

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 01-01092017*

ORDERED, that the City Council hereby sets Tuesday, June 13, 2017 as the date for the Special Municipal Election to fill the Ward 4 vacant City Council seat.

Passage on 1/9/2017 5-0 (Councilor Burns absent).

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 02-01092017*

ORDERED, that the City Council hereby initiates an amendment to the 2010 Comprehensive Plan Future Land Use Map for the property located at 127 Hampshire Street (PID # 250-315) from High Density Neighborhood Conservation District (HDCD) to Neighborhood Business (NB) District and to initiate a Zoning Map Amendment for the property located at 127 Hampshire Street (PID # 250-315) from Multi-Family Urban (MFU) to Neighborhood Business (NB).

Passage on 1/9/2017 5-0 (Councilor Burns absent).

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 03-01092017*

ORDERED, that the City Council hereby appoints Mayor Jonathan LaBonté, City Councilor Robert Stone, and State Representative Bettyann Sheats to serve on the NNEPRA (Northern New England Passenger Rail Authority) Project Advisory Team.

Passage on 1/9/2017 5-0 (Councilor Burns absent).

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 04-01232017

ORDERED, that the City Council hereby appoint the following named persons be appointed to serve documents as Constables on behalf of the Auburn Police Department and Constable Process Servers within the City of Auburn for 2017:

Randall Burnham	Constable Process Server	Without Firearm	Re-appointment
Paul Carpentier	Constable Process Server	Without Firearm	Re-appointment
Francis Carignan	Constable Process Server	Without Firearm	Re-appointment
Steven Chouinard	Constable Process Server	Without Firearm	Re-appointment
Harry Gorman	Civil Process Only	Without Firearm	Re-appointment
Claire Barclay	Civil Process Only	Without Firearm	Re-appointment
Kenneth Edgerly	Civil Process Only	Without Firearm	Re-appointment
Klinger, Charity	Constable Process Server	Without Firearm	Re-appointment
Jerry Webster	Civil Process Only	Without Firearm	Re-appointment
Glenn Garry	Civil Process Only	Without Firearm	Re-appointment
Carol Theriault	Civil Process Only	Without Firearm	Re-appointment
Amanda Tierney	Civil Process Only	Without Firearm	Re-appointment

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



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

Jonathan P. LaBonte, Mayor

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 05-01232017

ORDERED, that the City Council hereby adopts the Tax Acquired Property Policy as amended.

A TRUE COPY

ATTEST _____
Susan Clements-Dallaire, City Clerk

Passage on 1/23/2017 6-0.

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER: 06-02062017

ORDERED, that the City Council hereby authorizes the Acting City Manager to execute a contract with The Malloy Firm to provide legal services for the City of Auburn on a contract basis for 3 years beginning February 14th, 2017.

Passage on February 13, 2017 6-0.

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 07-02062017

ORDERED, that the City Council hereby approves the request for a Liquor License (Class III & IV Vinous and Malt) for Mac's Downeast Seafood, located at 894 Minot Avenue.

Passage on February 6, 2017 6-0.

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 07-02272017

ORDERED, that the City Council hereby accepts the resignation of the Assistant City Manager, Denis D'Auteuil, with his last day being Friday, March 24, 2017.

Passage on February 27, 2017 5-0 (Councilor Stone absent).

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 08-02272017

ORDERED, that the City Council hereby appoints John Bubier as Acting City Manager.

Passage on February 27, 2017 5-0 (Councilor Stone absent).

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 09-02272017

ORDERED, that the City Council hereby authorizes the Acting City Manager to execute the Collective Bargaining Agreement with M.S.E.A. (Maine State Employees Association) Local 1989 for July 1, 2016 through June 30, 2019.

Passage on February 27, 2017 5-0 (Councilor Stone absent).

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 10-02272017

ORDERED, that the City Council hereby appoints the following board and committee members as nominated by the Appointment Committee on 02/06/2017;

Board or Committee	Term Exp. Date	Name
Airport Board	01/01/2020	Bettyann Sheats (re-appointment)

Passage on February 27, 2017 5-0 (Councilor Stone absent).

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 11-02272017

ORDERED, that the City Council hereby appoints the following board and committee members as nominated by the Appointment Committee on 02/06/2017;

Board or Committee	Term Exp. Date	Name
Auburn-Lewiston Advisory Cable TV Committee	TBD by the committee as outlined in their newly adopted bylaws	Linda Wooten (new appointment)

Passage on February 27, 2017 5-0 (Councilor Stone absent).

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 12-02272017

ORDERED, that the City Council hereby appoints the following board and committee members as nominated by the Appointment Committee on 02/06/2017;

Board or Committee	Term Exp. Date	Name
CDBG Loan Committee	10/01/2017	Dana Bonenfant

Passage on February 27, 2017 5-0 (Councilor Stone absent).

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 13-02272017

ORDERED, that the City Council hereby appoints the following board and committee members as nominated by the Appointment Committee on 02/06/2017;

Board or Committee	Term Exp. Date	Name
Ethics Committee	01/01/2020	James Ayotte (new appointment)

Passage on February 27, 2017 5-0 (Councilor Stone absent).

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 14-02272017

ORDERED, that the City Council hereby appoints the following board and committee members as nominated by the Appointment Committee on 02/06/2017;

Board or Committee	Term Exp. Date	Name
Parks and Recreation Advisory Board	10/01/2018	Suzanne Roy (Ward 1)-New Appointment

Passage on February 27, 2017 5-0 (Councilor Stone absent).

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 15-02272017

ORDERED, that the City Council hereby appoints the following board and committee members as nominated by the Appointment Committee on 02/06/2017;

Board or Committee	Term Exp. Date	Name
Planning Board	01/01/2020	Full members, all re-appointments:
	01/01/2020	Nathan Hamlyn
	01/01/2020	Marc Tardif
	01/01/2020	Mia Poliquin Pross
	01/01/2020	Sam Scogin
	01/01/2020	Christopher Lewis
	01/01/2020	Dustin Boutin

Passage on February 27, 2017 4-0-1 (Councilor Stone absent, Councilor Pross abstained).

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



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

Jonathan P. LaBonte, Mayor

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 16-02272017

ORDERED, that the City Council hereby appoints the following board and committee members as nominated by the Appointment Committee on 02/06/2017;

Board or Committee	Term Exp. Date	Name
Auburn Sewer District	03/01/2021	Raymond Fortier (re-appointment)

Passage on February 27, 2017 5-0 (Councilor Stone absent).

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 17-02272017

ORDERED, that the City Council hereby appoints the following board and committee members as nominated by the Appointment Committee on 02/06/2017;

Board or Committee	Term Exp. Date	Name
Zoning Board of Appeals (Full member)	10/01/2019	Joel Simons (new appointment)

Passage on February 27, 2017 5-0 (Councilor Stone absent).

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 18-02272017

ORDERED, that the City Council hereby appoints the following board and committee members as nominated by the Appointment Committee on 02/06/2017;

Board or Committee	Term Exp. Date	Name
Auburn Water District	03/01/2021	Mary Sylvester (new appointment) Robert Cavanagh (re-appointment)
	03/01/2018	Dan Bilodeau (new appointment)

Passage on February 27, 2017 5-0 (Councilor Stone absent).

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 19-02272017

ORDERED, that the City Council hereby appoints _____ to serve on the Auburn Housing Authority with a term expiration date of 10/01/2021.

Feb. 27, 2017 this item Postponed until 3/6/2017, 5-0 (Councilor Stone absent).

March 6, 2017, postponed to a date uncertain, 4-1 (Councilor Burns opposed, Councilor Stone absent).

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 20-03062017

ORDERED, that the City Council hereby approves the request to place temporary signs for the Park Avenue Elementary School's 2017 annual Spring Fest event at the locations listed below as long as their placement does not affect sight distance for streets or adjacent driveways. The signs will be placed the week before the April 8, 2017 event and removed the day after the event (April 9, 2017).

- Park Ave & Court Street
- Park Ave, entrance to school
- Park Ave & Lake Street
- Turner Street & Union Street bypass
- Center Street & Lake Auburn Ave
- Center Street, North & South bound before bridge
- Turner Street Circle near Goodwill
- Turner Street & Mount Auburn Ave
- Court Street & Lake Street
- Minot Ave near Fairview School
- Fairview Ave & Court Street
- Center island out front of AMS

Passage on March 6, 2017 5-0 (Councilor Stone absent).

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 21-03062017

ORDERED, that the City Council hereby accepts and places on file the Annual City Audit for Fiscal Year ending June 30, 2016.

Passage on March 6, 2017 5-0 (Councilor Stone absent).

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 22-03062017

ORDERED, that the City Council hereby **Reallocates Unspent Proceeds from the City's General Obligation Bonds**.

WHEREAS, the City of Auburn issued General Obligation Bonds in various amounts for various projects; and

WHEREAS, there remain unspent proceeds of the Bonds borrowed for multiple capital improvements, \$42,000 of which excess proceeds the City Council desires to reappropriate and reallocate to be used for the **renovation of the Parks Garage for a Senior Center**.

NOW, THEREFORE, by the City Council of the City of Auburn, be it hereby ORDERED:

THAT the excess proceeds of the Bonds, in the amount of \$42,000 be and hereby are appropriated from the amount borrowed as part of various Bonds to finance the costs of the project listed above.

THAT the City's Finance Director / Treasurer be, and hereby is, authorized and empowered in the name and on behalf of the City, to do or cause to be done all such acts and things, and to execute and deliver, all such financing documents, certificates, and other documents as may be necessary or advisable, with the advice of counsel for the City, to carry out the provisions of this Order, as may be necessary or desirable.

A Public Notice describing the repurposing of these Bond proceeds borrowed for Various Projects to the list above was published on or before March 6, 2017, in the Lewiston Sun-Journal, a daily newspaper published in the City of Auburn and in Androscoggin County.

A public hearing was held on March 20, 2016.

**Passage of first reading on 03/06/2017 5-0
(Councilor Stone absent).**

Passage of second reading on 03/20/2017 6-0.

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 23-03062017

ORDERED, that the City Council hereby approves (pending authorization from the Secretary of State's Office) the consolidation of voting places for the June 13, 2017 Election. All voting for this election will be held at Auburn Hall, located at 60 Court Street in Auburn.

Failed on March 6, 2017 1-4 (Councilors Pross, Titus, Walker, and Burns opposed, and Councilor Stone absent).

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 24-03132017

ORDERED, that the City Council hereby authorizes the Mayor to sign a contract appointing Peter J. Crichton as City Manager, effective April 10, 2017.

Passage on 3/13/2017 5-0 (Councilor Stone absent).

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 25-03202017

ORDERED, that the City Council hereby authorizes the Auburn Business Association to place temporary signs to promote the Auburn Citizen of the Year Event to be held on May 4, 2017 so long as their placement does not affect sight distance for streets or adjacent driveways. .

The signs are to be installed on Center Street (in front of Better Homes & Gardens Realty), on Minot Avenue (at Androscoggin Bank), and in New Auburn by April 3, 2017 and removed one week after the event.

Passage on 3/20/2017 6-0.

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 26-03202017

ORDERED, that the City Council hereby approves the request by New Auburn Little League to waive the Food Service Establishment/On or Off Premise license fee of \$150.00 for Sherwood Heights and Pulsifer Park facilities for the 2017 season.

Passage on 3/20/2017 5-1 (Councilor Pross opposed).

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 27-03202017

ORDERED, that the City Council hereby adopts the attached Disposition of City Owned Real Estate Policy.

Passage on 3-20-2017 6-0.



Review and Disposition of City Property for Redevelopment Purposes

Article 1. Purpose

The purpose of this guideline is to establish a procedure for the review and disposition of real property to promote economic and community development goals and increase the City's tax base. It is in the City's and the residents' best interest to have a clear policy with respect to the disposal of property and to have that property disposed of efficiently as possible in order to:

- Return City owned properties to the tax rolls and grow value;
- Create a competitive market for key properties and promote development in accordance with City goals;
- Reduce the opportunity for neighborhood blight by not having buildings or lots sit vacant and unattended, thus potentially becoming an eyesore and a target for vandalism;
- Preserve neighborhoods by having properties sold in a timely manner, thus reducing the likelihood of deterioration or becoming dilapidated.

Article 2. Administration – Project Review Committee

Section 2.1 Responsibility for Review. With the passage of this policy the Tax Acquired Property Committee (TAPC) will add the discussion of City Owned Parcels to their agenda and provide recommendations regarding which parcels should be marketed for development RFP, general listing with a broker or retained for City or other purposes.

Section 2.2 Committee Composition. The TAPC includes representatives from most City Departments.

Section 2.3 Meetings. The Committee will meet as often as necessary to carry out the duties and responsibilities set forth in this policy.

Article 3. Duties and Responsibilities of the Review

Section 3.1 Review of Properties. The Economic and Community Development Department shall prepare a list of City owned property annually and from time to time as parcels become available, for review and notify the TAPC as needed. All City Properties will be included on the initial list and the review should consider developed and undeveloped lots or a portion of lots if partly developed for public use. Tax acquired properties may be referred to this process if the Council has determined a



City of Auburn, Maine

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

parcel to be ready for resale. Priority will be given initially to lots within the Downtown, New Auburn and Union Street CDBG Target Areas and then expanded to include other areas of the City.

Section 3.3 Department Reviews. Attendance at the TAPC meeting is mandatory. Each required Department must provide a representative for TAPC meetings and make arrangements for an alternate if the primary representative is unavailable.

When reviewing properties the TAPC shall make a recommendation and at a minimum determine whether the City should: (1) retain the property for public use, (2) sell the property (RFP or Broker), (3) retain the property temporarily for future resale or public use.

The following should be considered in forming a recommendation:

- the property is either unfit or unnecessary for City use;
- Comprehensive Plan or other City Plan recommendations for the area;
- the City wishes to retain ownership for municipal purposes;
- the property is adjacent to publicly owned land;
- there are buildings on the property that should be demolished;
- there are environmental liabilities or hazards present on the site
- the property has investment or marketable value;
- there are uses that the property is suited for which meet the requirements of the City's zoning and land use ordinance;
- the status of the existing infrastructure

The TAPC may consider additional criteria in formulating its recommendation to the Manager and City Council regarding disposition of the property.

Section 3.5 Recommendations. The Economic and Community Development Department shall review the comments received from each department, compile a summary and forward a recommendation to the City Manager for appropriate action. It should be recognized that a title review and a review of any other restrictions on a particular parcel has a cost and may be delayed until after staff provides an initial



City of Auburn, Maine

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

recommendation and after the Council has expressed an interest in moving forward with a particular parcel. In addition the committee shall provide a quarterly report to the Council.

Article 4. Sale and Marketing of Properties. The City of Auburn intends to dispose of properties by the following methods.

Section 4.1 Sales. Depending on the type of property and its value, the City may use a variety of marketing methods, as indicated below. City Plans, goals, desired project types and property information should be included in the marketing materials. Sale price may have less weight than meeting city plans, goals, development plans and new value created. The City may donate or sell at less than market value if the proposal promotes substantial private investment and the creation of new taxable value in excess of the current property value or if it is determined by the Council to benefit the City to do so. Regardless of the method, the City reserves the right to accept or reject any proposal it receives.

- **Sealed Bids.** The City may offer properties for sale by sealed bid in conformance with the City charter and applicable statutes. This sale will be conducted by the City's Purchasing/Facilities Manager. The City retains the sole discretion to accept or reject any bid depending on whether the City determines a bid proposal meets the City's objectives.
- **Request for Proposals.** The City may solicit proposals using an RFP process. City plans, goals, property information and desired project types or elements should be included as goals/criteria in the RFP and scoring, based on meeting some or all of those goals/criteria may be used to determine the winning proposal. Sale price may have less weight than meeting city plans, goals, development plans and new value created.
- **Real Estate Broker Contract.** Vacant land, commercial, industrial, residential and multi-family residential properties which are determined to have investment or high sale value will be identified with a disclosure statement describing all property attributes. This disclosure statement will be obtained from the Assessing Department based on the available record and a field inspection when entry to the property can be obtained. The City may place these properties with a professional real estate broker to be marketed. If the properties are placed with a professional broker, they will be given a deadline within which to sell the property. If the property is not sold within that timeframe, thereafter if any broker produces a purchaser, which results in a sale, the broker will receive a commission.



City of Auburn, Maine

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

Section 4.2. Rejection of Bid or Purchase Offer. Nothing in this policy shall limit or modify the discretion of the City Manager or the City Council to reject any bid offer to purchase, should they deem it in the best interests of the City to do so. All properties must be sold for uses in keeping with the City's zoning ordinance or future City Plans. The City may place criteria or performance standards on the disposition of any property that meet or further the City's objectives.

The sale of property shall be subject to any additional terms and conditions of sale which the municipal officers may require and the City Attorney may reasonably advise.

Purchase and Sale Agreement as well as a Notice and Acknowledgement prepared by the City Attorney shall be entered into between the municipality and the successful bidder no later than 30 days from the date of the award of bid and upon successful completion of all terms of sale. Such agreements shall require the buyer to close in full on the property within thirty (30) days thereafter.

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 28-03202017

ORDERED, that the City Council hereby amends the City of Auburn 2010 Comprehensive Plan Future Land Use Map for the properties located at 121 Hampshire Street (PID # 250-316) and 127 Hampshire Street (PID # 250-315) from High Density Neighborhood Conservation (HDNC) to Neighborhood Business (NB).

**Passage of first reading on 3/20/2017
6-0. Passage of second reading on
4/3/2017 5-1 (Councilor Titus
opposed).**

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 29-04032017

ORDERED, that the City Council hereby sets the date for the School Budget Validation Referendum Election to be Tuesday, June 13, 2017.

Passage on 4/3/2017 6-0.

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 30-04032017

ORDERED, that the City Council hereby sets the time for opening the polls for the June 13, 2017 Election to be 7:00 A.M.

Passage on 4/3/2017 6-0.

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 31-04032017

ORDERED, that the City Council hereby directs City Staff to consult with the Planning Board and develop recommendations to increase the flexibility of the uses allowed in the Agricultural and Resource Protection District, which would allow existing large recreational users to undertake complimentary uses such as the sale of services, equipment, and supplies related to existing recreational uses, and to develop recommendations from the Planning Board for Council consideration.

Passage on 4/3/2017 6-0.

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 32-04242017

ORDERED, that the City Council hereby appoints Peter Crichton as alternate member of the Maine Municipal Association's Legislative Policy Committee.

Passage on 4/24/17 6-0.

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 33-04242017

ORDERED, that the City Council hereby approves the Special Amusement Permit for MVL, Inc., DBA, Tio Juan's Margaritas Mexican Restaurant located at 180 Center Street, Auburn, Maine.

Passage on 4/24/17 6-0.

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 34-05012017

ORDERED, that the City Council hereby confirms the appointment of City Manager, Peter Crichton, to the Lewiston-Auburn Transit Committee (LATC) with a term expiration of 01/01/2019.

Passage on 5/01/17 6-0.

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 35-05012017

ORDERED, that the City Council hereby approves the Special Amusement Permit and Liquor License for Mingjing Industrial Group Co. USA LLC, DBA, Prospect Hill Golf Course located at 694 South Main Street, Auburn, Maine.

Passage on 5/01/17 6-0.

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 36-05012017

ORDERED, that the City Council hereby authorizes the City Manager to execute the sale of the 26x40 foot parcel described on the attached map for the price of \$2,000.00.

Passage on 45/01/17 6-0.

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 37-05152017

ORDERED, that the City Council hereby approves the Liquor License for Jenny Zhao, Inc., DBA China Wok located at 730 Center Street, Auburn, Maine.

Passage on 5/15/2017 6-0.

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 38-05152017

ORDERED, that the City Council hereby adopts the 5 year Capital Improvement Plan, presented to the City Council and School Committee by the City Manager and School Superintendent on March 6, 2017.

Passage on 5/15/2017 5-1 (Councilor Pross opposed).

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 39-05152017

ORDERED, that the City Council hereby approves the FFY2017 CDBG and HOME Action Plan/Budget as recommended by the City Manager and the staff of the Economic and Community Development Department.

Passage on 5/15/2017 6-0.

James Pross, Ward One
Robert Stone, Ward Two
Andrew Titus, Ward Three
VACANT, Ward Four



Leroy Walker, Ward Five
Grady Burns, At Large
David Young, At Large

Jonathan LaBonte, Mayor

IN CITY COUNCIL

ORDER 40-05152017

Ordered that the Auburn City Council hereby adopts and approves the following School Budget articles for Fiscal Year 2017-2018

1. That \$16,591,502.00 be authorized to be expended for Regular Instruction;
2. That \$ 9,384,055.00 be authorized to be expended for Special Education;
3. That \$-0- be authorized to be expended for Career and Technical Education;
4. That \$ 1,006,460.00 be authorized to be expended for Other Instruction;
5. That \$ 4,368,718.00 be authorized to be expended for Student and Staff Support;
6. That \$ 889,000.00 be authorized to be expended for System Administration;
7. That \$ 1,448,614.00 be authorized to be expended for School Administration;
8. That \$ 1,543,961.00 be authorized to be expended for Transportation and Buses;
9. That \$ 5,448,310.00 be authorized to be expended for Facilities Maintenance;
10. That \$ 641,791.00 be authorized to be expended for Debt Service and Other Commitments;
11. That \$ 433,044.00- be authorized to be expended for All Other Expenditures;
12. That \$ 41,322,411.00 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 \$16,165,086.00 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 \$1,798,436.00 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 or non-state-funded

portions of school construction 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 as described in the Essential Programs and Services Funding Act in accordance with Maine Revised Statutes, Title 20-a, section 15690 (2) ;

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 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 \$898,691.00 be raised and appropriated in additional local funds for school purposes under the Maine Revised Statutes, Title 20-A, §15690 (3);

Explanation: *The additional local funds are those locally raised funds over and above the city's local 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 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 \$40,313,757.00 for the fiscal year beginning July 1, 2017 and ending June 30, 2018 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 \$394,714.00 for adult education and raise \$190,404.00 as the local share, with authorization to expend any additional incidental or miscellaneous receipts in the interest and for the well-being of the adult education program;

17. That the City of Auburn raise and appropriate \$38,330.00 for the services of Community Services-Crossing Guards.

18. That in addition to amounts 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;

19. In the event that Auburn School Department receives more state education subsidy than the amount included in its budget, the School Committee shall be authorized to use the additional state education subsidy to decrease the local cost share expectation, as defined in Title 20A, section 15671A(1)(B), for local property taxpayers for funding public education as approved by city.

Recommended: Tax relief 100%

A TRUE COPY

ATTEST _____
Susan Clements-Dallaire, City Clerk

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 41-06052017

ORDERED, that the City Council hereby appoints the following individuals as Wardens and Ward Clerks for the June 13, 2017 Election.

David Foster – Warden
Levi Gervais – Warden
Wanda Brown – Warden
Audrey Murphy - Warden

Lorraine Boilard - Ward Clerk
Christine Sirois - Ward Clerk
Norman Simard - Ward Clerk
Alice Dill - Ward Clerk
Robert Hayes – Ward Clerk

Passage on 6/5/2017 5-0-1 (Councilor Young absent).

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 42-06052017

ORDERED, that the City Council hereby orders parcel # 143-013, located on Omni Circle, to be eligible for sale by the Lewiston-Auburn Airport Board as a developable lot as approved by the Auburn Planning Board at their May 9, 2017 meeting.

Passage on 6/5/2017 5-0-1 (Councilor Young absent).

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 43-06052017

ORDERED, that the City Council hereby adopts the attached 911 fund balance policy.

Passage on 6/5/2017 5-0-1 (Councilor Young absent).

Lewiston-Auburn 911 Committee

General Fund - Fund Balance Policy

Policy Purpose

The purpose of this policy is to establish a target level of fund balance for the 911 Committee's (The Committee) general fund and to establish a process and criteria for the continued evaluation of that target level as conditions warrant. This policy shall also establish a process for reaching and or maintaining the targeted level of fund balance and the priority for the use of resources in excess of the target. Finally, this policy shall provide a mechanism for monitoring and reporting the Committee's general fund balance. This policy applies only to the general fund.

Definitions and Classifications

Fund Balance is a term used to describe the net assets of governmental funds. It is calculated as the difference between the assets and liabilities reported in a governmental fund.

Governmental fund balance is reported in five classifications that comprise a hierarchy based primarily on the extent to which the Committee is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. The five classifications of fund balance applicable to the general fund are defined as follows.

Restricted Fund Balance Components:

- *Non-spendable* – resources which cannot be spent because they are either a) not in spendable form; or b) legally or contractually required to be maintained intact.
- *Restricted* – resources with constraints placed on the use of resources which are either a) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or b) imposed by law through constitutional provisions or enabling legislation.

Unrestricted Fund Balance Components:

- *Committed* – resources which are subject to limitations the Committee imposes upon itself at its highest level of decision making (City Councils of Lewiston and Auburn) and that remain binding unless removed in the same manner.
- *Assigned* – resources neither restricted nor committed for which the Committee has a stated intended use as established by the 911 Committee Board or official (management) to which the Committee has delegated the authority to assign amounts for specific purposes.
- *Unassigned* – resources which cannot be properly classified in one of the other four categories. The General Fund should be the only fund that reports a positive unassigned fund balance amount.

Background and Considerations

Fund balance is intended to serve as a measure of financial resources in a governmental fund. The Committee's management, credit rating agencies, and others monitor the levels of fund balance in the general fund as an important indicator of the Committee's economic condition. While credit agencies have always analyzed fund balance as part of their evaluation of credit-worthiness, increased attention has been focused on determining sufficient levels because of recent events in the credit markets.

In establishing an appropriate level of fund balance the Committee has considered the following factors:

- Property Tax Base
- Non-property Tax Revenues
- Debt Profile
- Liquidity
- Budget Management
- Future Uses
- Capital Replacement
- Emergency Response

Fund Balance Policy

It is the policy of the Lewiston-Auburn 911 Committee to maintain a minimum unassigned fund balance in the general fund of 6% of general fund expenditures measured on a General Accepted Accounting Principles (GAAP) basis. In the event that the unassigned fund balance drops below this minimum level, the Committee will develop a plan, implemented through the annual budgetary process, to bring the balance back to the target level over a period of no more than three (3) fiscal years. A super majority vote of five (5) affirmative votes will be required for the Committee to take action on an item that temporarily reduces fund balance below this minimum target level. In no instance shall the unassigned fund balance in the general fund fall below 3% of general fund expenditures for greater than a continuous two (2) fiscal year period.

Amounts in excess of the targeted maximum of 10% of general fund expenditures measured on a GAAP basis shall be used for capital improvements or other one-time expenditures as identified by the City Councils.

Amounts falling between the 6% floor and the 10% ceiling shall be used to fund one-time expenditures including capital items as specifically identified by the Committee in the next budgetary cycle or to meet an emergency replacement need.

If one or both of the City Councils take action, through appropriation resolve, to reduce the Committee's unassigned fund balance level to below 6%, Committee understands that the City Councils will take the necessary steps to incorporate a contingency at the city-level to provide for emergency funding needs, which may include but not be limited to unanticipated legal costs, emergency and/or unusual overtime expenses, and replacement of failed equipment.

The Treasurer shall report fund balance in the appropriate classifications and make the appropriate disclosures in the Committee's financial statements. Unless already classified as restricted or committed, the following balances shall be classified as assigned, as per GAAP or as a matter of policy. Additional amounts may be assigned by the Committee.

Encumbrances – Amounts encumbered at year-end by contract, including purchase order, or encumbered by some other means shall be classified as assigned.

Budget Appropriation – Amounts appropriated in the annual budget resolve, or in any supplemental budget resolves, for expenditures in an ensuing fiscal year shall be classified as assigned.

Self-insurance Balances – Accumulated reserves for future unemployment and workers compensation claims.

Compensated Absences – Actual accumulated employees' vacation and/or vested sick balances at the end of each fiscal year.

Committee action must be taken to establish the types of assignments prior to the fiscal year end for other items not listed above.

Policy Administration

Annually during the independent audit financial report presentation, the Treasurer shall report the Committee's fund balance and the classification of the various components in accordance with GAAP and this policy.

LA 911 shall annually provide a report to the Councils detailing its fund balance as of June 30th of the preceeding year and detailing any commitment or use of fund balance after that date.

Should the Committee fall below the minimum target level without City Council action referenced above, the 911 Director shall prepare a plan to restore the unassigned fund balance to the minimum target level prior to the ensuing fiscal year's budget adoption.

Should the Committee exceed the maximum target level, the 911 Director shall prepare a recommendation to utilize excess funds for capital improvements or other one-time expenditures and presented the plan in conjunction with the ensuing fiscal year's budget presentation to both the Committee and the City Councils.

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 44-06052017

ORDERED, that the City Council hereby approves the appointment of City Manager, Peter Crichton, as alternate member of the AVCOG (Androscoggin Valley Council of Governments) Executive Committee.

Passage on 6/5/2017 5-0-1 (Councilor Young absent).

James Pross, Ward One
 Robert Stone, Ward Two
 Andy Titus, Ward Three
 Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 45-06052017

ORDER - AUTHORIZING ISSUANCE OF GENERAL OBLIGATION BONDS AND A TAX LEVY THEREFOR

Be It Ordered by the Auburn City Council, following a public hearing duly called and held as required by Article 8, Section 8.13 of the Auburn City Charter, that there be and hereby is authorized the issuance and sale of the City's general obligation bonds and notes in anticipation thereof on either a taxable or a tax-exempt basis in the amount of \$7,400,000, the proceeds of which, including premium, if any, and investment earnings thereon, are hereby appropriated to finance the following capital equipment and capital improvements (including costs of issuance for the bonds), all constituting part of the City's FY18 Capital Improvement Program:

	Description	
Airport	Landside Parking Lot	\$ 325,000
Econ Dev & Planning	New Auburn Village Revitalization	\$ 300,000
Econ Dev & Planning	Dangerous Building Demolition	\$ 75,000
Econ Dev & Planning	Minot Ave/South Goff St-Engineering	\$ 125,000
Econ Dev & Planning	AG Economy Study	\$ 40,000
Electrical	Main St Underground Electrical Replacement	\$ 60,000
Electrical	Upgrade Street Lights-LED	\$ 155,000
Electrical	Traffic Signal Upgrades/Replacement	\$ 35,000
Facilities	Auburn Hall Chiller Replacement	\$ 214,000
Facilities	Hasty Kitchen Hood & Suppression System	\$ 20,000
Facilities	Public Works Roof Replacement	\$ 100,000
Facilities	Code Compliance Surveys-PW Garage, Central Fire	\$ 80,000
Fire	Engine 5 Generator	\$ 32,000
IT	Upgrade Operating Systems	\$ 200,000
IT	GIS Flyover	\$ 40,000
LA911	Radio Replacement Project	\$ 535,000
Police	Vehicle Replacement	\$ 250,000
Engineering	Reconstruction	\$ 800,000
Engineering	Reclamation/Resurfacing	\$ 1,000,000
Engineering	Major Drainage	\$ 300,000
Engineering	MDOT Match	\$ 500,000
Engineering	Sidewalks	\$ 100,000
Public Works	7 Yard Plow Trucks	\$ 386,000
Public Works	One Ton Trucks	\$ 130,000
Public Works	Pickups	\$ 120,000
Public Works	Multi Use Tractor	\$ 150,000
School Department	School Department	\$ 1,300,000
Administration	Contingency	\$ 28,000
TOTAL CIP		\$ 7,400,000

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

THAT the bonds and notes authorized hereunder shall be signed by the City's Finance Director and its Treasurer, attested by the City Clerk under the seal of the City. A tax levy is hereby provided for each fiscal year that the bonds authorized hereunder remain outstanding to meet the annual installments of principal and interest as may accrue in each respective year. The bonds and notes may be issued at one time or from time to time, either singly or in series, and the authority and discretion to fix method of sale, issue date, maturities, denominations, interest rate, place of payment, form and other details of said bonds and notes, and to take all other actions and to sign and deliver all other documents, certificates and agreements in order to provide for the sale thereof is hereby delegated to the City's Finance Director.

THAT in order to finance temporarily the projects described above, the Finance Director is authorized to expend up to \$7,500,000 either from available funds of the City or from the proceeds of bond anticipation notes which would be reimbursed or refinanced from bond proceeds.

THAT the bonds and notes authorized hereunder may be made subject to call for redemption, either with or without premium, on such terms as may be determined by the Finance Director.

THAT the authority and discretion to designate the bond or notes authorized hereunder, or a portion thereof, as qualified tax-exempt obligations under Section 265 of the Internal Revenue Code of 1986, as amended, is hereby delegated to the Finance Director.

THAT the City's Finance Director, Treasurer, Clerk, and other proper officials of the City be, and hereby are, authorized and empowered in its name and on its behalf to do or cause to be done all such acts and things, and to execute, deliver, file, approve, and record all financing documents, contracts, agreements, certificates, preliminary and final official statements, tax certificates and other documents as may be necessary or advisable, with the advice of counsel for the City, to carry out the provisions of this order, as may be necessary or desirable.

THAT if the Finance Director, Treasurer, or Clerk are for any reason unavailable to approve and execute the bonds or any related financing documents, the person or persons then acting in any such capacity, whether as an assistant, a deputy, or otherwise, is authorized to act for such official with the same force and effect as if such official had himself or herself performed such act.

THAT the authority to issue the bonds or notes authorized hereunder shall automatically expire 2 years from the approval of this Order.

THAT this order is a declaration of official intent pursuant to Treas. Reg. § 1.150-2 and shall be kept available for public inspection during reasonable business hours at the office of the City Clerk.

A Public Notice describing the general purpose of the borrowing and the terms thereof was published on or before May 22, 2017, in the Lewiston Sun-Journal, a daily newspaper published in the City of Auburn and in Androscoggin County.

A public hearing was held on June 5, 2017.

**Failed first reading on 6/5/2017 4-1-1 (Councilor Titus opposed, Councilor Young absent).
Passage of second and final reading on 6/19/2017 5-2 (Councilors Stone and Walker opposed).**

James Pross, Ward One
 Robert Stone, Ward Two
 Andy Titus, Ward Three
 Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 46-06052017

ORDER - Reallocating Unspent Proceeds from the City's General Obligation Bonds

WHEREAS, the City of Auburn issued General Obligation Bonds in various amounts for various projects; and

WHEREAS, there remain unspent proceeds of the Bonds borrowed for multiple capital improvements, \$337,100 of which excess proceeds the City Council desires to reappropriate and reallocate to be used for the projects listed below;

CITYWIDE			
CAPITAL IMPROVEMENT PLAN FY 18 Unallocated			
	Description		Unallocated Bond Proceeds
Fire	Replace 4 Wheel Drive Pi ck Up		\$ 36,000
Fire	Engine 2 Generator		\$ 20,000
LATC	Bus Replacement		\$ 40,000
NSB Arena	Heating System for Rink #2		\$ 72,000
Police	TASERs		\$ 59,000
Police	Speed Signs		\$ 33,600
Parks	Utility Vehicle		\$ 10,000
Public Works	Tilt Trailer Replacements		\$ 11,500
Public Works	14' Dump Body Replacement		\$ 31,000
Recreation	Basketball Backboards		\$ 24,000
TOTAL CIP			\$ 337,100

NOW, THEREFORE, by the City Council of the City of Auburn, be it hereby ORDERED:

THAT the excess proceeds of the Bonds, in the amount of \$337,100 be and hereby are appropriated from the amount borrowed as part of various Bonds to finance the costs of the projects listed above.

THAT the City's Finance Director / Treasurer be, and hereby is, authorized and empowered in the name and on behalf of the City, to do or cause to be done all such acts and things, and to execute and deliver, all such financing documents, certificates, and other documents as may be necessary or advisable, with the advice of counsel for the City, to carry out the provisions of this Order, as may be necessary or desirable.

A Public Notice describing the repurposing of these Bond proceeds borrowed for Various Projects to the list above was published on or before May 22, 2017, in the Lewiston Sun-Journal, a daily newspaper published in the City of Auburn and in Androscoggin County.

A public hearing was held on June 5, 2017.

Passage of first reading on 6/5/2017 5-0-1 (Councilor Young absent).

Passage of second and final reading on 6/19/2017 7-0.

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 47-06052017

ORDERED, that the Auburn City Council hereby authorizes the use of funds in the amount of \$816,500, from the funds listed below to be used to fund the Capital Improvements listed below:

CITYWIDE			
CAPITAL IMPROVEMENT PLAN FY 18 Other Funds			
	Description	Funds	
Economic Development	New Auburn Village Center Revitalization	TIF	\$ 300,000
Sports Tourism	Huddle Up Program	TIF	\$ 40,000
Fire-EMS	Ambulance Replacement	EMS Capital Reserve	\$ 360,000
LA 911	Virtualization Hardware Refresh	LA911 Fund Balance	\$ 71,500
Parks	Riverwalk Fence Replacement	TIF	\$ 45,000
TOTAL CIP			\$ 816,500

A public hearing was held on June 5, 2017.

Passage on 6/5/2017 5-0-1 (Councilor Young absent).

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 48-06192017

ORDERED, that the City Council hereby authorizes moving the date of the first regular City Council meeting for the month of July from July 3, 2017 to July 10, 2017.

Passage on 6/19/2017 7-0.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 49-06192017

ORDERED, that the City Council hereby grant the abatement request by Mr. Jeremy Bennett for the 2015 tax year (assessment as of April 1, 2015) in the amount of \$223.13. The property is identified as 78 Beaver Road, tax map 389 lot 041-001.

Passage on 6/19/2017 7-0.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 50-06192017

ORDERED, that the City Council hereby confirms the City Manager's appointment of Denise Clavette as Assistant City Manager of Auburn.

Passage on 6/19/2017 7-0.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 51-06192017

ORDERED, that the City Council hereby approves the request from St. Dominic Academy to waive the \$100.00 business license fee for their 2017 Holiday Festival that is scheduled for November 4, 2017.

Passage on 6/19/2017 7-0.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 52-06192017

ORDERED, that the Auburn City Council hereby approves the Special Event/Mass Gathering permit for the Liberty Festival to be held, July 4, 2017 (rain date July 5, 2017) at Great Falls, Festival Plaza, and surrounding areas pending the receipt of the Certificate of Liability Insurance.

Passage on 6/19/2017 7-0.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonté, Mayor

IN CITY COUNCIL

ORDER 53-06192017

WHEREAS, there is a need for economic development and for the development of affordable, livable housing in the City of Auburn (the “City”), in the surrounding region, and in the State of Maine; and

WHEREAS, implementation of the development program for the new affordable housing municipal development and tax increment financing district will help improve and broaden the tax base in the City and improve the economy in the City and the region by attracting business development and creating affordable housing in the area of these districts; and

WHEREAS, pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, the City desires to designate a new affordable housing municipal development and tax increment financing district entitled the ***Minot Avenue Affordable Housing Municipal Development and Tax Increment Financing District*** (the “Minot Avenue District”) and adopt a development program for the Minot Avenue District; and

WHEREAS, it is expected that approval will be obtained from the Maine State Housing Authority approving the designation of the ***Minot Avenue Affordable Housing Municipal Development and Tax Increment Financing District Development Program***; and

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

Section 1 Pursuant to Chapter 206, Subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, the City hereby designates the ***Minot Avenue Affordable Housing Municipal Development and Tax Increment Financing District*** and hereby adopts the Minot Avenue District development program described as more particularly set forth in the documents presented to the City Council in conjunction with this Order.

Section 2 Pursuant to the provisions of 30-A M.R.S.A. § 5250-A, the percentage of captured assessed value to be retained in the Minot Avenue District is hereby established as set forth in the Minot Avenue District development program.

Section 3 The City Manager be, and hereby is, authorized, empowered and directed to submit the proposed designation of the Minot Avenue District and the proposed development program for the Minot Avenue District to the Maine State Housing Authority for review and approval pursuant to the requirements of 30-A M.R.S.A. Chapter 206, Subchapter 3; and further is authorized to execute a Credit Enhancement Agreement consistent with the provisions of the Minot Avenue District development program as presented and approved herein, and to create the accounts and take all the actions described in such agreements.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonté, Mayor

Section 4 The City Manager be and hereby is authorized and empowered at his direction from time to time to make such revisions to the Minot Avenue District development program for the Minot Avenue District as he deems reasonably necessary or convenient in order to facilitate the process of review and approval of the Minot Avenue District by the Maine State Housing Authority, or for any other reason, so long as such provisions are not inconsistent with these resolutions or the basic structure and intent of the Minot Avenue District development program. The City Manager is also hereby authorized and directed to submit any reports to the Maine State Housing Authority regarding the Minot Avenue District and development program throughout the term of the District.

Section 5 The foregoing designation of the Minot Avenue District and the adoption of the development program for the Minot Avenue District shall automatically become final and shall take full force and effect upon receipt by the City of approval of the proposed Minot Avenue District by the Maine State Housing Authority without requirements of further action by the City, City Council or any other party.

Section 6 The City hereby finds and determines that:

a. At least twenty-five percent (25%), by area, of the real property within the Minot Avenue District, as hereinafter designated, is suitable for residential use, blighted area, or is in need of rehabilitation or redevelopment; and

b. The total area of the Minot Avenue District does not exceed two percent (2%) of the total acreage of the City, and the total area of all development districts within the City does not exceed five percent (5%) of the total acreage of the City; and

c. The original assessed value of the Minot Avenue District plus the original assessed value of all existing affordable housing development districts within the City does not exceed five percent (5%) of the total value of taxable property in the City.

d. The Minot Avenue District and pursuit of the Minot Avenue District development program will contribute to the expansion of affordable housing opportunities within the municipality or to the betterment of the health, welfare or safety of the inhabitants of the City. The City has considered all evidence, if any, presented to it with regard to any substantial detriment to another party's existing property interests in the City and has found and determined that such interested party's property interests in the City are outweighed by the contribution made by the Minot Avenue District or its development program to the availability of affordable housing within the City or to the betterment of the health, welfare or safety of the inhabitants of the City.

A TRUE COPY

ATTEST _____

Susan Clements-Dallaire, City Clerk

Date

Public hearing and passage on 6/19/2017 7-0.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 54-06192017

ORDERED, that the City Council hereby adopts the Creative Crosswalk Guidelines as presented at the June 5, 2017 City Council workshop.

Passage on 6/19/2017 6-1 (Councilor Stone opposed).

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 55-06192017

ORDERED, that the City Council hereby authorizes the Finance Director to transfer \$450,000 from the TIF Workforce Development account into the New Auburn Village Improvement account.

Passage on 6/19/2017 6-0-1 (Councilor Pross abstained).

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 56-07102017

Ordered, that the City Council hereby names John W. Peterson as a Constable with a firearm for the Auburn Police Department.

Passage on 7/10/2017 6-0 (Councilor Titus absent).

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 57-07102017

ORDERED, that the City Council hereby appoints the following board and committee member(s) as nominated by the Appointment Committee on 06/09/2017;

Board or Committee	Term Exp. Date	Name
Auburn Housing Authority	10/01/2021	Jennifer Kimble (New Appointment)

Passage on 7/10/2017 6-0 (Councilor Titus absent).

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 58-07102017

ORDERED, that the City Council hereby appoints the following board and committee members as nominated by the Appointment Committee on 06/19/2017;

Board or Committee	Term Exp. Date	Name
Auburn-Lewiston Advisory Cable TV Committee	06/01/2019	Linda Wooten (re-appointment)

Passage on 7/10/2017 6-0 (Councilor Titus absent).

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 59-07102017

ORDERED, that the City Council hereby appoints the following board and committee members as nominated by the Appointment Committee on 06/19/2017;

Board or Committee	Term Exp. Date	Name
Complete Streets Committee	01/01/2020	David Das
	01/01/2020	Jeremiah Bartlett
	01/01/2019	Dana Staples
	01/01/2018	Larry Pelletier (New Appointments)

Passage on 7/10/2017 6-0 (Councilor Titus absent).

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 60-07102017

ORDERED, that the City Council hereby appoints the following board and committee members as nominated by the Appointment Committee on 06/19/2017;

Board or Committee	Term Exp. Date	Name
Conservation Commission	06/01/2019 06/01/2019 06/01/2018	Benjamin Low Johnna Flood Rhyanna Larose (New Appointments)

Passage on 7/10/2017 6-0 (Councilor Titus absent).

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 61-07102017

ORDERED, that the City Council hereby appoints the following board and committee members as nominated by the Appointment Committee on 06/19/2017;

Board or Committee	Term Exp. Date	Name
Lewiston Auburn Transit Committee (LATC)	07/01/2020	Chad Roberts (New Appointment)

Passage on 7/10/2017 6-0 (Councilor Titus absent).

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 62-07172017

ORDERED, that the City Council hereby acknowledges the receipt of the Joint Charter Commission Report and proposed Charter.

Passage on 7/17/2017 7-0.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 63-07172017

ORDERED, that the City Council hereby sets Tuesday, November 7, 2017 as the date for the Special Municipal Referendum Election for the proposed consolidation of the cities of Auburn and Lewiston.

Passage on 7/17/2017 7-0.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 64-08072017

Accepting the transfer of \$2,933.00 forfeiture assets in U.S. Currency to the Auburn Police Department (Unified Criminal Court Docket No. CR-17-1566 Justin St. Pierre).

**Passage on 8/7/2017 5-2 (Councilors
Lee and Burns opposed).**

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 65-08072017

Accepting the transfer of \$912.20 forfeiture assets in U.S. Currency to the Auburn Police Department (Unified Criminal Court Docket No. CR-17-141 Donna Marie Pagnani).

**Passage on 8/7/2017 5-2 (Councilors
Lee and Burns opposed).**

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

Order 66-08072017

ORDERED, that the City Council hereby names Tyler A.P. Barnies and David P. Morin as Constables with a firearm for the Auburn Police Department.

Passage on 8/7/2017 7-0.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 67-08072017

ORDERED, that the City Council hereby authorizes the City Manager to execute the Collective Bargaining Agreement with Teamster Local 340 for 07/01/2017 through 06/30/2020

Passage on 8/7/2017 7-0.

AGREEMENT
BETWEEN
CITY OF AUBURN
AND
TEAMSTERS LOCAL UNION #340

FOR THE
AUBURN PUBLIC SERVICES DEPARTMENT

July 1, 2017 to June 30, 2020



Table of Contents

ARTICLE 1 - PREAMBLE	5
ARTICLE 2 - RECOGNITION	5
ARTICLE 3 - UNION SECURITY	5
SECTION 1 – RIGHT TO JOIN UNION.....	6
SECTION 2 – UNION REPRESENTATION AND FEES	6
SECTION 3 – INDEMNITY FOR UNION SECURITY	7
ARTICLE 4 - MANAGEMENT SECURITY/NO STRIKES	7
ARTICLE 5 - CHECK-OFF	7
ARTICLE 6- MANAGEMENT RIGHTS	8
ARTICLE 7 - UNION ACTIVITIES.....	8
SECTION 1 - TIME OFF FOR UNION ACTIVITIES	8
SECTION 2 - NO DISCRIMINATION BECAUSE OF UNION ACTIVITIES	8
SECTION 3 - ACCESS TO PREMISES	8
SECTION 4 - BULLETIN BOARD.....	9
SECTION 5 - SHOP STEWARDS	9
ARTICLE 8 - DISCHARGE OR SUSPENSION.....	10
SECTION 1 – PROGRESSIVE DISCIPLINE	10
SECTION 2 – LOSS OF LICENSE.....	11
SECTION 3– UNION REPRESENTATION	12
SECTION 4– SUSPENSION AND DISCHARGE.....	12
SECTION 5– WAGES	12
SECTION 6– APPEAL.....	12
SECTION 7– FILE REVIEW	12
ARTICLE 9 - GRIEVANCE PROCEDURE.....	13
SECTION 1 - DEFINITION	13
ARTICLE 10 - SENIORITY	15
SECTION 1 - LIST AND PURPOSE.....	15
SECTION 2 - LAYOFF	15
SECTION 3 - AVAILABILITY	16
SECTION 4 - DRAFT	16
ARTICLE 11 - HOURS OF WORK.....	16
SECTION 1 - WORKWEEK	16
SECTION 2 – SUMMER SCHEDULE	16
SECTION 3 - CALL BACK	17



SECTION 4 - OVERTIME 17

SECTION 5 - REST PERIODS 18

SECTION 6 – COMPENSATION TIME 18

ARTICLE 12 - WAGES..... 19

SECTION 1 - WAGES 19

SECTION 2 – GRANDFATHERED EQUIPMENT OPERATOR 2 EMPLOYEES 19

SECTION 3 - STEP INCREASES 19

SECTION 4 - ACTING PAY 19

SECTION 5 - CAFETERIA BENEFIT PLAN 20

SECTION 6 - PERFORMANCE EVALUATION 20

SECTION 7 – PAY FOR LEAD MECHANIC 20

SECTION 8 – LONGEVITY BONUS FOR GRANDFATHERED EQUIPMENT OPERATOR 2, MECHANIC,
AND WELDER WORKERS 21

SECTION 9 – LONGEVITY BONUS FOR 40 YEARS OF SERVICE..... 21

ARTICLE 13 - HOLIDAYS 21

ARTICLE 14 - VACATIONS 22

ARTICLE 15 - SICK LEAVE 23

SECTION 1 - PURPOSE..... 23

SECTION 2 - ACCRUAL AND USE 23

SECTION 3 - RETIREMENT AND SEPARATION 25

SECTION 4 – ATTENDANCE INCENTIVE 25

ARTICLE 16 - OTHER LEAVES 26

SECTION 1 - STATE AND FEDERAL FAMILY LEAVE 26

SECTION 2 - LEAVE OF ABSENCE 26

SECTION 3 - MILITARY LEAVE 26

SECTION 4 - JURY DUTY..... 27

SECTION 5 - FUNERAL LEAVE 27

SECTION 6 - MEDICAL LEAVE 27

SECTION 7 - TERMINATION 28

SECTION 8 – PROMOTION NOTICE 28

ARTICLE 17 - INSURANCE 28

SECTION 1 - COVERAGE 28

SECTION 2 – COST AND HEALTH PROMOTION PROGRAM 29

SECTION 3 - COST CONTAINMENT 30

SECTION 4 - TERMS OF INSURANCE POLICIES TO GOVERN 30

SECTION 5 - GROUP TERM LIFE INSURANCE PLAN 30

SECTION 6- PAYMENT PROGRAM FOR WAIVING HEALTH INSURANCE COVERAGE WITH THE CITY
OF AUBURN..... 31

ARTICLE 18 - RETIREMENT 32



ARTICLE 19 - WORKER'S COMPENSATION..... 33

ARTICLE 20 - CLOTHING..... 34

ARTICLE 21 - DEFECTIVE EQUIPMENT AND DANGEROUS CONDITIONS..... 35

ARTICLE 22 - MISCELLANEOUS PROVISIONS..... 36

ARTICLE 23 - SUBCONTRACTING..... 37

ARTICLE 24 - TRAINING..... 38

 SECTION 1 - PURPOSE..... 38

 SECTION 2 - EDUCATIONAL OPPORTUNITIES 38

 SECTION 3 - COMMERCIAL DRIVERS LICENSE..... 39

 SECTION 4 – ADDITIONAL CERTIFICATIONS 39

ARTICLE 25 - SEPARABILITY AND SAVINGS CLAUSE..... 41

ARTICLE 26 - ACTIVE AGREEMENT 41

ARTICLE 27 - LABOR-MANAGEMENT TEAM..... 41

ARTICLE 28 - DURATION 41

ATTACHMENT A..... 43

 TANKER ENDORSEMENTS (AS OF JULY 1, 2017)..... 43

ATTACHMENT B..... 44

 WAGE SCALE..... 44

 FY 2018-2020 44

ATTACHMENT C..... 45

 GRANDFATHERED EO2 WAGE SCALE..... 45

Collective Bargaining Agreement

5 This Collective Bargaining Agreement ("Agreement") is entered into between the CITY OF AUBURN, a Maine municipal corporation hereinafter referred to as the "City" and TEAMSTERS LOCAL UNION NO. 340, hereinafter referred to as the "Union."

ARTICLE 1 - PREAMBLE

10 Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26, M.R.S. §§ 961-974, as it may be amended) the parties hereto have entered into this Agreement in order to establish mutual rights, preserve proper Employee morale and to promote effective and efficient operations.

ARTICLE 2 - RECOGNITION

15 The City recognizes the Union as the sole and exclusive bargaining agent for all permanent Employees of the City's Department of Public Services (the "Department") in the following classifications:

20
25
30
35
Arborist
Assistant Arborist
Building/Field Maintenance Repair Technician
Building Maintenance Person
Equipment Operator I
Equipment Operator II
Inventory Technician
Mechanic
Mechanic Leadperson
Welder

The Public Services workers who are covered by this Agreement are collectively referred to as "Employees" and individually as an "Employee."

35 (No Municipal, State or federally subsidized work programs are included in this unit). Temporary workers in the Department are not included in this recognition.

ARTICLE 3 - UNION SECURITY



Section 1 – Right to Join Union

45 Membership in the Union is not compulsory. Employees have the right to
join, not to join, maintain or drop their membership in the Union as they see fit.
Neither party shall exert any pressure on or discriminate against an Employee in
regards to such matters.

Section 2 – Union Representation and Fees

50

The Union has the obligation to represent all non-probationary Employees
within the bargaining unit. Those Employees shall have the following options:

55

A. The first option being to join as full members of the Union and be
entitled by that status, to participate in all Union functions, activities, and
receive all benefits awarded by such membership. All Employees who are
Union members shall, as a condition of employment, pay to the Union and the
Union's regular and usual initiation fee and its regular and usual dues. For
present Employees, such payments shall commence thirty-one (31) days
60 following the effective date or on the date of execution of this Agreement,
whichever is the later, and for new Employees, the payment shall start thirty-
one (31) days following the date of employment. If, however, during the term
of this Agreement, Maine law is altered to permit an agency shop, all
Employees shall, as a condition of employment, pay dues to the Union. The
65 Shop Steward of the Union will issue the monthly dues receipts to the Director
of Public Services, who will then attach the dues receipts to the paychecks of
each Employee.

70

B. The second option being not to join as full members of the Union, but to have
an amount equal to eighty percent (80%) of the prevailing dues, as an agency
fee, deducted from their wages by the City and forwarded to the Union in the
same manner as are regular dues for full members (the "Agency Fee"). Such
Agency Fee is for services rendered by the Union on the Employees' behalf,
such as, but not limited to, negotiation of wages, benefits and conditions of
75 employment, resolution of disputes arising from the bargaining agreement
and protection of job security. If an Employee initiates a proceeding seeking
relief from, or exemption to, such Agency Fee, the City shall continue to
deduct the Agency Fee and pay it to the Union, who shall hold the money in
question in escrow pending resolution. Such action for relief shall not be by
80 method of the grievance procedure within this Agreement but shall be by legal
action which the individual Employee shall be solely responsible for initiating.
It is understood that the implementation of such Agency Fee is not contrary to
existing State or Federal law, nor is it the intention of the parties, signatory to
this Agreement, to violate any Employee's legal rights. The Union agrees that
85 an audit, having been completed, justifies the amount of the Agency Fee,



based on a percentage, contained herein, to be established as the applicable Agency Fee. Further, the Union agrees that at no time shall such fees, or any part thereof, be directed towards funds utilized in the internal political process of the Union or its affiliates.

90

Section 3 – Indemnity for Union Security

The Union agrees to indemnify and hold the City harmless against any and all claims, suits or orders or judgments brought or issued against the City, as a result of any action taken, relating to the provisions of this Article.

95

This Fair Share provision shall not apply to any current employee who is not a member of the Union on the effective date of this Agreement (July 1, 1990); provided that it shall apply to employees who are members of the Union on the effective date of this Agreement and who thereafter become non-members.

100

ARTICLE 4 - MANAGEMENT SECURITY/NO STRIKES

Neither the Union, its officers or agents, nor any of the Employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slow downs, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. In the event that any Employee violates this Article, the Union shall immediately notify any such Employee to immediately return to work. Any or all Employees who violate any of the provisions of this Article may be discharged or otherwise disciplined.

105

110

ARTICLE 5 - CHECK-OFF

The City agrees to cooperate with the Union in facilitating the deduction of the regular weekly Union dues for those Employees who are Union members and who request in writing (by signed authorization cards) to have their regular weekly dues checked off. The City will also cooperate with the Union in facilitating the deduction of the weekly Agency Fees in accordance with Article 3. The City will forward all such dues and Agency fees to the Union in a timely manner. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

120

125



ARTICLE 6- MANAGEMENT RIGHTS

130 It is recognized that, except as expressly stated herein, the City shall retain
whatever rights and authority are necessary for it to operate and direct the affairs
of the Department in all of its various aspects, including, but not limited to, the
right to direct the working forces; to plan, direct and control all the operations and
services of the Department; to determine the methods, means organization and
number of personnel by which such operations and services are to be conducted;
135 to assign and transfer Employees; to schedule working hours and to assign
overtime; to determine whether goods or services should be made or purchased;
to hire, promote, demote, suspend, discipline, discharge or relieve Employees due
to lack of work or other legitimate reasons; to make and enforce reasonable rules
and regulations; to establish reasonable productivity standards and expectations
140 and to change or eliminate existing methods, equipment or facilities.

ARTICLE 7 - UNION ACTIVITIES

Section 1 - Time Off for Union Activities

145 The City agrees to grant the necessary time off, without discrimination or
loss of seniority rights and without pay, to any Employee designated by the Union
to attend a labor convention or to serve in any capacity on other official Union
business, provided one week's written notice is given to the Director of Public
150 Services or Deputy Director of Public Services by the Union specifying length of
time off. The Union agrees that, the City may deny said request if it is deemed
that said request would cause a disruption of the City's operations due to lack of
available Employees.

155 Section 2 - No Discrimination Because of Union Activities

Any Employee member of the Union acting in any official capacity
whatsoever shall not be discriminated against for his or her acts as such office of
the Union so long as such acts do not interfere with the conduct of the City's
160 business, nor shall there be any discrimination against any Employee because of
Union membership or activities.

Section 3 - Access to Premises

165 Authorized agents of the Union shall have access to City premises during
working hours for the purpose of adjusting disputes, investigating working
conditions, collection of dues and ascertaining that this Agreement is being



170 adhered to; provided, however, that there shall be no interruption of the City's working schedule as determined by the Director of Public Services or his or her designee. The Director of Public Services or his or her designee shall be given prior notification of authorized agent's visits.

Section 4 - Bulletin Board

175 The City agrees to provide suitable space for and maintain a bulletin board at the Public Services facility. The Union shall limit its use of the bulletin board to official Union business such as meeting notices and Union bulletins.

Section 5 - Shop Stewards

180 The City recognizes the right of the Union to designate Shop Stewards and Alternates. The authority of Shop Stewards and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- 185 A. The investigation and presentation of grievances in accordance with the provisions of this Agreement;
- 190 B. The transmission of such messages and information which shall originate with and are authorized by the Union or its officers, provided such messages and information have been reduced to writing;
- 195 C. The Shop Stewards and Alternates shall be permitted to investigate, present and process grievances, on or off the property of the City, without loss of time or pay. Such time spent in handling grievances during the regular workday shall be considered working hours in computing daily and/or weekly overtime;
- 200 D. Shop Stewards and Alternates must notify their immediate supervisor of time needed for activities under this section;
- 205 E. Investigation, processing or presentation of grievances shall not interrupt city work activities without the prior approval of the Director of Public Services or his or her designee;
- F. Participation in negotiations and arbitration meetings, for which the Shop Stewards and Alternates shall be paid at their normal hourly rate (not overtime rate), without loss of pay.

For those Employees needing assistance in writing grievances, the Shop



210 Steward or Alternate and the aggrieved Employee shall be permitted to meet just
prior to the end of the work shift (approximately fifteen (15) minutes).

ARTICLE 8 - DISCHARGE OR SUSPENSION

215 Section I – Progressive Discipline

The City and the Union agree with the tenets of progressive and corrective
discipline where and when appropriate. The provisions set forth in this Article,
unless otherwise noted, shall be used for violations of City, state and federal laws,
220 City policies and procedures and Department policies, practices and procedures.
Certain violations, such as but not limited to violations of law, negligence,
repeated offenses and violation of safety policies and/or safe work practices and
loss of license as outlined in Section 2, may warrant discipline not in accordance
with the progressive process. In each case, it shall be the discretion of the
225 Director of Public Services or his or her designee to determine the appropriate
discipline. Factors such as severity, frequency, consequences of the violation and
the Employee’s prior work and disciplinary records may be considered in
determining the appropriate level of discipline. Determinations by the Director of
Public Services or his or her designee may be reviewed by the Labor-
230 Management Team and may be appealed in accordance with the grievance
provisions of this Agreement.

The progressive discipline process is as follows;

235 Oral Warning (First Violation) – requires a written record of the oral warning
given and the reason(s) therefore. May be given by any Department
supervisory personnel. May also include referral to the City’s Employee
Assistance Program (EAP), if appropriate.

240 Written Warning (Second Violation) – requires a written notice, indicating
the violation and reason(s), to the Employee, with copies to the Union Shop
Steward, the Employee’s personnel file, and the Director of Public Services
or his or her designee. May include referral to EAP and/or no pay for time
not worked.

245 Minor Suspension (Third Violation) - suspension of one (1) day without pay.
Requires written notification, indicating the violation, reason(s) and dates of
suspension, to the Employee with copies to the Union Shop Steward, the
Union office, the Employee’s personnel file, and the Director of Public
250 Services or his or her designee. May also include referral to EAP.



255 Major Suspension (Fourth Violation) - suspension without pay for no less than (3) days and no more than five (5) days. Requires written notification, indicating the violation(s), reason(s) and dates of suspension, to the Employee with copies to the Union Steward, the Union office, the Employee's personnel file, and the Director of Public Services or his or her designee. May also include referral to EAP.

260 Discharge (Fifth Violation) - termination of employment with the City. Requires written notification from the Director of Public Services indicating the reason(s) and date of termination, with copies to be sent to the Employee, the Union Steward, the Union office, and the Employee's personnel file.

265 Section 2 – Loss of License

An Employee whose job description requires a driver's license, including a particular class of license and/or a Commercial Driver's license (CDL) designation shall be subject to the following discipline:

270 A. An Employee who loses his/her license for up to 120 days will immediately be taken out of his/her regular position and will be placed in a job that will accommodate the loss of license. The Employee will receive loss of pay by stepping down one step in his/her respective range until the license is restored.

280 B. An Employee who loses his/her license for more than 120 days will be terminated. Before the Employee is terminated, the City will hold a pre-disciplinary hearing and will consider documentation from the State or from such other governing authority regarding revocation, restriction or restoration of the licenses well as any extenuating circumstances surrounding the loss of license.

285 C. An Employee who loses his/her license for a second time within a (3) three year period will be terminated immediately.

290 D. An Employee who fails to immediately notify the Deputy Director of Public Services, the Operations Manager or the Fleet Manager that his/her license has been suspended, restricted or revoked will be terminated immediately. Any Employee who knowingly fails to notify Public Services management that his/her license is under review for possible suspension or revocation will receive a 5-day suspension without pay.



295 E. The Progressive Discipline Process (steps) outlined in Section 1 of this Article does not apply to discipline or action taken under A through D of Section 2 involving loss or suspension of required drivers licenses. The Employee may appeal through the regular grievance procedure.

300 Section 3– Union Representation

For the second through fifth violations listed in Section 1, a Union steward shall be present at the time of written notification. Employees shall have the option of waiving their right to have a Union representative present.

305 Section 4– Suspension and Discharge

310 In all cases involving suspension or discharge, the City shall notify the Employee of the existence of an investigation that may be cause for suspension or discharge. Such notice shall also be given to a Union steward. Upon conclusion and final determination a notice of final action, including suspension or discharge, shall be mailed to the Employee, Union steward and Union office within one (1) working day of issuance.

315 Section 5– Wages

Any Employee discharged must be paid in full for wages owed him/her by the City, including earned vacation pay, at the pay period following the date of discharge. This provision shall not apply to the payment of other benefits not specifically covered by law or provisions of this agreement.

320 Section 6– Appeal

325 Any Employee wishing to appeal a disciplinary action shall utilize the grievance procedure set forth in this Agreement.

Section 7– File Review

330 Two years after an incident giving rise to discipline, an Employee may submit a request to the Director of Public Services or his or her designee, requesting that the incident be purged from the Employee’s personnel file. Such a request shall be reviewed by a three (3) member committee composed of the City Manager or designee, the Director of Public Services or his designee and Union Steward. In considering whether to purge an incident, the Committee may consider the Employee’s work record and violations since the date of the incident



335 in question. The Employee may also submit, in writing, reasons why the incident
should be purged. The decision of the Committee shall be final and binding upon
all parties.

ARTICLE 9 - GRIEVANCE PROCEDURE

340

Section I - Definition

345 A grievance shall be defined as any dispute or disagreement raised by an
Employee against the City involving interpretation or application of the specific
provisions of this Agreement. All grievances shall be settled in the following
manner:

350 Step 1 - The aggrieved employee(s) and the Union steward shall notify the
employee(s)' immediate supervisor of a grievance within ten (10) working
days of the event which caused the grievance. In an effort to resolve the
grievance, a meeting shall be arranged involving the aggrieved
employee(s), a union steward, the employee(s)' supervisor and the Public
Services Operations Manager or Deputy Public Services Director. The
purpose of the meeting will be to share information, to review the
355 grievance and to attempt to resolve or settle the dispute. The meeting shall
be held within ten (10) working days from the date of notification to the
employee(s)' supervisor. Written documentation of the result(s) of the
meeting will be given to the aggrieved employee and the union within five
(5) working days.

360

365 Step 2 - If the results of Step 1 are not satisfactory to the employee, the
employee and steward may appeal to the Public Services Director or his
designee in writing within ten (10) working days of the date of the Step 1
meeting documentation. The Public Services Director or his designee shall
attempt to resolve or settle the dispute promptly and shall submit a written
report of his action to the employee within ten (10) working days of its
presentation.

370 Step 3 - If the Public Services Director's action is not satisfactory to the
employee, the employee and steward may appeal the case to the City
Manager in writing within ten (10) working days of the decision of the
Director. The Manager or his/her designee shall forthwith consider the
appeal and may hold a meeting or hearing at his/her option. The City
Manager shall reach a decision within ten (10) working days of receipt of
375 the employee's appeal, and submit his/her decision in writing to the
employee.



380 Step 4 - If the grievance is not settled in accordance with the foregoing
steps, then the City and/or the Union may refer the grievance to mediation
within ten (10) working days after the receipt of the City Manager's
decision. The parties shall utilize the Maine Labor Relations Board
mediation procedures in accomplishing the purposes of this step.

385 Step 5 - If the grievance is not settled in accordance with the foregoing
procedure, the Union may refer the grievance to binding arbitration within
ten (10) calendar days after the completion of the mediation process
prescribed in Step 5. The parties shall attempt to agree upon an arbitrator
within five (5) calendar days after receipt of notice of referral and in the
390 event the parties are unable to agree upon an arbitrator within said five (5)
day period, the parties shall immediately jointly request the American
Arbitration Association to submit a panel of five (5) arbitrators. Either party
may reject the entire panel. Both the City and the Union shall have the right
to strike two (2) names from the panel. One party shall strike the first name,
the other party shall then strike a second name, the first party a third name,
395 and other party a fourth name, and the remaining person shall be the
arbitrator. The order of striking shall be determined by a coin toss.

400 1 - The arbitrator shall be notified jointly by the parties of his/her selection
and shall be requested to set a time and place for the hearing, subject to the
availability of Union and City representatives. The arbitrator shall submit his/her
decision in writing within thirty (30) calendar days following the close of the
hearing or the submission of briefs by the parties, whichever is later. The fees
and expenses of the arbitrator shall be divided equally between the City and the
405 Union, provided, however, that each party shall be responsible for compensating
its own representatives and witnesses. If the above selection procedure fails to
produce an arbitrator, then a request for arbitration will be submitted to the Maine
Labor Relations Board.

410 2 - The Union or its authorized representative shall have the right to
examine time sheets and any other records pertaining to the computation of
compensation of any individual or individuals whose pay is in dispute or records
pertaining to a specific grievance, provided such requests are first made in writing
to the Director of Public Services.

415 3 - The time limits for the processing of grievances may be extended by
consent of both parties, followed by written confirmation including a defined time
period for the extension.



420 4 - All grievances shall be initiated not later than ten (10) working days after
the occurrence of the event giving rise to the grievance.

425 5 - Should the City feel aggrieved as the result of the interpretation or
application by the Union of any provision in this Agreement, the City may seek
adjustment of said grievance in the foregoing manner, except that the procedure
may be initiated at Step 4.

ARTICLE 10 - SENIORITY

Section 1 - List and Purpose

430 A seniority list shall be established naming all the Employees covered by
this Agreement, with the Employee with the greatest seniority (years of service)
listed first. Seniority shall be based upon the Employee's last date of hire.
435 Seniority, for the purpose of this Agreement shall be interpreted to mean length
of continuous service only, and shall be the governing factor in all matters
affecting layoff and recall provided all other qualifications are equal. In cases of
promotion and work shift assignment, where ability and qualifications are equal,
Employee seniority will be recognized as the controlling factor. Work shift shall
440 be defined as a scheduled period of work and shall not be considered in the same
context as daily work assignment.

445 The City reserves the exclusive right to make day to day work assignments
based upon the work required to serve the citizens of Auburn. In making day to
day work assignments the City agrees to consider seniority as a factor in
assigning the work available, providing such consideration does not interfere with
the efficient conduct of the City's business. The Union agrees that this issue will
not be processed through the grievance procedure but will be referred and
reviewed within the Labor-Management Team process.

450 Public Services Management Staff will maintain an overtime list in the
administrative office. Employees will be allowed to sign up for overtime shifts
and overtime will be approved based upon seniority.

Section 2 - Layoff

455 In the event it becomes necessary for the City to layoff Employees for any
reason(s), Employees shall be laid-off in the inverse order of their seniority, by
classification with bumping rights. All affected Employees shall receive a two (2)
calendar week advance notice of layoff and the City shall meet with the affected
460 Employees prior to the actual occurrence of layoff. Employees shall be recalled



from layoff according to their seniority. No new Employees shall be hired until all Employees on layoff have been afforded recall notices.

Section 3 - Availability

465

The seniority list shall be made available to the Union within thirty (30) days after the signing of this Agreement and posted on the Department bulletin board. Corrections to the seniority list shall be made within thirty (30) days of such posting. After such thirty (30) day period, the seniority list shall be deemed

470

Section 4 - Draft

A name shall stay on the seniority list if an Employee of draft age either is drafted or enlists (under the threat of draft). The name shall stay on the seniority list for four years or until the end of hostile enemy action (whichever is longer).

475

ARTICLE 11 - HOURS OF WORK

Section 1 - Workweek

480

The regular workweek shall be five (5) consecutive workdays, Monday through Friday, consisting of eight consecutive hours of work inclusive of lunch within the twenty-four (24) hour period. The normal work day, except in emergencies, is 7:00 a.m. to 3:00 p.m. In some instances, an Employee(s)' hours of work may be altered on a seasonal or temporary basis.

485

Overtime at the rate of one and one half (1 1/2) shall be paid for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a week. Further overtime at the rate of time and one-half (1 1/2) shall be paid to Employees who work on a holiday identified in Article 13, except on Christmas and Thanksgiving which will be double time. In the case of an altered workweek or hours, overtime shall be calculated after the daily work shift or forty (40) hours, whichever is appropriate. A lunch break of twenty (20) minutes shall be granted to all Employees. The City will not relieve a person of normal duties because of overtime worked, unless requested by the Employee.

490

495

Section 2 - Summer Schedule

Each spring, management will review the workload and projects scheduled for the summer months and will determine if the crews will work the regular

500



schedule or will work four 10 hour days. Such changes may only occur if mutually agreed upon by the Employee(s) involved and the Director of Public Services or his or her designee.

505

Section 3 - Call Back

510

515

520

Employees called back to work shall receive a minimum of three (3) hours pay for the work which they are called back for at time and one-half (1 ½) the straight time hourly rate. Call back specifically pertains only to Employees who have punched out and left the premises prior to or after their regularly scheduled straight time work shift. Employees offered the opportunity to begin work early, may choose to do so and receive 1 1/2 times the regular rate for hours worked only. All other circumstances shall qualify as a "Call Back" for pay purposes. Call back minimum shall not be cumulative to hours worked, at time and one-half (1 ½), in excess of the three (3) hour minimum. Employees shall be permitted reasonable travel time (considering the location of the Employee's home and weather conditions) for response to a call back. If an Employee is found to have taken an unreasonable period of time to report for a call back, except for unusual circumstances, then the Employee shall be compensated only for the hours actually worked. The reasonableness of the response time shall be reviewed by the supervisor and the Union prior to the withholding of minimum call back pay.

525

Section 4 - Overtime

530

535

540

Employees may be assigned to overtime work at the discretion of the City. Employees shall be expected to work overtime unless excused by the City from November 15th to April 15th of each year. No Employee shall be required to work, and shall be sent home if, during extended overtime situations, an Employee informs his supervisor that he is too tired to work and said supervisor concurs. No request will be unreasonably denied. Insofar as practicable, without reducing efficiency of work performance, opportunities to work overtime shall be offered as equally as practicable among the Employees in each job classification in each work area, provided the Employees are qualified to perform the specific overtime work required. Daily and weekend overtime opportunities shall be accumulated on adequate records and offered overtime not worked shall be considered as worked in maintaining these records. If an Employee established that he has not received his fair share of weekly overtime, such Employee shall have preference to future weekly overtime until reasonable balance is re-established.

For all non-emergency overtime opportunities on the third shift, the evening (second) shift person shall be offered the first opportunity for the



545 overtime and vice versa for the third shift person. All such overtime opportunities must be within the offered Employee's job classification.

550 Employees who have been called back to emergency work between the hours of 11:00 p.m. and 7:00 a.m. will be paid for a breakfast break of one-half (1/2) hour that may be taken prior to 7:00 a.m. This shall be interpreted to mean as follows:

555 (1) The City will pay the one-half hour breakfast break for Employees who work five (5) consecutive hours at some time during the third shift between 11:00 p.m. and 7:00 a.m. (for those Employees not scheduled to work the next shift) and; in the event the call-out was made prior to 5:00 a.m. and would be continuous service through the first shift then the Employees would be entitled to a paid one-half (1/2) hour breakfast break.

560 (2) Employees who have worked from 7:00 a.m. through 3:00 p.m. and are continuing work and expected to work through the night shift shall be allowed a fifteen (15) minute paid break between 3:00 p.m. and 11:00 p.m. Further, if the Employee continues to work after 11:00 p.m. and is expected to continue work he shall be entitled to a paid fifteen (15) minute break. All breaks shall be scheduled at the discretion of the Public Services Supervisors or their designee.

565 Section 5 - Rest Periods

570 Employees shall be permitted a fifteen (15) minute rest period during each one-half work shift. Rest periods shall be taken at times which are convenient and efficient to the current work assignment and with the approval of the supervisor. Employees shall also be permitted two five (5) minute clean-up periods, one prior to lunch and one prior to the end of the work shift.

575 Section 6 – Compensation Time

580 Employees who earn overtime may elect, at time of earning, to be paid at their current wage or may accrue hours equivalent to the overtime worked (actual hours worked multiplied by 1.5). A record of accrued compensation time (earned but not paid or used) shall be maintained by the Director of Public Services or his/her designee. Employees must schedule accrued compensation time within three (3) months of the date which it was earned (unless otherwise agreed to by the Director of Public Services or his or her designee).



ARTICLE 12 - WAGES

585

Section 1 - Wages

590

The permanent Employees of the Public Services Department who are members of the bargaining unit shall be paid in accordance with the attached wage and position classification schedules by respective fiscal years 2018, 2019, 2020. The wage schedule for FY 2018 shall be effective on July 1, 2017. If this Agreement is executed after July 1, 2017, all Employees will receive retroactive pay to July 1, 2017.

595

Section 2 – Grandfathered Equipment Operator 2 Employees

600

Equipment Operators from the most recent collective bargaining agreement will now be included within the Equipment Operator 2 pay scale, along with all Employees in the Equipment Operator 2 position as of the date of adoption of this Agreement, plus the Arborist Assistant. To ensure that no employee suffers a reduction in pay as a result of this new wage scale, the incumbent Arborist Assistant will be moved from step 3 to step 6 in the first year of this Agreement. Equipment Operator 2 Employees who are employed at the date this Agreement is executed will be grandfathered (the “Grandfathered EO2’s”), and will remain on the Grandfathered EO2 wage schedule attached as **Exhibit C**.

605

Section 3 - Step Increases

610

New Employees without a Commercial Drivers License (CDL) will begin on Step 1. Upon obtaining a CDL, the new Employee will be moved to Step 2. New Employees who have a valid CDL on their date of hire will begin on Step 2. In addition, eligible Employees will receive step increases in accordance with the attached wage schedule(s) on an annual basis. In order to receive an annual step increase, each Employee must receive a successful performance evaluation. After successful completion of a probationary period and upon the date of his/her first anniversary of employment, if an Employee receives a successful performance evaluation, he or she will be eligible for a step increase annually, until he or she reaches the highest step in his or her classification. All subsequent step increase eligibility will occur on the Employee's anniversary date of hire, or in the case of a promotion, on the most recent anniversary date of promotion.

615

620

Section 4 - Acting Pay

Employees who are assigned to work in a position in a higher pay



625 classification shall be paid the starting pay of that classification or 5% above their
regular hourly rate, whichever is greater. To be eligible for the 'acting pay'
Employees must be assigned for at least four (4) hours in the eight (8) hour shift.
The provisions of this section shall not apply when an Employee has not been
assigned to the higher position or for bona-fide training, mandatory or voluntary.

630 A third shift may be established at the discretion of the Director of Public
Services. Employees assigned to third shift will receive a 5% shift differential pay
on to their base hourly wage rate.

635 Section 5 - Cafeteria Benefit Plan

Permanent Employees covered by this Agreement may participate in the
City's Cafeteria Benefit Plan (the "Cafeteria Plan"). For Employees who elect to
participate, the City will make an annual contribution to each participating
640 Employee's account. The City will contribute \$800 annually to the account of each
participating Employee who enrolls in the PPO 500 Health Insurance Plan. The City
will contribute \$450 annually to the account of each participating Employee who
enrolls in the POS C Plan. In addition to the City's contributions, participating
Employees may also contribute, on an annual basis, the cash value of up to three
645 (3) earned sick days, and up to four (4) sick leave incentive days, to their Cafeteria
Plan account. The value of this contribution shall be calculated by multiplying the
Employee's hourly rate then in effect, by the number of hours that Employee
normally works in a typical workday (excluding overtime). In addition, Employees
may also make discretionary contributions to their Cafeteria Plan account through
650 payroll deductions, including savings from changing from the POS C to the PPO
500 Plan, so long as the total funds in each Employee's account (e.g. the total
value of all employer contributions, Employee contributions, and the value of
converting sick leave and sick leave incentive days) does not exceed the
maximum amount allowed by law. The Cafeteria Benefits Plan documents shall
655 govern all other terms of this benefit.

Section 6 - Performance Evaluation

660 During the term of this Agreement, the City and the Union agree to develop
job specific criteria for use in the performance evaluation process. Use of job
specific performance evaluations may be implemented on a position-by-position
basis, as developed.

Section 7 - Pay for Lead Mechanic

665 The pay for the Lead Mechanic will be increased by \$1,000 per year, upon



670 the condition that he or she obtain at least 2 new job-related ASE certificates each year and that those certifications are maintained from year to year. The Lead Mechanic is also eligible for the annual payment for obtaining ASE certificates as per Article 24 Training, Section 4 Additional Certificates, as long as he or she meets the conditions included in that section. The Lead Mechanic pay will be paid on a weekly basis as a stipend in addition to the regular base wage.

675 Section 8 – Longevity Bonus for Grandfathered Equipment Operator 2, Mechanic, and Welder Workers

680 Employees in the Grandfathered EO2, Mechanic, and Welder positions, who have reached the top step in their respective classification, will continue to receive the 2% COLA for each year of this Agreement, but will not receive further step increases. In lieu of additional step increases, these Employees will receive a \$200 longevity bonus annually, to be paid in a lump sum on the anniversary of their date of hire. Grandfathered Equipment Operator 2 Employees, Mechanics, and Welders, who have not reached the top step in their pay scale on the date this Agreement is signed, will begin receiving this longevity bonus at the first anniversary date following the year in which they receive the top step in their respective pay scale.

Section 9 – Longevity Bonus for 40 Years of Service

690 Employees who reach 40 years of continuous service to the City will receive a one-time bonus payment of \$500 on the 40th anniversary of their date of hire. Employees who have already reached their 40th anniversary of employment with the City prior to execution of this Agreement, will receive this one-time bonus payment upon execution of this Agreement.

695 **ARTICLE 13 - HOLIDAYS**

The following days shall be observed as holidays by all regular Employees in the bargaining unit:

- 700 New Year's Day
- Memorial Day
- July 4th
- Labor Day
- 705 Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- 1/2 day before Christmas
- Christmas Day

All Employees required to work during a holiday shall receive normal holiday pay plus time and one-half (1 1/2) for the hours worked, except on



Christmas and Thanksgiving when Employees will receive double time.

710

In addition, all Employees in the bargaining unit will be entitled to five (5) individual floating holidays per contract year. Floating holidays must be taken within each contract year and requested by the Employee at least 48 hours in advance, unless unusual circumstances exist. Scheduling and/or approval of floating holidays shall be the responsibility of the Director of Public Services or designee who shall ensure that the floating holidays do not significantly interfere with the work and efficiency of the Department. Provisions shall be made, however, so that no Employee forfeits any floating holiday.

715

720 **ARTICLE 14 - VACATIONS**

Permanent Employees, covered by this Agreement, shall be entitled to accrual of vacation leave in accordance with the following schedule:

725

6 months to completion of 5 years of service	1	day per month
6 to completion of 9 years of service	1.25	days per month
10 to completion of 15 years of service	1.50	days per month
16 or more years of service	1.75	days per month

730

Vacation leave shall be accrued on a monthly basis and at the end of the month. The month in which employment begins or ends will be counted as a month of service if employment begins before the 16th or ends after the 15th day of the month. (Any absence from duty for which sick leave is paid shall not constitute a break in the service record for the accumulation of vacation leave).

735

Unused vacation days may accrue from one year to the next but at no time shall exceed a total accumulation of thirty (30) days or six (6) workweeks. Accumulated vacation leave, subject to the maximum allowed, shall be paid to an Employee upon separation after six months employment or upon death, with no minimum employment, to his or her beneficiary. The payment shall be made in one lump sum. Computation of the value of each day paid shall be determined by dividing the most recent weekly salary by five.

740

Scheduling and/or approval of vacation leave shall be the responsibility of the Director of Public Services or designee, who shall ensure that vacations do not significantly interfere with the work and efficiency of the Department. Provisions shall be made, however, so that no Employee forfeits any vacation leave. Vacation leave must be requested 48 hours in advance unless unusual circumstances exist.

745

750 Vacation utilization authorized shall not exceed the balance available to the



Employee by more than one (1) day. With the permission of the Director of Public Services or designee an Employee may be allowed to "borrow" one day's leave in advance but at no time may an Employee "owe" the City more than one (1) vacation day.

755

An Employee may contribute one or more vacation days to an authorized sick bank for a Public Services co-worker. The authorized sick banks will be established according to a Public Services Department policy.

760 **ARTICLE 15 - SICK LEAVE**

Section 1 - Purpose

765 It is the expectation of the City and the Union that Employees be available for work. However, it is recognized that from time to time, Employees may be absent due to illness. Therefore, each Employee is provided with paid sick leave to accommodate periods of illness or injury. Misuse or abuse of sick leave is unfair to other Employees and the City. In accordance with this agreement, Employees confirmed of sick leave abuse will be subject to the disciplinary process.

770

Section 2 - Accrual and Use

775 Each Employee in the bargaining unit shall be entitled to paid sick leave earned at the rate of one day for each calendar month of service. Sick leave will continue to accrue while an Employee is on sick leave, with unused leave accruable to a maximum of 150 days.

780 Illness for which sick leave may be granted shall be actual personal illness or incapacity, quarantined, bodily injury or disease. Sick leave may also be granted because of illness of a member of the Employee's immediate family, defined in this instance as spouse, child or parent.

785 An Employee requesting sick leave must speak with a Supervisor, or on the answering machine (with an appropriately detailed message) if the Supervisor is unavailable, no later than one half-hour (1/2) prior to the start of the Employee's regularly scheduled work shift on the day leave will be taken, unless unusual circumstances exist. Failure to call in one half-hour prior to the start of a regularly scheduled work shift will be cause for progressive discipline as outlined in Article 8 - Discipline / Discharge.

790



795 Sick leave shall be credited and accrued at the rate of eight (8) hours a day
and shall be charged at hourly increments. In the case of an altered work shift,
sick leave shall be credited, accrued and charged at the number of hours of the
altered work shift. An Employee must be on an altered work shift for a minimum
of one (1) month for a change in the accrual and crediting of sick leave.

800 The City will post the monthly vacation and sick leave report which includes
each member's balance for vacation, sick leave and floating holidays. Sick leave
may not be "borrowed" in advance.

805 The Director of Public Services or designee, may as a condition of payment
of sick leave require a certificate from a qualified physician certifying the
following:

- a. That the Employee or his family member is in such condition as to
justify continued absence from employment;
- b. documenting cases of single day patterned use of sick leave;
- c. high frequency of sick leave usage.

815 Except as provided in this section, an Employee absent on sick leave must
utilize accumulated sick leave for every day absent until he or she returns to work
or the sick leave is exhausted. Those Employees whose absence is covered by the
MMEHT Income Protection Plan have the option of using partial sick leave for the
first month of absence. The Employee must notify the Public Services Office Staff
and the Human Resources Department within 24 hours of his/her intent to use
partial sick leave. During this first month period, the Employee must use at least
820 two sick days per week to cover all weekly deductions including health insurance
cost share, Employee premiums for life insurance, income protection, dental
insurance, cafeteria benefit plan, retirement, ICMA Loans, child support and
similar deductions.

825 In the event that an Employee has met the qualifications set forth by the
City's Catastrophic Leave Bank Policy and a bank has been established,
Employees will be allowed to contribute both vacation and sick time to this bank.

830 When all leave, including vacation leave and floating holidays have been
utilized by an Employee absent on sick leave, salary payments to the Employee,
including holiday pay, shall cease immediately. Once an Employee has exhausted
all continuous earned accrued leave benefits, the City will continue health
insurance coverage and life insurance coverage of the Employee (and the



835 Employee's dependents if applicable), up to and including 61 days from the date
that all such leave benefits have been exhausted as long as the Employee
continues to pay for his share of the premiums. At the end of the 61 days he or
she will have the option of continuing his or her health insurance as provided by
COBRA regulations at the Employee's expense, or have his or her insurance
coverage discontinued until such time as the Employee is able to return to work.

840
845 The Director of Public Services or his or her designee, in the use of
reasonable judgment, may also require an Employee to undergo a medical
examination, if the Employee's physical and/or emotional condition is affecting
his/her health, safety, job performance or well being. These examinations will not
be unreasonably requested.

Section 3 - Retirement and Separation

850 One-half (1/2) of the accumulated sick leave, to a maximum of 75 days, shall
be paid to an Employee upon retirement with 25 years of service, or upon death,
to his or her beneficiary. One-half of accumulated sick leave to a maximum of 45
days will be paid to any Employee separating with ten years of service.
Computation of the value of each day paid shall be determined by dividing the
most recent weekly salary by five.

855 Section 4 – Attendance Incentive

860 Those Employees who have reached maximum sick leave accumulation
(150 days) shall be entitled thereafter to exchange three (3) consecutive months of
perfect attendance for one (1) vacation day to be scheduled at the discretion of the
Director of Public Services or designee. Employees, who have not reached the
maximum sick leave accumulation, shall be granted one (1) vacation day upon the
completion of three (3) consecutive months without using sick leave. For the
purposes of this section the three (3) month periods are established as follows; 1 –
865 (July, August, September), 2- (October, November, December), 3 – (January,
February, March), 4 – (April, May, June). Use of sick leave for any reason (except
as noted below) during any three (3) month period will deem the Employee
ineligible for the incentive for that period. It shall be the Employee's responsibility
to notify the Department of his/her eligibility for this incentive. Upon earning an
870 attendance incentive day an Employee must elect to add the day to his/her
accumulated vacation leave or to have the current value (Employee's current
hourly wage x current work day hours) of the day placed into the Employee's
Cafeteria Benefit Plan for use in the next plan year which begins on 7/1. The value
of the Cafeteria Benefit Plan may not exceed the limit noted in Article 11, Section
875 4. Any earned vacation days shall be scheduled at the discretion of the Director of



Public Services or designee. It shall be the Employee's responsibility to notify the Department of his/her eligibility for this incentive. Any earned vacation days shall be scheduled at the discretion of the Director of Public Services or designee.

880 **ARTICLE 16 - OTHER LEAVES**

Section 1 - State and Federal Family Leave

885 The City will comply with all provisions of the State and Federal Family Medical Leave Acts which provides unpaid Employee leave for up to 10 consecutive weeks (12 weeks under the federal law) for serious, life threatening illness of the Employee or the Employee's immediate family, or for the birth or adoption of a child. Leave under the Federal or State Family Leave Acts may be taken if the Employee meets all of the requirements of the respective acts.

890 Any leave taken under the State and Federal Family Leave Acts shall be substituted for, not taken in addition to any time taken under the City's Sick Leave policy. If an Employee does not have sufficient sick leave accrual to cover leave provided by the State and Federal Family Leave Acts for which he/she is otherwise eligible, said State and Family Federal Leave shall be unpaid.

Section 2 - Leave of Absence

900 An Employee may be granted a leave of absence without pay by the City Manager on recommendation of the Department head, with such leave not-to-exceed one year in length. The granting of the leave shall protect the Employee's existing continuous service for the leave period but shall not count as service time for Maine State Retirement, nor shall vacation or sick leave accrue during the absence, nor will the Employee receive pay for municipal holidays.

905 For the purpose of this section Leave of Absence shall be defined as any leave without pay, of more than two weeks in duration, which is for personal reasons of the Employee, and which is not occasioned by illness of the Employee.

910 Section 3 - Military Leave

915 Employees who are members of the organized military reserves and who are required to perform field duty will be granted a maximum of two weeks reserve service leave, in addition to normal vacation leave, per fiscal year. For any such period of reserve service leave, the City will pay the difference (if any) between service pay, and the Employee's regular pay except as hereinafter



provided.

Section 4 - Jury Duty

920

An Employee will be granted special leave, as required, for jury duty or performance of other civic duty requiring appearance in court or before another public body. The Employee shall be paid the difference (if any) in compensation between the amount received from the rendering of such service and his or her regular rate of pay, if the service occurs during a work day. Any Employee who is released from active jury duty prior to 1:30 p.m. shall report to work and be available for active service.

925

Section 5 - Funeral Leave

930

Leave of absence without loss of pay shall be granted for five (5) consecutive calendar days for death of spouse or child and up to a maximum of three (3) consecutive calendar days (which must include the day of the funeral), plus reasonable travel time, shall be granted for the death of his or her immediate family. Immediate family here shall be defined to include parent, grandparent, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparents-in-law, grandchildren, and any other person living in the Employee's household. Special leave may also be granted for the funeral of a co-worker if the funeral is scheduled during the regular work day, with the time granted not-to-exceed four (4) hours. Funeral leave for a co-worker will not be granted if the funeral is scheduled on the weekend, holiday, evening or during time that the Employee is not normally scheduled to work. One day's funeral leave will be granted for all other in-laws and for aunts, uncles, nieces and nephews. For attendance at a funeral for a relative or friend not included in the category eligible for special leave, it shall be permissible to utilize sick leave.

935

940

945

Section 6 - Medical Leave

An Employee may be allowed up to 20 (twenty) hours per fiscal year of medical appointments when medical appointments are only available during working hours. Medical leave will be granted if the following conditions are met:

- The medical leave is available for the appointments of the Employee and is not intended to cover medical appointments for spouse or dependents.
- Medical Leave may be taken in one hour increments, but will not exceed four (4) hours per occurrence.
- The Employee must punch into work for at least 4 hours per day.

950

955



960 Medical appointments that exceed the 4 hour limit or which are in excess of
20 hours in the fiscal year will be charged against the Employee's sick leave
accrual, or if the sick leave is exhausted, against vacation or at no pay. It is the
responsibility of the Director of Public Services or designee to insure that this
benefit is not abused. Employees are required to schedule medical leave by
965 notifying the Director of Public Services or his or her designee, at least twenty-
four hours in advance (whenever possible). Following the appointment, a medical
sign-off form or a physician's slip/receipt may be required to be returned to the
Employee's supervisor and placed in the Employee's personnel file, unless
unusual circumstances exist.

970 Section 7 - Termination

An Employee who is absent from employment for any reason, excluding
active military duty, in excess of one (1) year, may be terminated at the discretion
of the City Manager. Employees with more than ten (10) years of continuous
975 employment with the city will have a period, not to exceed two (2) years for the
purposes of this section. Employees returning to work after a period of less than
one (1) year will be returned to their prior pay and seniority. Further, in any case,
Employees who have reached their maximum medical improvement and who as a
result are unable to fulfill their job duties may be terminated before the above
980 time periods. Employees must return to regular duty for a sixty (60) consecutive
day period in order to regain rights to a new grace period under this section.

Section 8 – Promotion Notice

985 With respect to promotion posting, Employees on leave will be notified of
the promotional opening via written notice (1st class mail) to their last known
address.

ARTICLE 17 - INSURANCE

990 Section 1 - Coverage

The City will make available to all Employees and their dependents (as
defined by the Maine Municipal Employee Health Trust) insurance under the
995 Maine Municipal Employees Health Trust (MMEHT). Effective with the signing of
this Agreement, Employees opting for health insurance coverage with the City
may participate in the PPO 500 Plan or the POS C Plan.

The City reserves the right to change or offer alternative insurance carriers,



1000 health maintenance organizations, preferred provider organizations, or benefit levels or to self-insure as it deems appropriate, so long as the new or alternative coverage and benefits are substantially similar to those which they are replacing.

Section 2 – Cost and Health Promotion Program

1005 The City and the Employee shall share in the cost of health insurance. Effective for the duration of this contract, City and Employee cost share for annual health insurance premiums will be 85% of the PPO 500 Plan for the City’s contribution and 15% of the PPO 500 Plan for the Employee contribution. The
1010 Employee cost share of the health insurance premiums will be 30% for Employees remaining in the POS C Plan. The City cost share toward the premiums will be 70% for Employees who remain in the POS C Plan.

1015 In order to maintain the 15% Employee contribution (or 30% if in the POS C Plan), the members of the bargaining unit agree to participate in a health promotion program. The Health Promotion Program will include the following components:

- 1020 • Annual Physicals -- The members of the bargaining unit agree to have an annual physical with their primary care physician each year. The City will pay up to \$20.00 co-pay for the office visit if the insurance plan requires a co-pay for the annual exam. The Employee will verify that he/she has received an annual physical by requesting that the physician complete a specific form generated by the City.
- 1025 • Health Education – The City will provide health education for the Employees at the Employees’ worksite on paid time. The health education sessions will be designed to be of special interest to the members of the bargaining unit.
- 1030 • Physical Fitness – The members of the bargaining unit may continue to participate in the City’s Wellness Program as designed by the City Wellness Team. In addition, the City will encourage Employee involvement in physical fitness programs and develop plans, programs and incentive for
1035 participation.

1040 This cost share shall apply regardless of the level of insurance (individual, individual with children, or family). Employees will reimburse their share on a weekly basis (48 pay periods) through payroll deduction. Employees may elect to have the weekly cost share deducted from their Cafeteria Benefit Plan. Employee cost share shall be adjusted upon notification and billing by the insurance carrier.



Employees who do not participate in the Health Promotion Program, either in part or in whole will be subject to the following cost share schedule:

1045
FY 2018-2020 Employee Cost Share: 25% (40% for Employees in POS C Plan)

Section 3 - Cost Containment

1050 The City reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar. 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.

Section 4 - Terms of Insurance Policies to Govern

1060 The extent of coverage under the insurance policies (including HMO and self-insured plans) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits there under shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability 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 - Group Term Life Insurance Plan

1075 Effective 7/1/17, the City will pay up to \$40,000 of supplemental term life insurance as provided under the City's policy with the Maine Municipal Employees Health Trust Supplemental Life Insurance Plan for each member of the collective bargaining group as long as the following criteria are met:

- 1080 1. The member agrees to pick up the cost of his/her supplemental life insurance for any coverage over \$40,000. If the member does not purchase the remaining life insurance coverage, the member will not be eligible for the first \$40,000.



1085 2. The City of Auburn and the participant agree to the terms and conditions of the MMEHT Supplemental Life Insurance Plan.

Section 6- Payment Program for Waiving Health Insurance Coverage with the City of Auburn

1090 Any Employee covered by this Agreement may elect to waive coverage under the City's health insurance plans. Any Employee electing to waive full coverage or partial coverage for which he/she would otherwise be eligible shall be paid according to the following conditions:

1095 a. Any Employee eligible for full family coverage, single parent coverage or single coverage, and who elects to waive all health insurance coverage under the City's plans, shall receive an annual payment equal to four (4) months of the City's portion of the health insurance premium contribution on the plan for which the Employee would otherwise be eligible. This payment shall be calculated using the insurance rates for the PPO 500 plan in effect for that calendar year.

1100 b. An Employee who is eligible for a full family plan, but who elects coverage under either a 'single parent plan' or a 'single plan,' shall receive an annual payment equal to four (4) months of the difference in the City's portion of the health insurance premium contribution applicable to the plan for which the Employee is otherwise eligible, and the (lesser) plan which the Employee elects. This payment shall be calculated using the insurance rates for the PPO 500 plan in effect for that calendar year.

1110 c. If an Employee is eligible to be covered under a City health insurance plan offered to another City worker (excluding those who work for the Auburn School Department), the Worker may elect to be covered under that other City worker's health insurance plan, in exchange for an annual payment from the City. The payment shall be equal to four (4) months of that portion of the health insurance premium that the City would otherwise be required to contribute if the Employee were to be covered as a single person. The payment shall be calculated using the insurance rates for the PPO 500 plan in effect for that calendar year.

1115 d. Any annual payment for waiver of health insurance coverage required by this section will be divided into twelve (12) equal payments and will be paid monthly.

1125 e. A new Employee who waives health insurance coverage shall not be eligible for the payment in lieu of insurance until he/she has successfully completed the probationary period.



1130 f. If the new Employee wishes to be reinstated on the City's health insurance plan, or changes his or her coverage from a single or a single parent plan (if he/she would otherwise be eligible for full coverage) he/she may do so as long as he or she follows the insurance carrier's requirements. Discontinuance of health insurance or reinstatement of coverage will be effective the first day of the month following the receipt of the written notice, provided that the Employee meets all conditions which may be imposed by the health insurance carrier.

1135 g. In order to receive payment for waiving health insurance coverage or to be reinstated on the health insurance plan, the Employee must annually notify the City's Director of Human Resources in writing, that he or she is electing to waive health insurance coverage, either in whole or in part. In addition, Employees who make such an election shall produce evidence of independent health insurance
1140 coverage to the City's Director of Human Resources during each open enrollment period under the City's health insurance plans, as a condition of receiving the payment.

Section 7 – Health Reimbursement Account (HRA)

1145 The City shall continue a Health Reimbursement Account for each Employee participating in the PPO 500 Plan through MMEHT. The City will provide 100% of the plan deductibles and co-insurance for each year of this Agreement.

1150 If, in any year during the term of this Agreement, City contributions remain in the HRA after all employee requests for reimbursement have been paid in accordance with the HRA plan documents, the remaining City contributions shall be credited to the City's HRA contribution obligation for the following year (the "Rollover Contribution"), if allowed under the HRA documents and applicable law.
1155 For the following year, the City shall contribute to the HRA the difference between the Rollover Contribution and the amount required to meet the City's obligation to fund 100% of the combined deductible and coinsurance payments for that year.

ARTICLE 18 - RETIREMENT

1160 The City of Auburn is a participating district in the Maine Public Employees Retirement System for the benefit of all Employees covered by this Agreement. Under this system, Employees may participate in a plan which provides a pension at one half (1/2) pay with twenty-five (25) years of service with the attainment of
1165 age 60 or a substantially similar plan.



1170 The City also participates in the I.C.M.A. 401(a) plan and the I.C.M.A. 457
plan. Participation is voluntary for any of the above retirement plans. The
Employee may join either the Maine State Retirement Plan or the I.C.M.A. 401(a)
1175 plan, but not both. The I.C.M.A. 457 plan may offer a supplement for either of the
other plans. The Employee contributes 5% to the 401(a) plan and the City
contributes 6% to the 401(a). There is no employer contribution toward the
I.C.M.A. 457 plan. The Employee and the employer must meet all IRS and I.C.M.A.
Retirement Corporation regulations in order to participate in the 401(a) and 457
1175 Deferred Compensation plans.

ARTICLE 19 - WORKER'S COMPENSATION

1180 All Employees are eligible for benefits under the Workers' Compensation
Act for a personal injury or compensable illness arising out of or in the course of
employment with the City.

1185 When an on-the-job accident occurs, the affected Employee shall report it
immediately to his or her direct supervisor, who in turn, shall immediately notify
the Director of Public Services or the Deputy Director of Public Services.

Medical bills, when received either by the Department or the Employee, are
to be forwarded immediately to the City's Director of Human Resources.

1190 If the injured Employee is out for more than three (3) days, the Director of
Public Services or his or her designee shall, on the 4th day, fill out an Employee
Wage Statement using the forms provided by the Director of Human Resources,
and forward it to the Human Resources Department. If an Employee is absent for
more than three (3) days as a result of an injury occurring at or as a result of his or
1195 her work for the City, an Agreement Claim Form will normally be signed by both
the City and the Employee.

1200 Medical bills are paid without any waiting period. For Employee
compensation there is a three (3) day waiting period. The City remains
responsible for Employee compensation for the first three (3) days of the absence;
between four and thirteen days the insurance carrier provides compensation;
fourteen days and over all compensation is retroactive to day one.

1205 If the carrier denies payment or stops payment, the Personnel Office will
contact the company, ascertain the reason, and contact the affected Employee.

The affected Employee in a situation such as above may petition for a
hearing before the Worker's Compensation Commission and may be required by



the City to petition for such a hearing.

1210

If he or she so prefers, the Employee may receive his or her normal pay by electing to have the difference between the amount of Worker's Compensation benefits and normal pay charged to accrued sick leave. Such an election shall be confirmed by the Employee in writing.

1215

Each time the injured Employee is examined by his or her physician, the examining physician shall notify the City as to the Employee's condition and whether or not he or she may return for light duty. If an Employee is determined to have a work capacity for other than his or her regular job, such Employee shall immediately report for such work as the City may arrange which is suited to the practitioner. Any Employee who is determined by his treating physician, chiropractor, or other health practitioner to be fit to return to his or her regular job shall do so immediately.

1220

1225

The City shall have the authority to order an examination of any Employee making a claim for, or receiving benefits under this section by a physician of his choice. The City shall pay for the cost of this examination.

1230

At the end of two years' absence from work as a result of a work related accident or illness, or at such time that the Employee is determined by a physician that he/she is unable to return to work, whichever is first, said Employee will be terminated from employment with the City of Auburn, unless extended by the City Manager after review of the Employee's medical condition.

1235

An Employee who is out of work due to a work related injury will accrue sick leave, vacation leave, and floating holidays, for one year cumulative absence from work beginning with the Employee's first date of injury, as long as the Employee remains employed by the City.

1240

ARTICLE 20 - CLOTHING

1245

For the duration of the contract, except as provided below the City will provide each member of the bargaining unit \$ 50 toward the purchase of a Cityapproved list of uniform short-sleeved tee shirts, long-sleeved tee shirts, hooded sweatshirts and/or jackets. The \$ 50 uniform purchase will be supplemented by a clothing allowance of \$ 520toward the purchase of other work-related clothing and footwear.

1250

Footwear shall be OSHA approved only. Allowable items include uniforms (shirts and pants), work gloves, winter jacket, insulated vest, coveralls, rain gear



(different than supplied by the City), winter gloves and hats. Items specifically excluded from reimbursement from the clothing allowances are watches, wallets, knives and similar items. Foul weather gear, including rainsuit and rubber boots, three (3) pairs of good quality work gloves annually and safety glasses will continue to be supplied by the City.

Employees are required to have with them, at all times, safety equipment and clothing required to perform the job. Such items may include, but not be limited to, hardhat, safety glasses, vests, ear protection, work gloves and safety footwear. The City will issue one pair of prescription safety glasses not to exceed \$300, when the employee has a new prescription. A second pair of tinted glasses, not to exceed \$300 will be allowed if job conditions warrant.

Employees are expected to wear clothing that is clean and in good repair to the work site. Employees will not wear clothing with any obscene, derogatory, or otherwise offensive wording, pictures or gestures on them. Clothing must meet all department safety standards.

The City shall determine the method of reimbursement to employees. Employees who are discharged, retire or otherwise terminate their employment with the City shall not be entitled to the balance of any unused clothing allowance.

ARTICLE 21 - DEFECTIVE EQUIPMENT AND DANGEROUS CONDITIONS

The City shall not require Employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law.

Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the Employee. The City shall not ask or require any Employee to take out equipment that has been reported by any other Employee as being in an unsafe operating condition until same has been approved as being safe by the mechanical Department foreman or his or her designee.

Whenever practicable, major repairs on defective equipment shall be made in the shop not on the highway.

Under no circumstances will an Employee be required or assigned to



engage in any activity involving dangerous conditions of work.

1295 If an Employee is injured on the job as a direct result of violent action taken
against him by a private individual(s) he shall have the first right to take civil
action against said individual(s). However, if the Employee does not wish to take
civil action he shall assign that right or request to the City who then shall have the
right to proceed with Court action. Expenses for action by the City shall be the
burden of the City and revenues derived from such action will revert to the City.

1300

ARTICLE 22 - MISCELLANEOUS PROVISIONS

During the term of this Agreement, the City agrees to maintain the
following practices and benefits:

1305

a. Employees can continue to use showers and lockers at the garage.

b. Employees can continue to use the lunch room and vending machines
after hours or during authorized breaks.

1310

c. Employees can continue to play portable radios in their trucks, so long as
they do not interfere with the reception of mobile radio communication.

1315

d. Supervisors will notify Employees when office/garage receives
notification of personal emergencies relating to one of the Employees.

e. City will provide a flashlight for each truck.

1320

f. Public Services Department Employees may continue to use Public
Services vehicles to stop for food, as long as stops are reasonably on the
way.

1325

g. City will continue present practice of attempting to maintain a position
for a disabled Employee for a period of up to one (1) year if it appears that
said Employee will return to work and that maintaining the position will not
be detrimental to the function of the Department.

1330

h. It shall be the responsibility of the Employees to make arrangements to
get to and from work. However, in call-back situations where an Employee
who lives in Auburn has no other method of transportation and no other
ride can be obtained, then the City may provide a ride to the worksite. In all
instances, the decision of the Director of Public Services or his or her
designee shall be final.



ARTICLE 23 - SUBCONTRACTING

1335

If the city's subcontracting will result in a loss of a job of an Employee, the City will meet and consult with the Union over the loss of the job. In addition, the City will:

1340

A. Fill a posted vacancy within the Public Services Department, if any, with an affected Employee who is qualified for that vacancy;

1345

B. If there is no posted vacancy for which an affected Employee is qualified, the City will attempt to find a vacancy elsewhere within the City's workforce, which would provide comparable employment and offer such employment to the affected Employee;

1350

C. If there is no comparable employment available elsewhere within the City's workforce, the City will attempt to obtain an offer of employment for an affected Employee from a subcontractor.

1355

D. If there is no offer of comparable employment by the City, and if there is no offer of comparable employment by the subcontractor, an Employee will then be laid-off. A laid-off Employee shall be recalled to his former job if a vacancy occurs within one (1) year of layoff.

1360

If an affected Employee obtains a job with a subcontractor, but is laid off by the subcontractor within two (2) years after the Employee's last date of employment with the City and the following conditions exist:

1365

1. The layoff of the former City Employee by the subcontractor was due to the loss of the contract with the City of Auburn;

2. the City of Auburn resumes the performance of the work formerly performed by the contractor;

1370

3. because of the resumption of such work by the City of Auburn, a vacancy exists in the Public Services Department for which the former City Employee is qualified;

Then the City shall recall that former City Employee for employment with the City of Auburn.

1375

A laid-off Employee or former Employee may be given notice of recall by certified mail sent to the Employee's last address in the City's records. Within five



1380 (5) working days after the certified receipt date, a laid-off Employee must notify the Director of Public Services of his or her intent to return to work in writing. If delivery of the notice is unsuccessful, or if an Employee fails to respond within five (5) working days of the certified receipt date, such Employee shall be considered to have forfeited his rights to recall and shall be considered to have quit City employment. If an Employee timely notifies the Director of Public Services of his or her intention to return to work, he shall be given up to fourteen (14) consecutive days of the certified receipt date within which to report to work.

1385 It is understood that the City may subcontract for reasons of economic or performance efficiency and effectiveness as long as those reasons do not include retribution on the Union for the conduction of legal Union activities.

ARTICLE 24 - TRAINING

1390 Section 1 - Purpose

1395 It is the policy of the Employer to provide training for its Employees whenever reasonably consistent with the operational needs of the Department. Training may be in various forms, such as through providing opportunities to work in other job classifications, through offering special training on new equipment, through the institution of safety training programs and demonstrations, through presenting group instruction and programs.

1400 Section 2 - Educational Opportunities

City will maintain reimbursement for educational credits as outlined in the Administrative Manual, unless otherwise specified herein.

1405 To provide for increased educational opportunities for mechanics, arborist and welders the City will pay the cost of testing and certification for any Employee who attains required or authorized certifications from the State of Maine subject to the following conditions:

1410 1. each Employee may only take each test once with the City's maximum cost to be \$150 per person;

1415 2. the Employee will be responsible for providing his/her own transportation, meals and related expenses;

2. as a result of State Certification, the City shall not be required to make



any changes in the Employee's job assignments, performance standards, promotions, pay, or other related matters, unless otherwise specified by this agreement.

1420

The sole purpose of assisting Employees to obtain State Certification is to provide an incentive for them to better themselves in their functional areas of employment.

1425 Section 3 - Commercial Drivers License

The City will reimburse an Employee for the cost of the Commercial Drivers License (CDL) when the CDL is a requirement for a promotion, or when the CDL is required by the City of Auburn. If an Employee acquires the CDL which is a requirement for a promotion which he receives at a later date, the City will reimburse the Employee for the cost of the license. The Employee will provide a receipt for the cost of the license to be placed in the personnel file for future reimbursement, if entitled by the provisions of this section.

1430

1435 Section 4 – Additional Certifications

Employees may obtain additional ASE (Automotive Service Excellence) certifications (mechanics only) or State of Maine licenses/endorsements and receive an annual bonus. All such certifications must meet the following conditions;

1440

- a. The certifications and/or licenses must not be required by the Employee's current job description.
- b. The certifications and/or licenses must be reasonably beneficial to the Public Services Department and its work activities. The Director of Public Services will render the final determination.
- c. Employees must show proof of valid certification and/or license (annually) in order to receive the specified bonus.
- d. No bonus shall be paid for certificates, diplomas or other awards granted as a result of training or course completions which do not meet all of the other conditions herein.
- e. Employees must complete their probationary period before being eligible for any bonus.
- f. Each annual bonus will be paid in January.

1445

1450

1455

For each State of Maine license/endorsement (listed below), earned and maintained, the Employee shall receive a \$ 150 annual bonus.



1460 Class A License (State of Maine) – only Equipment Operator II, Equipment Operator and Maintenance Person positions.

Class B License (State of Maine) – only Maintenance Person and Traffic Technician II positions.

1465 (eligible positions may only receive either the Class A or Class B bonus not both.)

1470 Tanker Endorsement (State of Maine) - current Employees (see attached list) who possess a valid tanker endorsement will be 'grandfathered' to receive the annual bonus. Said Employees will continue to receive the bonus so long as they maintain the certification and are employed by the Department. Any new Employee who is employed by the city and possesses a valid tanker endorsement will not be eligible for the bonus.

1475 Any existing Employee who does not currently possess a valid tanker endorsement but obtains said during his/her employment will also not be eligible for the bonus. Employees whose job position does not reasonably permit the operation of a tanker will not be awarded the bonus. Employees whose current or future job description requires a tanker endorsement will not be awarded the bonus. Through attrition, retirement or loss of license

1480 the Department will reduce the number of tanker endorsement bonus' to five (5).

Emergency Medical Technician (State of Maine) – any Employee.

1485 American Welding Society (AWS) – only Welder positions and two (2) other Employees. Two other Employees eligibility to be determined by seniority.

1490 Structural Welding Certification – equals one annual bonus.
Pipe Welding Certification – equals one annual bonus.
MIG/TIG Welding Certification – equals one annual bonus.

For each three (3) ASE certifications earned and maintained each Mechanic shall receive a \$ 300 annual bonus.

1495 The City agrees to develop a Field Training Program for the Department. The Program would conceptually provide for a standardized training program for Department positions and equipment. Within the program would be the appointment of Field Trainers who would possess the skills and knowledge to appropriately train new Employees or existing Employees on new equipment.

1500



ARTICLE 25 - SEPARABILITY AND SAVINGS CLAUSE

1505 If any provision of the Agreement is declared by proper legislative,
administrative or judicial authority to be unlawful, unenforceable or not in
accordance with applicable law, all other provisions of this Agreement shall
remain in full force and effect for the duration of this Agreement. The parties
mutually agree to then renegotiate the terms of that particular contract provision
which has been set aside.

1510 **ARTICLE 26 - ACTIVE AGREEMENT**

1515 The Union and the City agree, by mutual consent, to discuss, reopen or
negotiate any matter or contract provision of interest to the parties during the
term of this agreement. Any new or amended provision(s) is subject to ratification
by both parties and cannot be unilaterally implemented unless mutually ratified.
In particular, the parties agree to reopen and make necessary amendments
resulting from the discussions and implementation of the Labor-Management
Team Workplan.

1520 **ARTICLE 27 - LABOR-MANAGEMENT TEAM**

1525 The Union, its members, and the City agree to continue to participate in the
Labor-Management Team. The purpose of the team is to work together in
identifying and implementing improvements to the operations and productivity of
the Auburn Public Services Department and service to the citizens of Auburn. The
goals of the team include fostering good communications (both internal and
external), improving customer service (internal and external), increasing
accountability and effectiveness, increasing productivity and realization of cost
savings. For this effort, the Union agrees to appoint a minimum of three (3)
1530 representatives to the team and other members as may be needed for individual
issues and/or subcommittees.

1535 Annually, the team shall develop a Workplan (incorporated herein by
reference) for the Department. The Workplan will be developed to identify and
prioritize those areas/issues of improvement that the team will concentrate on
achieving the team's goals. Each year's Workplan is hereby incorporated into this
Agreement. In addition, the Union agrees to work towards the development and
implementation of an Employee appraisal system.

1540 **ARTICLE 28 - DURATION**



CITY OF AUBURN

Teamsters Local Union #340

1545 This Agreement shall be in full force and effect from July 1, 2017 to June 30, 2020, and shall automatically remain in effect from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify or terminate this Agreement.

In witness thereof, the undersigned have caused this Agreement to be executed.

1550

CITY OF AUBURN

TEAMSTERS LOCAL
UNION # 340

By: Peter Crichton
Its City Manager

By: Walter Reynolds
Its Shop Steward

By: Raymond Cote
Its Business Agent

By: Brett Miller
Its Secretary/Treasurer

Dated: _____, 2017

Dated: _____, 2017



Attachment A

Tanker Endorsements (as of July 1, 2017)

Rick Clark
David Knox
Alan Kolln
David Lane
Ed Nemethy
Donald Sjostrom
Alan Spencer

ATTACHMENT B

Wage Scale FY 2018-2020

2017-2020 Wage Table with 2% Increase											
Step/Range	1	2	3	4	5	6	7	8	9	10	11
16-17: Baseline											
A.1	Mechanic, Welder										
Annual	N/A	\$33,874.05	\$34,887.22	\$35,924.93	\$37,010.69	\$38,120.58	\$39,278.72	\$40,412.94	\$41,618.93	\$42,897.92	\$44,248.14
Weekly		\$651.42	\$670.91	\$690.86	\$711.74	\$733.09	\$755.36	\$777.17	\$800.36	\$824.96	\$874.77
Hourly		\$16.2856	\$16.7727	\$17.2716	\$17.7936	\$18.3272	\$18.8840	\$19.4293	\$20.0091	\$20.6240	\$21.8693
2017-2018											
Annual		\$34,551.53	\$35,584.96	\$36,643.43	\$37,750.90	\$38,882.99	\$40,064.29	\$41,221.20	\$42,451.31	\$43,755.88	\$46,397.90
Weekly		\$664.45	\$684.33	\$704.68	\$725.98	\$747.75	\$770.47	\$792.72	\$816.37	\$841.46	\$892.27
Hourly		\$16.61	\$17.11	\$17.62	\$18.15	\$18.69	\$19.26	\$19.82	\$20.41	\$21.04	\$22.31
2018-2019											
Annual		\$35,242.56	\$36,296.66	\$37,376.30	\$38,505.92	\$39,660.65	\$40,865.58	\$42,045.62	\$43,300.33	\$44,631.00	\$47,325.86
Weekly		\$677.74	\$698.01	\$718.77	\$740.50	\$762.70	\$785.88	\$808.57	\$832.70	\$858.29	\$910.11
Hourly		\$16.9435	\$17.45	\$17.97	\$18.51	\$19.07	\$19.65	\$20.21	\$20.82	\$21.46	\$22.75
2019-2020											
Annual		\$35,947.4129	\$37,022.5970	\$38,123.8231	\$39,276.0403	\$40,453.8645	\$41,682.8919	\$42,886.5352	\$44,166.3415	\$45,523.6159	\$48,272.3781
Weekly		\$691.2964	\$711.9730	\$733.1504	\$755.3085	\$777.9589	\$801.5941	\$824.7411	\$849.3527	\$875.4542	\$928.3150
Hourly		\$17.28	\$17.80	\$18.33	\$18.88	\$19.45	\$20.04	\$20.62	\$21.23	\$21.89	\$23.21
16-17: Baseline											
A	Equipment Operator I, Arborist, Bldg. Maint. Tech. I, Inventory Tech., Stock Room Attendant										
Step/Range	1	2	3	4	5	6	7	8	9	10	11
Annual	N/A	\$32,257.47	\$33,222.59	\$34,212.05	\$35,249.55	\$36,310.98	\$37,396.53	\$38,482.50	\$39,640.64	\$40,852.03	\$43,327.23
Weekly		\$620.34	\$638.90	\$657.92	\$677.88	\$698.29	\$719.16	\$740.05	\$762.32	\$785.62	\$833.22
Hourly		\$15.5084	\$15.9724	\$16.4481	\$16.9469	\$17.4572	\$17.9791	\$18.5012	\$19.0580	\$19.6404	\$20.8304
2017-2018											
Annual	1	2	3	4	5	6	7	8	9	10	11
Annual		\$32,902.62	\$33,887.04	\$34,903.65	\$35,950.76	\$37,029.29	\$38,140.16	\$39,284.37	\$40,462.90	\$41,676.79	\$44,193.77
Weekly		\$632.75	\$651.68	\$671.23	\$691.37	\$712.11	\$733.47	\$755.47	\$778.14	\$801.48	\$849.88
Hourly		\$15.82	\$16.29	\$16.78	\$17.28	\$17.80	\$18.34	\$18.89	\$19.45	\$20.04	\$21.25
2018-2019											
Annual		\$33,560.67	\$34,564.78	\$35,601.73	\$36,669.78	\$37,769.87	\$38,902.97	\$40,070.06	\$41,272.16	\$42,510.32	\$45,077.65
Weekly		\$645.40	\$664.71	\$684.65	\$705.19	\$726.35	\$748.14	\$770.58	\$793.70	\$817.51	\$866.88
Hourly		\$16.13	\$16.62	\$17.12	\$17.63	\$18.16	\$18.70	\$19.26	\$19.84	\$20.44	\$21.67
2019-2020											
Annual		\$34,231.8852	\$35,256.0783	\$36,313.76	\$37,403.17	\$38,525.27	\$39,681.03	\$40,871.46	\$42,097.60	\$43,360.53	\$45,979.20
Weekly		\$658.3098	\$678.0058	\$698.35	\$719.30	\$740.88	\$763.10	\$785.99	\$809.57	\$833.86	\$884.22
Hourly		\$16.4576	\$16.9500	\$17.46	\$17.98	\$18.52	\$19.08	\$19.65	\$20.24	\$20.85	\$22.11
B											
Equipment Operator II (Incl. 2nd & 3rd shift), Arborist Assistant											
Note: Reclassification - New Baseline Based on Eliminated EO Classification											
Step	1	2	3	4	5	6	7	8	9	10	
Annual	N/A	\$27,866.3800	\$28,710.6600	\$29,579.6800	\$30,448.2900	\$31,365.1500	\$32,305.9400	\$33,271.2500	\$34,235.9700	\$36,321.1700	
Weekly	N/A	\$535.8900	\$552.1300	\$568.8400	\$585.5400	\$603.1800	\$621.2700	\$639.8300	\$658.3800	\$698.4800	
Hourly	N/A	\$13.3973	\$13.8030	\$14.2210	\$14.5386	\$14.9794	\$15.5317	\$15.9958	\$16.4596	\$17.4621	
2017-2018											
Annual	1	2	3	4	5	6	7	8	9	10	11
Annual		\$28,423.71	\$29,276.42	\$30,154.71	\$31,059.35	\$31,991.13	\$32,950.87	\$33,939.39	\$34,957.58	\$37,047.59	\$38,159.02
Weekly		\$546.61	\$563.01	\$579.90	\$597.29	\$615.21	\$633.67	\$652.68	\$672.26	\$712.45	\$733.82
Hourly		\$13.67	\$14.08	\$14.50	\$14.93	\$15.38	\$15.84	\$16.32	\$16.81	\$17.81	\$18.90
2018-2019											
Annual		\$28,992.1818	\$29,861.95	\$30,757.81	\$31,680.54	\$32,630.96	\$33,609.88	\$34,618.18	\$35,656.73	\$37,788.55	\$38,922.20
Weekly		\$557.5400	\$574.27	\$591.49	\$609.24	\$627.52	\$646.34	\$665.73	\$685.70	\$726.70	\$748.50
Hourly		\$13.9386	\$14.36	\$14.79	\$15.23	\$15.69	\$16.16	\$16.64	\$17.14	\$18.17	\$18.71
2019-2020											
Annual		\$29,572.03	\$30,459.19	\$31,372.96	\$32,314.15	\$33,283.58	\$34,282.08	\$35,310.54	\$36,369.86	\$38,544.32	\$39,700.65
Weekly		\$568.69	\$585.75	\$603.32	\$621.42	\$640.07	\$659.27	\$679.05	\$699.42	\$741.23	\$763.47
Hourly		\$14.22	\$14.64	\$15.08	\$15.54	\$16.00	\$16.48	\$16.98	\$17.49	\$18.53	\$19.09
C											
(Reserved)											
D											
Equipment Operator (Reserved)											
E											
Building Maintenance Technician II											
Step	1	2	3	4	5	6	7	8	9		
Annual	Entry	N/A	\$26,539.76	\$27,335.78	\$28,155.92	\$29,000.61	\$29,868.80	\$30,761.95	\$31,678.61	\$33,611.76	
Weekly	Step	N/A	\$510.38	\$525.69	\$541.46	\$557.70	\$574.40	\$591.58	\$609.20	\$646.38	
Hourly	Deleted	N/A	\$12.7595	\$13.1422	\$13.5365	\$13.9426	\$14.3600	\$14.7894	\$15.2301	\$16.1595	
2017-2018											
Annual	1	2	3	4	5	6	7	8	9	10	11
Annual		\$27,070.56	\$27,882.67	\$28,719.15	\$29,580.73	\$30,468.15	\$31,382.19	\$32,323.66	\$34,284.00	\$35,312.52	\$36,371.89
Weekly		\$520.59	\$536.21	\$552.29	\$568.86	\$585.93	\$603.50	\$621.61	\$659.31	\$679.09	\$699.46
Hourly		\$13.01	\$13.41	\$13.81	\$14.22	\$14.65	\$15.09	\$15.54	\$16.48	\$16.98	\$17.49
2018-2019											
Annual		\$27,611.97	\$28,440.33	\$29,293.54	\$30,172.34	\$31,077.51	\$32,009.84	\$32,970.13	\$34,969.68	\$36,018.77	\$37,099.33
Weekly		\$531.00	\$546.93	\$563.34	\$580.24	\$597.64	\$615.57	\$634.04	\$672.49	\$692.67	\$713.45
Hourly		\$13.27	\$13.67	\$14.08	\$14.51	\$14.94	\$15.39	\$15.85	\$16.81	\$17.32	\$17.84
2019-2020											
Annual		\$28,164.21	\$29,009.13	\$29,879.41	\$30,775.79	\$31,699.06	\$32,650.03	\$33,629.53	\$35,669.07	\$36,739.14	\$37,841.31
Weekly		\$541.62	\$557.87	\$574.60	\$591.84	\$609.60	\$627.89	\$646.72	\$685.94	\$706.52	\$727.72
Hourly		\$13.54	\$13.95	\$14.37	\$14.80	\$15.24	\$15.70	\$16.17	\$17.15	\$17.66	\$18.1929

Attachment C

Grandfathered EO2 Wage Scale

Grandfathered Equipment Operator II's Stay in Current 2016-2017 Classification, and Receive 2% annual COLA. Only the current Step 10 and Step 11 EOII's are grandfathered											
2016-2017											
B	Equipment Operator II (Incl. 2nd & 3rd shift), Arborist Assistant										
Step	1	2	3	4	5	6	7	8	9	10	11
Annual	N/A	\$30,713.49	\$31,630.56	\$32,571.14	\$33,560.59	\$34,573.76	\$35,611.26	\$36,672.90	\$37,782.58	\$38,916.80	\$41,264.91
Weekly	N/A	\$590.64	\$608.28	\$626.37	\$645.40	\$664.88	\$684.83	\$705.25	\$726.59	\$748.40	\$793.55
Hourly	N/A	\$14.7661	\$15.2070	\$15.6592	\$16.1349	\$16.6220	\$17.1208	\$17.6312	\$18.1647	\$18.7100	\$19.8389
Wage Scale for Grandfathered EOII's											
2017-2018											
Step	1	2	3	4	5	6	7	8	9	10	11
Annual	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$42,090.21
Weekly	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$809.42
Hourly	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$20.24
2018-2019											
Step	1	2	3	4	5	6	7	8	9	10	11
Annual	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$42,932.01
Weekly	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$825.61
Hourly	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$20.64
2019-2020											
Step	1	2	3	4	5	6	7	8	9	10	11
Annual	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$43,790.65
Weekly	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$842.12
Hourly	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$21.05

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 68-08072017

ORDERED, that the City Council hereby approves the request from Anthea Thorpe, co-captain of The Dempsey Challenge Team "Team McKesson" to waive the \$50 flea market fee for the fundraiser for the Dempsey Center held on August 19, 2017.

Motion failed 8/7/2017 3-4 (Councilors Burns, Lee, Pross, and Titus opposed).

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 69-08072017

ORDERED, that the City Council hereby authorizes that \$110,000 in Home funds be reserved for the 477 Minot Avenue workforce housing project.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 70-08072017

ORDERED, that the City Council hereby direct staff to schedule the First Reading and Public Hearing for the attached Draft Recreational Planned Unit Development Ordinance for an upcoming Council meeting. In addition, the Council directs staff to provide draft changes to the ordinance as options for the Council to address the ideas raised by recreational facility owners regarding residential density and on-site wastewater disposal.

**Passage on 8/7/2017 6-1 (Councilor
Titus opposed).**

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 71-08072017

ORDERED, that the City Council hereby authorizes the City Manager and the Assistant City Manager to execute an asset purchase agreement for concessions restaurant equipment itemized in an inventory list received by City Staff for the total purchase price of \$90,000; and that the City Manager and Assistant City Manager be authorized to grant an option for Slap Shot, LLC, to purchase the same equipment from the City at fair market value, in the event the City's master lease for Norway Savings Bank Arena should terminate for reasons **other** than the City exercising its option to purchase the Arena.

Passage on 8/7/2017 6-1 (Councilor
Titus opposed).

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 72-08212017

ORDERED, that the City Council hereby sets the time for opening the polls for the November 7, 2017 election to be 7:00 A.M.

Passage on 8/21/2017 6-0 (Councilor Pross absent).

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 73-08212017

ORDERED, that the City Council hereby authorizes the City Clerk to place the proposed consolidation agreement and charter question on the November 7, 2017 municipal ballot as recommended by the Joint Charter Commission. The question shall appear as follows:

“Do you approve the charter and consolidation agreement as recommended by the Lewiston Auburn Joint Charter Commission?”

Passage on 8/21/2017 4-2 (Councilors Stone and Walker opposed, Councilor Pross absent).

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 74- 08312017

ORDERED, that the City Council hereby authorizes the City Manager to execute a purchase and sales agreement for a City owned property, PID # 240-212, and a portion of Troy Street Right of Way if vacated at a future date.

**Passage on 8/31/2017 4-1 (Councilor Lee opposed,
Councilors Burns and Titus absent).**

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 75 - 09112017

ORDERED, that the City Council hereby approves the request for Saint Dominic Academy to place a temporary sign for its Holiday Festival to be placed on Mount Auburn Avenue beside Starbucks from October 21st to November 7th. The event will take place on November 4, 2017.

Passage on 9/11/2017 7-0.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 76-09112017

ORDERED, that the City Council hereby appoints Denise Clavette as alternate member of the Maine Municipal Association's Legislative Policy Committee, replacing City Manager Crichton.

Passage on 9/11/2017 7-0.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 77-09112017

ORDERED, that the City Council hereby approves the annual renewal request for an Auto Graveyard/Junkyard permit for M & P Auto, Inc., 227 Merrow Road.

Passage on 9/11/2017 7-0.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 78-09112017

ORDERED, that the City Council hereby approves the annual renewal request for an Auto Graveyard/Junkyard permit for TY Auto, 249 Merrow Road.

Passage on 9/11/2017 7-0.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 79-09112017

ORDERED, that the City Council hereby approves the annual renewal request for an Auto Graveyard/Junkyard permit for Prolerized New England Company, LLC., 522 Washington St. North.

Passage on 9/11/2017 7-0.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 80-09112017

ORDERED, that the City Council hereby approves the annual renewal request for an Auto Graveyard/Junkyard permit for Isadore T. Miller, 79 & 80 Hotel Road.

Passage on 9/11/2017 7-0.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 81-09112017

ORDERED, that the City Council hereby approves the annual renewal request for an Auto Graveyard/Junkyard permit for Don's No Preference Towing of L/A, Inc., dba Morris Auto Parts, 940 Washington St. North, conditionally as long as the repairs are made to the satisfaction of the city by September 30, 2017.

Passage on 9/18/2017 as amended 6-1 (Councilor Pross opposed).

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 82-09112017

ORDERED, that the City Council hereby approves the annual renewal request for an Auto Graveyard/Junkyard permit for TY Auto, 249 Merrow Road.

Passage on 9/11/2017 7-0.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 83-09112017

ORDERED, that the City Council hereby appoints the following board and committee members as nominated by the Appointment Committee;

Board or Committee	Term Exp. Date	Name
Auburn Housing Authority	10/01/2022 10/01/2022	Gilda Berube Danelle Martell (Re-appointments)

Passage on 9/11/2017 7-0.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 84-09112017

ORDERED, that the City Council hereby appoints the following board and committee member as nominated by the Appointment Committee;

Board or Committee	Term Exp. Date	Name
Board of Assessment	10/01/2022	Levi Gervais (Re-appointment)

Passage on 9/11/2017 7-0.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 85-09112017

ORDERED, that the City Council hereby appoints the following board and committee members as nominated by the Appointment Committee;

Board or Committee	Term Exp. Date	Name
Community Development	10/01/2020	Dana Bonenfant
Block Grant (CDBG) Loan Committee	10/01/2020	Christopher Brann (re-appointments)

Passage on 9/11/2017 7-0.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 86-09112017

ORDERED, that the City Council hereby appoints the following board and committee member as nominated by the Appointment Committee;

Board or Committee	Term Exp. Date	Name
Conservation Commission	06/01/2020	Maurice Keene (re-appointment)

Passage on 9/11/2017 7-0.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 87-09112017

ORDERED, that the City Council hereby appoints the following board and committee members as nominated by the Appointment Committee;

Board or Committee	Term Exp. Date	Name
Parks and Recreation	10/01/2019	Timothy Cogle (new appointment)
Advisory Board	10/01/2019	Howard Fogle (re-appointment)
	10/01/2019	Belinda Gerry (re-appointment)

Passage on 9/11/2017 7-0.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 88-09112017

City of Auburn

NOTICE TO EXTEND DEADLINE OF AUTOMATIC VACATION OF PROPOSED, UNACCEPTED WAYS ("PAPER STREETS") FROM OPERATION OF 23 M.R.S.A. Section 3032

WHEREAS, on September 22, 1997, pursuant to 23 M.R.S.A. Section 3032, the Municipal Officers of the City of Auburn voted to extend for a period of twenty (20) years the proposed but unaccepted ways identified in the written notice recorded in the Androscoggin County Registry of Deeds on September 23, 1997 at Book3852, Pages 85 through 88; and

WHEREAS, pursuant to 23 M.R.S.A. Section 3032(2), the Municipal Officers may extend for a subsequent twenty (20) year period by the filing of a new notice within the preceding 20-year extension period.

WHEREFORE, the Auburn City Council, pursuant to 23 M.R.S.A. Section 3032(2) hereby gives notice that the ways identified on Exhibit A attached hereto, which have not been accepted as town ways or constructed or used as ways (commonly referred to as "paper streets and ways"), are excepted from the operation of 23 M.R.S.A. Section 3032 (1-A) for a period of twenty (20) years from the date of filing of this notice.

ATTEST:

Susan Clements-Dallaire
City Clerk, City of Auburn, Maine

STATE OF MAINE

Androscoggin County, ss

_____ (date)

Personally appeared before me the above-named Susan Clements-Dallaire, being duly authorized City Clerk of the City of Auburn, Maine, and made oath that the foregoing is a true act and deed of the Auburn City Council

Notary Public

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



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 88-11212016

ORDERED, that Cascades Drive, as laid out on the plan of the Auburn Industrial Subdivision, as approved by the Auburn Planning Board on June 10, 2016, and recorded at the Androscoggin County Registry of Deeds in Plan Book 51, Pages 110, 111, and 112, is hereby accepted as a City Street as provided in Title 23 M.R.S.A. § 3026 et sequ:

Passage on 2/6/2017 6-0.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 89-09182017

ORDERED, that the City Council hereby designates Robert Stone as the official Voting Delegate and Denise Clavette as alternate Voting Delegate for Auburn to the Maine Municipal Association Annual Business Meeting scheduled for Wednesday, October 4, 2017 at the Augusta Civic Center, Augusta, Maine.

Passage on 9/18/2017 7-0.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 90-09182017

ORDERED, that the City Council hereby confirms the appointment of Jody Durisko, to the Lewiston-Auburn Transit Committee (LATC) with a term expiration of 07/01/2019.

Passage on 9/18/2017 7-0.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 91-10162017

ORDERED, that the City Council hereby authorizes the Fire Chief to accept a grant awarded by the Firehouse Subs Public Safety Foundation in the amount of \$16,150 for the purchase of a digital fire extinguisher training system.

Passage on 10/16/2017 7-0.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 92-10162017

ORDERED, that the City Council hereby approves the Liquor License for AMDAG LLC, DBA Kristi's Cafe located at 767 Minot Avenue, Auburn, Maine.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 93-10162017

ORDERED, that the City Council hereby approves the Staying HOME Rental Assistance Program Guidelines as presented by Community Development Staff.

Passage on 10/16/2017 7-0.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 94-10162017

ORDERED, that the City Council hereby execute the Collective Bargaining Agreement between the City of Auburn and the Maine Association of Police Command Union effective 7/1/2017 through 6/30/2020.

Passage on 10/16/2017 7-0.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF AUBURN

AND

MAINE ASSOCIATION OF POLICE

COMMAND UNIT

July 1, 2017 - June 30, 2020

Table of Contents

PREAMBLE	1
ARTICLE 1 - BARGAINING UNIT.....	1
ARTICLE 2 - RECOGNITION OF CITY RIGHTS.....	1
ARTICLE 3 - RECOGNITION OF RIGHTS OF MEMBERS OF THE UNION	1
Section 1 Investigation of Police Misconduct	1
Section 2 Disciplinary Proceedings.....	3
Section 3 Personnel Files.....	3
ARTICLE 4- NON-DISCRIMINATION	4
ARTICLE 5 - NO STRIKE/NO LOCKOUT	4
ARTICLE 6 - CHECK-OFF	4
ARTICLE 7 - NEGOTIATIONS TIME-OFF	5
Section 1	5
Section 2	5
Section 3	5
ARTICLE 8 - GRIEVANCE PROCEDURE.....	5
ARTICLE 9 - WAGES	6
ARTICLE 10 - HOURS OF WORK	8
ARTICLE 11 - OVERTIME	8
ARTICLE 12- HOLIDAYS.....	8
ARTICLE 13 - VACATIONS.....	9
ARTICLE 14 - SICK LEAVE.....	10
ARTICLE 15 - FUNERAL LEAVE.....	10
ARTICLE 16 - TUITION REIMBURSEMENT.....	11

ARTICLE 17 - HEALTH INSURANCE	11
Section 1 Health Insurance Cost Share	11
Section 2 Payment Program for Waiving Health Insurance Coverage.....	12
Section 3 Terms and Conditions to Apply	13
Article 18 - CAFETERIA BENEFIT PLAN.....	13
ARTICLE 19 - Reimbursement	14
ARTICLE 20 - CLOTHING ALLOWANCE	15
Section 1 Purpose	15
Section 2 Reimbursement	15
Section 3 Uniform Policy	16
Section 4 Separation	16
Section 5 Allowance	16
ARTICLE 21 - WORKERS' COMPENSATION	16
ARTICLE 22 - COURT TIME	17
ARTICLE 23 - MANDATORY IN-SERVICE TRAINING	17
ARTICLE 24 - LIFE INSURANCE	18
ARTICLE 25 - INCONSISTENT RULES, REGULATIONS AND ORDINANCES ..	18
ARTICLE 26 - SAFE EQUIPMENT.....	18
ARTICLE 27 - LIABILITY INSURANCE	18
ARTICLE 28 - OUTSIDE EMPLOYMENT	19
ARTICLE 29 - MILITARY LEAVE.....	19
ARTICLE 30 - RECIPROCITY AGREEMENT	20
ARTICLE 31 - SENIORITY.....	20
Section 1 - List	20

Section 2 - Posting.....	20
ARTICLE 32 - DRUG TESTING.....	20
ARTICLE 33 - ACTIVE AGREEMENT.....	21
ARTICLE 34 - DURATION OF AGREEMENT.....	21
ARTICLE 35 - LABOR MANAGEMENT TEAM.....	21
APPENDIX A.....	23
APPENDIX B.....	24

PREAMBLE

Pursuant to the provisions of Chapter 9A, Revised Statutes of Maine, Title 26 as enacted by the Maine Legislature, the Municipal Public Employees Labor Relations Act, this agreement is entered into by the City of Auburn, Maine (hereinafter known as the City) and Maine Association of Police (hereinafter known as the Union).

It is the intent and purpose of the parties to set forth herein the entire Agreement covering rates of pay; wages, hours of employment and other conditions of employment; to increase the efficiency and productivity of employees in the Police Department; to provide for the prompt and fair settlement of grievances without any interruption of or other interference with the operation of the Police Department.

ARTICLE 1 - BARGAINING UNIT

It is expressly agreed that previous negotiations are without prejudice to the right of the City to object to the composition of the bargaining unit being represented by the negotiating team of the Union in any subsequent contract year. For the purpose of this agreement, the Maine Association of Police will represent all Lieutenants (with the exception of the Administrative Division Commander) and Sergeants in the Auburn Police Department.

ARTICLE 2 - RECOGNITION OF CITY RIGHTS

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

ARTICLE 3 - RECOGNITION OF RIGHTS OF MEMBERS OF THE UNION

Section 1 Investigation of Police Misconduct

Members of the Auburn Police Department hold a unique status as public officers, and the security of the City and its citizens depends to a great extent upon the manner in which members of the department perform their many duties, of contacts and relationships with the public. Out of such contacts and relationships may arise questions concerning the actions of members of the force. Such questions may require prompt investigation by superior officers designated by the Chief of Police or other competent authority.

To insure that such investigations are conducted in a manner conducive to good order and discipline, while observing and protecting the individual rights of each member of the department, the following rules of procedure are established:

A) To the extent possible, the interrogation will be conducted at a reasonable time taking into consideration the working hours of the member and the legitimate interests of the department. The officer conducting the interrogation shall advise the member that an investigation is being conducted. The investigating officer shall inform the member of the nature of the alleged conduct which is the subject matter of the interrogation and, unless circumstances warrant anonymity, shall identify the complainant. If it is known that the member being interrogated is a witness only, he shall be so informed.

B) In any case in which a police officer has been identified as a suspect in a criminal investigation, the interrogation shall be tape recorded and the tape shall be preserved by the investigating officer until the investigation is completed and all charges dropped or processed to conclusion. At his request, the member or his attorney may listen to, transcribe, or copy all or any portion of the tape.

The interrogation shall be conducted with as much confidentiality as possible. The interrogation of a member suspected of violating department rules and regulations shall be limited to questions which are reasonably related to the member's performance as it relates to the alleged violation.

C) If the member is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be afforded all rights granted under such circumstances to other persons.

D) In all cases in which a member is interrogated concerning a serious violation of departmental rules and regulations which, if proven, would be likely to result in his removal from the department, and where the same can be accomplished without unreasonably delaying or impeding the investigation, he shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his choosing and/or a representative of the Union before being interrogated and his attorney and/or a representative of the Union may be present during the interrogation, but may not participate in the interrogation except to counsel the member.

E) If the member under investigation is requested to submit to a polygraph examination, he or she will be furnished a list of questions which will be asked prior to the commencement of the examination. If a member is requested to submit to any other type of test, he or she will be advised of the type of test and the member will be afforded an opportunity to obtain a similar independent test if available.

F) The investigation will be conducted without unreasonable delay and the member will be advised of the final outcome of the investigation.

Section 2 Disciplinary Proceedings

Any member charged with a violation of department rules and regulations, incompetence, misconduct, negligence, insubordination, disloyalty or other serious disciplinary infraction may request a hearing provided such request is made in writing and delivered to the Chief or his representative no more than five days after the member is advised of the charge against him. No member shall be dismissed without first being given notice and an opportunity for a hearing whether he requests it or not. In the case of a member who has been suspended, the hearing shall, if requested by the member, be held no more than five days after the date when the suspension began.

The member shall be informed of the exact nature of the charge and shall be given sufficient notice of the hearing date and time to allow him an opportunity to consult legal counsel, conduct an investigation, and prepare a defense. The hearing, which shall be before the Chief, or in his absence or incapacity, the Acting Chief, shall be informal in nature. The member may be accompanied by legal counsel or a representative of the Union. The member shall have the right to confer with his representative at any time during the hearing and shall have the right to have his representative speak on his behalf. The member shall have the right to appeal the decision of the Chief, to the City Manager, as provided in Article 8, in any case involving a suspension. Any matters as to which a member has a right to a hearing under this Article shall not also be the subject of a grievance proceeding.

Section 3 Personnel Files

- A) Insofar as permitted by law, all personnel records, including home addresses, telephone numbers, and pictures of members shall be confidential and shall not be released to any person other than officials of the department and other City officials, except upon a legally authorized subpoena or written consent of the member.
- B) Upon request, a member shall have the right to inspect his official personnel record. Inspection shall be during regular business hours and shall be conducted under supervision of the department. A member shall have the right to make duplicate copies for his own use. No records shall be withheld from a member's inspection. A member shall have a right to have added to his personnel file a written refutation of any material which he considers detrimental.
- C) No written reprimand, which has not previously been the subject of a hearing, shall be placed in a member's personnel file unless the member is first given the opportunity to see a copy of the reprimand. Within five days thereafter, the member may file a written reply. If the Chief thereafter places the written reprimand in the member's personnel file, he shall also include the reply.
- D) After two years, any officer may request that single incidents be purged from his personnel file. The request shall be submitted to a three-member panel composed of a Union

representative, the Police Chief or his representative, and the City Manager or his designee. The panel shall determine whether or not the request should be granted. The decision of the panel shall be final. Requests for purging may be made only once in a two-year period for each individual incident.

ARTICLE 4- NON-DISCRIMINATION

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

ARTICLE 5 - NOSTRIKE/NO LOCKOUT

During the term of this Agreement, neither the Union nor its agents nor any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the City. During the term of this Agreement, neither the City nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

The Union agrees to notify all Local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this Article to return to work. Any or all employees who violate the provisions of this Article may be discharged or otherwise disciplined.

ARTICLE 6 - CHECK-OFF

The employer agrees to deduct the Union's weekly membership dues (uniform amount per member) and benefit premiums from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by Maine Association of Police, and the aggregate deductions of all employees shall be submitted together with an itemized statement to the Union on a quarterly basis, after such deductions are made. The written authorization for payroll deductions of Union membership dues shall be irrevocable during the term of this Agreement except that an employee may revoke the authorization, effective upon the expiration date of this Agreement, provided the employee notifies, in writing, the Employer and Maine Association of Police at least thirty (30) days, but not more than sixty (60) days prior to the expiration date of this Agreement.

The authorization for deduction of benefit fund contributions may be stopped at any time, provided the employee submits in writing, to the Employer and the Union a sixty (60) day notice of such intent. The Union shall indemnify the City and any Department of the City and

hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the City or any Department of the City for the purpose of complying with the provisions of this Article.

ARTICLE 7 - NEGOTIATIONS TIME-OFF

Section 1

The President or his designee shall be allowed reasonable time-off without loss of any benefits to represent members, at the members request, at any grievance procedure or departmental hearing and shall be allowed reasonable time to interview and represent a requesting member during all stages of a grievance procedure.

Section 2

Members of the Negotiating Committee shall be allowed reasonable time- off without loss of benefits to represent the Union on all negotiations with the City concerning the collective bargaining agreement.

Section 3

The Union shall supply a list of all members referred to in Section 1 and 2 to be kept at the Office of the Chief of Police for the purpose of verifying the status of the Union's President and Negotiating Committee.

ARTICLE 8 - GRIEVANCE PROCEDURE

The purpose of the Grievance Procedure shall be to settle all grievances between the City and the Union, or one of its members, as quickly as possible so as to insure efficiency and to promote employee morale. Grievances arising under this Agreement shall be adjusted and settled as follows:

Step 1. The employee, or his representative, or the Union shall present the grievance in writing to the Police Chief, whose duty it shall be to give the grievance full consideration and to make an effort to settle the grievance within ten (10) administrative working days after its presentation.

Step 2. If the grievance remains unresolved or the decision of the Police Chief is unsatisfactory, the aggrieved member, or his representative, or the Union shall file an appeal with the City Manager within ten (10) administrative working days after receiving the decision of the Police Chief. The Manager shall promptly hear and decide the grievance and provide a written copy of this decision to the aggrieved party and/or Union within ten (10) administrative

working days after hearing the grievance.

Step 3. In the event that the grievance remains unresolved and the decision of the City Manager is unsatisfactory, the aggrieved member, his representative, or the Union, may submit any or all of the issues involved to binding arbitration by giving written notice of such intention within ten (10) administrative working days after receiving the decision of the City Manager. If the parties are unable to agree upon an impartial arbitrator within ten (10) administrative working days of the date when notice of intent to proceed with arbitration is given, either party may request the appointment of an arbitrator by the American Arbitration Association and the proceedings shall thereafter be taken in accordance with the rules of the Association. The decision of the arbitrator shall be final and binding upon all parties. The arbitrator shall have no authority to add to, subtract from, or modify any provision of this Agreement.

The Employer and the Union shall bear the fees and expenses of the arbitrator equally. Each party shall be responsible for its own witness fees and expenses.

ARTICLE 9- WAGES

Members of the Auburn Police Department Command Unit shall be paid in accordance with the following wage schedule:

SERGEANT				
7/01/17 – 6/30/18	STEP 1 0 - 3 YEARS	STEP 2 4 - 7 YEARS	STEP 3 8 - 11 YEARS	STEP 4 12 + YEARS
ANNUAL	\$ 66,493.44	\$ 68,488.24	\$ 70,542.89	\$ 72,659.18
WEEKLY	\$ 1,278.72	\$ 1,317.08	\$ 1,356.59	\$ 1,397.29
HOURLY	\$ 31.9680	\$ 32.9270	\$ 33.9149	\$ 34.9323
LIEUTENANT				
7/01/17 – 6/30/18	STEP 1 0 - 3 YEARS	STEP 2 4 - 7 YEARS	STEP 3 8 - 11 YEARS	STEP 4 12 + YEARS
ANNUAL	\$ 76,292.14	\$ 78,580.90	\$ 80,938.33	\$ 83,366.48
WEEKLY	\$ 1,467.16	\$ 1,511.17	\$ 1,556.51	\$ 1,603.20
HOURLY	\$ 36.6789	\$ 37.7793	\$ 38.9127	\$ 40.0800
SERGEANT				
7/01/18 – 6/30/19	STEP 1 0 - 3 YEARS	STEP 2 4 - 7 YEARS	STEP 3 8 - 11 YEARS	STEP 4 12 + YEARS
ANNUAL	\$ 67,823.31	\$ 69,858.00	\$ 71,953.75	\$ 74,112.36
WEEKLY	\$ 1,304.29	\$ 1,343.42	\$ 1,383.73	\$ 1,425.24
HOURLY	\$ 32.6074	\$ 33.5856	\$ 34.5931	\$ 35.6309

LIEUTENANT				
7/01/18 – 6/30/19	STEP 1 0 - 3 YEARS	STEP 2 4 - 7 YEARS	STEP 3 8 - 11 YEARS	STEP 4 12 + YEARS
ANNUAL	\$ 77,817.98	\$ 80,152.52	\$ 82,557.10	\$ 85,033.81
WEEKLY	\$ 1,496.50	\$ 1,541.39	\$ 1,587.64	\$ 1,635.27
HOURLY	\$ 37.4125	\$ 38.5349	\$ 39.6909	\$ 40.8816
SERGEANT				
7/01/19 – 6/30/20	STEP 1 0 - 3 YEARS	STEP 2 4 - 7 YEARS	STEP 3 8 - 11 YEARS	STEP 4 12 + YEARS
ANNUAL	\$ 69,179.77	\$ 71,255.16	\$ 73,392.82	\$ 75,594.61
WEEKLY	\$ 1,330.38	\$ 1,370.29	\$ 1,411.40	\$ 1,453.74
HOURLY	\$ 33.2595	\$ 34.2573	\$ 35.2850	\$ 36.3436
LIEUTENANT				
7/01/19 – 6/30/20	STEP 1 0 - 3 YEARS	STEP 2 4 - 7 YEARS	STEP 3 8 - 11 YEARS	STEP 4 12 + YEARS
ANNUAL	\$ 79,374.34	\$ 81,755.57	\$ 84,208.24	\$ 86,734.49
WEEKLY	\$ 1,526.43	\$ 1,572.22	\$ 1,619.39	\$ 1,667.97
HOURLY	\$ 38.1607	\$ 39.3056	\$ 40.4847	\$ 41.6993

The Patrol Supervisor pay scale will be reviewed and adjusted to maintain a 5% differential between the highest step on the Patrol/Detective pay scale and the wages for a patrol supervisor with one year of experience. The pay scale will also maintain a 5% differential between the highest paid Patrol Supervisor and the wages for a Shift Commander with one year of experience. A 3% differential will be maintained between the steps.

In addition to the wage schedule, Patrol Supervisors will receive \$550 and Shift Commanders will receive \$650 on the pay period closest to December 1st of each contract year. The \$550 and \$650 pay will be included as wages when calculating pay differentials. Continuation of the said pay for subsequent years will be negotiable and considered in conjunction with overall wage adjustments. At the employee's option, said pay may be placed in to the employee's wellness account or deferred compensation account. Placement in either the wellness account or deferred compensation account must be in accordance with their respective rules, policies or provisions.

All employees will be subject to performance evaluations in order to receive performance steps on the anniversary date of promotion. All performance evaluations will be conducted within 45 days of the employee's anniversary date. If completed after the anniversary date, step increase will be retroactive for successful evaluations. Employees, whose step increase is withheld, due to performance evaluation, will receive a progress evaluation no more than three months from last anniversary date or completed evaluation process, whichever is greater.

ARTICLE 10 - HOURS OF WORK

Members shall be employed for a work week averaging forty (40) hours per week. The City may implement a new work schedule which shall remain in effect throughout the fiscal year in which it is implemented and may not be changed again during that fiscal year, except by agreement of the parties. Prior to a change in the work schedule, the City shall meet and consult, but not negotiate, with the Union with respect to a work schedule change. The City reserves the right to make immediate temporary changes in the scheduling of any and all members of the bargaining unit in the event of an emergency.

ARTICLE 11 - OVERTIME

Every member of the Union shall be paid at the rate of one and one half times their regular hourly rate of pay for each hour or portion of an hour in excess of their regular work week. Regular hourly rate of pay shall be determined by dividing 40 into their regular weekly salary. For the purpose of this paragraph hours worked shall not include hours compensated for by: Bereavement Leave, Reserve Service Leave, or Military Leave and Workmen's Compensation pay. Members called back to work shall receive a minimum of three (3) hours pay for the work which they are called back at the overtime rate.

Members of the bargaining unit may elect at their option, to accrue compensatory time at the rate of two (2) hours for every hour of overtime worked. Members may accumulate up to the maximums per contract year. Maximum accrual is 80 hours.

Any request for compensatory time for more than four (4) hours will require seventy two (72) hours' notice, unless there is an emergency which prevents it. Compensatory time shall be granted at such time and in such time blocks as are mutually agreed upon between the member and his supervisor; permission to utilize time off shall not be unreasonably denied by the supervisor if operating requirements will not be adversely affected. Compensatory time shall be granted only when no replacement is required.

Members will have the right to carry over twenty two (22) hours or two (2) working days into the next fiscal year. Any days not carried over shall be converted to cash, and paid in the last pay day of the fiscal year at the member's overtime rate. Carryover in excess of twenty two (22) hours or two (2) working days must have the approval of the Chief or his/her designee. Members may 'cash out' any accrued compensatory time only at one and one-half times their hourly rate and only to a maximum of forty (40) hours regardless of the contract year and/or accrual maximum.

ARTICLE 12- HOLIDAYS

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

New Year's Day	Patriot's Day	Labor Day	Thanksgiving Day
Martin Luther King Day	Memorial Day	Columbus Day	Christmas Day
Washington's Birthday	Independence Day	Veterans Day	

Further, each member shall be entitled to two floating holidays per year to be scheduled when no replacement for the member is necessary.

Members who work at least fifty (50%) percent of their regularly scheduled work shift on Christmas and/or Thanksgiving will receive an additional six (6) hours pay at straight time.

Employees shall annually receive one (1) personal day off. Employees may schedule said day when no replacement is necessary for the member.

ARTICLE 13 - VACATIONS

Each employee in the bargaining unit shall be entitled to ninety-six (96) hours or twelve (12) working days (whichever is greater), as per the superior officer's work schedule vacation leave each year. All employees having worked for the City for a period of not less than eight (8) years nor more than seventeen (17) years shall be entitled to one-hundred and twenty-eight (128) hours or sixteen (16) working days (whichever is the greater) each year. At eighteen (18) years, an employee shall be entitled to one-hundred and sixty (160) hours or twenty (20) working days whichever is the greater paid vacation leave.

Vacation leave shall be credited on a monthly basis. The month in which employment begins or ends will be counted as a month of service if employment begins before the 16th or ends after the 15th day of the month. Any absence from duty for which sick leave is paid shall not constitute a break in the service record for the accumulation of vacation leave. Unused vacation days may accrue from one year to the next. On June 30th of each year, the total accrual shall not exceed three hundred and fifty hours (350). Accumulated vacation leave, subject to the maximum allowed, shall be paid to an employee upon separation after six (6) months employment or upon death, with no minimum employment, to his or her beneficiary. The payment shall be made in one lump sum. Computation of the value of each hour paid shall be determined by utilizing the straight hourly wage.

Scheduling and/or approval of vacation leave shall be the responsibility of the Chief of Police or his/her designee, who shall ensure that vacations do not significantly interfere with the work and efficiency of the department. Provision shall be made, however, so that no employee forfeits any vacation leave.

ARTICLE 14- SICK LEAVE

Each employee shall be entitled to paid sick leave which is to be earned at the rate of one (1) working day for each calendar month of service. Unused sick leave may be accumulated to a maximum of 1440 hours. Sick leave credit will continue to accrue while an employee is on sick leave. Sick leave may also be granted to an employee because of illness of a member of the employee's "immediate family" which is defined as a spouse, child or parent.

One half of the accumulated sick leave shall be paid upon retirement or pension or upon compulsory separation at age 65 or to his/her beneficiary upon death.

For an employee not at the sick leave maximum accumulation, the employee will be granted one sick day off, up to a maximum of four per year if he/she does not use sick time in the periods outlined below. For the purposes of this provision, sick leave donated to a catastrophic sick leave bank shall not be interpreted as sick leave use. If an employee is on Family/ Medical Leave, regardless of the leave being used, the employee will not be eligible for a sick leave incentive day during that period.

It will be the responsibility of the employee to report in writing to the Police Department administration, when he/she has earned a sick leave incentive day. This must be done within 14 days of having earned the said day. A sick leave incentive day may *only* be taken when the employee does not have to be replaced.

- First Sick Incentive Day starts July 1st and ends September 30th
- Second Sick Incentive Day starts October 1st and ends December 30th
- Third Sick Incentive Day starts January 1st and ends March 31st
- Fourth Sick Incentive Day starts April 1st and ends June 30th

Employees at maximum sick accrual will continue to earn one vacation day for every two sick days not earned or for those participating in the in-service retirement program will earn one earned leave time day for every quarter of having no unscheduled absence. These members may also contribute up to 4 vacation days or earned leave time per year into the Cafeteria Benefit Plan (Wellness Account).

ARTICLE 15- FUNERAL LEAVE

Leave of absence without loss of pay and without loss of sick leave shall be granted to any superior officer for five (5) consecutive regularly scheduled work days because of death of a spouse or child and three (3) consecutive regularly scheduled work days because of a death in the immediate family plus any actual travel time reasonably required to return from out-of-state. Such leave shall commence no later than the date of death. Immediate family shall be defined to include mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, spouse's grandparents, grandchildren and another person living in

the employee's household. Such additional time needed after the expiration of the funeral leave period shall be charged against the employee's sick leave. An employee may also be granted leave to attend the funerals of persons not mentioned in this Article at the discretion of the Chief, such leave time to be charged as sick leave.

ARTICLE 16 - TUITION REIMBURSEMENT

The City will provide one hundred (100%) percent reimbursement for the successful completion of job related courses which have prior approval by the Chief. The maximum tuition reimbursement will be based upon the in-state tuition rate of the University of Southern Maine. Approved reimbursement will be provided within 30 days of a proper submission by a member. The City agrees to fund a minimum of an amount equal to 32 credit hours at the USM undergraduate rate for this unit. The member will participate to the fullest extent possible in education financial aid programs sponsored by the federal and state governments and in private scholarship programs. Any funds allocated to tuition reimbursement at the conclusion of the fiscal year, beyond the minimum allocation amount, may be distributed to members for approved reimbursement.

ARTICLE 17 - HEALTH INSURANCE

Section 1 Health Insurance Cost Share

The City shall provide health insurance benefits through the Maine Municipal Employees Health Trust or a comparable plan. The City will continue the PPO 500 plan through the Maine Municipal Employees Health Trust at the Employee/Employer cost share as outlined below. Members of the bargaining unit who opt to remain in the POS C Plan will pay the difference in premiums between the PPO 500 Plan and the POS C Plan for the single, single parent and family subscribers.

The City and the Employee shall share in the cost of health insurance. The cost share for annual health insurance premiums will be in accordance with the following schedule:

	City	Employee
<u>July 1, 2017- June 30, 2020</u>	75%	25%

All employees shall pay a portion of the health insurance premiums in accordance with the schedule outlined in the Health Promotion Program in Appendix B. In the event that the Health Promotion Program is eliminated, through loss of funding or any other reason, the Employee cost share will be 15% of monthly premiums for the life of this agreement. This cost share shall apply regardless of the level of insurance (individual, individual with children or family). Employees will reimburse their share on a weekly basis through payroll deduction. Employees may elect to have the weekly cost share deducted from their Wellness or Cafeteria Benefit Plan. Employee cost share

shall be adjusted upon notification and billing by the insurance carrier. Employees who certify that they have not and will not smoke or use any tobacco products during the contract year may have their weekly health insurance cost share reduced by \$2.00 per week.

The City will implement a Health Reimbursement Account (HRA) in the amount of 100% of maximum out-of-pocket costs for use toward deductibles and co-insurance for employees who enroll in the PPO 500 Plan. This will not include co-pays. Beginning July 1, 2017, the City will replenish the account with 100% of the total out-of-pocket costs. Funds will be available until December 31, 2017. January 1, 2018, the account will be replenished and be available throughout the calendar year, until the money is exhausted. The account will be replenished the following January. The City will replenish each account up to the amount specified above. The above percentages are applicable to the deductibles and co-insurance for single, parent, or family plan to which the employee subscribes.

Section 2 Payment Program for Waiving Health Insurance Coverage

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

1. Any employee eligible for full family coverage or single coverage and who elects to waive health insurance coverage shall receive a payment equal to the amount of three and seven tenths (3.7) months of health insurance premiums. The health insurance waiver payment will be divided into 12 equal payments and paid monthly.
2. An employee who is eligible for a full family plan but opts to take either a "single parent plan" or a "single plan" shall receive an annual payment equal to three and seven tenths (3.7) months of the difference in premiums between the plan for which he/she is eligible and the plan which he/she opts to take.
3. Employees who are married to other City (non-school) employees covered by the health insurance shall be eligible for an amount equal to three and seven tenths (3.7) months of insurance premiums at the single rate if he/she waives health insurance coverage with the City. The payment will be made to one or the other of the married employees, but not both.
4. A new employee who waives health insurance coverage shall not be eligible for the payment in lieu of insurance until he/she has successfully completed the probationary period.
5. If the employee wishes to be reinstated on the health insurance policy or change his or her coverage from a single or a single parent plan (if he/she would otherwise be eligible for full coverage) he/she may do so as long as he or she follows the insurance carrier's requirements for evidence of insurability and portability of coverage provisions.

6. If an employee is reinstated (or covered for the first time) after receiving payment for waiving health insurance coverage, the employee shall repay the City the balance of the payment, pro-rated on a monthly basis.
7. In order to receive payment for waiving health insurance coverage or to be reinstated on the health insurance plan, the employee must submit written notice to the Personnel Director. Discontinuance of health insurance or reinstatement of coverage will be effective the first day of the following month in which written notice has been received, provided that the employee meets all conditions which may be imposed by the health insurance carrier.
8. If an employee is currently receiving a payment for waiving health insurance coverage, then the new payment rates for waiving coverage will be implemented in the month in which the payments are normally due to the employee.
9. This section is effective with the signing of the contract and is not retroactive.

An employee who waives health insurance coverage and is not contributing toward a health insurance premium, but who is otherwise eligible for the non-smoking bonus, shall have the non-smoking bonus (\$100) added to the health insurance waiver payment.

All calculations for the health insurance waivers are based upon the PPO 500 plan.

Section 3 Terms and Conditions to Apply

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

Article 18 - CAFETERIA BENEFIT PLAN

The City will contribute \$800 to each employee's Cafeteria Benefit Plan. Employees will contribute a minimum of \$150, through weekly deduction, to their Medical Reimbursement Plan. Use and reimbursement will be made in accordance with the City's Cafeteria Benefit Plan.

In addition, employees may contribute the cash value of up to a maximum of forty- four hours from the following accrued leave to their Cafeteria Benefit Plan:

- Twenty-four (24) hours sick incentive days (must be complete days);
- Any accrued vacation, earned leaves time, or sick hours (employee must maintain a minimum of 30 days of accrued sick leave).

The cash value of the benefit will be calculated on the hourly rate (excluding overtime) effective as of July 1st of each year (when rate is known) upon enrollment. The total benefit in the Cafeteria Benefit Plan per employee from all sources (City contributions, weekly payroll contributions from the employee, and cash value of Sick Leave Incentive Days and/or sick days) may not exceed \$2,500. If contributions of vacation time bring the total in the Cafeteria Benefit Plan above the \$2,500 cap, the benefit may be used for the supplemental retirement (ICMA 457 Plan). Exceptions to the maximum may be requested and reviewed by the Police Chief and the Human Resources Director. The City will authorize the amount of \$500 be rolled over as permitted by IRS regulations, if allowed by the City's third party provider. Employees, who are discharged, retire or otherwise terminate their employment with the City, shall be entitled to the balance in accordance with IRS regulations.

ARTICLE 19 - Retirement

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

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

Upon entry into the program, eligible members in good standing will agree to be immediately rehired for a maximum of 60 months. For each month beyond the eligible date, the member reduces the maximum eligibility by the equal amount of months. The minimum amount of months in the program will be 12 months. The city may authorize an additional 12 months for a total of 72 months upon written request of the employee with a 12 month advanced notice. The city will determine if the request will be granted or denied and will respond to the employee within thirty days of receiving the request.

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

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

Upon rehire pursuant to this Article, members will be granted 12 “extended sick bank days.” A “day” shall be equivalent to the number of hours the member is working at the time of rehire. The extended sick bank will provide 12 sick days per year (credited on the member’s anniversary date and based on the numbers of hours in a day that the member is working at that time). Employees who are sick more than two consecutive scheduled work days are eligible to start using the 12 extended sick bank days instead of using their personal days. Each additional extended sick time occurrence within that year would first require the use of two personal days, assuming the member has remaining extended sick bank days available. Extended sick bank days cannot be rolled over from year to year, cashed out upon separation or used in the funding of a member’s cafeteria benefits plan. If a member experiences an extended sick leave and depletes all of the member’s extended sick days, that member may then revert back to utilizing any other accumulated earned time, including remaining personal time. Consistent with regular sick time usage, extended sick days may be used because of an illness to a member’s “immediate family,” defined as a spouse, child or parent.

Upon rehire, the participating member will receive an amount equal to 50% of the City’s required MePERS 3C plan contribution, which amount will be placed into an allowable tax deferred retirement contribution program.

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

ARTICLE 20 - CLOTHING ALLOWANCE

Section 1 Purpose

The City will furnish to employees an annual allowance for the purposes of purchasing, maintaining, replacing or repairing required uniforms, optional clothing or equipment listed in **Appendix A**. An employee’s primary clothing and equipment shall be maintained in good condition prior to purchasing optional clothing and equipment. Employees not required to wear a uniform on a daily basis shall maintain a complete BDU and Class A uniform.

Section 2 Reimbursement

Employees will be reimbursed for eligible expenses through purchase order or submission of receipts. The Police Chief may establish policies and procedures regarding

clothing allowance reimbursement. An employee, who has civilian clothing damaged while performing an approved plain clothes detail, will be replaced or repaired up to a maximum of \$50.00 from the employee's allocated clothing allowance. If damaged in the line of duty, the officer must notify the court officer for possible reimbursement through the court restitution process.

Section 3 Uniform Policy

The Police Chief shall establish and maintain a uniform policy regarding uniform requirements and maintenance. A committee appointed by the Chief in consultation with the Union may be established on an as-needed basis to consider changes in style or quality of the uniform. The Police Chief shall have final approval of all uniform standards. Employees must maintain uniforms in accordance with the policy regardless of the amount of clothing allowance.

Section 4 Separation

Employees who are discharged, retire or otherwise terminate their employment with the City shall not be entitled to the balance of any unused clothing allowance.

Section 5 Allowance

Permanent employees shall receive a maximum annual clothing allowance of \$600. An employee can elect to participate in the department laundering service; those who choose to participate will have their allowance reduced to \$400. Notification must be made to the Chief in January of each year. An employee not participating in the laundering service can elect to take up to \$200 of the annual clothing allowance for the cleaning and maintenance of uniforms and equipment. The allowance will be available on the first day of the City's fiscal year.

Members may annually roll over and bank up to \$1,000 from their allowance to be used for other items identified on the clothing and equipment lists.

ARTICLE 21 - WORKERS' COMPENSATION

Employees, who are covered by this agreement, and become incapacitated as a result of an illness or injury arising out of and in the course of employment shall continue to receive, in addition to compensation paid or payable under the Workers' Compensation Act, an amount sufficient to provide them with full pay while the incapacity exists and until they return to active duty, are placed on disability retirement, become eligible for a retirement pension or resign. For purposes of this article, full pay shall be defined as the employee's current base salary, as set forth in the attached wage schedules, plus other monetary benefits for which the employee would have been eligible if not incapacitated. Full pay shall not include compensation for overtime not worked during the period of incapacity. Monetary benefits for which the employee's eligibility cannot be determined due to the nature of the illness or injury causing

incapacity shall be withheld until such determination can be made (i.e., merit pay). The City shall also pay all hospital and medical expenses in accordance with the Workers' Compensation Act.

Employees provided benefits under this article shall continue to accrue sick leave, vacation benefits and holidays, subject to maximum accumulations, during the first twelve (12) months of incapacity. Employees may receive health insurance coverage for up to thirty-six (36) months from the date of incapacity or until the employee returns to active duty, is placed on disability retirement or resigns, whichever comes first. Employees receiving benefits under this article shall not be charged sick leave. Employees may take vacation leave while receiving benefits under this article, but in no case shall they receive double payment during said leave.

Employees who are unable to perform regular job duties as a result of an incapacity from an illness or injury arising out of and in the course of employment may be assigned, if available, other work normally performed by police officers or work related to work done by police officers (i.e. crime prevention, crime analysis, community policing, school liaison, etc.). Employees may agree to work which is not normally performed by or related to police officers. In all cases, such work and its availability shall be determined by the Chief and approved by a qualified physician familiar with the employee's incapacity.

The City reserves the right to require an independent medical examination to determine the extent of the incapacity. Employees who are determined by a qualified physician to be unable to ever return to work shall immediately apply for disability retirement. The City's liability to pay benefits under this section shall not be cumulative and may deduct any benefits provided by Workers' Compensation or require the employee to assign to it the right to receive any such benefits that any such employee repays to it the amount of any such benefits previously received.

Each time the injured employee is examined by his/her qualified physician, the physician shall provide a statement to the City indicating the employee's condition and whether or not the employee may return for regular duty. When the physician certifies the employee to be fit to return for normal duty, the employee shall immediately return to work as directed by the Chief or his designee.

ARTICLE 22 - COURT TIME

Employees covered by this Agreement, required to make an off-duty attendance at Court, shall receive a minimum of three (3) hours pay at his overtime rate for each such attendance or time and one half (1 1/2) his regular base hourly rate for all hours in attendance, whichever is greater. Any compensation (from other than the City) received by the employee for attendance at any Court or official hearing shall be paid to the City.

ARTICLE 23 - MANDATORY IN-SERVICE TRAINING

The Police Chief shall make available to all employees covered by this Agreement a minimum of 25 hours not-to-exceed a maximum of eighty (80) hours per year Mandatory-In-Service Training. Employees participating in this program shall be paid one and one half (1.5) times their regular hourly rate of pay for all hours of training received while not on a regularly scheduled shift under the provision of this program not-to-exceed eighty (80) hours in any single year. Payment for mandatory training hours will be paid in the payroll period in which it was worked. It is the intent to make available to all employees, as best as can be scheduled, an equal number of training hours. Attendance at mandatory training may be excused with the prior approval of the Chief.

ARTICLE 24 - LIFE INSURANCE

The City will pay the life insurance premiums under the Maine Municipal Employees Health Trust Supplemental Life Insurance Plan up to the first \$23,000 of coverage for each member of the collective bargaining group provided that the following conditions are met:

1. The participation rate (as determined by MMEHT) for the bargaining unit is achieved in order to provide the plan to the members.
2. The member agrees to purchase the remaining premiums based upon 1X, 2X or 3X his/her base annual salary. If the member does not purchase the remaining life insurance coverage, then the member will not be eligible for the first \$23,000 of paid coverage by the City.

ARTICLE 25 - INCONSISTENT RULES, REGULATIONS AND ORDINANCES

The provisions of this Agreement shall govern, where specifically applicable, any inconsistent rules, regulations or ordinances or any other provision or law notwithstanding. In all other cases the City Administrative Manual in effect on the date of this Agreement shall govern questions of intra- departmental procedure and working conditions in the department. The City shall cause to be drafted and put into effect all necessary ordinances to make existing ordinances consistent with this Agreement.

ARTICLE 26 - SAFE EQUIPMENT

It shall be the responsibility of the City to maintain equipment in a safe working order. Officers shall be responsible to report defects in equipment to their supervisor.

ARTICLE 27 - LIABILITY INSURANCE

The City of Auburn shall continue to provide employees with liability insurance with the

limits of \$300,000 with respect to any action brought under the State of Maine Tort Claims and \$350,000 with respect to any action brought outside of the State of Maine Tort Claims Act including but not limited to false arrest, police brutality and civil rights violations. The cost of all legal fees and costs related to any action shall be paid by the City in addition to the stated claim limits. The City may provide such coverage through a private insurance company, a public self-funded risk pool or by self-insuring. The Union, through its attorney, shall have the right to review said policy and its terms.

ARTICLE 28 – OUTSIDE EMPLOYMENT

Police officers will not engage in outside employment which might in any way hinder their impartial performance of their assigned duties as a police officer. Police officers who wish to obtain outside employment must first advise the Chief of Police and sign the following waiver:

The undersigned, an employee of the City of Auburn, does hereby waive and release said City from any labor expense or costs because of any injury incurred for reason of any employment accepted by the undersigned other than as an employee of said City.

I further release the City from any claim for salaries or wages during any absence caused by such injury.

Police officers shall annually advise the Chief of Police relative to outside employment and any changes thereto on forms provided by the Chief of Police prior to July 1st of each year. Such outside employment shall not be acceptable if any of the following conditions apply or develop:

1. Where it occurs that secondary employment has an adverse effect on the officer's sick leave record and work performance.
2. Where the nature or location of the employment compromises the effectiveness of the employee as an Auburn Police Officer or creates the appearance of impropriety on the part of the officer on the City.
3. Where secondary employment impairs the officer's ability to discharge the duties and responsibilities of his City job.
4. Where an officer is using his City position to influence his outside employment.

Officers who engage in secondary employment shall do so only with the understanding and acceptance that their primary job is as a Police Officer for the City of Auburn.

ARTICLE 29 - MILITARY LEAVE

All employees who are members of the organized military reserves and who are required to perform field duty will be granted reserve service leave in accordance with applicable federal and state statutes, in addition to normal vacation time. In order for the Chief of Police to accommodate military leave and to provide adequate staffing for the department, the reservist must provide a copy of the written orders as soon as possible after they are received. For any such period of reserve service leave, the City will pay the difference (if any) between service pay, and the employee's regular pay.

ARTICLE 3 0 - RECIPROCITY AGREEMENT

If an employee is injured on the job as a direct result of a violent action taken against him by a private individual(s), he shall have the first right to take civil action against said individual(s). However, if the employee does not wish to take civil action, he shall assign that right on request to the City who then shall have the right to proceed with civil action. Expenses for action by the City shall be the burden of the City as well as any revenue derived from such action shall revert to the City.

ARTICLE 31 – SENIORITY

Section 1–List

A seniority list shall be established naming all the employees covered by this agreement, beginning with the employee who has the greatest number of years of seniority within the rank first.

Seniority shall be determined by rank (lieutenant and then sergeant) based upon the employee's date of promotion. If in the event a promotional date is shared by another employee, seniority will be determined by date of hire. Seniority, for the purposes of this agreement, shall be interpreted to mean length of continuous service only, with the exception of members enrolled in the in-service retirement program. Seniority shall be the sole governing factor affecting vacations. Seniority shall be a governing factor affecting assignments (provided all other qualifications are equal) and shift selection, though both are subject to approval by the Chief of Police.

Section 2 - Posting

The seniority list shall be made available to the Union within thirty (30) days after the signing of this Agreement and posted on the department bulletin board. Corrections to the seniority list shall be made within thirty (30) days of such posting. After such thirty (30) day period, the seniority list shall be deemed correct.

ARTICLE 32 - DRUG TESTING

The Auburn Police Department will develop and implement a "for cause" drug testing program in compliance with state statutes, and the Departments of Human Services and Labor drug testing regulations within the first year of the contract.

The City will meet and consult with the superior officers bargaining unit over those sections of the drug testing program which relate to current employees including but not limited to the following areas:

What constitutes "for cause" for conducting drug tests on an employee;

- positions to be covered by the policy;
- level of illegal drug permitted in the sample;
- consequences of having a positive test;
- consequences of refusing to submit to the test;
- rehabilitation/treatment provided to an employee with a positive test;
- facilities at which the tests will be conducted;
- the sample collection process;
- notification of process to employees of written drug testing policies; and
- confidentiality of non-drug related medical information on the employee.

The drug testing program will not be implemented until the plan is approved by the Department of Labor.

ARTICLE 33 - ACTIVE AGREEMENT

The Union and the City may, by mutual consent, agree to discuss, reopen or negotiate any matter or contract provision of interest to the parties during the term of this agreement. In particular, the parties may agree to reopen and make any necessary amendments resulting from discussions and implementation of the annual Labor-Management Team Work-plan (referenced in Article 35).

ARTICLE 34 - DURATION OF AGREEMENT

This Agreement shall cover the period July 1, 2017 through June 30, 2020. This Agreement shall remain in effect until a subsequent agreement is reached.

ARTICLE 35 - LABOR MANAGEMENT TEAM

The Union, its members, and the City agree to continue to participate in the Labor-Management Team. The purpose of the team is to work together in identifying and implementing improvements to the operations of the Auburn Police Department and service to

the citizens of Auburn. The goals of the team include fostering good communications (both internal and external to the department), improving customer service (internal and external), increasing accountability and effectiveness, and realization of cost savings.

The City and the Union agree shall continue hold labor management discussions. Annually, the team shall develop a work plan for the department. The work plan will be developed to identify and prioritize those issues/areas of improvements that the team will concentrate on in achieving the Team's goals.

In witness thereof, the undersigned have caused this Agreement to be executed the ___ day of ___, 2017, with an effective date of July 1, 2017.

CITY OF AUBURN

MAINE ASSOCIATION OF POLICE –
COMMAND UNIT

By: Peter Crichton
Its City Manager

By:
Its

By:
Its

By:
Its

APPENDIX A
UNIFORM POLICY

1. All uniform, insignia, accessory, equipment and optional items will meet department specification and approval of the Chief.
2. All items, except footwear and civilian clothes must be returned to the department upon separation.
3. The Police Chief's sole discretion shall determine the situation and manner of wearing of uniform types and items.
4. Body armor shall be required to be worn while in uniform or on special detail. Replacement of body armor will be as recommended by the manufacturer and as monies are available.
5. Weapons will be issued by the department and will remain department property.
6. City will clean or replace uniforms or equipment which becomes contaminated with hazardous materials, including bodily fluids, as needed.

ISSUANCE & REPLACEMENT LIST

<u>Category/Item:</u>	<u>Qty</u>	<u>Category/Item:</u>	<u>Qty</u>
Hats (8-point/1 ball cap)	2	Sport Jackets	
Shirts (3 winter/ 3 summer)	6	Dress Slacks	
Pants	3 pr.	Dress Shirts	
Duty Gloves	1 pr.	Ties	
Tie	1	Dress Shoes	
Blousing Straps	1 pr.		
Shoes (Dress)	1 pr.		
Boots (All Season – Military Style)	1 pr.		
Coat	1		
Class A Uniform	1 ea.		
Raincoat	1		
<u>Insignia</u>		<u>Accessories</u>	
APD Pins	2	Weapon	1
Name Tags	2	Leather/Nylon Gear	all
Rank Insignias	As Appropriate	Handcuffs	1
Departmental Patches	As Appropriate	Pepper Mace	1
Badges	2	Attaché Case	1
Hat Insignia	1		

OPTIONAL CLOTHING/EQUIPMENT LIST (Other items not listed must have prior approval)

Sweater	Socks	Dickey
Raingear (additional)	Mock Turtleneck	Cold Weather Clothing
Polo Shirt	Shoes (Black Casual)	Range Clothing
BDU Windpants	Boots (Summer)	Gore-Tex tm Ballcaps

APPENDIX B
CITY OF AUBURN
HEALTH PROMOTION PROGRAM

The program seeks voluntary compliance with a health promotion and health care management system which focuses primarily on prevention activities. The goal is:

- To reduce the overall need for health care services by City employees and their dependents;
- To prevent disease by rewarding employees and their dependents for healthy behavior that will prevent disease; and
- To lower the rate of increase in the City's health insurance premiums.

The program can be broken down as follows: Health Risk Analysis and Education

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

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

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

The City, after consultation with the Health Care Provider and the City Wellness Team, will, at a minimum, provide monthly health related programs and topics that relate to the challenges that are facing the members. The City will continue to seek creative and meaningful ways to reward and

recognize employees making progress in obtaining their individual health care goals.

Health Care Advisory Team

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

Health Care Management Proposal

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

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

- 3% savings (1.5% each) when both employee and spouse agree to participate in a Health Risk Assessment, a physical examination by personal physicians including the prescribed lab/x-rays;
- 3% savings (1.5% each) when both agree to participate in an exercise program tailored by the Health Care Educator in conjunction with the employee's physician;
- 2% savings (1% each) non smokers and those who quit smoking;
- 2% savings (1% each) obtained BMI (body mass index) goals, or related weight management program.

NOTE: In the Employee Only and Employee with Child plans, the percentages for participation in the four components double for the Employee, i.e., 1.5% becomes 3% and 1% becomes 2%. The total adjustment to the employee's health insurance cost share will not exceed 10%.

Health Promotion Program and Health Insurance Cost Share

The proposed health insurance employees cost share is 25%.

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

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

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

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

Medical Spending Account

The City will continue to provide the Medical Spending Accounts through which the employee may submit receipts for office visit co-payments, lab work, diagnostic testing, and prescriptions. In addition the employee may increase the funds in the Medical Spending account by making additional contributions through payroll deductions and by allocating accrued sick days as allowed by the collective bargaining agreement.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 95-10162017

ORDERED, that the City Council hereby authorizes the Economic and Community Development Staff to proceed with the legal steps necessary to discontinue the Troy Street Right of Way between Hampshire Street and Library Street.

Passage on 11-6-2017 Passage 4-2 (Councilors Titus and Lee opposed).

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 96-10162017

ORDERED, that the City Council hereby authorize \$110,000.00 in home funds be reserved for the Troy Street workforce housing project.

A TRUE COPY

ATTEST _____
Susan Clements-Dallaire, City Clerk

Passage on 11/6/2017 5-1 (Councilor Lee opposed, Councilor Stone absent).

MEMORANDUM OF UNDERSTANDING
The City of Auburn & The Auburn Business Development Corporation

The City of Auburn ("City") and the Auburn Business Development Corporation ("ABDC") enter into this Memorandum of Understanding ("MOU") as of October 16, 2017 (the "Effective Date"), in order to clarify and confirm the uses of Program Income resulting from sales of commercial/industrial lots at the Auburn Enterprise Center ("AEC").

The AEC consists of real estate indicated as Lots 1-8 on a Subdivision Plan prepared by Sebago Technics, which was approved by the Auburn Planning Board on June 10, 2016, and is recorded in the Androscoggin County Registry of Deeds in Plan Book 51, Page 100, a copy of which is attached hereto as **Exhibit A** (the "Property").

The Property's improvements were funded in part through a grant from the U.S. Department of Commerce, Economic Development Administration (EDA Project No. 01-01-14171 – Auburn Industrial Park), awarded to the City and ABDC as co-applicants.

ABDC has incurred costs and expenses to develop the AEC, including real estate acquisition costs, professional service fees, and real estate taxes, enumerated in **Exhibit B** (the "ABDC Costs").

For so long as ABDC continues to own the Property, ABDC will continue to pay real property taxes on the Property to the City, which payments, once made, shall be added to the ABDC agreed upon Costs.

For the purposes of this MOU, the term "Program Income" is defined as all net revenue derived by ABDC from the AEC, whether from the rental or sale of some or all of the Property or otherwise generated by the AEC, once the ABDC Costs have first been repaid.

By execution of this MOU, the City and ABDC jointly acknowledge and agree that:

1. ABDC-owned land that comprises the commercial/industrial lots at AEC was improved in part with federal grant funds provided by the U.S. Department of Commerce, Economic Development Administration.
2. Therefore, use of Program Income resulting from sale of commercial/industrial lots at AEC is subject to conditions of the grant, specifically Special Award Condition #10 ("Income Reutilization Plan").
3. As such, Program Income will be spent in compliance with the Income Reutilization Plan jointly submitted to EDA by the City and ABDC in March of 2016, which was subsequently approved by EDA in May of 2016 (attached as **Exhibit C**).
4. After recoupment of the agreed upon ABDC Costs (attached as **Exhibit D**), Program Income shall be spent on the following qualified activities, in order of priority:
 - a) The City agrees to advance the costs of extending high speed fiber infrastructure a distance of approximately 1.2 miles along Lewiston Junction Road, in order to connect existing fiber cables to the entrance to the AEC. Program income will be used to reimburse the City of for the actual costs it has incurred to extend the fiber infrastructure as described.

- b) Establishing a pool of funds of \$35,000.00, to be held by the City of Auburn and used to pay wetland mitigation costs including monitoring cost which are solely attributable to the AEC, and which otherwise fall within the scope of the Memorandum of Understanding between ABDC and the City dated as of May 21, 2012. Any balance in this fund after the federally mandated monitoring period is completed will be refunded to the ABDC and expenditures of these funds will be subject to the same qualified activities agreed to in this MOU ;
 - c) Repayment of ABDC's debt incurred to develop the AEC above and beyond the ABDC Costs, provided that the debt shall have been secured by the Property or any portion thereof and shall have been of record as of June 13, 2016; and
 - d) Investment in future economic development investments in Auburn acceptable to ABDC, with a particular interest in revitalization projects that are not inconsistent with City plans and priorities.
5. Within 45 days of the Effective Date, ABDC shall deliver a quitclaim deed to the City, conveying title to the Pooled Mitigation Site located 1018 Summer St. in Auburn (otherwise known as the Dingley Estate), as more fully indicated on the attached Wetland Compensation Planting Plan prepared by Power Engineers, attached as **Exhibit E**.
6. The City and ABDC shall confer prior to the payment of any qualified activities listed in Section 4 above, as follows: (a) whichever party seeks payment or reimbursement of qualified activities from Program Income shall first submit a written payment request to the other in writing, directed to the City's Finance Director in the case of requests sent to the City, and in the case of requests sent to ABDC, to such agent as the President of ABDC shall designate in writing from time to time; (b) upon receipt, the City Finance Director or designated ABDC agent as the case may be, shall determine whether the request for payment satisfies EDA guidelines for income utilization, as prioritized in accordance with Section 4 above; (c) the recipient of the payment request shall notify the sender of his or her objection to or approval of the request in writing, within 5 business days of receipt; and (d) if the recipient of the payment request approves the disbursement, ABDC shall issue a check for the approved disbursement, with a copy of the check sent to the City's Finance Director. Any disputes with respect to such payment requests shall be resolved in accordance with Section 8.
7. To improve the cooperation and coordination associated with the grant and the AEC project, representatives of ABDC and the City will meet periodically, no less than once per quarter, to review expenditures of Program Income to ensure they remain in compliance with the EDA-approved Income Reutilization Plan and the above stated priorities. Additionally, ABDC and the City will convene a small working group of 4-6 representatives to consider how future ABDC investments can support City economic development priorities.
8. In the interest of continued dialogue and the peaceful resolution of any disputes which may arise between ABDC and the City with respect to the use of Program Income or any other matter within

the scope of this MOU, the City and ABDC agree to resolve any such disputes as follows: (a) first, through informal negotiation that shall require the City Manager and the President of ABDC to meet in person within 15 days of either party's request for a dispute resolution meeting; or (b) if the dispute remains unresolved following such meeting or if one party refuses to attend the meeting, the parties agree first to try in good faith to settle the dispute by mediation. If the parties fail to resolve the dispute in mediation they agree that the dispute shall be resolved through binding arbitration.

This MOU is made as of the Effective Date.

CITY OF AUBURN

AUBURN BUSINESS DEVELOPMENT CORP.

By: Peter Crichton
Its City Manager

By: Michelle Ritcheson
Its President

Exhibit "A"

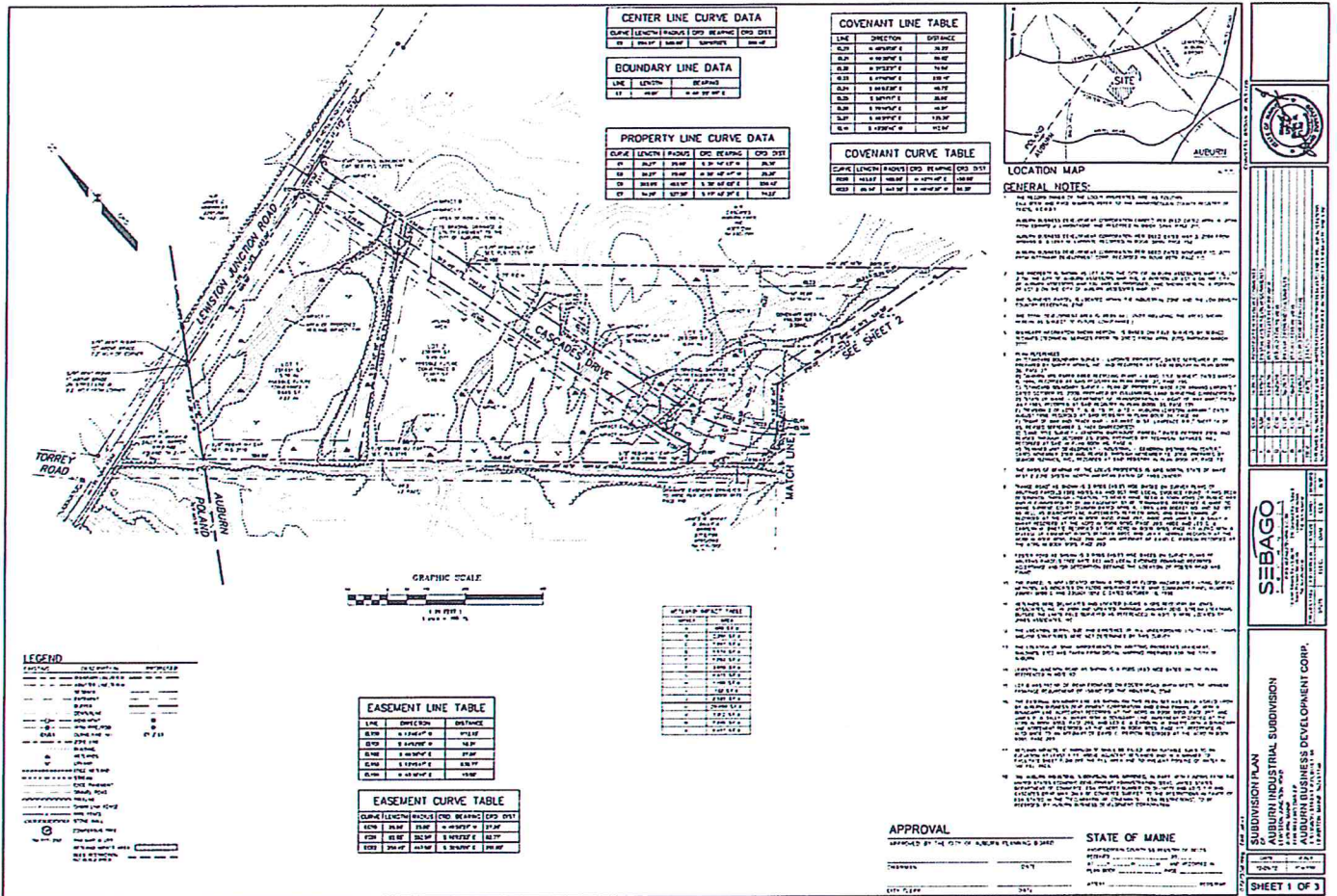


Exhibit "B" - ABDC Expenses

ABDC Expenses			
Auburn Enterprise Center			
as of 2/28/2017			
ACQUISITION			
Lapointe Property	\$ 92,009.60		purchased 2004
Lamontagne Property	\$ 25,356.41		purchased 2004
Cascade Property	\$ 235,892.96		purchased 2009
Berwick Property	\$ 133,835.77		purchased/financed 2011
	\$ 487,094.74		
DEBT SERVICE			
Berwick Property	\$ 35,565.33		Actual 2011-2016; \$120,000/20 yrs. @ 6%
Berwick Property	\$ 50,766.81		Projected interest 2017-2031
	\$ 86,332.14		
PROFESSIONAL SERVICES			
Legal Services	\$ 27,630.63		2012-2015; McKay easement, subdivision, deed restrictions, etc.
Technical Services	\$ 29,403.69		2008-2015; Engineering, environmental
Construction Services	\$ 3,400.00		2016; gate, cap re: pond
Marketing	\$ 5,086.79		2009-2015; signage, website
Miscellaneous	\$ 3,848.50		
	\$ 69,369.61		
REAL ESTATE TAXES			
Lamontagne Property - RE Taxes	\$ 22,994.99		2004-2016
Lapointe Property - RE Taxes	\$ 36,930.23		2004-2006
Berwick Property - RE Taxes	\$ 8,006.46		2011-2016
Cascade Property - RE Taxes	\$ 43,872.33		2009-2016
Lot 1 Property Taxes 16-17	\$ 3,025.08		formerly portion of Cascade Property
Lot 2 Property Taxes 16-17	\$ 2,860.80		formerly portion of Cascade Property
Lot 3 Property Taxes 16-17	\$ 3,279.87		formerly portion of Cascade Property
Lot 4 Property Taxes 16-17	\$ 4,269.97		formerly portion of Cascade Property
Lot 5 Property Taxes 16-17	\$ 3,599.47		formerly portion of Lamontagne Property

Exhibit "B" - ABDC Expenses

Lot 6 Property Taxes 16-17	\$ 7,861.62	formerly portion of Lapointe Property
Lot 7 Property Taxes 16-17	\$ 2,546.79	formerly portion of Lamontagne Property
Lot 8 Property Taxes 16-17	\$ 7,748.75	formerly portion of Lapointe Property
Lamontagne Property Taxes 16-17	\$ 229.09	remaining acreage of Lamontagne Property
Berwick Property Taxes 16-17	\$ 920.82	
	\$ 148,146.25	
REMAINING RE TAXES IN 16-17		
Lot 1 Property Taxes 16-17	\$ 3,025.08	
Lot 2 Property Taxes 16-17	\$ 2,860.80	
Lot 3 Property Taxes 16-17	\$ 3,279.87	
Lot 4 Property Taxes 16-17	\$ 4,269.97	
Lot 5 Property Taxes 16-17	\$ 3,599.47	
Lot 6 Property Taxes 16-17	\$ 7,861.62	
Lot 7 Property Taxes 16-17	\$ 2,546.79	
Lot 8 Property Taxes 16-17	\$ 7,748.75	
Lamontagne Property Taxes 16-17	\$ 229.09	
Berwick Property Taxes 16-17	\$ 920.82	
	\$ 36,342.24	

Total ABDC-AEC Expenses as of 6/2017	\$ 827,284.97
---	----------------------

Exhibit "C"

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

Office of Planning & Development

Date: 03/14/2016

Alan Schuetz, Jr., P.E.
Project Engineer
U.S. Department of Commerce
Economic Development Administration
601 Walnut Street – Suite 140 South
Philadelphia, PA 19106

Re: EDA Award Number: 01-01-14171 Auburn, ME

Subject: **Income Reutilization Plan** (S.A.C. #10)

Dear Mr. Schuetz:

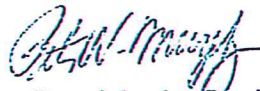
The City of Auburn (lead recipient) and the Auburn Business Development Corporation (co-recipient) agree to use the income generated from the project facility in the following order of priority:

- a. Administration, operation and maintenance of the project facilities for their useful life in a manner consistent with good property management practice and in accordance with the established building codes. This may include, where applicable, the repayment of indebtedness resulting from any legal encumbrance (e.g. mortgage) on the EDA-assisted project facility.
- b. Economic development activities that are authorized for support by EDA provided such activities are within the designated area.

Sincerely yours,



Mr. Howard Kroll, City Manager
Auburn, Maine



Peter Murphy, President
Auburn Business Development Corporation

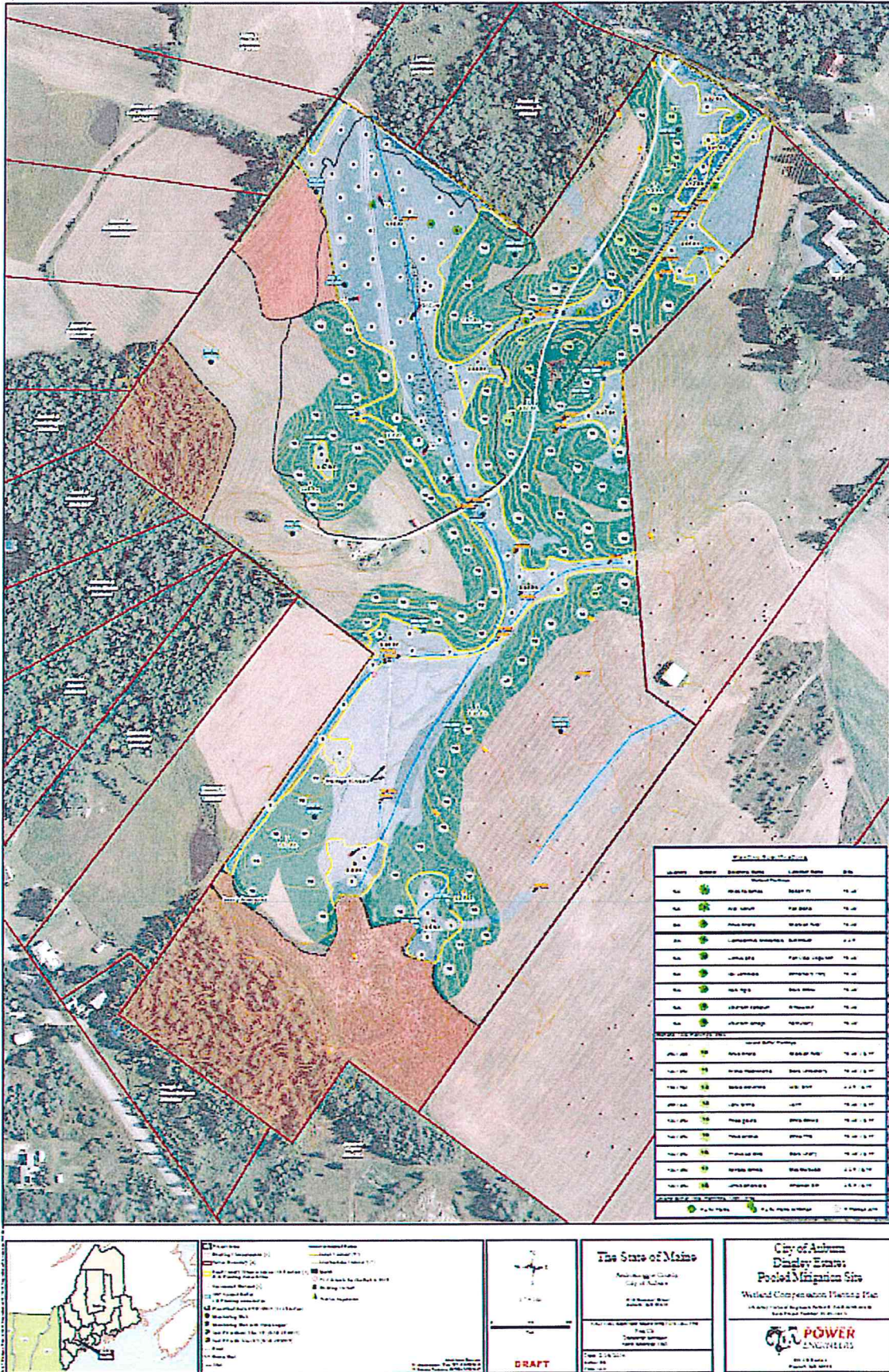
Exhibit "D"- ABDC agreed upon costs

ABDC Expenses Auburn Enterprise Center as of 2/28/2017	ABDC Expenses as of 02/28/2017	ABDC Agreed upon costs as of 09/06/2017
ACQUISITION		
Lapointe Property	\$ 92,009.60	\$ 92,009.60 purchased 2004
Lamontagne Property	\$ 25,356.41	\$ 25,356.41 purchased 2004
Cascade Property	\$ 235,892.96	\$ 235,892.96 purchased 2009
Berwick Property	\$ 133,835.77	\$ 133,835.77 purchased/financed 2011
	\$ 487,094.74	\$ 487,094.74
DEBT SERVICE		
Berwick Property	\$ 35,565.33	\$ 35,565.33 Actual 2011-2016; \$120,000/20 yrs. @ 6%
Berwick Property	\$ 50,766.81	\$ 50,766.81 Projected interest 2017-2031
	\$ 86,332.14	\$ 86,332.14
PROFESSIONAL SERVICES		
Legal Services	\$ 27,630.63	\$ 27,630.63 2012-2015; McKay easement, subdivision, deed restrictions, etc.
Technical Services	\$ 29,403.69	\$ 29,403.69 2008-2015; Engineering, environmental
Construction Services	\$ 3,400.00	\$ 3,400.00 2016; gate, cap re: pond
Marketing	\$ 5,086.79	\$ 5,086.79 2009-2015; signage, website
Miscellaneous	\$ 3,848.50	\$ 3,848.50
	\$ 69,369.61	\$ 69,369.61
REAL ESTATE TAXES		
Lamontagne Property - RE Taxes	\$ 22,994.99	\$ 11,497.50 2004-2016
Lapointe Property - RE Taxes	\$ 36,930.23	\$ 18,465.12 2004-2006
Berwick Property - RE Taxes	\$ 8,006.46	\$ 4,003.23 2011-2016
Cascade Property - RE Taxes	\$ 43,872.33	\$ 21,936.17 2009-2016
Lot 1 Property Taxes 16-17	\$ 3,025.08	\$ 1,512.54 formerly portion of Cascade Property
Lot 2 Property Taxes 16-17	\$ 2,860.80	\$ 1,430.40 formerly portion of Cascade Property
Lot 3 Property Taxes 16-17	\$ 3,279.87	\$ 1,639.93 formerly portion of Cascade Property

Exhibit "D"- ABDC agreed upon costs

Lot 4 Property Taxes 16-17	\$	4,269.97	\$	2,134.99	formerly portion of Cascade Property
Lot 5 Property Taxes 16-17	\$	3,599.47	\$	1,799.74	formerly portion of Lamontagne Property
Lot 6 Property Taxes 16-17	\$	7,861.62	\$	3,930.81	formerly portion of Lapointe Property
Lot 7 Property Taxes 16-17	\$	2,546.79	\$	1,273.39	formerly portion of Lamontagne Property
Lot 8 Property Taxes 16-17	\$	7,748.75	\$	3,874.37	formerly portion of Lapointe Property
Lamontagne Property Taxes 16-17	\$	229.09	\$	114.55	remaining acreage of Lamontagne Property
Berwick Property Taxes 16-17	\$	920.82	\$	460.41	
	\$	148,146.25	\$	74,073.12	
REMAINING RE TAXES IN 16-17					
Lot 1 Property Taxes 16-17	\$	3,025.08	\$	3,025.08	
Lot 2 Property Taxes 16-17	\$	2,860.80	\$	2,860.80	
Lot 3 Property Taxes 16-17	\$	3,279.87	\$	3,279.87	
Lot 4 Property Taxes 16-17	\$	4,269.97	\$	4,269.97	
Lot 5 Property Taxes 16-17	\$	3,599.47	\$	3,599.47	
Lot 6 Property Taxes 16-17	\$	7,861.62	\$	7,861.62	
Lot 7 Property Taxes 16-17	\$	2,546.79	\$	2,546.79	
Lot 8 Property Taxes 16-17	\$	7,748.75	\$	7,748.75	
Lamontagne Property Taxes 16-17	\$	229.09	\$	229.09	
Berwick Property Taxes 16-17	\$	920.82	\$	920.82	
	\$	36,342.24	\$	36,342.24	
Total ABDC-AEC Expenses as of 6/2017					
	\$	827,284.97	\$	753,211.85	

Exhibit "E"



Legend

- Property Boundary
- Wetland Compensation Features
- ...

DRAFT

The State of Maine
 Department of Environmental Protection
 100 State Street
 Augusta, ME 04330
 Date: 11/11/10

City of Auburn
 Dingley Evans
 Pooled Migration Site
 Wetland Compensation Features Map
 POWER ENGINEERS

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 97-10162017

ORDERED, that the City Council hereby authorize the City Manager to sign the Memorandum of Understanding between the City of Auburn and the Auburn Business Development Corporation.

Passage on 11/6/2017 5-0-1 (Councilor Stone absent, Councilor Lee not in the room during the vote).

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 98-10162017

ORDERED, that the City Council hereby approves the annual renewal request for an Auto Graveyard/Junkyard permit for Don's No Preference Towing of L/A, Inc., dba Morris Auto Parts, 940 Washington St. North.

Passage on 10/16/2017 7-0.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 99-11062017

ORDERED, that the City Council hereby appoint the following named person to serve documents as a Constable on behalf of the Auburn Police Department for 2017:

John Banville

Civil Process Only

Without Firearm

Appointment

Passage on 11/6/2017 5-0-1 Councilor Stone absent, Councilor Titus was not in the room for the vote).

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 100-11062017

ORDERED, that the City Council hereby accepts the transfer of \$1,940.00 forfeiture assets in Rem in U.S. Currency to the Auburn Police Department (Unified Criminal Court Docket No. CR-17-1847 Dennis Roman).

Passage on 11/6/2017 5-0-1 Councilor Stone absent, Councilor Titus was not in the room for the vote).

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 101-11062017

ORDERED, that the City Council hereby accepts the transfer of \$3,295.00 forfeiture assets in Rem (\$1,087.35 in U.S. Currency) to the Auburn Police Department (Unified Criminal Court Docket No. CR-17-1660 Cain Robertson).

**Passage on 11/6/2017 5-0-1 Councilor Stone
absent, Councilor Titus was not in the room
for the vote).**

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 102-11062017

ORDERED, that City Council hereby approves the Auburn Ski Association request for a temporary sign for their Annual Ski Swap which will be held on Sunday, November 12th, 2017. The sign will be placed at the intersection of Turner Street and Lake Auburn Avenue below Starbucks.

Passage on 11/6/2017 5-0-1 Councilor Stone absent, Councilor Titus was not in the room for the vote).

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 103-11062017

ORDERED, that the City Council hereby appoints the following individuals as Wardens and Ward Clerks for the November 6, 2017 Election.

David Foster – Warden
Levi Gervais – Warden
Audrey Murphy - Warden

Lorraine Boilard - Ward Clerk
Steve Martelli - Ward Clerk
Paul Ouellette - Ward Clerk
Alice Dill - Ward Clerk

Passage on 11/6/2017 5-0-1 Councilor Stone absent, Councilor Titus was not in the room for the vote).

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 104-1106017

ORDERED, that the City Council hereby appoints the following board and committee member as nominated by the Appointment Committee;

Board or Committee	Term Exp. Date	Name
Board of Assessment	10/01/2022	Amy Dieterich (full member, new appointment)

Passage on 11/6/2017 6-0 Councilor Stone
absent).

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 105-11062017

ORDERED, that the City Council hereby appoints the following board and committee member as nominated by the Appointment Committee;

Board or Committee	Term Exp. Date	Name
Conservation Commission	06/01/2020	Shelley Norton (new appointment)

Passage on 11/6/2017 5-0-1 Councilor Stone absent, Councilor Titus was not in the room for the vote).

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 106-11062017

ORDERED, that the City Council hereby appoints the following board and committee members as nominated by the Appointment Committee;

Board or Committee	Term Exp. Date	Name
Zoning Board of Appeals	10/01/2020	Christopher Gendron (full member, re-appointment)
	10/01/2020	Bruce Richardson (full member, re-appointment)
	10/01/2020	Courtney McDonough (full member, re-appointment)

Passage on 11/6/2017 6-0 Councilor Stone
absent).

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 107-11062017

ORDERED, that the City Council hereby approves the Liquor License for Hing Long Inc, DBA Tin Tin Buffet located at 120 Center Street Suite 202, Auburn, Maine.

Passage on 11/6/2017 6-0 Councilor Stone absent).

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

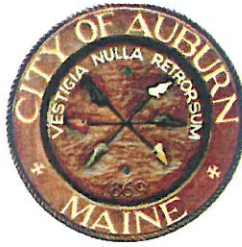
IN CITY COUNCIL

Order 108-11062017

ORDERED, that the City Council hereby authorize staff to request proposals for the History Trail Signage project, use the existing group of community members to solicit content ideas from the public and determine content, select a vendor to build and install the signs and to utilize up to \$25,000 of existing wayfinding funds for the project.

Passage on 11/6/2017 6-0 (Councilor Stone absent).

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL
November 20, 2017

Order 108-11202017

WHEREAS, The City of Auburn (the “City”) designated its Downtown Municipal Development and Tax Increment Financing District #10 (“the Downtown District”) and adopted the Development Program for such district initially in 2002; and

WHEREAS, the City adopted the First Amendment to the development program in 2014 in order to add acreage, add some public projects and allow the ability for the City to enter into credit enhancement agreements; and

WHEREAS, the City adopted the Second Amendment to the Downtown District Development Program in 2016 in order to remove an area to be developed as a separate tax increment financing district,

WHEREAS, the City has received a request for a credit enhancement agreement from the developer of an affordable housing project relating to a property located in the area of a parcel known on City tax maps as Map 240, Lot 212 but the project has not yet commenced; and

WHEREAS, there is a need for economic development and for the development of affordable, livable housing in the City of Auburn, in the surrounding region, and in the State of Maine; and

WHEREAS, there is a need to improve and broaden the tax base in the City of Auburn; and to improve the general economy of the City of Auburn and the region by attracting business development in the Downtown District; and

WHEREAS, implementation of the amended development program for the Downtown District and the development program for the Hampshire Street Apartments Affordable Housing Municipal Development and Tax Increment Financing District (the “Hampshire Street District”) will help improve and broaden the tax base in the City of Auburn and improve the economy in the City of Auburn and the region by attracting business development and creating affordable housing in the area of these districts; and

WHEREAS, pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, the City desires to amend the Downtown District and approve the *Third Amendment to the Downtown Municipal Development and Tax Increment Financing District Development Program #10* (the “Third Amendment”) in order to remove the area planned for the Hampshire Street Apartments project from the Downtown District; and

WHEREAS, pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, the City desires to approve the *Hampshire Street Apartments Affordable Housing Municipal Development and Tax Increment Financing District* (the “Hampshire Street District”) and development program for such district in order to promote the planned affordable housing project; and

WHEREAS, it is expected that approval will be obtained from the State of Maine Department of Economic and Community Development approving this *Third Amendment to the Downtown Municipal Development and Tax Increment Financing District* and amended development program for such district; and

WHEREAS, it is expected that approval will be obtained from the Maine State Housing Authority approving the designation of the *Hampshire Street Apartments Affordable Housing Municipal Development and Tax Increment Financing District* and approving its development program; and

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

Section 1 The City of Auburn hereby approves the Third Amendment to the Downtown District and the amended development program for such district. The Third Amendment shall be pursuant to the following findings, terms, and provisions:

Section 2 The City Council hereby finds and determines that:

a. This amendment to the Downtown District development program will not result in the Downtown District falling out of compliance with any of the conditions of 30-A M.R.S.A. Section 5223(3); and

b. The pursuit of the Downtown District development program will make a contribution to the economic growth and wellbeing of the City of Auburn and the surrounding region, and will contribute to the betterment of the health, welfare, and safety of the inhabitants of the City of Auburn, including a broadened and improved tax base and economic stimulus, and therefore constitutes a good and valid public purpose. The City has considered all evidence, if any, presented to it with regard to any adverse economic effects on or detriment to any existing business, if any, is outweighed by the contribution expected to be made through the amendment to the Downtown District and Downtown District development program.

Section 3 Pursuant to the provisions of 30-A M.R.S.A. § 5227, the percentage of increased assessed value to be retained as captured assessed value in accordance with the Downtown District development program is hereby set forth in the Downtown District development program.

Section 4 The City Manager, or his duly appointed representative, is hereby authorized, empowered, and directed to submit the proposed Amendment to the Downtown District and the Downtown District development program to the State of Maine Department for Economic and Community Development for review and approval pursuant to the requirements of 30-A M.R.S.A. § 5226.

Section 5 The foregoing adoption of the amendment to the Downtown District and the Downtown District development program shall automatically become final and shall take full force and effect upon receipt by the City of approval by the State of Maine Department of Economic and Community Development, without requirement of further action by the City, the City Council, or any other party.

Section 6 The City Manager, or his duly appointed representative, is hereby authorized and empowered, at his discretion, from time to time, to make such revisions to the Downtown District and to the Downtown District development program as the City Manager deems reasonably necessary or convenient in order to facilitate the process for review and approval of the Downtown District by the State of Maine Department of Economic and Community Development, or for any other reason, so long as such revisions are not inconsistent with these resolutions or the basic structure and intent of the Downtown District development program.

Section 7 Pursuant to Chapter 206, Subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, the City hereby approves the Hampshire Street District and the development program for such district. The approval shall be pursuant to the following findings, terms, and provisions:

Section 8 The City Council hereby finds and determines:

a. The designation of the Hampshire Street District and adoption of a development program therefore will comply with each of the conditions of 30-A M.R.S.A. § 5250-A; and

b. The pursuit of the Hampshire Street District development program will make a contribution to the economic growth and wellbeing of the City of Auburn and the surrounding region, and will contribute to the betterment of the health, welfare, and safety of the inhabitants of the City of Auburn, including a broadened and improved tax base and economic stimulus, and therefore constitutes a good and valid public purpose. The City has considered all evidence, if any, presented to it with regard to any adverse economic effects on or detriment to any existing business, if any, is outweighed by the contribution expected to be made through the amendment to the Hampshire Street District and Hampshire Street District development program.

Section 9 The City Manager be, and hereby is, authorized, empowered and directed to submit the proposed Hampshire Street District and the proposed development program for the Hampshire Street District to the Maine State Housing Authority for review and approval pursuant to the requirements of 30-A M.R.S.A. Chapter 206, Subchapter 3; and to enter into credit enhancement agreements as contemplated by the Hampshire Street District development program materials.

Section 10 The City Manager be and hereby is authorized and empowered at his direction from time to time to make such revisions to the Hampshire Street District development program for the Hampshire Street District as he deems reasonably necessary or convenient in order to facilitate the process of review and approval of the Hampshire Street District by the Maine State Housing Authority, or for any other reason, so long as such provisions are not inconsistent with these resolutions or the basic structure and intent of the Hampshire Street District development program. The City Manager is also hereby authorized and directed to submit any reports to the Maine State Housing Authority regarding the Hampshire Street District and development program throughout the term of the District.

Section 11 The foregoing adoption of the Hampshire Street District and the adoption of the development program for the Hampshire Street District shall automatically become final and shall take full force and effect upon receipt by the City of approval by the Maine State Housing Authority without requirements of further action by the City, City Council or any other party.

Dated: November 20, 2017

City Manager

A TRUE COPY

ATTEST _____
Susan Clements-Dallaire, City Clerk Date

Passage on 11/20/2017, 5-1 (Councilor
Lee opposed, Councilor Burns absent).

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 109-11202017

WHEREAS, the City of Auburn (the "City") designated the **477 Minot Avenue Municipal Development and Tax Increment Financing District (#21)** (the "District") and adopted a development program (the "Development Program") for the District on June 19, 2017; and

WHEREAS, in the course of reviewing the application before submittal to MaineHousing, it was determined that the City should hold an additional public hearing and vote on this Council Order to verify items about the District prior to submittal of the Tax Increment Financing application and Credit Enhancement Agreement to MaineHousing.

ORDERED AS FOLLOWS:

Section 1. Authorize and direct the City Manager to (1) amend the term of the District, the Development Program, and the District's credit enhancement agreement to reflect a term of years that begins with the Tax Year April 1, 2017 in order to ensure a full 30-year District term; (2) to submit such amended documentation to Maine State Housing Authority; and (3) to otherwise fulfill all the requirements and authorities provided for in the original City Council approval from June 19, 2017.

A TRUE COPY

ATTEST _____

Susan Clements-Dallaire, City Clerk

Date

Passage on 11/20/2017, 6-0 (Councilor Burns absent).

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 110-11202017

ORDERED, that THE City Council authorizes the City Manager to execute the Collective Bargaining Agreement with MAP (Maine Association of Police) Patrol Unit for July 1, 2017 through June 30, 2020.

**Passage on 11/20/2017 6-0 Councilor Burns
absent).**

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 111-11202017

ORDERED, that the City Council hereby Authorizes the City Manager to sign the Memorandum of Understanding for the Newbury Street Community Garden.

**Passage on 11/20/2017 5-1 Councilor Titus
opposed, Councilor Burns absent).**

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 112-11202017

Amending Order No. 09212015, authorizing the Community Development Director, the City Manager, and the Assistant City Manager, to execute and deliver a revised commitment letter and execute all loan documents necessary to complete the transaction under which the City agrees to lend \$250,000.00, whose source shall be HOME Investment Partnership Program Funds, to 62 Spring Street LP, to be used exclusively for construction financing for the development of an affordable housing project located at 62 Spring Street in Auburn.

Passage on 11/20/2017 6-0 Councilor Burns
absent).

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 113-11272017

ORDERED, that the City Council hereby names Kenneth G. Jones and Nicholas C. Barnies as Constables with a firearm for the Auburn Police Department.

Passage on 11/27/2017 7-0.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 114-11272017

ORDERED, that the City Council hereby authorizes the City Manager or Assistant City Manager to finalize terms for and to sign a contract with the ~~USPHL Hockey Team~~ Maine Hockey Management Group, LLC with the Norway Savings Bank Arena.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 115-11272017

ORDERED, that the City Council hereby authorizes the City Manager or Assistant City Manager to finalize terms for and to sign a contract with Michael Violette, owner of Upper Level Pizza and Grill to operate the concessions/restaurant at the Norway Savings Bank Arena.

Passage on 11/27/2017 7-0.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 116-11272017

ORDERED, that the City Council hereby authorizes the Finance Director to record a waiver of foreclosure at the Androscoggin County Registry of Deeds pursuant to 36 M.R.S.A. § 944, on real estate taxes assessed against Pilotage L3C for property located at 32 Dunn Street, Auburn, Maine, Map and Lot 221-196-001-000, dated June 15, 2016, and recorded at the Androscoggin County Registry of Deeds in Book and Page 9384-175.

Passage on 11/27/2017 7-0.

Holly C. Lasagna, Ward One
Robert P. Hayes, Ward Two
Andrew D. Titus, Ward Three
Alfreda M. Fournier, Ward Four



Leroy G. Walker, Ward Five
Belinda A. Gerry, At Large
David C. Young, At Large

Jason J. Levesque, Mayor

IN CITY COUNCIL

ORDER 117-12112017

ORDERED, that the Auburn City Council hereby confirms the Mayor's appointment of Alfreda Fournier to serve as his designee on the School Committee.

Passage on 12/11/2017 7-0.

Holly C. Lasagna, Ward One
Robert P. Hayes, Ward Two
Andrew D. Titus, Ward Three
Alfreda M. Fournier, Ward Four



Leroy G. Walker, Ward Five
Belinda A. Gerry, At Large
David C. Young, At Large

Jason J. Levesque, Mayor

IN CITY COUNCIL

ORDER 118-12112017

ORDERED, that the Auburn City Council hereby re-appoints Richard Trafton to the Lewiston-Auburn Railroad Company Board for a term of 3 years (April 2017 through April 2020).

Passage on 12/11/2017 7-0.

Holly C. Lasagna, Ward One
Robert P. Hayes, Ward Two
Andrew D. Titus, Ward Three
Alfreda M. Fournier, Ward Four



Leroy G. Walker, Ward Five
Belinda A. Gerry, At Large
David C. Young, At Large

Jason J. Levesque, Mayor

IN CITY COUNCIL

ORDER 119-12182017

ORDERED, that the City Council hereby confirms Mayor Levesque's recommendations and appointments to the Agencies, Boards, Committee's and Commissions as listed below.

<p><u>Airport:</u> Robert Hayes</p> <p><u>Appointment Committee:</u> Leroy Walker David Young Belinda Gerry</p> <p><u>Auburn Public Library:</u> Alfreda Fournier</p> <p><u>Audit & Procurement:</u> Andrew Titus Robert Hayes</p> <p><u>AVCOG:</u> Peter Crichton (Executive Committee) Robert Hayes (Executive Committee) Belinda Gerry Andrew Titus</p> <p><u>Cable TV Advisory Committee:</u> David Young</p> <p><u>Community Development Block Grant Citizens Advisory Committee:</u> Holly Lasagna</p>	<p><u>Lewiston-Auburn 911 Committee</u> Leroy Walker</p> <p><u>LATC (Lewiston Auburn Transit Committee):</u> Belinda Gerry</p> <p><u>Legislative Policy Committee:</u> Jason Levesque (full member) Denise Clavette (alternate member)</p> <p><u>Mid Maine Waste Action Corporation (MMWAC):</u> Leroy Walker</p> <p><u>Recreation Advisory Board:</u> Belinda Gerry</p> <p><u>School Building Committee:</u> Holly Lasagna David Young</p> <p><u>Sewerage District:</u> Andrew Titus</p> <p><u>Water District:</u> Andrew Titus</p>
---	--

Holly C. Lasagna, Ward One
Robert P. Hayes, Ward Two
Andrew D. Titus, Ward Three
Alfreda M. Fournier, Ward Four



Leroy G. Walker, Ward Five
Belinda A. Gerry, At Large
David C. Young, At Large

Jason J. Levesque, Mayor

IN CITY COUNCIL

ORDER 120-12182017

ORDERED, that the City Council hereby names Joseph G. Tripp as a Constable with a firearm for the Auburn Police Department.

Passage on 12/18/2017 7-0.

Holly C. Lasagna, Ward One
Robert P. Hayes, Ward Two
Andrew D. Titus, Ward Three
Alfreda M. Fournier, Ward Four



Leroy G. Walker, Ward Five
Belinda A. Gerry, At Large
David C. Young, At Large

Jason J. Levesque, Mayor

IN CITY COUNCIL

ORDER 121-12182017

ORDERED, that the City Council hereby approves the Liquor License for Michael Violette, DBA: Upper Level Pizza & Grille located at 985 Turner Street, Auburn, Maine.

Passage on 12/18/2017 7-0.

Holly C. Lasagna, Ward One
Robert P. Hayes, Ward Two
Andrew D. Titus, Ward Three
Alfreda M. Fournier, Ward Four



Leroy G. Walker, Ward Five
Belinda A. Gerry, At Large
David C. Young, At Large

Jason J. Levesque, Mayor

IN CITY COUNCIL

ORDER 122-12182017

ORDERED, that the City Council hereby Orders the Discontinuance of a section of Troy Street as a City Way while preserving its use as a public easement, for a distance of approximately 250 feet beginning at the intersection of Hampshire Street and Troy Street. Troy Street is approximately 30 feet wide and begins at the southern side of the intersection of Hampshire Street and Troy Street, whence it runs approximately 250 feet in a generally southerly direction to the northerly intersection of Library Avenue and Troy Street as depicted on the attached map. The discontinuance will become effective upon receiving written notice from the Buyer (the Szanton Company) when they have reasonable confidence that the closing will occur within 90 days

Passage on 12/18/2017 6-1 (Councilor Titus opposed).