



City Council Meeting and Workshop

January 21, 2014

Agenda

5:30 P.M. Workshop

- A. Comprehensive Plan amendment to prioritize the Downtown Passenger Rail – Eric Cousens (15 minutes)
- B. Transfer of land (143 Hampshire Street and 61 Webster Street) – Reine Mynahan (10 minutes)
- C. Solid Waste and Recycling Committee Recommendations – Denis D'Auteuil (45 minutes)
- D. Proposal to repeal an Ordinance (Chapter 2, Article VI, Division 2 Section 2-514) – Clint Deschene (5 minutes).

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.

II. Minutes

- January 13, 2014 Regular Council Meeting (meeting was postponed from January 6, 2014)

III. Reports

Mayor's Report

City Councilors' Reports

City Manager Report

- Revenue Sharing Impacts Memo
- 2014 State Revenue Sharing (2013 Resolve attached as a reference)

Finance Director, Jill Eastman

- December 2013 Monthly Finance Report

IV. Communications, Presentations and Recognitions

- Stormwater – Dan Goyette

- 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 - None

VII. New Business

1. Order 04-01212014

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Approving a new Liquor License (Food Service Class I - Spirituous, Vinous, Malt) application for Xinglong Corporation, DBA: Lotus Restaurant located at 279 Center Street.

2. Order 05-01212014

Authorizing the Finance Director to extend the contract for Audit Services for 3 years, (FY14, FY15 and FY16) with Runyon Kersteen Ouellette, the City's current auditor.

3. Order 06-01212014

Setting the date for a Special Municipal Election to elect three members of a Joint Charter Commission for the proposed consolidation of the Cities of Auburn and Lewiston to be held on Tuesday, June 10, 2014.

4. Order 07-01212014

Approving the establishment of a Charter Commission for the purpose of revising the City of Auburn Charter.

5. Order 08-01212014

Submitting the question, for the establishment of a Charter Commission to revise the City of Auburn Charter, to the voters at a Special Election to be held on June 10, 2014.

6. Order 09-01212014

Setting the date for a Special Municipal Election to elect the members of the City of Auburn Charter Commission for June 10, 2014.

7. Order 10-01212014

Authorizing the City Manager to execute the collective bargaining agreement with I.A.F.F. (International Association of Firefighters) Local 797.

VIII. Executive Session - None

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 or expulsion

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- 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: January 21, 2014

Item A

Author: Douglas M. Greene, AICP, City Planner

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: Amending language in 2010 Comprehensive Plan to ensure that any plans for locating passenger rail service in Auburn prioritize Downtown Auburn over any previous locations.

Information: The 2010 Comprehensive Plan continued a long standing policy on recommending passenger rail service be directed to the Lewiston-Auburn Airport. At the time, it was felt that location would be the optimum place to coordinate the inter-modal qualities of the airport (Passenger Air and Cargo, Passenger Rail and Freight and Interstate Trucking). Since the 2010 Comprehensive Plan was completed, there is now interest in making passenger rail part of a new Downtown revitalization effort. A draft amendment to the 2010 Comprehensive Plan has been prepared with all references to the location of passenger rail changed to Downtown.

Financial: None at this time. The Council may consider funding a feasibility study in the future to evaluate the merits and cost/benefits of establishing passenger rail in Downtown Auburn.

Action Requested at this Meeting: Confirm that the Staff has captured the City Council's intent and then send the amendment to the Planning Board for their consideration and recommendation at a public hearing. The Planning Board's recommendation would then go back to the City Council for a public hearing and final vote on the amendments to the 2010 Comprehensive Plan.

Previous Meetings and History: The Auburn City Council, at its May 20, 2013 meeting, resolved to "direct the staff to align work planning and policies of the city and partnering agencies (including LATC, AVCOG, and ATRC) to ensure that any plans for passenger rail involve locating in Auburn's downtown as a priority over any previous or alternative plan." (Resolve 03-05202013)

Attachments: The following attachments are enclosed with this Workshop Information Sheet.

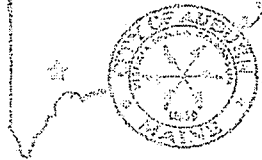
1. Cover Memo from City Planner Doug Greene.
2. Resolve # 03-05202014
3. 2010 Comprehensive Plan revised language related to recommending passenger rail be directed to downtown Auburn
4. Portland Press Herald article on Passenger Rail in Brunswick (Nov. 14, 2013)

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

City of Auburn, Maine

"Maine's City of Opportunity"

Office of Planning & Permitting



MEMO

To: Auburn City Council and Mayor Jonathan LaBonte'
From: Douglas M. Greene, AICP, City Planner
Re: Passenger Rail Service to Downtown Auburn
Date: January 20, 2014

The 2010 City of Auburn Comprehensive Plan is the City's vision for the next 10 to 20 years. This plan took over 2 years to complete and is the product of many public input meetings, city staff and outside technical assistance. As thorough a process as that it was, changes in circumstances can come up, which can trigger a need to revisit an issue and consider amending the plan rather than wait for the next comprehensive plan update.

Such is the case of passenger rail service. Passenger rail service ended in Auburn many years ago and for the last 30 years, the City's Comprehensive Plans have recommended that if passenger rail service ever were to come back, its location and focus should be at the Lewiston-Auburn Airport. While the Airport does act as an inter-modal hub for air cargo and freight and is near the interstate, locating a station for passenger rail there may not provide the benefits that a Downtown location could provide. Making this change is also important as any future study on passenger rail, if funded by State or Federal Transportation agencies will focus on where our Comprehensive plan says it should be.

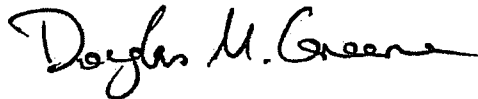
There is growing interest in bringing back passenger rail to Auburn for a Portland to Montreal connection and for a Portland to Auburn commuter rail service. The question before you is whether it makes sense to amend the Comprehensive Plan to move the recommended location for passenger rail from the Airport to Downtown. Why is Downtown the best location? While there may be options on how to make these different connections work, a key point to consider in choosing a location for passenger rail is where would the greatest benefits be achieved?

Downtown has always been the traditional location for passenger rail. Today, there are different reasons and benefits to passenger rail service to Downtown.

- Downtown passenger rail is an important part of Transit Oriented Development, which will spur investment in housing and commercial projects.
- More people will be within easy walking or driving distance to Downtown passenger rail.
- A Downtown passenger rail station can coordinate with other transit modes such as bike, pedestrian, auto and bus to create a diversity of transportation options.
- Taking cars off the road and reduction in greenhouse gases.
- Passenger rail fits in nicely with the Auburn's interest in a new Downtown development strategy.

The Planning Staff asks for your support to the changes to the Comprehensive Plan as presented in your packet. These changes will allow any future study to examine all possible passenger rail options. There will need to be more work done in the future to analyze these options and determine where the actual best location for passenger rail is to be situated.

Sincerely,

A handwritten signature in black ink that reads "Douglas M. Greene". The signature is fluid and cursive, with the first name "Douglas" being more prominent than the last name "Greene".

Douglas M. Greene, AICP
City Planner

C: Eric Cousens, Director, Planning and Permitting
File

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



Jonathan LaBonte, Mayor

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

IN CITY COUNCIL

RESOLVE 03-05202013

RESOLVED, that the following be, and hereby is the Annual Appropriation and Revenue Resolve of the City of Auburn for the fiscal year 2013-2014, which includes the amounts appropriated herein and revenues from all sources beginning July 1, 2013 and ending June 30, 2014.

The estimated aggregate amount of non-property tax revenue is \$32,149,630 with a municipal revenue budget of \$10,580,337 and a School Department revenue budget of \$21,569,293.

The aggregate appropriation for the City of Auburn is \$73,679,861, with a municipal budget of \$33,976,585 County budget of \$2,029,513 and a School Department budget of \$38,378,278 which received School Committee approval on May 1, 2013, and school budget approved at the May 20, 2013 Council Meeting pursuant to the School Budget Validation vote on June 11, 2013, in accordance with Maine Revised Statutes, Title 20-A § 1486 and based on the budget submitted to the Auburn City Council on April 1, 2013, by the City Manager, and notification was posted on the City of Auburn website on May 14, 2013 that a public hearing would be held on May 20, 2013 at 7:00 p.m. and said hearing having been held on that date, and as amended by the City Council, the same is hereby appropriated for the fiscal year 2013-2014 beginning July 1, 2013 for the lawful expenditures of the City of Auburn and the County of Androscoggin taxes, and said amounts are declared not to be in excess of the estimated revenue from taxation and sources other than taxation for the fiscal year of 2013-2014.

SCHOOL BUDGET ARTICLES

1. That \$15,085,352.00 be authorized to be expended for Regular Instruction;
2. That \$7,578,977.00 be authorized to be expended for Special Education;
3. That \$-0- be authorized to be expended for Career and Technical Education;
4. That \$669,705.00 be authorized to be expended for Other Instruction;
5. That \$4,647,621.00 be authorized to be expended for Student and Staff Support;
6. That \$856,570.00 be authorized to be expended for System Administration;
7. That \$1,276,113.00 be authorized to be expended for School Administration;
8. That \$1,497,391.00 be authorized to be expended for Transportation and Buses;
9. That \$3,679,410.00 be authorized to be expended for Facilities Maintenance;
10. That \$2,671,986.00 be authorized to be expended for Debt Service and Other Commitments;
11. That \$0 be authorized to be expended for All Other Expenditures;

12. That \$35,016,307.00 be appropriated for the total cost of funding public education from Pre-kindergarten to grade 12 as described in the Essential Programs and Services Funding Act and that \$15,372,907.00 be raised as the municipality's contribution to the total cost of funding public education from Pre-kindergarten to grade 12 as described in the Essential Programs and Services Funding Act in accordance with the Maine Revised Statutes, Title 20-A, section 15688;

***Explanation:** The city's contribution to the total cost of funding public education from Pre-kindergarten to grade 12 as described in the Essential Programs and Services Funding Act is the amount of money determined by state law to be the minimum amount that a municipality must raise in order to receive the full amount of state dollars.*

13. That \$1,510,971.00 be raised and appropriated for the annual payments on debt service previously approved by the city's legislative body for non-state-funded school construction projects, non-state-funded portions of school construction projects and minor capital projects in addition to the funds appropriated as the local share of the city's contribution to the total cost of funding public education from Pre-kindergarten to grade 12;

***Explanation:** Non-state-funded debt service is the amount of money needed for the annual payments on the city's long-term debt for major capital school construction projects and minor capital renovation projects that are not approved for state subsidy. The bonding of this long-term debt was previously approved by the voters or other legislative body.*

14. That \$0.00 be raised and appropriated in additional local funds for school purposes under the Maine Revised Statutes, Title 20-A, section 15690;

***Explanation:** The additional local funds are those locally raised funds over and above the municipality's local contributions to the total cost of funding public education from Pre-kindergarten to grade 12 as described in the Essential Programs and Services Funding Act and local amounts raised for the annual payment on non-state-funded debt service that will help achieve the school department budget for education programs.*

15. That the school committee be authorized to expend \$37,963,125.00 for the fiscal year beginning July 1, 2013 and ending June 30, 2014 from the city's contribution to the total cost of funding public education from Pre-kindergarten to grade 12 as described in the Essential Programs and Services Funding Act, non-state-funded school construction projects, additional local funds for school purposes under the Maine Revised Statutes, Title 20-A, section 15690, unexpended balances, tuition receipts, fund balances, state subsidy and other receipts for the support of schools;
16. That the City of Auburn appropriate \$373,357.00 for adult education and raise \$183,311.00 as the local share, with authorization to expend any additional incidental or miscellaneous receipts in the interest for the well-being of the adult education program;
17. That the City of Auburn raise and appropriate \$41,796.00 for the services of Community Services-Crossing Guards.

18. That in addition to amount approved in the preceding articles, the school committee be authorized to expend such other sums as may be received from federal or state grants or programs or other sources during the fiscal year for school purposes, provided that such grants, programs or other sources do not require the expenditure of other funds not previously appropriated;

BE IT FURTHER RESOLVED that the City Council deems it necessary to adopt a budget which exceeds the percent increase of the Consumer Price Index Urban as of December 31, 2012, and hereby waives the provisions of Section 2-485 of the City Code of Ordinances.

BE IT FURTHER RESOLVED that this budget reflects anticipated intergovernmental revenues from the State of Maine in accordance with existing law; that the budget proposed by the Governor recommends elimination of municipal revenue sharing and the reduction of other municipal support programs; that this may result in a loss of up to \$4,000,000 in revenues; and that such loss would require significant reductions in municipal appropriations and unsustainable reductions in municipal services. In the event that the final adopted state budget affects municipal revenues, the total Fiscal Year 2014 tax commitment is hereby additionally increased in an amount equal to the reductions in such state revenues up to a maximum of \$4.0 million. Further, within sixty (60) days of the adoption of the state budget, the City Council shall determine the proportion of this additional tax commitment that shall be offset by reductions in the various General Fund expenditure accounts.

BE IT FURTHER RESOLVED to direct staff to align all work planning and policies of the city and partnering agencies (including LATC, AVCOG, and ATRC) to ensure that any plans for passenger rail involve locating in Auburn's downtown as a priority over any previous or alternative locations.

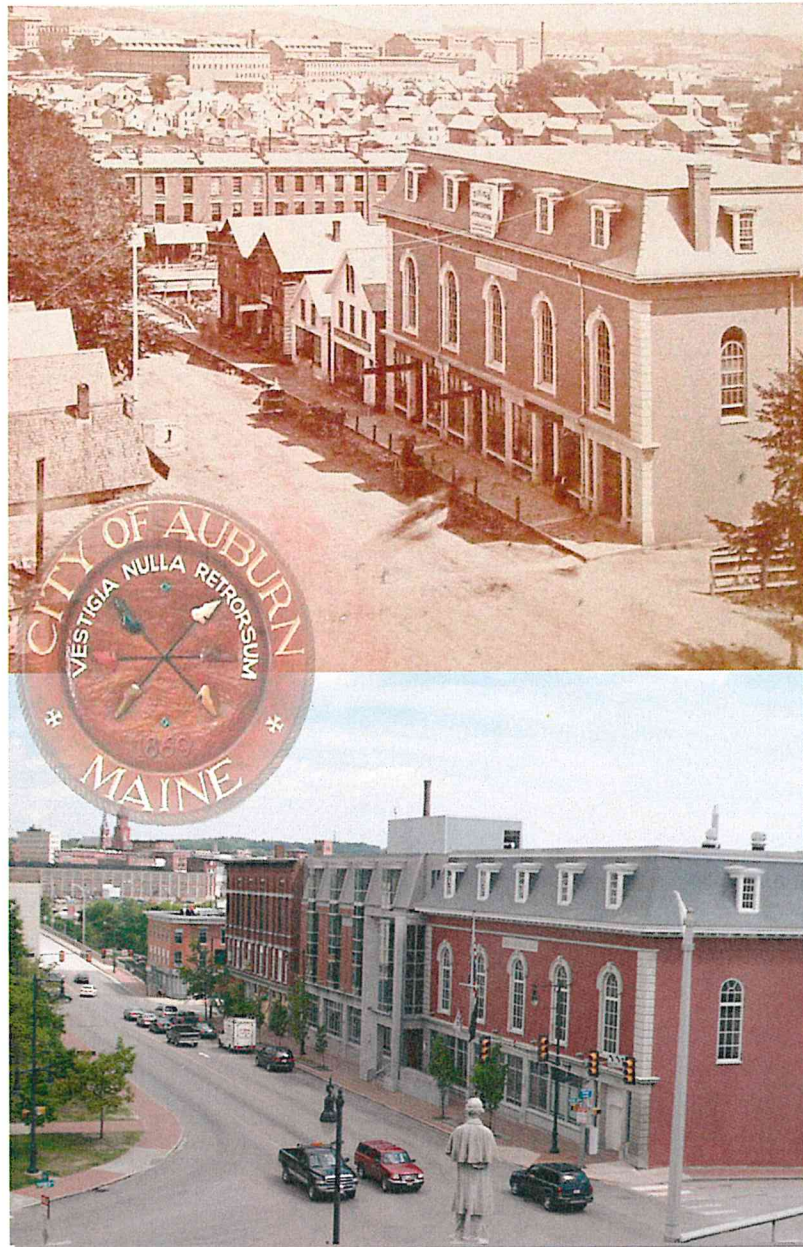
BE IT FURTHER RESOLVED that included in the Police Department budget are \$3,293 worth of expenditures for the PAL Center utilities, and that this will be the last year that expenditures for the PAL Center will be included in this budget.

BE IT FURTHER RESOLVED that the Municipal Beach will not open for swimming this year until there is one calendar month of clean water tests at the beach.

BE IT FURTHER RESOLVED that the City Manager shall propose and have established by the Auburn City Council a contract with LAEGC for services to be provided to the City of Auburn for economic development to occur within 5 months of the fiscal year with the consequence being the elimination of funding.

BE IT FURTHER RESOLVED that the City Council, under the Authority of the City Charter of the City of Auburn, will set the School Department maximum tax commitment based upon the School Budget to be adopted July 1, 2013 by the City Council.

CITY OF AUBURN COMPREHENSIVE PLAN: 2010 UPDATE



Recreation and Environment Vision

Auburn is home to a Teen Center that provides a safe, non-judgmental, supportive environment. This center focuses on a variety of activities including arts and music, and operates a cafe for teens of all ages to enjoy. Auburn has expanded recreational amenities, including new and improved basketball courts, sports fields, and pool facilities. There are also improved, expanded, and connected sidewalks, trails, and bike lanes. There are new urban parks, including a skate park, and also a large park where students can take the family dog to play Frisbee and enjoy outdoor activities. Auburn respects and protects its natural resources. The City highlights the Androscoggin River for the recreational and tourist opportunities it provides.

Transportation Vision

Citylink bus service maintains affordable fares and provides new routes to and from schools and parks. Roads in Auburn are kept in good condition by an improved road maintenance program. The City has invested in sidewalk development, expanded the network of designated bike lanes, and improved connections to trails - all contributing to safe pedestrian and bike connections throughout the City. [A downtown multi-modal transportation hub connects pedestrians, bicyclists, bus and rail passengers to their destinations.](#)

Economic Vision

Auburn is a City that offers a variety of well-paid, skilled jobs and provides ample educational opportunities for local residents to attain these jobs. Auburn has a low tax rate. Auburn's retail development focuses on teen-centered amenities such as youth clothing and music stores.

B. LAND USE POLICIES

Chapter 2 of the 2010 Update of the Comprehensive Plan sets out a Future Land Use Plan to guide where and how growth and development should be accommodated over the next decade. The Future Land Use Plan shows, in a general sense, the desired pattern of future land use and development in the City.

The Future Land Use Plan reaffirms a central policy of prior of land use planning in the City, namely, that development in Auburn should grow out from the core and from older established neighborhoods. This policy was originally set forth in the City's first comprehensive plan over a half century ago and has continued to guide the City's land use planning since then. It is based on the fact that growth out from the downtown core and older established neighborhoods allows for the most efficient utilization of city services. This plan discourages "leapfrog" development in the outlying sections of the city where city services are not now available. The effect of continuing this longstanding policy is to guide most new development into the area south of Lake Auburn and Taylor Pond, and north of the Maine Turnpike.

4. Historic and Archeological Resources

- Update the historic preservation standards including standards for non-historic buildings in the Historic District
- Adopt a renovation code for older buildings including historic structures as part of the building code

5. Recreation (and Open Space)

- Explore the feasibility of developing a consolidated sports field complex to replace existing marginally useful facilities
- Assure continued public access the Androscoggin and Little Androscoggin Rivers with improved facilities
- Assure continued public access to Taylor Pond
- Expand protected open space and rural recreational activities

6. Population

- Continue to provide a range of housing opportunities, so that Auburn continues to have a diverse population

7. Transportation

- Improve traffic flow and safety on the major road network (Center Street, Turner Road, Minot Avenue, etc.)
- Enhance the gateways to the City (Washington Street, Riverside Drive, Minot Avenue); including improved standards for development along these roads
- Provide additional access to the community, including improved Turnpike access, and a New Auburn connector road to future industrial areas
- Develop a western connector route, using existing roads, to link Exit 75 to the Mall area and communities to the west
- Explore the creation of a one-way traffic loop in downtown New Auburn in conjunction with the New Auburn Village Center concept
- Discourage the use of local/residential streets by through/cut-through traffic
- Develop a safe, interconnected network of pedestrian and bicycle facilities
- Enhance the existing freight intermodal facility ~~and create a passenger Intermodal facility~~ at the airport including the possibility of passenger ~~rail~~ and air service
- Create a downtown Multi-modal transit facility that includes bicycle, pedestrian, bus and passenger rail service.
- Improve transit services including the local bus system

G. TRANSPORTATION POLICIES

PURPOSE

The Transportation section establishes objectives and strategies for the implementation of a safe, efficient, and effective multi-modal transportation network that supports the needs of all users and the goals of the City land use plan.

BACKGROUND

The heaviest demand on the transportation system is generated by commuters to work. Much of that demand occurs in peak travel hours in the morning and evening. Over the years the locations of employment centers in and around Auburn have changed. Jobs are no longer only located in the downtown core in mills, shops, offices, and retail stores.

Instead, employment has been dispersed to the north around the malls, to the south in industrial parks near the Turnpike interchange, as well as some staying in downtown. Many Auburn residents work in Lewiston, where the largest employers in the region are located. Many people employed in Auburn and Lewiston live in growing nearby suburban towns. Auburn is unavoidably part of a regional transportation network.

The transportation network is affected by the presence of a natural barrier, the Androscoggin River. The River separates the two largest employment centers, Lewiston and Auburn. Traffic between the two communities is channeled to four bridges that cross the River.

Connections to other cities in Maine and New England are limited. Access to the one nearby section of the regional expressway system, the Maine Turnpike, is five miles from downtown Auburn and seven miles from the malls north of downtown. With the exception of those employers located in the industrial parks near the Turnpike interchange, connections from the Turnpike to the employment and business centers of both cities are poor and need improvement.

Much of the travel demand in the region takes place in automobiles and light trucks, often with only one occupant. One way to reduce congestion is to reduce the reliance on travel by single occupant vehicles.

Transportation Goals:

Goal G.1: Auburn manages the number of vehicle trips during peak hours to better utilize the capacity of the existing road network.

Goal G.2: Auburn has a well-designed—and functioning road network that safely and efficiently moves all manner of users (cars, buses, bikes, and pedestrians) through the community while preserving the integrity of established residential neighborhoods.

Goal G.3: Auburn remains an multi inter-modal hub proving access to rail, air, truck, and transit amenities.

One of the recurring themes in the Comprehensive Plan is the interaction between land use and transportation. This Plan seeks to divert vehicles from residential neighborhoods onto the principal traffic arteries and connector streets, where they can move efficiently. This is achieved in part by locating employment centers where they will not adversely impact nearby residential neighborhoods, and in part by insuring that major streets carry traffic efficiently so that cars are not tempted to seek shortcuts through residential neighborhoods.

VISION

Auburn's transportation network of roads, sidewalks, and bike lanes along with rail, air, and mass transit systems provide all users with safe and efficient movement throughout the community and beyond.

The road network is safe and efficient and accommodates drivers, pedestrians, and cyclists. A hierarchy of roads ensures that traffic moves through the community on designated routes, providing appropriate access and suitable traffic flow. It also protects the integrity of established residential neighborhoods and gives priority to pedestrians, cyclists, and transit (bus, rail, etc.) in the densely built-up areas of the City, such as New Auburn and Downtown Auburn. Major roads efficiently move traffic through the community to significant local and regional destinations. Collector roads provide links within Auburn that alleviate traffic congestion and serve the needs of additional traffic created by community and regional growth areas. Local roads provide safe and attractive neighborhood access for all users – drivers, pedestrians, and cyclists.

The community supports long-range transportation planning to alleviate congestion and to provide for greater regional access. Such planning focuses on the connections between land use, transportation, and public transit development; and seeks to push through-traffic out of established neighborhoods and downtowns to make walking and biking more inviting. Such planning involves the Maine Department of Transportation, the Maine Turnpike Authority, and other local and regional transportation agencies. It seeks to ensure appropriate turnpike development, ready access, and road infrastructure redevelopment projects that meet the needs of the community and the region.

Auburn prides itself on its role as a regional intermodal hub that includes high-volume rail and airfreight service. Auburn seeks to implement regional passenger/commuter hub options to expand rail and air travel opportunities that connect Greater Downtown Lewiston-Auburn north to Montreal and south to Portland and Boston.

G.3 TRANSPORTATION NETWORK

Goal G.3: *Auburn remains a ~~inter-~~ ~~multi-~~modal hub proving access to rail, air, truck, and transit amenities.*

As a transportation service center, the City plays an important role in regional and state efforts to expand and improve rail, air, and truck services. The *Comprehensive Plan* supports continued City, regional, and state efforts to expand and enhance freight and passenger intermodal facilities. This includes continued support for existing rail and air facilities, and the promotion of passenger service. The *Plan* also acknowledges the City's strong ties to the turnpike, and seeks to ensure that Auburn is well positioned to benefit from local and regional turnpike development projects.

Auburn plays an integral role in regional traffic and transit services that goes beyond the services of its intermodal facility. The *Plan* encourages the City to work closely with Androscoggin Transportation Resource Center (ATRC) to promote regional and long-range traffic studies, ensure that Auburn streets can continue to adequately support local and commuter traffic, and provide feasible options for regional mass transit (including bus and rideshare programs).

Objective G.3.1:

Support the development of additional transportation infrastructure to promote continued growth in and around the Auburn freight intermodal facility, and support the siting and construction of a passenger intermodal facility at in the Auburn/Lewiston downtown area. Airport.

Strategies to achieve this objective:

Strategy G.3.1.a:

Support the recommendations of the ATRC Long Range Transportation Plan to promote rail industry growth including:

- i. Expanding the high-speed passenger rail designation from Auburn to the western Maine border.
- ii. Working with New Hampshire and Vermont to extend the high-speed passenger rail designation to the border with Canada.
- iii. Upgrading the lines to support heavier loads to keep up with the demand of the Foreign Trade Zone

Strategy G.3.1.b:

Support Maine Turnpike Authority (MTA) and ATRC studies to determine the feasibility and desirability of realigning the I-95 interchange (Exit 75), for the purpose of better accommodating truck traffic into and out of the industrial park area.

Strategy G.3.1.c:

Support the implementation of the 2006 Airport Master Plan Update to ensure appropriate development of airline freight services.

Objective G.3.2:

Promote appropriate local and regional mass transit opportunities.

Strategies to achieve this objective:

Strategy G.3.2.a:

Continue to study the establishment of passenger rail service in Downtown Auburn and passenger air service at the a-passenger intermodal facility at the airport, paying particular attention to determining the market need for such a facilities y, and how such a facilities y would be accessed.

- i. If passenger service is viable at this-these locations, ensure that the development of a passenger facility includes adequate parking to meet projected demand-, and that the facility provides adequate public transit connections to the downtown and other significant community destinations.

Strategy G.3.2.b:

Work with regional and state agencies to assess the potential for the expansion of passenger rail service from Portland to Auburn, and at some future time from Brunswick to Auburn via Lewiston. Also, encourage the state to work with SLA to upgrade rail lines and expand the current high-speed line designation from Auburn to Canada, as a step towards establishing passenger rail service from Auburn to western Maine and into New Hampshire and the Canadian provinces.

Strategy G.3.2.c:

Expand, as necessary, the local fixed-route bus service.

- i. Encourage the expansion of night and weekend bus service to provide residents and visitors with increased mobility and access to community destinations.
- ii. Encourage efficient routes that link residents to major employment centers in and around Auburn, such as the industrial parks.
- iii. Work with ATRC, as well as Lewiston and surrounding communities, to support the Lewiston Auburn Transit Committee (LATC) in its efforts to establish public/private partnerships and other creative financing mechanisms to fund additional bus service.
- iv. Plan for the interconnection of rail service in downtown Lewiston-Auburn and at Exit 75/Airport with the local bus system to provide a seamless transit system that reduces reliance on single-occupancy vehicles to access major residential and commercial areas in Auburn.

1. PARKS AND TRAILS

Strategy B.1.a:

The City should support efforts in Turner to the north and Durham and Lisbon to the south to establish the Androscoggin Riverlands. Where feasible, the City should support efforts to link riverfront parks and trails to the project as a means of establishing a regional riverfront recreation network. The City should work towards creating public access along the length of its riverfront including trails, parks, boat launches, picnic areas and other public gathering points striving to enhance and preserve this natural resource.

Strategy B.1.b:

The City should encourage the development of a regional trail and bicycle network and work with the Androscoggin Transportation Resource Center (ATRC) to ensure, where feasible, that trail developments provide connections to regional networks as defined in the *2008 ATRC Regional Bicycle and Pedestrian Plan*.

2. CULTURE

Strategy B.2:

Auburn should expand its partnership with Lewiston and its regional neighbors to promote and enhance culture opportunities and around the county and encourage arts and cultural events and activities.

C. TRANSPORTATION

As a transportation service center, the City's inter-modal facility plays an important role in regional and state plans to expand and improve rail, air, and truck services. The Comprehensive Plan encourages continued development of this important economic resource. It looks to support City, regional, and state plans to expand and enhance the existing rail and air facilities and explore the potential of adding passenger service. The plan also acknowledges the City's strong ties to the turnpike and the potential for additional turnpike development to ensure that Auburn retains its role in providing regional truck transportation services.

In addition to the intermodal facility, Auburn plays an integral role in regional traffic and transit services. The Plan encourages the City to work closely with Androscoggin Transportation Resource Center (ATRC) to promote regional and long-range traffic studies, ensure that Auburn streets can continue to adequately support local and commuter traffic, and provide feasible options for regional mass transit including passenger rail, bus and rideshare programs.

Chapter 2). As such, the primary focuses of the City's capital investment needs are:

1. Maintaining and upgrading the City's existing infrastructure and equipment
2. Modernizing public facilities to improve the efficiency of providing public services including consideration of shared services and consolidation
3. Providing the infrastructure needed to support continued economic growth

The City's annual CIP addresses the first two categories of capital investment needs and covers all or most of the potential capital needs of these types related to the policies of the Plan. The current CIP does not address the funding of some of the activities related to long-term economic growth due to both the nature and timing of these activities. In many cases, these projects involve public/private partnerships and/or the use of outside funding such as grants or loans. The following projects will need to be considered in future CIPs at the appropriate time:

- Extension of public water and sewerage and other utilities to serve the Hackett Road/Witham Road industrial area including the possible use of TIF funding
- Construction of a connector road to provide improved access to the Hackett Road/Witham Road industrial area
- Extension of the public water and sewerage systems to accommodate additional development in the Turnpike/Airport/~~Multi~~ Intermodal Facility industrial areas
- Improvements in access to the Maine Turnpike including the possibility of an additional interchange
- Improvements to the rail system
- Development and implementation of a plan for the redevelopment of the New Auburn Village Center including extension of the Downtown TIF District
- Investment in improvements in the downtown areas of Auburn and New Auburn

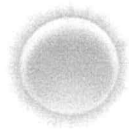
Policy Reference	Activity	Primary Responsibility
Ch1-E.1.1.a	Recreation – fund improvement of existing park and recreation facilities	Recreation Director
Ch1-E.1.2.d	Recreation – improve existing access points to rivers	Recreation Director
Ch1-E.1.3.b	Recreation – continue to provide public access to Taylor Pond	City Manager & Council
Ch1-G.2.1.a	Transportation – improve Center Street/Turner Road traffic management	Community Services Department & AVCOG
Ch1-G.2.2.a	Transportation – improve Minot Ave. traffic management	Community Services Department
Ch1-G.2.2.c	Transportation – improve Minot Ave. rotary	Community Services Department
Ch1-G.2.8.a	Transportation – install traffic directional signage	Community Services Department
Ch1-G.2.9.b	Transportation – extend Main Street streetscape improvements	Community Services Department
Ch1-G.2.12.b	Transportation – install traffic signage to discourage use of local streets by through traffic	Community Services Department
Ch1-G.3.1.a	Transportation – promote rail industry growth <u>including downtown passenger rail service.</u>	Community Services Department
Ch1-I.2.2.b	Economic development – ensure the capacity of utility services and expand as necessary	City Manager & Council
Other Actions (Short Term)		
Ch1-A.1.2.f	Lake Auburn – designate “Responsible Management Entity” for septic system maintenance	City Manager & Council
Ch1-A.1.2.g & Ch1-A.1.4.f	Lake Auburn – establish an owner/resident educational program	LAWPC
Ch1-A.2.1.a & Ch1-A.2.2.f	Taylor Pond – establish a property owner information program	Planning and Permitting Department & Taylor Pond Association
Ch1-A.2.1.b	Taylor Pond – control invasive species	To Be Determined
Ch1-C.1.2.c & Ch1-C.2.1.b	Emergency services & public works – use alternative fuels in emergency service	Police & Fire Chiefs

Policy Reference	Activity	Primary Responsibility
Ch1-D.1.1.b	Historic – develop City Historic Resources List	Planning and Permitting Department
Ch1-D.1.3.a	Archeological – develop City Archeological Resource List	Planning and Permitting Department
Ch1-E.1.1.b	Recreation – assess viability of developing a consolidated sports field complex	Recreation Director
Ch1-G.1.2.a	Transportation – develop program to work with large employers to explore transportation demand management	Planning and Permitting Department
Ch1-G.2.1.d & Ch1-G.2.2.d & Ch1-G.2.3.b	Transportation – establish streetscape and site design criteria for the major road corridors	Planning and Permitting Department & Planning Board
Ch1-G.2.3.a	Transportation – assess improvements to the Washington-Southbound/Rodman intersection	Community Services Department & AVCOG
Ch1-G.2.4.a	Transportation – develop standards for appropriate development along Riverside Drive	Planning and Permitting Department
Ch1-G.2.5.a & Ch3-C.1	Transportation – pursue the construction of a new Turnpike interchange	City Manager & Council
Ch1-G.2.5.b	Transportation – study the viability and feasibility of New Auburn connector	Community Services Department
Ch1-G.2.7.b	Transportation – study impacts of increased traffic from western communities	Community Services Department
Ch1-G.2.9.d	Transportation – study feasibility of Downtown New Auburn one-way loop	Community Services Department
Ch1-G.3.1.b	Transportation – support study of realigning the Exit 75 interchange	Community Services Department
Ch1-G.3.2.a & Ch3-C.2	Transportation – study the establishment of passenger air and rail service at the Intermodal facility	Planning and Permitting Department & Economic Development Department
Ch1-G.3.2.a & Ch3-C.2	Transportation – assess the potential for <u>the establishment expansion</u> of passenger rail service <u>into downtown</u> .	Planning and Permitting Department & Economic Development Department
Ch1-H.1.1.a & Ch1-H.1.1.b	Community development – support development of neighborhood plans and their adoption as part of the Comprehensive Plan	Planning and Permitting Department

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November 14, 2013

Downeaster expansion spurring ridership

The new Portland-Brunswick train service carried nearly 50% more riders than expected in its first year.

By Eric Russell erussell@pressherald.com
 Staff Writer

Amtrak's Downeaster carried nearly 50 percent more passengers between Portland and Brunswick than rail officials expected in the first year of the service.

From the start of the service on Nov. 1, 2012, through Oct. 31, 2013, about 52,000 people rode the train between Brunswick and Portland, according to unofficial numbers, said Patricia Quinn, director of the Northern New England Passenger Rail Authority.

That's well above officials' projection of 36,000 but consistent with the Downeaster's steady growth in ridership since it started running between Portland and Boston 12 years ago.

The numbers for the new line show that north of Portland, two-thirds of the passengers boarded in Brunswick and the rest got on the train in Freeport.

Overall, ridership on the Downeaster has increased 123 percent since 2005. The fiscal year that ended June 30 showed an increase of about 5 percent over the previous year, with a total of about 550,000 riders – almost 1,500 daily.

About 20 percent commute from Portland to Boston. The rest are leisure travelers, business travelers and students.

Quinn said most of the riders are Mainers going to Boston, not Massachusetts residents visiting Maine.

David and Tina Walter of Portland and their sons, Chase and Cole, traveled from Maine to Boston on Wednesday. The Walters, who had never ridden the Downeaster, left Portland round 2:30 p.m. and were scheduled to arrive in Boston about 5 p.m. – 2½ hours before the Boston Celtics game for which they had tickets.



Conductor Brian Labreck greets passengers heading to Boston and stops in between as they board the Downeaster in Portland on Wednesday morning. Two of the five daily Portland-Boston trips extend to Brunswick.

Gordon Chibroski/Staff Photographer



Bryant Witham of Brunswick disembarks Wednesday from the Downeaster in Portland. Witham, a plumber, says he often takes the train to work in Portland because it's fast, punctual and saves money.

Gordon Chibroski/Staff Photographer

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"We don't travel (to Boston) often," Tina Walter said. "But (the train) goes right into North Station, which is below the TD Garden. It just made sense."

The Brunswick-Portland line, at least anecdotally, appears to be drawing more tourists than commuters, Quinn said.

One exception is Bryant Witham, who moved to Brunswick because he could ride the Downeaster to work in Portland. The self-employed plumber was among the first to ride the train when service was extended to Brunswick a year ago, and he's still riding it nearly every day.

"It's perfect for me," he said Wednesday. "It saves on wear and tear on my vehicle and it saves money."

The only downside, Witham said, is the schedule. The morning train leaves Brunswick at 7:05, which is perfect for him, but the return train doesn't leave Portland until 7:35 p.m. That doesn't fit into most 9-to-5 work schedules, so Witham sees few other regular riders.

Although commuters like Witham aren't typical on the Brunswick-Portland line, "we're drawing from a new customer base along the midcoast," said Quinn, whose agency operates the Downeaster.

Quinn said it's too early to tell whether the numbers will be sustained.

For years, there was interest in extending Downeaster service north to Brunswick. But there was never money available to improve the tracks until 2010, when Maine and several other states received federal stimulus dollars for rail improvements. That \$38 million went directly into making the track between Portland and Brunswick suitable for passenger trains.

Freeport has seen more people in its restaurants and stores since the Downeaster began making stops in town, said Sande Updegraph, director of the Freeport Chamber of Commerce.

"The train north reaches Freeport at 12:30, so the first question people have is 'Where can I eat?'" she said.

Updegraph said some businesses, such as Petrillo's Restaurant near Freeport's train station, made improvements in anticipation of the line's extension and have had more business.

The Downeaster makes five round trips daily between Boston and Portland, with two of those runs extending to Brunswick. Those two trains start and end in Brunswick each day, stopping in Freeport. Quinn said the long-term goal is to increase the frequency of runs to Brunswick.

(Continued on page 2)

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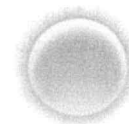
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November 14, 2013

Downeaster expansion spurring ridership

The new Portland-Brunswick train service carried nearly 50% more riders than expected in its first year.

By Eric Russell erussell@pressherald.com
Staff Writer

(Continued from page 1)

A \$12 million layover facility planned for Brunswick would allow Amtrak to add a daily round trip. But many Brunswick residents are fighting the layover facility because its proposed location has raised concerns about noise and air pollution.

George Betke of Damariscotta, who has worked in the rail industry for years and followed the Downeaster closely, said he doesn't know whether such heavy Brunswick-Portland ridership can be sustained in the long term.

"There is usually a novelty effect at the beginning, and you don't know what kind of promotions might have enticed riders," he said. "I think there is some evidence to indicate it's welcome, but you have to raise the question of whether it's cost-effective" for Amtrak.

Passenger rail service has always been subsidized and the Downeaster is no exception. The current annual budget for the line is \$16.7 million, Quinn said, an increase of about \$1.7 million over the previous year to accommodate the extension to Brunswick.

About 55 percent, \$9.2 million, of the Downeaster's revenue comes from ticket sales and concessions. The rest is subsidized – 80 percent from the federal government and 20 percent from the Maine Department of Transportation's multi-modal tax.

Betke said the success of the Brunswick-to-Portland line will go a long way toward making the case for expansion elsewhere.



Conductor Brian Labreck greets passengers heading to Boston and stops in between as they board the Downeaster in Portland on Wednesday morning. Two of the five daily Portland-Boston trips extend to Brunswick.

Gordon Chibroski/Staff Photographer



Bryant Witham of Brunswick disembarks Wednesday from the Downeaster in Portland. Witham, a plumber, says he often takes the train to work in Portland because it's fast, punctual and saves money.

Gordon Chibroski/Staff Photographer

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There has been interest in extending service from Brunswick to Augusta, and perhaps from Portland to Lewiston-Auburn.

But Quinn said it would be unrealistic to expect big changes to the Downeaster in the foreseeable future. It took 12 years of planning before the Downeaster itself got rolling, and another 11 years to extend the line to Freeport and Brunswick.

"We're trying to take a step approach to meet the needs of the traveling public," Quinn said. "But there are logistical challenges. There are capital costs and operating costs to consider. So you really need a critical mass to support (expansion)."

Eric Russell can be contacted at 791-6344 or at:

erussell@pressherald.com

Twitter: @PPHEricRussell

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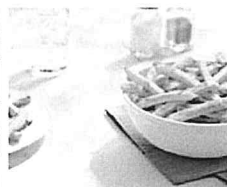
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Conductors Brad Ritter, left, and Brian Labreck assist passengers as they board the Downeaster in Portland for a trip south to Boston.
Gordon Chibroski/Staff Photographer

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City Council Workshop Information Sheet

City of Auburn

Council Workshop Date: January 21, 2014

Item B

Author: Reine Mynahan, Community Development 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: Sale of 61 Webster Street, 325 Turner Street, and Sale of a Portion of 143 Hampshire Street

Information: Through the Community Development Block Grant Program 5 buildings were demolished in 2013. There has been interest from owners of abutting properties to purchase a portion of 143 Hampshire Street, and the entire lots at 61 Webster Street and 325 Turner Street.

Marc D'Agostino of 65 Webster Street is interested in purchasing the entire 61 Webster Street lot, 40' x 100'. This is a buildable lot for a single family dwelling; however, Mr. D'Agostino has indicated he wishes to own the land as open space to be used by the building occupants.

Nuria Koss owns a rental property adjacent to 325 Turner Street and is also interested in purchasing the entire lot, 50' x 100'. This is also a buildable lot for a single family dwelling, but Ms. Koss intends to own the land as open space to be used by tenants of her building.

The offer from Donald Tardiff of 86 Webster Street is for a lot that is approximately 50' x 90' x 70' x 65', a portion of 143 Hampshire Street. Mr. Tardiff intends to utilize the extra land for gardening and open space.

Financial: The offers are \$7,500 for 61 Webster Street, \$5,000 for 325 Turner Street, and \$2,000 for 143 Hampshire Street..

Action Requested at this Meeting: Consideration for sale

Previous Meetings and History: none

Attachments:

Offers by Marc D'Agostino, Nuria Koss, and Donald Tardif

Maps of land area to be sold, 143 Hampshire Street highlighted in green.

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

Marc D'Agostino



65 Webster Street • Auburn, Maine 04210 • Phone: 207-333-1645
E-Mail: madagostino75@gmail.com

December 30, 2013

Reine Mynahan
Director of Community Development
City of Auburn
60 Court Street
Auburn, Maine
04210

Dear Ms. Mynahan,

I am writing you this letter to follow up a phone conversation that we had about a month or so ago concerning the lot at 61 Webster Street. As we had discussed, I live at 65 Webster Street and this parcel is right next to me. I had expressed my interest in purchasing this property if it was available and you suggested that I write to you in order to make an offer to purchase this parcel.

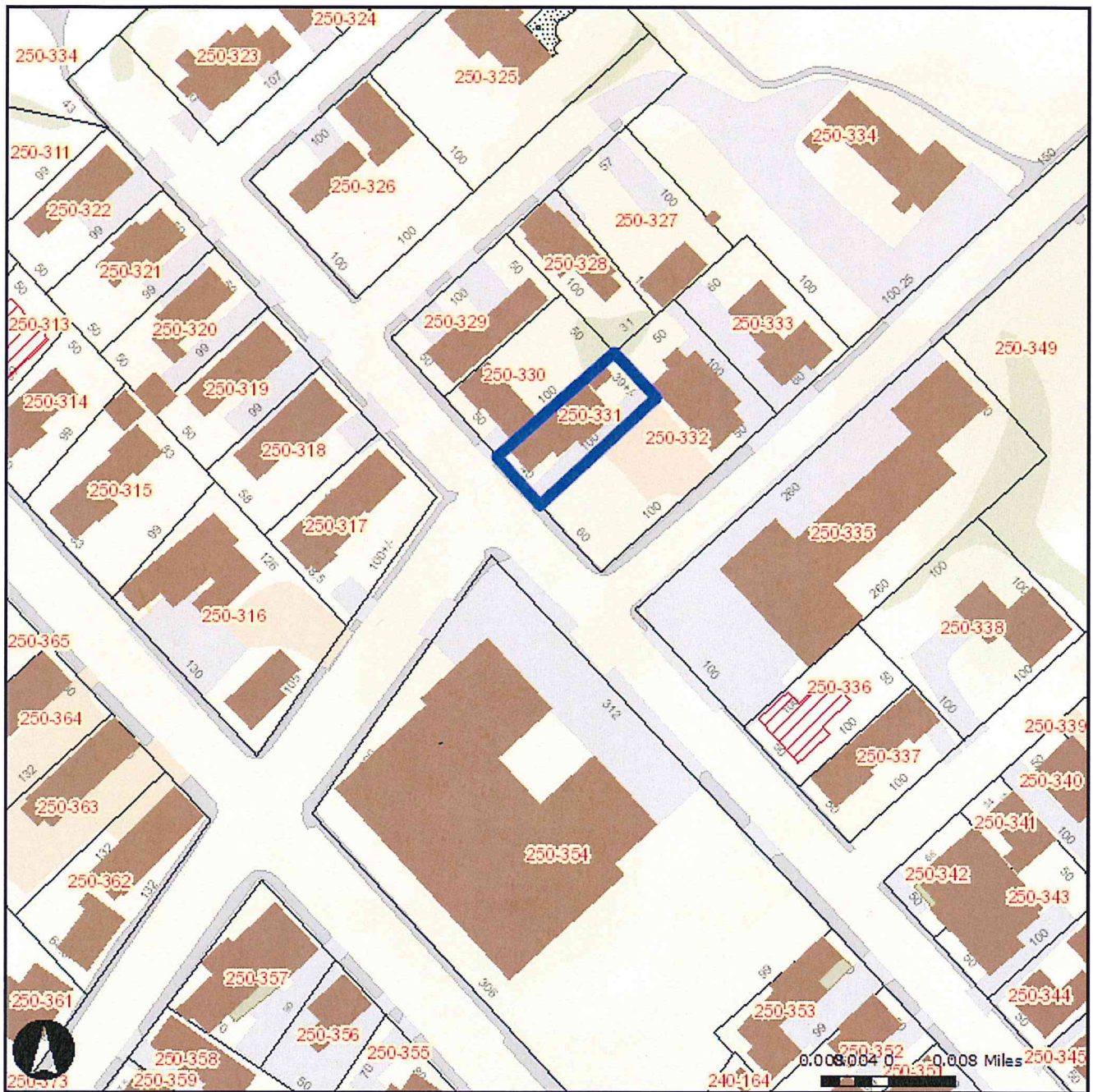
If the parcel is indeed available for sale, I would be interested in purchasing it for \$7500 in cash. Although the assessed value based on my research is at approximately \$14000, I feel this sale to me would be beneficial to the City of Auburn, because it would put the property back on the tax rolls, maintenance would become my responsibility, and for Community Development purposes, the parcel would be owned by a resident in the Webster School neighborhood; thus being inline with general Community Development goals.

I look forward to discussing this matter with you further at your convenience once you have had a chance to review it. Please feel free to contact me at 207-333-1645.

Sincerely,

Marc D'Agostino

Map 61 Webster Street



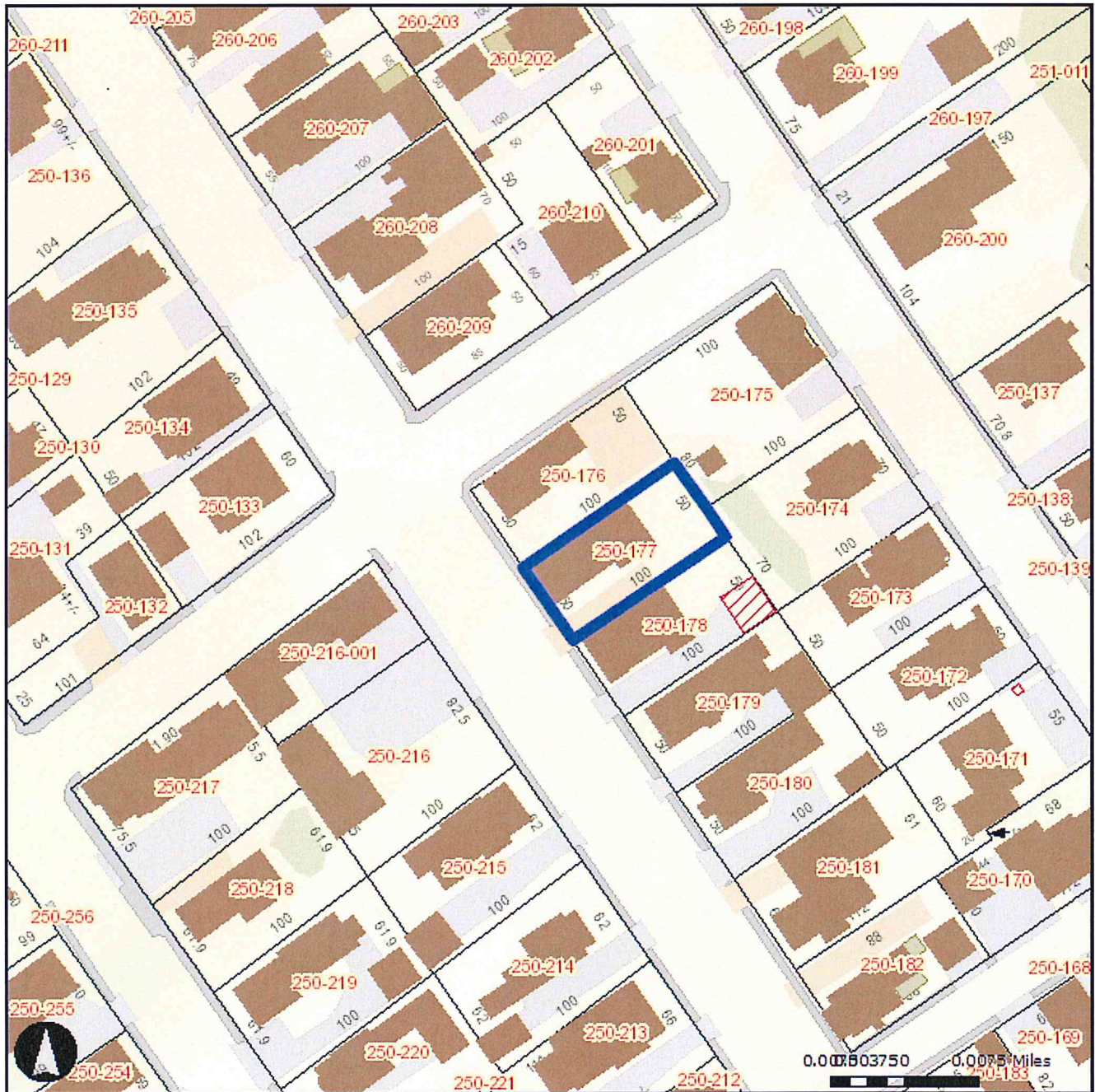
January 14, 2014.

Reine Mynahan.
Community Development Director.

My name is Nunia Koss, I am the owner of 329 Turner St.
and I am interested in buying the land at 325 Turner St.
my offer is for \$5000.00 five thousand dollars.

Nunia C. Koss.
344-4280.

Map: 325 Turner Street



November 10, 2013

City of Auburn

Community Development

Attn: Reine Myriah

Dear Ms.

I own a house and lot 50' x 99' at 86 Webster St. Abutting the lot I am interested in and I am submitting an offer of two thousand dollars (\$2000.00) for abutting lot owned by City of Auburn. Abutting lot is roughly 50' x 99' x 70' x 65 as described in rough in a drawing. I would like to acquire lot as a buffer between city own public park area and my property. I would like to landscape and improve the lot with garden area and yard for my property as I have a very small backyard on my lot.

Thank you for considering my offer.

Sincerely,



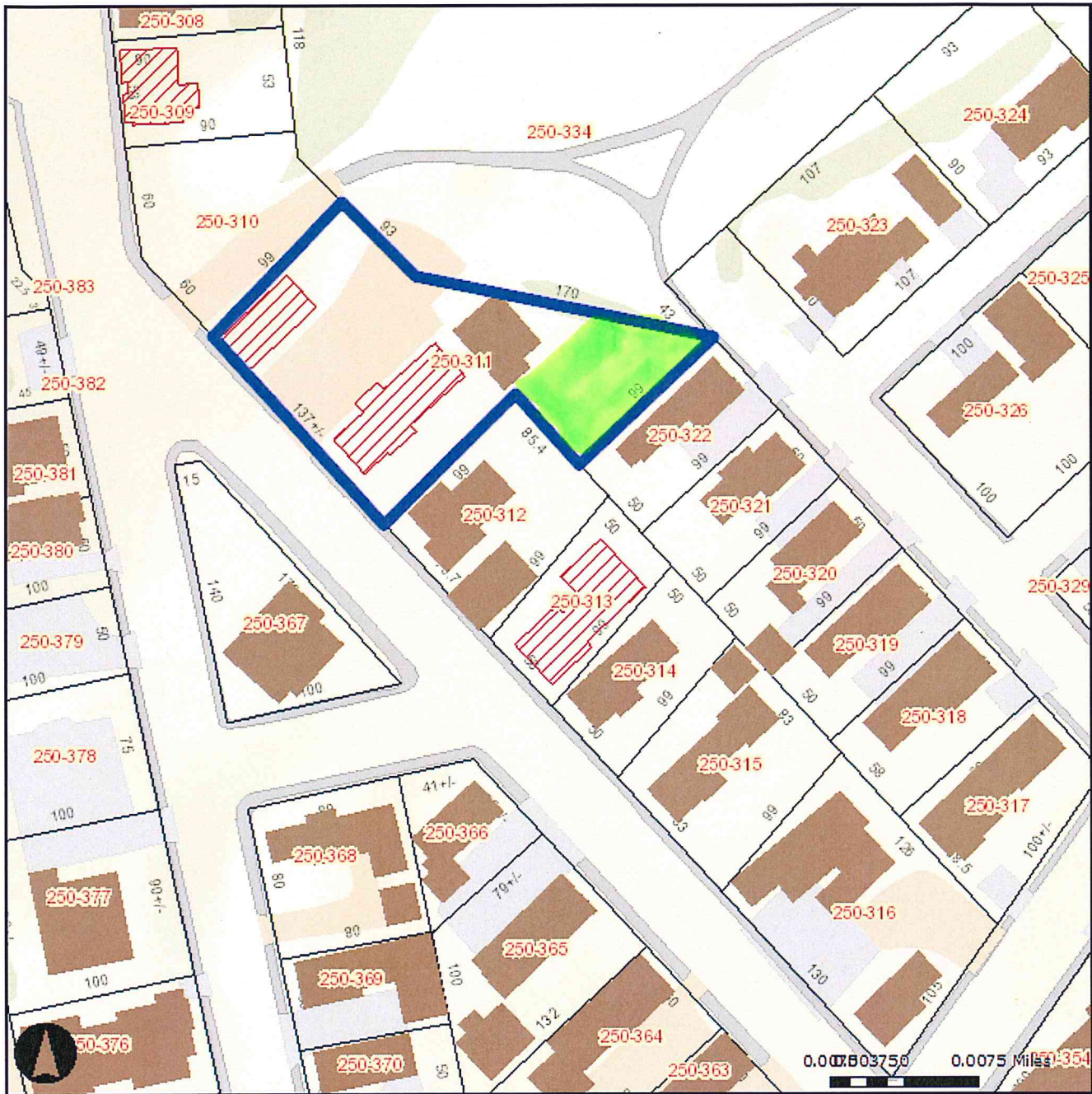
Donald Tardif

86 Webster St

Auburn, Me 04210

phone 784-3939

Map: 143 Hampshire Street





City Council Workshop Information Sheet

City of Auburn

Council Workshop Date: January 21, 2014

Item C

Author: Denis D'Auteuil, Public Services 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: Solid Waste and Recycling Committee Recommendation

Information: In November the Solid Waste and Recycling Committee began reviewing various options for an improved Solid Waste and Recycling program. Staff and Committee members will update the City Council on the process that the committee undertook to review multiple options and provide the Committees recommendation.

Financial:

Action Requested at this Meeting: none

Previous Meetings and History:

Attachments: Solid Waste and Recycling Committees Recommendation, and supporting data that was used to analyse the options.

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

Business as usual

1. City retains the curbside recycling program.
2. Investment in new truck(s) to continue the program. Capitol cost increase.
3. Additional labor cost for regular program. I think we discussed but did not decide whether or to go to a more regular schedule. We could probably have both numbers ready.
4. No tipping fee for recycled waste

**Bi-Monthly Recycle and Weekly Waste
Waste & Recycling Collection Costs**

Recycle		Waste		Collection Costs
\$	116,841.00	\$	430,291.00	\$ 547,132.00
\$	119,762.03	\$	441,048.28	\$ 560,810.30
\$	122,756.08	\$	452,074.48	\$ 574,830.558
\$	125,824.98	\$	463,376.34	\$ 589,201.321
\$	128,970.60	\$	474,960.75	\$ 603,931.354
\$	132,194.87	\$	486,834.77	\$ 619,029.638
\$	135,499.74	\$	499,005.64	\$ 634,505.379
\$	138,887.23	\$	511,480.78	\$ 650,368.014
\$	142,359.41	\$	524,267.80	\$ 666,627.214
\$	145,918.40	\$	537,374.50	\$ 683,292.894

**Weekly Recycle and Weekly Waste
Waste & Recycling Collection Costs**

Recycle		Waste		Collection Costs
\$	226,681.00	\$	430,291.00	\$ 656,972.00
\$	232,348.03	\$	441,048.28	\$ 673,396.30
\$	238,156.73	\$	452,074.48	\$ 690,231.208
\$	244,110.64	\$	463,376.34	\$ 707,486.988
\$	250,213.41	\$	474,960.75	\$ 725,174.162
\$	256,468.75	\$	486,834.77	\$ 743,303.516
\$	262,880.46	\$	499,005.64	\$ 761,886.104
\$	269,452.48	\$	511,480.78	\$ 780,933.257
\$	276,188.79	\$	524,267.80	\$ 800,456.588
\$	283,093.51	\$	537,374.50	\$ 820,468.003

Solid Waste and Recyclable Options

Bi-Monthly

Weekly

Total Cost

Total Cost

\$746,627.01

2012/2013

Recycleable Collection (Bi-monthly

Weekly

Labor (Wages & Benefits)	\$ 54,928.56	\$ 109,857.12
Equipment	\$ 40,000.00	\$ 80,000.00
Vehicle Maintenance	\$ 7,000.00	\$ 7,000.00
Vehicle Insurance	\$ 1,200.00	\$ 2,400.00
Fuel	\$ 13,712.00	\$ 27,424.00
	\$ 116,840.56	\$ 226,681.12

Tons

Rate/ton

Bi Monthly

Recyclable Disposal Costs/Revenue

Avoidance

Curbside	584.5	\$29.00	\$16,950.50
Res Drop Off		\$29.00	\$0.00
School	18	\$29.00	\$522.00
Municipal		\$29.00	\$0.00
			\$17,472.50

Solid Waste Collection Costs

Fee

Curbside	6859.28	\$61.20	\$419,796.00
Res Drop Off	759.84	\$0.00	\$0.00
School	219.71	\$0.00	\$0.00
Municipal	4.72	\$0.00	\$0.00
			\$419,796.00

Solid Waste Disposal Costs

Cost

Curbside	6859.28	\$29.00	\$198,919.12
Res Drop Off	759.84	\$29.00	\$22,035.36
School	219.71	\$29.00	\$6,371.59
Municipal	4.72	\$29.00	\$136.88
			\$227,462.95

r to stay with the same schedule

[illegible][illegible]



Recycling Avoidance (Savings)			
Est. Recycle tons	Tipping Fee's	Avoidance	
675.68	\$35.00	\$23,648.80	
675.68	\$40.00	\$27,027.20	
675.68	\$55.00	\$37,162.40	
675.68	\$55.00	\$37,162.40	
675.68	\$55.00	\$37,162.40	
675.68	\$55.00	\$37,162.40	
675.68	\$55.00	\$37,162.40	
675.68	\$55.00	\$37,162.40	
675.68	\$55.00	\$37,162.40	
675.68	\$55.00	\$37,162.40	

Total Waste and Recycle collections and disposal costs
\$795,444.40
\$844,595.90
\$965,035.76
\$979,406.52
\$994,136.55
\$1,009,234.84
\$1,024,710.58
\$1,040,573.21
\$1,056,832.41
\$1,073,498.09

Recycling Avoidance (Savings)			
Est. Recycle tons	Tipping Fee's	Avoidance	
1351.36	\$35.00	\$47,297.60	
1351.36	\$40.00	\$54,054.40	
1351.36	\$55.00	\$74,324.80	
1351.36	\$55.00	\$74,324.80	
1351.36	\$55.00	\$74,324.80	
1351.36	\$55.00	\$74,324.80	
1351.36	\$55.00	\$74,324.80	
1351.36	\$55.00	\$74,324.80	
1351.36	\$55.00	\$74,324.80	
1351.36	\$55.00	\$74,324.80	
1351.36	\$55.00	\$74,324.80	

Total Waste and Recycle collections and disposal costs
\$857,986.80
\$903,127.50
\$1,006,111.61
\$1,023,367.39
\$1,041,054.56
\$1,059,183.92
\$1,077,766.50
\$1,096,813.66
\$1,116,336.99
\$1,136,348.40

To: Auburn City Councilors

From: Mayor's Committee on Solid Waste Management

Subject: Solid Waste and Recycling Recommendation for Upcoming Fiscal Year(s)

Date: January 15, 2014

The members of the Mayor's Committee on Solid Waste Management are pleased to present a recommendation to the City Council for the upcoming fiscal year(s) based on our analysis of the solid waste and recycling (SW&R) management options for Auburn. We have been meeting weekly or semi-weekly since October to assess the current and future management of SW&R for our city with a particular eye towards the most economically feasible and citizen based solution to our SW&R collection. Our research has consisted of extensive information gathering from MMWAC, Auburn Public Works, other Maine cities' public works, and SW&R articles. We have also received and reviewed 2 full SW&R private contractor proposals (Pine Tree Waste and Waste Zero) and 1 letter of interest (Almighty Waste). This report will provide you first with the recommendation, followed by the process by which we came to this decision.

Recommendation

The committee's recommendation to the City Council is to negotiate a combined SW&R contract with Pine Tree Waste that will be for an automated, weekly pick-up system of curbside solid waste and single stream recycling. (An automated system uses specialized trucks to mechanically pick-up a particular type of bin.) The collection contract should include the current residences and ten Auburn school facilities. Adding the schools to the current city SW&R collection system will eliminate current costs to the schools, and will only minimally increase costs to the Pine Tree Waste proposal since the school facilities are located on current collection routes and their tonnage is small in comparison to the residences as a whole. Each residential unit will be supplied one recycling bin and one solid waste bin, each large enough to meet an average household's weekly SW&R needs. The SW&R management system we are recommending to you has several advantages: (1) Other towns using this automated, curbside SW&R system have increased their recycling rate to 25-35% within a matter of months to a couple of years. [Putting it into perspective, Auburn's current recycling rate is only 8.5%] (2) With the increase in recycling, the SW tonnage decreases leading to a reduction in disposal costs for the city. (3) The automated system eliminates the need for a person to handle the recycling and solid waste bins reducing the chances for work-related injuries. (4) Contracting with a private contractor for SW&R collection is less expensive than continuing with the current city recycling collection program coupled with a private SW contractor.

The key ingredients to any successful SW&R management system are an easy, efficient system for the citizens and effective, continuous public education. The committee believes the recommended SW&R system is user friendly by utilizing single stream recycling and providing each residential unit with

uniform recycling and trash bins. Single stream recycling allows more types of materials to be collected and all of them to be thrown into one recycling bin. There is no longer a need to sort the recycled materials. In addition, supplying each residence with one solid waste bin eliminates the problems presently associated with leaking and torn garbage bags on the sidewalks/streets. If an additional recycling or solid waste bin is requested, we recommend that: (1) the city supply the extra recycling bin at cost with no additional fee charged for utilizing it, and (2) the city supply the additional solid waste bin at cost and charge a set monthly fee to cover the extra solid waste disposal costs. This monthly fee could be collected at the same time as the property tax. This fee would incentivize recycling materials in lieu of throwing them away resulting in lower SW disposal costs. As is presently the case, all citizens will continue to have the option of taking any trash to MMWAC for free. The second ingredient for a successful SW&R management system is public education. The committee recognizes that a very robust educational campaign is necessary to increase citizen understanding and participation in recycling, as well as any new SW&R system. The committee members are prepared to work with the City and the SW&R contractor on developing educational materials and presentations for public distribution. The long term success of any SW&R system will rely on City personnel maintaining an effective educational program throughout the years. Engaging our schools in the new SW&R system will also have the advantage of the children learning about the importance of proper trash and recycling separation and bringing that message home to their families.

Process and Analysis

In determining the best SW&R management practice for Auburn, we developed 4 different scenarios for an economic analysis. All of the scenarios assume single stream, curbside collection of recyclables and a 2.5% annual increase in cost. (The 2.5% increase was the percentage proposed by Pine Tree Waste and is used for illustrative purposes.)

Scenario 1: BAU bi-weekly [Business As Usual with bi-weekly recycling collection]

For this SW&R option, the city retains the curbside bi-weekly recycling collection while a private contractor collects the solid waste. The Public Works Director Denis D'Auteuil, a member of our committee, indicated that for this option to be operationally feasible there would have to be investment in at least one new recycling truck and potentially additional labor costs. The recycling rate is assumed to remain at the current level of 8.5%.

Scenario 2: BAU weekly [Business As Usual with weekly recycling collection]

This SW&R option is identical to the BAU bi-weekly scenario except for increasing the frequency of recycling collection to weekly. This increase in frequency would necessitate the purchase of an additional recycling truck and hiring more personnel over and beyond that required for a bi-weekly collection. The recycling rate is assumed to double to 16%.

Scenario 3 Stop Gap [2-year recycling contract then combined automated SW&R collection]

This Stop Gap scenario was developed to address the need for a separate recycling contract over the next 2 years while the current solid waste contract with Pine Tree Waste is operational. Costing for this SW&R option assumes a private contract for weekly recycling collection of \$225,000/year, comparable to Lewiston, and an increase in the recycling rate to 16%. The 2-year private recycling contract would be for weekly curbside collection with bins and handling comparable to our current program. After the second year, a combined SW&R automated collection contract would be negotiated (competitively bid) for the remaining 8 years. We assumed a 10% reduction in costs below the currently proposed 10-year plan from Pine Tree Waste for these 8 years. This assumption is based upon the ability to openly bid the waste collection combined with the recycling collection once the current waste collection contract has expired. In this scenario, the recycling rate after year 2 would increase to 25% with the combined automated SW&R collection and then increase 5% each subsequent year until a recycling rate of 35% is attained.

Scenario 4: SW&R auto [10 year combined SW&R collection]

This SW&R auto option reflects the current proposal from Pine Tree Waste for a 10-year combined SW&R automated collection program. Pine Tree's costs include purchasing 3 new automated, dual compartment, trash and recycling trucks, providing 2 uniquely tagged bins to each residence, automated weekly collection, and tonnage data by residence. The recycling rate over 10 years is identical to Scenario 3.

Additional SW&R collection options were discussed, in particular Pay As You Throw (PAYT) and Drop Off Recycling in Dumpsters. Pay As You Throw is a term used to describe a system that charges for the bags used to dispose of waste. Towns that utilize PAYT systems report some of the highest recycling rates. One contractor, Waste Zero, provided a proposal for the PAYT scenario. After careful discussion of the PAYT proposal, it was eliminated from further consideration because of perceived citizen objection to paying a fee for their SW collection. The Drop Off Recycling in Dumpsters scenario was also removed from consideration. This approach relies on placing special dumpsters in public locations and allows citizens to transport their own recycling materials to the dumpster. The municipal cost is only periodic collection of material at the dumpster. This option was eliminated after we determined that towns who had tried this alternative had experienced multiple problems including dumping, vandalism, and unsanitary conditions. In addition, the recycling rate for this option was very low.

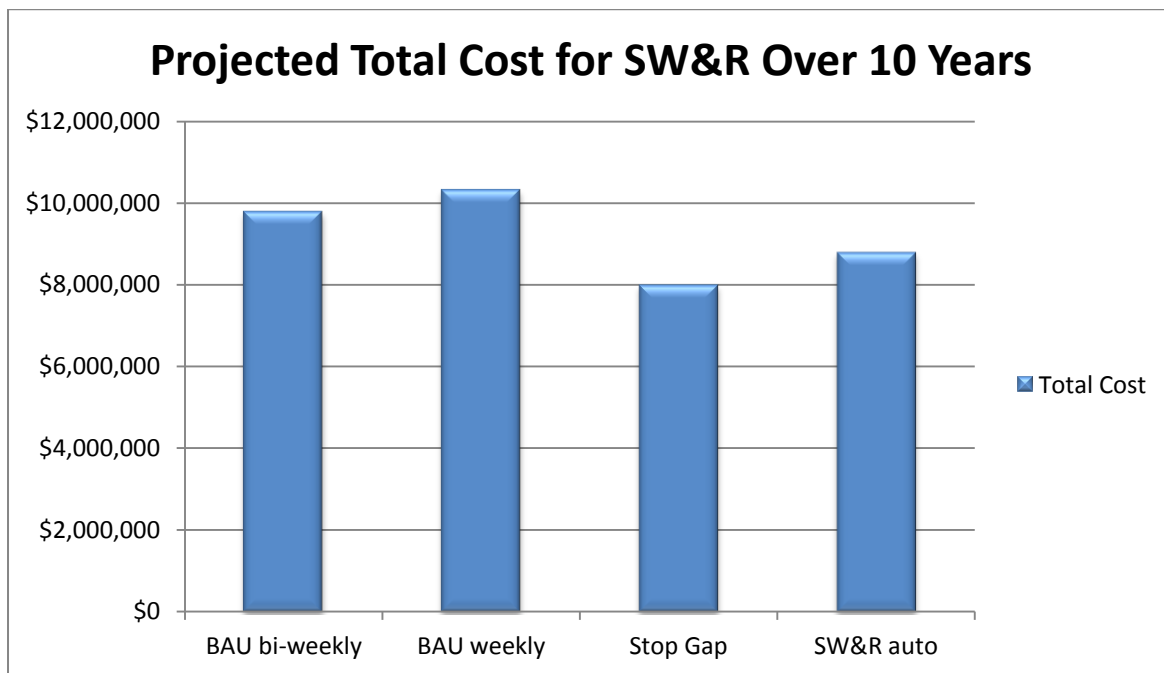
Improving Auburn's 8.5% recycling rate will serve to reduce the budgetary impact that will result from the increased MMWAC tipping fees for SW in the coming years. Although MMWAC was not able to provide us a specific tipping fee/ton for the next fiscal year, the MMWAC Director and Councilor LeRoy Walker indicated that an increase from \$29/ton will occur, and our committee believes the tipping fee will likely reach the market rate within 3 years to \$55/ton. Therefore to lessen this SW disposal cost increase, Auburn should strive to reduce its SW tonnage through recycling and consumer education. The cost saving achieved through recycling is actually cost avoidance. As citizens recycle more materials, with a disposal recycling fee of \$0 per ton, there is a corresponding reduction in SW tonnage and avoidance of its associated disposal costs. As is common in other Maine cities, a recycling rate of 25%

to 45% is attainable within a short period of time with an improved recycling management system and continuous public education.

We developed an Excel workbook with spreadsheets analyzing current and future costs over 10 years for each of the 4 scenarios. A ten year time frame was chosen for this analysis because: (1) we felt that taking a long range view of our SW&R management costs was prudent because of the increase in SW tipping fees at MMWAC and (2) Pine Tree Waste's proposal was for 10 years. The assumptions we made in our cost analysis were based on:

- Experience from other cities in terms of recycling rates for various collection options
- The Pine Tree Waste proposal for annual cost increases (2.5%)
- Information received from MMWAC regarding disposal tipping fees
- Auburn Public Works

The results of the economic analysis of the 4 SW&R scenarios are presented in the following graph and table.



BAU bi-weekly	\$9,783,468
BAU weekly	\$10,318,097
Stop Gap	\$7,991,144
SW&R auto	\$8,787,921

As is evident, continuing with the current Business As Usual SW&R management system is the most expensive option and has been very difficult for the Public Works Department to maintain. The current recycling system has lost favor with the citizens of Auburn as is demonstrated by the very low recycling rate and high SW tonnage per person. This combination of factors leads to increasing SW&R expenses for taxpayers.

The benefit of moving to an automated, combined SW&R collection system can be seen in the 2 lowest cost scenarios. The reduction in expenses is directly tied to increased cost avoidance through higher recycling rates and reduced SW tonnage, as is evident in the following table.

Scenario	Collection	Disposal	Avoidance
BAU bi-weekly	\$6,129,729	\$4,001,715	-\$347,975
BAU weekly	\$7,360,308	\$3,653,740	-\$695,950
Stop Gap	\$6,306,167	\$3,017,334	-\$1,332,357
SW&R auto	\$7,102,944	\$3,017,334	-\$1,332,357

The committee has recommended the SW&R auto scenario over the Stop Gap scenario for several reasons. The cost difference between the Stop Gap and the SW&R auto scenario, \$ 796,777, is based on an assumption that a 10% reduction in costs from the current proposal from Pine Tree Waste can be attained for years 3-10 in the Stop Gap scenario. Whether this assumption is valid will not be tested for another 2 years. Rather than select the Stop Gap scenario based on this assumption, the committee recommends that the City negotiate with Pine Tree Waste to reduce its current proposal (SW&R auto) to meet or exceed the Stop Gap scenario. If successful this path would lead to reduced recycling collection costs over the next 2 years compared to the Stop Gap scenario and expedite the city's move to a combined automatic SW&R system with all its advantages. Additionally by converting the city's collections over to a two bin system, Auburn will be better positioned towards the future direction of the solid waste collection industry. Indications lead the committee to believe that this industry is gearing itself towards a wet waste, dry waste collection process and the two bin automated system better prepares Auburn for the transition.

Under the automated SW&R collection system proposal, the committee expects that the council might hear concerns that a single trash container is not adequate for certain homeowners. These concerns can be addressed in a few ways:

1. Citizens could be directed to MMWAC where they may drop any excess waste into a dumpster at no charge.
2. The City could provide a second waste bin for such residents at no charge.
3. The City could provide a second waste bin for such residents at cost.
4. The City could provide a second waste bin for such residents at cost, and also add a monthly cost to reflect the increased disposal costs associated with the extra solid waste.

5. The City could encourage greater recycling by offering to provide a second recycling bin for free to encourage these residents to reduce their waste through greater recycling.

After careful discussion of these options, the committee members agreed to recommend option 4 with the understanding that citizens will still be able to take any excess waste to MMWAC for no additional charge. We recommended this option because it reduces costs to the city and places the onus on the residents for controlling their amount of solid waste for curbside pickup.

Clearly any of these scenarios increases the annual cost for the city's SW&R budget. There is no way to retain the current SW&R system at the present cost in the coming year(s) because of the absence of any working recycling trucks and the increase in tipping fees at MMWAC. A cost increase for SW&R is therefore inevitable for Auburn unless the city decides to eliminate all recycling (with its cost avoidance savings) and charge for solid waste disposal fees (based on increased MMWAC tipping fees). If this were the decision by the City Council, then this committee would recommend reconsidering the Pay As You Throw (PAYT) proposal from Waste Zero. The PAYT approach would charge each consumer a cost that is in line with the amount of waste they produce. PAYT has resulted in the reduction of disposal fees of up to 50%. However, PAYT is commonly coupled with a recycling collection system as a way for the citizens to reduce their SW costs. Regardless of the SW&R management system selected, other than PAYT, we recommend that the council consider allocating some of the money that will become available when the MMWAC bond payments end in the fall of 2014 to this budget item.



City Council Workshop Information Sheet

City of Auburn

Council Workshop Date: January 21, 2014

Item D

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: Proposal to repeal an Ordinance (Chapter 2, Article VI, Division 2 Section 2-514)

Information: We are proposing to repeal the section of Chapter 2, Article VI, Division 2 (under Capital Improvement Program) as it conflicts with Section 8.10 (Action on Capital Program) in our City Charter. Please see attached.

The simple summary is that the Ordinance requires notice between 7 and 15 days of the public hearing. The charter requires not less than two weeks. In order to comply with both the notice of hearing must be 14 to 15 days. The easiest solution to make this workable is to repeal the ordinance.

Financial: N/A

Action Requested at this Meeting: Discussion

Previous Meetings and History: N/A

Attachments:

Capital Program - Charter Sec. 8.10
Capital Program Ordinance Sec 2-514

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

Sec. 8.9. Capital program.

- A. *Submission.* The city manager and superintendent of schools shall jointly prepare and submit to a joint meeting of the city council and school committee a multi-year capital program no later than one month before the final date for submission of the budget.
- B. *Contents.* The capital program shall include:
 - 1. A clear general summary of its contents;
 - 2. Identification of the long-term goals of the community;
 - 3. A list of all capital improvements and other capital expenditures which are proposed to be undertaken during the fiscal years next ensuing, with appropriate supporting information as to the necessity for each;
 - 4. Cost estimates and recommended time schedules for each improvement or other capital expenditures;
 - 5. Method of financing upon which each capital expenditure is to be reliant;
 - 6. The estimated annual cost of operating and maintaining the facilities to be constructed or acquired;
 - 7. A commentary on how the plan addresses the sustainability of the community and the region of which it is a part; and
 - 8. Methods to measure outcomes and performance of the capital plan related to the long-term goals of the community.

The above shall be revised and extended each year with regard to capital improvements still pending or in process of construction or acquisition.

Sec. 8.10. Action on capital program.

- A. *Notice and hearing.* The city council and school committee shall publish the general summary of the capital program and a notice stating:
 - 1. The times and places where copies of the capital program are available for inspection by the public; and
 - 2. The time and place, not less than two weeks after such publication, for joint public hearing(s) on the capital program.
- B. *Adoption.* The city council by resolution shall adopt the capital program with or without amendment after the public hearing and on or before the last day of the last month of the current fiscal year.

Sec. 2-514. Public notice and hearing.

The council shall publish its capital improvements program on its website and make it available for inspection in the office of the city clerk. Notice of public hearing on the capital improvements program shall be given not less than seven nor more than 15 calendar days prior to the date of hearing.

IN COUNCIL REGULAR MEETING JANUARY 13, 2014 VOL. 34 PAGE 1

This meeting was scheduled for 1/6/2014 but due to inclement weather, was postponed until 1/13/2014.

Mayor LaBonte called the meeting to order at 7:05 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 01-01062014*

Confirming Police Chief, Phil Crowell's appointment of Greg S. Pealatere as Constable with a firearm for the Auburn Police Department.

2. Order 02-01062013*

Confirming Chief Crowell's appointment of Constables without firearms for the Auburn Police Department.

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

II. Minutes - December 16, 2013 Regular Council Meeting

Motion was made by Councilor LaFontaine and seconded by Councilor Walker to approve the minutes of December 16, 2013 as presented. Passage 7-0.

III. Reports

Mayor's Report – reported

City Manager's Report – reported

- Update on the Downtown Auburn Transportation Center
- Council Code of Conduct
- Memo on Mission Statements
- Council Library on Network

City Committee Reports – Councilor Hayes submitted a written report. Councilor LaFontaine reported on the Auburn School Committee and the Auburn Public Library. Councilor Crowley reported on the Auburn Water District and the Auburn Sewer District. Councilor Walker reported on Mid Maine Waste Action Corp.

Councilor Reports - Councilor Crowley reported.

IV. Communications, Presentations and Recognitions

IN COUNCIL REGULAR MEETING JANUARY 13, 2014 VOL. 34 PAGE 2

- Presentation – Alan Manoian on the Downtown Walking Tour

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

VI. Unfinished Business - None

VII. New Business

1. Order 03-01062014

Authorizing the City Manager, or his designee, to solicit bids and to authorize the expenditure of up to \$45,000 from the Municipal Fund Balance for the demolition and removal of the Dangerous Building at 9 Gamage Avenue.

This item will carry forward to a future meeting.

VIII. Open Session – Joe Gray, Sopers Mill Road

IX. Executive Session

- Discussion regarding County Dispatch, pursuant to 1 M.R.S.A. §405(6)(E).

Motion was made by Councilor LaFontaine and seconded by Councilor Walker to enter into executive session. Passage 6-0-1 (Councilor Lee abstained), 8:36 P.M.

Mayor LaBonté declared Council out of Executive Session at 8:55 P.M.

- Discussion regarding Monty Hydro Canal negotiations, pursuant to 1 M.R.S.A. §405(6)(C).

Motion was made by Councilor LaFontaine and seconded by Councilor Walker to enter into executive session. Passage 6-0-1 (Councilor Gerry was not in the room), 8:55 P.M.

Mayor LaBonté declared Council out of Executive Session at 9:29 P.M.

- Discussion regarding labor negotiations I.A.F.F. (International Association of Firefighters) Local 797 pursuant to 1 M.R.S.A. §405(6)(D).

Motion was made by Councilor LaFontaine and seconded by Councilor Walker to enter into executive session. Passage 5-1-1 (Councilor Crowley opposed, Councilor Lee abstained), 9:30 P.M.

Mayor LaBonté declared Council out of Executive Session at 9:53 P.M.

IN COUNCIL REGULAR MEETING JANUARY 13, 2014 VOL. 34 PAGE 3

X. Adjournment

Motion was made by Councilor Crowley and seconded by Councilor Young to adjourn. No one in opposition, 9:54 P.M.

A True Copy.

ATTEST

Susan Clements-Dallaire
Susan Clements-Dallaire, City Clerk

City of Auburn, Maine

"Maine's City of Opportunity"

Finance Department

To: Clinton Deschene, City Manager
From: Jill M. Eastman, Finance Director
Date: January 14, 2014

RE: Proposed Reduction in State Revenue Sharing

Clint,

I have reviewed the proposed reduction in State Revenue Sharing and here are my conclusions.

If the City of Auburn losses the proposed \$1,139,927 in Revenue Sharing and everything else remained the same this would be a \$0.57 (2.8%) increase in the property tax rate from \$20.43 to \$21.00. The only way to avoid the tax increase would be to either find other revenue sources to help make up the loss or to make cuts to expenditures. Below are examples of the type of cuts that would be necessary to maintain the tax rate at the FY14 level.

- Cut 23 of the 61 firefighters
- Cut the entire Parks and Recreation and Planning budgets
- Cut 27 of 48 sworn police officers
- Cut all equipment operators (no summer or winter road maintenance)
- Cut all Library funding and Legal
- Cut 5% of all operating department budgets

If you need more information, please let me know.

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



Jonathan LaBonte, Mayor

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

IN CITY COUNCIL

RESOLVE 03-05132013

Expressing the Opposition of the City Council of the City of Auburn to Proposals to Shift the Burden off Funding State Government to the Property Tax and Property Tax Payer.

WHEREAS, the State Administration has submitted a proposed budget for the coming biennium that will shift the funding state government to the property tax by eliminating or significantly modifying longstanding revenue sharing and property tax relief programs; and

WHEREAS, the proposal to suspend municipal revenue sharing would result in a \$2.4 million revenue loss to the City of Auburn and, representing 6.4% of the City's general fund operating budget and \$1.19 on the property tax rate; and

WHEREAS, the proposal to redirect the excise tax on tractor trailers, despite the presence of Maine's largest dry goods port within our City limits, is estimated to reduce City revenue available for road construction by an additional \$300,000 or \$0.14 cents on the tax rate; and

WHEREAS, eliminating the homestead exemption in FY 15 for those under 65 will increase taxes for no longer qualifying residents by \$196 on the net median home value in that year if the City's tax rate remains unchanged, representing a tax increase of over 6.67% for most of those losing the exemption; and

WHEREAS, low and moderate income residents under the age of 65 who now qualify for the state property tax circuit breaker program will no longer qualify for it in the coming budget year; and

WHEREAS, starting in the second year of the biennium, the business equipment tax reimbursement program (BETR), under which businesses are fully reimbursed for property taxes paid on certain business equipment, will be eliminated with most qualifying property transferred to the business equipment tax exemption program (BETE). Under this program, the City will be reimbursed by the State for 60% of the taxes due; and

WHEREAS, the elimination of the business equipment tax reimbursement (BETR) and the modification to the business equipment tax exemption (BETE) will have a significant impact on the City's commercial taxpayers, many of whom make-up the economic engine for the State of Maine, providing jobs and good paying salaries and benefits. The elimination of the BETR program will adversely impact the retail sector, a sector who will not qualify under the BETE program. Additionally, all businesses within the BETR program will experience an 18 month void in State reimbursement until those businesses qualify for BETE program funds; and

WHEREAS, further staffing and expenditure reductions of the magnitude to remove or mitigate these losses, without financial support to implement shared service or consolidation efforts, would undermine the City's ability to provide local public services;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUBURN, that the City Council hereby expresses its strong opposition to provisions included in the recently proposed state

budget that would shift the burden of funding state government to the property tax and property taxpayer. These proposals, even if consolidation efforts were pursued, would lead to an increase in property taxes in Auburn, taxes which often are unrelated to the ability of property owners to pay, or require further service reductions. And while consolidation efforts, even if fully implemented at the start of the new fiscal year, would not be sufficient to replace revenue sharing, the City Council does stand ready to discuss how state incentives could advance those opportunities;

BE IT FURTHER RESOLVED, that the City Clerk is directed to provide copies of this RESOLVE to the members of the Legislature representing the City of Auburn, members of the Appropriations and Taxation Committees, the Governor, the Speaker of the House, the President of the Senate and the Legislative leadership.

Passage on 5/13/2013, 6-0-1 (Councilor Crowley was out of the room during the vote).

City of Auburn, Maine

"Maine's City of Opportunity"

Financial Services



TO: Clinton Deschene, City Manager

FROM: Jill Eastman, Finance Director

REF: December 2013 Financial Report

DATE: January 14, 2014

The following is a discussion regarding the significant variances found in the City's December 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 sixth month of the current fiscal year. As a guideline for tracking purposes, revenues and expenditures should amount to approximately 50.0% 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 December 31st, including the school department were \$36,054,643, or 49.8%, of the budget. The municipal revenues including property taxes were \$28,249,029, or 54.07% of the budget which is more than the same period last year by 0.63%. The accounts listed below are noteworthy.

- A. The current year tax revenue is at 54.41% as compared to 53.21% last year.
- B. Excise tax for the month of December is at 54.085%. This is an \$101,817 increase from FY 13. Our excise revenues for FY14 are 4.08% above projections as of December 31, 2013.
- C. State Revenue Sharing at the end of December is 49.11% or \$810,067. The city received \$129,338 this month compared to \$165,545 FY 13, \$185,368 FY12, \$194,429 FY11, and \$238,299 FY10. This is 21.9% decrease this year from last December.

Expenditures

City expenditures through December 2013 were \$19,593,909 or 54.22%, of the budget. This is 6.18% 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 department's expenditures throughout the fiscal year.
- B. The TIF transfer has not been made yet this year which is the major variance compared to last year at this time.

Investments

This section contains an investment schedule as of December 31st. Currently the City's funds are earning an average interest rate of .22%.

Respectfully submitted,

A handwritten signature in black ink that reads "Jill M Eastman". The signature is written in a cursive, flowing style.

Jill M. Eastman
Finance Director

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

	UNAUDITED Dec 31 2013	UNAUDITED Nov 30 2013	Increase (Decrease)	AUDITED JUNE 30 2013
ASSETS				
CASH	\$ 9,886,084	\$ 11,234,319	\$ (1,348,236)	\$ 11,268,551
RECEIVABLES			-	
ACCOUNTS RECEIVABLES	758,244	852,101	(93,857)	1,178,345
TAXES RECEIVABLE-CURRENT	19,098,386	19,421,462	(323,076)	89,723
DELINQUENT TAXES	548,004	554,453	(6,450)	543,772
TAX LIENS	677,344	867,312	(189,968)	1,267,670
NET DUE TO/FROM OTHER FUNDS	4,980,663	5,354,105	(373,441)	1,602,354
TOTAL ASSETS	\$ 35,948,725	\$ 38,283,752	\$ (2,335,028)	\$ 15,950,415
LIABILITIES & FUND BALANCES				
ACCOUNTS PAYABLE	\$ (140,531)	\$ (1,140,466)	\$ 999,935	\$ (536,867)
PAYROLL LIABILITIES	10,830	14,849	(4,019)	(93,082)
ACCRUED PAYROLL	(4,655)	(4,655)	-	(1,066,178)
STATE FEES PAYABLE	(56,991)	(22,503)	(34,488)	-
ESCROWED AMOUNTS	(41,865)	(41,865)	-	(41,865)
DEFERRED REVENUE	(20,196,140)	(20,715,625)	519,485	(1,832,681)
TOTAL LIABILITIES	\$ (20,429,353)	\$ (21,910,266)	\$ 1,480,913	\$ (3,570,673)
FUND BALANCE - UNASSIGNED	\$ (14,653,539)	\$ (15,507,654)	\$ 854,114	\$ (8,775,150)
FUND BALANCE - RESTRICTED FOR WORKERS COMP & UNEMPLOYMENT	1,001,137	1,001,137	-	(2,450,020)
FUND BALANCE - ASSIGNED	(1,866,970)	(1,866,970)	-	(1,154,572)
TOTAL FUND BALANCE	\$ (15,519,372)	\$ (16,373,486)	\$ 854,114	\$ (12,379,742)
TOTAL LIABILITIES AND FUND BALANCE	\$ (35,948,725)	\$ (38,283,752)	\$ 2,335,028	\$ (15,950,415)

CITY OF AUBURN, MAINE
REVENUES - GENERAL FUND COMPARATIVE
THROUGH December 31, 2013 VS December 31, 2012

REVENUE SOURCE	FY 2014 BUDGET	ACTUAL REVENUES THRU DEC 2013	% OF BUDGET	FY 2013 BUDGET	ACTUAL REVENUES THRU DEC 2012	% OF BUDGET	VARIANCE
TAXES							
PROPERTY TAX REVENUE-	\$ 42,844,641	\$ 23,312,585	54.41%	\$ 42,121,141	\$ 22,413,318	53.21%	\$ 899,267
PRIOR YEAR REVENUE	\$ -	\$ 653,399		\$ -	\$ 732,367		\$ (78,968)
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	\$ 1,659,322	54.08%	\$ 3,018,500	\$ 1,557,505	51.60%	\$ 101,817
PENALTIES & INTEREST	\$ 140,000	\$ 62,987	44.99%	\$ 140,000	\$ 76,896	54.93%	\$ (13,909)
TOTAL TAXES	\$ 46,535,716	\$ 26,059,866	56.00%	\$ 45,794,225	\$ 25,157,247	54.94%	\$ 902,619
LICENSES AND PERMITS							
BUSINESS	\$ 47,300	\$ 26,109	55.20%	\$ 39,900	\$ 33,360	83.61%	\$ (7,251)
NON-BUSINESS	\$ 338,300	\$ 179,792	53.15%	\$ 260,700	\$ 190,629	73.12%	\$ (10,837)
TOTAL LICENSES	\$ 385,600	\$ 205,901	53.40%	\$ 300,600	\$ 223,989	74.51%	\$ (18,088)
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	\$ 810,067	49.11%	\$ 2,400,000	\$ 1,170,275	48.76%	\$ (360,208)
WELFARE REIMBURSEMENT	\$ 53,000	\$ 29,234	55.16%	\$ 53,083	\$ 22,555	42.49%	\$ 6,679
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	\$ 1,312,752	56.60%	\$ 3,010,445	\$ 1,438,906	47.80%	\$ (126,154)
CHARGE FOR SERVICES							
GENERAL GOVERNMENT	\$ 140,240	\$ 74,900	53.41%	\$ 130,955	\$ 83,609	63.85%	\$ (8,709)
PUBLIC SAFETY	\$ 366,152	\$ 144,612	39.50%	\$ 263,102	\$ 63,961	24.31%	\$ 80,651
EMS AGREEMENT	\$ 100,000	\$ 50,000	50.00%	\$ 100,000	\$ 41,667	41.67%	\$ 8,333
TOTAL CHARGE FOR SERVICES	\$ 606,392	\$ 269,511	44.45%	\$ 494,057	\$ 189,237	38.30%	\$ 80,274
FINES							
PARKING TICKETS & MISC FINES	\$ 40,000	\$ 11,356	28.39%	\$ 45,000	\$ 10,592	23.54%	\$ 764
MISCELLANEOUS							
INVESTMENT INCOME	\$ 20,000	\$ 138,753	693.76%	\$ 30,000	\$ 13,725	45.75%	\$ 125,028
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	\$ 46,471	265.55%	\$ 5,150	\$ 31,022	602.37%	\$ 15,449
SALE OF RECYCLABLES	\$ 4,800	\$ -	0.00%	\$ -	\$ -		\$ -
COMMERCIAL SOLID WASTE FEES	\$ -	\$ 30,935		\$ -	\$ 31,940		\$ (1,005)
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	\$ 102,896	50.44%	\$ 197,400	\$ 100,953	51.14%	\$ 1,943
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	\$ 858	42.90%	\$ (579)
CDBG	\$ 58,000	\$ -	0.00%	\$ 8,000	\$ 1,334	16.68%	\$ (1,334)
UTILITY REIMBURSEMENT	\$ 37,500	\$ 10,177	27.14%	\$ 37,500	\$ 13,728	36.61%	\$ (3,551)
CITY FUND BALANCE CONTRIBUTION	\$ 1,350,000	\$ -	0.00%	\$ 1,350,000	\$ -	0.00%	\$ -
TOTAL MISCELLANEOUS	\$ 2,357,800	\$ 389,642	16.53%	\$ 2,141,537	\$ 656,273	30.64%	\$ (266,631)
TOTAL GENERAL FUND REVENUES	\$ 52,244,978	\$ 28,249,029	54.07%	\$ 51,785,864	\$ 27,676,244	53.44%	\$ 572,785
SCHOOL REVENUES							
EDUCATION SUBSIDY	\$ 17,942,071	\$ 7,545,375	42.05%	\$ 17,942,071	\$ 8,376,360	46.69%	\$ (830,985)
EDUCATION	\$ 1,358,724	\$ 260,240	19.15%	\$ 1,358,724	\$ 221,762	16.32%	\$ 38,478
SCHOOL FUND BALANCE CONTRIBUTION	\$ 855,251	\$ -	0.00%	\$ 855,251	\$ -	0.00%	\$ -
TOTAL SCHOOL	\$ 20,156,046	\$ 7,805,614	38.73%	\$ 20,156,046	\$ 8,598,122	42.66%	\$ (792,508)
GRAND TOTAL REVENUES	\$ 72,401,024	\$ 36,054,643	49.80%	\$ 71,941,910	\$ 36,274,366	50.42%	\$ (219,723)

CITY OF AUBURN, MAINE
EXPENDITURES - GENERAL FUND COMPARATIVE
THROUGH December 31, 2013 VS December 31, 2012

DEPARTMENT	FY 2014 BUDGET	Unaudited EXP THRU DEC 2013	% OF BUDGET	FY 2013 BUDGET	Unaudited EXP THRU DEC 2012	% OF BUDGET	VARIANCE
ADMINISTRATION							
MAYOR AND COUNCIL	\$ 71,079	\$ 34,857	49.04%	\$ 99,690	\$ 61,678	61.87%	\$ (26,821)
CITY MANAGER	\$ 238,903	\$ 120,073	50.26%	\$ 343,296	\$ 125,825	36.65%	\$ (5,752)
ECONOMIC DEVELOPMENT	\$ 318,933	\$ 130,879	41.04%	\$ -	\$ -		\$ 130,879
ASSESSING SERVICES	\$ 172,277	\$ 84,246	48.90%	\$ 183,801	\$ 80,298	43.69%	\$ 3,948
CITY CLERK	\$ 162,045	\$ 83,809	51.72%	\$ 150,676	\$ 70,180	46.58%	\$ 13,629
FINANCIAL SERVICES	\$ 405,976	\$ 194,557	47.92%	\$ 419,539	\$ 202,232	48.20%	\$ (7,675)
HUMAN RESOURCES	\$ 139,566	\$ 62,621	44.87%	\$ 137,836	\$ 62,747	45.52%	\$ (126)
INFORMATION COMMUNICATION TECHNOLOGY	\$ 395,350	\$ 245,308	62.05%	\$ 386,632	\$ 212,457	54.95%	\$ 32,851
LEGAL SERVICES	\$ 100,000	\$ 29,291	29.29%	\$ 85,000	\$ 14,249	16.76%	\$ 15,042
TOTAL ADMINISTRATION	\$ 2,004,129	\$ 985,641	49.18%	\$ 1,806,470	\$ 829,666	45.93%	\$ 155,975
COMMUNITY SERVICES							
ENGINEERING	\$ 280,188	\$ 124,998	44.61%	\$ 320,370	\$ 147,988	46.19%	\$ (22,990)
COMMUNITY PROGRAMS	\$ -	\$ -		\$ 14,050	\$ 10,500	74.73%	\$ (10,500)
PLANNING & PERMITTING	\$ 775,230	\$ 375,931	48.49%	\$ 776,532	\$ 337,614	43.48%	\$ 38,317
PARKS AND RECREATION	\$ 567,334	\$ 253,682	44.71%	\$ 602,191	\$ 277,152	46.02%	\$ (23,470)
HEALTH & SOCIAL SERVICES	\$ 189,539	\$ 110,794	58.45%	\$ 176,567	\$ 110,196	62.41%	\$ 598
PUBLIC LIBRARY	\$ 946,737	\$ 541,888	57.24%	\$ 968,292	\$ 484,146	50.00%	\$ 57,742
TOTAL COMMUNITY SERVICES	\$ 2,759,028	\$ 1,407,293	51.01%	\$ 2,858,002	\$ 1,367,596	47.85%	\$ 39,697
FISCAL SERVICES							
DEBT SERVICE	\$ 6,321,584	\$ 5,801,562	91.77%	\$ 6,682,797	\$ 6,083,464	91.03%	\$ (281,902)
PROPERTY	\$ 715,667	\$ 400,604	55.98%	\$ 699,114	\$ 448,643	64.17%	\$ (48,039)
WORKERS COMPENSATION	\$ 431,446	\$ -	0.00%	\$ 415,000	\$ -	0.00%	\$ -
WAGES & BENEFITS	\$ 4,397,585	\$ 2,262,067	51.44%	\$ 4,602,545	\$ 2,087,279	45.35%	\$ 174,788
EMERGENCY RESERVE (10108062-670000)	\$ 375,289	\$ -	0.00%	\$ 333,818	\$ -	0.00%	\$ -
TOTAL FISCAL SERVICES	\$ 12,241,571	\$ 8,464,233	69.14%	\$ 12,733,274	\$ 8,619,386	67.69%	\$ (155,153)
PUBLIC SAFETY							
FIRE DEPARTMENT	\$ 4,024,789	\$ 1,950,320	48.46%	\$ 3,904,344	\$ 1,864,029	47.74%	\$ 86,291
POLICE DEPARTMENT	\$ 3,589,583	\$ 1,665,365	46.39%	\$ 3,439,583	\$ 1,620,600	47.12%	\$ 44,765
TOTAL PUBLIC SAFETY	\$ 7,614,372	\$ 3,615,685	47.49%	\$ 7,343,927	\$ 3,484,629	47.45%	\$ 131,056
PUBLIC WORKS							
PUBLIC WORKS DEPARTMENT	\$ 4,730,432	\$ 2,019,334	42.69%	\$ 4,617,744	\$ 1,988,251	43.06%	\$ 31,083
WATER AND SEWER	\$ 558,835	\$ 282,963	50.63%	\$ 558,835	\$ 282,983	50.64%	\$ (20)
TOTAL PUBLIC WORKS	\$ 5,289,267	\$ 2,302,297	43.53%	\$ 5,176,579	\$ 2,271,234	43.88%	\$ 31,063
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	\$ 176,530	74.96%	\$ 235,548	\$ 117,774	50.00%	\$ 58,756
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	\$ 789,248	47.92%	\$ 1,845,776	\$ 811,201	43.95%	\$ (21,953)
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	\$ 19,593,909	54.22%	\$ 36,389,414	\$ 21,980,903	60.40%	\$ (2,386,994)
EDUCATION DEPARTMENT	\$ 37,128,028	\$ 13,414,519	36.13%	\$ 34,705,246	\$ 9,584,758	27.62%	\$ 3,829,761
TOTAL GENERAL FUND EXPENDITURES	\$ 73,268,536	\$ 33,008,428	45.05%	\$ 71,094,660	\$ 31,565,661	44.40%	\$ 1,442,767

**CITY OF AUBURN, MAINE
INVESTMENT SCHEDULE
AS Of Decemeber 31, 2013**

INVESTMENT			BALANCE		BALANCE	INTEREST	WEIGHTED
FUND			December 31, 2013	November 30, 2013	November 30, 2013	RATE	AVG YIELD
BANKNORTH MNY MKT	24-1242924	GENERAL FUND	\$ 55,369.81	\$ 55,362.76		0.20%	
BANKNORTH MNY MKT	24-1745910	GF-WORKERS COMP	\$ 49,261.32	\$ 49,257.97		0.10%	
BANKNORTH MNY MKT	24-1745944	GF-UNEMPLOYMENT	\$ 66,945.77	\$ 66,937.24		0.20%	
BANKNORTH CD	7033	GF-UNEMPLOYMENT	\$ 102,404.84	\$ 102,404.84		2.64%	
BANKNORTH MNY MKT	24-1809302	SPECIAL REVENUE	\$ 52,592.45	\$ 52,585.75		0.20%	
BANKNORTH MNY MKT	24-1745902	SR-PERMIT PARKING	\$ 198,123.75	\$ 198,098.51		0.20%	
BANKNORTH MNY MKT	24-1745895	SR-TIF	\$ 1,118,564.44	\$ 1,118,421.96		0.20%	
BANKNORTH MNY MKT	24-1746819	CAPITAL PROJECTS	\$ 11,765,925.78	\$ 11,764,427.02		0.20%	
BANKNORTH MNY MKT	24-1745928	ICE ARENA	\$ 249,459.18	\$ 249,427.40		0.10%	
GRAND TOTAL			\$ 13,658,647.34	\$ 13,656,923.45			0.22%

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 December 31, 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 December 31, 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 December 2013 the total current assets were \$46,054. These consisted of cash and cash equivalents of \$249,906, accounts receivable of \$24,950 and an interfund payable of \$228,802, which means that the Arenas owe the General Fund \$228,802, so net cash available to the arena is \$21,104 at the end of December. 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 remains the same as it was last month.

Noncurrent Assets:

Noncurrent assets are the building, equipment and any building and land improvements, less depreciation. The total value of noncurrent assets as of December 31, 2013 were \$630,402.

Liabilities:

The arena liabilities as of December 31, 2013, consisted of \$221 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 December 2013, are \$74,810 and revenues for Norway Savings Bank Arena were \$202,936. This revenue comes from the concessions, sign advertisements, pro shop lease, youth programming, shinny hockey, public skating and ice rentals.

The operating expenses for Ingersoll Arena through December 2013, were \$134,786 and for Norway Savings Bank Arena were \$381,497. These expenses include personnel costs, supplies, utilities, repairs, capital purchases and maintenance.

As of December 2013 the arenas have operating losses of \$59,976 and \$178,561 respectively.

Non-operating revenue and expenses consist of interest income and debt service payments. The interest income to date is \$725 and debt service expense to date is \$82,801.

As of December 31, 2013 the arenas have a combined decrease in net assets of \$320,613.

CITY OF AUBURN, MAINE
Statement of Net Assets
Proprietary Funds
December 31, 2013

Business-type Activities - Enterprise Funds

Combined

ASSETS

Current assets:

Cash and cash equivalents	\$ 249,906
Interfund receivables	(228,802)
Accounts receivable	24,950

Total current assets	46,054
----------------------	--------

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	676,456
--------------	---------

LIABILITIES

Accounts payable	221
------------------	-----

Total liabilities	221
-------------------	-----

NET ASSETS

Invested in capital assets	630,402
Unrestricted	45,833

Total net assets	\$ 676,235
------------------	------------

CITY OF AUBURN, MAINE
Statement of Revenues, Expenses and Changes in Net Assets
Proprietary Funds
Business-type Activities - Enterprise Funds
Statement of Activities
December 31, 2013

	Ingersoll Ice Arena	Norway Savings Arena	Total
Operating revenues:			
Charges for services	\$ 74,810	\$ 202,936	\$ 277,746
Operating expenses:			
Personnel	66,424	52,418	118,842
Supplies	6,799	85,628	92,427
Utilities	48,761	4,887	53,648
Repairs and maintenance	9,135	495	9,630
Depreciation	-	-	-
Capital expenses		160,454	160,454
Other expenses	3,667	77,615	81,282
Total operating expenses	134,786	381,497	516,283
Operating gain (loss)	(59,976)	(178,561)	(238,537)
Nonoperating revenue (expense):			
Interest income	725	-	725
Interest expense (debt service)	(82,801)	-	(82,801)
Total nonoperating expense	(82,076)	-	(82,076)
Gain before transfer	(142,052)	(178,561)	(320,613)
Transfers out	-	-	
Change in net assets	(142,052)	(178,561)	(320,613)
Total net assets, July 1	996,848	-	996,848
Total net assets, December 31, 2013	\$ 854,796	\$ (178,561)	\$ 676,235



City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: January 21, 2014

Order 04-01212014

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: New Business – Xinglong Corporation, d/b/a Lotus Restaurant, 279 Center Street. Public hearing and action for approving a new Liquor License

Information: Lotus Restaurant (owner Chun Wu) located at 279 Center Street, applied for a Liquor License and Food Service Class I-Spirituos, Vinous, Malt license. Police, Fire and Code have conducted inspections and approvals have been granted.

Financial: N/A

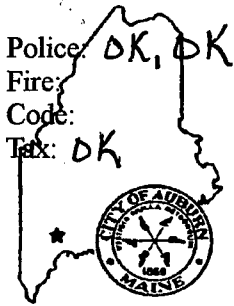
Action Requested at this Meeting: Recommend passage

Previous Meetings and History: N/A

Attachments:

- Class I-Spirituos, Vinous & Malt application
- Liquor License application
- Copy of Public Notice
- Order 04-01212014

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



NOV 25 2013

**CITY OF AUBURN
FOOD LICENSE APPLICATION**

New ☒ Renewal ☐ Change ☐

Application date 11-25-13 Opening date 12-10-13 Expiration date _____

License applied for Food Service Establishment (FSE) - Class I
List changes from last license _____

Business Hours of operation 10-9 pm Sq Footage 5000
Fee \$ _____ (Based on square footage and type of service)

☐ Fee \$500.00 (1-2999 square feet)
☒ Fee \$600.00 (3000-5999 square feet)
☐ Fee \$700.00 (6000-up)

Please attach a copy of the following: Floor Plan/facility diagram, menu or draft menu, certified food handler certificate with date of certification, and a copy of all state licenses applicable to this application or date of application.

ALL QUESTIONS MUST BE ANSWERED IN FULL
(Use back of application if necessary)

BUSINESS

APPLICANT

Business name Lotus Restaurant Owner's name Chan Wu

Business address 279 Center St Maiden name/ A/K/A _____

City Auburn State ME Zip 04210 Date of birth 10/8/80

Mailing address _____ Home address 782 Minot Ave

City _____ State _____ Zip _____ City _____ State _____ Zip _____

Business phone 207-754-8474 Mailing address _____

Email Jim.w009@yahoo.com City Auburn State ME Zip 04210

Please indicate address to mail license: Business / Applicant Home phone 207-754-8474

Page 1

Is applicant a corporation in the State of Maine? Yes ☒ No ☐
(If answer is "Yes", complete Supplementary Questionnaire for Corporate Applicants)

List all residences, including all places of business, within the last 5 years:

Address 782 Minor Ave City Auburn State ME How long 6
Address _____ City _____ State _____ How long _____
Address _____ City _____ State _____ How long _____

Has applicant(s) ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States, within the past 5 years? Yes _____ No ☒ (If yes, complete the following)

Name _____ Date of conviction _____
Offense _____ Location _____
Disposition _____

If manager is to be employed, complete the following:

Chun Wu 782 Minor Ave 207-254-8474 10/8/80
Name Home address Phone Date of birth

Has manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States, within the past 5 year? Yes _____ No _____ (If yes, complete the following)

Name _____ Date of conviction _____
Disposition _____ Location _____

Does applicant(s) own the premises? Yes ☒ No ☐ (If "No", give name and address of owner)

Name _____ Address _____

Phone Number _____ Email _____

Food Service Establishment, Seating 160 Occupancy load _____

DO NOT COMPLETE BELOW THIS LINE

RECOMMENDATION



MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE) (207) 624-4478 (TDD)

Transaction Response #: MIQ99C008701

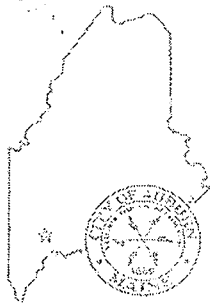
Criminal History Record

Introduction

This rap sheet was produced in response to the following request (Produced on 2013-11-25) :

Inquiries Name(s) CHUN WU (1980-10-08)

NO MATCH WAS FOUND FOR YOUR REQUEST.



City of Auburn, Maine

"Maine's City of Opportunity"

Office of the City Clerk

SUPPLEMENTARY QUESTIONNAIRE FOR CORPORATE APPLICANTS, LIMITED LIABILITY COMPANIES, AND LIMITED PARTNERSHIPS

- Exact Corporate Name: Xinglong Corp
Business D/B/A Name: Lotus Restaurant
- Date of Incorporation: 8/5/13
- State in which you are incorporated: Maine
- If not a Maine Corporation, date corporation was authorized to transact business within the State of Maine: _____
- List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percent of stock owned:

Name	<i>Print Clearly</i> Address Previous 5 years	Birth Date	% of Stock	Title
Chun Wu	782 Minot Ave	10/8/80	100% owner	

- What is the amount of authorized stock? 100 Outstanding Stock? _____
- Is any principal officer of the corporation a law enforcement official? Yes ☐ No ☒
- Has applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of the United States? Yes ☐ No ☒
- If YES, please complete the following: Name: _____
Date of Conviction: _____ Offense: _____
Location: _____ Disposition: _____
Dated at: _____ City/Town _____ On: _____ Date _____

Signature of Duly Authorized Officer

Print Name of Duly Authorized Officer

RV 4/2011

**Department of Public Safety
Division**

Liquor Licensing & Inspection

Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded. To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.



BUREAU USE ONLY

License No. Assigned:

Class:

Deposit Date:

Amt. Deposited:

PRESENT LICENSE EXPIRES _____

INDICATE TYPE OF PRIVILEGE:

MALT

SPIRITUOUS

VINOUS

INDICATE TYPE OF LICENSE:

☒ **RESTAURANT** (Class I,II,III,IV)

HOTEL-OPTIONAL FOOD (Class I-A)

CLASS A LOUNGE (Class X)

CLUB (Class V)

TAVERN (Class IV)

RESTAURANT/LOUNGE (Class XI)

HOTEL (Class I,II,III,IV)

CLUB-ON PREMISE CATERING (Class I)

GOLF CLUB (Class I,II,III,IV)

OTHER: _____

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) –(Sole Proprietor, Corporation, Limited Liability Co., etc.) <u>Chen Wu</u> DOB: <u>10/8/80</u>		2. Business Name (D/B/A) <u>Lotus Restaurant</u> <u>Jim Wu</u>	
<u>Xinglong Corp</u> DOB: _____			
<u>Xinglong</u> DOB: _____		Location (Street Address) <u>279 Center St</u>	
Address <u>782 Minor Ave</u>		City/Town <u>Auburn</u>	State <u>ME</u>
<u>Auburn ME 04210</u>		Zip Code <u>04210</u>	
City/Town <u>Auburn</u>		Mailing Address	
State <u>ME</u>			
Zip Code <u>04210</u>			
Telephone Number <u>207-754-8474</u>		City/Town <u>Auburn</u>	
Fax Number		State <u>ME</u>	
		Zip Code <u>04210</u>	
Federal I.D. # <u>46-4114638</u>		Business Telephone Number <u>207-754-8474</u>	
		Fax Number	
		Seller Certificate #	

3. If premises are a hotel, indicate number of rooms available for transient guests: _____
4. State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ _____ LIQUOR \$ _____
5. Is applicant a corporation, limited liability company or limited partnership? YES NO
6. Do you permit dancing or entertainment on the licensed premises? YES NO
7. If manager is to be employed, give name: _____
8. If business is NEW or under new ownership, indicate starting date: 12/10/13
Requested inspection date: 12/10/13 Business hours: 9-10 pm
9. Business records are located at: 279 Center St
10. Is/are applicants(s) citizens of the United States? YES NO

11. Is/are applicant(s) residents of the State of Maine?

YES NO

12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
Chun Wu	10/8/80	Taiwan

Residence address on all of the above for previous 5 years (Limit answer to city & state)

782 Mount Ave, Auburn, ME 04210

13. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES NO

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?
Yes NO If Yes, give name: _____

15. Has/have applicant(s) formerly held a Maine liquor license? YES NO

16. Does/do applicant(s) own the premises? Yes No If No give name and address of owner: _____

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) Restaurant

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?
YES NO Applied for: _____

19. What is the distance from the premises to the **NEAREST** school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? Harvest Church Which of the above is nearest? 1 mile

20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES NO

If YES, give details: _____

The Division of Liquor Licensing & Inspection is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: Auburn ME on 11/23/13, 20 13
Town/City, State Date

Please sign in blue ink

Chun Wu
Signature of Applicant or Corporate Officer(s)

Signature of Applicant or Corporate Officer(s)

Print Name

Print Name

NOTICE – SPECIAL ATTENTION

All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval of their application for liquor licenses prior to submitting them to the bureau.

THIS APPROVAL EXPIRES IN 60 DAYS.

FEE SCHEDULE

Class I	Spirituos, Vinous and Malt	\$ 900.00
	CLASS I: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.	
Class I-A	Spirituos, Vinous and Malt, Optional Food (Hotels Only)	\$1,100.00
	CLASS I-A: Hotels only that do not serve three meals a day.	
Class II	Spirituos Only	\$ 550.00
	CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.	
Class III	Vinous Only	\$ 220.00
	CLASS III: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	
Class IV	Malt Liquor Only	\$ 220.00
	CLASS IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	
Class V	Spirituos, Vinous and Malt (Clubs without Catering, Bed & Breakfasts)	\$ 495.00
	CLASS V: Clubs without catering privileges.	
Class X	Spirituos, Vinous and Malt – Class A Lounge	\$2,200.00
	CLASS X: Class A Lounge	
Class XI	Spirituos, Vinous and Malt – Restaurant Lounge	\$1,500.00
	CLASS XI: Restaurant/Lounge; and OTB.	

FILING FEE..... \$ 10.00

UNORGANIZED TERRITORIES \$10.00 filing fee shall be paid directly to County Treasurer. All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.

All fees must accompany application, made payable to: **TREASURER, STATE OF MAINE. – DEPARTMENT OF PUBLIC SAFETY, LIQUOR LICENSING AND INSPECTION DIVISION, 164 STATE HOUSE STATION, AUGUSTA ME 04333-0164.** Payments by check subject to penalty provided by Sec. 3, Title 28A, MRS.

STATE OF MAINE

Dated at: _____, Maine _____ ss
City/Town (County)

On: _____
Date

The undersigned being: Municipal Officers County Commissioners of the
City Town Plantation Unincorporated Place of: _____, Maine

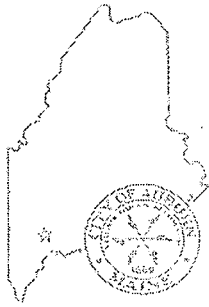
Hereby certify that we have given public notice on this application and held public hearing thereon as required by Section 653 Title 28A, Maine Revised Statutes and hereby approve said application.

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

§ 653. Hearings; bureau review; appeal

1. **Hearing.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, shall hold a public hearing for the consideration of applications for new on-premise licenses and applications for transfer of location of existing on-premise licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.
 - A. The bureau shall prepare and supply application forms. [1993, c.730, §27(amd).]
 - B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c.140, §4 (amd).]
 - C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premise license, for transfer of the location of an existing on-premise license or for renewal of an on-premise license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premise license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premise license that has been extended pending renewal with 120 days of the filing of the application. [1999, c.589, §1 (amd).]
 2. **Findings.** In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:
 - A. Conviction of the applicant of any Class A, Class B or Class c crime: [1987, c.45, Pt.A§4 (new).]
 - B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c.45, Pt.A§4(new).]
 - C. Conditions of record such as waste disposal violations, health or safety violation or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c.730, §27 (amd).]
 - D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c.592,§3 (amd).]
 - E. A violation of any provision of this Title; and [1989, c.592, §3 (amd).]
 - F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601. [1989, c.592, §4 (new).]
- [1993, c.730, §27 (amd).]
3. **Appeal to bureau.** Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.
 - A. [1993, c.730, §27 (rp).]
 4. **No license to person who moved to obtain a license. (REPEALED)**
 5. **(TEXT EFFECTIVE 3/15/01) Appeal to District Court.** Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.



City of Auburn, Maine

"Maine's City of Opportunity"

Office of the City Clerk

SUPPLEMENTARY QUESTIONNAIRE FOR CORPORATE APPLICANTS, LIMITED LIABILITY COMPANIES, AND LIMITED PARTNERSHIPS

1. Exact Corporate Name: Xinglong Corp
Business D/B/A Name: Lotus Restaurant
2. Date of Incorporation: 8/5/13
3. State in which you are incorporated: Maine
4. If not a Maine Corporation, date corporation was authorized to transact business within the State of Maine: _____
5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percent of stock owned:

Name	<i>Print Clearly</i> Address Previous 5 years	Birth Date	% of Stock	Title
Chun Wu	782 Minot Ave	10/8/80	100%	owner

6. What is the amount of authorized stock? 100 Outstanding Stock? _____
7. Is any principal officer of the corporation a law enforcement official? Yes ☐ No ☒
8. Has applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of the United States? Yes ☐ No ☒
9. If YES, please complete the following: Name: _____
Date of Conviction: _____ Offense: _____
Location: _____ Disposition: _____
Dated at: _____ City/Town _____ On: _____ Date _____

Signature of Duly Authorized Officer

Print Name of Duly Authorized Officer

RV 4/2011

**CITY OF AUBURN
PUBLIC NOTICE**

A public hearing will be held on Tuesday, January 21, 2014 at 7:00 p.m. or as soon as possible thereafter, in the Council Chambers of Auburn Hall, 60 Court Street, to consider the Liquor License Application for:

**Xinglong Corporation, dba Lotus Restaurant
279 Center Street, Auburn, Maine**

All interested persons may appear to show cause, if any they may have, why this license should not be granted.

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 04-01212014

ORDERED, that the Auburn City Council hereby approves a new liquor license (Food Service Class I – Spirituous, Vinous, Malt) application for Xinglong Corporation, DBA Lotus Restaurant located at 279 Center Street.



City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: January 21, 2014

Order 05-01212014

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: Authorization to Extend the Contract for Audit Service

Information: Please see attached memo and quote

Financial:

Action Requested at this Meeting: Passage

Previous Meetings and History: None

Attachments:

Memo

Quote from Runyon Kersteen Ouellette

*Agenda items are not limited to these categories.

City of Auburn, Maine

"Maine's City of Opportunity"

Finance Department

To: Clinton Deschene, City Manager
From: Jill Eastman, Finance Director
Date: January 8, 2014



RE: Extension of Audit Contract

Clint,

I would like to request permission from the City Council to extend the audit contract for 3 years. My reasoning is as follows:

FY 13 was the second year that Casey Leonard, Partner at RKO and Jodie Heal, Manager worked on the City of Auburn audit. Upon completion of the FY13 audit, they had the opportunity to gain an excellent understanding of the City's various funds and our procedures.

Considering that, if we are required to go out to bid and potentially get a different set of auditors, this would be doing a disservice to the citizens of Auburn. Now that Casey and Jodie have a very good understanding of how Auburn works, the City will benefit by receiving a more comprehensive audit.

I requested a quote from RKO and it is attached. You will see that the price for the FY14 audit is the same as the FY13 audit was and the next two years would each increase by \$1,500.

RKO is a very well respected governmental auditing firm and they do audits for many of the large towns and cities in Maine, including but not limited to Lewiston, Bangor, Portland, South Portland, Brunswick, Saco, Biddeford and Sanford.

Therefore, as Finance Director for the City of Auburn, I strongly recommend that we accept RKO's quote and extend the existing contract an additional 3 years.

December 16, 2013

Ms. Jill Eastman
City of Auburn
60 Court Street
Auburn, ME 04210

Dear Ms. Eastman:

Thank you for this opportunity to continue to provide professional services to the City of Auburn and related entities. We believe that we work well with your staff and will perform an efficient, thorough, well presented and timely audit as we have done over the past years. You can be assured that Runyon Kersteen Ouellette (RKO) is the right firm to help the City with its financial responsibilities.

Because of our desire to continue working with the City, I would like to propose an extension of our contract through 2016.

Our Price for the Requested Services

If our contract were for a three-year term, the fees for the City of Auburn audit would be as follows:

	<u>June 30, 2014</u>	<u>June 30, 2015</u>	<u>June 30, 2016</u>
City	\$ 31,000	\$ 31,900	\$ 32,800
School	<u>18,900</u>	<u>19,500</u>	<u>20,100</u>
Total	<u>\$ 49,900</u>	<u>\$ 51,400</u>	<u>\$ 52,900</u>
Airport (includes single audit)	<u>\$ 9,950</u>	<u>\$ 10,250</u>	<u>\$10,550</u>

We are excited about the opportunity to continue providing audit services to the City of Auburn and therefore have discounted our fees accordingly over the three-year period. Note that our 2014 price represents no increase from our 2013 fees.

Our fees are predicated on the assumption that the operations do not change significantly during the period of the engagement, that the accounting records are reconciled, balanced, and otherwise in good order, and that your personnel provide us with timely and accurate assistance, including schedules substantiating account balances and assistance in preparing confirmations and locating invoices. Routine consultations requiring minimal time expenditure would be gratis. Obviously should the scope of the audit increase or decrease significantly, we would expect to negotiate modifications to our contract accordingly. Our practice is to submit periodic billings as the work progresses.

December 16, 2013

Page 2

Runyon Kersteen Ouellette is proud of its distinguished reputation in governmental auditing and consulting. RKO has provided audit services to many of Maine's municipalities and quasi-governmental organizations. These entities have retained RKO because of our expertise in the governmental sector especially as it applies to governments within the State of Maine. We believe in an efficient audit approach, which is carried out by well trained governmental audit specialists. Please note the following areas which we feel set RKO apart from our competition:

-  Our commitment to assisting our clients with the implementation of new accounting pronouncements
-  Our strong cohesive governmental group committed to serving the governmental sector
-  National level training for our governmental staff
-  Advanced technology including the latest in hardware and software capabilities
-  Expertise in federal and state compliance auditing and reporting
-  Periodic training seminars for our governmental clients and other invited guests

Service is the attribute which we at RKO most highly regard, and if we can be of any further assistance, or if you have any questions, please contact me at 1-800-486-1784. We look forward to working with you in the future. I personally am eager to continue an audit relationship with the City of Auburn.

Sincerely,

RUNYON KERSTEEN OUELLETTE



Casey Leonard

December 16, 2013

Ms. Jill Eastman
City of Auburn
60 Court Street
Auburn, ME 04210

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Sincerely,

RUNYON KERSTEEN OUELLETTE



Casey Leonard

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 05-01212014

ORDERED, that the Auburn City Council hereby authorizes the Finance Director to extend the contract for Audit Services for 3 years, (FY14, FY15 and FY16) with Runyon Kersteen Ouellette, the City's current auditor.



City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: January 21, 2014

Order 06-01212014

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: Setting the date for a Special Municipal Election to elect three members of a Joint Charter Commission for the proposed consolidation of the Cities of Auburn and Lewiston.

Information: In June, petitions were taken out in both Lewiston and Auburn in an effort to gather 1000 signatures in each Municipality to put on a ballot at an upcoming election the election of a Joint Charter Commission (3 Commissioners in Lewiston and 3 in Auburn) for the purpose of drafting a consolidation agreement between the two cities.

Financial:

Action Requested at this Meeting: Recommend setting the date of the election for June 10, 2014





Previous Meetings and History:

Attachments:

- 30-A §2151 and §2152
- Timeline
- Order 06-01212014

*Agenda items are not limited to these categories.

Maine Revised Statutes

	§2152 PDF
	§2152 MS-WORD
	STATUTE SEARCH
	CH. 113 CONTENTS
	TITLE 30-A CONTENTS
	LIST OF TITLES
	DISCLAIMER
	MAINE LAW
	REVISOR'S OFFICE
	MAINE LEGISLATURE

<u>§2151</u>	Title 30-A:	<u>§2153</u>
MUNICIPALITIES AND COUNTIES		
HEADING: PL 1987, C. 737, PT. A, §2 (NEW)		
Part 2: MUNICIPALITIES HEADING: PL 1987, C. 737, PT. A, §2 (NEW)		
Subpart 2: ORGANIZATION AND INTERLOCAL COOPERATION HEADING: PL 1987, C. 737, PT. A, §2 (NEW)		
Chapter 113: CONSOLIDATION, SECESSION AND ANNEXATION HEADING: PL 1995, C. 377, §1 (RPR)		
Subchapter 1: CONSOLIDATION HEADING: PL 1995, C. 377, §1 (NEW)		

§2152. Joint charter commission

1. Petition. The voters of a municipality may file a petition in the municipal office that must:

A. Be addressed to the municipal officers; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. Be signed by at least 10% of the voters of that municipality, except that only 1,000 signatures are necessary in municipalities of 10,000 or more voters; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

C. Propose that the municipality be consolidated with another municipality, or other municipalities, named in the petition; and [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

D. Request that 3 persons be elected by the voters of the municipality to serve as members of a joint charter commission for the purpose of drafting a consolidation agreement. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

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▼	MAINE LAW
▼	REVISOR'S OFFICE
▼	MAINE LEGISLATURE

2. Joint charter commission. If a petition is filed as required under subsection 1, the 3 members of a joint charter commission shall be elected at the next special or regular election in the manner provided for the election of municipal officers. The election of members by 2 or more municipalities authorizes the commission to draft the consolidation agreement. If a municipality does not elect members, it may not participate in the consolidation.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

3. Consolidation agreement. The joint charter commission shall draft an agreement between the consolidating municipalities which includes:

A. The names of the municipalities; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. The name under which it is proposed to consolidate, which must be distinguishable from the name of any other municipality in the State, other than the consolidating municipalities; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

C. The property, real and personal, belonging to each municipality, and its fair value; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

D. The indebtedness, bonded and otherwise, of each municipality; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

E. The proposed name and location of the municipal office; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

F. The proposed charter; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

G. The terms for apportioning tax rates to service the existing bonded indebtedness of the respective municipalities; and [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

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☛	REVISOR'S OFFICE
☛	MAINE LEGISLATURE

H. Any other necessary and proper facts and terms. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

4. Submission of consolidation agreement. The consolidation agreement shall be submitted to the voters of each municipality at a municipal election after notice and hearing as provided in paragraphs A and B. The consolidation agreement may be amended, provided that the amended agreement meets the notice and hearing requirements of paragraphs A and B. Upon approval of a majority of those voting in each of 2 or more municipalities, the consolidation agreement becomes effective, according to its terms, in those municipalities.

A. The municipal officers of each municipality shall hold a public hearing on the consolidation agreement. The public hearing may be held on more than one day, provided that it adjourns permanently at least 10 days before the election. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. The municipal officers shall notify the voters of each municipality of the consolidation agreement and of the time and place of the public hearing in the same manner that the voters of each municipality are notified of ordinances to be enacted. This notice must be given at least 30 days before the election and at least 10 days before the hearing. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

SECTION HISTORY

1987, c. 737, §2A2,C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §§8,10 (AMD).











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§2151. Authority to consolidate

Any 2 or more municipalities may consolidate by following the procedure of section 2152 or the alternative procedure of section 2153. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

SECTION HISTORY

1987, c. 737, §SA2,C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §SC8,10 (AMD).

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§2152**Title 30-A:****§2154**

MUNICIPALITIES AND COUNTIES

HEADING: PL 1987, C. 737, PT. A, §2 (NEW)

Part 2: MUNICIPALITIES HEADING: PL 1987, C. 737, PT. A, §2 (NEW)

Subpart 2: ORGANIZATION AND INTERLOCAL COOPERATION HEADING: PL 1987, C. 737, PT. A, §2 (NEW)

Chapter 113: CONSOLIDATION, SECESSION AND ANNEXATION HEADING: PL 1995, C. 377, §1 (RPR)

Subchapter 1: CONSOLIDATION HEADING: PL 1995, C. 377, §1 (NEW)

§2153. Alternative procedure

The municipal officers of 2 or more municipalities may act as a joint charter commission without a petition under section 2152, subsection 1. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

SECTION HISTORY

1987, c. 737, §2A2,C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §8C,10 (AMD).

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TIMELINE FOR FORMAL MERGER PROCESS OF LEWISTON & AUBURN

Background - Under the statutes (MRSA Title 30-A, Sec 2151 – 2156), when 1,000 valid signatures are submitted on a petition to consolidate two or more municipalities, the City Council shall schedule at the next available election, the election of three Joint Charter Commissioners (three from Lewiston and three from Auburn). Once elected, the six Joint Charter Commission members are tasked with drafting a consolidation agreement.

1,000 signatures have been submitted and verified on an Auburn petition to start the formal process to consolidate the Cities of Lewiston and Auburn (validation completed 7/25/2013).

December 2, 2013 City Council meeting – update Council on status.

January 21, 2014 City Council meeting (held on Tuesday due to the holiday) – Vote to set election date for the Joint Charter Commissioners as June 10, 2014

February 10, 2014 – Nomination papers become available for the Joint Charter Commission seats (120 days before election day by Auburn Charter)

March 27, 2014 – Filing deadline for nomination papers for Joint Charter Commission seats (75 days before election day by Auburn Charter)

June 10, 2014 – Election Day. Top three candidates receiving the most votes are elected to serve as the three Joint Charter Commissioners from Auburn.

June 11, 2014 – Sworn into office

June 12, 2014 - Begin work on the consolidation 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 06-01212014

ORDERED, that the Auburn City Council hereby sets the date for a Special Municipal Election to be held on June 10, 2014 for the purpose of electing three Auburn citizens to serve on the Joint Charter Commission for the proposed consolidation of the Cities of Auburn and Lewiston.



City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: January 21, 2014

Order 07-01212014

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: Establishing a Charter Commission for the purpose of revising the Municipal Charter.

Information:

30-A §2102 (1) Municipal Officers. The municipal officers may determine that the revision of the municipal charter be considered or that adoption of a new municipal charter be considered and, by order, provide for the establishment of a charter commission to carry out that purpose as provided in this chapter.

Financial:

Action Requested at this Meeting: The City Manager recommends approval

Previous Meetings and History:

Attachments:

- 30-A §2102
- Order 07-01212014

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

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<u>§2101</u>	Title 30-A:	<u>§2103</u>
MUNICIPALITIES AND COUNTIES		
HEADING: PL 1987, C. 737, PT. A, §2 (NEW)		
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Subpart 2: ORGANIZATION AND INTERLOCAL COOPERATION HEADING: PL 1987, C. 737, PT. A, §2 (NEW)		
Chapter 111: HOME RULE HEADING: PL 1987, C. 737, PT. A, §2 (NEW)		

§2102. Charter revisions, adoptions, procedure

1. Municipal officers. The municipal officers may determine that the revision of the municipal charter be considered or that adoption of a new municipal charter be considered and, by order, provide for the establishment of a charter commission to carry out that purpose as provided in this chapter.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

2. Petition by voters. On the written petition of a number of voters equal to at least 20% of the number of votes cast in the municipality at the last gubernatorial election, but in no case less than 10, the municipal officers, by order, shall provide for the establishment of a charter commission for the revision of the municipal charter or the preparation of a new municipal charter as provided in this chapter.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

3. Petition procedure. The following procedure shall be used in the alternative method set out in subsection 2.

A. Any 5 voters of the municipality may file an affidavit with the municipal clerk stating:

- (1) That the 5 voters will constitute the petitioners' committee;
- (2) The names and addresses of the 5 voters;
- (3) The address to which all notices to the committee are to be sent; and
- (4) That the 5 voters will circulate the petition and file it in proper form.

The petitioners' committee may designate additional voters of the municipality, who are not members of the committee, to circulate the petition.

Promptly after the affidavit is filed, the clerk shall issue petition blanks to the committee. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. The municipal clerk shall prepare the petition forms at the municipality's expense. The petition forms shall be printed on paper of uniform size and may consist of as many individual sheets as are reasonably necessary.

(1) Petition forms shall carry the following legend in bold lettering at the top of the face of each form.

"Municipality of"

"Each of the undersigned voters respectfully requests the municipal officers to establish a Charter Commission for the purpose of revising the Municipal Charter or preparing a New Municipal Charter."

Each signature to a petition must be in ink or other indelible instrument and must be followed by the residence of the voter with street and number, if any. No petition may contain any party or political designation.

(2) The clerk shall note the date of each petition form issued. All petitions must be filed within 120 days of the date of issue or they are void.

(3) Each petition form shall have printed on its back an affidavit to be executed by the circulator, stating:

- (a) That the circulator personally circulated the form;
- (b) The number of signatures on the form;
- (c) That all the signatures were signed in the circulator's presence;
- (d) That the circulator believes them to be genuine signatures of the persons whose names they purport to be;
- (e) That each signer has signed no more than one petition; and
- (f) That each signer had an opportunity to read the petition before signing. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

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C. Petition forms shall be assembled as one instrument and filed at one time with the clerk. The clerk shall note the date of filing on the forms. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

4. Procedure after filing. Within 20 days after the petition is filed, the clerk shall complete a certificate as to its sufficiency, specifying, if it is insufficient, the particulars which render it defective. The clerk shall promptly send a copy of the certificate to the petitioners' committee by mail and shall file a copy with the municipal officers.

A. A petition certified insufficient for lack of the required number of valid signatures may be amended once if the petitioners' committee files a notice of intention to amend it with the clerk within 2 days after receiving the copy of the clerk's certificate.

Within 10 days after this notice of intention is filed, the committee may file a supplementary petition to correct the deficiencies in the original. This supplementary petition, in form and content, must comply with the requirements for an original petition under subsection 3. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. Within 5 days after a supplementary petition is filed, the clerk shall complete and file a certificate as to its sufficiency in the manner provided for an original petition. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

C. When an original or supplementary petition has been certified insufficient, the committee, within 2 days after receiving the copy of the clerk's certificate, may file a request with the municipal officers for review.

The municipal officers shall inspect the petitions in substantially the same form and manner as a recount under section 2531-B and shall make due certificate of that inspection. The municipal officers shall file a copy of that certificate with the municipal clerk and mail a copy to the committee. The certificate of the municipal officers is a final determination of the sufficiency of the petitions. [2011, c. 255, §1 (AMD).]

D. Any petition finally determined to be insufficient is void. The clerk shall stamp the petition void and seal and retain it in the

manner required for secret ballots. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[2011, c. 255, §1 (AMD) .]

5. Election procedure. Within 30 days after the adoption of an order under subsection 1 or the receipt of a certificate or final determination of sufficiency under subsection 4, the municipal officers shall by order submit the question for the establishment of a charter commission to the voters at the next regular or special municipal election held at least 90 days after this order.

A. The question to be submitted to the voters shall be in substance as follows:

"Shall a Charter Commission be established for the purpose of revising the Municipal Charter or establishing a New Municipal Charter?"

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

SECTION HISTORY

1987, c. 737, Pt. A, §2 (NEW). 1987, c. 737, Pt. C, §106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, Pt. C, §§8, 10 (AMD). 1993, c. 608, §4 (AMD). 2011, c. 255, §1 (AMD).

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	Chapter 111: HOME RULE HEADING: PL 1987, C. 737, PT. A, §2 (NEW)	
	§2103. Charter commission, membership, procedure	

1. Membership. The charter commission shall consist of several voters in the municipality, elected under paragraph A, and 3 members appointed by the municipal officers under paragraph B.

A. Voter members must be elected by one of the following methods:

- (1) Six voter members are elected in the same manner as the municipal officers, except that they must be elected at-large and without party designations;
- (2) One voter member is elected from each voting district or ward in the same manner as municipal officers, except that the voter member must be elected without party designation; or
- (3) Voter members are elected both at-large and by district or ward, as long as the number of voter members is the same as the number of municipal officers on the board or council of that municipality and the voter members are elected in the same manner as the municipal officers, except that they must be elected without party designation.

Election of voter members may be held either at the same municipal election as the referendum for the charter commission or at the next scheduled regular or special municipal or state election. The names of the candidates on the ballot must be arranged alphabetically by last name. If the elections are held at the same time, the names of the candidates must appear immediately below the question relating to the charter commission. [2009, c. 52, §1 (AMD); 2009, c. 52, §2 (AFF).]

B. Appointive members need not be residents of the municipality, but only one may be a municipal officer. The

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municipal officers shall make the appointments in accordance with municipal custom or bylaws within 30 days after the election approving the establishment of the charter commission.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[2009, c. 52, §1 (AMD); 2009, c. 52, §2 (AFF) .]

2. Organization. Immediately after receiving notice of the appointment of the members by the municipal officers, the municipal clerk shall notify the appointed and elected members of the charter commission of the date, time and place of the charter commission's organizational meeting. The clerk shall set the date, time and place of the meeting and give at least 7 days' notice of the meeting.

The charter commission shall organize by electing from its members a chairman, vice-chairman and a secretary and shall file notice of these elections with the municipal clerk. Vacancies occurring on the commission shall be filled by vote of the commission from the voters of the municipality, except that a vacancy among appointive members shall be promptly filled by the municipal officers. Members shall serve without compensation, but shall be reimbursed from the commission's account for expenses lawfully incurred by them in the performance of their duties.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

3. Regulations, staff. The charter commission may adopt regulations governing the conduct of its meetings and proceedings and may employ any necessary legal, research, clerical or other employees and consultants within the limits of its budget.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

4. Funding. A municipality shall provide its charter commission, free of charge, with suitable office space and with reasonable access to facilities for holding public hearings, may contribute clerical and other assistance to the commission and shall permit it to consult with and obtain advice and information from municipal officers, officials and employees during ordinary working hours. Within 20 days after the members of a charter commission are elected and appointed, the municipal officers shall credit \$100 to the charter commission account. A municipality, from time to time, may appropriate additional funds to the charter commission account. These funds may be raised by taxation, borrowed or transferred from surplus.

A. In addition to funds made available by a municipality, the charter commission account may receive funds from any other source, public or private, except that no contribution of more

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than \$5 may be accepted from any source other than the municipality, unless the name and address of the person or agency making the contribution and the amount of the contribution are disclosed in writing filed with the clerk. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. Prior to its termination, the charter commission shall file with the clerk a complete account of all its receipts and expenditures for public inspection. Any balance remaining in its account shall be credited to the municipality's surplus account. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

5. Hearings, reports, time limits. The following requirements regarding hearings, reports and time limits apply to a charter commission.

A. Within 30 days after its organizational meeting, the charter commission shall hold a public meeting to receive information, views, comments and other material relating to its functions. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. The charter commission shall hold its public hearings within the municipality at the times and places set by the commission. At least 10 days before a hearing, the charter commission shall publish the date, time and place of the hearing in a notice in a newspaper having general circulation in the municipality. Hearings may be adjourned from time to time without further published notice. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

C. Within 9 months after its election, the charter commission shall:

- (1) Prepare a preliminary report including the text of the charter or charter revision which the commission intends to submit to the voters and any explanatory information the commission considers desirable;
- (2) Have the report printed and circulated throughout the municipality; and
- (3) Provide sufficient copies of the preliminary report to the municipal clerk to permit its distribution to each voter requesting a copy. [1987, c. 737, Pt. A, §2 (NEW);

1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

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D. Within 12 months after its election, the charter commission shall submit its final report to the municipal officers. This report must include:

- (1) The full text and an explanation of the proposed new charter or charter revision;
- (2) Any comments that the commission considers desirable;
- (3) An indication of the major differences between the current and proposed charters; and
- (4) A written opinion by an attorney admitted to the bar of this State that the proposed charter or charter revision does not contain any provision prohibited by the United States Constitution, the Constitution of Maine or the general laws.

Minority reports if filed may not exceed 1,000 words. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

E. The municipal officers may extend the time limits for the preparation and submission of preliminary and final reports of the charter commission for up to 24 months after the election of the commission if the extension is necessary to:

- (1) Properly complete the reports;
- (2) Have them printed or circulated; or
- (3) Obtain the written opinion of an attorney. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

6. Election. When the final report is filed, the municipal officers shall order the proposed new charter or charter revision to be submitted to the voters at the next regular or special municipal election held at least 35 days after the final report is filed.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

7. Charter modification summaries. When a proposed charter revision is submitted to the voters in separate questions as charter modifications under section 2105, subsection 1, paragraph A, and the municipal officers, with the advice of an attorney, determine that it is not practical to print the proposed charter modification on the ballot

and that a summary would not misrepresent the subject matter of the proposed modification, a summary of the modification may be substituted for the text of the proposed modification in the same manner as a summary is substituted for a proposed amendment under section 2104, subsection 6.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

8. Termination. Except as provided in paragraph A, the charter commission shall continue in existence for 30 days after submitting its final report to the municipal officers for the purpose of winding up its affairs.

A. If judicial review is sought under section 2108, the charter commission shall continue in existence until that review and any appeals are finally completed for the purpose of intervening in those proceedings. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

SECTION HISTORY

1987, c. 737, §2A2,C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §8,10 (AMD). 2007, c. 495, §1 (AMD). 2009, c. 52, §1 (AMD). 2009, c. 52, §2 (AFF) .

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Maine Revised Statutes

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§2103	Title 30-A:	§2105
	MUNICIPALITIES AND COUNTIES	
	HEADING: PL 1987, C. 737, PT. A, §2 (NEW)	
	Part 2: MUNICIPALITIES HEADING: PL 1987, C. 737, PT. A, §2 (NEW)	
	Subpart 2: ORGANIZATION AND INTERLOCAL COOPERATION HEADING: PL 1987, C. 737, PT. A, §2 (NEW)	
	Chapter 111: HOME RULE HEADING: PL 1987, C. 737, PT. A, §2 (NEW)	

§2104. Charter amendments; procedure

1. Municipal officers. The municipal officers may determine that amendments to the municipal charter should be considered and, by order, provide for notice and hearing on them in the same manner as provided in subsection 5, paragraph A. Within 7 days after the hearing, the municipal officers may order the proposed amendment to be placed on a ballot at the next regular municipal election held at least 30 days after the order is passed; or they may order a special election to be held at least 30 days from the date of the order for the purpose of voting on the proposed amendments.

A. Each amendment shall be limited to a single subject, but more than one section of the charter may be amended as long as it is germane to that subject. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. Alternative statements of a single amendment are prohibited. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

2. Petition by voters. On the written petition of a number of voters equal to at least 20% of the number of votes cast in a municipality at the last gubernatorial election, but in no case less than 10, the municipal officers, by order, shall provide that proposed amendments to the municipal charter be placed on a ballot in accordance with paragraphs A and B.

A. Each amendment shall be limited to a single subject, but more than one section of the charter may be amended as long as it is

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germane to that subject. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. Alternative statements of a single amendment are prohibited. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

3. Petition procedure. The petition forms shall carry the following legend in bold lettering at the top of the face of each form.

"Municipality of"

"Each of the undersigned voters respectfully requests the municipal officers to provide for the amendment of the municipal charter as set out below."

No more than one subject may be included in a petition.

In all other respects, the form, content and procedures governing amendment petitions shall be the same as provided for charter revision and adoption petitions under section 2102, including procedures relating to filing, sufficiency and amendments.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

4. Amendment constituting revision. At the request of the petitioners' committee, the petition form shall also contain the following language:

"Each of the undersigned voters further requests that if the municipal officers determine that the amendment set out below would, if adopted, constitute a revision of the charter, then this petition shall be treated as a request for a charter commission."

Upon receipt of a petition containing this language, the municipal officers, if they determine with the advice of an attorney that the proposed amendment would constitute a revision of the charter, shall treat the petition as a request for a charter commission and follow the procedures applicable to such a request.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

5. Action on petition. The following procedures shall be followed upon receipt of a petition certified to be sufficient.

A. Within 10 days after a petition is determined to be sufficient, the municipal officers, by order, shall provide for a public hearing on the proposed amendment. At least 7 days before the hearing, they shall publish a notice of the hearing in a newspaper having general circulation in the municipality. The notice must contain the text of the proposed amendment and a brief explanation. The hearing shall be conducted by the municipal officers or a committee appointed by them. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. Within 7 days after the public hearing, the municipal officers or the committee appointed by them shall file with the municipal clerk a report containing the final draft of the proposed amendment and a written opinion by an attorney admitted to the bar of this State that the proposed amendment does not contain any provision prohibited by the general laws, the United States Constitution or the Constitution of Maine. In the case of a committee report, a copy shall also be filed with the municipal officers. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

C. On all petitions filed more than 120 days before the end of the current municipal year, the municipal officers shall order the proposed amendment to be submitted to the voters at the next regular or special municipal election held within that year after the final report is filed. If no such election will be held before the end of the current municipal year, the municipal officers shall order a special election to be held before the end of the current municipal year for the purpose of voting on the proposed amendment. Unrelated charter amendments shall be submitted to the voters as separate questions. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

6. Summary of amendment. When the municipal officers determine that it is not practical to print the proposed amendment on the ballot and that a summary would not misrepresent the subject matter of the proposed amendment, the municipal officers shall include in their order a summary of the proposed amendment,

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prepared subject to the requirements of section 2105, subsection 3, paragraph C, and instruction to the clerk to include the summary on the ballot instead of the text of the proposed amendment.

[1991, c. 622, Pt. X, §10 (AMD) .]

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SECTION HISTORY

1987, c. 737, §§A2,C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §§C8,10 (AMD). 1991, c. 622, §X10 (AMD).

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<u>§2104</u>	Title 30-A:	<u>§2106</u>
	MUNICIPALITIES AND COUNTIES	
	HEADING: PL 1987, C. 737, PT. A, §2 (NEW)	
	Part 2: MUNICIPALITIES HEADING: PL 1987, C. 737, PT. A, §2 (NEW)	
	Subpart 2: ORGANIZATION AND INTERLOCAL COOPERATION HEADING: PL 1987, C. 737, PT. A, §2 (NEW)	
	Chapter 111: HOME RULE HEADING: PL 1987, C. 737, PT. A, §2 (NEW)	

§2105. Submission to voters

The method of voting at municipal elections, when a question relating to a charter adoption, a charter revision, a charter modification or a charter amendment is involved, shall be in the manner prescribed for municipal elections under sections 2528 to 2532, even if the municipality has not accepted the provisions of section 2528. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

1. Charter revision or adoption. Except as provided in paragraph A, in the case of a charter revision or a charter adoption, the question to be submitted to the voters shall be in substance as follows:

"Shall the municipality approve the (charter revision) (new charter) recommended by the charter commission?"

A. If the charter commission, in its final report under section 2103, subsection 5, recommends that the present charter continue in force with only minor modifications, those modifications may be submitted to the voters in as many separate questions as the commission finds practicable. The determination to submit the charter revision in separate questions under this paragraph and the number and content of these questions must be made by a majority of the charter commission.

(1) If a charter commission decides to submit the charter revision in separate questions under this paragraph, each question to be submitted to the voters shall be in substance as follows:

"Shall the municipality approve the charter modification recommended by the charter commission and reprinted (summarized) below?"

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[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

2. Charter amendment. In the case of a charter amendment the question to be submitted to the voters shall be in substance as follows:

"Shall the municipality approve the charter amendment reprinted (summarized) below?"

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

3. Voter information. Reports shall be made available and summaries prepared and made available as follows.

A. In the case of a charter revision or charter adoption, at least 2 weeks before the election, the municipal officers shall:

- (1) Have the final report of the charter commission printed;
- (2) Make copies of the report available to the voters in the clerk's office; and
- (3) Post the report in the same manner that proposed ordinances are posted. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. In the case of a charter amendment, at least 2 weeks before the election, the municipal officers shall:

- (1) Have the proposed amendment and any summary of the amendment prepared under this section printed;
- (2) Make copies available to the voters in the clerk's office; and
- (3) Post the amendment and any summary of that amendment in the same manner that proposed ordinances are posted. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

C. Any summary must fairly describe the content of the proposed amendment and may not contain information designed

to promote or oppose the amendment. [1991, c. 622, Pt. X, §11 (AMD).]

[1991, c. 622, Pt. X, §11 (AMD) .]

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4. Effective date. If a majority of the ballots cast on any question under subsection 1 or 2 favor acceptance, the new charter, charter revision, charter modification or charter amendment becomes effective as provided in this subsection, provided the total number of votes cast for and against the question equals or exceeds 30% of the total votes cast in the municipality at the last gubernatorial election.

A. Except as provided in subparagraph (1), new charters, charter revisions or charter modifications adopted by the voters take effect on the first day of the next succeeding municipal year.

(1) New charters, charter revisions or charter modifications take effect immediately for the purpose of conducting any elections required by the new provisions. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. Charter amendments adopted by the voters take effect on the date determined by the municipal officers, but not later than the first day of the next municipal year. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

SECTION HISTORY

1987, c. 737, §2A, C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §8, 10 (AMD). 1991, c. 622, §11 (AMD).

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 07-01212014

ORDERED, that the Auburn City Council hereby approves the establishment of a Charter Commission for the purpose of revising the Auburn Municipal Charter pursuant to Title 30-A, Section 2102(1) of the Maine Revised Statutes.



City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: January 21, 2014

Order 08-01212014

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: Submitting the question for the establishment of a Charter Commission to revise the Municipal Charter to the voters at a Special Election to be held on June 10, 2014.

Information:

30-A §2102 (5) Election Procedure. Within 30 days after the adoption of an order under subsection 1 or the receipt of a certificate or final determination of sufficiency under subsection 4, the municipal officers shall by order submit the question for the establishment of a charter commission to the voters at the next regular or special municipal election held at least 90 days after this order.

A. The question to be submitted to the voters shall be in substance as follows:

“Shall a Charter Commission be established for the purpose of revising the Municipal Charter or establishing a New Municipal Charter?”

Financial:

Action Requested at this Meeting: The City Manager recommends approval.

Previous Meetings and History:

Attachments:

- 30-A §2102
- Order 08-01212014

*Agenda items are not limited to these categories.

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 08-01212014

ORDERED, that the Auburn City Council hereby approves submitting the question “Shall a Charter Commission be established for the purpose of revising the City of Auburn Charter or establishing a New City of Auburn Charter?” to the voters at the June 10, 2014 Election.



City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: January 21, 2014

Order 09-01212014

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: Setting the date for a Special Municipal Election to elect the members of the City of Auburn Charter Commission to be held on June 10, 2014.

Information:

30-A §2103 (1) Membership.

A. Voter members must be elected by one of the following methods.

- 1) Six voter members shall be elected at large in the same manner as the municipal officers; [or]
- 2) One voter member shall be elected from each ward in the same manner as municipal officers; [or]
- 3) Voter members shall be elected both at-large and by ward in the same manner as the municipal officers, and the number of voter members shall be the same as the number of municipal officer members on the Auburn City Council.

Election of voter members may be held either at the same municipal election as the referendum for the charter commission or at the next scheduled regular or special municipal or state election.

Financial:

Action Requested at this Meeting: The City Manager recommends passage as well as which of the three methods members will be elected.

Previous Meetings and History:

Attachments:

- 30-A §2103
- Order 09-01212014

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

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 09-01212014

ORDERED, that the Auburn City Council hereby sets the date for a Special Municipal Election to elect the members of the City of Auburn Charter Commission for June 10, 2014. In addition to three members to be appointed by the City Council in accordance with Maine law, voter members will be elected in the following manner:

1. Six voter members shall be elected at large in the same manner as the municipal officers; [or]
2. One voter member shall be elected from each ward in the same manner as municipal officers; [or]
3. Voter members shall be elected both at-large and by ward in the same manner as the municipal officers, and the number of voter members shall be the same as the number of municipal officer members on the Auburn City Council.



City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: January 21, 2014

Order 10-012120104

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: Vote to authorize the City Manager to execute the two Collective Bargaining Agreements with I.A.F.F. Local 797.

Previous Meetings and History: The I.A.F.F. contracts were discussed in previous Executive Sessions, the most recent being 1/13/14.

Attachments:

Contract 1 – 1/1/13 – 6/30/13

Contract 2 – 7/1/13 – 6/30/16

Order 10-01212017

*Agenda items are not limited to these categories.

CITY OF AUBURN

Auburn Firefighters Association
Local No. 797



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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CITY OF AUBURN

Auburn Firefighters Association Local No. 797



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PREAMBLE

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100 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.)

105 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
110 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. Title 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
115 Department's permanent employees, it is agreed by the parties hereto as follows:

ARTICLE I - Recognition

Section 1 - Association

120 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

125 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
130 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.

135 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

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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.

140

Section 3 - Public Servants/Ethical Standards

145

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

150

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

155

Section 1 - Purpose

160

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.

165

Section 2 - Employee's Role

170

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

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175

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.

180

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.

200

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.

205

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

210



215

ARTICLE IV - Dues Check-Off

220 Section 1 - Fair Share

225 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.

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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

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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.

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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 of 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

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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.

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Section 2 - Use of Free Time

405 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.

410 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
415 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:

- 420
1. The firefighter may accrue up to 48 hours per year;
 - 425 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;
 - 430 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
435 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

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440 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.

445 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.

450 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.

455 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).

460 **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:

- | | | |
|-----|--------------------------|--|
| 465 | 1. New Year's Day | 7. Columbus Day |
| | 2. Washington's Birthday | 8. Veteran's Day |
| | 3. Patriot's Day | 9. Thanksgiving Day |
| | 4. Memorial Day | 10. Christmas Day |
| | 5. Independence Day | 11. Martin Luther King Day |
| 470 | 6. Labor Day | 12. Any one time national holiday
mandated by the President and
observed by other Auburn City
Departments |

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

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

480 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

485 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
490 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.

495 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
500 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.

505 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.

510 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

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515 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.

520 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).

525 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.

530 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
535 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
540 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
545 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.

550 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

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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

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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

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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 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

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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

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820 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
825 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

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

835 **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
840 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

845 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
850 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.
855 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)

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860 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

865 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.

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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.

880 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

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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.

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ARTICLE XIV - Exchange of Shifts and Transfers

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Section 1 - Exchange of Shifts

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

- 900 1. Their replacements are qualified to perform their duties and provided,
- 905 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.
- 910 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.
- 915 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
- 920 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.
- 925 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.
- 930 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.



935 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.

940 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.

945 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
950 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
955 been for that shift and the amount actually paid to the person who replaced him/her.

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

960 **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.

965 **2. Establishing Permanent Positions:** On the first Wednesday of every other October commencing in 2002, each member will be given the opportunity to pick his permanent assignment from any of the remaining positions in his rank. An Executive Committee member will assist the Deputy Chief in the administration of this transfer process. The most senior
970 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

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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

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Maine licensed EMS provider that is moving. If the senior State of Maine licensed EMS provider of the same rank does not want to move, the next senior State of Maine licensed EMS provider of the same rank on the battalion will be asked to go to that position continuing the same procedure as described above. This process will be repeated until all 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

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1050 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.

1055 Staffing for other apparatus not listed above will be at the discretion of the Fire Chief or designee.

1060 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.

1065 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.

1070 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.

1075 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

1080 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
1085 shall then be obtained from the compulsory work list. Any firefighter or firefighter/EMT

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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

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1125 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.

1130 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:

1135 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.

1140 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.

1150 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.

1155 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

1160 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:

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1165 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.

1170 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.

1175 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.

1180 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.

1185 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.

1190 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.

1195 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

1200 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

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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's 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.

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1240 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.

1245 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).

1250 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.

1255 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
1260 by insurance provided by the City or otherwise assumed by the City.

Section 7 - Light Duty Return to Work

1265 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;
- 1270 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;
- 1275 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

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employees injured at work who are unable for period of time, as defined in this section, to perform their regular firefighting duties.

1280

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.

1285

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

1290

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.

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1300

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.

1305

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

1310

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

1315

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.

- 1320 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.
- 1325 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
- 1330 physician will submit a written light duty job description to the department designated
- 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
- 1335 conditions are met:
- i. Participation is on a voluntary basis;
 - ii. The firefighter has exhausted his accrued sick leave;
 - 1340 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.
 - 1345 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
 - 1350 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.

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- 1355 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.

1360 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.

1365 Section 9 - Department Physician

- 1370 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.

- 1375 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.

1380 Section 10 - Substance Abuse Testing Program

- 1385 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.

- 1390 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.

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Section 11 - General Safety

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

ARTICLE XVII - Separation from Department

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Section 1 - Retirement

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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

1410

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

1. Up to 288 hours.

1415

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.

1420

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).

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Section 3 - Cashout of Accrued Sick Leave

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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

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1435 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

1440 Any accrued but unused compensatory time will be paid to the firefighter upon separation from the department.

Section 5 - Uniform Reimbursement

1445 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.

1450 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

1460 **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.

1465 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.

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

1475 **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

1480 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.

1485 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

1490 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:

1495 Probationary and Permanent Firefighter – \$310.00
Captain -- \$335.00
Battalion Chief -- \$335.00

1500 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.

1505 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.

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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

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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

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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.

1590 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.

1595

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

Flextime –

1600

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.

1605 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.

1610

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.

1615

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.

1620

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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.

1625

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.

1630

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.

1635

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:

1640

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

1645

1650

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

1655

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

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1660 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.

1665 The Fire Prevention Officer will annually be credited with \$385 in the uniform reimbursement account.

ARTICLE XX - Duration of the Contract

1670 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, 1675 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.

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ARTICLE XXI - Inconsistent Rules, Regulations and Ordinances

1685 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.

1690 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.

1695 The President of the Association shall receive a copy of all departmental orders and notices and copies of proposed changes in the Administration Manual.

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ARTICLE XXII - Active Agreement

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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.

1705

ARTICLE XXIII - Savings Clause

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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.

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1715

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.

1720

Witnesses:

City of Auburn

1725

By: _____

Clint Deschene
Its City Manager

1730

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

1735

By: _____

1740

Michael Scott
Its President

1745



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:

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- 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.

1755

Health Risk Analysis and Education

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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.

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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.

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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.

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1785 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

1790 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
1795 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

1800 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
1805 (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.

1810 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
1815 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

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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:

1825 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

1830 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'.
- 1835

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.

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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.

1845

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.

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CITY OF AUBURN

**Auburn Firefighters Association
Local No. 797**



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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Auburn Firefighters Association
Local No. 797



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. Title 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

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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

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175 (internal and external), increasing accountability and effectiveness, increasing productivity and realization of cost savings.

Section 2 - Employee's Role

180 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

185 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
190 concerns and complaints, and to solicit input and suggestions to improve the operations of the Department and the work environment.

Section 4 - Committee Participation

195 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
200 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
205 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
210 may attend if their work schedule permits.

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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

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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
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

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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.

330

Section 2 - Tuition Reimbursement for Work-Related Courses

335 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.
- 340 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.
- 345 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
- 350 certification/license of completion, he/she will reimburse the City for the cost of the course.

355 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 of the proration will be as follows:

360

- 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

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- 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.

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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:

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- 440 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;
- 445 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).
- 450 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.,
455 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

460 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.

465 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
470 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
475 which he/she is acting is assigned to the same company for a period exceeding one-half (1/2) the
shift (12 hours).

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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 | 7. Columbus Day |
| 2. Washington's Birthday | 8. Veteran's Day |
| 3. Patriot's Day | 9. Thanksgiving Day |
| 4. Memorial Day | 10. Christmas Day |
| 5. Independence Day | 11. Martin Luther King Day |
| 6. Labor 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.

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515 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
520 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
525 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.

530 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
535 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.

540 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).

545 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)
550 hours will be deducted from the firefighter's total vacation hours.

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Section 2 - Vacation Selection

555 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.

560 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
565 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.

570 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.

575 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:

580 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
585 any other point in the vacation selection process will not be allowed to pick the remaining vacation time until after November 21st.

590 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.)

595

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.)

600

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

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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.

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Section 3 - Vacation Changes

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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.

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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.

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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.

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Section 3 - Sick Leave Authentication

705 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:

- 710 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
- 715 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
- 720 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

725 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
730 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.

735 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 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

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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

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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

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855 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
860 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

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

870 **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
875 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

880
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
885 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.
890 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)

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895 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

900 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.

905

Section 3 – Incidental Leaves

910 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.

915 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

920

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.

925

ARTICLE XIV - Exchange of Shifts and Transfers

Section 1 - Exchange of Shifts

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

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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.

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

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

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

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

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

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- 1010 **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.
- 1015 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
- 1020 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
- 1025 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:

- 1030 (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.
- 1035 (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
- 1040 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
- 1045 Maine licensed EMS provider that is moving. If the senior State of Maine licensed EMS provider of the same rank does not want to move, the next senior State of Maine licensed EMS provider of the same rank on the battalion will be asked to go to that position

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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 parties agree that in no event will the City be required to assign more than three firefighters per apparatus as set forth above, plus the Battalion Chief. The Chief may increase the staffing requirements when conditions reasonably warrant his/her doing so.

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

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1085 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.

1090 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.

1095 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
1100 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
1105 minimum of \$50.00.

Section 2 - Replacement Coverage Turns

When staffing falls below requirements as set forth in Article XV, Section 1,
1110 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
1115 replacement.

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

ARTICLE XVI - Health and Safety

1120 Section 1 - Health Promotion Program and Employee Cost Share

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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,

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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:

- 1165 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.
- 1170 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
- 1175 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

1180 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.

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Section 3 – Health Reimbursement Account –

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

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1195 Section 4 - Payment Program for Waiving Health Insurance Coverage with the City of Auburn

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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:

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

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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.

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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.

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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.

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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.

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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.

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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.

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Section 5 - Extent of Coverage

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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

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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.

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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's 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.

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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

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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;

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1315 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.

1320 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.

1325 b. The individual participating in the light duty program will not count toward the apparatus staffing level on duty for that shift.

1330 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.

1335 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.

1340 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
1345 or interests; and the firefighters suggestions for ways that he/she might best enhance the Department's operations while on light duty

1350 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
1355 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-
1360 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
1365 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
1370 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
1380 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
1385 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).

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1390 vi. Firefighters on light duty due to an off-the-job illness or injury will receive payment only for those hours actually worked.

1395 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

1400 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

1405 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.

1410 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

1420 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.

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

Section 12 - General Safety

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

ARTICLE XVII - Separation from Department

Section 1 - Retirement

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

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

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

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

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

1470 The firefighter in the In-Service Retirement Program will cash out all accrued time as
per this article. During the five years that the firefighter works under the In-Service Retirement
Program, the firefighter will accrue vacation and sick time, but will be entitled to cash-out only
accrued but unused vacation leave. Firefighters who retire and participate in the In-Service
Program who have more than 1440 hours of accrued sick leave at retirement will put the excess
1475 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.

1480 The City will share the savings generated from not making employer contributions to
MePERS with the Firefighter on the In-Service Retirement Program on a 50/50 basis, with the
savings for the firefighter to be paid to a supplemental retirement fund or a Retirement Health
Savings Account.

1485 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
1490 parameters:

1. Up to 288 hours.
2. Up to 480 hours if on OJI or extended sick leave.

1495 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
1500 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.

1505 Section 3 – Cash out of Accrued Sick Leave

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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

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1545 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.

1550 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.

1555 If possible, the City will provide a two-week notice to the firefighters affected by the lay-offs.

1560 **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.

1570 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

1575 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:

1580 Probationary and Permanent Firefighter – \$485.
Captain -- \$510.00
Battalion Chief -- \$510.00

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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.

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Section 3 - Use of Telephones

1625 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

1630 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
1635 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

1640 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
1645 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
1650 the request of the individual).

Section 6 - Indemnity

1655 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.

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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.

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Section 8 - Jury Duty and Court Appearances

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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.

1675

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.

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ARTICLE XIX - Fire Prevention Officer

1685

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.

1690

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.

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Flextime --

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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.

Flexitime 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 flexitime is appropriate.

The FPO will make every attempt to submit a verbal request for flexitime 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:

CITY OF AUBURN

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- 1740
- | | | | |
|----|-----------------------|-----|--|
| 1. | New Year's Day | 7. | Columbus Day |
| 2. | Washington's Birthday | 8. | Veteran's Day |
| 3. | Patriot's Day | 9. | Thanksgiving Day and the day after |
| 4. | Memorial Day | 10. | Christmas Day |
| 5. | Independence Day | 11. | Martin Luther King Day |
| 6. | Labor Day | 12. | Any one time national holiday
mandated by the President and
observed by other Auburn City
Departments |
- 1745

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

- 1750
- 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.

- 1755
- 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.

- 1760
- 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.

1765 **ARTICLE XX - Duration of the Contract**

- 1770
- This agreement shall be effective upon execution and shall continue in force and in effect from July 1, 2013 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

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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.

1775

ARTICLE XXI - Inconsistent Rules, Regulations and Ordinances

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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.

1785

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.

1790

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

1795

ARTICLE XXII - Active Agreement

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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

1805

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.

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**Auburn Firefighters Association
Local No. 797**



1810

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.

1815

Witnesses:

City of Auburn

1820

By: _____

Clint Deschene
Its City Manager

1825

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

1830

By: _____

1835

Michael Scott
Its President

1840



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.

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

Health Care Advisory Team

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

Health Care Management Proposal

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

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

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

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

Health Promotion Program and Health Insurance Cost Share

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1920 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:

- 1930
- 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'.

1935 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.

1940 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

1945 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.

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Local No. 797**



Wage Schedule

1960 Please see the attached Fire Fighter and Fire Prevention Officer Wage Schedules dated
 July 1, 2013 to June 30, 2016.

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

100.00% Inc		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	13th	14th	15th
PRIVATES	ENTRY	Anniv	Anniv	Anniv	Anniv	Anniv	Anniv	Anniv	Anniv	Anniv	Anniv	Anniv	Anniv	Anniv	Anniv	Anniv
	Annual	Weekly	Hourly	Annual	Weekly	Hourly	Annual	Weekly	Hourly	Annual	Weekly	Hourly	Annual	Weekly	Hourly	Annual
	\$31,817.59	\$611.88	\$14.5685	\$32,772.11	\$630.23	\$15.0055	\$33,755.28	\$649.14	\$15.4557	\$34,761.94	\$668.61	\$15.9194	\$35,815.97	\$688.67	\$16.3970	\$36,885.30
PVTBASIC	Annual	\$33,984.49	\$653.55	\$15.5607	\$34,939.02	\$671.90	\$16.4479	\$35,922.18	\$690.81	\$16.9116	\$36,934.84	\$710.29	\$37,977.88	\$730.34	\$17.3891	\$39,052.20
	Weekly	\$653.55	\$15.5607	\$16.4479	\$669.81	\$16.9116	\$710.29	\$730.34	\$751.00	\$772.28	\$794.20	\$816.78	\$839.98	\$863.98	\$888.65	\$914.06
	Hourly	\$15.5607	\$16.4479	\$16.9116	\$17.3891	\$17.8610	\$18.3677	\$18.9096	\$19.4471	\$20.0007	\$20.5770	\$21.1584	\$21.7633	\$22.3865	\$23.0282	\$23.6936
PVTINTERMEDIATE	Annual	\$35,067.30	\$674.37	\$16.0565	\$36,021.83	\$692.73	\$16.4935	\$37,004.99	\$711.63	\$16.9437	\$38,017.65	\$731.11	\$39,060.69	\$751.17	\$17.3849	\$40,135.01
	Weekly	\$674.37	\$16.0565	\$16.9437	\$711.63	\$731.11	\$751.17	\$771.83	\$793.11	\$815.03	\$837.60	\$860.85	\$884.81	\$909.47	\$934.88	\$961.05
	Hourly	\$16.0565	\$16.9437	\$17.4073	\$17.8849	\$18.3768	\$18.8835	\$19.4054	\$19.9429	\$20.4965	\$21.0688	\$21.6542	\$22.2589	\$22.8821	\$23.5241	\$24.1863
PVTPARAMEDIC	Annual	\$36,150.11	\$695.19	\$16.5522	\$37,104.63	\$713.55	\$16.9893	\$38,087.80	\$732.46	\$17.4395	\$39,100.46	\$751.93	\$40,143.49	\$771.99	\$17.8807	\$41,217.92
	Weekly	\$695.19	\$16.5522	\$17.4395	\$732.46	\$751.93	\$771.99	\$792.65	\$813.93	\$835.85	\$858.42	\$881.68	\$905.63	\$930.30	\$955.71	\$981.88
	Hourly	\$16.5522	\$17.4395	\$17.9031	\$18.3807	\$18.8726	\$19.3793	\$19.9012	\$20.4387	\$20.9923	\$21.5626	\$22.1500	\$22.7551	\$23.3782	\$24.0189	\$24.6864

LIEUTENANTS	Annual	\$38,331.33	\$39,481.27	\$40,666.70	\$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	\$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	\$1,050.99
	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	\$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	\$49,308.60	\$50,723.88	\$52,180.59	\$53,680.87	\$55,226.46	\$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	\$1,092.66
	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	\$26.0158
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	\$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	\$1,113.47
	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	\$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	\$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	\$1,134.30
	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	\$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	\$59,871.16	\$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	\$1,165.10
	Hourly	\$19,4733	\$20,0573	\$20,6583	\$21,2790	\$21,9174	\$22,5749	\$23,2922	\$23,9496	\$24,6882	\$25,4063	\$26,1705	\$26,9557	\$26,9557	\$27,7943
CAPTBASIC	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	\$28,7954
CAPTINTERMEDIATE	Annual	\$45,779.49	\$47,055.38	\$48,369.55	\$49,723.15	\$51,117.25	\$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
CAPTPARAMEDIC	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	\$926.73	\$951.01	\$977.04	\$1,003.65	\$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

BATTALION 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
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
Hourly	\$22.3224	\$22.9921	\$23.6818	\$24.3923	\$25.1240	\$25.8778	\$26.6541	\$27.4537	\$28.2773	\$29.1256	\$29.9994
BC/BASIC											
Annual	\$50,918.99	\$52,381.55	\$53,887.99	\$55,438.62	\$57,037.80	\$58,683.93	\$60,379.44	\$62,125.82	\$63,924.58	\$65,777.17	\$67,685.62
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
Hourly	\$23.3146	\$23.9842	\$24.6740	\$25.3844	\$26.1162	\$26.8699	\$27.6463	\$28.4459	\$29.2695	\$30.1178	\$30.9916
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
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
Hourly	\$23.8103	\$24.4800	\$25.1698	\$25.8802	\$26.6120	\$27.3657	\$28.1421	\$28.9417	\$29.7653	\$30.6134	\$31.4872
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
Weekly	\$1,020.86	\$1,046.98	\$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
Hourly	\$24.3061	\$24.9758	\$25.6656	\$26.3760	\$27.1078	\$27.8615	\$28.6378	\$29.4375	\$30.2611	\$31.1095	\$31.9833

*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		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	13th	14th	15th
ENTRY		Anniv	Anniv	Anniv	Anniv	Anniv	Anniv	Anniv	Anniv	Anniv	Anniv	Anniv	Anniv	Anniv	Anniv	Anniv
PRIVATE	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	\$49,089.49
	Weekly	\$624.11	\$642.84	\$662.12	\$681.99	\$702.45	\$723.52	\$745.22	\$767.58	\$790.61	\$814.33	\$838.78	\$863.92	\$889.84	\$916.53	\$944.03
	Hourly	\$14.8599	\$15.3057	\$15.7646	\$16.2378	\$16.7249	\$17.2267	\$17.7435	\$18.2758	\$18.8240	\$19.3867	\$19.9704	\$20.5695	\$21.1866	\$21.8222	\$22.4769
PVTBASIC	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	\$51,299.54
	Weekly	\$666.62	\$685.34	\$704.63	\$724.49	\$744.95	\$766.02	\$787.73	\$810.09	\$833.11	\$856.63	\$881.26	\$906.42	\$932.34	\$959.04	\$986.53
	Hourly	\$15.8719	\$16.3177	\$16.7768	\$17.2498	\$17.7369	\$18.2367	\$18.7555	\$19.2878	\$19.8360	\$20.4008	\$20.9824	\$21.5815	\$22.1985	\$22.8342	\$23.4898
PVTINTERMEDIATE	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	\$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	\$1,007.77
	Hourly	\$16.3776	\$16.8234	\$17.2825	\$17.7595	\$18.2426	\$18.7444	\$19.2612	\$19.7935	\$20.3418	\$20.9065	\$21.4981	\$22.0872	\$22.7043	\$23.3397	\$23.9946
PVTPARAMEDIC	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	\$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	\$1,029.01
	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	\$24.5002
LIEUTENANTS	Annual	\$39,097.95	\$40,270.89	\$41,479.02	\$42,723.39	\$44,005.09	\$45,326.24	\$46,685.00	\$48,085.55	\$49,528.12	\$51,013.96	\$52,544.38	\$54,120.71	\$55,743.33	\$57,413.33	\$59,131.33
	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	\$1,072.01	\$1,104.51	\$1,138.29
	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	\$25.5239	\$26.2895	\$27.0779
LTBASIC	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	\$51,736.36	\$53,224.20	\$54,754.49	\$56,330.47	\$57,953.89	\$59,625.29	\$61,345.51
	Weekly	\$794.39	\$816.94	\$840.18	\$864.11	\$888.76	\$914.14	\$940.29	\$967.23	\$994.97	\$1,023.64	\$1,052.97	\$1,083.28	\$1,114.51	\$1,146.51	\$1,179.29
	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	\$26.5359	\$27.3015	\$28.0899

LT/INTERMEDIATE		Annual	\$42,412.66	\$43,585.60	\$44,793.72	\$46,038.09	\$47,319.60	\$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	\$47,142.66	\$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	\$869.42	\$892.66	\$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	\$21.5654	\$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	\$60,048.59	\$60,048.58	\$61,850.04
		Weekly	\$834.24	\$869.27	\$895.04	\$911.59	\$938.94	\$967.11	\$996.12	\$1,026.01	\$1,056.79	\$1,088.49	\$1,121.15	\$1,154.76	\$1,154.78	\$1,186.42
		Hourly	\$19.8628	\$20.4587	\$21.0725	\$21.7046	\$22.3558	\$23.0264	\$23.7172	\$24.4287	\$25.1616	\$25.9165	\$26.6940	\$27.4946	\$27.4946	\$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	\$28.5066	\$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	\$27.1860	\$27.9399	\$28.7173	\$29.5181	\$29.5181	\$30.3430

BATTALION 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	\$68,833.97
Weekly	\$956.29	\$994.98	\$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	\$1,323.73	\$1,363.18	\$1,403.71
Hourly	\$22,7688	\$23,4519	\$24,1555	\$24,8601	\$25,6265	\$26,3953	\$27,1872	\$28,0028	\$28,8429	\$29,7082	\$30,5994	\$31,5174	\$32,4529	\$33,4069
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	\$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	\$1,289.24	\$1,325.69	\$1,362.68	\$1,400.23	\$1,438.37
Hourly	\$23,7808	\$24,4639	\$25,1675	\$25,8921	\$26,6385	\$27,4073	\$28,1992	\$29,0148	\$29,8549	\$30,7201	\$31,6114	\$32,5293	\$33,4649	\$34,4189
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	\$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	\$1,387.47	\$1,426.15	\$1,465.00
Hourly	\$24,2866	\$24,9666	\$25,6732	\$26,3978	\$27,1442	\$27,9130	\$28,7049	\$29,5205	\$30,3606	\$31,2257	\$32,1171	\$33,0350	\$33,9795	\$34,9509
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	\$73,252.77
Weekly	\$1,041.27	\$1,069.96	\$1,099.51	\$1,129.95	\$1,161.30	\$1,193.59	\$1,226.83	\$1,261.10	\$1,296.36	\$1,332.72	\$1,370.15	\$1,408.71	\$1,447.43	\$1,486.34
Hourly	\$24,7823	\$25,4753	\$26,1789	\$26,9035	\$27,6499	\$28,4187	\$29,2106	\$30,0262	\$30,8663	\$31,7315	\$32,6227	\$33,5405	\$34,4851	\$35,4569

*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	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	13th
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
	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
	Hourly	\$15.1571	\$16.6118	\$16.0801	\$16.5625	\$17.0594	\$17.5712	\$18.0983	\$18.6413	\$19.2005	\$19.7765	\$20.3698	\$20.9809	\$21.6103
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
	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
	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
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
	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	\$972.55
	Hourly	\$16.7051	\$17.1598	\$17.6282	\$18.1106	\$18.6075	\$19.1193	\$19.6464	\$20.1893	\$20.7486	\$21.3246	\$21.9179	\$22.5280	\$23.1584
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
	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
	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
LIEUTENANTS	Annual	\$39,879.91	\$41,076.31	\$42,308.60	\$43,577.86	\$44,886.19	\$46,231.75	\$47,618.70	\$49,047.26	\$50,518.68	\$52,034.24	\$53,595.27	\$55,203.13	\$56,859.22
	Weekly	\$768.92	\$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	\$1,093.45
	Hourly	\$18.2800	\$18.8078	\$19.3721	\$19.9532	\$20.5518	\$21.1684	\$21.8034	\$22.4575	\$23.1313	\$23.8252	\$24.5400	\$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	\$59,113.55
	Weekly	\$810.28	\$833.28	\$856.98	\$881.29	\$906.53	\$932.43	\$958.10	\$984.57	\$1,011.87	\$1,040.01	\$1,074.03	\$1,104.94	\$1,136.80
	Hourly	\$19.2923	\$19.8401	\$20.4043	\$20.9659	\$21.5641	\$22.2006	\$22.8357	\$23.4698	\$24.1035	\$24.8575	\$25.5722	\$26.3082	\$27.0666

LT/INTERMEDIATE	
Annual	\$43,260.91
Weekly	\$851.94
Hourly	\$19.8081
Annual	\$44,457.31
Weekly	\$864.95
Hourly	\$20.3559
Annual	\$45,699.60
Weekly	\$897.65
Hourly	\$20.9201
Annual	\$46,959.86
Weekly	\$924.05
Hourly	\$21.5013
Annual	\$48,265.19
Weekly	\$954.09
Hourly	\$22.7165
Annual	\$49,612.75
Weekly	\$990.76
Hourly	\$23.3515
Annual	\$50,999.70
Weekly	\$1,008.24
Hourly	\$24.0056
Annual	\$53,999.68
Weekly	\$1,036.53
Hourly	\$24.6793
Annual	\$55,415.24
Weekly	\$1,065.58
Hourly	\$25.3733
Annual	\$56,976.33
Weekly	\$1,095.70
Hourly	\$26.0881
Annual	\$58,594.24
Weekly	\$1,126.62
Hourly	\$26.8243
Annual	\$59,844.24
Weekly	\$1,158.47
Hourly	\$27.5925

LT/PARAMEDIC	
Annual	\$44,387.47
Weekly	\$863.61
Hourly	\$20.3239
Annual	\$45,593.86
Weekly	\$896.61
Hourly	\$20.8717
Annual	\$46,816.15
Weekly	\$900.31
Hourly	\$21.4360
Annual	\$48,085.41
Weekly	\$924.72
Hourly	\$22.0171
Annual	\$49,392.75
Weekly	\$949.86
Hourly	\$22.6157
Annual	\$50,739.30
Weekly	\$975.76
Hourly	\$23.2323
Annual	\$52,126.26
Weekly	\$1,002.43
Hourly	\$23.8673
Annual	\$53,554.82
Weekly	\$1,029.90
Hourly	\$24.5214
Annual	\$55,026.23
Weekly	\$1,056.20
Hourly	\$25.1952
Annual	\$56,541.79
Weekly	\$1,087.34
Hourly	\$25.6891
Annual	\$58,102.67
Weekly	\$1,117.36
Hourly	\$26.6038
Annual	\$59,710.56
Weekly	\$1,148.28
Hourly	\$27.3400
Annual	\$59,710.56
Weekly	\$1,148.28
Hourly	\$27.3400
Annual	\$61,366.71
Weekly	\$1,180.13
Hourly	\$28.0983

CAPTAINS	
Annual	\$44,247.98
Weekly	\$860.92
Hourly	\$20.2601
Annual	\$45,575.42
Weekly	\$876.45
Hourly	\$20.8679
Annual	\$46,942.68
Weekly	\$902.74
Hourly	\$21.4539
Annual	\$48,350.97
Weekly	\$957.72
Hourly	\$22.1387
Annual	\$49,801.49
Weekly	\$986.45
Hourly	\$23.4870
Annual	\$51,295.54
Weekly	\$998.45
Hourly	\$24.1916
Annual	\$52,834.41
Weekly	\$1,016.05
Hourly	\$24.9173
Annual	\$54,419.44
Weekly	\$1,046.53
Hourly	\$25.6648
Annual	\$56,052.02
Weekly	\$1,077.92
Hourly	\$26.4348
Annual	\$57,733.58
Weekly	\$1,110.26
Hourly	\$27.2278
Annual	\$59,465.59
Weekly	\$1,143.57
Hourly	\$28.0447
Annual	\$61,249.56
Weekly	\$1,177.88
Hourly	\$28.0447
Annual	\$63,087.04
Weekly	\$1,213.21
Hourly	\$28.8950

CAPTBASIC	
Annual	\$46,502.43
Weekly	\$894.28
Hourly	\$21.2923
Annual	\$47,829.87
Weekly	\$919.81
Hourly	\$21.9001
Annual	\$49,197.13
Weekly	\$946.10
Hourly	\$22.5562
Annual	\$50,605.41
Weekly	\$973.18
Hourly	\$23.1710
Annual	\$52,055.94
Weekly	\$1,001.08
Hourly	\$23.8351
Annual	\$53,549.99
Weekly	\$1,029.81
Hourly	\$24.5192
Annual	\$55,088.85
Weekly	\$1,059.40
Hourly	\$25.2238
Annual	\$56,673.86
Weekly	\$1,089.88
Hourly	\$26.6971
Annual	\$58,306.47
Weekly	\$1,121.28
Hourly	\$27.4670
Annual	\$59,988.03
Weekly	\$1,153.62
Hourly	\$28.2600
Annual	\$63,504.01
Weekly	\$1,221.23
Hourly	\$29.0769
Annual	\$65,504.01
Weekly	\$1,256.56
Hourly	\$29.9182

CAPT/INTERMEDIATE	
Annual	\$47,628.98
Weekly	\$915.94
Hourly	\$21.8081
Annual	\$48,956.42
Weekly	\$941.47
Hourly	\$22.4159
Annual	\$50,323.66
Weekly	\$967.76
Hourly	\$23.0420
Annual	\$51,731.96
Weekly	\$994.85
Hourly	\$23.6968
Annual	\$53,182.49
Weekly	\$1,022.74
Hourly	\$24.3510
Annual	\$54,676.54
Weekly	\$1,051.47
Hourly	\$25.0350
Annual	\$56,215.40
Weekly	\$1,081.07
Hourly	\$25.7997
Annual	\$57,800.44
Weekly	\$1,111.55
Hourly	\$26.4654
Annual	\$59,433.02
Weekly	\$1,142.94
Hourly	\$27.2129
Annual	\$61,114.58
Weekly	\$1,175.28
Hourly	\$27.9829
Annual	\$62,846.64
Weekly	\$1,208.59
Hourly	\$28.7759
Annual	\$64,630.62
Weekly	\$1,242.90
Hourly	\$29.5928
Annual	\$64,630.62
Weekly	\$1,242.90
Hourly	\$29.5928
Annual	\$66,467.97
Weekly	\$1,278.23
Hourly	\$30.4941

CAPT/PARAMEDIC	
Annual	\$48,755.54
Weekly	\$937.61
Hourly	\$22.3240
Annual	\$50,082.98
Weekly	\$963.13
Hourly	\$22.9318
Annual	\$51,450.24
Weekly	\$989.43
Hourly	\$23.5578
Annual	\$52,858.52
Weekly	\$1,016.51
Hourly	\$24.2026
Annual	\$54,309.05
Weekly	\$1,044.40
Hourly	\$24.8668
Annual	\$55,803.09
Weekly	\$1,073.14
Hourly	\$25.5509
Annual	\$57,341.96
Weekly	\$1,102.73
Hourly	\$26.2555
Annual	\$58,928.99
Weekly	\$1,133.21
Hourly	\$26.9812
Annual	\$60,559.58
Weekly	\$1,164.61
Hourly	\$27.7287
Annual	\$62,241.14
Weekly	\$1,196.94
Hourly	\$28.4987
Annual	\$63,972.96
Weekly	\$1,230.25
Hourly	\$29.2917
Annual	\$65,756.91
Weekly	\$1,264.56
Hourly	\$30.1065
Annual	\$65,756.91
Weekly	\$1,264.56
Hourly	\$30.1065
Annual	\$67,594.39
Weekly	\$1,299.89
Hourly	\$30.9498

[illegible]

Fire Prevention Officer Wage Chart

January 1, 2009 - November 30, 2009

ENTRY	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	13th
Annual	\$44,610.60	\$45,948.97	\$47,237.10	\$48,748.91	\$50,209.32	\$51,715.80	\$53,267.07	\$54,865.08	\$56,511.03	\$58,206.36	\$59,952.55	\$61,751.13	\$63,602.55
Weekly	\$892.00	\$919.33	\$944.74	\$974.98	\$1004.88	\$1034.31	\$1064.42	\$1094.88	\$1124.81	\$1154.92	\$1185.23	\$1215.82	\$1246.66
Hourly	\$22.8772	\$23.5938	\$24.2703	\$24.9884	\$25.7464	\$26.5508	\$27.3164	\$28.1359	\$28.9800	\$29.8494	\$30.7449	\$31.6672	\$32.6139

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

ENTRY	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	13th
Annual	\$45,502.81	\$46,867.95	\$48,273.64	\$49,721.65	\$51,213.51	\$52,749.91	\$54,332.41	\$55,962.38	\$57,641.25	\$59,370.48	\$61,151.61	\$62,986.15	\$64,866.55
Weekly	\$910.05	\$937.31	\$964.59	\$991.88	\$1019.19	\$1046.50	\$1073.81	\$1101.06	\$1128.27	\$1155.51	\$1182.77	\$1210.15	\$1237.65
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	\$33.2692

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

ENTRY	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	13th
Annual	\$46,412.87	\$47,805.31	\$49,238.12	\$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	\$66,173.04
Weekly	\$928.26	\$956.11	\$983.95	\$1011.81	\$1039.68	\$1067.56	\$1095.45	\$1123.35	\$1151.26	\$1179.18	\$1207.11	\$1235.06	\$1263.02
Hourly	\$23.8015	\$24.5155	\$25.2508	\$26.0084	\$26.7886	\$27.5923	\$28.4200	\$29.2728	\$30.1508	\$31.0553	\$31.9870	\$32.9466	\$33.9352

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

ENTRY	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	13th
Annual	\$47,341.13	\$48,761.42	\$50,223.80	\$51,730.61	\$53,282.53	\$54,881.01	\$56,527.44	\$58,219.26	\$59,960.96	\$61,769.06	\$63,642.13	\$65,580.79	\$67,587.11
Weekly	\$946.82	\$971.72	\$996.59	\$1021.52	\$1046.56	\$1071.68	\$1096.88	\$1122.15	\$1147.48	\$1172.87	\$1198.31	\$1223.80	\$1249.34
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	\$34.6139

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

ENTRY	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	13th
Annual	\$47,341.13	\$48,761.42	\$50,223.80	\$51,730.61	\$53,282.53	\$54,881.01	\$56,527.44	\$58,219.26	\$59,960.96	\$61,769.06	\$63,642.13	\$65,580.79	\$67,587.11
Weekly	\$946.82	\$971.72	\$996.59	\$1021.52	\$1046.56	\$1071.68	\$1096.88	\$1122.15	\$1147.48	\$1172.87	\$1198.31	\$1223.80	\$1249.34
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	\$34.6139

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

ENTRY	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	13th
Annual	\$47,341.13	\$48,761.42	\$50,223.80	\$51,730.61	\$53,282.53	\$54,881.01	\$56,527.44	\$58,219.26	\$59,960.96	\$61,769.06	\$63,642.13	\$65,580.79	\$67,587.11
Weekly	\$946.82	\$971.72	\$996.59	\$1021.52	\$1046.56	\$1071.68	\$1096.88	\$1122.15	\$1147.48	\$1172.87	\$1198.31	\$1223.80	\$1249.34
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	\$34.6139

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

ENTRY	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	13th
Annual	\$48,287.95	\$49,736.64	\$51,228.38	\$52,765.22	\$54,348.18	\$55,978.63	\$57,657.73	\$59,386.73	\$61,169.36	\$63,004.44	\$64,894.57	\$66,841.41	\$68,844.76
Weekly	\$967.19	\$994.91	\$1022.70	\$1050.62	\$1078.71	\$1106.96	\$1135.39	\$1163.91	\$1192.51	\$1221.11	\$1249.81	\$1278.51	\$1307.31
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	\$35.3062

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

ENTRY	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	13th
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	\$68,178.72	\$70,224.00
Weekly	\$985.09	\$1014.63	\$1044.27	\$1074.01	\$1103.85	\$1133.90	\$1164.14	\$1194.48	\$1224.91	\$1255.43	\$1286.04	\$1316.74	\$1347.54
Hourly	\$25.2583	\$26.0161	\$26.7964	\$27.6003	\$28.4283	\$29.2811	\$30.1586	\$31.0643	\$31.9983	\$32.9562	\$33.9448	\$34.9652	\$36.0123

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

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 10-01212014

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.