1-1 Addressing Guidebook', which very clearly states:
    - There should be no duplication of road names. Duplicate names (e.g., Pine Road and Pine Lane) or similar-sounding names (e.g., Beach and Peach, Lynwood and Linwood, Morgan Road and Morgan Hill Road, etc.) often create confusion during emergency situations. Using an alphabetical list helps identify existing road name duplications and avoid duplications when new names are proposed.

    - If certain road names are currently causing confusion during the dispatch of emergency services, they will continue to be a problem under E9-1-1 as well. Why? Because E9-1-1 service only displays the caller's address on a screen at a call answering center. It does not change the dispatching of the address over the radio, where background noise, radio static, and people working under stress sometimes lead to miscommunication and error.

- Lastly, from a convenience standpoint, it could be a nightmare when out-of-towners try to located the new arena on their navy systems. We want the Arena (and Auburn) to be EASY to navigate!

I do think it would be nice to privately suggest a name which would further the Councilor's good standing in the community. Howard: You'd mentioned a silver star/bronze star recipient from Auburn?

Do you recall the name? I can see a nice big naming ceremony in the Spring, Ward 1 Councilor Crowley at the mice, thanking the veteran for his service and Councilor Walker for the suggestion, EL Band, Mayor, balloons, etc.

(am I selling it yet??!!)

So my question is: Does Mr. Johnson truly have the right to approve or disapprove a name, even one suggested by a councilor?

Phyllis

Phyllis Gamache
Director, Lewiston-Auburn
Emergency Communications System
552 Minot Avenue
Auburn, Maine 04210
207.786.5380 x2 (work)
207.607.9929 (cell)
2076079929@vtext.com (email a text to my cell phone)

City Council
Workshop Information Sheet

City of Auburn

Council Workshop Date: December 16, 2013 **Item** D

Author: Deborah Grimmig, Human Resources Director

Item(s) checked below represent the subject matter related to this workshop item.

☐**Comprehensive Plan** ☐**Work Plan** ☐**Budget** ☐**Ordinance/Charter** ☒**Other Business*** ☐**Council Goals****

****If Council Goals please specify type:** ☐***Safety*** ☐***Economic Development*** ☐***Citizen Engagement***

Subject: Auburn Firefighters Association - I.A.F.F. Local 797 negotiations update.

Information: I.A.F.F. Local 797 represents Firefighters, Lieutenants, Captains and Battalion Chiefs. The contract expired on December 31, 2012. The Union and Management have been working on a successor contract since that time. We have reached a tentative agreement.

This information sheet covers two agreements. The first is a short bridge effective 1/1/13 through 6/30/13. This is a status quo contract. The second is a three year agreement covering 7/1/13 through 6/30/16. The second agreement includes a change in the health insurance, implementation of an in-service retirement program, change in the retirement plan, a reduction in apparatus staffing and a number of other language items.

Financial: The multi-year contract provides for steps in the first year of the contract, suspension of steps in FY 15 and FY 16 and 2% wage adjustments in FY 15 and FY 16. This multi-year contract represents a sustainable pay and benefits package.

Action Requested at this Meeting: Discussion with a possible executive session pursuant to 1 M.R.S.A. §405 (6)(D). Is also on the agenda for action under new business.

Previous Meetings and History: The I.A.F.F. contracts were discussed in previous Executive Sessions, the most recent being 12/2/13. .

Attachments:
Contract 1 – 1/1/13 – 6/30/13
Contract 2 – 7/1/13 – 6/30/16

**Agenda items are not limited to these categories.*

Collective Bargaining Agreement

Between the

City of Auburn

and the

AUBURN FIREFIGHTERS ASSOCIATION (LOCAL NO. 797)

January 1, 2013 – June 30, 2013

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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.

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 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 2013 work plan for the committee has been agreed to set the following priorities:

1. Peer Fitness
2. Driver Operator Position
3. Uniform Allowance (as outlined in Article XVIII Section 1)
4. Distribution of EMS Personnel

215

ARTICLE IV - Dues Check-Off

220 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
225 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%
230 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
235 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
240 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.

245

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).

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 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%.

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 - 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 Lewiston.

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.

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 shall be paid for work performed on regular off-duty shifts and during their free time period at an overtime rate of one and one-half (1½) times their hourly rate as per the attached wage schedule, 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;

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;

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. 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 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.)

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 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. 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 change vacations up to a total of four times per calendar year provided that notice of such change is approved by the Battalion Chief. 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 will be submitted to the Battalion Chief's office 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. The BC will also sign, date and put time of submission on the form. The floating holidays may not be picked until after the vacations have been selected for that year. Choice of date must be made by written notice addressed to a Battalion Chief. 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). 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, within twenty-four (24) hours of the request. 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" 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.

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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
710 the Labor Management Committee

Section 5 - Wellness Incentive Days

Firefighters who participate in the City of Auburn Wellness Incentive Program and who
715 have earned a Wellness Day Off may take time off by calling 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.

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Section 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
725 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

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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
735 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.

740 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 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 three (3) day period 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 - Errand Leaves

Errand 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 errand leave to accomplish the needed task. The Battalion Chief and the Acting Battalion Chief may approve errand 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 errand 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. F..

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 otherOctober 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.

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 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 a 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 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 licensedEMS provider that is moving. If the senior State of Maine licensed EMS provider of the same rankdoes 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 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. 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 four (4) and one Battalion Chief. The City and the Association agree to reduce the aerial company requirement to three (3) upon implementation of additional EMS transport services, except that 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 box 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 ~~the~~ 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. Firefighters remaining on the indemnity plan will absorb the difference in the cost share between the point of service plan and the indemnity plan. The City will pay no more for the indemnity plan than for the Point of Service 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.

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 - 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:

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. Effective 7/1/05, 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.

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 4 - 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 5 - 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 ~~worker's~~ 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 ~~Worker's~~ 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 ~~Worker's~~ Workers' Compensation Act of the State of Maine and regulations issued pursuant thereto.

Section 6 - 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 7 - 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 ~~minimal~~ 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 ~~worker's~~ workers' compensation claims manager weekly in order that the ~~worker's~~ 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 ~~worker's~~ 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 8 - 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 9 - 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 10 - 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 11 - 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 State Retirement System Consolidation Plan -- Special Plan II. Firefighters shall be eligible to retire after twenty-five (25) years of service as defined by Maine State Retirement System.

Section 2 - Vacation Cashout

If a firefighter separates from the department with accrued and unused vacation hours, he/she will 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 - Cashout of Accrued Sick Leave

One-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.

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 one year. 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 to take a medical exam and a substance abuse 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 – $310.00
Captain -- $335.00
Battalion Chief -- $335.00

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. The unexpended balance in the uniform account may roll over from one year to the next. 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 - 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 3 - 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 4 - 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 5 - 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 6 - 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 7 - 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 AC 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 AC 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 January 1, 2013 until June 30, 2013. All references to minimum staffing per apparatus will be effective June 30, 2013. The city and association agree the minimum staffing remain as interpreted and applied by the city until June 30, 2013.. 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: _____

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

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. The City will contribute $400 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.

Wage Schedule

Please see the attached Fire Fighter and Fire Prevention Officer Wage Schedules dated January 1, 2013 to June 30, 2013.

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FIRE FIGHTER WAGE SCHEDULE January 1, 2013 to June 30, 2013

100.00% 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	$31,817.59	$32,772.11	$33,755.28	$34,767.94	$35,810.97	$36,885.30	$37,991.86	$39,131.62	$40,305.57	$41,514.73	$42,760.18	$44,042.98	$45,364.27	$46,725.20	$46,725.20	$48,126.95
	Weekly	$611.88	$630.23	$649.14	$668.61	$688.67	$709.33	$730.61	$752.53	$775.11	$798.36	$822.31	$846.98	$872.39	$898.56	$898.56	$925.52
	Hourly	$14.5685	$15.0055	$15.4557	$15.9194	$16.3970	$16.8889	$17.3955	$17.9174	$18.4549	$19.0086	$19.5788	$20.1662	$20.7712	$21.3943	$21.3943	$22.0362
PVT/BASIC	Annual	$33,984.49	$34,939.02	$35,922.18	$36,934.84	$37,977.88	$39,052.20	$40,158.76	$41,298.52	$42,472.47	$43,681.64	$44,927.08	$46,209.88	$47,531.00	$48,892.07	$48,891.97	$50,293.66
	Weekly	$653.55	$671.90	$690.81	$710.29	$730.34	$751.00	$772.28	$794.20	$816.78	$840.03	$863.98	$888.65	$914.06	$940.23	$940.23	$967.19
	Hourly	$15.5607	$15.9977	$16.4479	$16.9116	$17.3891	$17.8810	$18.3877	$18.9096	$19.4471	$20.0007	$20.5710	$21.1584	$21.7633	$22.3865	$22.3864	$23.0282
PVT/INTERMEDIATE	Annual	$35,067.30	$36,021.83	$37,004.99	$38,017.65	$39,060.69	$40,135.01	$41,241.57	$42,381.33	$43,555.28	$44,764.44	$46,009.89	$47,292.69	$48,613.50	$49,974.46	$49,974.84	$51,376.63
	Weekly	$674.37	$692.73	$711.63	$731.11	$751.17	$771.83	$793.11	$815.03	$837.60	$860.85	$884.81	$909.47	$934.88	$961.05	$961.05	$988.01
	Hourly	$16.0565	$16.4935	$16.9437	$17.4073	$17.8849	$18.3768	$18.8835	$19.4054	$19.9429	$20.4965	$21.0668	$21.6542	$22.2589	$22.8821	$22.8823	$23.5241
PVT/PARAMEDIC	Annual	$36,150.11	$37,104.63	$38,087.80	$39,100.46	$40,143.49	$41,217.82	$42,324.38	$43,464.14	$44,638.09	$45,847.25	$47,092.70	$48,375.50	$49,697.08	$51,058.00	$51,057.89	$52,459.84
	Weekly	$695.19	$713.55	$732.46	$751.93	$771.99	$792.65	$813.93	$835.85	$858.42	$881.68	$905.63	$930.30	$955.71	$981.88	$981.88	$1,008.84
	Hourly	$16.5522	$16.9893	$17.4395	$17.9031	$18.3807	$18.8726	$19.3793	$19.9012	$20.4387	$20.9923	$21.5626	$22.1500	$22.7551	$23.3782	$23.3780	$24.0201

LIEUTENANTS	Annual	$38,331.33	$39,481.27	$40,665.70	$41,885.68	$43,142.25	$44,436.51	$45,769.61	$47,142.70	$48,556.98	$50,013.69	$51,514.10	$53,059.52	$53,059.52	$54,651.31
	Weekly	$737.14	$759.26	$782.03	$805.49	$829.66	$854.55	$880.18	$906.59	$933.79	$961.80	$990.66	$1,020.38	$1,020.38	$1,050.99
	Hourly	$17.5510	$18.0775	$18.6198	$19.1784	$19.7538	$20.3464	$20.9568	$21.5855	$22.2330	$22.9000	$23.5870	$24.2947	$24.2947	$25.0235
LT/BASIC	Annual	$40,498.23	$41,648.17	$42,832.61	$44,052.58	$45,309.15	$46,603.42	$47,936.51	$49,309.60	$50,723.88	$52,180.59	$53,680.87	$55,226.46	$55,226.37	$56,818.11
	Weekly	$778.81	$800.93	$823.70	$847.16	$871.33	$896.22	$921.86	$948.26	$975.46	$1,003.47	$1,032.32	$1,062.05	$1,062.05	$1,092.66
	Hourly	$18.5431	$19.0697	$19.6120	$20.1706	$20.7459	$21.3386	$21.9490	$22.5777	$23.2252	$23.8922	$24.5792	$25.2868	$25.2871	$26.0156
LT/INTERMEDIATE	Annual	$41,581.04	$42,730.98	$43,915.42	$45,135.39	$46,391.96	$47,686.22	$49,019.32	$50,392.41	$51,806.69	$53,263.40	$54,763.37	$56,308.84	$56,309.23	$57,900.53
	Weekly	$799.64	$821.75	$844.53	$867.99	$892.15	$917.04	$942.68	$969.08	$996.28	$1,024.30	$1,053.14	$1,082.86	$1,082.87	$1,113.47
	Hourly	$19.0389	$19.5655	$20.1078	$20.6664	$21.2417	$21.8344	$22.4447	$23.0734	$23.7210	$24.3880	$25.0748	$25.7824	$25.7827	$26.5112
LT/PARAMEDIC	Annual	$42,663.85	$43,813.79	$44,998.23	$46,218.20	$47,474.77	$48,769.03	$50,102.13	$51,475.22	$52,889.50	$54,346.21	$55,846.99	$57,391.93	$57,392.33	$58,983.76
	Weekly	$820.46	$842.57	$865.35	$888.81	$912.98	$937.87	$963.50	$989.91	$1,017.11	$1,045.12	$1,073.98	$1,103.69	$1,103.70	$1,134.30
	Hourly	$19.5347	$20.0613	$20.6036	$21.1622	$21.7375	$22.3301	$22.9405	$23.5692	$24.2168	$24.8838	$25.5710	$26.2784	$26.2784	$27.0072

CAPTAINS	Annual	$42,529.78	$43,805.67	$45,119.84	$46,473.44	$47,867.64	$49,303.67	$50,782.78	$52,306.26	$53,875.45	$55,491.72	$57,156.47	$58,871.16	$58,871.16	$60,637.30
	Weekly	$817.88	$842.42	$867.69	$893.72	$920.53	$948.15	$976.59	$1,005.89	$1,036.07	$1,067.15	$1,099.16	$1,132.14	$1,132.14	$1,166.10
	Hourly	$19.4733	$20.0575	$20.6593	$21.2790	$21.9174	$22.5749	$23.2522	$23.9498	$24.6682	$25.4083	$26.1705	$26.9557	$26.9557	$27.7643
CAPT/BASIC	Annual	$44,696.68	$45,972.57	$47,286.74	$48,640.34	$50,034.54	$51,470.57	$52,949.68	$54,473.17	$56,042.35	$57,658.62	$59,323.23	$61,038.08	$61,037.98	$62,804.05
	Weekly	$859.55	$884.09	$909.36	$935.39	$962.20	$989.82	$1,018.26	$1,047.56	$1,077.74	$1,108.82	$1,140.83	$1,173.81	$1,173.81	$1,207.77
	Hourly	$20.4655	$21.0497	$21.6514	$22.2712	$22.9096	$23.5671	$24.2444	$24.9419	$25.6604	$26.4005	$27.1627	$27.9478	$27.9481	$28.7564
CAPT/INTERMEDIATE	Annual	$45,779.49	$47,055.38	$48,369.55	$49,723.15	$51,117.35	$52,553.38	$54,032.49	$55,555.98	$57,125.16	$58,741.43	$60,405.73	$62,120.43	$62,120.82	$63,886.93
	Weekly	$880.37	$904.91	$930.18	$956.21	$983.03	$1,010.64	$1,039.09	$1,068.38	$1,098.56	$1,129.64	$1,161.65	$1,194.62	$1,194.63	$1,228.59
	Hourly	$20.9613	$21.5455	$22.1472	$22.7670	$23.4054	$24.0629	$24.7402	$25.4377	$26.1562	$26.8963	$27.6583	$28.4434	$28.4437	$29.2523
CAPT/PARAMEDIC	Annual	$46,862.30	$48,138.19	$49,452.36	$50,805.96	$52,200.16	$53,636.19	$55,115.30	$56,638.78	$58,207.97	$59,824.24	$61,489.33	$63,204.00	$63,203.88	$64,970.12
	Weekly	$901.20	$925.73	$951.01	$977.04	$1,003.85	$1,031.47	$1,059.91	$1,089.21	$1,119.38	$1,150.47	$1,182.49	$1,215.46	$1,215.46	$1,249.43
	Hourly	$21.4571	$22.0413	$22.6430	$23.2628	$23.9012	$24.5587	$25.2359	$25.9335	$26.6520	$27.3920	$28.1545	$28.9396	$28.9395	$29.7482

BATALLION CHIEFS	Annual	$48,752.08	$50,214.65	$51,721.09	$53,272.72	$54,870.90	$56,517.03	$58,212.54	$59,958.92	$61,757.68	$63,610.41	$65,518.73	$65,518.73	$67,484.29
	Weekly	$937.54	$965.67	$994.64	$1,024.48	$1,055.21	$1,086.87	$1,119.47	$1,153.06	$1,187.65	$1,223.28	$1,259.98	$1,259.98	$1,297.77
	Hourly	$22.3224	$22.9921	$23.6818	$24.3923	$25.1240	$25.8778	$26.6541	$27.4537	$28.2773	$29.1256	$29.9994	$29.9994	$30.8994
BC/BASIC	Annual	$50,918.99	$52,381.55	$53,887.99	$55,439.62	$57,037.80	$58,683.93	$60,379.44	$62,125.82	$63,924.58	$65,777.17	$67,685.62	$67,685.52	$69,651.00
	Weekly	$979.21	$1,007.34	$1,036.31	$1,066.15	$1,096.88	$1,128.54	$1,161.14	$1,194.73	$1,229.32	$1,264.95	$1,301.65	$1,301.64	$1,339.44
	Hourly	$23.3146	$23.9842	$24.6740	$25.3844	$26.1162	$26.8699	$27.6463	$28.4459	$29.2695	$30.1178	$30.9916	$30.9915	$31.8915
BC/INTERMEDIATE	Annual	$52,001.80	$53,464.36	$54,970.80	$56,522.43	$58,120.61	$59,766.74	$61,462.25	$63,208.63	$65,007.39	$66,859.66	$68,767.95	$68,768.33	$70,733.83
	Weekly	$1,000.03	$1,028.16	$1,057.13	$1,086.97	$1,117.70	$1,149.36	$1,181.97	$1,215.55	$1,250.14	$1,285.76	$1,322.46	$1,322.47	$1,360.27
	Hourly	$23.8103	$24.4800	$25.1698	$25.8802	$26.6120	$27.3657	$28.1421	$28.9417	$29.7653	$30.6134	$31.4872	$31.4874	$32.3873
BC/PARAMEDIC	Annual	$53,084.61	$54,547.17	$56,053.61	$57,605.24	$59,203.42	$60,849.55	$62,545.06	$64,291.44	$66,090.20	$67,943.24	$69,851.48	$69,851.36	$71,816.95
	Weekly	$1,020.86	$1,048.98	$1,077.95	$1,107.79	$1,138.53	$1,170.18	$1,202.79	$1,236.37	$1,270.97	$1,306.60	$1,343.30	$1,343.30	$1,381.10
	Hourly	$24.3061	$24.9758	$25.6656	$26.3760	$27.1078	$27.8615	$28.6378	$29.4375	$30.2611	$31.1095	$31.9833	$31.9832	$32.8832

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

Fire Prevention Officer Wage Chart

January 1, 2009 - November 30, 2009

	ENTRY	1st Anniv	2nd Anniv	3rd Anniv	4th Anniv	5th Anniv	6th Anniv	7th Anniv	8th Anniv	9th Anniv	10th Anniv	11th Anniv
Annual	$44,610.60	$45,948.97	$47,327.10	$48,746.91	$50,209.32	$51,715.60	$53,267.07	$54,865.08	$56,511.03	$58,206.36	$59,952.55	$61,751.13
Weekly	$857.90	$883.63	$910.14	$937.44	$965.56	$994.53	$1,024.37	$1,055.10	$1,086.75	$1,119.35	$1,152.93	$1,187.52
Hourly	$22.8772	$23.5636	$24.2703	$24.9984	$25.7484	$26.5208	$27.3164	$28.1359	$28.9800	$29.8494	$30.7449	$31.6672

December 1, 2009 - December 31, 2009 (2% Wage Increase)

1.02	ENTRY	1st Anniv	2nd Anniv	3rd Anniv	4th Anniv	5th Anniv	6th Anniv	7th Anniv	8th Anniv	9th Anniv	10th Anniv	11th Anniv
Annual	$45,502.81	$46,867.95	$48,273.64	$49,721.85	$51,213.51	$52,749.91	$54,332.41	$55,962.38	$57,641.25	$59,370.49	$61,151.61	$62,986.15
Weekly	$875.05	$901.31	$928.34	$956.19	$984.88	$1,014.42	$1,044.85	$1,076.20	$1,108.49	$1,141.74	$1,175.99	$1,211.27
Hourly	$23.3348	$24.0348	$24.7557	$25.4984	$26.2633	$27.0512	$27.8628	$28.6987	$29.5596	$30.4464	$31.3598	$32.3006

January 1, 2010 - December 31, 2011 (2% Wage Increase)

1.02	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
Annual	$46,412.87	$47,805.31	$49,239.12	$50,716.29	$52,237.78	$53,804.91	$55,419.06	$57,081.63	$58,794.08	$60,557.90	$62,374.64	$64,245.88	$64,245.88	$66,173.64
Weekly	$892.56	$919.33	$946.91	$975.31	$1,004.57	$1,034.71	$1,065.75	$1,097.72	$1,130.66	$1,164.58	$1,199.51	$1,235.50	$1,235.50	$1,272.57
Hourly	$23.8015	$24.5155	$25.2508	$26.0084	$26.7886	$27.5923	$28.4200	$29.2726	$30.1508	$31.0553	$31.9870	$32.9466	$32.9466	$33.9352

January 1, 2012 - December 31, 2012 (2% Wage Increase)

1.02	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
Annual	$47,341.13	$48,761.42	$50,223.90	$51,730.61	$53,282.53	$54,881.01	$56,527.44	$58,223.26	$59,969.96	$61,769.06	$63,622.13	$65,530.79	$65,530.92	$67,497.11
Weekly	$910.41	$937.72	$965.84	$994.82	$1,024.66	$1,055.40	$1,087.07	$1,119.68	$1,153.27	$1,187.87	$1,223.50	$1,260.21	$1,260.21	$1,298.02
Hourly	$24.2775	$25.0059	$25.7558	$26.5285	$27.3244	$28.1441	$28.9884	$29.8581	$30.7538	$31.6764	$32.6267	$33.6055	$33.6056	$34.6139

January 1, 2013 - June 30,2013 (0% Wage Increase)

1	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
Annual	$47,341.13	$48,761.42	$50,223.90	$51,730.61	$53,282.53	$54,881.01	$56,527.44	$58,223.26	$59,969.96	$61,769.06	$63,622.13	$65,530.79	$65,530.92	$67,497.11
Weekly	$910.41	$937.72	$965.84	$994.82	$1,024.66	$1,055.40	$1,087.07	$1,119.68	$1,153.27	$1,187.87	$1,223.50	$1,260.21	$1,260.21	$1,298.02
Hourly	$24.2775	$25.0059	$25.7558	$26.5285	$27.3244	$28.1441	$28.9884	$29.8581	$30.7538	$31.6764	$32.6267	$33.6055	$33.6056	$34.6139

July 1, 2013 - June 30, 2014 (0% Wage Increase)

1	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
Annual	$47,341.13	$48,761.42	$50,223.90	$51,730.61	$53,282.53	$54,881.01	$56,527.44	$58,223.26	$59,969.96	$61,769.06	$63,622.13	$65,530.79	$65,530.92	$67,497.11
Weekly	$910.41	$937.72	$965.84	$994.82	$1,024.66	$1,055.40	$1,087.07	$1,119.68	$1,153.27	$1,187.87	$1,223.50	$1,260.21	$1,260.21	$1,298.02
Hourly	$24.2775	$25.0059	$25.7558	$26.5285	$27.3244	$28.1441	$28.9884	$29.8581	$30.7538	$31.6764	$32.6267	$33.6055	$33.6056	$34.6139

July 1, 2014 - June 30, 2015 (2% Wage Increase)

1.02	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
Annual	$48,287.95	$49,736.64	$51,228.38	$52,765.23	$54,348.18	$55,978.63	$57,657.99	$59,387.73	$61,169.36	$63,004.44	$64,894.57	$66,841.41	$66,841.54	$68,847.06
Weekly	$928.61	$956.47	$985.16	$1,014.72	$1,045.16	$1,076.51	$1,108.81	$1,142.07	$1,176.33	$1,211.62	$1,247.97	$1,285.41	$1,285.41	$1,323.98
Hourly	$24.7631	$25.5060	$26.2710	$27.0591	$27.8709	$28.7070	$29.5682	$30.4552	$31.3689	$32.3100	$33.2793	$34.2776	$34.2777	$35.3062

July 1, 2015 - June 30, 2016 (2% Wage Increase)

1.02	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
Annual	$49,253.71	$50,731.38	$52,252.94	$53,820.53	$55,435.15	$57,098.20	$58,811.15	$60,575.48	$62,392.75	$64,264.53	$66,192.46	$68,178.24	$68,178.37	$70,224.00
Weekly	$947.19	$975.60	$1,004.86	$1,035.01	$1,066.06	$1,098.04	$1,130.98	$1,164.91	$1,199.86	$1,235.86	$1,272.93	$1,311.12	$1,311.12	$1,350.46
Hourly	$25.2583	$26.0161	$26.7964	$27.6003	$28.4283	$29.2811	$30.1596	$31.0643	$31.9963	$32.9562	$33.9449	$34.9632	$34.9633	$36.0123

Steps are suspended effective 6/30/14. The FPO will not advance in steps in FY 2015 and FY 2016.

Collective Bargaining Agreement

Between the

City of Auburn

and the

AUBURN FIREFIGHTERS ASSOCIATION (LOCAL NO. 797)

July 1, 2013 – June 30, 2016

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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 14 thru Fy 16 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
7. Development of a policy on items to be purchased with the laundry allowance and the method of purchasing these items.

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

250 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
255 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
260 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
265 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
270 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
275 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
280 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
285 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).

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 - 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.

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 shall be paid for work performed on regular off-duty shifts and during their free time period at an overtime rate of one and one-half (1½) times their hourly rate as per the attached wage schedule, 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;

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;

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 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 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. 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

670 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
675 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
680 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
685 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
690 beginning with the date of absence shown on the "Report of Absence" 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
695 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

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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 5 - Wellness Incentive Days

Firefighters who participate in the City of Auburn Wellness Incentive Program and who have earned a Wellness Day Off may take time off by calling 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 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 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 three (3) day period 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 otherOctober 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.

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 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 a 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 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 licensedEMS provider that is moving. If the senior State of Maine licensed EMS provider of the same rankdoes 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 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. 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 City and the Association agree to reduce the aerial company requirement to three (3) upon implementation of additional EMS transport services, except that 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 box 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:

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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
1165 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.

1170 **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
1175 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.

1180 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 –

1185 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.

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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
1195 eligible shall be paid according to the following conditions:

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;

1310 **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.

1315 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.

1320 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
1325 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
1330 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.

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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
1340 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
1345 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 DROP Program for Firefighters who reach 25 years of service in the MePERS on 7/1/14 or later which will require the firefighter to retire in order to draw his/her pension to remain employed for five additional years, except as defined below for firefighters with 20 to 30 years of service as defined by MePERS. A firefighter who elects not to enter the DROP Program will retire and separate from service.

Any firefighter who has thirty five (35) years or more of service effective 7/1/14 is not eligible for the DROP Program and is not required to retire.

For the term of this contract, firefighters with between 20 and 30 years as defined by MePERS shall have the option of entering the DROP Program, or continuing employment in regular service. Firefighter falling within this group must notify the Fire Chief or the City Manager no later than June 30, 2014 of their intent to enter the DROP Program. Firefighters electing to enter the DROP Program shall be eligible for up to five (5) years in the DROP Program, but may not exceed a total of 30 years of service as defined by MePERS. Firefighters electing not to not to enter the DROP Program will separate from service with the City of Auburn upon attaining 35 years of service, or less as defined by MePERS.

The firefighter in the DROP program will cash out all accrued time as per this article. During the five years that the firefighter works under the DROP 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 DROP 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 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 DROP 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 Cashout

If a firefighter separates from the department with accrued and unused vacation hours, he/she will 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 - Cashout of Accrued Sick Leave

One-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 AC 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 AC 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, 2013 until June 30, 2016. All references to minimum staffing per apparatus will be effective June 30, 2016. The city and association agree the minimum staffing remain as interpreted and applied by the city until June 30, 2016.. 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: _____

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

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, 2013 to June 30, 2016..

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FIRE FIGHTER WAGE SCHEDULE July 1, 2013 - June 30, 2014

100.00% 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	$31,817.59	$32,772.11	$33,755.28	$34,767.94	$35,810.97	$36,885.30	$37,991.86	$39,131.62	$40,305.57	$41,514.73	$42,760.18	$44,042.98	$45,364.27	$46,725.20	$46,725.20	$48,126.95
	Weekly	$611.88	$630.23	$649.14	$668.61	$688.67	$709.33	$730.61	$752.53	$775.11	$798.36	$822.31	$846.98	$872.39	$898.56	$898.56	$925.52
	Hourly	$14.5685	$15.0055	$15.4557	$15.9194	$16.3970	$16.8889	$17.3955	$17.9174	$18.4549	$19.0086	$19.5788	$20.1662	$20.7712	$21.3943	$21.3943	$22.0362
PVT/BASIC	Annual	$33,984.49	$34,939.02	$35,922.18	$36,934.84	$37,977.88	$39,052.20	$40,158.76	$41,298.52	$42,472.47	$43,681.64	$44,927.08	$46,209.88	$47,531.00	$48,892.07	$48,891.97	$50,293.66
	Weekly	$653.55	$671.90	$690.81	$710.29	$730.34	$751.00	$772.28	$794.20	$816.78	$840.03	$863.98	$888.65	$914.06	$940.23	$940.23	$967.19
	Hourly	$15.5607	$15.9977	$16.4479	$16.9116	$17.3891	$17.8810	$18.3877	$18.9096	$19.4471	$20.0007	$20.5710	$21.1584	$21.7633	$22.3865	$22.3864	$23.0282
PVT/INTERMEDIATE	Annual	$35,067.30	$36,021.83	$37,004.99	$38,017.65	$39,060.69	$40,135.01	$41,241.57	$42,381.33	$43,555.28	$44,764.44	$46,009.89	$47,292.69	$48,613.50	$49,974.46	$49,974.84	$51,376.63
	Weekly	$674.37	$692.73	$711.63	$731.11	$751.17	$771.83	$793.11	$815.03	$837.60	$860.85	$884.81	$909.47	$934.88	$961.05	$961.05	$988.01
	Hourly	$16.0565	$16.4935	$16.9437	$17.4073	$17.8849	$18.3768	$18.8835	$19.4054	$19.9429	$20.4965	$21.0668	$21.6542	$22.2589	$22.8821	$22.8823	$23.5241
PVT/PARAMEDIC	Annual	$36,150.11	$37,104.63	$38,087.80	$39,100.46	$40,143.49	$41,217.82	$42,324.38	$43,464.14	$44,638.09	$45,847.25	$47,092.70	$48,375.50	$49,697.08	$51,058.00	$51,057.89	$52,459.84
	Weekly	$695.19	$713.55	$732.46	$751.93	$771.99	$792.65	$813.93	$835.85	$858.42	$881.68	$905.63	$930.30	$955.71	$981.88	$981.88	$1,008.84
	Hourly	$16.5522	$16.9893	$17.4395	$17.9031	$18.3807	$18.8726	$19.3793	$19.9012	$20.4387	$20.9923	$21.5626	$22.1500	$22.7551	$23.3782	$23.3780	$24.0201

LIEUTENANTS	Annual	$38,331.33	$39,481.27	$40,665.70	$41,885.68	$43,142.25	$44,436.51	$45,769.61	$47,142.70	$48,556.98	$50,013.69	$51,514.10	$53,059.52	$53,059.52	$54,651.31
	Weekly	$737.14	$759.26	$782.03	$805.49	$829.66	$854.55	$880.18	$906.59	$933.79	$961.80	$990.66	$1,020.38	$1,020.38	$1,050.99
	Hourly	$17.5510	$18.0775	$18.6198	$19.1784	$19.7538	$20.3464	$20.9568	$21.5855	$22.2330	$22.9000	$23.5870	$24.2947	$24.2947	$25.0235
LT/BASIC	Annual	$40,498.23	$41,648.17	$42,832.61	$44,052.58	$45,309.15	$46,603.42	$47,936.51	$49,309.60	$50,723.88	$52,180.59	$53,680.87	$55,226.46	$55,226.37	$56,818.11
	Weekly	$778.81	$800.93	$823.70	$847.16	$871.33	$896.22	$921.86	$948.26	$975.46	$1,003.47	$1,032.32	$1,062.05	$1,062.05	$1,092.66
	Hourly	$18.5431	$19.0697	$19.6120	$20.1706	$20.7459	$21.3386	$21.9490	$22.5777	$23.2252	$23.8922	$24.5792	$25.2868	$25.2871	$26.0156
LT/INTERMEDIATE	Annual	$41,581.04	$42,730.98	$43,915.42	$45,135.39	$46,391.96	$47,686.22	$49,019.32	$50,392.41	$51,806.69	$53,263.40	$54,763.37	$56,308.84	$56,309.23	$57,900.53
	Weekly	$799.64	$821.75	$844.53	$867.99	$892.15	$917.04	$942.68	$969.08	$996.28	$1,024.30	$1,053.14	$1,082.86	$1,082.87	$1,113.47
	Hourly	$19.0389	$19.5655	$20.1078	$20.6664	$21.2417	$21.8344	$22.4447	$23.0734	$23.7210	$24.3880	$25.0748	$25.7824	$25.7827	$26.5112
LT/PARAMEDIC	Annual	$42,663.85	$43,813.79	$44,998.23	$46,218.20	$47,474.77	$48,769.03	$50,102.13	$51,475.22	$52,889.50	$54,346.21	$55,846.99	$57,391.93	$57,392.33	$58,983.76
	Weekly	$820.46	$842.57	$865.35	$888.81	$912.98	$937.87	$963.50	$989.91	$1,017.11	$1,045.12	$1,073.98	$1,103.69	$1,103.70	$1,134.30
	Hourly	$19.5347	$20.0613	$20.6036	$21.1622	$21.7375	$22.3301	$22.9405	$23.5692	$24.2168	$24.8838	$25.5710	$26.2784	$26.2784	$27.0072

CAPTAINS	Annual	$42,529.78	$43,805.67	$45,119.84	$46,473.44	$47,867.64	$49,303.67	$50,782.78	$52,306.26	$53,875.45	$55,491.72	$57,156.47	$58,871.16	$58,871.16	$60,637.30
	Weekly	$817.88	$842.42	$867.69	$893.72	$920.53	$948.15	$976.59	$1,005.89	$1,036.07	$1,067.15	$1,099.16	$1,132.14	$1,132.14	$1,166.10
	Hourly	$19.4733	$20.0575	$20.6593	$21.2790	$21.9174	$22.5749	$23.2522	$23.9498	$24.6682	$25.4083	$26.1705	$26.9557	$26.9557	$27.7643
CAPT/BASIC	Annual	$44,696.68	$45,972.57	$47,286.74	$48,640.34	$50,034.54	$51,470.57	$52,949.68	$54,473.17	$56,042.35	$57,658.62	$59,323.23	$61,038.08	$61,037.98	$62,804.05
	Weekly	$859.55	$884.09	$909.36	$935.39	$962.20	$989.82	$1,018.26	$1,047.56	$1,077.74	$1,108.82	$1,140.83	$1,173.81	$1,173.81	$1,207.77
	Hourly	$20.4655	$21.0497	$21.6514	$22.2712	$22.9096	$23.5671	$24.2444	$24.9419	$25.6604	$26.4005	$27.1627	$27.9478	$27.9481	$28.7564
CAPT/INTERMEDIATE	Annual	$45,779.49	$47,055.38	$48,369.55	$49,723.15	$51,117.35	$52,553.38	$54,032.49	$55,555.98	$57,125.16	$58,741.43	$60,405.73	$62,120.43	$62,120.82	$63,886.93
	Weekly	$880.37	$904.91	$930.18	$956.21	$983.03	$1,010.64	$1,039.09	$1,068.38	$1,098.56	$1,129.64	$1,161.65	$1,194.62	$1,194.63	$1,228.59
	Hourly	$20.9613	$21.5455	$22.1472	$22.7670	$23.4054	$24.0629	$24.7402	$25.4377	$26.1562	$26.8963	$27.6583	$28.4434	$28.4437	$29.2523
CAPT/PARAMEDIC	Annual	$46,862.30	$48,138.19	$49,452.36	$50,805.96	$52,200.16	$53,636.19	$55,115.30	$56,638.78	$58,207.97	$59,824.24	$61,489.33	$63,204.00	$63,203.88	$64,970.12
	Weekly	$901.20	$925.73	$951.01	$977.04	$1,003.85	$1,031.47	$1,059.91	$1,089.21	$1,119.38	$1,150.47	$1,182.49	$1,215.46	$1,215.46	$1,249.43
	Hourly	$21.4571	$22.0413	$22.6430	$23.2628	$23.9012	$24.5587	$25.2359	$25.9335	$26.6520	$27.3920	$28.1545	$28.9396	$28.9395	$29.7482

BATALLION CHIEFS	Annual	$48,752.08	$50,214.65	$51,721.09	$53,272.72	$54,870.90	$56,517.03	$58,212.54	$59,958.92	$61,757.68	$63,610.41	$65,518.73	$65,518.73	$67,484.29
	Weekly	$937.54	$965.67	$994.64	$1,024.48	$1,055.21	$1,086.87	$1,119.47	$1,153.06	$1,187.65	$1,223.28	$1,259.98	$1,259.98	$1,297.77
	Hourly	$22.3224	$22.9921	$23.6818	$24.3923	$25.1240	$25.8778	$26.6541	$27.4537	$28.2773	$29.1256	$29.9994	$29.9994	$30.8994
BC/BASIC	Annual	$50,918.99	$52,381.55	$53,887.99	$55,439.62	$57,037.80	$58,683.93	$60,379.44	$62,125.82	$63,924.58	$65,777.17	$67,685.62	$67,685.52	$69,651.00
	Weekly	$979.21	$1,007.34	$1,036.31	$1,066.15	$1,096.88	$1,128.54	$1,161.14	$1,194.73	$1,229.32	$1,264.95	$1,301.65	$1,301.64	$1,339.44
	Hourly	$23.3146	$23.9842	$24.6740	$25.3844	$26.1162	$26.8699	$27.6463	$28.4459	$29.2695	$30.1178	$30.9916	$30.9915	$31.8915
BC/INTERMEDIATE	Annual	$52,001.80	$53,464.36	$54,970.80	$56,522.43	$58,120.61	$59,766.74	$61,462.25	$63,208.63	$65,007.39	$66,859.66	$68,767.95	$68,768.33	$70,733.83
	Weekly	$1,000.03	$1,028.16	$1,057.13	$1,086.97	$1,117.70	$1,149.36	$1,181.97	$1,215.55	$1,250.14	$1,285.76	$1,322.46	$1,322.47	$1,360.27
	Hourly	$23.8103	$24.4800	$25.1698	$25.8802	$26.6120	$27.3657	$28.1421	$28.9417	$29.7653	$30.6134	$31.4872	$31.4874	$32.3873
BC/PARAMEDIC	Annual	$53,084.61	$54,547.17	$56,053.61	$57,605.24	$59,203.42	$60,849.55	$62,545.06	$64,291.44	$66,090.20	$67,943.24	$69,851.48	$69,851.36	$71,816.95
	Weekly	$1,020.86	$1,048.98	$1,077.95	$1,107.79	$1,138.53	$1,170.18	$1,202.79	$1,236.37	$1,270.97	$1,306.60	$1,343.30	$1,343.30	$1,381.10
	Hourly	$24.3061	$24.9758	$25.6656	$26.3760	$27.1078	$27.8615	$28.6378	$29.4375	$30.2611	$31.1095	$31.9833	$31.9832	$32.8832

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

FIRE FIGHTER WAGE SCHEDULE July 1, 2014 - June 30, 2015

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	$32,453.94	$33,427.56	$34,430.38	$35,463.29	$36,527.19	$37,623.01	$38,751.70	$39,914.25	$41,111.68	$42,345.03	$43,615.38	$44,923.84	$46,271.56	$47,659.70	$47,659.70	$49,089.49
	Weekly	$624.11	$642.84	$662.12	$681.99	$702.45	$723.52	$745.22	$767.58	$790.61	$814.33	$838.76	$863.92	$889.84	$916.53	$916.53	$944.03
	Hourly	$14.8599	$15.3057	$15.7648	$16.2378	$16.7249	$17.2267	$17.7435	$18.2758	$18.8240	$19.3887	$19.9704	$20.5695	$21.1866	$21.8222	$21.8222	$22.4769
PVT/BASIC	Annual	$34,664.18	$35,637.80	$36,640.62	$37,673.53	$38,737.43	$39,833.25	$40,961.94	$42,124.49	$43,321.92	$44,555.27	$45,825.62	$47,134.08	$48,481.62	$49,869.91	$49,869.91	$51,299.54
	Weekly	$666.62	$685.34	$704.63	$724.49	$744.95	$766.02	$787.73	$810.09	$833.11	$856.83	$881.26	$906.42	$932.34	$959.04	$959.04	$986.53
	Hourly	$15.8719	$16.3177	$16.7768	$17.2498	$17.7369	$18.2387	$18.7555	$19.2878	$19.8360	$20.4008	$20.9824	$21.5815	$22.1985	$22.8342	$22.8343	$23.4888
PVT/INTERMEDIATE	Annual	$35,768.64	$36,742.26	$37,745.09	$38,778.00	$39,841.90	$40,937.71	$42,066.40	$43,228.96	$44,426.38	$45,659.73	$46,930.08	$48,238.55	$49,586.29	$50,973.94	$50,973.94	$52,404.16
	Weekly	$687.86	$706.58	$725.87	$745.73	$766.19	$787.26	$808.97	$831.33	$854.35	$878.07	$902.50	$927.66	$953.58	$980.27	$980.27	$1,007.77
	Hourly	$16.3776	$16.8234	$17.2825	$17.7555	$18.2426	$18.7444	$19.2612	$19.7935	$20.3418	$20.9065	$21.4881	$22.0872	$22.7043	$23.3397	$23.3397	$23.9946
PVT/PARAMEDIC	Annual	$36,873.11	$37,846.73	$38,849.55	$39,882.47	$40,946.36	$42,042.18	$43,170.87	$44,333.42	$45,530.85	$46,764.20	$48,034.55	$49,343.01	$50,690.50	$52,078.64	$52,078.64	$53,508.51
	Weekly	$709.10	$727.82	$747.11	$766.97	$787.43	$808.50	$830.21	$852.57	$875.59	$899.31	$923.74	$948.90	$974.82	$1,001.51	$1,001.51	$1,029.01
	Hourly	$16.8833	$17.3291	$17.7883	$18.2612	$18.7483	$19.2501	$19.7669	$20.2992	$20.8475	$21.4122	$21.9938	$22.5930	$23.2099	$23.8455	$23.8455	$24.5002
LIEUTENANTS	Annual	$39,097.95	$40,270.89	$41,479.02	$42,723.39	$44,005.09	$45,325.24	$46,685.00	$48,085.55	$49,528.12	$51,013.96	$52,544.38	$54,120.71	$54,120.71	$55,744.33		
	Weekly	$751.88	$774.44	$797.67	$821.60	$846.25	$871.64	$897.79	$924.72	$952.46	$981.04	$1,010.47	$1,040.78	$1,040.78	$1,072.01		
	Hourly	$17.9020	$18.4391	$18.9922	$19.5620	$20.1489	$20.7533	$21.3759	$22.0172	$22.6777	$23.3580	$24.0588	$24.7805	$24.7805	$25.5240		
LT/BASIC	Annual	$41,308.19	$42,481.13	$43,689.26	$44,933.63	$46,215.33	$47,535.48	$48,895.24	$50,295.79	$51,738.36	$53,224.20	$54,754.49	$56,330.47	$56,330.89	$57,954.47		
	Weekly	$794.39	$816.94	$840.18	$864.11	$888.76	$914.14	$940.29	$967.23	$994.97	$1,023.54	$1,052.97	$1,083.28	$1,083.29	$1,114.51		
	Hourly	$18.9140	$19.4511	$20.0042	$20.5740	$21.1609	$21.7653	$22.3879	$23.0292	$23.6897	$24.3701	$25.0707	$25.7923	$25.7925	$26.5359		

LT/INTERMEDIATE	Annual	$42,412.66	$43,585.60	$44,793.72	$46,038.09	$47,319.80	$48,639.95	$49,999.71	$51,400.26	$52,842.82	$54,328.67	$55,858.64	$57,435.02	$57,435.41	$59,059.06
	Weekly	$815.63	$838.18	$861.42	$885.35	$910.00	$935.38	$961.53	$988.47	$1,016.21	$1,044.78	$1,074.20	$1,104.52	$1,104.53	$1,135.75
	Hourly	$19.4197	$19.9568	$20.5099	$21.0797	$21.6666	$22.2710	$22.8936	$23.5349	$24.1954	$24.8758	$25.5763	$26.2981	$26.2983	$27.0417
LT/PARAMEDIC	Annual	$43,517.12	$44,690.06	$45,898.19	$47,142.56	$48,424.26	$49,744.41	$51,104.17	$52,504.72	$53,947.29	$55,433.13	$56,963.41	$58,539.76	$58,539.65	$60,163.44
	Weekly	$836.87	$859.42	$882.66	$906.59	$931.24	$956.62	$982.77	$1,009.71	$1,037.45	$1,066.02	$1,095.45	$1,125.76	$1,125.76	$1,156.99
	Hourly	$19.9254	$20.4625	$21.0157	$21.5854	$22.1723	$22.7767	$23.3993	$24.0406	$24.7011	$25.3815	$26.0821	$26.8039	$26.8039	$27.5474
CAPTAINS	Annual	$43,380.37	$44,681.79	$46,022.24	$47,402.91	$48,824.99	$50,289.74	$51,798.44	$53,352.39	$54,952.96	$56,601.55	$58,299.60	$60,048.58	$60,048.56	$61,850.04
	Weekly	$834.24	$859.27	$885.04	$911.59	$938.94	$967.11	$996.12	$1,026.01	$1,056.79	$1,088.49	$1,121.15	$1,154.78	$1,154.78	$1,189.42
	Hourly	$19.8628	$20.4587	$21.0725	$21.7046	$22.3558	$23.0264	$23.7172	$24.4287	$25.1616	$25.9165	$26.6940	$27.4948	$27.4948	$28.3196
CAPT/BASIC	Annual	$45,590.61	$46,892.03	$48,232.48	$49,613.15	$51,035.23	$52,499.98	$54,008.68	$55,562.63	$57,163.20	$58,811.79	$60,509.70	$62,258.84	$62,258.74	$64,060.13
	Weekly	$876.74	$901.77	$927.55	$954.10	$981.45	$1,009.62	$1,038.63	$1,068.51	$1,099.29	$1,131.00	$1,163.65	$1,197.29	$1,197.28	$1,231.93
	Hourly	$20.8748	$21.4707	$22.0845	$22.7166	$23.3678	$24.0385	$24.7292	$25.4408	$26.1736	$26.9285	$27.7059	$28.5068	$28.5068	$29.3316
CAPT/INTERMEDIATE	Annual	$46,695.08	$47,996.49	$49,336.95	$50,717.61	$52,139.70	$53,604.45	$55,113.14	$56,667.10	$58,267.67	$59,916.26	$61,613.84	$63,362.84	$63,363.23	$65,164.67
	Weekly	$897.98	$923.01	$948.79	$975.34	$1,002.69	$1,030.85	$1,059.87	$1,089.75	$1,120.53	$1,152.24	$1,184.88	$1,218.52	$1,218.52	$1,253.17
	Hourly	$21.3805	$21.9764	$22.5902	$23.2224	$23.8735	$24.5442	$25.2350	$25.9465	$26.6793	$27.4342	$28.2115	$29.0123	$29.0125	$29.8373
CAPT/PARAMEDIC	Annual	$47,799.55	$49,100.96	$50,441.41	$51,822.08	$53,244.17	$54,708.92	$56,217.61	$57,771.56	$59,372.13	$61,020.72	$62,718.59	$64,467.56	$64,467.44	$66,269.01
	Weekly	$919.22	$944.25	$970.03	$996.58	$1,023.93	$1,052.09	$1,081.11	$1,110.99	$1,141.77	$1,173.48	$1,206.13	$1,239.76	$1,239.76	$1,274.40
	Hourly	$21.8862	$22.4821	$23.0959	$23.7281	$24.3792	$25.0499	$25.7407	$26.4522	$27.1850	$27.9399	$28.7173	$29.5181	$29.5181	$30.3430

BATALLION CHIEFS	Annual	$49,727.13	$51,218.94	$52,755.51	$54,338.17	$55,968.32	$57,647.37	$59,376.79	$61,158.09	$62,992.84	$64,882.62	$66,829.10	$66,829.10	$68,833.97
	Weekly	$956.29	$984.98	$1,014.53	$1,044.96	$1,076.31	$1,108.60	$1,141.86	$1,176.12	$1,211.40	$1,247.74	$1,285.18	$1,285.18	$1,323.73
	Hourly	$22.7688	$23.4519	$24.1555	$24.8801	$25.6265	$26.3953	$27.1872	$28.0028	$28.8429	$29.7082	$30.5994	$30.5994	$31.5174
BC/BASIC	Annual	$51,937.37	$53,429.18	$54,965.75	$56,548.41	$58,178.56	$59,857.61	$61,587.03	$63,368.33	$65,203.08	$67,092.71	$69,039.33	$69,039.23	$71,044.02
	Weekly	$998.80	$1,027.48	$1,057.03	$1,087.47	$1,118.82	$1,151.11	$1,184.37	$1,218.62	$1,253.91	$1,290.24	$1,327.68	$1,327.68	$1,366.23
	Hourly	$23.7808	$24.4639	$25.1675	$25.8921	$26.6385	$27.4073	$28.1992	$29.0148	$29.8549	$30.7201	$31.6114	$31.6114	$32.5293
BC/INTERMEDIATE	Annual	$53,041.83	$54,533.65	$56,070.21	$57,652.88	$59,283.02	$60,962.07	$62,691.50	$64,472.80	$66,307.54	$68,196.85	$70,143.83	$70,143.70	$72,148.50
	Weekly	$1,020.04	$1,048.72	$1,078.27	$1,108.71	$1,140.06	$1,172.35	$1,205.61	$1,239.86	$1,275.15	$1,311.48	$1,348.92	$1,348.92	$1,387.47
	Hourly	$24.2866	$24.9696	$25.6732	$26.3978	$27.1442	$27.9130	$28.7049	$29.5205	$30.3606	$31.2257	$32.1171	$32.1171	$33.0350
BC/PARAMEDIC	Annual	$54,146.30	$55,638.11	$57,174.68	$58,757.35	$60,387.49	$62,066.54	$63,795.96	$65,577.26	$67,412.01	$69,301.59	$71,247.99	$71,247.87	$73,252.77
	Weekly	$1,041.27	$1,069.96	$1,099.51	$1,129.95	$1,161.30	$1,193.59	$1,226.85	$1,261.10	$1,296.38	$1,332.72	$1,370.15	$1,370.15	$1,408.71
	Hourly	$24.7923	$25.4753	$26.1789	$26.9035	$27.6499	$28.4187	$29.2106	$30.0262	$30.8663	$31.7315	$32.6227	$32.6227	$33.5406

*Firefighters must successfully complete performance evaluations in order to receive next higher step on the wage schedule. Steps are suspended effective 6/30/14. Firefighters will not advance in steps for FY 2015 and FY 2016

FIRE FIGHTER WAGE SCHEDULE July 1, 2015 - June 30, 2016

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	$33,103.02	$34,096.11	$35,118.99	$36,172.56	$37,257.74	$38,375.47	$39,526.73	$40,712.54	$41,933.91	$43,191.93	$44,487.69	$45,822.32	$47,196.99	$48,612.90	$48,612.90	$50,071.28
	Weekly	$636.60	$655.69	$675.37	$695.63	$716.49	$737.99	$760.13	$782.93	$806.42	$830.61	$855.53	$881.20	$907.63	$934.86	$934.86	$962.91
	Hourly	$15.1571	$15.6118	$16.0801	$16.5625	$17.0594	$17.5712	$18.0983	$18.6413	$19.2005	$19.7765	$20.3698	$20.9809	$21.6103	$22.2587	$22.2587	$22.9264
PVT/BASIC	Annual	$35,357.46	$36,350.55	$37,373.44	$38,427.01	$39,512.18	$40,629.91	$41,781.18	$42,966.98	$44,188.36	$45,446.37	$46,742.13	$48,076.76	$49,451.26	$50,867.31	$50,867.31	$52,325.53
	Weekly	$679.95	$699.05	$718.72	$738.98	$759.85	$781.34	$803.48	$826.29	$849.78	$873.97	$898.89	$924.55	$950.99	$978.22	$978.22	$1,006.26
	Hourly	$16.1893	$16.6440	$17.1124	$17.5948	$18.0917	$18.6034	$19.1306	$19.6735	$20.2328	$20.8088	$21.4021	$22.0132	$22.6425	$23.2909	$23.2909	$23.9586
PVT/INTERMEDIATE	Annual	$36,484.02	$37,477.11	$38,499.99	$39,553.56	$40,638.74	$41,756.47	$42,907.73	$44,093.54	$45,314.91	$46,572.93	$47,868.69	$49,203.32	$50,578.02	$51,993.94	$51,993.94	$53,452.24
	Weekly	$701.62	$720.71	$740.38	$760.65	$781.51	$803.01	$825.15	$847.95	$871.44	$895.63	$920.55	$946.22	$972.65	$999.88	$999.88	$1,027.93
	Hourly	$16.7051	$17.1598	$17.6282	$18.1106	$18.6075	$19.1193	$19.6464	$20.1893	$20.7486	$21.3246	$21.9179	$22.5290	$23.1584	$23.8068	$23.8068	$24.4745
PVT/PARAMEDIC	Annual	$37,610.57	$38,603.66	$39,626.55	$40,680.11	$41,765.29	$42,883.02	$44,034.29	$45,220.09	$46,441.47	$47,699.48	$48,995.24	$50,329.87	$51,704.31	$53,120.22	$53,120.22	$54,578.68
	Weekly	$723.28	$742.38	$762.05	$782.31	$803.18	$824.67	$846.81	$869.62	$893.11	$917.30	$942.22	$967.88	$994.31	$1,021.54	$1,021.54	$1,049.59
	Hourly	$17.2210	$17.6757	$18.1440	$18.6264	$19.1233	$19.6351	$20.1622	$20.7052	$21.2644	$21.8404	$22.4337	$23.0448	$23.6741	$24.3224	$24.3224	$24.9902
LIEUTENANTS	Annual	$39,879.91	$41,076.31	$42,308.60	$43,577.86	$44,885.19	$46,231.75	$47,618.70	$49,047.26	$50,518.68	$52,034.24	$53,595.27	$55,203.13	$55,203.13	$56,859.22		
	Weekly	$766.92	$789.93	$813.63	$838.04	$863.18	$889.07	$915.74	$943.22	$971.51	$1,000.66	$1,030.68	$1,061.60	$1,061.60	$1,093.45		
	Hourly	$18.2600	$18.8078	$19.3721	$19.9532	$20.5518	$21.1684	$21.8034	$22.4575	$23.1313	$23.8252	$24.5400	$25.2762	$25.2762	$26.0344		
LT/BASIC	Annual	$42,134.36	$43,330.75	$44,563.04	$45,832.30	$47,139.64	$48,486.19	$49,873.15	$51,301.71	$52,773.12	$54,288.68	$55,849.58	$57,457.08	$57,457.08	$59,113.56		
	Weekly	$810.28	$833.28	$856.98	$881.39	$906.53	$932.43	$959.10	$986.57	$1,014.87	$1,044.01	$1,074.03	$1,104.94	$1,104.94	$1,136.80		
	Hourly	$19.2923	$19.8401	$20.4043	$20.9855	$21.5841	$22.2006	$22.8357	$23.4898	$24.1635	$24.8575	$25.5722	$26.3082	$26.3082	$27.0666		

LT/INTERMEDIATE	Annual	$43,260.91	$44,457.31	$45,689.60	$46,958.86	$48,266.19	$49,612.75	$50,999.70	$52,428.26	$53,899.68	$55,415.24	$56,976.33	$58,584.24	$58,584.24	$60,240.24
	Weekly	$831.94	$854.95	$878.65	$903.05	$928.20	$954.09	$980.76	$1,008.24	$1,036.53	$1,065.68	$1,095.70	$1,126.62	$1,126.62	$1,158.47
	Hourly	$19.8081	$20.3559	$20.9201	$21.5013	$22.0999	$22.7165	$23.3515	$24.0056	$24.6793	$25.3733	$26.0881	$26.8243	$26.8243	$27.5825
LT/PARAMEDIC	Annual	$44,387.47	$45,583.86	$46,816.15	$48,085.41	$49,392.75	$50,739.30	$52,126.26	$53,554.82	$55,026.23	$56,541.79	$58,102.67	$59,710.56	$59,710.56	$61,366.71
	Weekly	$853.61	$876.61	$900.31	$924.72	$949.86	$975.76	$1,002.43	$1,029.90	$1,058.20	$1,087.34	$1,117.36	$1,148.28	$1,148.28	$1,180.13
	Hourly	$20.3239	$20.8717	$21.4360	$22.0171	$22.6157	$23.2323	$23.8673	$24.5214	$25.1952	$25.8891	$26.6038	$27.3400	$27.3400	$28.0983
CAPTAINS	Annual	$44,247.98	$45,575.42	$46,942.68	$48,350.97	$49,801.49	$51,295.54	$52,834.41	$54,419.44	$56,052.02	$57,733.58	$59,465.59	$61,249.56	$61,249.56	$63,087.04
	Weekly	$850.92	$876.45	$902.74	$929.83	$957.72	$986.45	$1,016.05	$1,046.53	$1,077.92	$1,110.26	$1,143.57	$1,177.88	$1,177.88	$1,213.21
	Hourly	$20.2601	$20.8679	$21.4939	$22.1387	$22.8029	$23.4870	$24.1916	$24.9173	$25.6648	$26.4348	$27.2278	$28.0447	$28.0447	$28.8860
CAPT/BASIC	Annual	$46,502.43	$47,829.87	$49,197.13	$50,605.41	$52,055.94	$53,549.98	$55,088.85	$56,673.88	$58,306.47	$59,988.03	$61,719.89	$63,504.01	$63,504.01	$65,341.33
	Weekly	$894.28	$919.81	$946.10	$973.18	$1,001.08	$1,029.81	$1,059.40	$1,089.88	$1,121.28	$1,153.62	$1,186.92	$1,221.23	$1,221.23	$1,256.56
	Hourly	$21.2923	$21.9001	$22.5262	$23.1710	$23.8351	$24.5192	$25.2238	$25.9496	$26.6971	$27.4670	$28.2600	$29.0769	$29.0769	$29.9182
CAPT/INTERMEDIATE	Annual	$47,628.98	$48,956.42	$50,323.68	$51,731.96	$53,182.49	$54,676.54	$56,215.40	$57,800.44	$59,433.02	$61,114.58	$62,846.64	$64,630.62	$64,630.62	$66,467.97
	Weekly	$915.94	$941.47	$967.76	$994.85	$1,022.74	$1,051.47	$1,081.07	$1,111.55	$1,142.94	$1,175.28	$1,208.59	$1,242.90	$1,242.90	$1,278.23
	Hourly	$21.8081	$22.4159	$23.0420	$23.6868	$24.3510	$25.0350	$25.7397	$26.4654	$27.2129	$27.9829	$28.7759	$29.5928	$29.5928	$30.4341
CAPT/PARAMEDIC	Annual	$48,755.54	$50,082.98	$51,450.24	$52,858.52	$54,309.05	$55,803.09	$57,341.96	$58,926.99	$60,559.58	$62,241.14	$63,972.96	$65,756.91	$65,756.91	$67,594.39
	Weekly	$937.61	$963.13	$989.43	$1,016.51	$1,044.40	$1,073.14	$1,102.73	$1,133.21	$1,164.61	$1,196.94	$1,230.25	$1,264.56	$1,264.56	$1,299.89
	Hourly	$22.3240	$22.9318	$23.5578	$24.2026	$24.8668	$25.5509	$26.2555	$26.9812	$27.7287	$28.4987	$29.2917	$30.1085	$30.1085	$30.9498

BATALLION CHIEFS	Annual	$50,721.67	$52,243.32	$53,810.62	$55,424.94	$57,087.69	$58,800.32	$60,564.33	$62,381.26	$64,252.69	$66,180.27	$68,165.68	$68,165.68	$70,210.65
	Weekly	$975.42	$1,004.68	$1,034.82	$1,065.86	$1,097.84	$1,130.78	$1,164.70	$1,199.64	$1,235.63	$1,272.70	$1,310.88	$1,310.88	$1,350.20
	Hourly	$23.2242	$23.9209	$24.6386	$25.3777	$26.1391	$26.9232	$27.7309	$28.5628	$29.4197	$30.3023	$31.2114	$31.2114	$32.1477
BC/BASIC	Annual	$52,976.11	$54,497.76	$56,065.06	$57,679.38	$59,342.13	$61,054.76	$62,818.77	$64,635.70	$66,507.14	$68,434.57	$70,420.12	$70,420.12	$72,464.90
	Weekly	$1,018.77	$1,048.03	$1,078.17	$1,109.22	$1,141.19	$1,174.13	$1,208.05	$1,242.99	$1,278.98	$1,316.05	$1,354.23	$1,354.23	$1,393.56
	Hourly	$24.2565	$24.9532	$25.6708	$26.4100	$27.1713	$27.9555	$28.7632	$29.5951	$30.4520	$31.3345	$32.2436	$32.2436	$33.1799
BC/INTERMEDIATE	Annual	$54,102.67	$55,624.32	$57,191.62	$58,805.94	$60,468.69	$62,181.32	$63,945.33	$65,762.26	$67,633.69	$69,561.31	$71,546.70	$71,546.70	$73,591.47
	Weekly	$1,040.44	$1,069.70	$1,099.84	$1,130.88	$1,162.86	$1,195.79	$1,229.72	$1,264.66	$1,300.65	$1,337.72	$1,375.90	$1,375.90	$1,415.22
	Hourly	$24.7723	$25.4690	$26.1866	$26.9258	$27.6871	$28.4713	$29.2790	$30.1109	$30.9678	$31.8504	$32.7595	$32.7595	$33.6957
BC/PARAMEDIC	Annual	$55,229.22	$56,750.87	$58,318.17	$59,932.49	$61,595.24	$63,307.87	$65,071.88	$66,888.81	$68,760.25	$70,687.62	$72,672.95	$72,672.95	$74,717.82
	Weekly	$1,062.10	$1,091.36	$1,121.50	$1,152.55	$1,184.52	$1,217.46	$1,251.38	$1,286.32	$1,322.31	$1,359.38	$1,397.56	$1,397.56	$1,436.88
	Hourly	$25.2881	$25.9848	$26.7025	$27.4416	$28.2029	$28.9871	$29.7948	$30.6267	$31.4836	$32.3661	$33.2752	$33.2752	$34.2115

*Firefighters must successfully complete performance evaluations in order to receive next higher step on the wage schedule. Steps are suspended effective 6/30/14. Firefighters will not advance steps in FY 2015 and FY 2016.

Difference																
Pvt. To Pvt. Basic	$43.35	$43.35	$43.35	$43.35	$43.35	$43.35	$43.35	$43.35	$43.35	$43.35	$43.35	$43.35	$43.35	$43.35	$43.36	$43.35
Pvt. Basic to Pvt Int.	$65.02	$65.02	$65.02	$65.02	$65.02	$65.02	$65.02	$65.02	$65.02	$65.02	$65.02	$65.02	$65.02	$65.02	$65.02	$65.02
Pvt. Int to Pvt. Para.	$86.68	$86.68	$86.68	$86.68	$86.68	$86.68	$86.68	$86.68	$86.68	$86.68	$86.68	$86.68	$86.68	$86.68	$86.68	$86.68
Lt. To Lt. Basic	$43.35	$43.35	$43.35	$43.35	$43.35	$43.35	$43.35	$43.35	$43.35	$43.35	$43.35	$43.35	$43.34	$43.35		
Lt. Basic to Lt Int.	$65.02	$65.02	$65.02	$65.02	$65.02	$65.02	$65.02	$65.02	$65.02	$65.02	$65.02	$65.02	$65.02	$65.02		
Lt. Int to Lt. Para.	$86.68	$86.68	$86.68	$86.68	$86.68	$86.68	$86.68	$86.68	$86.68	$86.68	$86.68	$86.68	$86.68	$86.68		
Capt.. To Capt. Basic	$43.35	$43.35	$43.35	$43.35	$43.35	$43.35	$43.35	$43.35	$43.35	$43.35	$43.35	$43.35	$43.35	$43.35		
Capt. Basic to Capt. Int.	$65.02	$65.02	$65.02	$65.02	$65.02	$65.02	$65.02	$65.02	$65.02	$65.02	$65.02	$65.02	$65.02	$65.02		
Capt. Int to Capt. Para.	$86.68	$86.68	$86.68	$86.68	$86.68	$86.68	$86.68	$86.68	$86.68	$86.68	$86.68	$86.68	$86.68	$86.68		
PC. To PC. Basic	$43.35	$43.35	$43.35	$43.35	$43.35	$43.35	$43.35	$43.35	$43.35	$43.35	$43.35	$43.35	$43.35			
PC. Basic to PC Int.	$65.02	$65.02	$65.02	$65.02	$65.02	$65.02	$65.02	$65.02	$65.02	$65.02	$65.02	$65.02	$65.02			
PC. Int to PC. Para.	$86.68	$86.68	$86.68	$86.68	$86.68	$86.68	$86.68	$86.68	$86.68	$86.68	$86.68	$86.68	$86.68			

Fire Prevention Officer Wage Chart

January 1, 2009 - November 30, 2009

	ENTRY	1st Anniv	2nd Anniv	3rd Anniv	4th Anniv	5th Anniv	6th Anniv	7th Anniv	8th Anniv	9th Anniv	10th Anniv	11th Anniv
Annual	$44,610.60	$45,948.97	$47,327.10	$48,746.91	$50,209.32	$51,715.60	$53,267.07	$54,865.08	$56,511.03	$58,206.36	$59,952.55	$61,751.13
Weekly	$857.90	$883.63	$910.14	$937.44	$965.56	$994.53	$1,024.37	$1,055.10	$1,086.75	$1,119.35	$1,152.93	$1,187.52
Hourly	$22.8772	$23.5636	$24.2703	$24.9984	$25.7484	$26.5208	$27.3164	$28.1359	$28.9800	$29.8494	$30.7449	$31.6672

December 1, 2009 - December 31, 2009 (2% Wage Increase)

1.02	ENTRY	1st Anniv	2nd Anniv	3rd Anniv	4th Anniv	5th Anniv	6th Anniv	7th Anniv	8th Anniv	9th Anniv	10th Anniv	11th Anniv
Annual	$45,502.81	$46,867.95	$48,273.64	$49,721.85	$51,213.51	$52,749.91	$54,332.41	$55,962.38	$57,641.25	$59,370.49	$61,151.61	$62,986.15
Weekly	$875.05	$901.31	$928.34	$956.19	$984.88	$1,014.42	$1,044.85	$1,076.20	$1,108.49	$1,141.74	$1,175.99	$1,211.27
Hourly	$23.3348	$24.0348	$24.7557	$25.4984	$26.2633	$27.0512	$27.8628	$28.6987	$29.5596	$30.4464	$31.3598	$32.3006

January 1, 2010 - December 31, 2011 (2% Wage Increase)

1.02	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
Annual	$46,412.87	$47,805.31	$49,239.12	$50,716.29	$52,237.78	$53,804.91	$55,419.06	$57,081.63	$58,794.08	$60,557.90	$62,374.64	$64,245.88	$64,245.88	$66,173.64
Weekly	$892.56	$919.33	$946.91	$975.31	$1,004.57	$1,034.71	$1,065.75	$1,097.72	$1,130.66	$1,164.58	$1,199.51	$1,235.50	$1,235.50	$1,272.57
Hourly	$23.8015	$24.5155	$25.2508	$26.0084	$26.7886	$27.5923	$28.4200	$29.2726	$30.1508	$31.0553	$31.9870	$32.9466	$32.9466	$33.9352

January 1, 2012 - December 31, 2012 (2% Wage Increase)

1.02	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
Annual	$47,341.13	$48,761.42	$50,223.90	$51,730.61	$53,282.53	$54,881.01	$56,527.44	$58,223.26	$59,969.96	$61,769.06	$63,622.13	$65,530.79	$65,530.92	$67,497.11
Weekly	$910.41	$937.72	$965.84	$994.82	$1,024.66	$1,055.40	$1,087.07	$1,119.68	$1,153.27	$1,187.87	$1,223.50	$1,260.21	$1,260.21	$1,298.02
Hourly	$24.2775	$25.0059	$25.7558	$26.5285	$27.3244	$28.1441	$28.9884	$29.8581	$30.7538	$31.6764	$32.6267	$33.6055	$33.6056	$34.6139

January 1, 2013 - June 30,2013 (0% Wage Increase)

1	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
Annual	$47,341.13	$48,761.42	$50,223.90	$51,730.61	$53,282.53	$54,881.01	$56,527.44	$58,223.26	$59,969.96	$61,769.06	$63,622.13	$65,530.79	$65,530.92	$67,497.11
Weekly	$910.41	$937.72	$965.84	$994.82	$1,024.66	$1,055.40	$1,087.07	$1,119.68	$1,153.27	$1,187.87	$1,223.50	$1,260.21	$1,260.21	$1,298.02
Hourly	$24.2775	$25.0059	$25.7558	$26.5285	$27.3244	$28.1441	$28.9884	$29.8581	$30.7538	$31.6764	$32.6267	$33.6055	$33.6056	$34.6139

July 1, 2013 - June 30, 2014 (0% Wage Increase)

1	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
Annual	$47,341.13	$48,761.42	$50,223.90	$51,730.61	$53,282.53	$54,881.01	$56,527.44	$58,223.26	$59,969.96	$61,769.06	$63,622.13	$65,530.79	$65,530.92	$67,497.11
Weekly	$910.41	$937.72	$965.84	$994.82	$1,024.66	$1,055.40	$1,087.07	$1,119.68	$1,153.27	$1,187.87	$1,223.50	$1,260.21	$1,260.21	$1,298.02
Hourly	$24.2775	$25.0059	$25.7558	$26.5285	$27.3244	$28.1441	$28.9884	$29.8581	$30.7538	$31.6764	$32.6267	$33.6055	$33.6056	$34.6139

July 1, 2014 - June 30, 2015 (2% Wage Increase)

1.02	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
Annual	$48,287.95	$49,736.64	$51,228.38	$52,765.23	$54,348.18	$55,978.63	$57,657.99	$59,387.73	$61,169.36	$63,004.44	$64,894.57	$66,841.41	$66,841.54	$68,847.06
Weekly	$928.61	$956.47	$985.16	$1,014.72	$1,045.16	$1,076.51	$1,108.81	$1,142.07	$1,176.33	$1,211.62	$1,247.97	$1,285.41	$1,285.41	$1,323.98
Hourly	$24.7631	$25.5060	$26.2710	$27.0591	$27.8709	$28.7070	$29.5682	$30.4552	$31.3689	$32.3100	$33.2793	$34.2776	$34.2777	$35.3062

July 1, 2015 - June 30, 2016 (2% Wage Increase)

1.02	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
Annual	$49,253.71	$50,731.38	$52,252.94	$53,820.53	$55,435.15	$57,098.20	$58,811.15	$60,575.48	$62,392.75	$64,264.53	$66,192.46	$68,178.24	$68,178.37	$70,224.00
Weekly	$947.19	$975.60	$1,004.86	$1,035.01	$1,066.06	$1,098.04	$1,130.98	$1,164.91	$1,199.86	$1,235.86	$1,272.93	$1,311.12	$1,311.12	$1,350.46
Hourly	$25.2583	$26.0161	$26.7964	$27.6003	$28.4283	$29.2811	$30.1596	$31.0643	$31.9963	$32.9562	$33.9449	$34.9632	$34.9633	$36.0123

Steps are suspended effective 6/30/14. The FPO will not advance in steps in FY 2015 and FY 2016.

City Council
Agenda Information Sheet

City of Auburn

Council Meeting Date: December 16, 2013 **Order** 112-12162013*

Author: Phillip L. Crowell, Jr., Chief of Police

Item(s) checked below represent the subject matter related to this workshop item.

☐**Comprehensive Plan** ☐**Work Plan** ☐**Budget** ☐**Ordinance/Charter** ☒**Other Business*** ☐**Council Goals****

****If Council Goals please specify type:** ☐***Safety*** ☐***Economic Development*** ☐***Citizen Engagement***

Subject: **Transfer of Forfeiture Asset – Philip Moser.**

Information: The Auburn Police Department seeks to accept the following Criminal forfeited assets:

In May 2013, Auburn Police and Maine Drug Enforcement Agents executed a search warrant at a residence in Auburn based on a pervious drug arrest. The suspect arrested on drug charges earlier resided at the residence in Auburn with his father, Philip Moser.

During the execution of the search warrant, officers located and seized drugs and evidence of drug manufacturing and distribution. In addition, officers located and seized a loaded Rossi .357 Magnum revolver under the bed in the Mr. Moser's bedroom. The weapon was seized due to its close proximity to the drug manufacturing and distribution operation.

Mr. Moser was arrested on a charge of Aggravated Trafficking in Schedule X Drugs; Class B

Financial: The State of Maine, Office of the Attorney General, seeks to transfer one Rossi .357 Revolver, to the Auburn Police Department.

Action Requested at this Meeting: Vote to accept transfer of one Rossi .357 Revolver.

Previous Meetings and History: N/A

Attachments:

- Memo to City Manager
- Order 112-12162013

**Agenda items are not limited to these categories.*

Auburn Police Department

Memorandum

Phillip L. Crowell
Chief of Police

Jason D. Moen
Deputy Chief

Rita P. Beaudry
Executive Assistant

To: Clinton Deschene, City Manager

From: Phillip L. Crowell, Jr., Chief of Police

Date: November 26, 2013

Re: Criminal Forfeiture Funds – **Philip Moser**

The Auburn Police Department seeks to accept the following Criminal forfeited assets:

- **Superior Court Criminal Docket No. CR-13-633 – Philip Moser**
    - **Rossi .357 Revolver**

In May 2013, Auburn Police and Maine Drug Enforcement Agents executed a search warrant at a residence in Auburn based on a pervious drug arrest. The suspect arrested on drug charges earlier resided at the residence in Auburn with his father, Philip Moser.

During the execution of the search warrant, officers located and seized drugs and evidence of drug manufacturing and distribution. In addition, officers located and seized a loaded Rossi .357 Magnum revolver under the bed in the Mr. Moser's bedroom. The weapon was seized due to its close proximity to the drug manufacturing and distribution operation.

Mr. Moser was arrested on a charge of Aggravated Trafficking in Schedule X Drugs; Class B.

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Tizz E.H. Crowley, Ward One
Robert Hayes, Ward Two
Mary Lafontaine, Ward Three
Adam Lee, Ward Four

Leroy Walker, Ward Five
Belinda Gerry, At Large
David Young, At Large

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 112-12162013

ORDERED, that the municipality of Auburn, Maine, by and through its municipal officers, and does hereby grant approval pursuant to 15 M.R.S.A. §5824(3) & §5826(6) to the transfer of Defendant(s) in Rem (Philip Moser), or any portion thereof (one - Rossi .357 Revolver) on the grounds that the Auburn Police Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the municipality of Auburn, Maine does hereby approve of the transfer of the Defendant(s) in Rem (Philip Moser), or any portion thereof (one – Rossi .357 Revolver), pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) by vote of the Auburn municipal legislative body on or about December 16, 2013.

City Council
Agenda Information Sheet

City of Auburn

Council Meeting Date: December 16, 2013 **Order** 113-12162013*

Author: Phillip L. Crowell, Jr., Chief of Police

Item(s) checked below represent the subject matter related to this workshop item.

☐**Comprehensive Plan** ☐**Work Plan** ☐**Budget** ☐**Ordinance/Charter** ☒**Other Business*** ☐**Council Goals****

****If Council Goals please specify type:** ☒***Safety*** ☐***Economic Development*** ☐***Citizen Engagement***

Subject: Confirm Chief Crowell's appointment of David K. Brown II as a Constable with a firearm for the Auburn Police Department.

Information: The Auburn Police Department requests City Council appointment of David K. Brown II as a Constable with a firearm for the City of Auburn.

Financial: n/a

Action Requested at this Meeting: Motion to confirm Chief Crowell's appointment of David K. Brown II and as a Constable with a firearm for the Auburn Police Department.

Previous Meetings and History: n/a

Attachments:

- Memo from the Chief
- Order 113-12162013

**Agenda items are not limited to these categories.*

Auburn Police Department

Memorandum

Phillip L. Crowell
Chief of Police

Jason D. Moen
Deputy Chief

Rita P. Beaudry
Executive Assistant

To: Honorable Mayor Jonathan Labonte and Members of the City Council

From: Phillip L. Crowell, Jr., Chief of Police

Date: December 5, 2013

Re: CONSTABLE

We request that the following named person be named a Constable for the Auburn Police Department:

David K. Brown II	with Firearm	New Hire	Police Officer

60 COURT STREET • AUBURN, MAINE • 04210
PHONE: 207.333.6650 • WWW.AUBURNPD.COM
ADMINISTRATION FAX: 207.333.3855• PATROL/RECORDS FAX: 207.333.3856

Tizz E. H. Crowley, Ward One
Robert Hayes, Ward Two
Mary Lafontaine, Ward Three
Adam Lee, Ward Four

Leroy Walker, Ward Five
Belinda Gerry, At Large
David Young, At Large

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 113-12162013

ORDERED, that David K. Brown II be named a Constable with a firearm for the Auburn Police Department.

City Council
Agenda Information Sheet

City of Auburn

Council Meeting Date: December 16, 2013 **ORDER** 114-12162013*

Author: Denis D'Auteuil

Item(s) checked below represent the subject matter related to this workshop item.

☐**Comprehensive Plan** ☐**Work Plan** ☐**Budget** ☐**Ordinance/Charter** ☒**Other Business*** ☐**Council Goals****

****If Council Goals please specify type:** ☐***Safety*** ☐***Economic Development*** ☐***Citizen Engagement***

Subject: Tree Harvesting Discussion

Information: Based on the attached agenda request form City staff recommends that a review of tree harvesting operations in the City be reviewed by the Public Services Department, City Planner and Code Enforcement Officer. In addition this review should integrate the Council's direction to implement a Park's Commission. It is clear that a policy review of this issue would fall to a Parks Commission if currently in place.
In additon the City will review the proper allocation of revenues generated from future tree harvesting activities and permitting function of such activities. Until this review is completed staff recommends a moratorium of 180 days on all tree harvesting activities within the City. The next tree harvest is being coordinated by the Auburn School Department and is scheduled for the summer of 2014.

Financial: none

Action Requested at this Meeting:

Direct the City Manager to coordinate staff to work with all interested parties to review tree harvesting operations in the City. This review would consider the proper allocation of revenues generated from future tree harvesting activities, permitting function of such activities and integrate the Public Services Department with a Parks Commission on this process.

Until this review is completed The City Council hereby imposes a moratorium of 180 days on all tree harvesting activities within the City.

Previous Meetings and History: 12/02/2013 Council Workshop

Attachments:
Workshop Agenda Item Request Form submitted by Councilor Gerry
Order 114-12162013

**Agenda items are not limited to these categories.*

City Council
Workshop Agenda Item Request Form

City of Auburn

Requesting Councilor's Name: Belinda Gerry

Second Councilor Name: David C Young

Policy:

To clearly define the procedure/ in ordinance the harvesting of trees on City/School property, the need for a forestry/land use plan before harvest, acceptable use of the revenue generated and fair amount to be put in the Community Cords Program

Summary of Issue:

There is nothing now in place for the School to follow regarding revenues generated from the harvest of land adjacent to Schools. They have harvested trees without discussing their proposed project with the City Council, not sharing with us their forestry/land use plan and proposed use for the revenue generated.

Recommended Action for Consideration:

In regards to the recent discussions of the harvesting of trees on school properties and the fact that they have already harvested trees, I request the City Council to:

1. Discuss and consider the School's use of the revenues generated by this project.
2. Decide a fair amount (percentage) of money for the School Department to be turned over to the Community Cord's program from this and future projects.
3. To review the forestry/land use plan developed and implemented by the School Department in regards to this and future projects.
4. Request the School Committee and School Administration to be present to explain the process they followed to get them to the point of having trees harvested and revenue generated.
    a. Provide in our packet of information a copy of their forest/land use plan that covers this project and any other proposed projects for the future.
    b. Provide us a copy of the contract or contracts that they signed for the service and any other agency they may have partnered to do the harvesting, details concerning amount of land that trees were harvested on, type of trees, amount of wood taken and amount of money that this project generated.
    c. I would also request information to be provided on whether or not there was any communication with The Lewiston Auburn Community Forest Board, any consultation with them in regard to this proposed project and any recommendations they may have made.
    d. My final request of information to be provided by the School administration is was there any communication with any of our City's Departments like Public works, Park and Rec, our City's Arborist were they consulted or used the service of City Departments to help the School plan the project?

5. I request that the City Council have the committees, City Departments and vested parties of jurisdiction come back to the council with a proposed city ordinance to clearly define the procedure/ in ordinance the harvesting of trees on City/School property, the need for a forestry/land use plan before harvest, acceptable use of the revenue generated and fair amount to be put in the Community Cords Program

6. Request from the City of information:
   a. A copy of the Community resolve.
   b. Copies of any procedures, city policies, applicable state statutes for cutting city trees and distributing wood.
   c. Any written correspondence with our City Departments dealing with this issue and their response.

Existing Policy References (Comp. Plan, etc):

Resolve: Community Cords Program

Committees of Jurisdiction (if applicable):

In order for a workshop item to be considered for an upcoming Auburn City Council Workshop agenda, please complete the above and present it at any time to the Mayor and City Manager. Our goal is to have items requested on a workshop agenda within 90 days of the date received.

DO NOT WRITE BELOW THIS LINE

Date Received: Received By:
(City Manager)

Date Received: Received By:
(Mayor)

90 Day Date:

Staff Assigned:

Tizz E. H. Crowley, Ward One
Robert Hayes, Ward Two
Mary Lafontaine, Ward Three
David Young, Ward Four

Leroy Walker, Ward Five
Belinda Gerry, At Large
Joshua Shea, At Large

Jonathan LaBonte, Mayor

IN CITY COUNCIL

ORDER 114-12162013

WHEREAS, Environmental issues require best management practices that consider all stakeholders; and

WHEREAS, Tree harvesting operations are important to the preservation of green spaces and community forests; and

WHEREAS, City staff recommends that all future tree harvesting operations, allocation of revenues generated and implementing a new permit process be carefully reviewed by, at a minimum, the City Planner, Code Enforcement Officer and the Public Services Department; and

WHEREAS, Elected officials have considered implementing a Park's Commission that would review tree harvesting operations on City owned parcels; and

WHEREAS, Staff recommends a moratorium of 180 days on all tree harvesting activities within the City until this review is completed; and

NOW, THEREFORE, BE IT ORDERED, that the Auburn City Council, on behalf of the Citizens of Auburn, herewith impose a 180 day moratorium on tree harvesting operations on all city owned property and direct the City Clerk to notify all potential parties of this moratorium.

IN COUNCIL SPECIAL MEETING DECEMBER 2, 2013 VOL. 33 PAGE 197

Mayor LaBonte called the meeting to order at 7:00 P.M. in the Council Chambers of Auburn Hall and led the assembly in the salute to the flag. All Councilors were present.

I. Consent Items*

1. Order 102-12022013*
Appointment of Wardens and Ward Clerks for December 2013 through December 2015.

2. Order 103-12022013*
Accepting the transfer of Forfeiture Asset (Kourtney Francoeur).

3. Order 104-12022013*
Accepting the transfer of Forfeiture Asset (Ashley Gleason).

4. Order 105-12022013*
Accepting the transfer of Forfeiture Asset (Erick Estrada).

Motion was made by Councilor LaFontaine and seconded by Councilor Hayes to approve the consent items. Passage 7-0.

II. Minutes

- November 12, 2013 Joint Council Meeting
- November 18, 2013 Regular Council Meeting

Motion was made by Councilor LaFontaine and seconded by Councilor Hayes to approve the minutes of November 12 and November 18, 2013. Passage 7-0.

III. Reports

Mayor's Report – reported

City Manager's Report – reported

City Committee Reports – Councilor Crowley submitted written reports.

Councilor Reports- Councilor Crowley submitted a written report and reported on additional items. Councilor Gerry also reported.

IV. Communications, Presentations and Recognitions

- Presentation – John Storer on Water Rate Increase
- Recognition – Councilor Shea was recognized for his two years of service as City Councilor.

V. Open Session - No one from the public spoke.

VI. Unfinished Business - None

VII. New Business

1. Order 106-12022013

Approving the order to extend funding to the Lewiston Auburn Economic Growth Council through June 30, 2014 and also accepting the revised scope of services as noted in the proposed order.

Motion was made by Councilor LaFontaine and seconded by Councilor Young to approve Order 106-12022013.

Public comment: Dan Herrick-470 Hatch Road, Joe Gray-Sopers Mill Road.

Passage 4-3 (Councilors Walker, Shea, and Crowley opposed). A roll call vote was taken.

2. Order 107-12022013

Amending the downtown TIF district 10 (Public hearing).

Motion was made by Councilor LaFontaine and seconded by Councilor Hayes.

Public hearing: Roland Miller, Economic Development Director.

Passage 6-1 (Councilor Gerry opposed). A roll call vote was taken.

3. Order 108-12022013

Amending the Auburn Mall TIF district 14 (Public hearing).

Motion was made by Councilor LaFontaine and seconded by Councilor Young.

Public hearing: Dan Herrick, 470 Hatch Road

Motion was made by Councilor LaFontaine and seconded by Councilor Young to postpone this item to a date to be determined.

Passage 6-1 (Councilor Walker opposed).

4. Order 109-12022013

Adopting the new Ice Arena TIF district 18 (Public hearing).

Motion was made by Councilor LaFontaine and seconded by Councilor Crowley to postpone this item to a date to be determined.

Passage 6-1 (Councilor Walker opposed).

5. Order 110-12022013

Authorizing the City Manager to amend the lease with Slapshot, LLC.

Motion was made by Councilor LaFontaine and seconded by Councilor Hayes to approve Order 110-12022013 as presented.

Public hearing: Roland Miller - Economic Development Director, Joe Gray - Sopers Mill Road

Passage 6-1 (Councilor Gerry opposed).

VIII. Executive Session

A. Executive Session, MAP Police Patrol pursuant to 1 M.R.S.A. §405(6)(D) – No action required. ***This item did not have to be addressed.***

IX. Open Session

Joe Gray, Sopers Mill Road
Dan Herrick, Hatch Road

X. Adjournment

Motion was made by Councilor LaFontaine and seconded by Councilor Walker to adjourn. Passage 7-0. 9:10 P.M.

A True Copy.

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

Lewiston and Auburn Railroad Company
Board of Directors
Minutes of the October 3, 2013 Meeting

Date: October 3, 2013

Time: 7:30 a.m. to 9:00 a.m.

Location: LAEGC Board Room
415 Lisbon Street
Lewiston, Maine 04240

Attendance:

√ Eric Agren, Secretary
√ Gerald Berube, President
√ Lincoln Jeffers, Ex-Officio
√ Roland Miller, Ex-Officio
√ Marc Pellerin
√ Laurier Raymond, Jr.
√ Richard Albert, Treasurer
√ Robert Hayes
E Steve Lunt
E Gerard Raymond
√ Richard Trafton

Staff:

√ Lucien B. Gosselin
√ Tucker Adams

Guests:

√ Mark Cayer

√ = Present A = Absent

C. Vision and Mission of LARC – The Board discussed having a workshop in the near future to create a Vision and Mission Statement for LARC. It was recommended that LARC have a 2-hour strategic planning workshop in December.

Motion #9: By: Richard Trafton; Seconded by: Richard Albert;

That staff have a recommendation for a rail consultant at the December board meeting.

Vote: Unanimous

Motion #10: By: Laurier T. Raymond, Jr.; Seconded by: Marc Pellerin;

To adjourn at 9:00 A.M.

Vote: Unanimous

LEWISTON AND AUBURN RAILROAD COMPANY
415 LISBON STREET, LEWISTON, MAINE 04240

Strategic Planning Agenda
[1 to 3 Years]
December 10, 2013

1. Introductions

2. Purpose, expectations, outcomes desired?
   - Agree on elements of the vision statement
   - Agree on elements of the mission statement
   - Agree on strategic goals

3. Any questions or comments regarding the 2006 Charter?

4. Any questions or comments regarding the 2006 Bylaws and Shareholders Agreement?

5. The current picture – Brief review of relevant railroad assets.

6. Review Strategic Objectives - 2012 - 2013

7. Agree on a Vision [something to be pursued]

8. Agree on a Mission [something to be accomplished - corporate purpose]

9. Issues and challenges:

   a. - What, if anything, to do with land parcels acquired for the downtown rail-connector?

   b. - What, if anything, to do with the Gladu Roofing property on Oxford and Beech Streets?

   c. - What, if anything, to do with transferred real estate in Simard-Payne Memorial Park and the Trestle?

   d.- Should LARC seek state or federal funds to restore / upgrade the rail line from Savage Safe Handling to the Grand Trunk Depot / downtown rail-connector to the Lewiston-Lower?

   e.- Should LARC ask MDOT to acquire the remainder of the Lewiston Lower Branch?

OTHERS?

f. - _____

g. - _____

10. Issues in the parking lot:

- Any identifiable longer-term challenges?
- Explore the concept of an in-land Port Authority?
- Passenger rail service to/from Portland; Montreal, Quebec, Canada
- Commuter rail service to/from Portland
- Multi-modal planned facilities on Kittyhawk Avenue, Auburn
- Explore freight rail service via Cascades line to new Industrial Park
- Pedestrian / bike paths

11. Action Plan for issues and challenges:

- What needs to be achieved?
- Who has to do what to make that happen?
- How do we address unresolved issues?

☐ Process will include full board discussion

☐ Adjourn no later than 9:30 A.M.

Auburn Ward 1 Report for Meeting Monday 2013.12.16

Prepared: Wednesday 2013.12.11
TO: Residents of Auburn and the Auburn City Council
FROM: Tizz E. H. Crowley- Auburn City Council Ward 1

"Thank you"- to all who made Auburn's Inauguration such a success and enjoyable community event. Ms. Karen Veilleux organized and executed the evening with an awesome team including Jim Miller- ELHS principal, the talented Edward Little Show Choir and Concert Band, the Deali students and PAL youth chefs who presented a delicious and eye appealing buffet of food and desserts. It was great to see various community non-profits host tables of information-thank you. I'm sure I've forgotten several others who contributed to the successful evening. So now I'm on the look-out for the next occasion when I can enjoy the tastes of our students' great food- think fundraiser where we can bring goodies home. Very nicely done everyone!

Thank you to the **Maine Department of Transportation** (MDOT) for holding a "summit" to discuss public transit services in Androscoggin County and our region. Attendees appreciated hearing MDOT staff and other transportation industry representatives being right here in town. Watch for strategic planning sessions for public input in the New Year. Let's hope they return to Auburn for public participation. The agenda topics and discussion focused on a summary of our region's transit services, including funding challenges and regional coordination efforts. Attendees were asked to rank priorities for future projects such as equipment replacement, expanding bus services- more routes, Saturday service, Sunday service, and connection with Oxford County or other regions.

Thank you to the **Good Food Council of Lewiston-Auburn** (GFCLA) for the informative Community Celebration evening – the food from Forage Market was delicious and the exhibits most helpful. The evening provided an opportunity to meet Council members and learn about the group's work. We visited with some of the "best kept secrets" in the Lewiston-Auburn area - organizations and businesses working to create access to good food and to create healthy futures for our local communities. Auburn is well represented on the Council through many Auburn residents including Councilor Gerry, Karen Bolduc, Camille Parrish, and Mia Poliquin Pross. The Community Food Assessment Report is due out in January, so I will be updating you more than. My fun plan for the coming week is to find MOM… **Maine Organic Milling**, a local farmer-owned grain source located in Auburn on the Goldwaite Road.

Thank you to the employees of the **Auburn Water and Sewerage Districts** for inviting trustees to ride on the District's float in the Holiday parade. Your families are wonderful and the night so much fun.

Thank you to the community members who came to Auburn and enjoyed a day of holiday events. Since it's happening this coming weekend I'll have share the highlights in my next report, but I particularly want to thank **Alan Manoian, Auburn's Economic Development Specialist**, who lead an wonderful lantern walking tour of downtown Auburn. Let's hope this becomes an annual City of Auburn holiday event.

Congratulations to Auburn's newest business -**The Brand Collective** located at 162 Main Street in Auburn. This downtown business is a full service branding and communications firm. With more than 10 years of

experience, co-owners **Aimee Goodwin** and **Jennie Malloy** provide personal attention and high-level creative services in brand strategy and development, strategic marketing programs, public relations, website design, social media, logo development, publications/marketing collateral design and development, advertising, and copywriting assistance for a variety of businesses including non-profit organizations.

Congratulations to **Auburn Manufacturing** and its excellent employees on the $1.4 million expansion, which more than doubles the size of the company's existing operation. Auburn Manufacturing is a leading developer, manufacturer and marketer of textile products for extreme temperature applications, including welding protection, industrial insulation, gaskets and seals, and safety apparel. I hope to have another opportunity to hear AMI **President and CEO Kathie Leonard** speak. In addition to thanking the many companies, from contractors, accountants, marketing, logistics coordinators, Ms. Leonard told the audience about three important reasons why AMI is successful- they are committed to their strategic planning process and plans, they value and invest in innovation, and they value and support the human resource talent- the outstanding employees. It is a message any successful business should follow. I am amazed that we have a textile manufacturer still in Auburn- and its world class… as was every employee I spoke with.

Dates to watch-

Thursday December 19th there is a **Holiday Concert** at the Auburn Public Library. The Youth Orchestra of Lewiston-Auburn will be performing 6:30-7:30PM. A enjoyable free event at one of my favorite places!

Friday, January 17th- Speaker of the House Mark Eves and the Maine Council on Aging invite you to attend **THE MAINE SUMMIT ON AGING** from 8:30am - 3:00pm at the North Wing of the Augusta Civic Center. Anyone who is interested in the future of Maine's economy should attend, including leaders in business, finance, industry, public policy, higher education, health care, housing development, philanthropy, social services, public safety and local and state governance.

Friday, January 31st- last day to license your dog. 2014 Dog licenses are now available. The State of Maine requires that dogs be licensed in the town of residence of the owner. **Each dog six months of age or older must be licensed.** Dog licenses expire on December 31st of each year. Additional late fees are imposed after January 31st of each year. The cost at the City Clerk's office is $6.00 for an altered dog, $11.00 for an unaltered one. To receive a license, dog owners must show a State of Maine rabies certificate, a spay or neuter certificate, and provide your dog's veterinarian's name and phone number (if this information isn't already on file at the Clerk's office). You will need a copy of their current rabies certificate.

Visiting Hours- The next visiting hours will be Thursday, December 26th from 5-7pm at the Auburn Public Library. Since this is also Boxing Day and St. Stephen's Day, I will bring appropriate items for guests who stop by to chat. January visiting hours are expected to be Tuesday, January 14th from 2-4pm and Thursday, January 23rd from 5-7pm. Watch for confirmation of the same location.

Information provided to residents this period: As a Councilor I get calls and questions from Auburn residents. Helping to find the answers is one of my favorite parts of serving on the Council. Since our last meeting we've looked at several things including:

I got a very nice call from a resident who wanted me to know that **Cindy Lauze**, who works in licenses and registration area at City Hall, did an **excellent job of customer service**. She made the visit to city hall pleasant and the transaction simple. It was my pleasure to talk about many of the city's staff that works hard for residents.

There has been a flurry of emails and telephone calls regarding the **Christmas lights that have been out** for a period of time. I did not take any action as emails should other people are working on the issue. If you have a question or see a light that's out, call the City Manager 333-6600 or use the report it feature on the City's website.

I also received concerns from residents about the **plowing and sanding of roads**. This comes up each year. I know the City has a plow plan for streets based on the priority level. Watch for updates from City Staff- they usually provide a review of the winter plan.

A nice resident visited me to talk about the **high volume of traffic on the West Auburn Road.** He provided an excellent list of suggestions, many could easily be implemented- so I will forward to the City Manager and update you all on the results.

Safety Reminder- provided by Joanne G. Potvin, CEM/ME, Director- Androscoggin Unified Emergency Management Agency

"...WATCH...WARNING...AND ADVISORY CRITERIA FOR WINTER STORMS...

THE NATIONAL WEATHER SERVICE ISSUES WATCHES, WARNINGS, AND ADVISORIES TO ALERT THE PUBLIC TO POTENTIALLY DANGEROUS WINTER WEATHER EVENTS OR SITUATIONS. WHILE THE EXACT CRITERIA USED TO TRIGGER THESE WATCHES, WARNINGS, AND ADVISORIES VARIES THROUGHOUT THE UNITED STATES, THE FOLLOWING CRITERIA ARE USED IN MAINE AND NEW HAMPSHIRE. NOTE THAT A WATCH IS ISSUED TO ALERT THE PUBLIC THAT DANGEROUS WINTER CONDITIONS ARE POSSIBLE WITHIN THE WATCHED AREA, GENERALLY WITHIN THE NEXT 24 TO 60 HOURS. A WARNING IS ISSUED TO ALERT THE PUBLIC THAT DANGEROUS WINTER CONDITIONS ARE LIKELY TO OCCUR IN THE WARNED AREA, GENERALLY WITHIN THE NEXT 12 TO 36 HOURS, OR ARE OCCURRING. AN ADVISORY IS ISSUED TO ALERT THE PUBLIC THAT WINTER CONDITIONS ARE EXPECTED TO CAUSE A SIGNIFICANT INCONVENIENCE

AND MAY BE HAZARDOUS. IF CAUTION IS EXERCISED THOUGH, THESE SITUATIONS SHOULD NOT BE LIFE THREATENING. THE FOLLOWING WINTER STORM CRITERIA WILL BE USED FOR ALL OF NEW HAMPSHIRE AND WESTERN AND SOUTHERN MAINE:

BLIZZARD WARNING: SNOW AND/OR BLOWING SNOW WILL COMBINE WITH STRONG WINDS TO PRODUCE NEAR-ZERO VISIBILITY. DEEP DRIFTS AND DANGEROUS WIND CHILL TEMPERATURES OFTEN ACCOMPANY THESE CONDITIONS. THE EXACT CRITERIA USED FOR THESE WARNINGS INCLUDE THE FOLLOWING CONDITIONS WHICH ARE EXPECTED TO PERSIST FOR 3 HOURS OR MORE: SUSTAINED WINDS OR FREQUENT GUSTS TO 35 MPH OR MORE...AND FALLING AND/OR BLOWING SNOW WHICH REDUCES VISIBILITIES TO 1/4 MILE OR LESS.

WINTER STORM WARNING: AN AVERAGE OF 6 INCHES OR MORE OF SNOW/SLEET IS EXPECTED.

WINTER WEATHER ADVISORY: AN AVERAGE OF AT LEAST 4 (BUT LESS THAN 6) INCHES OF SNOW/SLEET IS EXPECTED ACROSS THE AREA. WINTER WEATHER ADVISORIES CAN ALSO BE ISSUED FOR MIXED PRECIPITATION EVENTS OR FOR BLOWING SNOW.

ICE STORM WARNING: FREEZING RAIN IS EXPECTED TO CAUSE A GLAZE OF ICE 1/2 INCH OR THICKER.

FREEZING RAIN ADVISORY: FREEZING RAIN IS EXPECTED TO CAUSE A GLAZE OF ICE ON ROADS AND SIDEWALKS, BUT LESS THAN 1/2 INCH IS EXPECTED.

WHILE THE NATIONAL WEATHER SERVICE DOES NOT ISSUE WARNINGS OR ADVISORIES FOR STORMS THAT PRODUCE LESS THAN AN AVERAGE OF 4 INCHES OF SNOWFALL...THESE STORMS CAN BE DECEPTIVELY DANGEROUS TO MOTORISTS. IN TERMS OF THE DEATHS THAT ARE LINKED TO THE SNOW STORMS...THE MAJORITY ARE AS A RESULT OF TRAFFIC ACCIDENTS...AND

MANY OF THOSE ACCIDENTS OCCUR WITH ONLY SMALL ACCUMULATIONS OF SNOW. SLOW DOWN AS SOON AS SNOW BEGINS TO ACCUMULATE. IN ICE OR SNOW - TAKE IT SLOW!

PREPAREDNESS TIP FOR THE DAY: HEAVY WET SNOW OR A SIGNIFICANT ICE ACCUMULATION...ESPECIALLY WHEN COMBINED WITH WIND...CAN CAUSE TREES OR TREE LIMBS TO FALL ONTO POWER LINES. IF YOU SEE THESE CONDITIONS BEGINNING TO DEVELOP IN YOUR AREA...PREPARE IMMEDIATELY FOR THE POSSIBILITY OF A POWER OUTAGE. PARTICULARLY IF YOU DEPEND ON A WELL FOR WATER, STORE AN AMPLE SUPPLY OF WATER FOR BOTH DRINKING AND SANITARY NEEDS TO LAST FOR SEVERAL DAYS.

QUESTION OF THE DAY: DOES A BLIZZARD WARNING MEAN THAT THERE WILL BE MORE SNOW THAN A WINTER STORM WARNING?

ANSWER: NOT NECESSARILY. BLIZZARD WARNINGS ARE ISSUED FOR SITUATIONS WHERE THE COMBINATION OF SNOW AND/OR BLOWING SNOW...AND WIND WILL CAUSED REDUCED VISIBILITIES (1/4 MILE OR LESS) FOR 3 HOURS OR LONGER. THIS COMBINATION CREATES EXTREMELY HAZARDOUS CONDITIONS. WHILE NO MINIMUM AMOUNT OF SNOWFALL IS REQUIRED FOR BLIZZARD CONDITIONS, HEAVY SNOW, NEAR ZERO VISIBILITY, DEEP DRIFTS, AND DANGEROUS WIND CHILLS ARE OFTEN A PART OF THESE HAZARDOUS WEATHER EVENTS."

...EXTREME COLD, HYPOTHERMIA, FROSTBITE, AND WIND CHILL...

COLD AIR, STRONG WINDS, AND COLD WIND CHILL TEMPERATURES ARE COMMON IN NORTHERN NEW ENGLAND DURING WINTER. HOWEVER, IF YOU ARE NOT PREPARED, THESE COLD CONDITIONS CAN LEAD TO HYPOTHERMIA, FROSTBITE, AND POSSIBLY DEATH. TO UNDERSTAND THE DANGERS AND WARNING SIGNS ASSOCIATED WITH THE COLD, LET'S EXAMINE HOW THE HUMAN BODY REGULATES ITS TEMPERATURE.

HYPOTHERMIA: THE HUMAN BODY LOSES HEAT DURING THE WINTER DUE TO THE CONDUCTION AND CONVECTION OF HEAT FROM THE SKIN TO NEARBY AIR, DUE TO EVAPORATION OF MOISTURE FROM THE SKIN SURFACE, AND DUE TO NORMAL RESPIRATION. TO COMPENSATE FOR THIS HEAT LOSS, THE BODY BURNS ENERGY TO PRODUCE HEAT TO KEEP THE BODY TEMPERATURE AT A RELATIVELY CONSTANT LEVEL. HOWEVER, IF A BODY LOSES HEAT FASTER THAN IT CAN PRODUCE HEAT, THE BODY TEMPERATURE WILL COOL TO BELOW NORMAL LEVELS, A MEDICAL CONDITION KNOWN AS HYPOTHERMIA. HYPOTHERMIA WILL GRADUALLY WORSEN UNLESS THE OVERALL RATE OF HEAT LOSS CAN BE STOPPED. THE

WARNING SIGNS FOR HYPOTHERMIA MAY START WITH SHIVERING AND SHAKING AND MAY END IN DEATH. INITIALLY, AS THE BODY TEMPERATURE STARTS TO DROP, SHIVERING BEGINS. AT THE SAME TIME, THE BRAIN BEGINS TO REDUCE THE AMOUNT OF BLOOD THAT IS CIRCULATED TO THE EXTREMITIES OF THE BODY IN ORDER TO CONSERVE HEAT FOR THE VITAL ORGANS NEAR THE BODY'S CENTRAL CORE. IF THE CENTRAL CORE OF THE BODY CONTINUES TO COOL, UNCONTROLLABLE SHAKING, MEMORY LOSS, DISORIENTATION, INCOHERENCE, SLURRED SPEECH,

DROWSINESS, AND APPARENT EXHAUSTION MAY DEVELOP. THESE ARE ALL SIGNS OF A VERY SERIOUS SITUATION. IF THE BODY CORE TEMPERATURE DROPS BELOW 95 DEGREES FAHRENHEIT, JUST 4 DEGREES BELOW NORMAL, IMMEDIATE CARE IS NEEDED, AS THE PERSON WILL LIKELY BECOME IRRATIONAL. ONCE THE BODY CORE TEMPERATURE DROPS BELOW 90 DEGREES, THE PERSON LOSES MUSCLE CONTROL, AND OUTSIDE HELP IS THE PERSON'S ONLY HOPE FOR SURVIVAL. IF THAT HELP IS NOT AVAILABLE, HEART AND/OR RESPIRATORY FAILURE AND DEATH WILL EVENTUALLY FOLLOW AS THE CORE TEMPERATURE CONTINUES TO DROP. IF A PERSON IS SUFFERING FROM HYPOTHERMIA, IT'S CRITICALLY IMPORTANT THAT THE PERSON BE WARMED PROPERLY. IF WARMED IMPROPERLY, DEATH MAY RESULT. IN A HYPOTHERMIC PERSON, COLD BLOOD IS CONCENTRATED IN THE EXTREMITIES. IF THESE EXTREMITIES ARE WARMED TOO QUICKLY, THIS COLD BLOOD WILL BE RELEASED INTO THE BODY'S CENTRAL CORE, POSSIBLY LOWERING THE CENTRAL CORE TEMPERATURE TO A FATAL LEVEL. USE THE

FOLLOWING STEPS TO RAISE THE CORE TEMPERATURE OF A HYPOTHERMIC PERSON. GET THE PERSON INTO DRY CLOTHING IF THEIR CLOTHES ARE WET. PUT ON ADDITIONAL CLOTHING TO WARM THE PERSON'S HEAD AND TRUNK, SUCH AS A HAT AND VEST . WRAP THE PERSON IN A WARM BLANKET AND BE SURE THEIR HEAD AND NECK ARE COVERED. DO NOT COVER THEIR EXTREMITIES. GIVE THEM WARM LIQUIDS TO DRINK, BUT NO ALCOHOL, DRUGS, OR COFFEE. SEEK MEDICAL ATTENTION, IF NECESSARY. REMEMBER, TEMPERATURES DO NOT HAVE TO BE BELOW FREEZING FOR HYPOTHERMIA TO DEVELOP. THE COMBINATION OF TEMPERATURE, WIND, AND EXPOSURE TO THE ELEMENTS CAN BE DEADLY. HYPOTHERMIA CAN DEVELOP IN ELDERLY PEOPLE IN A COOL ROOM WITH FEW, IF ANY, WARNING SIGNS.

Wind Chill Factor

Actual air temperature °F

calm	40	30	20	10	0	-10	-20	-30	-40

Apparent temperature

Wind speed (mph)									
10	34	21	9	-4	-16	-28	-41	-53	-66
20	30	17	4	-9	-22	-35	-48	-61	-74
30	28	15	1	-12	-26	-39	-53	-67	-80
40	27	13	-1	-15	-29	-43	-57	-71	-84
50	26	12	-3	-17	-31	-45	-60	-74	-88
60	25	10	-4	-19	-33	-48	-62	-76	-91

Frostbite times: 30 minutes, 10 minutes, 5 minutes

FROSTBITE: FROSTBITE IS A CONDITION IN WHICH THE BODY TISSUE ACTUALLY FREEZES. FROSTBITE IS OFTEN ASSOCIATED WITH HYPOTHERMIA. IN A HYPOTHERMIC PERSON, THE BRAIN GREATLY REDUCES THE AMOUNT OF BLOOD THAT IS CIRCULATED TO THE EXTREMITIES OF THE BODY AND THEY BEGIN TO COOL. THIS INCREASES THE CHANCES THAT THE TISSUE AT THE END OF THE EXTREMITY MAY ACTUALLY FREEZE. THE MOST SUSCEPTIBLE AREAS FOR FROSTBITE INCLUDE THE FINGERS, TOES, NOSE, AND EAR LOBES.

WIND CHILL TEMPERATURE: COLD AIR AND HIGH WINDS CONTRIBUTE THE POSSIBILITY THAT A PERSON MAY DEVELOP HYPOTHERMIA OR FROSTBITE. TO HELP MEASURE THE COOLING EFFECTS OF WIND AND COLD AIR ON THE HUMAN BODY, A VALUE KNOWN AS THE WIND CHILL TEMPERATURE WAS DEVELOPED. WHILE INANIMATE OBJECTS ARE NOT AFFECTED BY

WIND CHILL, WARM BLOODED ANIMALS, INCLUDING HUMANS, ARE SUSCEPTIBLE TO THE COOLING AFFECTS FROM THE WIND. TO ALERT PEOPLE TO THE DANGERS ASSOCIATED WITH THE COMBINATION OF WIND AND COLD TEMPERATURES, THE NATIONAL WEATHER SERVICE ISSUES WIND CHILL WARNINGS AND WIND CHILL ADVISORIES. THE FOLLOWING VALUES ARE USED FOR ALL OF NEW HAMPSHIRE AND WESTERN AND SOUTHERN MAINE.

WIND CHILL WARNINGS - ISSUED FOR WIND CHILL TEMPERATURES OF -30 DEGREES OR COLDER

WIND CHILL ADVISORIES - ISSUED FOR WIND CHILL TEMPERATURES BETWEEN -20 AND -30 DEGREES

EXTREMELY COLD TEMPERATURES, EVEN WITHOUT WIND, ALSO INCREASE THE THREAT OF FROSTBITE, ESPECIALLY IF YOU ARE OUTSIDE OVER AN EXTENDED PERIOD OF TIME. BE SURE TO DRESS APPROPRIATELY FOR ANY OUTSIDE ACTIVITIES ON COLD DAYS.

PREPAREDNESS TIP FOR THE DAY: DURING VERY COLD AND WINDY DAYS, WEAR LAYERED CLOTHING. EACH LAYER OF CLOTHING TRAPS A SMALL AMOUNT OF AIR THAT HELPS INSULATE THE BODY FROM THE OUTSIDE COLD AND WIND. THE TOP LAYERS WILL CUT DOWN ON THE PENETRATION OF THE WIND, ALLOWING THE LOWER LAYERS TO TRAP HEAT, THUS LOWERING THE AMOUNT OF HEAT THAT THE WIND CAN CARRY AWAY FROM THE BODY.

QUESTION OF THE DAY: DOES THE WIND CHILL TEMPERATURE AFFECT MY CAR OR CAR BATTERY? WILL MY CAR BE HARDER TO START WHEN THE WIND CHILL TEMPERATURE IS COLD.

ANSWER: NO TO BOTH QUESTIONS. YOUR CAR AND YOUR CAR'S BATTERY ARE AFFECTED ONLY BY THE ACTUAL TEMPERATURE. WIND CHILL TEMPERATURES ARE A MEASURE OF THE RATE OF HEAT LOSS FROM THE HUMAN BODY. FOR A CAR LEFT OVERNIGHT, THE TEMPERATURE OF THE CAR IS APPROXIMATELY THE SAME AS THE SURROUNDING AIR, SO THERE WOULD BE NO ADDITIONAL HEAT LOSS DUE TO WIND, HENCE NO WIND CHILL. IN GENERAL, MORNING TEMPERATURES ARE COLDEST ON NIGHTS WITH LITTLE OR NO WIND. THEREFORE, YOUR CAR BATTERY IS MORE LIKELY TO FAIL ON A NIGHT WITH LITTLE OR NO WIND THAN A WINDY NIGHT."

In closing, as we close out 2013 and begin a New Year, I hope 2014 brings you these wishes:

Warmth of love, comfort of home, joy for your children,
Company and support of family n friends
A caring heart that accepts and treats all human beings equally
Enrichment of knowledge and richness of diversity
Courage to seek n speak the truth Even if it means standing alone
Hopes n dreams of a just world and the desire to make it happen
A light to guide your path, helping hands to strengthen unity
Serenity n peace within your mind,
Heart and soul, food for thought and soul,
A hand to hold *Jizz*

City of Auburn, Maine

"Maine's City of Opportunity"

Financial Services

TO: **Clinton Deschene, City Manager**

FROM: **Jill Eastman, Finance Director**

REF: **November 2013 Financial Report**

DATE: **December 12, 2013**

The following is a discussion regarding the significant variances found in the City's November 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 its fifth month of the current fiscal year. As a guideline for tracking purposes, revenues and expenditures should amount to approximately 41.7% of the annual budget. However, not all costs and revenues are distributed evenly throughout the year; individual line items can vary based upon cyclical activity.

Revenues

Revenues collected through November 30th, including the school department were $34,838,097, or 48.12%, of the budget. The municipal revenues including property taxes were $25,737,099, or 49.78% of the budget which is more than the same period last year by 0.3%. The accounts listed below are noteworthy.

A. September 15th the first installment for real estate taxes were due. The current year tax revenue is at 50.22% as compared to 49.42% last year.

B. Excise tax for the month of November is at 46.85%. This is an $83,403 increase from FY 13. Our excise revenues for FY14 are 5.18% above projections as of November 30, 2013.

C. State Revenue Sharing for the month of November is 41.27% or $680,729. The city received $121,033 this month compared to $187,635 FY 13, $183,121 FY12, $204,921 FY11, and $240,705 FY10. This is 35.5% decrease this year from last November.

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www.auburnmaine.org

D. Unclassified miscellaneous revenue show and increase of $157,328 over last year. This is primarily due to an error in posting the School Departments transfer in for Worker's Compensation of $138,501. The other large deposits in the unclassified were a $15,059 dividend from Maine Municipal Association on our Property and Casuality Insurance and a reimbursement from the City of Augusta of $18,000 for one of the City's police officers that they hired. The posting error has been corrected in December.

Expenditures

City expenditures through November 2013 were $17,577,197 or 48.64%, of the budget. This is 6.11% less than the same period last year. Noteworthy variances are:

A. The operating departments are all in line with where they should be at this time. Several line items are paid quarterly, semi-annually or annually thus creating the appearance of being over budget. I have and will continue to monitor each departments expenditures throughout the fiscal year.

Investments

This section contains an investment schedule as of November 30th. Currently the City's funds are earning an average interest rate of .23%.

Respectfully submitted,

Jill M. Eastman
Finance Director

CITY OF AUBURN, MAINE
BALANCE SHEET - CITY GENERAL FUND, WC AND UNEMPLOYMENT FUND
AS of November 2013, October 2013, and June 2013 (unaudited)

	UNAUDITED Nov 30 2013	UNAUDITED Oct 31 2013	Increase (Decrease)	UNAUDITED JUNE 30 2013
ASSETS				
CASH	$ 11,234,319	$ 15,456,710	$ (4,222,391)	$ 11,225,627
RECEIVABLES			-	
ACCOUNTS RECEIVABLES	852,101	788,601	63,500	1,115,890
TAXES RECEIVABLE-CURRENT	19,421,462	19,813,004	(391,542)	89,723
DELINQUENT TAXES	554,453	554,584	(131)	543,772
TAX LIENS	867,312	935,566	(68,254)	1,391,484
NET DUE TO/FROM OTHER FUNDS	5,354,105	3,204,866	2,149,239	1,817,784
TOTAL ASSETS	**$ 38,283,752**	**$ 40,753,331**	**$ (2,469,579)**	**$ 16,184,280**
LIABILITIES & FUND BALANCES				
ACCOUNTS PAYABLE	$ (1,140,466)	$ (7,829)	$ (1,132,636)	$ (529,178)
PAYROLL LIABILITIES	14,849	(1,689)	16,538	(93,082)
ACCRUED PAYROLL	(4,655)	(4,655)	-	(1,047,863)
STATE FEES PAYABLE	(22,503)	(31,100)	8,596	(31)
ESCROWED AMOUNTS	(41,865)	(41,865)	-	(41,865)
DEFERRED REVENUE	(20,715,625)	(21,050,704)	335,079	(1,858,354)
TOTAL LIABILITIES	**$ (21,910,266)**	**$ (21,137,843)**	**$ (772,423)**	**$ (3,570,373)**
FUND BALANCE - UNASSIGNED	$ (15,507,654)	$ (18,749,656)	$ 3,242,002	$ (11,522,954)
FUND BALANCE - RESTRICTED FOR WORKERS COMP & UNEMPLOYMENT	1,001,137	1,001,137	-	776,017
FUND BALANCE - RESTRICTED	(1,866,970)	(1,866,970)	-	(1,866,970)
TOTAL FUND BALANCE	**$ (16,373,486)**	**$ (24,045,103)**	**$ 7,671,616**	**$ (12,613,907)**
TOTAL LIABILITIES AND FUND BALANCE	**$ (38,283,752)**	**$ (46,515,516)**	**$ 8,231,764**	**$ (16,184,280)**

CITY OF AUBURN, MAINE
REVENUES - GENERAL FUND COMPARATIVE
THROUGH November 30, 2013 VS November 30, 2012

REVENUE SOURCE	FY 2014 BUDGET	ACTUAL REVENUES THRU NOV 2013	% OF BUDGET	FY 2013 BUDGET	ACTUAL REVENUES THRU NOV 2012	% OF BUDGET	VARIANCE
TAXES							
PROPERTY TAX REVENUE-	$ 42,844,641	$ 21,517,198	50.22%	$ 42,121,141	$ 20,814,802	49.42%	$ 702,396
PRIOR YEAR REVENUE	$ -	$ 463,460		$ -	534,165		$ (70,705)
HOMESTEAD EXEMPTION REIMBURSEMENT	$ 482,575	$ 371,573	77.00%	$ 514,584	$ 377,161	73.29%	$ (5,588)
ALLOWANCE FOR ABATEMENT	$ -	$ -		$ -	$ -		$ -
ALLOWANCE FOR UNCOLLECTIBLE TAXES	$ -	$ -		$ -	$ -		$ -
EXCISE	$ 3,068,500	$ 1,437,532	46.85%	$ 3,018,500	$ 1,354,129	44.86%	$ 83,403
PENALTIES & INTEREST	$ 140,000	$ 37,649	26.89%	$ 140,000	$ 49,919	35.66%	$ (12,270)
TOTAL TAXES	$ 46,535,716	$ 23,827,412	51.20%	$ 45,794,225	$ 23,130,176	50.51%	$ 697,236
LICENSES AND PERMITS							
BUSINESS	$ 47,300	$ 19,950	42.18%	$ 39,900	$ 28,565	71.59%	$ (8,615)
NON-BUSINESS	$ 338,300	$ 168,774	49.89%	$ 260,700	$ 175,229	67.21%	$ (6,455)
TOTAL LICENSES	$ 385,600	$ 188,724	48.94%	$ 300,600	$ 203,794	67.80%	$ (15,070)
INTERGOVERNMENTAL ASSISTANCE							
STATE-LOCAL ROAD ASSISTANCE	$ 440,000	$ 473,451	107.60%	$ 378,000	$ 228,022	60.32%	$ 245,429
STATE REVENUE SHARING	$ 1,649,470	$ 680,729	41.27%	$ 2,400,000	$ 1,004,730	41.86%	$ (324,001)
WELFARE REIMBURSEMENT	$ 53,000	$ 24,838	46.86%	$ 53,083	$ 17,143	32.29%	$ 7,695
OTHER STATE AID	$ 22,000	$ -	0.00%	$ 21,000	$ 18,054	85.97%	$ (18,054)
CITY OF LEWISTON	$ 155,000	$ -	0.00%	$ 158,362	$ -	0.00%	$ -
TOTAL INTERGOVERNMENTAL ASSISTANCE	$ 2,319,470	$ 1,179,017	50.83%	$ 3,010,445	$ 1,267,949	42.12%	$ (88,932)
CHARGE FOR SERVICES							
GENERAL GOVERNMENT	$ 140,240	$ 70,343	50.16%	$ 130,955	$ 49,850	38.07%	$ 20,493
PUBLIC SAFETY	$ 366,152	$ 61,258	16.73%	$ 263,102	$ 43,404	16.50%	$ 17,854
EMS AGREEMENT	$ 100,000	$ 41,667	41.67%	$ 100,000	$ 33,333	33.33%	$ 8,334
TOTAL CHARGE FOR SERVICES	$ 606,392	$ 173,267	28.57%	$ 494,057	$ 126,587	25.62%	$ 46,680
FINES							
PARKING TICKETS & MISC FINES	$ 40,000	$ 7,976	19.94%	$ 45,000	$ 8,312	18.47%	$ (336)
MISCELLANEOUS							
INVESTMENT INCOME	$ 20,000	$ 208	1.04%	$ 30,000	$ 13,669	45.56%	$ (13,461)
INTEREST-BOND PROCEEDS	$ 2,000	$ -	0.00%	$ 2,000	$ -	0.00%	$ -
RENTS	$ 122,000	$ -	0.00%	$ 122,000	$ 121,827	99.86%	$ (121,827)
UNCLASSIFIED	$ 17,500	$ 181,993	1039.96%	$ 5,150	$ 24,665	478.93%	$ 157,328
SALE OF RECYCLABLES	$ 4,800	$ -	0.00%	$ -	$ -		$ -
COMMERCIAL SOLID WASTE FEES	$ -	$ 22,168		$ -	$ 21,552		$ 616
SALE OF PROPERTY	$ 20,000	$ 60,131	300.65%	$ 20,000	$ 16,694	83.47%	$ 43,437
RECREATION PROGRAMS/ARENA	$ -	$ -		$ 43,275	$ -	0.00%	$ -
MMWAC HOST FEES	$ 204,000	$ 85,747	42.03%	$ 197,400	$ 84,128	42.62%	$ 1,619
9-1-1 DEBT SERVICE REIMBURSEMENT	$ -	$ -		$ -	$ (20)	0.00%	$ 20
TRANSFER IN: TIF	$ 520,000	$ -	0.00%	$ 324,212	$ 324,212	100.00%	$ (324,212)
ENERGY EFFICIENCY	$ 2,000	$ 279	13.96%	$ 2,000	$ 437	21.85%	$ (158)
CDBG	$ 58,000	$ -	0.00%	$ 8,000	$ 1,334	16.68%	$ (1,334)
UTILITY REIMBURSEMENT	$ 37,500	$ 10,177	27.14%	$ 37,500	$ 8,014	21.37%	$ 2,163
CITY FUND BALANCE CONTRIBUTION	$ 1,350,000	$ -	0.00%	$ 1,350,000	$ -	0.00%	$ -
TOTAL MISCELLANEOUS	$ 2,357,800	$ 360,703	15.30%	$ 2,141,537	$ 616,512	28.79%	$ (255,809)
					$ -		
TOTAL GENERAL FUND REVENUES	**$ 52,244,978**	**$ 25,737,099**	49.26%	**$ 51,785,864**	**$ 25,353,330**	48.96%	**$ 383,769**
SCHOOL REVENUES							
EDUCATION SUBSIDY	$ 17,942,071	$ 8,932,415	49.78%	$ 17,942,071	$ 6,913,994	38.54%	$ 2,018,421
EDUCATION	$ 1,358,724	$ 168,584	12.41%	$ 1,358,724	$ 197,155	14.51%	$ (28,571)
SCHOOL FUND BALANCE CONTRIBUTION	$ 855,251	$ -	0.00%	$ 855,251	$ -	0.00%	$ -
TOTAL SCHOOL	$ 20,156,046	$ 9,100,999	45.15%	$ 20,156,046	$ 7,111,149	35.28%	$ 1,989,850
GRAND TOTAL REVENUES	**$ 72,401,024**	**$ 34,838,097**	**48.12%**	**$ 71,941,910**	**$ 32,464,479**	**45.13%**	**$ 2,373,618**

CITY OF AUBURN, MAINE
EXPENDITURES - GENERAL FUND COMPARATIVE
THROUGH November 30, 2013 VS November 30, 2012

DEPARTMENT	FY 2014 BUDGET	Unaudited EXP THRU NOV 2013	% OF BUDGET	FY 2013 BUDGET	Unaudited EXP THRU NOV 2012	% OF BUDGET	VARIANCE
ADMINISTRATION							
MAYOR AND COUNCIL	$ 71,079	$ 30,583	43.03%	$ 99,690	$ 51,652	51.81%	$ (21,069)
CITY MANAGER	$ 238,903	$ 100,458	42.05%	$ 343,296	$ 101,232	29.49%	$ (774)
ECONOMIC DEVELOPMENT	$ 318,933	$ 120,630	37.82%	$ -	$ -		$ 120,630
ASSESSING SERVICES	$ 172,277	$ 70,616	40.99%	$ 183,801	$ 67,223	36.57%	$ 3,393
CITY CLERK	$ 162,045	$ 71,038	43.84%	$ 150,676	$ 61,355	40.72%	$ 9,683
FINANCIAL SERVICES	$ 405,976	$ 162,376	40.00%	$ 419,539	$ 159,344	37.98%	$ 3,032
HUMAN RESOURCES	$ 139,566	$ 52,693	37.75%	$ 137,836	$ 52,682	38.22%	$ 11
INFORMATION COMMUNICATION TECHNOLOGY	$ 395,350	$ 222,641	56.31%	$ 386,632	$ 203,757	52.70%	$ 18,884
LEGAL SERVICES	$ 100,000	$ 17,047	17.05%	$ 85,000	$ 8,819	10.38%	$ 8,228
TOTAL ADMINISTRATION	$ 2,004,129	$ 848,082	42.32%	$ 1,806,470	$ 706,064	39.09%	$ 142,018
COMMUNITY SERVICES							
ENGINEERING	$ 280,188	$ 107,120	38.23%	$ 320,370	$ 120,131	37.50%	$ (13,011)
COMMUNITY PROGRAMS	$ -	$ -		$ 14,050	$ 10,150	72.24%	$ (10,150)
PLANNING & PERMITTING	$ 775,230	$ 312,962	40.37%	$ 776,532	$ 279,947	36.05%	$ 33,015
PARKS AND RECREATION	$ 567,334	$ 210,926	37.18%	$ 602,191	$ 221,828	36.84%	$ (10,902)
HEALTH & SOCIAL SERVICES	$ 189,539	$ 91,441	48.24%	$ 176,567	$ 90,598	51.31%	$ 843
PUBLIC LIBRARY	$ 946,737	$ 464,618	49.08%	$ 968,292	$ 324,896	33.55%	$ 139,722
TOTAL COMMUNITY SERVICES	$ 2,759,028	$ 1,187,067	43.02%	$ 2,858,002	$ 1,047,550	36.65%	$ 139,517
FISCAL SERVICES							
DEBT SERVICE	$ 6,321,584	$ 5,801,341	91.77%	$ 6,682,797	$ 6,083,230	91.03%	$ (281,889)
PROPERTY	$ 715,667	$ 236,459	33.04%	$ 699,114	$ 273,905	39.18%	$ (37,446)
WORKERS COMPENSATION	$ 431,446	$ -	0.00%	$ 415,000	$ -	0.00%	$ -
WAGES & BENEFITS	$ 4,397,585	$ 1,906,169	43.35%	$ 4,602,545	$ 1,767,850	38.41%	$ 138,319
EMERGENCY RESERVE (10108062-670000)	$ 375,289	$ -	0.00%	$ 333,818	$ -	0.00%	$ -
TOTAL FISCAL SERVICES	$ 12,241,571	$ 7,943,969	64.89%	$ 12,733,274	$ 8,124,985	63.81%	$ (181,016)
PUBLIC SAFETY							
FIRE DEPARTMENT	$ 4,024,789	$ 1,634,797	40.62%	$ 3,904,344	$ 1,552,042	39.75%	$ 82,755
POLICE DEPARTMENT	$ 3,589,583	$ 1,385,454	38.60%	$ 3,439,583	$ 1,341,975	39.02%	$ 43,479
TOTAL PUBLIC SAFETY	$ 7,614,372	$ 3,020,251	39.67%	$ 7,343,927	$ 2,894,017	39.41%	$ 126,234
PUBLIC WORKS							
PUBLIC WORKS DEPARTMENT	$ 4,730,432	$ 1,534,949	32.45%	$ 4,617,744	$ 1,575,647	34.12%	$ (40,698)
WATER AND SEWER	$ 558,835	$ 282,963	50.63%	$ 558,835	$ 282,983	50.64%	$ (20)
TOTAL PUBLIC WORKS	$ 5,289,267	$ 1,817,912	34.37%	$ 5,176,579	$ 1,858,630	35.90%	$ (40,718)
INTERGOVERNMENTAL PROGRAMS							
AUBURN-LEWISTON AIRPORT	$ 105,000	$ 52,500	50.00%	$ 105,000	$ 52,500	50.00%	$ -
E911 COMMUNICATION CENTER	$ 1,036,409	$ 518,425	50.02%	$ 1,035,381	$ 516,982	49.93%	$ 1,443
LATC-PUBLIC TRANSIT	$ 235,496	$ 117,686	49.97%	$ 235,548	$ -	0.00%	$ 117,686
LAEGC-ECONOMIC COUNCIL	$ -	$ -		$ 160,687	$ 80,343	50.00%	$ (80,343)
COMMUNITY LITTLE THEATER	$ -	$ -		$ 20,160	$ -	0.00%	$ -
TAX SHARING	$ 270,000	$ 41,793	15.48%	$ 289,000	$ 43,602	15.09%	$ (1,809)
TOTAL INTERGOVERNMENTAL	$ 1,646,905	$ 730,404	44.35%	$ 1,845,776	$ 693,427	37.57%	$ 36,977
COUNTY TAX	$ 2,029,513	$ 2,029,512	100.00%	$ 2,006,244	$ 2,006,244	100.00%	$ 23,268
TIF (10108058-580000)	$ 2,555,723	$ -	0.00%	$ 2,619,142	$ 2,590,947	98.92%	$ (2,590,947)
OVERLAY	$ -	$ -		$ -	$ -	0.00%	$ -
							$ -
TOTAL CITY DEPARTMENTS	**$ 36,140,508**	**$ 17,577,197**	**48.64%**	**$ 36,389,414**	**$ 19,921,864**	**54.75%**	**$ (2,344,667)**
EDUCATION DEPARTMENT	$ 37,128,028	$ 13,414,290	36.13%	$ 34,705,246	$ 7,210,469	20.78%	$ 6,203,821
TOTAL GENERAL FUND EXPENDITURES	**$ 73,268,536**	**$ 30,991,487**	**42.30%**	**$ 71,094,660**	**$ 27,132,333**	**38.16%**	**$ 3,859,154**

CITY OF AUBURN, MAINE
INVESTMENT SCHEDULE
AS Of Novmeber 30, 2013

INVESTMENT		FUND	BALANCE November 30, 2013	BALANCE October 31, 2013	INTEREST RATE	WEIGHTED AVG YIELD
BANKNORTH MNY MKT	24-1242924	GENERAL FUND	$ 55,362.76	$ 55,355.63	**0.20%**	
BANKNORTH MNY MKT	24-1745910	GF-WORKERS COMP	$ 49,257.97	$ 49,254.62	**0.10%**	
BANKNORTH MNY MKT	24-1745944	GF-UNEMPLOYMENT	$ 66,937.24	$ 66,928.62	**0.20%**	
BANKNORTH CD	7033	GF-UNEMPLOYMENT	$ 102,404.84	$ 102,404.84	**2.64%**	
BANKNORTH MNY MKT	24-1809302	SPECIAL REVENUE	$ 52,585.75	$ 52,578.98	**0.20%**	
BANKNORTH MNY MKT	24-1745902	SR-PERMIT PARKING	$ 198,098.51	$ 198,073.00	**0.20%**	
BANKNORTH MNY MKT	24-1745895	SR-TIF	$ 1,118,421.96	$ 1,118,277.96	**0.20%**	
BANKNORTH MNY MKT	24-1746819	CAPITAL PROJECTS	$ 11,764,427.02	$ 5,901,551.38	**0.20%**	
BANKNORTH MNY MKT	24-1745928	ICE ARENA	$ 249,427.40	$ 249,395.29	**0.10%**	
GRAND TOTAL			**$ 13,656,923.45**	**$ 7,793,820.32**		**0.23%**

City of Auburn, Maine
"Maine's City of Opportunity"
Financial Services

To: Clinton Deschene, City Manager
From: Jill Eastman, Finance Director
Re: Arena Financial Reports for November 30, 2013

Attached you will find a Statement of Net Assets and a Statement of Activities for the Ingersoll Arena and the Norway Savings Bank Arena as of November 30, 2013.

Statement of Net Assets:
The Statement of Net Assets lists current assets, noncurrent assets, liabilities and net assets.

Current Assets:
As of the end of November 2013 the total current assets were $70,520. These consisted of cash and cash equivalents of $249,874, accounts receivable of $24,950 and an interfund payable of $204,304, which means that the Arenas owe the General Fund $204,304, so net cash available to the arena is $45,570 at the end of November. The large increase in the interfund payable is primarily due to the payment for the new Olympia Ice Machine of $122,050. The City will be reimbursed for this purchase by Mr. Schott.

The accounts receivable of $24,950 consists of the following outstanding invoices for ice time that has been billed to various organizations. There are also current invoices that were billed in November for sign advertisement at the new twin sheet arena. At the end of November the outstanding accounts were categorized as follows: $6,555 that are current, $18,395 that are over 120 days past due. The past due invoice is broken down as follows:

Auburn Youth Hockey: $18,395 – the original balance was $51,195, and the Youth Hockey Organization entered into a payment agreement and has paid a total of $32,800 towards this outstanding balance to date.

Noncurrent Assets:
Noncurrent assets are the building, equipment and any building and land improvements, less depreciation. The total value of noncurrent assets as of November 30, 2013 were $630,402.

Liabilities:
The arena liabilities as of November 30, 2013, consisted of $167 of accounts payable, which is for invoices that we had received, but had not processed as of the end of the month.

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 Arena through November 2013, are $73,625 and revenues for Norway Savings Bank Arena were $88,519. This revenue comes from the concessions, sign advertisements, pro shop lease, youth programming, shinny hockey, public skating and ice rentals.

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The operating expenses for Ingersoll Arena through November 2013, were $116,090 and for Norway Savings Bank Arena were $260,039. These expenses include personnel costs, supplies, utilities, repairs, capital purchases and maintenance.

As of November 2013 the arenas have operating losses of $42,465 and $171,520 respectively.

Non-operating revenue and expenses consist of interest income and debt service payments. The interest income to date is $693 and debt service expense to date is $82,801.

As of November 31, 2013 the arenas have a combined decrease in net assets of $296,093.

CITY OF AUBURN, MAINE
Statement of Net Assets
Proprietary Funds
November 30, 2013

Business-type Activities - Enterprise Funds

			Combined
ASSETS			
Current assets:			
Cash and cash equivalents		$	249,874
Interfund receivables			(204,304)
Accounts receivable			24,950
	Total current assets		70,520
Noncurrent assets:			
Capital assets:			
Buildings			672,279
Equipment			826,911
Land improvements			18,584
Less accumulated depreciation			(887,372)
	Total noncurrent assets		630,402
	Total assets		700,922
LIABILITIES			
Accounts payable			167
Total liabilities			167
NET ASSETS			
Invested in capital assets			630,402
Unrestricted			70,353
Total net assets		**$**	**700,755**

CITY OF AUBURN, MAINE
Statement of Revenues, Expenses and Changes in Net Assets
Proprietary Funds
Business-type Activities - Enterprise Funds
Statement of Activities
November 30, 2013

	Ingersoll Ice Arena	Norway Savings Arena	Total
Operating revenues:			
Charges for services	$ 73,625	$ 88,519	$ 162,144
Operating expenses:			
Personnel	59,336	32,686	92,022
Supplies	6,784	55,755	62,539
Utilities	41,090	90	41,180
Repairs and maintenance	8,614	-	8,614
Depreciation	-	-	-
Capital expenses		132,884	132,884
Other expenses	266	38,624	38,890
Total operating expenses	116,090	260,039	376,129
Operating gain (loss)	(42,465)	(171,520)	(213,985)
Nonoperating revenue (expense):			
Interest income	693	-	693
Interest expense (debt service)	(82,801)	-	(82,801)
Total nonoperating expense	(82,108)	-	(82,108)
Gain before transfer	(124,573)	(171,520)	(296,093)
Transfers out	-	-	
Change in net assets	(124,573)	(171,520)	(296,093)
Total net assets, July 1	996,848	-	996,848
Total net assets, October 31, 2013	**$ 872,275**	**$ (171,520)**	**$ 700,755**

City Council
Agenda Information Sheet

City of Auburn

Council Agenda Date: December 16, 2013 Order 86-10072013

Author: Eric J. Cousens, Planning and Permitting Director

Item(s) checked below represent the subject matter related to this item.

☐**Comprehensive Plan** ☐**Work Plan** ☐**Budget** ☐**Ordinance/Charter** ☒**Other Business*** ☐**Council Goals****

****If Council Goals please specify type:** ☐***Safety*** ☐***Economic Development*** ☐***Citizen Engagement***

Subject: Morris Auto Mart, 940 Washington Street Junkyard License Renewal

---

Information: The business owner has made progress towards compliance but has been unable to obtain full compliance with the operating standards required for renewal of his license. Staff has made a substantial effort to give the business a chance to comply with inspections in September, October, November and now December 10th. The Council has also made a substantial effort buy continuing the license hearing on two separate occasions to allow for more time. State law allows that a municipality may issue a permit if the business complys with the required operating standards, but does not require issuance nor does it allow the municipality to issue the license or permit if the standards are not met. An updated inspection memo is attached and the storage of vehicles within the floodplain with fluids continues to occur at the site.

Financial: None immediately. The cost of further enforcement will need to be considered by the Council if voluntary compliance cannot be obtained.

Action Requested at this Meeting: Vote to deny the license renewal and to accept the findings of fact.

Previous Meetings and History: September 9 Workshop and October 1 and November 4, 2013 meeting.

Attachments:
Order 86-10072013
Current Flood Map
Inspection Memorandum dated December 10, 2013
Findings of fact

**Agenda items are not limited to these categories.*

Tizz E. H. Crowley, Ward One
Robert Hayes, Ward Two
Mary Lafontaine, Ward Three
David Young, Ward Four

Leroy Walker, Ward Five
Belinda Gerry, At Large
Joshua Shea, At Large

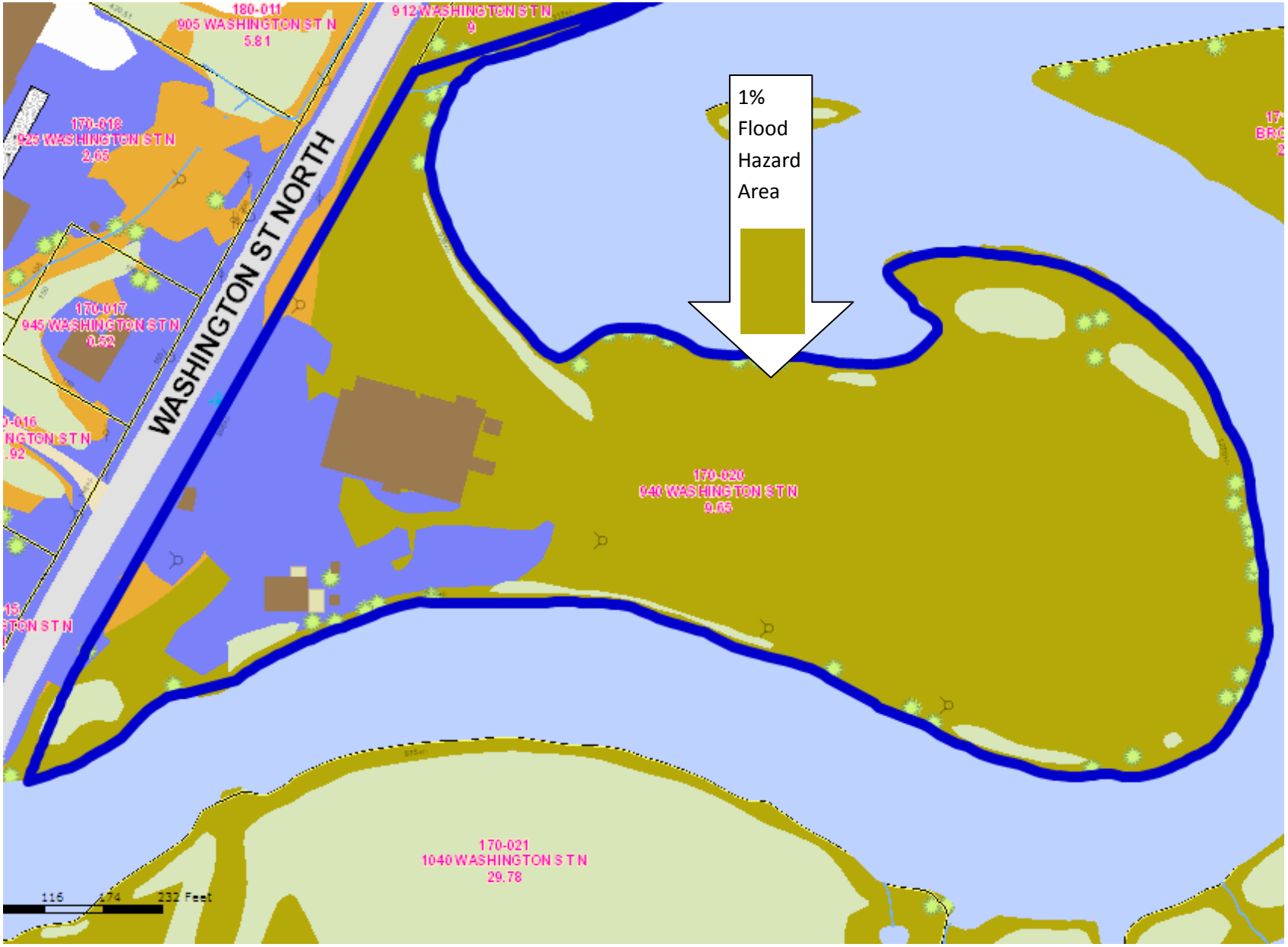
Jonathan LaBonte, Mayor

IN CITY COUNCIL

ORDER 86-10072013

ORDERED, that the City Council hereby approves the annual renewal request for an Auto Graveyard/Junkyard permit for Morris Auto Parts, 940 Washington Street North.

Current Flood Map



City of Auburn, Maine

"Maine's City of Opportunity"

Office of Planning & Permitting

To: Mayor and City Council

From: Eric J. Cousens, Director of Planning and Permitting

Re: October 2013 Junkyard License Inspections - Morris Auto Mart - 940 Washington ST. N

Date: December 10, 2013

At the Council meetings on October 1st and November 4th, the Council postponed action on the Morris Auto Mart junkyard license renewal due to noncompliance with State and Local requirements.

The inspection prior to the November 4th hearing revealed that there were still some operational violations and some improvements from the previous inspection. The operator was still storing vehicles within the floodplain and within 100' of inland waters that contained batteries and fluids which is a violation of MRSA 30-A, 3754-A, 5B. The property owner agreed to remedy the violations and has substantially reduced the number of vehicles containing fluids within the restricted areas. They had also devised a marking system to track which vehicles have been processed and fluids drained. I was given a detailed explanation of how they planned to comply with this requirement and the marking system was helping them do that.

An inspection on December 10, 2013 was conducted with Don St. Germaine present. The business essentially has three useable areas as follows:

1: The front parking lot near Washington Street North. Much of this area is out of the 100 year floodplain but it is not screened from view and cannot be used for storage of junk vehicles. It can be used for customer and employee parking, loading/unloading and storage of operational vehicles and display of operational vehicles for sale. Historically, we remind the owner to discontinue storing junk vehicles in this area at most annual inspections and sometimes more frequently throughout the year.

2. Storage of new intakes. These are vehicles that still need to be processed and then the fluids, batteries and mercury switches can be removed. The process can be delayed by acquiring title to a vehicle. In areas outside the floodplain the law allows 180 days to do this. In areas within the 100-year floodplain, the storage of vehicles with fluids is prohibited. The floodplain prohibition is relatively new and we have been working to bring the existing business into compliance with the operating standards. The recent 2013 flood maps actually increased the area that will allow storage of vehicles with fluids slightly. Staff encouraged the owner the clear storage out of the

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areas that are outside of the mapped floodplain and use them for the storage of intake vehicles. He may also modify the screening to increase storage area and use mapped flood areas for customer and employee parking. The inspection on December 10th confirmed that they have chosen to use an area within the floodplain for this storage and processing and there were approximately a dozen vehicles that the owner indicated had not been drained or processed yet.

3. Long term storage of vehicles. Although any junkyard use or development within a floodplain can be problematic, the law allows for longer term storage of vehicles without fluids, batteries or mercury switches in these areas. I did not review all of the vehicles within the long term storage area as there are approximately 500, but planned to randomly check 10 vehicles unless I found fluids in one of them before checking all 10. I found that the second random vehicle had not been drained or processed for storage within the floodplain. The owner explained that they misplaced the vehicle, but that has also been the case at the previous inspections where we checked a larger sample and still found that about 50% contained fluids. The problem with leaving the fluids in the floodplain is that when a flood occurs, like the flood last year at the property, the submerged cars fill with floodwater and any fluids will float out of the submerged engines and into the floodwater of the Little Androscoggin River.

At previous inspections the owner has been cooperative and reassured staff that he would comply. At the December 10th inspection, Mr. St. Germaine made it very clear that he disagrees with the flood maps and that he believes the boundaries are incorrect. I have previously explained how to have the flood maps reviewed and appealed at his expense if he disagrees. He also believes he is "grandfathered" from the operating standards and, therefore, does not need to comply. Although his location is grandfathered or legally nonconforming from a zoning perspective, he is not allowed to violate operational standards simply because he processed and stored vehicles in that way before the standard was in place. It should also be noted that most if not all of the vehicles in question have been placed in the flood plain after the standard existed.

Based on the inspections and documented noncompliance, staff recommends that the license be denied. We will then follow up with the business with a deadline to remedy violations and reapply for a license or to eliminate the junkyard operation. If voluntary compliance is achieved then there will be no legal expenses, however, it is likely that legal action will be required. If the license is denied, then staff will recommend an executive session to discuss the potential legal matter at a future date.

The Auburn City Council finds the following facts regarding the operation of Morris Auto Parts Junkyard and Auto Graveyard:

1. City Staff, specifically Eric J. Cousens, Director of Planning and Permitting, conducted 3 inspections of Morris Auto Mart at 940 Washington Street, Auburn Maine 04210, acting as an agent of the City Council in carrying out their responsibilities spelled out in MRSA 30-A §3754-A. Limitations on Graveyard, Automobile Recycling Businesses and Junkyard Permits.

2. Inspection 1 was conducted on September 9, 2013 and confirmed that the operator was storing vehicles within the floodplain and within 100' of inland waters that still contain batteries and fluids which is a violation of MRSA 30-A, 3754-A, 5B.

3. Pursuant to MRSA 30-A, 3754-A,10. Standard for permit. The municipal officers or county commissioners may issue a permit to an automobile graveyard or junkyard if that automobile graveyard or junkyard meets the operating standards set forth in subsection 5.

4. Inspection 2 was conducted on October 1, 2013 and confirmed that the operator was storing vehicles within the floodplain and within 100' of inland waters that still contain batteries and fluids which is a violation of MRSA 30-A, 3754-A, 5B. As an alternative to denying the permit, the Auburn City Council attempted to allow additional time for the business to remedy violation of the MRSA 30-A, 3754-A, 5B by tabling action to the November 4, 2013 Council Meeting.

5. Inspection 3 was conducted on October 28, 2013 and confirmed that the operator was storing vehicles within the floodplain and within 100' of inland waters that still contain batteries and fluids which is a violation of MRSA 30-A, 3754-A, 5B. As an alternative to denying the permit, the Auburn City Council attempted to allow additional time for the business to remedy violation of the MRSA 30-A, 3754-A, 5B by delaying action to the December 16, 2013 Council Meeting.

6. Inspection 4 was conducted on December 10, 2013 and confirmed that the operator continues to store vehicles within the floodplain and within 100' of inland waters that still contain batteries and/or fluids which is a violation of MRSA 30-A, 3754-A, 5B.

7. The Council further concludes that they may not approve the license/permit renewal for Morris Auto Mart at 740 Washington Street North unless the junkyard meets the operating standards set forth in subsection 5 of MRSA 30-A, 3754-A.

Tizz E.H. Crowley	Robert Hayes
Mary LaFontaine	Adam Lee
Leroy Walker	Belinda Gerry
David Young	

30-A §3754-A. LIMITATIONS ON GRAVEYARD, AUTOMOBILE RECYCLING BUSINESS AND JUNKYARD PERMITS

30-A §3754-A. LIMITATIONS ON GRAVEYARD, AUTOMOBILE RECYCLING BUSINESS AND JUNKYARD PERMITS

1. **Highways; Interstate System and Primary System.** A permit may not be granted for an automobile graveyard or junkyard within 1,000 feet of the right-of-way of any highway incorporated in both the Interstate System and Primary System or within 600 feet of the right-of-way of any other highway, except for:

A. Those automobile graveyards or junkyards that are kept entirely screened from ordinary view from the highway at all times by natural objects, plantings or fences. Screening required by this paragraph must be:

(1) At a height, density and depth sufficient to accomplish complete screening from ordinary view;

(2) Well constructed and properly maintained at a minimum height of 6 feet;

(3) Placed outside of the highway right-of-way; and

(4) Acceptable to the municipal officers or county commissioners; and [2003, c. 312, §9 (NEW).]

B. Those automobile graveyards or junkyards located within areas that have been zoned for industrial use and located more than 600 feet but less than 1,000 feet from the right-of-way of any highway incorporated in both the Interstate System and Primary System. [2003, c. 312, §9 (NEW).]

[2003, c. 312, §9 (NEW) .]

2. **Limitation on new permits.** A permit may not be granted for an automobile graveyard or junkyard established after October 3, 1973 and located within 100 feet of any highway.

[2003, c. 312, §9 (NEW) .]

3. **Public facilities.** A new permit may not be granted for an automobile graveyard or junkyard that is:

A. Located within 300 feet of a public building, public park, public playground, public bathing beach, school, church or cemetery; and [2003, c. 312, §9 (NEW).]

B. Within ordinary view from a facility under paragraph A. [2003, c. 312, §9 (NEW).]

[2003, c. 312, §9 (NEW) .]

4. **Public and private water supplies.** A permit may not be granted for an automobile graveyard, junkyard or automobile recycling business that handles junk, scrap metal, vehicles or other solid waste within 300 feet of a well that serves as a public or private water supply. This prohibition does not include a private well that serves only the automobile graveyard, junkyard, automobile recycling business or the owner's or operator's abutting residence. This prohibition does not apply to wells installed after an automobile graveyard, junkyard or automobile recycling business has already received a permit under section 3753.

Automobile graveyards, junkyards and automobile recycling businesses operating under the terms of permits issued prior to the effective date of this subsection and handling junk, scrap metal, vehicles or other solid waste within 300 feet of wells that serve as public or private water supplies may continue to operate in those locations under the terms of those permits. Municipal officers or county commissioners may renew a permit allowing the continued handling of junk, scrap metal, vehicles or other solid waste within 300 feet of a well serving as a public or private water supply as long as no further encroachment toward the well occurs. The municipal officers or county commissioners may not renew a permit if there is substantial, credible evidence that the permitted activities have caused contamination of the well.

[2005, c. 424, §3 (AMD) .]

5. **Operating standards.** All automobile graveyards and junkyards permitted pursuant to section 3753 are required to comply with the following standards:

A. All fluids, including, but not limited to, engine lubricant, transmission fluid, brake fluid, power steering fluid, hydraulic fluid, engine coolant, gasoline, diesel fuel and oil, must be properly handled in such a manner that they do not leak, flow or discharge into or onto the ground or into a body of water; [2005, c. 247, §1 (AMD); 2005, c. 247, §7 (AFF).]

B. A vehicle containing fluids may not be stored or dismantled:

(1) Within 100 feet of any body of water or freshwater wetland, as defined by Title 38, section 436-A, subsection 5;

(2) Within the 100-year floodplain; or

(3) Over a mapped sand and gravel aquifer; [2003, c. 312, §9 (NEW).]

C. Junk, scrap metal, vehicles or other solid wastes may not be placed or deposited, directly or indirectly, into the inland waters or tidal waters of the State or on the ice of inland waters or tidal waters or on the banks of inland waters or tidal waters in such a manner that they may fall or be washed into these waters; [2005, c. 247, §2 (AMD); 2005, c. 247, §7 (AFF).]

D. Junkyard and automobile graveyard owners must demonstrate at the time of licensing that the facility or facilities for which they seek permits are, or are part of, a viable business entity and the facility or facilities are actively engaged in the business of salvaging, recycling, dismantling, processing, repairing or rebuilding junk or vehicles for the purpose of sale or trade; [2005, c. 683, Pt. A, §51 (RPR).]

E. A log must be maintained of all motor vehicles handled that includes the date each vehicle was acquired, a copy of the vehicle's title or bill of sale and the date or dates upon which all fluids, refrigerant, batteries and mercury switches were removed; [2005, c. 247, §3 (NEW); 2005, c. 247, §7 (AFF).]

F. All fluids, refrigerant, batteries and mercury switches must be removed from motor vehicles that lack engines or other parts that render the vehicles incapable of being driven under their own motor power or that are otherwise incapable of being driven under their own motor power, appliances and other items within 180 days of acquisition. Motor vehicles, appliances and other items acquired by and on the premises of a junkyard or automobile graveyard prior to October 1, 2005 must have all fluids, refrigerant, batteries and mercury switches removed by January 1, 2007. Fluids required to be removed under this paragraph must be removed to the greatest extent practicable; [2005, c. 247, §3 (NEW); 2005, c. 247, §7 (AFF).]

G. Storage, recycling or disposal of all fluids, refrigerant, batteries and mercury switches must comply with all applicable federal and state laws, rules and regulations; and [2005, c. 247, §3 (NEW); 2005, c. 247, §7 (AFF).]

H. All fluids, refrigerant, batteries and mercury switches must be removed from motor vehicles, appliances and other items before crushing or shredding. Fluids required to be removed under this paragraph must be removed to the greatest extent practicable. [2005, c. 247, §3 (NEW); 2005, c. 247, §7 (AFF).]

[2005, c. 683, Pt. A, §51 (AMD) .]

6. **Rules.** A permit, other than a limited-term permit as described in this section, may not be granted for an automobile graveyard or automobile recycling business that is not in compliance with all applicable provisions of the automobile dealer or recycler licensing provisions of Title 29-A, chapter 9. Municipal

officers or county commissioners may award a limited-term permit conditioned upon an automobile graveyard's or automobile recycling business's demonstrating compliance with the provisions of Title 29-A, chapter 9 within 90 calendar days of the issuance of the municipal or county limited-term permit.

[2003, c. 312, §9 (NEW) .]

6-A. **Relationship to state storm water requirements.** After October 30, 2005, municipal officers or county commissioners may reject an application for an automobile graveyard or automobile recycling business if the applicant has not demonstrated that:

A. A notice of intent has been filed with the Department of Environmental Protection to comply with the general permit provisions for storm water discharges; or [2005, c. 247, §4 (NEW); 2005, c. 247, §7 (AFF).]

B. The Department of Environmental Protection has determined that a storm water discharge permit is not required. [2005, c. 247, §4 (NEW); 2005, c. 247, §7 (AFF).]

[2005, c. 247, §4 (NEW); 2005, c. 247, §7 (AFF) .]

7. **Local ordinances.** This subchapter may not be construed to limit a municipality's home rule authority to enact ordinances with respect to automobile graveyards, automobile recycling businesses and junkyards that the municipality determines reasonable, including, but not limited to, ordinances concerning:

A. Compliance with state and federal solid waste and hazardous waste regulations; [2003, c. 312, §9 (NEW).]

B. Fire and traffic safety; [2003, c. 312, §9 (NEW).]

C. Levels of noise that can be heard outside the premises; [2003, c. 312, §9 (NEW).]

D. Distance from existing residential or institutional uses; [2003, c. 312, §9 (NEW).]

E. The effect on groundwater and surface water, as long as municipal ordinances on groundwater are no less stringent than or inconsistent with rules adopted by the Department of Environmental Protection; and [2003, c. 312, §9 (NEW).]

F. Best management practices for automobile graveyards, junkyards and automobile recycling businesses developed by the Department of Environmental Protection. [2003, c. 312, §9 (NEW).]

Municipal officers or county commissioners shall consider compliance with these local ordinances in deciding whether to grant or deny a permit for any automobile graveyard, automobile recycling business or junkyard and in attaching conditions of approval to a permit.

[2003, c. 312, §9 (NEW) .]

8. **Applicability.** Municipalities may apply local ordinances adopted previously under subsection 7 pertaining to automobile graveyards and junkyards to an automobile recycling business without amending those ordinances to include automobile recycling businesses. A municipality must provide notice of its intent to apply these ordinances at the time an application for an automobile recycling business permit is filed.

[2003, c. 312, §9 (NEW) .]

9. **Right of entry.** Municipal officers or their designees may, to carry out the provisions of this subchapter or to determine compliance with any laws, ordinances, license or permit approvals, decisions or conditions:

A. Enter any automobile graveyard, junkyard or automobile recycling business property and inspect all outside areas, equipment and activities at reasonable hours for compliance with the laws or ordinances set forth in accordance with this subchapter; and [2003, c. 312, §9 (NEW).]

B. Enter any building on the property with the consent of the owner, occupant or agent to inspect the building and activities within the building for compliance with the laws or ordinances set forth in accordance with this subchapter. [2003, c. 312, §9 (NEW).]

A municipal officer's or designee's entry onto property under this subsection is not a trespass.

[2003, c. 312, §9 (NEW) .]

10. **Standard for permit.** The municipal officers or county commissioners may issue a permit to an automobile graveyard or junkyard if that automobile graveyard or junkyard meets the operating standards set forth in subsection 5.

[2005, c. 424, §5 (NEW) .]

For purposes of revocation or suspension of a permit pursuant to section 3758-A, subsection 5, each of the standards set forth in this section is a condition of a permit. [2005, c. 424, §6 (NEW).]

SECTION HISTORY
2003, c. 312, §9 (NEW). 2005, c. 247, §§1-4 (AMD). 2005, c. 247, §7 (AFF). 2005, c. 424, §§3-6 (AMD). 2005, c. 683, §A51 (AMD).

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City Council
Agenda Information Sheet

City of Auburn

Council Meeting Date: December 16, 2013 **Order** 108-12022013

Author: Roland Miller

Item(s) checked below represent the subject matter related to this workshop item.

☐**Comprehensive Plan** ☐**Work Plan** ☐**Budget** ☐**Ordinance/Charter** ☐**Other Business*** ☐**Council Goals****

****If Council Goals please specify type:** ☐***Safety*** ☐***Economic Development*** ☐***Citizen Engagement***

Subject: Amendment to TIF district #14

Information: The removal of 8.53 acres of land (which is the project site of the arena) from TIF district #14 allows for the stipulation of specific terms for a development project. The amendment proposal before you makes adjustment to the original TIF #14 development program and financial plan based upon the removal of this land. All other terms of the Development Program remain in effect.

Financial: none

Action Requested at this Meeting: approval

Previous Meetings and History: Council workshop November 18, 2013, Council Agenda December 2, 2013 and item was postponed until today's meeting.

Attachments:
Order 108-12022013 approving the amendment

**Agenda items are not limited to these categories.*

Tizz E. H. Crowley, Ward One
Robert Hayes, Ward Two
Mary Lafontaine, Ward Three
David Young, Ward Four

Leroy Walker, Ward Five
Belinda Gerry, At Large
Joshua Shea, At Large

Jonathan LaBonte, Mayor

IN CITY COUNCIL

ORDER 108-12022013

WHEREAS, the City of Auburn, Maine ("City") is considering whether to amend the Auburn Mall Revitalization and Tax Increment Financing District #14 Development Program and adopt the proposed amendments presented to the City Council, designation and adoption to be pursuant to the following terms and provisions; and

WHEREAS, the City is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to remove a specified parcel of land from the previously approved (October 30, 2006) Tax Increment Finance District #14 - Auburn Mall Revitalization in Mall area as amended (July 20, 2009); and

WHEREAS, on December 2, 2013 the City will hold a public hearing on the question of amending the previously approved district in accordance with the requirements of 30-A M.R.S.A. 5253, upon at least ten (10) days prior notice published in a newspaper of general circulation within the City; and

WHEREAS, it is expected that approval will be sought and obtained from the Maine Department of Economic and Community Development approving the amendment of the district;

NOW, THEREFORE BE IT HEREBY ORDERED BY THE CITY COUNCIL OF THE CITY OF AUBURN:

Tax Increment Finance District #14 - Auburn Mall revitalization be amended to remove tax parcel 290-010-001 from the district and the baseline valuation be adjusted to recognize that removal and the City Manager be authorized to submit this amendment to the Maine Department of Economic and Community Development.

City Council
Agenda Information Sheet

City of Auburn

Council Meeting Date: December 16, 2013 **Order** 109-12022013

Author: Roland Miller

Item(s) checked below represent the subject matter related to this workshop item.

☐**Comprehensive Plan** ☐**Work Plan** ☐**Budget** ☐**Ordinance/Charter** ☐**Other Business*** ☐**Council Goals****

****If Council Goals please specify type:** ☐***Safety*** ☐***Economic Development*** ☐***Citizen Engagement***

Subject: Approval of creating TIF #18

Information: The creation of a new TIF district #18 establishes a 20 year credit enhancement contract with the landlord. The impact of the proposed TIF district will be to reduce the rent payments to the City of Auburn by the amount of tax obligation associated with facility. The proposal is: 1) for the first five years 100%; 2) for years 6 through 10 75%; 3) for years 11 through 15 50%; and for years 16 through 20 25%.

Financial: The impact of establishing TIF district #18 is that the profit from the operation of the facility will increased and those funds will accrue to an enterprise account for the continued upkeep and operation of the arena.

Action Requested at this Meeting: Approval

Previous Meetings and History: Workshop 11-18-13, Council Agenda 12-2-2013 but item was postponed until today's meeting.

Attachments:
Order 109-12022013

**Agenda items are not limited to these categories.*

Tizz E. H. Crowley, Ward One
Robert Hayes, Ward Two
Mary Lafontaine, Ward Three
David Young, Ward Four

Leroy Walker, Ward Five
Belinda Gerry, At Large
Joshua Shea, At Large

Jonathan LaBonte, Mayor

IN CITY COUNCIL

ORDER 109-12022013

WHEREAS, the City of Auburn, Maine ("City") is considering whether to designate Auburn Municipal Tax Increment Finance District #18 and adopt the Development Program for the District presented to the City Council, designation and adoption to be pursuant to the following terms and provisions; and

WHEREAS, the City is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate specified areas within the City as a Municipal Development and Tax Increment Finance District (the "District") and to adopt a development program and financing plan for such a district; and

WHEREAS, the City continues to recognize the need for more commercial development in the City; and

WHEREAS, the City finds that there is a need to provide expanded employment opportunities for the citizens of Auburn, to improve and broaden the tax base of the City and to improve the general economy of the City, the surrounding region and the State of Maine; and

WHEREAS, the expansion of commercial development will enable the City to expand its tax base, improve the economic climate in order to attract additional businesses to the City; and

WHEREAS, there is a need to encourage the expansion, improvement and continuation of commercial facilities through the establishment of the Auburn Municipal Tax Increment Finance District #18 in accordance with the provisions of Chapter 206 of Title 30 - A; and

WHEREAS, on December 2, 2013 the City held a public hearing creating the "District" in accordance with the requirements of Maine Revised Statutes upon at least ten (10) days prior notice published in newspaper of general circulation within the City; and

WHEREAS, the City desires to designate the Auburn Municipal Tax Increment Financing District #18 and adopt the development program for such a district; and

WHEREAS, it is expected that approval will be sought and obtained from the Maine Department of Economic and Community Development approving the designation of the District and the adoption of the Development Program for the District;

NOW, THEREFORE, BE IT HEREBY ORDERED BY THE CITY COUNCIL OF THE CITY OF AUBURN:

Section 1. The City hereby finds and determines that:

A. At least 25%, by area, of the real property within the district, as hereby designated, is suitable for commercial development; and
B. The total area of the District does not exceed 2% of the total acreage of the City, and the total area of all development districts within the City (including the District) does not exceed 5% of the total acreage of the City; and
C. The total equalized value of taxable property within the District as of April 1, 2013 together with equalized value of taxable property in other existing districts does not exceed 5% of the total equalized value of taxable property within the City; and
D. The designation of the District and pursuant to the development program will generate substantial economic benefits for the City and its residents, including employment opportunities, broadening in improving the tax base and serve as an economic stimulus and therefore constitutes a good and valid public purpose.

Section 2. Pursuant to Chapter 206 of Title 30 - A of the Maine Revised Statutes, as amended, the City hereby designates Auburn Municipal Tax Increment Financing District #18 Development Program, designated and described as more particularly set forth in the form attached hereto and presented to the City Council and such development program is hereby incorporated by reference into the Development Program for the District.

Section 3. The City Manager be, and hereby is, authorized, empowered and directed to submit the proposed designation of the District and the proposed Development Program for the District to the State of Maine Department of Economic and Community Development for review and approval pursuant to statutory requirements.

Section 4. The City Manager be, and hereby is, authorized and empowered, at his discretion, from time to time, to make such technical revisions to the Development Program for the District as may be reasonably necessary or convenient in order to facilitate the process for review and approval of the District by the State of Maine Department of Economic and Community Development, or for any other reason, so long as such revisions are not inconsistent with these resolutions or the basic structure and intent of the Development Program.

Section 5. The foregoing designation of the District and the adoption of the Development Program for the District shall become final and shall take full force and effect upon receipt by the City of approval of the designation of the District and adoption of the Development Program by the Department of Economic and Community Development, without requirements of further action by the City, the City Council, or any other party.

Section 6. The City Manager be, and hereby is, authorized and directed to enter into the Credit Enhancement Agreement contemplated by the Development Program, and in the name of and on behalf of the City, such agreement to be in such form and to contain such terms and provisions, not inconsistent with the Development Program, as the City Manager may approve, such approval to the conclusively evidenced by such execution thereof.

City Council
Agenda Information Sheet

City of Auburn

Council Meeting Date: December 16, 2013 **Order** 115-12162013

Author: Jill M. Eastman, Finance Director

Item(s) checked below represent the subject matter related to this workshop item.

☐**Comprehensive Plan** ☐**Work Plan** ☐ **Budget** ☐**Ordinance/Charter** ☐**Other Business*** ☐**Council Goals****

****If Council Goals please specify type: ☐***Safety*** ☐***Economic Development*** ☐***Citizen Engagement***

Subject: Acceptance of the FY13 Comprehensive Annual Financial Report (CAFR)

Information: The FY 13 CAFR is complete and needs to be accepted.

Financial:

Action Requested at this Meeting: Passage

Previous Meetings and History: Presentation by Casey Leonard of the auditing firm Runyon Kersteen and Ouellette

Attachments:

Electronic Copy of CAFR (Printed Copy to be handed out at the meeting)
Order 115-12162013

**Agenda items are not limited to these categories.*

Tizz E. H. Crowley, Ward One
Robert Hayes, Ward Two
Mary Lafontaine, Ward Three
Adam Lee, Ward Four

Leroy Walker, Ward Five
Belinda Gerry, At Large
David Young, At Large

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 115-12162013

ORDERED, that the Auburn City Council accept the Fiscal Year 2013 Comprehensive Annual Financial Report as presented by Casey Leonard of Runyon Kersteen Ouellette on December 16, 2013.

City Council
Agenda Information Sheet

City of Auburn

Council Meeting Date: December 16, 2013 **Order** 116-121620103

Author: Deborah Grimmig, Human Resources Director

Item(s) checked below represent the subject matter related to this workshop item.

☐**Comprehensive Plan** ☐**Work Plan** ☐**Budget** ☐**Ordinance/Charter** ☒**Other Business*** ☐**Council Goals****

****If Council Goals please specify type:** ☐***Safety*** ☐***Economic Development*** ☐***Citizen Engagement***

Subject: Authorizing the City Manager to execute two collective bargaining agreements with MAP Command Unit.

Information: Map Command Unit represents Police Sergeants and Lieutenants. The contract expired June 30, 2013. The Union and Management have been working on a successor contract since that time. We have reached a tentative agreement.

This Information Sheet covers two contracts. The first is effective 7/1/13 through 6/30/14. The second is a three year contract covering 7/1/14 through 6/30/17. This contract includes a change in the health insurance plan, and an in-service retirement plan, as well as other language items.

Financial: There is no wage increase in FY 14. The contract provides a 2% wage adjustment for FY 15 and 3% wage adjustments for FY 16 and FY 17. It also includes an additional step in the third year of the contract to bring the salaries closer to those paid in comparable communities.

Action Requested at this Meeting: Recommend passage

Previous Meetings and History: The Police Command Unit contracts were discussed in previous Executive Sessions, the most recent on 12/3/13.

Attachments:
Order 116-12162013

**Agenda items are not limited to these categories.*

CONTRACT BETWEEN THE CITY OF AUBURN AND THE MAINE ASSOCIATION OF POLICE COMMAND UNIT

July 1, 2013 through June 30, 2014

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PREAMBLE

Pursuant to the provisions of Chapter 9A, Revised Statutes of Maine, Title

26 as enacted by the Maine Legislature, Revised September 1989 of the Municipal Public Employees Labor Relations Act, this agreement is entered into by the City of Auburn, Maine (hereinafter known as the City) and Maine Association of Police (hereinafter known as the Union).

It is the intent and purpose of the parties to set forth herein the entire Agreement covering rates of pay; wages, hours of employment and other conditions of employment; to increase the efficiency and productivity of employees in the Police Department; to provide for the prompt and fair settlement of grievances without any interruption of or other interference with the operation of the Police Department.

ARTICLE 1 - BARGAINING UNIT

It is expressly agreed that previous negotiations are without prejudice to the right of the City to object to the composition of the bargaining unit being represented by the negotiating team of the Union in any subsequent contract year. For the purpose of this agreement, the Maine Association of Police will represent all Lieutenants (with the exception of the Administrative Division Commander) and Sergeants in the Auburn Police Department.

ARTICLE 2 - RECOGNITION OF CITY 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 functions including the full and exclusive control, direction, and supervision of operations and personnel including the right to hire, promote, suspend or otherwise discipline superior officers under the City Charter and Ordinances.

ARTICLE 3 - RECOGNITION OF RIGHTS OF MEMBERS OF THE UNION

Section 1 Investigation of Police Misconduct

Members of the Auburn Police Department hold a unique status as public officers, and the security of the City and its citizens depends to a great extent upon the manner in which members of the department perform their many duties, of contacts and relationships with the public. Out of such contacts and relationships may arise

questions concerning the actions of members of the force. Such questions may require prompt investigation by superior officers designated by the Chief of Police or other competent authority.

To insure that such investigations are conducted in a manner conducive to good order and discipline, while observing and protecting the individual rights of each member of the department, the following rules of procedure are established:

A) To the extent possible, the interrogation will be conducted at a reasonable time taking into consideration the working hours of the member and the legitimate interests of the department. The officer conducting the interrogation shall advise the member that an investigation is being conducted. The investigating officer shall inform the member of the nature of the alleged conduct which is the subject matter of the interrogation and, unless circumstances warrant anonymity, shall identify the complainant. If it is known that the member being interrogated is a witness only, he shall be so informed.

B) In any case in which a police officer has been identified as a suspect in a criminal investigation, the interrogation shall be tape recorded and the tape shall be preserved by the investigating officer until the investigation is completed and all charges dropped or processed to conclusion. At his request, the member or his attorney may listen to, transcribe, or copy all or any portion of the tape.

The interrogation shall be conducted with as much confidentiality as possible. The interrogation of a member suspected of violating department rules and regulations shall be limited to questions which are reasonably related to the member's performance as it relates to the alleged violation.

C) If the member is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be afforded all rights granted under such circumstances to other persons.

D) In all cases in which a member is interrogated concerning a serious violation of departmental rules and regulations which, if proven, would be likely to result in his removal from the department, and where the same can be accomplished without unreasonably delaying or impeding the investigation, he shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his choosing and/or a representative of the Union before being interrogated and his attorney and/or a representative of the Union may be present during the interrogation, but may not participate in the interrogation except to counsel the member.

E) If the member under investigation is requested to submit to a polygraph examination, he or she will be furnished a list of questions which will be asked prior to the commencement of the examination. If a member is requested to submit to any other type of test, he or she will be advised of the type of test and the member will be afforded an opportunity to obtain a similar independent test if available.

F) The investigation will be conducted without unreasonable delay and the member will be advised of the final outcome of the investigation.

Section 2 Disciplinary Proceedings

Any member charged with a violation of department rules and regulations, incompetence, misconduct, negligence, insubordination, disloyalty or other serious disciplinary infraction may request a hearing provided such request is made in writing and delivered to the Chief or his representative no more than five days after the member is advised of the charge against him. No member shall be dismissed without first being given notice and an opportunity for a hearing whether he requests it or not. In the case of a member who has been suspended, the hearing shall, if requested by the member, be held no more than five days after the date when the suspension began.

The member shall be informed of the exact nature of the charge and shall be given sufficient notice of the hearing date and time to allow him an opportunity to consult legal counsel, conduct an investigation, and prepare a defense. The hearing, which shall be before the Chief, or in his absence or incapacity, the Acting Chief, shall be informal in nature. The member may be accompanied by legal counsel or a representative of the Union. The member shall have the right to confer with his representative at any time during the hearing and shall have the right to have his representative speak on his behalf. The member shall have the right to appeal the decision of the Chief, to the City Manager, as provided in Article 8, in any case involving a suspension. Any matters as to which a member has a right to a hearing under this Article shall not also be the subject of a grievance proceeding.

Section 3 Personnel Files

A) Insofar as permitted by law, all personnel records, including home addresses, telephone numbers, and pictures of members shall be confidential and shall not be released to any person other than officials of the department and other City officials, except upon a legally authorized subpoena or written consent of the member.

B) Upon request, a member shall have the right to inspect his official personnel record. Inspection shall be during regular business hours and shall be conducted under supervision of the department. A member shall have the right to make duplicate copies for his own use. No records shall be withheld from a member's inspection. A member shall have a right to have added to his personnel file a written refutation of any material which he considers detrimental.

C) No written reprimand, which has not previously been the subject of a hearing, shall 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 days thereafter, the member may file a written reply. If the Chief thereafter places the written reprimand in the member's personnel file, he shall also include the reply.

D) After two years, any officer may request that single incidents be purged from his personnel file. The request shall be submitted to a three member panel composed of a Union representative, the Police Chief or his representative, and the City Manager or his designee. The panel shall determine whether or not the request should be granted. The decision of the panel shall be final. Requests for purging may be made only once in a two year period for each individual incident.

ARTICLE 4 - NON-DISCRIMINATION

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

ARTICLE 5 - NO STRIKE/NO LOCKOUT

During the term of this Agreement, neither the Union nor its agents nor any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the City. During the term of this Agreement, neither the City nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

The Union agrees to notify all Local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be

caused or initiated by others, and to encourage employees violating this Article to return to work. Any or all employees who violate the provisions of this Article may be discharged or otherwise disciplined.

ARTICLE 6 - CHECK-OFF

The employer agrees to deduct the Union's weekly membership dues (uniform amount per member) and benefit premiums from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by Maine Association of Police, and the aggregate deductions of all employees shall be submitted together with an itemized statement to the Union on a quarterly basis, after such deductions are made. The written authorization for payroll deductions of Union membership dues shall be irrevocable during the term of this Agreement except that an employee may revoke the authorization, effective upon the expiration date of this Agreement, provided the employee notifies, in writing, the Employer and Maine Association of Police at least thirty (30) days, but not more than sixty (60) days prior to the expiration date of this Agreement.

The authorization for deduction of benefit fund contributions may be stopped at any time, provided the employee submits in writing, to the Employer and the Union a sixty (60) day notice of such intent. The Union shall indemnify the City and any Department of the City and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the City or any Department of the City for the purpose of complying with the provisions of this Article.

ARTICLE 7 - NEGOTIATIONS TIME-OFF

Section 1

The President or his designee shall be allowed reasonable time-off without loss of any benefits to represent members, at the members request, at any grievance procedure or departmental hearing and shall be allowed reasonable time to interview and represent a requesting member during all stages of a grievance procedure.

Section 2

Members of the Negotiating Committee shall be allowed reasonable time- off without loss of benefits to represent the Union on all negotiations with the City concerning the collective bargaining agreement.

Section 3

The Union shall supply a list of all members referred to in Section I and 2 to be kept at the Office of the Chief of Police for the purpose of verifying the status of the Union's President and Negotiating Committee.

ARTICLE 8 - GRIEVANCE PROCEDURE

The purpose of the Grievance Procedure shall be to settle all grievances between the City and the Union, or one of its members, as quickly as possible so as to insure efficiency and to promote employee morale. Grievances arising under this Agreement shall be adjusted and settled as follows:

Step 1 the employee, or his representative, or the Union shall present the grievance in writing to the Police Chief, whose duty it shall be to give the grievance full consideration and to make an effort to settle the grievance within ten (10) administrative working days after its presentation.

Step 2 if the grievance remains unresolved or the decision of the Police Chief is unsatisfactory, the aggrieved member, or his representative, or the Union shall file an appeal with the City Manager within ten (10) administrative working days after receiving the decision of the Police Chief. The Manager shall promptly hear and decide the grievance and provide a written copy of this decision to the aggrieved party and/or Union within ten (10) administrative working days after hearing the grievance.

Step 3 in the event that the grievance remains unresolved and the decision of the City Manager is unsatisfactory, the aggrieved member, his representative, or the Union, may submit any or all of the issues involved to binding arbitration by giving written notice of such intention within ten (10) administrative working days after receiving the decision of the City Manager. If the parties are unable to agree upon an impartial arbitrator within ten (10) administrative working days of the date when notice of intent to proceed with arbitration is given, either party may request the appointment of an arbitrator by the American Arbitration Association and the proceedings shall thereafter be taken in accordance with the rules of the Association. The decision of the arbitrator shall be final and binding upon all parties. The arbitrator shall have no authority to add to, subtract from, or modify any provision of this Agreement.

The Employer and the Union shall bear the fees and expenses of the arbitrator equally. Each party shall be responsible for its own witness fees and expenses.

ARTICLE 9 – WAGES

Members of the Auburn Police Department Command Unit shall be paid in accordance with the following wage schedule:

Patrol Supervisors			Shift Commanders		
	0-5yrs.	6+		0-5yrs.	6+
0% 7/1/13 – 6/30/14					
Annual	58,773.31	60,536.53	Annual	63,563.34	65,470.29
Weekly	1,130.26	1,164.16	Weekly	1,222.37	1,259.04
Hourly	28.2564	29.1041	Hourly	30.5593	31.4761

The Patrol Supervisor pay scale will be reviewed and adjusted to maintain a 5% differential between the highest step on the Patrol/Detective pay scale and the wages for a patrol supervisor with one year of experience. The pay scale will also maintain a 5% differential between the highest paid Patrol Supervisor and the wages for a Shift Commander with one year of experience. A 3% differential will be maintained between the 0-5 years of experience and the 6+ years of experience step.

In addition to the wage schedule, Patrol Supervisors will receive $550 and Shift Commanders will receive $650 on the pay period closest to December 1st of contract year 7/1/13-6/30/14. The $550 and $650 pay will be included as wages when calculating pay differentials. Continuation of the said pay for subsequent years will be negotiable and considered in conjunction with overall wage adjustments. At the employee's option, said pay may be placed in to the employee's wellness account or deferred compensation account. Placement in either the wellness account or deferred compensation account must be in accordance with their respective rules, policies or provisions.

All employees will be subject to performance evaluations in order to receive performance steps on the anniversary date of promotion. All performance evaluations will be conducted within 45 days of the employee's anniversary date. If completed after the anniversary date, step increase will be retroactive for successful evaluations. Employees, whose step increase is withheld, due to performance evaluation, will receive a progress evaluation no more than three (3) months from last anniversary date or completed evaluation process, whichever is greater.

ARTICLE 10 - HOURS OF WORK

Members shall be employed for a work week averaging forty (40) hours per week. The City may implement a new work schedule which shall remain in effect throughout the fiscal year in which it is implemented and may not be changed again during that fiscal year, except by agreement of the parties. Prior to a change in the work schedule, the City shall meet and consult, but not negotiate, with the Union with respect to a work schedule change. The City reserves the right to make immediate temporary changes in the scheduling of any and all members of the bargaining unit in the event of an emergency.

ARTICLE 11 – OVERTIME

Every member of the Union shall be paid at the rate of one and one half times their regular hourly rate of pay for each hour or portion of an hour in excess of their regular work week. Regular hourly rate of pay shall be determined by dividing 40 into their regular weekly salary. For the purpose of this paragraph hours worked shall not include hours compensated for by: Bereavement Leave, Reserve Service Leave, or Military Leave and Workmen's Compensation pay. Members called back to work shall receive a minimum of three (3) hours pay for the work which they are called back at the overtime rate.

Members of the bargaining unit may elect at their option, to accrue compensatory time at the rate of two (2) hours for every hour of overtime worked. Members may accumulate up to the maximums per contract year. Maximum accrual is 80 hours.

Any request for compensatory time for more than four (4) hours will require seventy two (72) hours notice, unless there is an emergency which prevents it. Compensatory time shall be granted at such time and in such time blocks as are mutually agreed upon between the member and his supervisor; permission to utilize time off shall not be unreasonably denied by the supervisor if operating requirements will not be adversely affected. Compensatory time shall be granted only when no replacement is required.

Members will have the right to carry over twenty two (22) hours or two (2) working days into the next fiscal year. Any days not carried over shall be converted to cash, and paid in the last pay day of the fiscal year at the member's overtime rate. Carryover in excess of twenty two (22) hours or two (2) working days must have the approval of the Chief or his/her designee. Members may 'cash out' any accrued compensatory time only at one and one-half times their hourly rate and only to a maximum of forty (40) hours regardless of the contract year and/or accrual maximum.

ARTICLE 12 - HOLIDAYS

Each employee 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:

New Year's Day	Patriot's Day	Labor Day	Thanksgiving Day
Martin Luther King Day	Memorial Day	Columbus Day	Christmas Day
Washington's Birthday	Independence Day	Veteran's Day	

Further, each member shall be entitled to two floating holidays per year to be scheduled when no replacement for the member is necessary.

Members who work at least fifty (50%) percent of their regularly scheduled work shift on Christmas and/or Thanksgiving will receive an additional three (3) hours pay at straight time.

Employees shall annually receive one (1) personal day off. Employees may schedule said day when no replacement is necessary for the member.

ARTICLE 13 - VACATIONS

Each employee in the bargaining unit shall be entitled to ninety-six (96) hours or twelve (12) working days (whichever is greater), as per the superior officer's work schedule vacation leave each year. All employees having worked for the City for a period of not less than eight (8) years nor more than seventeen (17) years shall be entitled to one-hundred and twenty-eight (128) hours or sixteen (16) working days (whichever is the greater) each year. At eighteen (18) years, an employee shall be entitled to one-hundred and sixty (160) hours or twenty (20) working days whichever is the greater paid vacation leave.

Vacation leave shall be credited on a monthly basis. The month in which employment begins or ends will be counted as a month of service if employment begins before the 16th or ends after the 15th day of the month. Any absence from duty for which sick leave is paid shall not constitute a break in the service record for the accumulation of vacation leave. Unused vacation days may accrue from one year to the next. On June 30th of each year, the total accrual shall not exceed three hundred and thirty hours (330). Accumulated vacation leave, subject to the maximum allowed, shall be paid to an employee upon separation after six (6) months employment or upon death, with no minimum employment, to his or her beneficiary. The payment shall be made in one lump sum. Computation of the value of each hour paid shall be determined by utilizing the straight hourly wage.

Scheduling and/or approval of vacation leave shall be the responsibility of the Chief of Police or his/her designee, who shall ensure that vacations do not significantly interfere with the work and efficiency of the department. Provision shall be made, however, so that no employee forfeits any vacation leave.

ARTICLE 14 - SICK LEAVE

Each employee shall be entitled to paid sick leave which is to be earned at the rate of one (1) working day for each calendar month of service. Unused sick leave may be accumulated to a maximum of 1320 hours. Sick leave credit will continue to accrue while an employee is on sick leave. Sick leave may also be granted to an employee because of illness of a member of the employee's "immediate family" which is defined as a spouse, child or parent.

One half of the accumulated sick leave shall be paid upon retirement or pension or upon compulsory separation at age 65 or to his/her beneficiary upon death.

For an employee not at the sick leave maximum accumulation, the employee will be granted one sick day off, up to a maximum of four per year if he/she does not use sick time in the periods outlined below. For the purposes of this provision, sick leave donated to a catastrophic sick leave bank shall not be interpreted as sick leave use. If an employee is on Family/ Medical Leave, regardless of the leave being used, the employee will not be eligible for a sick leave incentive day during that period. It will be the responsibility of the employee to report in writing to the Police Department administration, when he/she has earned a sick leave incentive day. This must be done within 14 days of having earned the said day. A sick leave incentive day may *only* be taken when the employee does not have to be replaced.

- First Sick Incentive Day starts July 1st and ends September 30th
- Second Sick Incentive Day starts October 1st and ends December 30th
- Third Sick Incentive Day starts January 1st and ends March 31st
- Fourth Sick Incentive Day starts April 1st and ends June 30th

Employees at maximum sick accrual will continue to earn one vacation day for every two sick days not earned or for those participating in the in-service retirement program will earn one earned leave time day for every quarter of having no unscheduled absence. These members may also contribute up to 4 vacation days or earned leave time per year into the Cafeteria Benefit Plan (Wellness Account).

ARTICLE 15 - FUNERAL LEAVE

Leave of absence without loss of pay and without loss of sick leave shall be granted to any superior officer 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. Such leave shall commence no later than the date of death. Immediate family shall be defined to include mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, spouse's grandparents, grandchildren and another person living in the employee's household. Such additional time needed after the expiration of the funeral leave period shall be charged against the employee's sick leave. An employee may also be granted leave to attend the funerals of persons not mentioned in this Article at the discretion of the Chief, such leave time to be charged as sick leave.

ARTICLE 16 - TUITION REIMBURSEMENT

The City will provide one hundred (100%) percent reimbursement for the successful completion of job related courses which have prior approval by the Chief. The maximum tuition reimbursement will be based upon the in-state tuition rate of the University of Southern Maine. Approved reimbursement will be provided within 30 days of a proper submission by a member. The City agrees to fund a minimum of an amount equal to 32 credit hours at the USM undergraduate rate for this unit. The member will participate to the fullest extent possible in education financial aid programs sponsored by the federal and state governments and in private scholarship programs. Any funds allocated to tuition reimbursement at the conclusion of the fiscal year, beyond the minimum allocation amount, may be distributed to members for approved reimbursement.

ARTICLE 17 - HEALTH INSURANCE

Section 1 Health Insurance Cost Share

The City shall provide health insurance benefits through the Maine Municipal Employees Health Trust or a comparable plan. 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 employee/employer cost share as outlined in the Health Insurance Promotion Program. Members of the bargaining unit who opt to remain in the POS 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.

	City	Employee
January 1, 2014 – June 30, 2014	75%	25%

All employees shall pay a portion of the health insurance premiums in accordance with the schedule outlined in Health Promotion Program in Appendix B. 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.

This cost share shall apply regardless of the level of insurance (individual, individual with children or family). Employees will reimburse their share on a weekly basis through payroll deduction. Employees may elect to have the weekly cost share deducted from their Wellness or Cafeteria Benefit Plan Account. Employee cost share shall be adjusted upon notification and billing by the insurance carrier. Employees who certify that they have not and will not smoke or use any tobacco products during the contract year may have their weekly health insurance cost share reduced by $2.00 per week.

Section 2 Payment Program for Waiving Health Insurance Coverage

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

1. Any employee 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 three and seven tenths (3.7) months of health insurance premiums. The health insurance waiver payment will be divided into 12 equal payments and paid monthly.

2. An employee 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 three months of the difference in premiums between the plan for which he/she is eligible and the plan which he/she opts to take.

3. Employees who are married to other City (non-school) employees covered by the health insurance shall be eligible for an amount equal to three (3) months of insurance premiums at the single rate if he/she waives health insurance coverage with the City. The payment will be made to one or the other of the married employees, but not both.

4. A new employee 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.

5. If the employee wishes to be reinstated on the health insurance policy or change his or 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.

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

7. In order to receive payment for waiving health insurance coverage or to be reinstated on the health insurance plan, the employee must submit written notice to the Personnel 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.

8. If an employee is currently receiving a payment for waiving health insurance coverage, then the new payment rates for waiving coverage will be implemented in the month in which the payments are normally due to the employee.

9. This section is effective with the signing of the contract and is not retroactive.

An employee who waives health insurance coverage and is not contributing toward a health insurance premium, but who is otherwise eligible for the non-smoking bonus, shall have the non-smoking bonus ($100) added to the health insurance waiver payment.

Effective 1/1/14, all calculations for the health insurance waivers are based upon the PPO 500 plan.

Section 3 Terms and Conditions to Apply.

The extent of coverage provided under the existing insurance policies referred to in this 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 there under 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 this 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 for the City, nor shall such failure be considered a breach by the City of any obligation undertaken under this or any other agreement.

Article 18 - CAFETERIA BENEFIT PLAN

The City will contribute $800 to each employee's. Cafeteria Benefit Plan Employees will contribute a minimum of $150, through weekly deduction, to their Medical Reimbursement Plan. Use and reimbursement will be made in accordance with the City's Cafeteria Benefit Plan.

In addition, employees may contribute the cash value of up to a maximum of forty-four hours from the following accrued leave to their Cafeteria Benefit Plan:

- Twenty-four (24) hours sick incentive days (must be complete days);
- Any accrued vacation, earned leave time, or sick hours (employee must maintain a minimum of 30 days of accrued sick leave).

The cash value of the benefit will be calculated on the hourly rate (excluding overtime) effective as of July 1st of each year (when rate is known) upon enrollment. The total benefit in the Cafeteria Benefit Plan per employee from all sources (City contributions, weekly payroll contributions from the employee, and cash value of Sick Leave Incentive Days and/or sick days) may not exceed $2,500. If contributions of vacation time bring the total in the Cafeteria Benefit Plan above the $2,500 cap, the benefit may be used for the supplemental retirement (ICMA 457 Plan). Exceptions to the maximum may be requested and reviewed by the Police Chief and the Human Resources Director. The City will authorize the amount of $500 be rolled over as permitted by IRS regulations, if allowed by the City's third party provider.

Employees, who are discharged, retire or otherwise terminate their employment with the City, shall be entitled to the balance of in accordance with IRS regulations.

ARTICLE 19 – RETIREMENT

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 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 retire 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 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 20 - CLOTHING ALLOWANCE

Section 1 Purpose.

The City will furnish to employees an annual allowance for the purposes of purchasing, maintaining, replacing or repairing required uniforms, optional clothing or equipment listed in **Appendix A**. An employee's primary clothing and equipment shall be maintained in good condition prior to purchasing optional clothing and equipment. Employees not required to wear a uniform on a daily basis shall maintain a complete BDU and Class A uniform.

Section 2 Reimbursement.

Employees will be reimbursed for eligible expenses through purchase order or submission of receipts. The Police Chief may establish policies and procedures regarding clothing allowance reimbursement. An employee, who has civilian clothing damaged while performing an approved plain clothes detail, will be replaced or repaired up to a maximum of $50.00 from the employee's allocated clothing allowance. If damaged in the line of duty, the officer must notify the court officer for possible reimbursement through the court restitution process.

Section 3 Uniform Policy

The Police Chief shall establish and maintain a uniform policy regarding uniform requirements and maintenance. A committee appointed by the Chief in consultation with the Union may be established on an as-needed basis to consider changes in style or quality of the uniform. The Police Chief shall have final approval of all uniform standards. Employees must maintain uniforms in accordance with the policy regardless of the amount of clothing allowance.

Section 4 Separation

Employees who are discharged, retire or otherwise terminate their employment with the City shall not be entitled to the balance of any unused clothing allowance.

Section 5 Allowance

Permanent employees shall receive a maximum annual clothing allowance of $600. An employee can elect to participate in the department laundering service; those who choose to participate will have their allowance reduced to $400. Notification must be made to the Chief in January of each year. An employee not participating in the laundering service can elect to take up to

$200 of the annual clothing allowance for the cleaning and maintenance of uniforms and equipment. The allowance will be available on the first day of the City's fiscal year.

Members may annually roll over and bank up to $1,000 from their allowance to be used for other items identified on the clothing and equipment lists.

ARTICLE 21 - WORKERS' COMPENSATION

Employees, who are covered by this agreement, and become incapacitated as a result of an illness or injury arising out of and in the course of employment shall continue to receive, in addition to compensation paid or payable under the Workers' Compensation Act, an amount sufficient to provide them with full pay while the incapacity exists and until they return to active duty, are placed on disability retirement, become eligible for a retirement pension or resign. For purposes of this article, full pay shall be defined as the employee's current base salary, as set forth in the attached wage schedules, plus other monetary benefits for which the employee would have been eligible if not incapacitated. Full pay shall not include compensation for overtime not worked during the period of incapacity. Monetary benefits for which the employee's eligibility cannot be determined due to the nature of the illness or injury causing incapacity shall be withheld until such

determination can be made (i.e., merit pay). The City shall also pay all hospital and medical expenses in accordance with the Workers' Compensation Act.

Employees provided benefits under this article shall continue to accrue sick leave, vacation benefits and holidays, subject to maximum accumulations, during the first twelve (12) months of incapacity. Employees may receive health insurance coverage for up to thirty-six (36) months from the date of incapacity or until the employee returns to active duty, is placed on disability retirement or resigns, whichever comes first. Employees receiving benefits under this article shall not be charged sick leave. Employees may take vacation leave while receiving benefits under this article, but in no case shall they receive double payment during said leave.

Employees who are unable to perform regular job duties as a result of an incapacity from an illness or injury arising out of and in the course of employment may be assigned, if available, other work normally performed by police officers or work related to work done by police officers (i.e. crime prevention, crime analysis, community policing, school liaison, etc.). Employees may agree to work which is not normally performed by or related to police officers. In all cases, such work and its availability shall be determined by the Chief and approved by a qualified physician familiar with the employee's incapacity.

The City reserves the right to require an independent medical examination to determine the extent of the incapacity. Employees who are determined by a qualified physician to be unable to ever return to work shall immediately apply for disability retirement. The City's liability to pay benefits under this section shall not be cumulative and may deduct any benefits provided by Workers' Compensation or require the employee to assign to it the right to receive any such benefits that any such employee repays to it the amount of any such benefits previously received.

Each time the injured employee is examined by his/her qualified physician, the physician shall provide a statement to the City indicating the employee's condition and whether or not the employee may return for regular duty. When the physician certifies the employee to be fit to return for normal duty, the employee shall immediately return to work as directed by the Chief or his designee.

ARTICLE 22 - COURT TIME

Employees covered by this Agreement, required to make an off-duty attendance at Court, shall receive a minimum of three (3) hours pay at his overtime rate for each such attendance or time and one half (1 1/2) his regular base hourly rate for all

hours in attendance, whichever is greater. Any compensation (from other than the City) received by the employee for attendance at any Court or official hearing shall be paid to the City.

ARTICLE 23 - MANDATORY IN-SERVICE TRAINING

The Police Chief shall make available to all employees covered by this Agreement a minimum of 25 hours not-to-exceed a maximum of eighty (80) hours per year Mandatory-In-Service Training. Employees participating in this program shall be paid one and one half (1 ½) times their regular hourly rate of pay for all hours of training received while not on a regularly scheduled shift under the provision of this program not-to-exceed eighty (80) hours in any single year. Payment for mandatory training hours will be paid in the payroll period in which it was worked. It is the intent to make available to all employees, as best as can be scheduled, an equal number of training hours. Attendance at mandatory training may be excused with the prior approval of the Chief.

ARTICLE 24 - LIFE INSURANCE

The City will pay the life insurance premiums under the Maine Municipal Employees Health Trust Supplemental Life Insurance Plan up to the first $23,000 of coverage for each member of the collective bargaining group provided that the following conditions are met:

1. The participation rate (as determined by MMEHT) for the bargaining unit is achieved in order to provide the plan to the members.
2. The member agrees to purchase the remaining premiums based upon 1X, 2X or 3X his/her base annual salary. If the member does not purchase the remaining life insurance coverage, then the member will not be eligible for the first $23,000 of paid coverage by the City.

ARTICLE 25 - INCONSISTENT RULES, REGULATIONS AND ORDINANCES

The provisions of this Agreement shall govern, where specifically applicable, any inconsistent rules, regulations or ordinances or any other provision or law notwithstanding. In all other cases the City Administrative Manual in effect on the date of this Agreement shall govern questions of intra- departmental procedure and working conditions in the department. The City shall cause to be drafted and put into effect all necessary ordinances to make existing ordinances consistent with this Agreement.

ARTICLE 26 - SAFE EQUIPMENT

It shall be the responsibility of the City to maintain equipment in a safe working order. Officers shall be responsible to report defects in equipment to their supervisor.

ARTICLE 27 - LIABILITY INSURANCE

The City of Auburn shall continue to provide employees with liability insurance with the limits of $300,000 with respect to any action brought under the State of Maine Tort Claims and $350,000 with respect to any action brought outside of the State of Maine Tort Claims Act including but not limited to false arrest, police brutality and civil rights violations. The cost of all legal fees and costs related to any action shall be paid by the City in addition to the stated claim limits. The City may provide such coverage through a private insurance company, a public self-funded risk pool or by self-insuring. The Union, through its attorney, shall have the right to review said policy and its terms.

ARTICLE 28 – OUTSIDE EMPLOYMENT

Police officers will not engage in outside employment which might in any way hinder their impartial performance of their assigned duties as a police officer. Police officers who wish to obtain outside employment must first advise the Chief of Police and sign the following waiver:

"The undersigned, an employee of the City of Auburn, does hereby waive and release said City from any labor expense or costs because of any injury incurred for reason of any employment accepted by the undersigned other than as an employee of said City.

"I further release the City from any claim for salaries or wages during any absence caused by such injury".

Police officers shall annually advise the Chief of Police relative to outside employment and any changes thereto on forms provided by the Chief of Police prior to July 1st of each year.

Such outside employment shall not be acceptable if any of the following conditions apply or develop:

1. Where it occurs that secondary employment has an adverse effect on the officer's sick leave record and work performance.
2. Where the nature or location of the employment compromises the effectiveness of the employee as an Auburn Police Officer or creates the

appearance of impropriety on the part of the officer on the City.

3. Where secondary employment impairs the officer's ability to discharge the duties and responsibilities of his City job.
4. Where an officer is using his City position to influence his outside employment.

Officers who engage in secondary employment shall do so only with the understanding and acceptance that their primary job is as a Police Officer for the City of Auburn.

ARTICLE 29 - MILITARY LEAVE

All employees who are members of the organized military reserves and who are required to perform field duty will be granted reserve service leave in accordance with applicable federal and state statutes, in addition to normal vacation time. In order for the Chief of Police to accommodate military leave and to provide adequate staffing for the department, the reservist must provide a copy of the written orders as soon as possible after they are received. For any such period of reserve service leave, the City will pay the difference (if any) between service pay, and the employee's regular pay.

ARTICLE 30 - RECIPROCITY AGREEMENT

If an employee is injured on the job as a direct result of a violent action taken against him by a private individual(s), he shall have the first right to take civil action against said individual(s). However, if the employee does not wish to take civil action, he shall assign that right on request to the City who then shall have the right to proceed with civil action. Expenses for action by the City shall be the burden of the City as well as any revenue derived from such action shall revert to the City.

ARTICLE 31 – SENIORITY

Section 1 – List

A seniority list shall be established naming all the employees covered by this agreement, beginning with the employee who has the greatest number of years of seniority within the rank first.

Seniority shall be determined by rank (lieutenant and then sergeant) based upon the employee's date of promotion. If in the event a promotional date is shared by another employee, seniority will be determined by date of hire. Seniority, for the purposes of this agreement, shall be interpreted to mean length of continuous

service only, with the exception of members enrolled in the in-service retirement program. Seniority shall be the sole governing factor affecting vacations. Seniority shall be a governing factor affecting assignments (provided all other qualifications are equal) and shift selection, though both are subject to approval by the Chief of Police.

Section 2 – Posting

The seniority list shall be made available to the Union within thirty (30) days after the signing of this Agreement and posted on the department bulletin board. Corrections to the seniority list shall be made within thirty (30) days of such posting. After such thirty (30) day period, the seniority list shall be deemed correct.

ARTICLE 32 - DRUG TESTING

The Auburn Police Department will develop and implement a "for cause" drug testing program in compliance with state statutes, and the Departments of Human Services and Labor drug testing regulations within the first year of the contract.

The City will meet and consult with the superior officers bargaining unit over those sections of the drug testing program which relate to current employees including but not limited to the following areas:

What constitutes "for cause" for conducting drug tests on an employee;

- positions to be covered by the policy;
- level of illegal drug permitted in the sample;
- consequences of having a positive test;
- consequences of refusing to submit to the test;
- rehabilitation/treatment provided to an employee with a positive test;
- facilities at which the tests will be conducted;
- the sample collection process;
- notification of process to employees of written drug testing policies; and
- confidentiality of non-drug related medical information on the employee.

The drug testing program will not be implemented until the plan is approved by the Department of Labor.

ARTICLE 33 - ACTIVE AGREEMENT

The Union and the City may, by mutual consent, agree to discuss, reopen or negotiate any matter or contract provision of interest to the parties during the term of this agreement. In particular, the parties may agree to reopen and make any necessary amendments resulting from discussions and implementation of the annual Labor-Management Team Work-plan (referenced in Article 35).

ARTICLE 34 - DURATION OF AGREEMENT

This Agreement shall cover the period July 1, 2013 through June 30, 2014. This Agreement shall remain in effect until a subsequent agreement is reached.

ARTICLE 35 - LABOR MANAGEMENT TEAM

The Union, its members, and the City agree to continue to participate in the Labor-Management Team. The purpose of the team is to work together in identifying and implementing improvements to the operations of the Auburn Police Department and service to the citizens of Auburn. The goals of the team include fostering good communications (both internal and external to the department), improving customer service (internal and external), increasing accountability and effectiveness, and realization of cost savings.

The City and the Union agree to enter into specific labor management discussions to review comparable wage and benefit packages. Monthly meeting will begin in February 2014 with a goal of completing a two party report for the City Council in July, 2014. If a joint report cannot be agreed upon, a separate report may be submitted as desired.

Annually, the team shall develop a work plan for the department. The work plan will be developed to identify and prioritize those issues/areas of improvements that the team will concentrate on in achieving the Team's goals.

Auburn Command Unit Collective Bargaining Agreement

July 1, 2013 – June 30, 2014

Dated_____

_____
Witness

_____
City Manager, City of Auburn

_____
Witness

_____
President, Maine Association of Police Command Unit

_____
Staff Representative, MAP

APPENDIX A

UNIFORM POLICY

1. All uniform, insignia, accessory, equipment and optional items will meet department specification and approval of the Chief.
2. All items except for footwear and civilian clothes must be returned to the department upon separation.
3. The Police Chief sole discretion shall determine the situation and manner for wearing of uniform types and items.
4. Body armor shall be required to be worn while in uniform or on special detail. Replacement of body armor will be as recommended by the manufacturer and as monies are available.
5. Weapons will be issued by the department and will remain department property.
6. City will clean or replace uniforms or equipment which becomes contaminated with hazardous materials, including bodily fluids, as needed.

Issuance and Replacement List

Category/Item:	#	Category/Item:
Hats (8-point/1 ball cap)	2	Sport Jackets
		Dress Slacks
Shirts (3 winter/3 summer)	6	Dress Shirts
Pants	3 pr.	Ties
Duty Gloves	1 pr.	Dress Shoes
Tie	1	
Blousing Straps	1 pr.	
Shoes (dress)	1 pr.	
Boots (all season – military style)	1 pr.	
Coat	1	
Class A Uniform	1 ea.	
Raincoat	1	

Insignia		*Accessories*	
APD Pins	2	Weapon	1
Name Tags	2	Leather / Nylon Gear	all
Rank Insignias	as appropriate	Handcuffs	1
Departmental Patches	as appropriate	Pepper Mace	1
Badges	2	Attaché Case	1
Hat Insignia	1		

OPTIONAL CLOTHING/EQUIPMENT LIST (Other items not listed must have prior approval)

Sweater	Socks	Dickey
Raingear (additional)	Mock Turtleneck	Cold Weather Clothing
Polo Shirt	Shoes (black casual)	Range Clothing
BDU Windpants	Boots (summer)	Gore-Tex tm Ballcaps

Appendix B
City of Auburn Health Program

The program seeks voluntary compliance with a health promotion and health care management system which focuses primarily on prevention activities. The goal is:

- To reduce the overall need for health care services by City employees and their dependents;
- To prevent disease by rewarding employees and their dependents for healthy behavior that will prevent disease; and
- To lower the rate of increase in the City's health insurance premiums.

The program can be broken down as follows: 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 body mass index (BMI). 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 an 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, including spouses (dependent children 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. 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

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 and their spouses need only agree to participate in the program to obtain the 10% health insurance premium savings. After July 1, 2007, employees and spouses 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 (1.5% each) when both employee and spouse agree to participate in a Health Risk Assessment, a physical examination by personal physicians including the prescribed lab/x-rays;
- 3% savings (1.5% each) when both agree to participate in an exercise program tailored by the Health Care Educator in conjunction with the employee's physician;
- 2% savings (1% each) non smokers and those who quit smoking;
- 2% savings (1% each) obtained BMI (body mass index) goals, or related weight management program.

NOTE: In the Employee Only and Employee with Child plans, the percentages for participation in the four components double for the Employee, i.e., 1.5% becomes 3% and 1% becomes 2%. The total adjustment to the employee's health insurance cost share will not exceed 10%.

Health Promotion Program and Health Insurance Cost Share

The proposed health insurance employees cost share is 25%.

Employees and spouses 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/spouse 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/spouse who makes a 'best effort' but falls slightly short of meeting their goals will not be penalized, providing, however, that the following three criteria are met:

a. the employee/spouse 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/spouse 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 times, the employee/spouse's 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/spouse's PCP, to determine the appropriate activities to meet such goals and to determine whether or not the employee/spouse has made a 'best effort'. In the event of a conflict between the PCP and the Health Care Educator, the employee/spouse's PCP shall have final say in re-determining and/or modifying previously established goals.

Medical Spending Account

The City will continue to provide the Medical Spending Accounts through which the employee may submit receipts for office visit co-payments, lab work, diagnostic testing, and prescriptions. In addition the employee may increase the funds in the Medical Spending account by making additional contributions through payroll deductions and by allocating accrued sick days as allowed by the collective bargaining agreement.

CONTRACT BETWEEN THE CITY OF AUBURN AND THE MAINE ASSOCIATION OF POLICE COMMAND UNIT

July 1, 2014 through June 30, 2017

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PREAMBLE

Pursuant to the provisions of Chapter 9A, Revised Statutes of Maine, Title

26 as enacted by the Maine Legislature, Revised September 1989 of the Municipal Public Employees Labor Relations Act, this agreement is entered into by the City of Auburn, Maine (hereinafter known as the City) and Maine Association of Police (hereinafter known as the Union).

It is the intent and purpose of the parties to set forth herein the entire Agreement covering rates of pay; wages, hours of employment and other conditions of employment; to increase the efficiency and productivity of employees in the Police Department; to provide for the prompt and fair settlement of grievances without any interruption of or other interference with the operation of the Police Department.

ARTICLE 1 - BARGAINING UNIT

It is expressly agreed that previous negotiations are without prejudice to the right of the City to object to the composition of the bargaining unit being represented by the negotiating team of the Union in any subsequent contract year. For the purpose of this agreement, the Maine Association of Police will represent all Lieutenants (with the exception of the Administrative Division Commander) and Sergeants in the Auburn Police Department.

ARTICLE 2 - RECOGNITION OF CITY 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 functions including the full and exclusive control, direction, and supervision of operations and personnel including the right to hire, promote, suspend or otherwise discipline superior officers under the City Charter and Ordinances.

ARTICLE 3 - RECOGNITION OF RIGHTS OF MEMBERS OF THE UNION

Section 1 Investigation of Police Misconduct

Members of the Auburn Police Department hold a unique status as public officers, and the security of the City and its citizens depends to a great extent upon the manner in which members of the department perform their many duties, of contacts and relationships with the public. Out of such contacts and relationships may arise

questions concerning the actions of members of the force. Such questions may require prompt investigation by superior officers designated by the Chief of Police or other competent authority.

To insure that such investigations are conducted in a manner conducive to good order and discipline, while observing and protecting the individual rights of each member of the department, the following rules of procedure are established:

A) To the extent possible, the interrogation will be conducted at a reasonable time taking into consideration the working hours of the member and the legitimate interests of the department. The officer conducting the interrogation shall advise the member that an investigation is being conducted. The investigating officer shall inform the member of the nature of the alleged conduct which is the subject matter of the interrogation and, unless circumstances warrant anonymity, shall identify the complainant. If it is known that the member being interrogated is a witness only, he shall be so informed.

B) In any case in which a police officer has been identified as a suspect in a criminal investigation, the interrogation shall be tape recorded and the tape shall be preserved by the investigating officer until the investigation is completed and all charges dropped or processed to conclusion. At his request, the member or his attorney may listen to, transcribe, or copy all or any portion of the tape.

The interrogation shall be conducted with as much confidentiality as possible. The interrogation of a member suspected of violating department rules and regulations shall be limited to questions which are reasonably related to the member's performance as it relates to the alleged violation.

C) If the member is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be afforded all rights granted under such circumstances to other persons.

D) In all cases in which a member is interrogated concerning a serious violation of departmental rules and regulations which, if proven, would be likely to result in his removal from the department, and where the same can be accomplished without unreasonably delaying or impeding the investigation, he shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his choosing and/or a representative of the Union before being interrogated and his attorney and/or a representative of the Union may be present during the interrogation, but may not participate in the interrogation except to counsel the member.

E) If the member under investigation is requested to submit to a polygraph examination, he or she will be furnished a list of questions which will be asked prior to the commencement of the examination. If a member is requested to submit to any other type of test, he or she will be advised of the type of test and the member will be afforded an opportunity to obtain a similar independent test if available.

F) The investigation will be conducted without unreasonable delay and the member will be advised of the final outcome of the investigation.

Section 2 Disciplinary Proceedings

Any member charged with a violation of department rules and regulations, incompetence, misconduct, negligence, insubordination, disloyalty or other serious disciplinary infraction may request a hearing provided such request is made in writing and delivered to the Chief or his representative no more than five days after the member is advised of the charge against him. No member shall be dismissed without first being given notice and an opportunity for a hearing whether he requests it or not. In the case of a member who has been suspended, the hearing shall, if requested by the member, be held no more than five days after the date when the suspension began.

The member shall be informed of the exact nature of the charge and shall be given sufficient notice of the hearing date and time to allow him an opportunity to consult legal counsel, conduct an investigation, and prepare a defense. The hearing, which shall be before the Chief, or in his absence or incapacity, the Acting Chief, shall be informal in nature. The member may be accompanied by legal counsel or a representative of the Union. The member shall have the right to confer with his representative at any time during the hearing and shall have the right to have his representative speak on his behalf. The member shall have the right to appeal the decision of the Chief, to the City Manager, as provided in Article 8, in any case involving a suspension. Any matters as to which a member has a right to a hearing under this Article shall not also be the subject of a grievance proceeding.

Section 3 Personnel Files

A) Insofar as permitted by law, all personnel records, including home addresses, telephone numbers, and pictures of members shall be confidential and shall not be released to any person other than officials of the department and other City officials, except upon a legally authorized subpoena or written consent of the member.

B) Upon request, a member shall have the right to inspect his official personnel record. Inspection shall be during regular business hours and shall be conducted under supervision of the department. A member shall have the right to make duplicate copies for his own use. No records shall be withheld from a member's inspection. A member shall have a right to have added to his personnel file a written refutation of any material which he considers detrimental.

C) No written reprimand, which has not previously been the subject of a hearing, shall 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 days thereafter, the member may file a written reply. If the Chief thereafter places the written reprimand in the member's personnel file, he shall also include the reply.

D) After two years, any officer may request that single incidents be purged from his personnel file. The request shall be submitted to a three member panel composed of a Union representative, the Police Chief or his representative, and the City Manager or his designee. The panel shall determine whether or not the request should be granted. The decision of the panel shall be final. Requests for purging may be made only once in a two year period for each individual incident.

ARTICLE 4 - NON-DISCRIMINATION

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

ARTICLE 5 - NO STRIKE/NO LOCKOUT

During the term of this Agreement, neither the Union nor its agents nor any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the City. During the term of this Agreement, neither the City nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

The Union agrees to notify all Local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be

caused or initiated by others, and to encourage employees violating this Article to return to work. Any or all employees who violate the provisions of this Article may be discharged or otherwise disciplined.

ARTICLE 6 - CHECK-OFF

The employer agrees to deduct the Union's weekly membership dues (uniform amount per member) and benefit premiums from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by Maine Association of Police, and the aggregate deductions of all employees shall be submitted together with an itemized statement to the Union on a quarterly basis, after such deductions are made. The written authorization for payroll deductions of Union membership dues shall be irrevocable during the term of this Agreement except that an employee may revoke the authorization, effective upon the expiration date of this Agreement, provided the employee notifies, in writing, the Employer and Maine Association of Police at least thirty (30) days, but not more than sixty (60) days prior to the expiration date of this Agreement.

The authorization for deduction of benefit fund contributions may be stopped at any time, provided the employee submits in writing, to the Employer and the Union a sixty (60) day notice of such intent. The Union shall indemnify the City and any Department of the City and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the City or any Department of the City for the purpose of complying with the provisions of this Article.

ARTICLE 7 - NEGOTIATIONS TIME-OFF

Section 1

The President or his designee shall be allowed reasonable time-off without loss of any benefits to represent members, at the members request, at any grievance procedure or departmental hearing and shall be allowed reasonable time to interview and represent a requesting member during all stages of a grievance procedure.

Section 2

Members of the Negotiating Committee shall be allowed reasonable time- off without loss of benefits to represent the Union on all negotiations with the City concerning the collective bargaining agreement.

Section 3

The Union shall supply a list of all members referred to in Section I and 2 to be kept at the Office of the Chief of Police for the purpose of verifying the status of the Union's President and Negotiating Committee.

ARTICLE 8 - GRIEVANCE PROCEDURE

The purpose of the Grievance Procedure shall be to settle all grievances between the City and the Union, or one of its members, as quickly as possible so as to insure efficiency and to promote employee morale. Grievances arising under this Agreement shall be adjusted and settled as follows:

Step 1 the employee, or his representative, or the Union shall present the grievance in writing to the Police Chief, whose duty it shall be to give the grievance full consideration and to make an effort to settle the grievance within ten (10) administrative working days after its presentation.

Step 2 if the grievance remains unresolved or the decision of the Police Chief is unsatisfactory, the aggrieved member, or his representative, or the Union shall file an appeal with the City Manager within ten (10) administrative working days after receiving the decision of the Police Chief. The Manager shall promptly hear and decide the grievance and provide a written copy of this decision to the aggrieved party and/or Union within ten (10) administrative working days after hearing the grievance.

Step 3 in the event that the grievance remains unresolved and the decision of the City Manager is unsatisfactory, the aggrieved member, his representative, or the Union, may submit any or all of the issues involved to binding arbitration by giving written notice of such intention within ten (10) administrative working days after receiving the decision of the City Manager. If the parties are unable to agree upon an impartial arbitrator within ten (10) administrative working days of the date when notice of intent to proceed with arbitration is given, either party may request the appointment of an arbitrator by the American Arbitration Association and the proceedings shall thereafter be taken in accordance with the rules of the Association. The decision of the arbitrator shall be final and binding upon all parties. The arbitrator shall have no authority to add to, subtract from, or modify any provision of this Agreement.

The Employer and the Union shall bear the fees and expenses of the arbitrator equally. Each party shall be responsible for its own witness fees and expenses.

ARTICLE 9 – WAGES

Members of the Auburn Police Department Command Unit shall be paid in accordance with the following wage schedule:

SERGEANT			
7/1/14 - 6/30/15	STEP 1 0 - 3 YEARS	STEP 2 4 -7 YEARS	STEP3 8 + YEARS
ANNUAL	$ 59,948.78	$ 61,747.24	$ 63,599.66
WEEKLY	$ 1,152.87	$ 1,187.45	$ 1,223.07
HOURLY	$ 28.82	$ 29.69	$ 30.58
LIEUTENANT			
7/1/14 - 6/30/15	STEP 1 0 - 3 YEARS	STEP 2 4 -7 YEARS	STEP 3 8 + YEARS
ANNUAL	$ 66,779.64	$ 68,783.03	$ 70,846.52
WEEKLY	$ 1,284.22	$ 1,322.75	$ 1,362.43
HOURLY	$ 32.11	$ 33.07	$ 34.06
SERGEANT			
7/1/15 - 6/30/16	STEP 1 0 - 3 YEARS	STEP 2 4 -7 YEARS	STEP 3 8 + YEARS
ANNUAL	$ 61,747.24	$ 63,599.66	$ 65,507.65
WEEKLY	$ 1,187.45	$ 1,223.07	$ 1,259.76
HOURLY	$ 29.69	$ 30.58	$ 31.49
LIEUTENANT			
7/1/15 - 6/30/16	STEP 1 0 - 3 YEARS	STEP 2 4 -7 YEARS	STEP 3 8 + YEARS
ANNUAL	$ 68,783.03	$ 70,846.52	$ 72,971.92
WEEKLY	$ 1,322.75	$ 1,362.43	$ 1,403.31
HOURLY	$ 33.07	$ 34.06	$ 35.08
SERGEANT			

7/1/16 - 6/30/17	STEP 1 0 - 3 YEARS	STEP 2 4 -7 YEARS	STEP 3 8 + YEARS
ANNUAL	$ 63,599.66	$ 65,507.65	$ 67,472.88
WEEKLY	$ 1,223.07	$ 1,259.76	$ 1,297.56
HOURLY	$ 30.58	$ 31.49	$ 32.44
LIEUTENANT			
7/1/16 - 6/30/17	**STEP 1 0 - 3 YEARS**	**STEP 2 4 -7 YEARS**	**STEP 3 8 + YEARS**
ANNUAL	$ 70,846.52	$ 72,971.92	$ 75,161.08
WEEKLY	$ 1,362.43	$ 1,403.31	$ 1,445.41
HOURLY	$ 34.06	$ 35.08	$ 36.14

The Patrol Supervisor pay scale will be reviewed and adjusted to maintain a 5% differential between the highest step on the Patrol/Detective pay scale and the wages for a patrol supervisor with one year of experience. The pay scale will also maintain a 5% differential between the highest paid Patrol Supervisor and the wages for a Shift Commander with one year of experience. A 3% differential will be maintained between the steps.

In addition to the wage schedule, Patrol Supervisors will receive $550 and Shift Commanders will receive $650 on the pay period closest to December 1st of each contract year. The $550 and $650 pay will be included as wages when calculating pay differentials. Continuation of the said pay for subsequent years will be negotiable and considered in conjunction with overall wage adjustments. At the employee's option, said pay may be placed in to the employee's wellness account or deferred compensation account. Placement in either the wellness account or deferred compensation account must be in accordance with their respective rules, policies or provisions.

All employees will be subject to performance evaluations in order to receive performance steps on the anniversary date of promotion. All performance evaluations will be conducted within 45 days of the employee's anniversary date. If completed after the anniversary date, step increase will be retroactive for successful evaluations. Employees, whose step increase is withheld, due to performance evaluation, will receive a progress evaluation no more than three (3) months from last anniversary date or completed evaluation process, whichever is greater.

ARTICLE 10 - HOURS OF WORK

Members shall be employed for a work week averaging forty (40) hours per week. The City may implement a new work schedule which shall remain in effect throughout the fiscal year in which it is implemented and may not be changed again during that fiscal year, except by agreement of the parties. Prior to a change in the work schedule, the City shall meet and consult, but not negotiate, with the Union with respect to a work schedule change. The City reserves the right to make immediate temporary changes in the scheduling of any and all members of the bargaining unit in the event of an emergency.

ARTICLE 11 – OVERTIME

Every member of the Union shall be paid at the rate of one and one half times their regular hourly rate of pay for each hour or portion of an hour in excess of their regular work week. Regular hourly rate of pay shall be determined by dividing 40 into their regular weekly salary. For the purpose of this paragraph hours worked shall not include hours compensated for by: Bereavement Leave, Reserve Service Leave, or Military Leave and Workmen's Compensation pay. Members called back to work shall receive a minimum of three (3) hours pay for the work which they are called back at the overtime rate.

Members of the bargaining unit may elect at their option, to accrue compensatory time at the rate of two (2) hours for every hour of overtime worked. Members may accumulate up to the maximums per contract year. Maximum accrual is 80 hours.

Any request for compensatory time for more than four (4) hours will require seventy two (72) hours notice, unless there is an emergency which prevents it. Compensatory time shall be granted at such time and in such time blocks as are mutually agreed upon between the member and his supervisor; permission to utilize time off shall not be unreasonably denied by the supervisor if operating requirements will not be adversely affected. Compensatory time shall be granted only when no replacement is required.

Members will have the right to carry over twenty two (22) hours or two (2) working days into the next fiscal year. Any days not carried over shall be converted to cash, and paid in the last pay day of the fiscal year at the member's overtime rate. Carryover in excess of twenty two (22) hours or two (2) working days must have the approval of the Chief or his/her designee. Members may 'cash out' any accrued compensatory time only at one and one-half times their hourly rate and only to a maximum of forty (40) hours regardless of the contract year and/or accrual maximum.

ARTICLE 12 - HOLIDAYS

Each employee 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:

New Year's Day	Patriot's Day	Labor Day	Thanksgiving Day
Martin Luther King Day	Memorial Day	Columbus Day	Christmas Day
Washington's Birthday	Independence Day	Veteran's Day	

Further, each member shall be entitled to two floating holidays per year to be scheduled when no replacement for the member is necessary.

Members who work at least fifty (50%) percent of their regularly scheduled work shift on Christmas and/or Thanksgiving will receive an additional three (3) hours pay at straight time.

Employees shall annually receive one (1) personal day off. Employees may schedule said day when no replacement is necessary for the member.

ARTICLE 13 - VACATIONS

Each employee in the bargaining unit shall be entitled to ninety-six (96) hours or twelve (12) working days (whichever is greater), as per the superior officer's work schedule vacation leave each year. All employees having worked for the City for a period of not less than eight (8) years nor more than seventeen (17) years shall be entitled to one-hundred and twenty-eight (128) hours or sixteen (16) working days (whichever is the greater) each year. At eighteen (18) years, an employee shall be entitled to one-hundred and sixty (160) hours or twenty (20) working days whichever is the greater paid vacation leave.

Vacation leave shall be credited on a monthly basis. The month in which employment begins or ends will be counted as a month of service if employment begins before the 16th or ends after the 15th day of the month. Any absence from duty for which sick leave is paid shall not constitute a break in the service record for the accumulation of vacation leave. Unused vacation days may accrue from one year to the next. On June 30th of each year, the total accrual shall not exceed three hundred and thirty hours (330). Accumulated vacation leave, subject to the maximum allowed, shall be paid to an employee upon separation after six (6) months employment or upon death, with no minimum employment, to his or her beneficiary. The payment shall be made in one lump sum. Computation of the value of each hour paid shall be determined by utilizing the straight hourly wage.

Scheduling and/or approval of vacation leave shall be the responsibility of the Chief of Police or his/her designee, who shall ensure that vacations do not significantly interfere with the work and efficiency of the department. Provision shall be made, however, so that no employee forfeits any vacation leave.

ARTICLE 14 - SICK LEAVE

Each employee shall be entitled to paid sick leave which is to be earned at the rate of one (1) working day for each calendar month of service. Unused sick leave may be accumulated to a maximum of 1320 hours. Sick leave credit will continue to accrue while an employee is on sick leave. Sick leave may also be granted to an employee because of illness of a member of the employee's "immediate family" which is defined as a spouse, child or parent.

One half of the accumulated sick leave shall be paid upon retirement or pension or upon compulsory separation at age 65 or to his/her beneficiary upon death.

For an employee not at the sick leave maximum accumulation, the employee will be granted one sick day off, up to a maximum of four per year if he/she does not use sick time in the periods outlined below. For the purposes of this provision, sick leave donated to a catastrophic sick leave bank shall not be interpreted as sick leave use. If an employee is on Family/ Medical Leave, regardless of the leave being used, the employee will not be eligible for a sick leave incentive day during that period. It will be the responsibility of the employee to report in writing to the Police Department administration, when he/she has earned a sick leave incentive day. This must be done within 14 days of having earned the said day. A sick leave incentive day may *only* be taken when the employee does not have to be replaced.

- First Sick Incentive Day starts July 1st and ends September 30th
- Second Sick Incentive Day starts October 1st and ends December 30th
- Third Sick Incentive Day starts January 1st and ends March 31st
- Fourth Sick Incentive Day starts April 1st and ends June 30th

Employees at maximum sick accrual will continue to earn one vacation day for every two sick days not earned or for those participating in the in-service retirement program will earn one earned leave time day for every quarter of having no unscheduled absence. These members may also contribute up to 4 vacation days or earned leave time per year into the Cafeteria Benefit Plan (Wellness Account).

ARTICLE 15 - FUNERAL LEAVE

Leave of absence without loss of pay and without loss of sick leave shall be granted to any superior officer 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. Such leave shall commence no later than the date of death. Immediate family shall be defined to include mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, spouse's grandparents, grandchildren and another person living in the employee's household. Such additional time needed after the expiration of the funeral leave period shall be charged against the employee's sick leave. An employee may also be granted leave to attend the funerals of persons not mentioned in this Article at the discretion of the Chief, such leave time to be charged as sick leave.

ARTICLE 16 - TUITION REIMBURSEMENT

The City will provide one hundred (100%) percent reimbursement for the successful completion of job related courses which have prior approval by the Chief. The maximum tuition reimbursement will be based upon the in-state tuition rate of the University of Southern Maine. Approved reimbursement will be provided within 30 days of a proper submission by a member. The City agrees to fund a minimum of an amount equal to 32 credit hours at the USM undergraduate rate for this unit. The member will participate to the fullest extent possible in education financial aid programs sponsored by the federal and state governments and in private scholarship programs. Any funds allocated to tuition reimbursement at the conclusion of the fiscal year, beyond the minimum allocation amount, may be distributed to members for approved reimbursement.

ARTICLE 17 - HEALTH INSURANCE

Section 1 Health Insurance Cost Share

The City shall provide health insurance benefits through the Maine Municipal Employees Health Trust or a comparable plan. 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 employee/employer cost share as outlined in the Health Insurance Promotion Program. Members of the bargaining unit who opt to remain in the POS 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.

	City	Employee
January 1, 2014 – June 30, 2014	75%	25%

All employees shall pay a portion of the health insurance premiums in accordance with the schedule outlined in Health Promotion Program in Appendix B. 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.

This cost share shall apply regardless of the level of insurance (individual, individual with children or family). Employees will reimburse their share on a weekly basis through payroll deduction. Employees may elect to have the weekly cost share deducted from their Wellness or Cafeteria Benefit Plan Account. Employee cost share shall be adjusted upon notification and billing by the insurance carrier. Employees who certify that they have not and will not smoke or use any tobacco products during the contract year may have their weekly health insurance cost share reduced by $2.00 per week.

Effective 7/1/14, the City will implement a Health Reimbursement Account (HRA) for use toward deductibles and co-insurance in the following percentages for employees who enroll in the PPO 500 Plan:

7/1/14 – 40% of the deductibles and co-insurance;

7/1/15 – 45% of the deductibles and co-insurance; and

7/1/16 – 50% of the deductible and co-insurance.

The above percentages are applicable to the deductibles and co-insurance for single, single parent or family plan to which the employee subscribes. The unused money in the HRA rolls over from year to year and each fiscal year the City will refund each account up to the percentage specified above.

Section 2 Payment Program for Waiving Health Insurance Coverage

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

1. Any employee 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 three and seven tenths (3.7) months of health insurance premiums. The

health insurance waiver payment will be divided into 12 equal payments and paid monthly.

2. An employee 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 three months of the difference in premiums between the plan for which he/she is eligible and the plan which he/she opts to take.

3. Employees who are married to other City (non-school) employees covered by the health insurance shall be eligible for an amount equal to three (3) months of insurance premiums at the single rate if he/she waives health insurance coverage with the City. The payment will be made to one or the other of the married employees, but not both.

4. A new employee 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.

5. If the employee wishes to be reinstated on the health insurance policy or change his or 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.

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

7. In order to receive payment for waiving health insurance coverage or to be reinstated on the health insurance plan, the employee must submit written notice to the Personnel 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.

8. If an employee is currently receiving a payment for waiving health insurance coverage, then the new payment rates for waiving coverage will be implemented in the month in which the payments are normally due to the employee.

9. This section is effective with the signing of the contract and is not retroactive.

An employee who waives health insurance coverage and is not contributing toward a health insurance premium, but who is otherwise eligible for the

non-smoking bonus, shall have the non-smoking bonus ($100) added to the health insurance waiver payment.

Effective 1/1/14, all calculations for the health insurance waivers are based upon the PPO 500 plan.

Section 3 Terms and Conditions to Apply.

The extent of coverage provided under the existing insurance policies referred to in this 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 there under 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 this 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 for the City, nor shall such failure be considered a breach by the City of any obligation undertaken under this or any other agreement.

Article 18 - CAFETERIA BENEFIT PLAN

The City will contribute $800 to each employee's. Cafeteria Benefit Plan Employees will contribute a minimum of $150, through weekly deduction, to their Medical Reimbursement Plan. Use and reimbursement will be made in accordance with the City's Cafeteria Benefit Plan.

In addition, employees may contribute the cash value of up to a maximum of forty-four hours from the following accrued leave to their Cafeteria Benefit Plan:

- Twenty-four (24) hours sick incentive days (must be complete days);
- Any accrued vacation, earned leave time, or sick hours (employee must maintain a minimum of 30 days of accrued sick leave).

The cash value of the benefit will be calculated on the hourly rate (excluding overtime) effective as of July 1st of each year (when rate is known) upon enrollment. The total benefit in the Cafeteria Benefit Plan per employee from all sources (City contributions, weekly payroll contributions from the employee, and cash value of Sick Leave Incentive Days and/or sick days) may not exceed $2,500. If contributions of vacation time bring the total in the Cafeteria Benefit Plan above the $2,500 cap, the benefit may be used for the supplemental retirement (ICMA 457 Plan). Exceptions to the maximum may be requested and reviewed by the Police Chief and the Human Resources Director. The City will authorize the amount of $500 be rolled over as permitted by IRS regulations, if allowed by the City's third party provider.

Employees, who are discharged, retire or otherwise terminate their employment with the City, shall be entitled to the balance of in accordance with IRS regulations.

ARTICLE 19 – RETIREMENT

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 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 retire 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 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 20 - CLOTHING ALLOWANCE

Section 1 Purpose.

The City will furnish to employees an annual allowance for the purposes of purchasing, maintaining, replacing or repairing required uniforms, optional clothing or equipment listed in **Appendix A**. An employee's primary clothing and

equipment shall be maintained in good condition prior to purchasing optional clothing and equipment. Employees not required to wear a uniform on a daily basis shall maintain a complete BDU and Class A uniform.

Section 2 Reimbursement.

Employees will be reimbursed for eligible expenses through purchase order or submission of receipts. The Police Chief may establish policies and procedures regarding clothing allowance reimbursement. An employee, who has civilian clothing damaged while performing an approved plain clothes detail, will be replaced or repaired up to a maximum of $50.00 from the employee's allocated clothing allowance. If damaged in the line of duty, the officer must notify the court officer for possible reimbursement through the court restitution process.

Section 3 Uniform Policy

The Police Chief shall establish and maintain a uniform policy regarding uniform requirements and maintenance. A committee appointed by the Chief in consultation with the Union may be established on an as-needed basis to consider changes in style or quality of the uniform. The Police Chief shall have final approval of all uniform standards. Employees must maintain uniforms in accordance with the policy regardless of the amount of clothing allowance.

Section 4 Separation

Employees who are discharged, retire or otherwise terminate their employment with the City shall not be entitled to the balance of any unused clothing allowance.

Section 5 Allowance

Permanent employees shall receive a maximum annual clothing allowance of $600. An employee can elect to participate in the department laundering service; those who choose to participate will have their allowance reduced to $400. Notification must be made to the Chief in January of each year. An employee not participating in the laundering service can elect to take up to

$200 of the annual clothing allowance for the cleaning and maintenance of uniforms and equipment. The allowance will be available on the first day of the City's fiscal year.

Members may annually roll over and bank up to $1,000 from their allowance to be used for other items identified on the clothing and equipment lists.

ARTICLE 21 - WORKERS' COMPENSATION

Employees, who are covered by this agreement, and become incapacitated as a result of an illness or injury arising out of and in the course of employment shall continue to receive, in addition to compensation paid or payable under the Workers' Compensation Act, an amount sufficient to provide them with full pay while the incapacity exists and until they return to active duty, are placed on disability retirement, become eligible for a retirement pension or resign. For purposes of this article, full pay shall be defined as the employee's current base salary, as set forth in the attached wage schedules, plus other monetary benefits for which the employee would have been eligible if not incapacitated. Full pay shall not include compensation for overtime not worked during the period of incapacity. Monetary benefits for which the employee's eligibility cannot be determined due to the nature of the illness or injury causing incapacity shall be withheld until such determination can be made (i.e., merit pay). The City shall also pay all hospital and medical expenses in accordance with the Workers' Compensation Act.

Employees provided benefits under this article shall continue to accrue sick leave, vacation benefits and holidays, subject to maximum accumulations, during the first twelve (12) months of incapacity. Employees may receive health insurance coverage for up to thirty-six (36) months from the date of incapacity or until the employee returns to active duty, is placed on disability retirement or resigns, whichever comes first. Employees receiving benefits under this article shall not be charged sick leave. Employees may take vacation leave while receiving benefits under this article, but in no case shall they receive double payment during said leave.

Employees who are unable to perform regular job duties as a result of an incapacity from an illness or injury arising out of and in the course of employment may be assigned, if available, other work normally performed by police officers or work related to work done by police officers (i.e. crime prevention, crime analysis, community policing, school liaison, etc.). Employees may agree to work which is not normally performed by or related to police officers. In all cases, such work and its availability shall be determined by the Chief and approved by a qualified physician familiar with the employee's incapacity.

The City reserves the right to require an independent medical examination to determine the extent of the incapacity. Employees who are determined by a qualified physician to be unable to ever return to work shall immediately apply for disability retirement. The City's liability to pay benefits under this section shall not be cumulative and may deduct any benefits provided by Workers'

Compensation or require the employee to assign to it the right to receive any such benefits that any such employee repays to it the amount of any such benefits previously received.

Each time the injured employee is examined by his/her qualified physician, the physician shall provide a statement to the City indicating the employee's condition and whether or not the employee may return for regular duty. When the physician certifies the employee to be fit to return for normal duty, the employee shall immediately return to work as directed by the Chief or his designee.

ARTICLE 22 - COURT TIME

Employees covered by this Agreement, required to make an off-duty attendance at Court, shall receive a minimum of three (3) hours pay at his overtime rate for each such attendance or time and one half (1 1/2) his regular base hourly rate for all hours in attendance, whichever is greater. Any compensation (from other than the City) received by the employee for attendance at any Court or official hearing shall be paid to the City.

ARTICLE 23 - MANDATORY IN-SERVICE TRAINING

The Police Chief shall make available to all employees covered by this Agreement a minimum of 25 hours not-to-exceed a maximum of eighty (80) hours per year Mandatory-In-Service Training. Employees participating in this program shall be paid one and one half (1 ½) times their regular hourly rate of pay for all hours of training received while not on a regularly scheduled shift under the provision of this program not-to-exceed eighty (80) hours in any single year. Payment for mandatory training hours will be paid in the payroll period in which it was worked. It is the intent to make available to all employees, as best as can be scheduled, an equal number of training hours. Attendance at mandatory training may be excused with the prior approval of the Chief.

ARTICLE 24 - LIFE INSURANCE

The City will pay the life insurance premiums under the Maine Municipal Employees Health Trust Supplemental Life Insurance Plan up to the first $23,000 of coverage for each member of the collective bargaining group provided that the following conditions are met:

1. The participation rate (as determined by MMEHT) for the bargaining unit is achieved in order to provide the plan to the members.
2. The member agrees to purchase the remaining premiums based upon 1X, 2X or 3X his/her base annual salary. If the member does not purchase the

remaining life insurance coverage, then the member will not be eligible for the first $23,000 of paid coverage by the City.

ARTICLE 25 - INCONSISTENT RULES, REGULATIONS AND ORDINANCES

The provisions of this Agreement shall govern, where specifically applicable, any inconsistent rules, regulations or ordinances or any other provision or law notwithstanding. In all other cases the City Administrative Manual in effect on the date of this Agreement shall govern questions of intra- departmental procedure and working conditions in the department. The City shall cause to be drafted and put into effect all necessary ordinances to make existing ordinances consistent with this Agreement.

ARTICLE 26 - SAFE EQUIPMENT

It shall be the responsibility of the City to maintain equipment in a safe working order. Officers shall be responsible to report defects in equipment to their supervisor.

ARTICLE 27 - LIABILITY INSURANCE

The City of Auburn shall continue to provide employees with liability insurance with the limits of $300,000 with respect to any action brought under the State of Maine Tort Claims and $350,000 with respect to any action brought outside of the State of Maine Tort Claims Act including but not limited to false arrest, police brutality and civil rights violations. The cost of all legal fees and costs related to any action shall be paid by the City in addition to the stated claim limits. The City may provide such coverage through a private insurance company, a public self-funded risk pool or by self-insuring. The Union, through its attorney, shall have the right to review said policy and its terms.

ARTICLE 28 – OUTSIDE EMPLOYMENT

Police officers will not engage in outside employment which might in any way hinder their impartial performance of their assigned duties as a police officer. Police officers who wish to obtain outside employment must first advise the Chief of Police and sign the following waiver:

"The undersigned, an employee of the City of Auburn, does hereby waive and release said City from any labor expense or costs because of any injury incurred for reason of any employment accepted by the undersigned other than as an employee of said City.

"I further release the City from any claim for salaries or wages during any absence caused by such injury".

Police officers shall annually advise the Chief of Police relative to outside employment and any changes thereto on forms provided by the Chief of Police prior to July 1st of each year.

Such outside employment shall not be acceptable if any of the following conditions apply or develop:

1. Where it occurs that secondary employment has an adverse effect on the officer's sick leave record and work performance.
2. Where the nature or location of the employment compromises the effectiveness of the employee as an Auburn Police Officer or creates the appearance of impropriety on the part of the officer on the City.
3. Where secondary employment impairs the officer's ability to discharge the duties and responsibilities of his City job.
4. Where an officer is using his City position to influence his outside employment.

Officers who engage in secondary employment shall do so only with the understanding and acceptance that their primary job is as a Police Officer for the City of Auburn.

ARTICLE 29 - MILITARY LEAVE

All employees who are members of the organized military reserves and who are required to perform field duty will be granted reserve service leave in accordance with applicable federal and state statutes, in addition to normal vacation time. In order for the Chief of Police to accommodate military leave and to provide adequate staffing for the department, the reservist must provide a copy of the written orders as soon as possible after they are received. For any such period of reserve service leave, the City will pay the difference (if any) between service pay, and the employee's regular pay.

ARTICLE 30 - RECIPROCITY AGREEMENT

If an employee is injured on the job as a direct result of a violent action taken against him by a private individual(s), he shall have the first right to take civil action against said individual(s). However, if the employee does not wish to take civil action, he shall assign that right on request to the City who then shall have the right to proceed with civil action. Expenses for action by the City shall be the burden of the City as well as any revenue derived from such action shall revert to

the City.

ARTICLE 31 – SENIORITY

Section 1 – List

A seniority list shall be established naming all the employees covered by this agreement, beginning with the employee who has the greatest number of years of seniority within the rank first.

Seniority shall be determined by rank (lieutenant and then sergeant) based upon the employee's date of promotion. If in the event a promotional date is shared by another employee, seniority will be determined by date of hire. Seniority, for the purposes of this agreement, shall be interpreted to mean length of continuous service only, with the exception of members enrolled in the in-service retirement program. Seniority shall be the sole governing factor affecting vacations. Seniority shall be a governing factor affecting assignments (provided all other qualifications are equal) and shift selection, though both are subject to approval by the Chief of Police.

Section 2 – Posting

The seniority list shall be made available to the Union within thirty (30) days after the signing of this Agreement and posted on the department bulletin board. Corrections to the seniority list shall be made within thirty (30) days of such posting. After such thirty (30) day period, the seniority list shall be deemed correct.

ARTICLE 32 - DRUG TESTING

The Auburn Police Department will develop and implement a "for cause" drug testing program in compliance with state statutes, and the Departments of Human Services and Labor drug testing regulations within the first year of the contract.

The City will meet and consult with the superior officers bargaining unit over those sections of the drug testing program which relate to current employees including but not limited to the following areas:

What constitutes "for cause" for conducting drug tests on an employee;

- positions to be covered by the policy;
- level of illegal drug permitted in the sample;
- consequences of having a positive test;
- consequences of refusing to submit to the test;
- rehabilitation/treatment provided to an employee with a positive

test;
- facilities at which the tests will be conducted;
- the sample collection process;
- notification of process to employees of written drug testing policies; and
- confidentiality of non-drug related medical information on the employee.

The drug testing program will not be implemented until the plan is approved by the Department of Labor.

ARTICLE 33 - ACTIVE AGREEMENT

The Union and the City may, by mutual consent, agree to discuss, reopen or negotiate any matter or contract provision of interest to the parties during the term of this agreement. In particular, the parties may agree to reopen and make any necessary amendments resulting from discussions and implementation of the annual Labor-Management Team Work-plan (referenced in Article 35).

ARTICLE 34 - DURATION OF AGREEMENT

This Agreement shall cover the period July 1, 2014 through June 30, 2017. This Agreement shall remain in effect until a subsequent agreement is reached.

ARTICLE 35 - LABOR MANAGEMENT TEAM

The Union, its members, and the City agree to continue to participate in the Labor-Management Team. The purpose of the team is to work together in identifying and implementing improvements to the operations of the Auburn Police Department and service to the citizens of Auburn. The goals of the team include fostering good communications (both internal and external to the department), improving customer service (internal and external), increasing accountability and effectiveness, and realization of cost savings.

The City and the Union agree to enter into specific labor management discussions to review comparable wage and benefit packages. Monthly meeting will begin in February 2014 with a goal of completing a two party report for the City Council in July, 2014. If a joint report cannot be agreed upon, a separate report may be submitted as desired. It is agreed that the union may request a wage reopener for July 1, 2014 to review the study presented. If no such request is received by August 1, 2014 the reopener agreement will expire.

Annually, the team shall develop a work plan for the department. The work plan will be developed to identify and prioritize those issues/areas of improvements that the team will concentrate on in achieving the Team's goals.

Auburn Command Unit Collective Bargaining Agreement

July 1, 2014 – June 30, 2017

Dated_____

_____
Witness

_____
City Manager, City of Auburn

_____
Witness

_____
President, Maine Association of Police Command Unit

_____
Staff Representative, MAP

APPENDIX A

UNIFORM POLICY

1. All uniform, insignia, accessory, equipment and optional items will meet department specification and approval of the Chief.
2. All items except for footwear and civilian clothes must be returned to the department upon separation.
3. The Police Chief sole discretion shall determine the situation and manner for wearing of uniform types and items.
4. Body armor shall be required to be worn while in uniform or on special detail. Replacement of body armor will be as recommended by the manufacturer and as monies are available.
5. Weapons will be issued by the department and will remain department property.
6. City will clean or replace uniforms or equipment which becomes contaminated with hazardous materials, including bodily fluids, as needed.

Issuance and Replacement List

Category/Item:	#	Category/Item:
Hats (8-point/1 ball cap)	2	Sport Jackets
		Dress Slacks
Shirts (3 winter/3 summer)	6	Dress Shirts
Pants	3 pr.	Ties
Duty Gloves	1 pr.	Dress Shoes
Tie	1	
Blousing Straps	1 pr.	
Shoes (dress)	1 pr.	
Boots (all season – military style)	1 pr.	
Coat	1	
Class A Uniform	1 ea.	
Raincoat	1	

Insignia		*Accessories*	
APD Pins	2	Weapon	1
Name Tags	2	Leather / Nylon Gear	all
Rank Insignias	as appropriate	Handcuffs	1
Departmental Patches	as appropriate	Pepper Mace	1
Badges	2	Attaché Case	1
Hat Insignia	1		

OPTIONAL CLOTHING/EQUIPMENT LIST (Other items not listed must have prior approval)

Sweater	Socks	Dickey
Raingear (additional)	Mock Turtleneck	Cold Weather Clothing
Polo Shirt	Shoes (black casual)	Range Clothing
BDU Windpants	Boots (summer)	Gore-Tex tm Ballcaps

Appendix B
City of Auburn Health Program

The program seeks voluntary compliance with a health promotion and health care management system which focuses primarily on prevention activities. The goal is:

- To reduce the overall need for health care services by City employees and their dependents;
- To prevent disease by rewarding employees and their dependents for healthy behavior that will prevent disease; and
- To lower the rate of increase in the City's health insurance premiums.

The program can be broken down as follows: 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 body mass index (BMI). 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 an 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, including spouses (dependent children 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. 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

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 and their spouses need only agree to participate in the program to obtain the 10% health insurance premium savings. After July 1, 2007, employees and spouses 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 (1.5% each) when both employee and spouse agree to participate in a Health Risk Assessment, a physical examination by personal physicians including the prescribed lab/x-rays;
- 3% savings (1.5% each) when both agree to participate in an exercise program tailored by the Health Care Educator in conjunction with the employee's physician;
- 2% savings (1% each) non smokers and those who quit smoking;
- 2% savings (1% each) obtained BMI (body mass index) goals, or related weight management program.

NOTE: In the Employee Only and Employee with Child plans, the percentages for participation in the four components double for the Employee, i.e., 1.5% becomes 3% and 1% becomes 2%. The total adjustment to the employee's health insurance cost share will not exceed 10%.

Health Promotion Program and Health Insurance Cost Share

The proposed health insurance employees cost share is 25%.

Employees and spouses 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/spouse 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/spouse who makes a 'best effort' but falls slightly short of meeting their goals will not be penalized, providing, however, that the following three criteria are met:

a. the employee/spouse 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/spouse 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 times, the employee/spouse's 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/spouse's PCP, to determine the appropriate activities to meet such goals and to determine whether or not the employee/spouse has made a 'best effort'. In the event of a conflict between the PCP and the Health Care Educator, the employee/spouse's PCP shall have final say in re-determining and/or modifying previously established goals.

Medical Spending Account

The City will continue to provide the Medical Spending Accounts through which the employee may submit receipts for office visit co-payments, lab work, diagnostic testing, and prescriptions. In addition the employee may increase the funds in the Medical Spending account by making additional contributions through payroll deductions and by allocating accrued sick days as allowed by the collective bargaining agreement.

Tizz E. H. Crowley, Ward One
Robert Hayes, Ward Two
Mary Lafontaine, Ward Three
Adam Lee, Ward Four

Leroy Walker, Ward Five
Belinda Gerry, At Large
David Young, At Large

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 116-12162013

ORDERED, that the City Council hereby authorizes the City Manager to execute the Collective Bargaining Agreement with MAP (Maine Association of Police) Command Unit for July 1, 2013 through June 30, 2014.

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager to execute the Collective Bargaining Agreement with MAP (Maine Association of Police) Command Unit for July 1, 2014 through June 30, 2017.

City Council
Agenda Information Sheet

City of Auburn

Council Meeting Date: December 16, 2013 **Order** 117-12162013

Author: Deborah Grimmig, Human Resources Director

Item(s) checked below represent the subject matter related to this workshop item.

☐**Comprehensive Plan** ☐**Work Plan** ☐**Budget** ☐**Ordinance/Charter** ☒**Other Business*** ☐**Council Goals****

If Council Goals please specify type: ☐*Safety* ☐***Economic Development*** ☐***Citizen Engagement***

Subject: Auburn Firefighters Association - I.A.F.F. Local 797 negotiations update.

Information: I.A.F.F. Local 797 represents Firefighters, Lieutenants, Captains and Battalion Chiefs. The contract expired on December 31, 2012. The Union and Management have been working on a successor contract since that time. We have reached a tentative agreement.

This information sheet covers two agreements. The first is a short bridge effective 1/1/13 through 6/30/13. This is a status quo contract. The second is a three year agreement covering 7/1/13 through 6/30/16. The second agreement includes a change in the health insurance, implementation of an in-service retirement program, change in the retirement plan, a reduction in apparatus staffing and a number of other language items.

Financial: The multi-year contract provides for steps in the first year of the contract, suspension of steps in FY 15 and FY 16 and 2% wage adjustments in FY 15 and FY 16. This multi-year contract represents a sustainable pay and benefits package.

Action Requested at this Meeting: Discussion with action during the meeting.

Previous Meetings and History: The I.A.F.F. contracts were discussed in previous Executive Sessions, the most recent being 12/2/13. .

Attachments:
Order 117-12162013

**Agenda items are not limited to these categories.*

Tizz E. H. Crowley, Ward One
Robert Hayes, Ward Two
Mary Lafontaine, Ward Three
Adam Lee, Ward Four

Leroy Walker, Ward Five
Belinda Gerry, At Large
David Young, At Large

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 117-12162013

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 January 1, 2013 through June 30, 2013.

BE IT FURTHER 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, 2013 through June 30, 2016.

City Council Information Sheet

City of Auburn

Council Meeting Date: December 16, 2013

Subject: Executive Session

Information: Discussion on the Labor Negotiations (MAP Patrol), pursuant to 1 M.R.S.A. §405(6)(D)

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.