



**City Council Workshop & Meeting  
August 3, 2020  
Agenda**

**This City Council workshop and meeting will be conducted in Council Chambers. We encourage citizens to participate, attendees will gather in the Community Room and watch the livestream of the meeting.** The meeting will be broadcast as usual on Great Falls TV (cable channel 1302) and on the City of Auburn [YouTube](#) channel.

**If you are attending and wish to offer public comment during the meeting,** you can walk across the hall to the council chambers and address the city council during the public comment session at the podium.

We will continue taking public comment in writing for those who are not comfortable attending a public meeting at this time, please send your remarks via email to: [comments@auburnmaine.gov](mailto:comments@auburnmaine.gov). Your comments will be included in the meeting minutes.

**5:30 P.M. City Council Workshop**

- A. Housing Growth Discussion – Eric Cousens, Justin Poirier (45 minutes)
- B. Comprehensive Plan – Michael Chammings and Eric Cousens (30 minutes)
- C. Tax Acquired Property – Kelsey Earle (10 minutes)

**7:00 P.M. City Council Meeting** - Roll call votes will begin with Councilor Carrier

**Pledge of Allegiance**

**I. Consent Items - None**

**II. Minutes**

- July 20, 2020 Regular Council Meeting

**III. Communications, Presentations and Recognitions**

- Recognition – Special recognition and celebration of Richard Whiting, Executive Director of the Auburn Housing Authority, on the occasion of his retirement following 40 years of dedicated service.
- Covid-19 Update – Phil Crowell, Matt Fifield, and Fatuma Hussein
- Recovery Update – Phil Crowell and Marc Gosselin
- 2020 Byrne Jag Grant Application – Jason Moen
- TIF Future Guard - Michael Chammings and Brett Sawyer
- Council Communications

**IV. Open Session** – *Members of the public are invited to speak to the Council about any issue directly related to City business or any item that does not appear on the agenda.*

**V. Unfinished Business - None**

**VI. New Business**

**1. Order 90-08032020 PUBLIC HEARING AND ACTION**

Approving the consolidation of polling places for the November 3, 2020 election.

**2. Order 91-08032020**

Approving the Police Command Contract.

**3. Order 92-08032020**

Approving the Public Works Contract.

**4. Order 93-08032020**

Setting the date for the first Council meeting in September as Tuesday, September 8, 2020.

**VII. Open Session** – *Members of the public are invited to speak to the Council about any issue directly related to City business or any item that does not appear on the agenda.*

**VIII. Reports**

**a. Mayor's Report**

**b. City Councilors' Reports**

**c. City Manager Report**

**VIII. Executive Session** – to discuss a legal matter, pursuant to 1 M.R.S.A. Sec. 405 (6)(E)

**X. Adjournment**



## City of Auburn City Council Information Sheet

**Council Workshop or Meeting Date:** August 3, 2020

**Author:** Megan Norwood, City Planner II

**Subject:** Housing Growth Discussion -Part 1

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**Information:** Staff has been researching existing housing stock and new lot potential within residentially zoned areas of the City. The goal is to create a model that could become a marketing tool to encourage landowners to market additional lots to create new housing units. The Comprehensive Plan recommends moving towards more density-based zoning standards as a way to reduce dependency on frontage requirements.

A housing unit total summary from 2015-2020 shows an increase of 51 single-family (homes, mobile homes and camps) which includes 23 new single-family units permitted between June 1, 2019 and June 30, 2020, many of which have not yet made it to assessment data. There were also 212 units created in multifamily (9+ unit) buildings in the same 6-year timeframe, 24 of those multifamily units were created in the same fiscal year and again many have not made it into the assessment data. A total of 72 single-family units and 65 multifamily units were demolished in the same timeframe. Staff compiled the two data sets which each represent a picture of what housing units have looked like in the City over the past six years. The assessment data presents a net number of housing units (including those demolished, rebuilt and new construction) while the permitting data shows houses demolished and houses built separately based on when permits were pulled. The assessing data is only up to April 1<sup>st</sup> when the valuation is completed.

As part of Staff's research, areas of the Future Land Use Plan (FLUP) were identified that recommend a shift from Agriculturally-Zoned land to Residentially-Zoned land. The FLUP identifies a total of 42 parcels to be rezoned from agriculture to residential with the possibility (based solely on the acreage and suggested densities in the Comprehensive Plan) of creating up to 676 new units.

Part 2: Staff is working on a GIS analysis to determine new housing potential in existing zoning districts, other options for the City to pursue including looking into allowing back lots, tiny homes, cottage units, Accessory Dwellings and allowing for a second principal structure on residential lots. A preliminary discussion was held with the Planning Board at the May 12, 2020 meeting regarding back lots. A few neighborhood examples were presented showing how many units could be created if a back lot provision were implemented and what this could look like for the neighborhoods. For example, the more rural neighborhood around Wallingfords could see up to 25 additional single-family lots whereas the higher density Turner Street neighborhood out behind Lowes could see up to 12 new units in the form of single family/duplexes. Depending on where the City would like to concentrate the additional units, a back lot provision may or may not be an additional tool to consider. Staff expects to have more information to present on what this could look like for the City at the August 17<sup>th</sup> meeting. This discussion will be intertwined with the Comprehensive Plan Update but starting it now will help ensure lots continue to be available during the strong housing market.

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**City Budgetary Impacts:** The discussion will mostly be completed by Staff, it will provide an opportunity for new assessed value.

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**Staff Recommended Action:** Discussion and Council feedback on the opportunities to increase housing in the City.

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**Previous Meetings and History:** None

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**City Manager Comments:**

I concur with the recommendation. Signature:

*Phillip Crowell Jr.*

**Attachments:**



## City of Auburn, Maine

Office of Economic & Community Development

[www.auburnmaine.gov](http://www.auburnmaine.gov) | 60 Court Street

Auburn, Maine 04210

207.333.6601

### **PLANNING BOARD CORRESPONDENCE to the CITY COUNCIL**

To: Mayor Levesque and Honorable Members of the Auburn City Council

From: Auburn Planning Board

Re: Planning Board Participation in Comprehensive Plan Update

Date: July 7, 2020

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The Planning Board understands that the City Council decided to update the City's Comprehensive Plan. The board appreciates this decision, and would like to affirm the importance of the update for the board's work. Because of this, the members of the board respectfully submit the following questions for the council as it begins its work:

1. What timeline has City Council set for the updating process, and would the council share that timeline with the Planning Board?
2. The Planning Board imagines that it might have a role in the update process. Could City Council share the specific duties it envisions for the Planning Board in that process?
3. The Planning Board understands that City Council is developing a list of topics to address in the update. The board would very much appreciate an opportunity to review that list, and to suggest additions to it.

Thank you. The Planning Board greatly appreciates your efforts and looks forward to working with you throughout this valuable process.

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Mathieu Duvall, Chair

## H.2 HOUSING

***Goal H.2: Promote various housing options to meet the needs of Auburn residents and support neighborhood stability.***

**Objective H.2.1:**

**Maintain and enhance the existing housing stock throughout Auburn's neighborhoods.**

Many of Auburn's well-established neighborhoods include older homes and multi-family buildings. These add historic charm and provide for a variety of owner and renter housing options. However, many older properties are in need of maintenance and upgrading in order to meet code standards, increase energy efficiency, and ensure health and safety. Investment by property owners, with assistance from the City, provides the best opportunity to maintain and enhance these unique properties and ensure that they remain a positive part of Auburn's neighborhoods.

*Strategies to achieve this objective:*

**Strategy H.2.1.a:**

**Maintain the quality of the older owner-occupied housing stock.**

- i. Continue to provide financial assistance to qualified property owners to maintain and improve their homes, with a particular attention to energy efficiency, using Community Development loans and other similar funding sources.
- ii. Work with local, regional, and state agencies (including the Community Development Department, Auburn Housing Authority, Community Concepts, and Maine State Housing Authority) to provide qualified homeowners with property maintenance assistance.

**Strategy H.2.1.b:**

**Assure that the existing rental housing stock is maintained and well-managed.**

- i. Consider adopting a property maintenance code for multifamily housing that focuses primarily on issues related to public health and safety.
- ii. Adopt a renovation code as part of the building code to allow some flexibility in the repair or renovation of existing structures.
- iii. Review and revise the City's fire code to remove unreasonable barriers to the renovation of older properties.
- iv. Conduct a regular, on-going program of code enforcement inspection to assure that multifamily housing is being maintained and properly managed.
- v. Continue to provide rehabilitation assistance to the owners of rental property who provide affordable apartments, with a particular attention to energy efficiency, using Community Development loans and other similar funding sources.

- vi. Promote owner-occupied multifamily housing by working with the City of Auburn Community Development Department, Auburn Housing Authority, and Maine State Housing, to provide funding for people to buy and upgrade small multifamily properties.

**Objective H.2.2:**

**Maintain and enhance established single family neighborhoods as safe, desirable, attractive areas for a range of residents.**

The City has a number of urban and suburban single family neighborhoods that provide a range of safe and attractive housing opportunities for Auburn families. The well-established urban neighborhoods offer a wide range of modest single family homes. These neighborhoods include a large number of elderly homeowners, many of whom might be looking to downsize. Such properties have the potential to provide an excellent stock of affordable homes, well-suited to young first-time homebuyers. The newer single family homes in more “suburban-style” neighborhoods provide housing opportunities for middle-income households.

*Strategies to achieve this objective:*

**Strategy H.2.2.a:**

Assure that the City’s zoning and land use regulations allow private owners to improve properties in these neighborhoods.

- i. Review and revise the zoning requirements, as needed, to allow existing homes to be improved and expanded as long as they maintain the character of the neighborhood in terms of setbacks, building height, lot coverage and similar factors.
- ii. Review and revise the zoning requirements, as needed, to allow for redevelopment and infill development on vacant lots that is in character with the neighborhood in terms of lot sizes and density, frontage, setbacks, and similar dimensional requirements (see Chapter 2. Future Land Use Plan).
- iii. Update and expand the existing “two-family conversion” provision for older homes to include standards to assure that such conversions are compatible with the neighborhood. Include provisions for the establishment of accessory apartments in existing single family homes that are not covered by the conversion provision.

**Strategy H.2.2.b:**

Develop a coordinated community program to provide for the gradual transition of urban single family neighborhoods to a younger cohort.

- i. Work with community groups and senior agencies to develop a community-based program to help senior citizens who are interested in moving from their home to explore housing alternatives.
- ii. Develop a program, in conjunction with local real estate interests and housing organizations, to promote the desirability of these neighborhoods as places for young families to live.

- iii. Work with the Auburn Housing Authority, Maine State Housing, and other housing finance organizations to make mortgage financing available to younger households, especially families with children, to buy homes in these neighborhoods.
- iv. Assure that City's zoning allows for the development of a range of senior housing in other areas of the city, in order to provide appropriate housing options for older residents who need or want to downsize.
- v. Enhance the quality of the City's public school system, especially elementary schools located within and serving these neighborhoods.

**Objective H.2.3:**

**Improve existing urban family neighborhoods that have a mix of single family and multi-family units, to enhance them as safe, desirable, attractive neighborhoods.**

The City has a number of urban family neighborhoods with a mixture of small multi-family buildings, duplexes, and single family housing, which together provide a range of owner and renter housing options. Stabilizing and maintaining such neighborhoods as desirable and attractive places to live is important to the City. While some of the issues in these neighborhoods are similar to those in existing single family neighborhoods, the presence of rental housing adds a new dimension to the challenge. The goal in these areas is to upgrade the condition of multi-family buildings, and to encourage higher levels of owner occupancy within them. Owner-occupied multi-unit buildings help to stabilize the neighborhood, while at the same time providing supplemental income opportunities for first-time homebuyers. Multi-unit buildings also provide home and condominium ownership opportunities for young professionals, empty nesters, and retirees who want to live in a more urban environment; and rental opportunities for individuals and small families.

*Strategies to achieve this objective:*

**Strategy H.2.3.a:**

Assure that the City's zoning and land use regulations allow private owners to improve property in these neighborhoods.

- i. Review and revise zoning requirements, as needed, to allow existing buildings to be improved and expanded as long as they maintain the character of the neighborhood in terms of setbacks, building height, lot coverage and similar factors.
- ii. Review and revise the zoning requirements, as needed, to allow for redevelopment and infill development on vacant lots that is in character with the neighborhood in terms of lot sizes and density, frontage, setbacks, and similar dimensional requirements (see Chapter 2. Future Land Use Plan).
- iii. Update and expand the existing "two-family conversion" provision for older homes to include standards to assure that these conversions are compatible with the neighborhood. Include provisions for the establishment of accessory apartments in existing single family homes for homes not covered by the conversion provision.

**Objective H.2.4:**

**Encourage investment in higher-density downtown multi-family and mixed-use neighborhoods to develop a balance of rental and ownership options that serve a wide range of households.**

Auburn's downtown multi-family neighborhoods increasingly supply housing for low and moderate income households. In the short term, the City's objective is to maintain and upgrade the existing housing stock. Many of the issues in these areas are similar to the multi-family issues in the urban family neighborhoods. Over the long term, the City's objective is for these areas to evolve into more of a mixed-income character. This is achieved through the development of new or renovated housing that capitalizes on the amenities in these areas, and that appeal to different groups and income segments. In some areas there are opportunities to provide moderate-rate rental housing for young adults and students. In others, particularly along the River, there are opportunities for higher-cost apartments and condominiums suitable for young professionals and empty-nesters seeking an urban lifestyle.

*Strategies to achieve this objective:*

**Strategy H.2.4.a:**

**Assure that the City's zoning and land use regulations allow for private investments to improve property in these neighborhoods.**

- i. Review and revise the zoning requirements, as needed, to allow existing buildings to be improved and expanded as long as they maintain the character of the neighborhood in terms of setbacks, building height, lot coverage and similar factors.
- ii. Review and revise the zoning requirements, as needed, to allow for redevelopment and infill development on vacant lots that is in character with the neighborhood in terms of lot sizes and density, frontage, setbacks, and similar dimension.
- iii. Create flexible zoning provisions such as variable density requirements (bedroom-based density or building envelope provisions) that allow for the coordinated reuse or rehabilitation of a series of adjacent buildings in order to create expanded housing opportunities.

**Objective H.2.5:**

**Create opportunities for the private development of a range of new housing outside of the existing built-up areas to meet the needs of a variety of groups.**

Outside of the built-up area of Auburn, the role of the private development community is to build new housing to address the various housing needs of the City's residents. The City's role is primarily as an enabler – to assure that the City's development requirements, zoning regulations, and infrastructure give the private sector the opportunity to produce the types of housing desired to achieve the community's housing goals.

*Strategies to achieve this objective:*

**Strategy H.2.5.a:**

Revise zoning and other land use requirements to allow for the development of a wide range on housing outside of the built-up area of the City to meet the housing needs of various segments of the population. (See Chapter 2. Future Land Use Plan)

- i. Create both rental and homeownership opportunities for singles and young families by allowing relatively high-density multifamily housing, including apartments and townhouse style developments, at densities up to 12-18 units per acre in areas served by public sewerage and water.
- ii. Create senior and empty-nester housing opportunities by allowing medium density housing such as townhouses (condominiums and rental), “housominiums”, and small homes to be constructed at densities up to 10-12 units per acre, with house lots as small as 5,000 square feet, in areas that can be served by public sewerage and water.
- iii. Create the opportunity for the development of moderate-density single family housing at densities up to 4-6 units per acre, with house lots as small as 7,500-10,000 square feet, in areas that can be served with public sewerage.
- iv. Create the opportunity to develop low-density single family housing at a density of 1-2 units per acre, with individual lots as small as 12,000-15,000 square feet as part of a conservation subdivision, or 20,000 square feet in a conventional subdivision, in areas that are not served by public sewerage.

**Strategy H.2.5.b**

Review and revise, as needed, regulations for the expansion and establishment mobile home parks in accordance with state law.

- i. Identify, as necessary, appropriate new locations for mobile home parks that can be served by public sewerage and water.
- ii. Ensure the adequate ability for existing mobile home parks to expand as appropriate.

**Strategy H.2.5.c:**

Reduce the cost of new residential development by reviewing and revising the City’s development standards to allow the use of private roads with reduced design standards subject to appropriate review and to use more of a performance-based approach based on density to provide flexibility in the layout and design of projects. (See Transportation and other Land Use Policy sections)

**Objective H.2.6:****Provide adequate housing assistance and services.**

There is a range of people with special housing needs, due to disability or abuse or economic circumstances. They can be helped through such programs as subsidized rental housing, homelessness services, and homeownership assistance.

*Strategies to achieve this objective:*

**Strategy H.2.6.a:**

Support efforts to develop a continuum of housing for homeless residents and for people with special needs and circumstances. The continuum would range from emergency shelters, to transitional housing, to permanent housing, with support services as needed.

- i. Implement the recommendations of the LAASH *Plan to Prevent and End Homelessness*
- ii. Review and revise the City's zoning requirements to remove any unreasonable barriers to the development of special needs housing.

**Strategy H.2.6.b:**

Support the continued development of subsidized and other affordable housing to meet the needs of low-income individuals and families.

**Strategy H.2.6.c:**

Encourage the inclusion of affordable units within new housing projects by including provisions for significant density bonuses and reduced infrastructure requirements for developments in which at least twenty percent of the units will be affordable to low- or moderate-income households.

**Strategy H.2.6.d:**

Establish a housing advocacy committee that includes representation from local, regional, and state housing agencies, as well as affiliated lenders, to develop housing-related recommendations.

- i. Develop a homebuyer resource guide that educates potential homebuyers about local ownership programs and incentives.
- ii. Develop a homeownership resource guide that educates local homeowners about local housing programs that help with property maintenance and renovation.

**Strategy H.2.6.e:**

Continue to use the Community Development program to purchase and invest in foreclosed properties.

**New Residential Units\* June 1, 2019 thru June 30, 2020**

<b>Parcel ID</b>	<b>Address</b>	<b>Number of Units</b>	<b>Permit Value</b>	<b>Assessed Value</b>	<b>Recent Sale Price</b>	<b>Sale Date</b>
110009021	45 MOUNTAIN VIEW DR	1	\$ 450,000.00			
110009023	12 PRESIDENTIAL	1	\$ 450,000.00	\$ 329,500.00	\$ 498,100.00	5/5/2020
110009000	183 WOODBURY	1	\$ 250,000.00	\$ 213,000.00	\$ 255,365.00	7/17/2020
	53 PRESIDENTIAL	1	\$ 480,000.00			
197085000	181 MANLEY RD	1	\$ 110,000.00	\$ 97,100.00		
230049000	43 DANA AV	1	\$ 130,000.00	\$ 202,600.00		
133069000	86 HARVEST HILL LN	1	\$ 220,000.00			
161001007	47 LUBEAR WY	1	\$ 180,000.00	\$ 258,600.00		
270064000	19 COE ST	1	\$ 175,000.00			
109011000	295 STATION RD	1	\$ 112,000.00	\$ 126,300.00		
110009000	191 WOODBURY RD	1	\$ 200,000.00			
095025002	45 SPENCER DR	1	\$ 200,000.00	\$ 214,100.00	\$ 311,320.00	9/26/2019
313051000	27 FOX HOLLOW DR	1	\$ 140,000.00	\$ 169,500.00	\$ 200,000.00	11/1/2019
135068017	12 OUTLOOK DR	1	\$ 203,000.00	\$ 191,100.00	\$ 248,280.00	3/13/2020
281003000	37 WEST DARTMOUTH ST	1	\$ 175,000.00			
218013000	19 KENDALL RD	1	\$ 360,000.00			
110009000	48 MOUNTAIN VIEW DR	1	\$ 275,000.00			
389030001	429 MAPLE HILL RD	1	\$ 125,000.00			
281080007	58 BRAMAN ST	1	\$ 155,000.00			
110009014	60 MOUNTAIN VIEW DR	1	\$ 310,000.00			
281044001	52 BRADMAN ST	1	\$ 220,000.00			
313068000	29 STREAMSIDE DR	1	\$ 190,000.00			
157004000	320 BEECH HILL RD	1	\$ 334,000.00			
290011000	1048 TURNER	12	\$ 673,000.00			
290011000	10 GRACELAWN RD	12	\$ 673,000.00			
		<b>47</b>	<b>\$ 6,790,000.00</b>			

\*Permits issued for new construction



**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** August 3, 2020

**Author:** Megan Norwood, City Planner II

**Subject:** Comprehensive Plan Update

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**Information:** At the July 20, 2020 meeting, the Council received a correspondence from the Planning Board regarding the Comprehensive Plan update. Staff supports the points made in the letter from the Planning Board and continues to offer the following as a start-up list of specific priority considerations when updating the Comprehensive Plan:

1. Future Land Use Map – Potential Turnpike Exit near 136 and/or South Main Street.
2. Future Land Use Map – Industrial Transition Zone near Broad and South Witham Road. Council, Planning Board and Staff and Landowners have considered this as a potential residential growth area that would require less infrastructure than an industrial change. Easy Turnpike access from Exit 75.
3. Future Land Use Map – Consider expanded Downtown form-based code to reduce setbacks and density limitations in urban neighborhoods. Ensure consistency with existing development patterns or forge new direction in certain areas.
4. Recreation and River Access. Review status, identify opportunities, needs and update implementation plans. Include recreation open space priorities, resources access and policy towards subdivision requirements that currently pose a challenge to urban developments.
5. Future Land Use Map – Downtown. Review current tasks, progress to date and adjust policy as needed with a focus on walkability, livability and economic expansion opportunities.

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**City Budgetary Impacts:** Update discussed at the May 4, 2020 meeting: An estimated 290 hours of Staff time and \$19,000. Information/correspondence provided by the Planning Board: An estimated 80 hours of Staff time plus public meetings with Council, Planning Board and topic specific existing Committees (Conservation, Agriculture, Recreation, Economic Development, etc.)

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**Staff Recommended Action:** Discussion and Council feedback on the five priority considerations listed above with additional City Council recommended considerations to be added to the list.

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**Previous Meetings and History:** 2020 Budget and CIP Process, May 4, 2020 Meeting to discuss the Comprehensive Plan Update.

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**City Manager Comments:**

A handwritten signature in cursive script that reads "Phillip Crowell Jr.".

I concur with the recommendation. Signature:

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**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** August 3, 2020

**Author:** Kelsey Earle, Executive Assistant to the City Manager

**Subject:** Disposition of Tax Acquired and City Owned Property

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**Information:** The Tax Acquired Committee is recommending one (1) property for disposition with a combined total \$15,200 in property taxes and fees owed to the City.

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**City Budgetary Impacts:** There is no negative impact to the city budget for the potential sale of tax acquired properties. The known positive impacts of selling tax acquired properties are recouping taxes owed, associated fees, and getting the property back on the tax roll.

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**Staff Recommended Action:**

To dispose of the following properties by sealed bid: 5 Sprucewood Road PID# 217-028

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**Previous Meetings and History:** None.

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**City Manager Comments:**

I concur with the recommendation.

Signature:

A handwritten signature in black ink that reads "Phillip Crowell Jr." with a stylized flourish at the end.

**Attachments:**

Tax Acquired Committee Recommendation Form  
Tax Statement  
Property Review Form  
Property Record  
Property pictures



## City of Auburn, Maine

Office of the City Manager

60 Court Street | Auburn, Maine 04210

www.auburnmaine.gov | 207.333.6601

**Section 3.5 Committee Action/Recommendations.** The committee will meet to review the comments received from each department. The Committee will then forward a recommendation to the City Manager for appropriate action. The Committee will meet in sufficient time before the foreclosure deadline in order for the City Manager and City Council to have sufficient time to take any action that may be necessary, including waiver of foreclosure.

<b>PARCEL ID:</b>	<b>217-028</b>	<b>Location:</b>	<b>5 Sprucewood Road</b>	
Acreage	0.340	Zone:	Suburban Residential	
Current Assessed Land Value:	\$ 41,600	Current Assessed Building Value:	\$84,700	
Total Land & Bldg. Value:	\$126,300	Minimum Bid:	\$35,000	

Retain for public use		Sell the property	X	Waive foreclosure	
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Sell to prior owner		Sale to immediate heirs	
Sale by Sealed Bid	X	Request for proposals	
Real Estate Broker Contract			

The bid price for either process shall be determined by the Finance Director or his/her designee in no event being less than all outstanding property taxes, including the total amount of all delinquent taxes plus the total taxes for the current year (and the estimated taxes for the next year after commitment) plus accrued interest, lien costs and any other costs relating to the property and this process (including, but not limited to, insurance, attorney's fees, auction/bid or notice costs).

**Notes:** Property was previously tax acquired and a quit claim deed was issued to former owner. Owner defaulted on agreement and the property was returned to City ownership.

07/20/2020 13:25 | CITY OF AUBURN  
kearle | Real Estate Tax Statement

| P 1  
| txtaxstm

PARCEL: 217-028-000-000

LOCATION: 5 SPRUCEWOOD RD

**OWNER:**

AUBURN CITY OF  
CORNISH DEBORAH, PARTY IN POSS  
5 SPRUCEWOOD DR  
AUBURN ME 04210

**STATUS:**

SQUARE FEET 0  
LAND VALUATION 41,600  
BUILDING VALUATION 84,700  
EXEMPTIONS 0

TAXABLE VALUATION 126,300  
INTEREST PER DIEM .66

**LEGAL DESCRIPTION:**

DEED DATE: 01/04/2006 BOOK/PAGE: 6631-328

INT DATE: 07/20/2020

YEAR INST	TYPE CHARGE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
2019	LIEN	134				
1	RETAX TL		2,999.63	2,999.63	14.46	3,014.09
	CERTMA		6.90	6.90	.00	6.90
	DMD TL		3.00	3.00	.00	3.00
	LNCHG TL		51.00	51.00	.00	51.00
	INTTL		122.95	122.95	.00	122.95
			3,183.48	3,183.48	14.46	3,197.94
GRAND TOTALS			3,183.48	3,183.48	14.46	3,197.94



## City of Auburn, Maine

Office of the City Manager

60 Court Street | Auburn, Maine 04210

[www.auburnmaine.gov](http://www.auburnmaine.gov) | 207.333.6601

### Tax Acquired Property Review Form

ADDRESS: 5 Sprucewood Rd.

PID#: 217-028

DESCRIPTION: This property contains 0.340 acres of land mainly classified as SINGLEFAMILY with a(n) RAN style building, built about 1967, having ALUMINUM exterior and ASPHALT SH roof cover, with 1 unit(s), 0 total room(s), 0 total bedroom(s), 1 total bath(s), 0 total half bath(s), 0 total 3/4 bath(s).

BALANCE DUE: \$15,200 \*as of 7/28/2020

1. Is the property either unfit or unnecessary for City use?  
Unnecessary
2. Does the City wish to retain ownership for municipal purposes?  
No
3. Is the property adjacent to publicly owned land?  
No
4. Are there buildings on the property that should be demolished?  
Unsure.
5. Are there environmental liabilities or hazards present on the site?  
Accumulation of debris on the property. Possible dangerous building.
6. Does the property have investment or marketable value?  
Marketable as single-family home
7. Are there are uses that the property is suited for which meet the requirements of the City's zoning and land use ordinance?  
Single Family home



## City of Auburn, Maine

Office of the City Manager

60 Court Street | Auburn, Maine 04210

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8. Does the property only have value to an abutter (provides additional set back, off street parking, etc.)?

No

OTHER CONCERNS:

**Committee Recommendation:** Sell as single-family home.

## Unofficial Property Record Card - Auburn, Maine

### General Property Data

Parcel ID **217-028**  
 Prior Parcel ID  
 Property Owner **AUBURN CITY OF**  
**CORNISH DEBORAH, PARTY IN POSSESSION**  
 Mailing Address **5 SPRUCEWOOD DR**  
  
 City **AUBURN**  
 Mailing State **ME** Zip **04210**  
 ParcelZoning **N/A**

Account Number **217028000**  
  
 Property Location **5 SPRUCEWOOD RD**  
 Property Use **SINGLEFAMILY**  
 Most Recent Sale Date **1/4/2006**  
 Legal Reference **6631-328**  
 Grantor **CORNISH/MICHAUD**  
 Sale Price **0**  
 Land Area **0.340 acres**

### Current Property Assessment

Card 1 Value Building Value **77,400** Xtra Features Value **7,300** Land Value **41,600** Total Value **126,300**

### Building Description

Building Style **RAN**  
 # of Living Units **0**  
 Year Built **1967**  
 Building Grade **AVERAGE**  
 Building Condition **N/A**  
 Finished Area (SF) **1008**  
 Number Rooms **0**  
 # of 3/4 Baths **0**

Foundation Type **CONCRETE**  
 Frame Type **WOOD**  
 Roof Structure **GABLE**  
 Roof Cover **ASPHALT SH**  
 Siding **ALUMINUM**  
 Interior Walls **DRYWALL**  
 # of Bedrooms **0**  
 # of 1/2 Baths **0**

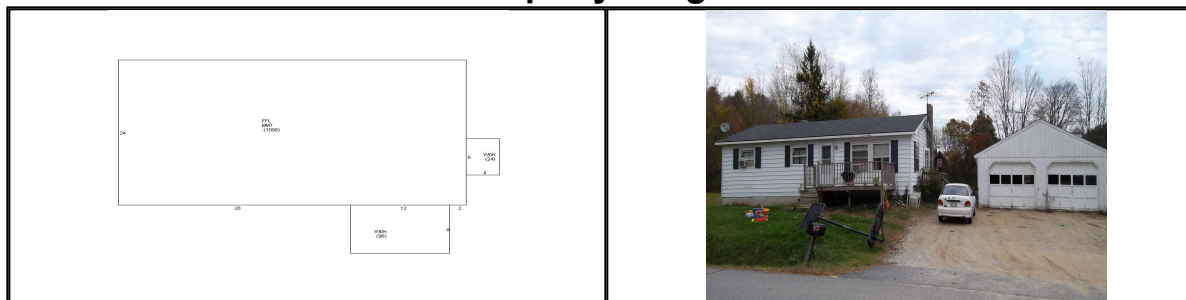
Flooring Type **N/A**  
 Basement Floor **CONCRETE**  
 Heating Type **FORCED H/W**  
 Heating Fuel **OIL**  
 Air Conditioning **0%**  
 # of Bsmt Garages **0**  
 # of Full Baths **1**  
 # of Other Fixtures **1**

### Legal Description

### Narrative Description of Property

This property contains 0.340 acres of land mainly classified as SINGLEFAMILY with a(n) RAN style building, built about 1967 , having ALUMINUM exterior and ASPHALT SH roof cover, with 0 commercial unit(s) and 0 residential unit(s), 0 room(s), 0 bedroom(s), 1 bath(s), 0 half bath(s).

### Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.





Mayor Levesque called the meeting to order at 7:00 P.M. in the Council Chambers of Auburn Hall and led the assembly in the salute to the flag. Councilor Lasagna had an excused absence. All other Councilors were present.

**Pledge of Allegiance**

**I. Consent Items - None**

**II. Minutes**

**June 15, 2020 Regular Council Meeting**

Motion was made by Councilor Walker and seconded by Councilor Carrier to approve the minutes of the June 15, 2020 Regular Council Meeting. Passage 6-0.

**June 22, 2020 Special Council Meeting**

Motion was made by Councilor Walker and seconded by Councilor Boss to approve the minutes of the June 22, 2020 Special Council Meeting. Passage 6-0.

**III. Communications, Presentations and Recognitions**

- Oath of Office – Brian Wood, Assistant City Manager
- Police Department State Accreditation Presentation – Maine Chiefs of Police Association President Chief Jack Peck
- Proclamation – National Parks & Recreation Month
- Planning Board Communication regarding the Comprehensive Plan
- Covid-19 Update – Phil Crowell and Matt Fifield
- Recovery Update – Phil Crowell and Marc Gosselin
- Council Communications

**Councilor Boss** – reported that she did a police ride along with the Auburn Police Department, adding that she enjoyed it and she encouraged other Councilors to do the same.

**Councilor Macleod** – reported that he also did a police ride along with the Auburn Police Department adding that the police department we have is phenomenal and we should be proud of what we do as a City.

**Councilor Milks** – nothing at this time.

**Councilor Carrier** – reported that the School Committee had a retreat last week and another one is scheduled for tomorrow. They are working on plans to bring students back.

**Councilor Walker** – reported that the city is looking very good overall, Public Works is doing a great job, the Recreation Department has a nice new press box at the ball field, and the lower Pettengill baseball field area looks great. He added that he still wants to see the Parks Department back.

**Councilor Gerry** – reported that they are now allowing more access to the community gardens. She noted that she would like an update on how many people are actively working their plots in the Newbury Street garden and how many are still available.

**Mayor Levesque** – reported that there was a nationwide contest to honor the anniversary of the passage of the 19<sup>th</sup> amendment asking girls between 8 and 18 to create artwork to celebrate the anniversary. The first lady chose one winner per State. Sophia Carson of Auburn won for the state of Maine and will have an opportunity to go to Washington, D.C. and he would like to invite her to be recognized by the City Council. He also noted that he had several meetings with the new school superintendent, Dr. Brown. They've talked about the re-entry program and how the city can help with that. He also commented on an article that appeared in the Sun Journal a few weeks ago where statements were omitted in error. Judith Myers, Editor apologized immediately after hearing about it. She owned the mistake and found a way to fix it going forward. He said he was thankful for the way they handled it.

**IV. Open Session** – No one from the public spoke, however one public comment came in via email from Nora Jarvis from the Auburn School Department.

*From: Nora Jarvis, Auburn School Department*

*Hello,*

*I am a teacher in the Auburn School Department, and I'm writing regarding the plans being made to reopen schools.*

*I wanted to bring to your attention (if you haven't seen it already), this article that shared some shocking statistics about Maine's coronavirus cases and its impact on Black Mainers. Although Maine's Black population is tiny, 23% of those who tested positive for coronavirus are Black. This is deeply upsetting. Of course the reasons for this are multifaceted, but the fact remains that our district's Black kids and staff would be at a much higher risk if we were to return in person.*

*In an ideal world, we could start school in person. And I know how hard it would be on kids, parents, and us to continue remote learning. But we're talking about the lives of kids, their families, and staff. Reopening would disproportionately affect our Black students. Although Maine's cases are going down overall, it is clear that it is extremely dangerous for Black folks.*

*We need to ACT like Black Lives Matter and make policy decisions based on the fact that Black Lives Matter. Even one death is unacceptable.*

*Thank you, Nora Jarvis*

**V. Unfinished Business - None**

**VI. New Business**

**1. Order 79-07202020**

Adopting the Agriculture Advisory Committee charge.

Motion was made by Councilor Carrier and seconded by Councilor MacLeod for passage.

Public comment - no one from the public spoke.

Passage 6-0.

**2. Order 80-07202020**

Adopting the LFLP (Local Foods Local Places) Community Action Plan.

Motion was made by Councilor Boss and seconded by Councilor MacLeod for passage.

Public comment – no one from the public spoke.

Motion was made by Councilor Gerry and seconded by Councilor Walker to postpone to a time not to exceed 6 months from today.

Motion failed 3-2-1 (Councilors Boss and MacLeod opposed, Councilor Milks abstained, an affirmative vote of 4 required for passage).

Motion was made by Councilor Walker and seconded by Councilor Gerry to postpone to a time certain not to exceed 3 months from today (October 19, 2020).

Passage 4-2 (Councilors Boss and MacLeod opposed).

**3. Order 81-07202020**

Approving the location for the public art piece.

Motion was made by Councilor Macleod and seconded by Councilor Boss for passage.

Public comment – no one from the public spoke.

Passage 6-0.

**4. Order 82-07202020**

Accepting the fish sculpture as the second public art piece to be placed in Anniversary Park.

Motion was made by Councilor Walker and seconded by Councilor Gerry for passage.

Public comment – no one from the public spoke.

Passage 6-0.

**5. Order 83-07202020**

Setting the date for the Special Municipal Election to fill the vacant Ward 1 School Committee seat for November 3, 2020.

Motion was made by Councilor Carrier and seconded by Councilor Walker for passage.

Public comment – no one from the public spoke.

Passage 6-0.

**6. Order 84-07202020**

Re-appointing Jeremiah Bartlett to the Complete Streets Committee with a term expiration of 1-1-2023.

Motion was made by Councilor Boss and seconded by Councilor MacLeod for passage.

Public comment – no one from the public spoke.

Passage 6-0.

**7. Order 85-07202020**

Re-appointing David Das to the Complete Streets Committee with a term expiration of 1-1-2023.

Motion was made by Councilor Carrier and seconded by Councilor Boss for passage.

Public comment – no one from the public spoke.

Passage 6-0.

**8. Order 86-07202020**

Appointing Stanwood Gray to the Agricultural Committee with a term expiration of 4-1-2022.

Motion was made by Councilor Gerry and seconded by Councilor Boss for passage.

Public comment – no one from the public spoke.

Passage 6-0.

**9. Order 87-07202020**

Appointing Katie Boss to the Agricultural Committee with a term expiration of 4-1-2023.

Motion was made by Councilor Macleod and seconded by Councilor Carrier for passage.

Public comment – no one from the public spoke.

Passage 6-0.

**10. Order 88-07202020**

Re-appointing Chad Roberts to the Lewiston Auburn Transit Committee with a term expiration of 7-1-2023.

Motion was made by Councilor Gerry and seconded by Councilor Macleod for passage.

Public comment – no one from the public spoke.

Passage 6-0.

**11. Order 89-07202020**

Appointing Justin Purvis to the Citizen's Advisory Committee with a term expiration of 6-30-2022.

Motion was made by Councilor Milks and seconded by Councilor Walker for passage.

Public comment – no one from the public spoke.

Passage 6-0.

**12. Resolve 11-07202020**

Appointing Phil Crowell and Brian Wood as representative and alternate representative, respectively, to the Maine Service Center Coalition.

Motion was made by Councilor Gerry and seconded by Councilor Milks for passage.

Public comment – no one from the public spoke.

Passage 6-0.

**VII. Reports**

**Mayor Levesque** – no report

**Councilor Gerry** – no report

**Councilor Walker** – the United New Auburn Association is scheduled to meet on July 28, 2020 at 6:00 PM. Please wear masks.

**Councilor Carrier** – the School Committee retreat is scheduled for tomorrow, the work at the Airport has had a setback that could delay some work being done there due to plane crash that damaged the pavement.

**Councilor Milks** – the Sewer District meeting is scheduled for tomorrow and the Water District meeting is scheduled for Wednesday, both at 4:00 PM at the Senior Center.

**Councilor Macleod** – LATC will be hosting a state transit technology summit July 28-31st, Great Falls TV update on channels and HD signal, School Building Committee went before the Planning Board and will meet on August 3<sup>rd</sup>.

**Councilor Boss** – Auburn Public Library Board meeting scheduled for tomorrow has been cancelled, the Library is open to the public on a limited basis with a limited number of people allowed in the building, and some activities require appointments.

**City Manager Crowell** - Welcomed our new Assistant City Manager, Brian Wood. They are working on projects they need to tackle. He reported that they are spending time with Directors to discuss goals and expectations, and he has been working on quarterly workshop schedules – with priority items that align with Council goals. He said that he would also like to have another Council retreat in the near future.

**VIII. Executive Session**

- Economic Development, pursuant to 1 M.R.S.A. Sec. 405(6)(C) – not needed
- Labor contract, pursuant to 1 M.R.S.A. Sec. 405(6)(D)

Motion was made by Councilor Macleod and seconded by Councilor Walker to enter into executive session. Passage 6-0. Time in 8:29 PM. Council was declared out at 8:55 PM.

**III. Adjourn**

Motion was made by Councilor MacLeod and seconded by Councilor Walker to adjourn, unanimously approved, the meeting adjourned at 8:55 PM.

A TRUE COPY

ATTEST *Susan Clements-Dallaire*

Susan Clements-Dallaire, City Clerk



**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** August 3, 2020

**Author:** Jason D. Moen, Chief of Police

**Subject:** 2020 Byrne Jag Grant Application

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**Information:** Annually, based on a community's crime rate, the U.S. Department of Justice Edward Byrne Justice Assistance Grant Program makes awards to law enforcement agencies. The 2020 Byrne Jag allocation for the Auburn Police Department is \$14,159.

As required to complete the grant application, a *"Certifications and Assurances by the Chief Executive of the Applicant Government"* must be signed and certified. The Certifications and Assurances document #3 states: *"The City Manager assures that the application has been submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification."*

The Auburn Police Department will utilize these funds to purchase equipment and supplies as follows:

- \$2,200            2 Microsoft Surface Tablets for our new officers when they attend the Maine Criminal Justice Academy (laptops are required)
- \$5,400            2 Pole Speed Signs to assist in calming traffic in our high-speed neighborhoods
- \$4,500            Tourniquets and holders for all sworn officers to be used in the line of duty or to assist a citizen while awaiting EMS
- \$2,059            COP Cards of all staff

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**City Budgetary Impacts:** None

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**Staff Recommended Action:** Information only to complete the grant application process – no action needed.

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**Previous Meetings and History:** None

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**City Manager Comments:**

A handwritten signature in black ink that reads "Phillip Crowell Jr." with a stylized flourish at the end.

I concur with the recommendation. Signature:

---

**Attachments:**



**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** August 3, 2020- Workshop

**Author:** Brett Sawyer, Economic Development Specialist

**Subject:** TIF PROPOSAL- 101 MERROW RD (FUTUREGUARD)

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**Information:** Futureguard, a local manufacturing company is proposing a substantial expansion at their current location at 101 Merrow Road. This would be an ideal project to capture TIF funds to make necessary road and infrastructure improvements, public safety facilities and economic development efforts.

Utilizing a TIF District would mean the City could retain funds towards these projects that would otherwise be subject to County Taxes, Education Subsidies, and State Revenue Sharing.

Originally a Credit Enhancement Agreement was not included, however a wastewater filtration system that is being required by LA Water Pollution Control Authority (LAWPCA) may require a CEA to avoid jeopardizing this project.

**The Project:**

- Addition of 65K sq. ft.- including 51k in manufacturing space
- 10k sq. ft. high end showroom & 3.5k sq. ft. entrance/lobby
- Estimated investment of \$10M between building and machinery
- 20+ good paying jobs- manufacturing, engineering, office
- \$205,000 LAWPCA required wastewater treatment for removing glass filings
- Additional development being considered

**TIF Uses:**

- Merrow Road rehabilitation (due in the next 3 years)
  - Public Safety Facilities
  - CEA for wastewater filtration system
- 

**City Budgetary Impacts:**

N/A

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**Staff Recommended Action:**

Staff recommends capturing TIF funds for necessary road improvement and other City projects.

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**Previous Meetings and History:**

Economic Development updates 5/18/20

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**City Manager Comments:**

A handwritten signature in black ink that reads "Phillip Crowell Jr." with a stylized flourish at the end.

I concur with the recommendation. Signature:

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**Attachments:** Power Point Presentation; TIF Spreadsheet

## FutureGuard Expansion

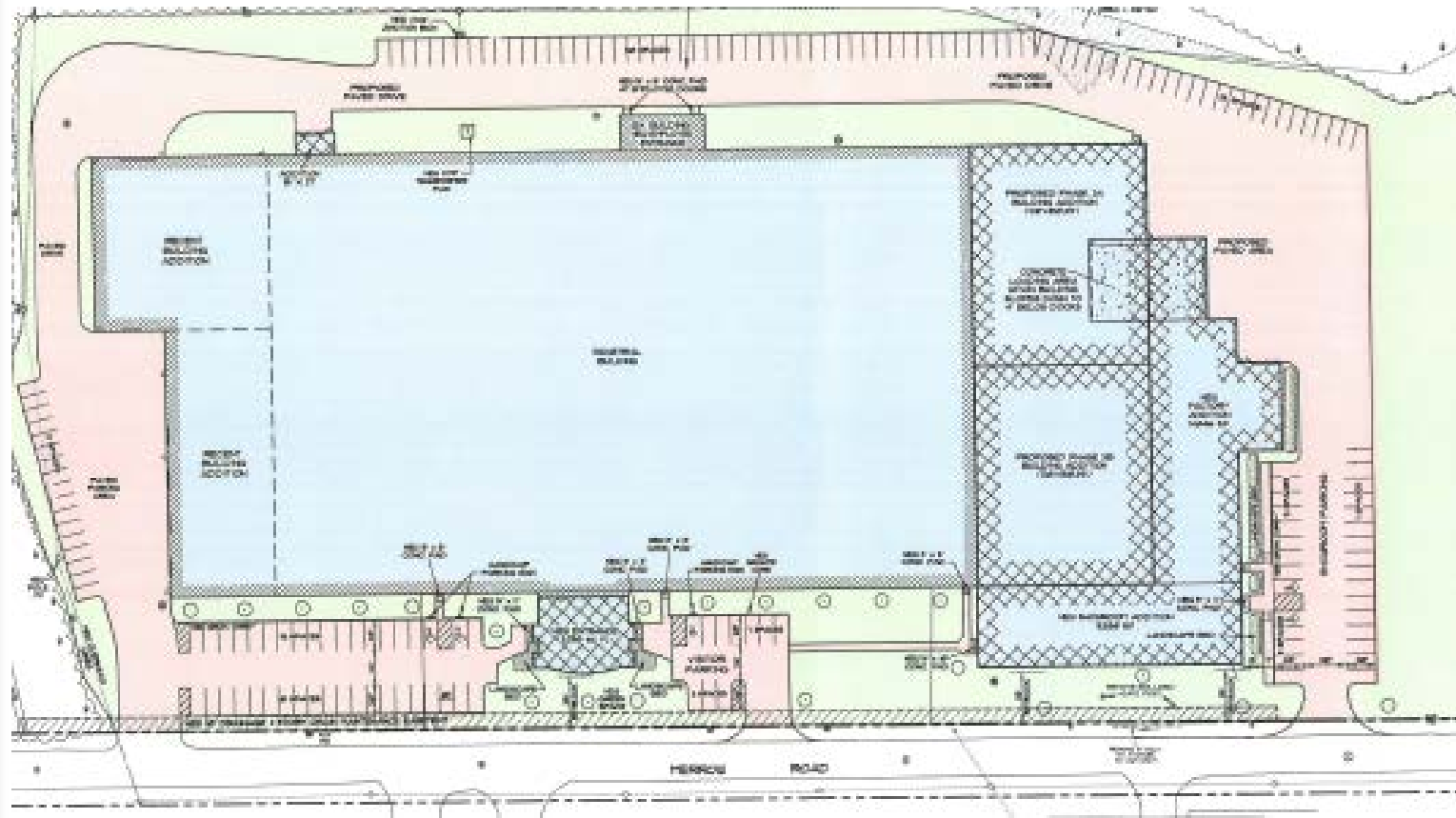
						TIF 52%		
TIF Year	Tax Year	Projected Additional Assessed Value	Projected MIL rate	Projected New Taxes	Amount To General Fund 48%	Roads / City Project 70%	Public Safety 15%	CEA-Water Filter 15%
1	2021	\$ 3,500,000	0.02375	\$ 83,125	\$ 39,900	\$ 30,258	\$ 6,484	\$ 6,484
2	2022	\$ 3,500,000	0.02375	\$ 83,125	\$ 39,900	\$ 30,258	\$ 6,484	\$ 6,484
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22	2042	\$ 3,500,000	0.02375	\$ 83,125	\$ 39,900	\$ 30,258	\$ 6,484	\$ 6,484
23	2043	\$ 3,500,000	0.02375	\$ 83,125	\$ 39,900	\$ 30,258	\$ 6,484	\$ 6,484
				<b>\$ 1,911,875</b>	<b>\$ 917,700</b>	<b>\$ 695,923</b>	<b>\$ 149,126</b>	<b>\$ 149,126</b>



FutureGuard TIF District

# 65k Sq Ft Expansion

- 51k Manufacturing space
- 10k sq. ft. Showroom
- 3.5k sq. ft. entrance/lobby
- \$10M Estimated investment (RE & PP)
- 20+ Good paying jobs created (manufacturing, engineering, office)



# TIF Considerations

- Capturing Approximate Tax Shift (52%) over 23 years would save the City an estimated \$980K that would be lost to County, State, and Education for:
- \$688K toward Merrow Road and the Hotel Road Intersection
- \$150K toward Public Safety buildings
- \$150k CEA for required wastewater filtration expense

# Merrow Road

The Bulk of the TIF Funds would go toward necessary road improvements:

- Intersection of Merrow Rd and Hotel Rd (\$250k)
- Complete rebuild of Merrow Rd (\$901K)

Total project estimate: \$1.15M

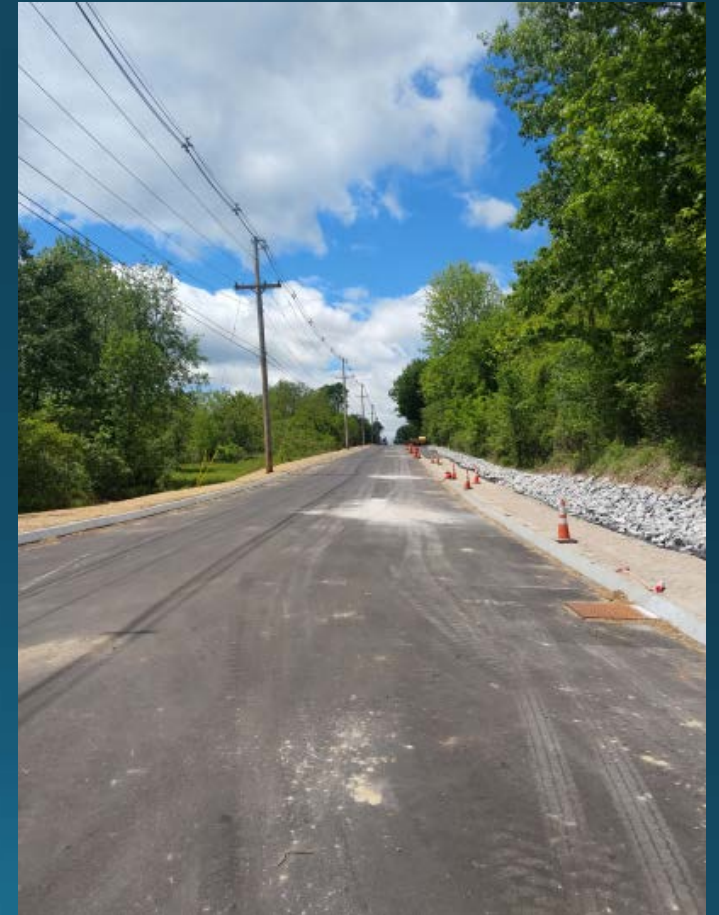
A TIF District could save taxpayers \$690K toward this project utilizing funds that would otherwise be lost (to the tax shift)

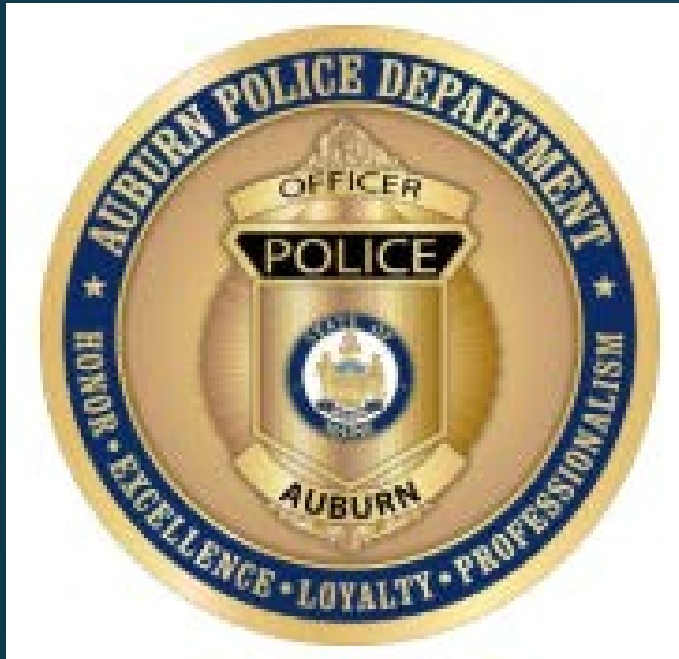


# Stetson Road TIF

## Recent Example- Saving Taxpayer Money

- TIF funds used to complete road repair
- Saved the City General Funds
- Actual TIF amount higher than estimated and will cover costs for other nearby road improvements





# Public Safety Facilities

- Recent amendment (2019) to the TIF program allows up to 15% of captured funds to go toward Public Safety Facilities
- This would retain \$150k or more that would otherwise be lost to State and County



# TIF District and CEA: A Necessity

Initially the TIF District was going to be purely for infrastructure

- LAWPCA is requiring several wastewater filtration systems- over \$200,000
- Mitigating extraordinary development costs for economic projects are a primary objective of TIF Districts.

## FutureGuard Expansion

						TIF 52%		
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**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** August 3, 2020

**Order:** 90-08032020

**Author:** Sue Clements-Dallaire, City Clerk

**Subject:** Consolidation of Polls for the November 3, 2020 Election

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**Information:** Due to the pandemic, the June Primary Election was delayed until July. We saw a drastic increase in voters requesting absentee ballots for that election with fewer people turning out at the polls. We also had a difficult time lining up election workers to adequately staff all 5 polling places. After holding a public hearing, Council voted in favor of consolidating to two polling places for that election. We had adequate staffing for two locations and consolidation for this election ran smoothly.

Because the direction of the COVID-19 pandemic is unknown, I am anticipating a very high number of absentee ballot requests again for the upcoming General Election scheduled for November 3, 2020. I've already received many inquiries about absentee voting. I also anticipate having difficulty finding adequate staff to man all 5 locations. Because of this, and our goal to take voting out of the schools, we are asking Council to consider consolidating to one polling place, the Norway Savings Bank Arena, for the November 3, 2020 election.

Staff met on Tuesday, 7/28/2020 to discuss possible polling place venue options. Things to take into consideration are: Adequate size to accommodate booths and equipment, and adequate traffic flow, must be accessible and meet ADA requirements, ample parking, including accessible parking, passenger drop off areas, elevators, sidewalks, walkways, hallways & corridors, building entrances and exits, and public transportation to the polling location.

State law requires a public hearing and municipal approval at least 90 days prior to the election (August 5, 2020) in order to consolidate voting places, unless the Governor issues an executive order adjusting time frames and deadlines imposed by law.

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**City Budgetary Impacts:**

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**Staff Recommended Action:** Public hearing with staff's recommendation to consolidate to one polling place, the Norway savings Bank Arena, utilizing rink 2.

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**Previous Meetings and History:** This item was discussed during the 7/20/2020 Council Workshop.

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**City Manager Comments:**

A handwritten signature in black ink that reads "Phillip Crowell Jr." with a stylized flourish at the end.

I concur with the recommendation. Signature:

---

**Attachments:** Order 90-08032020

## POTENTIAL POLLING PLACES IN AUBURN

Potential Location	Address	Ward	Recommend?	Parking	Accessible	Layout	Transit	Notes
Norway Savings Bank Arena	985 Turner Street	1	Yes	Yes	Yes	Yes	Yes	Up to five wards
Kmart Building	603 Center Street	1	No	Yes	Yes	Yes	Yes	Not available
Lost Valley Ski Area	200 Lost Valley Road	1	No	Yes	No	No	No	
Central Maine Community College	1250 Turner Street	1	Maybe	Yes	Yes	Yes	Yes	Too close to NSBA
Auburn Mall	550 Center Street	1	No	Yes	Yes	No	Yes	Unsure how to secure space
St. Phillip's Church	2365 Turner Road	1	No	Yes	Yes	UNK	No	One ward only
PAL Center	24 Chestnut Street	2	No	No	No	No	Yes	Too small
Auburn Senior Community Center	48 Pettengill Park Road	2	Maybe	No	Yes	Yes	Yes	2 wards max; set up for food program
East Auburn Baptist Church	560 Park Avenue	2	Yes	Yes	Yes	Yes	Maybe	Transit route on Park Ave/Near NSBA
United Methodist Church	439 Park Avenue	2	No	Yes	Yes	Yes	Maybe	1 Ward only/Near NSBA
Auburn Public Library	49 Spring Street	3	No	No	Yes	No	Yes	1 ward only
VFW	588 Minot Avenue	3	No	Yes	Yes	No	Maybe	1 ward only
Office Max Building	88 Union Street	3	No	Yes	Yes	Yes	Yes	Uncertain lease situation; short term solution
Immaculate Heart of Mary Parish	24 Sacred Heart Place	3	No	Yes	Yes	No	Maybe	1 ward only
National Guard Facility	1072 Minot Avenue	3	No	Maybe	Unknown	No	Maybe	No large room
AFD - Engine 3	550 Minot Avenue	3	No	No	No	No	Yes	Operational challenge
Old PD Building	1 Minot Avenue	3	No	Yes	Yes	Yes	Yes	Disrepair; smell; do not own.
Auburn Hall	60 Court Street	4	Maybe	Yes	Yes	Yes	Yes	2 ward max
Community Little Theater	30 Academy Street	4	No	Yes	No	No	Yes	No space
Hilton Garden Inn	16 Great Falls Plaza	4	Yes	Yes	Yes	Yes	Yes	Cost estimate \$1,000 max. for the day
Auburn Lewiston Airport	80 Airport Drive	4	No	Yes	Yes	No	No	Lobby too small; hangers too cold
American Legion	426 Washington Street N	4	No	Yes	Yes	No	No	1 Ward only
High Street Congregational Church	106 Pleasant Street	4	Maybe	Yes	Yes	Yes	Yes	1 ward only
First Universalist Church	169 Pleasant Street	4	No	Limited	Unknown	No	Yes	1 ward only
Court Street Baptist Church	129 Court Street	4	No	No	Yes	No	Yes	Meeting space on lower floor/1 ward only
YMCA	62 Turner Street	4	No	No	No	No	Yes	Gymnasium not available/1 ward only
Mardindale Country Club	527 Beech Hill Road	4	No	Yes	Yes	No	No	Stairs to ballroom; one entrance/exit
Esplanade	20 Great Falls Plaza	4	No	Yes	Yes	No	Yes	Space too small
Boys & Girls Club	43 Second Street	5	No	No	Yes	Yes	Yes	1 ward only/close youth programming
American Legion	71 South Main Street	5	No	No	No	No	Yes	
6th Street Congregational Church	109 Sixth Street	5	No	No	No	No	Yes	
Prospect Hill Golf Course	694 South Main Street	5	No	Yes	Yes	Yes	No	1 ward only/building currently closed
AFD - Engine 2	181 South Main Street	5	No	No	No	No	No	
St. Louis Church	80 Third Street	5	No	No	No	No	Yes	Not suitable
Rollodrome	12 Riverside Drive	5	No	Maybe	Yes	Yes	Yes	Foot traffic: damage to floor/surface?

**Recommend** - Recommendation by staff committee

Yes - can fit all 5 wards

Maybe - can fit 1-2 wards

No - does not meet needs/criteria

**Parking** - Minimum of 50 parking spots, incl. handicapped

**Accessible** - Elevator, ADA accessible, drop-off area, etc.

**Layout** - Good flow of foot traffic, more than one entrance, etc.

**Transit** - On or near bus route

Holly C. Lasagna, Ward One  
Timothy B. MacLeod, Ward Two  
Stephen G. Milks, Ward Three  
Brian S. Carrier, Ward Four



Leroy G. Walker, Ward Five  
Belinda A. Gerry, At Large  
Katherine E. Boss, At Large

Jason J. Levesque, Mayor

## IN CITY COUNCIL

### ORDER 90-08032020

**ORDERED**, that the City Council hereby authorizes consolidating from 5 polling locations to 1 polling location for the November 3, 2020 Election, contingent upon approval from the Maine Secretary of State. The polling location will be the Norway Savings Bank Arena located at 985 Turner Street.

A public hearing was held on August 3, 2020, at least 90 days before the election pursuant to 21-A, Sec. 631-A (2).



**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** 08/03/2020

**Order:** 91-08032020

**Author:** Christine M. Mumau, HR Director

**Subject:** Authorization for the City Manager to execute the Collective Bargaining Agreement between the City of Auburn and the Maine Association of Police Command Unit Covering 07/01/2020 to 06/30/2021

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**Information:** The Collective Bargaining Agreement (CBA) between the City of Auburn and the Maine Association of Police (MAP) Command Unit expired on 6/30/2020.

The following is a summary of the changes:

- One year contract agreement effective 07/01/2020 to 6/30/2021
- 2 % Cola Effective upon signing of the contract (retroactive) for FY 21.

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**City Budgetary Impacts:**

- 2% Cola has been accounted for in FY 21 budget.

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**Staff Recommended Action:** Staff recommends the City Council vote for passage of this Resolve.

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**Previous Meetings and History:** 07/20/2020

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**City Manager Comments:**

A handwritten signature in cursive script that reads "Phillip Crowell Jr.".

I concur with the recommendation. Signature:

---

**Attachments:** Contract Agreement from 07/01/2020 to 06/30/2021.

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF AUBURN**

**AND**

**MAINE ASSOCIATION OF POLICE**

**COMMAND UNIT**

July 1, 2020 to June 30, 2021

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## **PREAMBLE**

Pursuant to the provisions of Chapter 9A, Revised Statutes of Maine, Title 26 as enacted by the Maine Legislature, Revised September 1989 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 employees in the Police Department; to provide for the prompt and fair settlement of grievances without any interruption of or other interference with the operation of the Police Department.

## **ARTICLE 1 - BARGAINING UNIT**

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

## **ARTICLE 2 - RECOGNITION OF CITY RIGHTS**

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

## **ARTICLE 3 - RECOGNITION OF RIGHTS OF MEMBERS OF THE UNION**

### **Section 1 Investigation of Police Misconduct**

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

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

- A) To the extent possible, the interrogation will be conducted at a reasonable time taking into consideration the working hours of the member and the legitimate interests of the department. The officer conducting the interrogation shall advise the member that an investigation is being conducted. The investigating officer shall inform the member of the nature of the alleged conduct which is the subject matter of the interrogation and, unless circumstances warrant anonymity, shall identify the complainant. If it is known that the member being interrogated is a witness only, he shall be so informed.
- B) In any case in which a police officer has been identified as a suspect in a criminal investigation, the interrogation shall be tape recorded and the tape shall be preserved by the investigating officer until the investigation is completed and all charges dropped or processed to conclusion. At his request, the member or his attorney may listen to, transcribe, or copy all or any portion of the tape.

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

- C) If the member is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be afforded all rights granted under such circumstances to other persons.
- D) In all cases in which a member is interrogated concerning a serious violation of departmental rules and regulations which, if proven, would be likely to result in his removal from the department, and where the same can be accomplished without unreasonably delaying or impeding the investigation, he shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his choosing and/or a representative of the Union before being interrogated and his attorney and/or a representative of the Union may be present during the interrogation, but may not participate in the interrogation except to counsel the member.
- E) If the member under investigation is requested to submit to a polygraph examination, he or she will be furnished a list of questions which will be asked prior to the commencement of the examination. If a member is requested to submit to any other type of test, he or she will be advised of the type of test and the member will be afforded an opportunity to obtain a similar independent test if available.
- F) The investigation will be conducted without unreasonable delay and the member will be advised of the final outcome of the investigation.

## **Section 2 Disciplinary Proceedings**

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

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

### **Section 3 Personnel Files**

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

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

#### **ARTICLE 4 - NON-DISCRIMINATION**

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

#### **ARTICLE 5 - NO STRIKE/NO LOCKOUT**

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

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

#### **ARTICLE 6 - CHECK-OFF**

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

The authorization for deduction of benefit fund contributions may be stopped at any time, provided the employee submits in writing, to the Employer and the Union a sixty (60)

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

## **ARTICLE 7 - NEGOTIATIONS TIME-OFF**

### **Section 1**

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

### **Section 2**

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

### **Section 3**

The Union shall supply a list of all members referred to in Section 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:

<b>SERGEANT</b>				
07/01/2020 06/30/2021	STEP 1 0 - 3 YEARS	STEP 2 4 - 7 YEARS	STEP 3 8 - 11 YEARS	STEP 4 12 + YEARS
ANNUAL	\$ 70,563.48	\$ 72,679.88	\$ 74,860.76	\$ 77,106.64
WEEKLY	\$ 1,356.99	\$ 1,397.69	\$ 1,439.63	\$ 1,482.82
HOURLY	\$ 33.9247	\$ 34.9423	\$ 35.9908	\$ 37.0704
<b>LIEUTENANT</b>				
07/01/2020 06/30/2021	STEP 1 0 - 3 YEARS	STEP 2 4 - 7 YEARS	STEP 3 8 - 11 YEARS	STEP 4 12 + YEARS
ANNUAL	\$ 80,961.92	\$ 83,961.92	\$ 85,892.56	\$ 88,469.16
WEEKLY	\$ 1,556.96	\$ 1,603.67	\$ 1,651.78	\$ 1,7013.33
HOURLY	\$ 38.9240	\$ 40.0917	\$ 41.2945	\$ 42.5332

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	Veteran's Day	

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

Members who work at least fifty (50%) percent of their regularly scheduled work shift on Christmas and/or Thanksgiving will receive an additional 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 schedule 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, 2020- June 30, 2021</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.

Effective 1/1/14, all calculations for the health insurance waivers are based upon the PPO 500 plan.

### **Section 3 Terms and Conditions to Apply**

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

#### **Article 18 - CAFETERIA BENEFIT PLAN**

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

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

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

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

#### **ARTICLE 19 - RETIREMENT**

Employees shall be 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," define 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.

#### **Section 6 Cell Phone Stipend:**

Sergeants shall receive a \$45 per month cell phone stipend paid monthly on the first week of the month. Lieutenants will receive \$65 per month, paid monthly on the first week of the month.

#### **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".

1. 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:
2. Where it occurs that secondary employment has an adverse effect on the officer's sick leave record and work performance.

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.

Where secondary employment impairs the officer's ability to discharge the duties and responsibilities of his City job.

Where an officer is using his City position to influence his outside employment.

Officers who engage in secondary employment shall do so only with the understanding and acceptance that their primary job is as a Police Officer for the City of Auburn.

#### **ARTICLE 29 - MILITARY LEAVE**

All employees who are members of the organized military reserves and who are required to perform field duty will be granted reserve service leave in accordance with applicable federal and state statutes, in addition to normal vacation time. In order for the Chief of Police to accommodate military leave and to provide adequate staffing for the department, the reservist must provide a copy of the written orders as soon as possible after they are received. For any such period of reserve service leave, the City will pay the difference (if any) between service pay, and the employee's regular pay.

#### **ARTICLE 30 - RECIPROCITY AGREEMENT**

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

## **ARTICLE 31 – SENIORITY**

### **Section 1 – List**

A seniority list shall be established naming all the employees covered by this agreement, beginning with the employee who has the greatest number of years of seniority within the rank first.

Seniority shall be determined by rank (lieutenant and then sergeant) based upon the employee's date of promotion. If in the event a promotional date is shared by another employee, seniority will be determined by date of hire. Seniority, for the purposes of this agreement, shall be interpreted to mean length of continuous service only, with the exception of members enrolled in the in-service retirement program. Seniority shall be the sole governing factor affecting vacations. Seniority shall be a governing factor affecting assignments (provided all other qualifications are equal) and shift selection, though both are subject to approval by the Chief of Police.

### **Section 2 - Posting**

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

## **ARTICLE 32 - DRUG TESTING**

The Auburn Police Department will develop and implement a "for cause" drug testing program in compliance with state statutes, and the Departments of Human Services and Labor drug testing regulations within the first year of the contract.

The City will meet and consult with the superior officers bargaining unit over those sections of the drug testing program which relate to current employees including but not limited to the following areas:

What constitutes "for cause" for conducting drug tests on an employee;

- positions to be covered by the policy;
- level of illegal drug permitted in the sample;
- consequences of having a positive test;
- consequences of refusing to submit to the test;
- rehabilitation/treatment provided to an employee with a positive test;
- facilities at which the tests will be conducted;

- the sample collection process;
- notification of process to employees of written drug testing policies; and
- confidentiality of non-drug related medical information on the employee.

The drug testing program will not be implemented until the plan is approved by the Department of Labor.

### **ARTICLE 33 - ACTIVE AGREEMENT**

The Union and the City may, by mutual consent, agree to discuss, reopen or negotiate any matter or contract provision of interest to the parties during the term of this agreement. In particular, the parties may agree to reopen and make any necessary amendments resulting from discussions and implementation of the annual Labor-Management Team Work-plan (referenced in Article 35).

### **ARTICLE 34 - DURATION OF AGREEMENT**

This Agreement shall cover the period July 1, 2020 through June 30, 2021. 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 \_\_\_\_\_, 2020, with an effective date of July 1, 2020.

CITY OF AUBURN

MAINE ASSOCIATION OF POLICE  
– COMMAND UNIT

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By: Phillip L. Crowell, Jr.  
Its City Manager

---

By: Daniel Felkel  
Its

---

By: Anthony Harrington  
Its

---

By: Matthew Dailey  
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>Quantity</u>	<u>Category/Item:</u>	
Hats (8-point/I 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	1 pr.		
Straps	1 pr.		
Shoes	1 pr.		
(Dress)			
Boots (All Season - Military Style)			
Coat	1		
Class A Uniform	1 ea.		
Raincoat	<u>1</u>		
<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	Attache 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 Employee Cost Share**

The proposed employees health insurance 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.

Holly C. Lasagna, Ward One  
Timothy B. MacLeod, Ward Two  
Stephen G. Milks, Ward Three  
Brian S. Carrier, Ward Four



Leroy G. Walker, Ward Five  
Belinda A. Gerry, At Large  
Katherine E. Boss, At Large

Jason J. Levesque, Mayor

## **IN CITY COUNCIL**

### **ORDER 91-08032020**

ORDERED, that the City Council hereby authorizes the City Manager to execute the Collective Bargaining Agreement with Maine Association of Police, Command Unit, effective 07/01/2020 through 6/30/2021.



**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** August 3, 2020

**Order:** 92-08032020

**Author:** Christine M. Mumau, HR Director

**Subject:** Authorization for the City Manager to execute the Collective Bargaining Agreement between the City of Auburn and the Teamsters Local 340, 07/01/2020 to 06/30/2023

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**Information:** The Collective Bargaining Agreement (CBA) between the City of Auburn and the Teamsters Local 340 expired on 6/30/2020.

The following is a summary of the changes:

- Three year contract agreement effective 07/01/2020 to 6/30/2023.
- FY 21-Paystudy Adjustment to Wages
- FY 22 -2 % Cola
- FY 23-2% Cola
- \$600 Stipend annually given to the CDL Driver Trainer newly added to the contract

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**City Budgetary Impacts:**

- Paystudy Adjustment has been budgeted for FY 21
- \$600 Stipend budgeted in FY 21 budget for licenses

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**Staff Recommended Action:** Staff recommends the City Council vote for passage of this Resolve.

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**Previous Meetings and History:** 7/20/2020

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**City Manager Comments:**

I concur with the recommendation. Signature:

A handwritten signature in black ink that reads "Phillip Crowell Jr.".

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**Attachments:** Contract Agreement from 07/01/2021 to 06/30/2023.

**AGREEMENT**  
**BETWEEN**  

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**CITY OF AUBURN**  
**AND**  
**TEAMSTERS LOCAL UNION #340**  
**FOR THE**  
**AUBURN PUBLIC WORKS DEPARTMENT**  
**July 1, 2020 to June 30, 2023**



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## **Collective Bargaining Agreement**

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**

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**

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

**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 Works workers who are covered by this Agreement are collectively referred to as "Employees" and individually as an "Employee."

(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

Membership in the Union is not compulsory. All employees who are member of the union as of the date of this agreement and all employees who hereafter become members of the Union, shall maintain their membership in good standing in the union for the duration of this agreement. All new employees will be notified that membership is binding for the duration of the contract prior to signing the membership form, by the union. Neither party shall exert any pressure on or discriminate against an Employee in regards to such matters.

### Section 2 – Union Representation and Fees

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

- 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 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 Shop Steward of the Union will issue the monthly dues receipts to the Director of Public Works, who will then attach the dues receipts to the paychecks of each Employee.

The second option being not to join as full members of the Union

### 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.

## **ARTICLE 4 - MANAGEMENT SECURITY/NO STRIKES**

Neither the Union, its officers or agents, nor any of the Employees covered



85 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  
90 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.

### 95 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  
100 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  
105 action taken or not taken by the City under the provisions of this Article.

### ARTICLE 6- MANAGEMENT RIGHTS

It is recognized that, except as expressly stated herein, the City shall retain  
110 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;  
115 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  
120 and to change or eliminate existing methods, equipment or facilities.

### ARTICLE 7 - UNION ACTIVITIES

#### Section 1 - Time Off for Union Activities



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 Works or Deputy Director of Public Works 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.

### 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 business, nor shall there be any discrimination against any Employee because of Union membership or activities.

### Section 3 - Access to Premises

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

### Section 4 - Bulletin Board

The City agrees to provide suitable space for and maintain a bulletin board at the Public Works 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

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:

- A. The investigation and presentation of grievances in accordance with the provisions of this Agreement;



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;

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;

D. Shop Stewards and Alternates must notify their immediate supervisor of time needed for activities under this section;

E. Investigation, processing or presentation of grievances shall not interrupt city work activities without the prior approval of the Director of Public Works 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 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**

#### **Section 1 – 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, 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 Director of Public Works 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 Works or his or her designee may be reviewed by the Labor-Management



210 Team and may be appealed in accordance with the grievance provisions of this Agreement.

The progressive discipline process is as follows;

215 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.

220 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 Works or his or her designee. May include referral to EAP and/or no pay for time not worked.

225 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 Works or his or her designee. May also include referral to EAP.

230 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 Works or his or her designee. May also include referral to EAP.

235 Discharge (Fifth Violation) - termination of employment with the City. Requires written notification from the Director of Public Works 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.

### 240 Section 2 – Loss of License

245 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:

250



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.

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.

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

D. An Employee who fails to immediately notify the Deputy Director of Public Works, 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 Works management that his/her license is under review for possible suspension or revocation will receive a 5-day suspension without pay.

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.

### 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.

### Section 4– Suspension and Discharge

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.



### 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.

### Section 6- Appeal

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

### Section 7- File Review

Two years after an incident giving rise to discipline, an Employee may submit a request to the Director of Public Works 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 Works 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 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**

### Section I - Definition

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:

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 Works Operations Manager or Deputy Public Works Director. The purpose



of the meeting will be to share information, to review the 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.

Step 2 - If the results of Step 1 are not satisfactory to the employee, the employee and steward may appeal to the Public Works Director or his designee in writing within ten (10) working days of the date of the Step 1 meeting documentation. The Public Works 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.

Step 3 - If the Public Works 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 the employee's appeal, and submit his/her decision in writing to the employee.

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.

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 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, 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.

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 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.

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 Works.

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.

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

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**

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. 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 be defined as a scheduled period of work and shall not be considered in the same context as daily work assignment.

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.

Public Works 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

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 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

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.

### 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).



**ARTICLE 11 - HOURS OF WORK**

460 Section 1 - Workweek

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  
465 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.

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  
470 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  
475 Employees. The City will not relieve a person of normal duties because of overtime worked, unless requested by the Employee.

Section 2 – Summer Schedule

480 Each spring, management will review the workload and projects scheduled for the summer months and will determine if the crews will work the regular 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 Works or his or her designee.

485

Section 3 - Call Back

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 1/2) the  
490 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  
495 back minimum shall not be cumulative to hours worked, at time and one-half (1 1/2), 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  
500 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.

### Section 4 - Overtime

505 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  
510 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  
515 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-  
520 established.

For all non-emergency overtime opportunities on the third shift, the  
evening (second) shift person shall be offered the first opportunity for the  
overtime and vice versa for the third shift person. All such overtime opportunities  
525 must be within the offered Employee's job classification.

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  
530 as follows:

(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;  
535 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.

(2) Employees who have worked from 7:00 a.m. through 3:00 p.m. and are  
540 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 Works Supervisors or their designee.

## Section 5 - Rest Periods

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.

## Section 6 – Compensation Time

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 Works 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 Works or his or her designee).

# ARTICLE 12 - WAGES

## Section 1 - Wages

The permanent Employees of the Public Works 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 2020, 2021, 2022. The wage schedule for FY 2020 shall be effective on July 1, 2020. If this Agreement is executed after July 1, 2020, all Employees will receive retroactive pay to July 1, 2020.

## Section 2 – Grandfathered Equipment Operator 2 Employees

The “Grandfathered EO2’s” will remain on the Grandfathered EO2 wage schedule attached as **Exhibit C**.

## Section 3 - Step Increases



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.

### Section 4 - Acting Pay

Employees who are assigned to work in a position in a higher pay classification shall be paid the starting pay of that classification or 5% above their regular hourly rate, whichever is greater for the time spent working in that position. 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.

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

### 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 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 (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 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  
625 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  
govern all other terms of this benefit.

### 630 Section 6 - Performance Evaluation

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  
635 basis, as developed.

### Section 7 – Pay for Lead Mechanic

The pay for the Lead Mechanic will be increased by \$1,000 per year, upon  
640 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  
645 on a weekly basis as a stipend in addition to the regular base wage.

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

650 Employees in the Grandfathered EO2, Mechanic, and Welder positions, who  
have reached the top step in their respective classification, will continue to receive  
the 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  
655 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.

660

### Section 9 – Longevity Bonus for 40 Years of Service

Employees who reach 40 years of continuous service to the City will receive  
a one-time bonus payment of \$500 on the 40<sup>th</sup> anniversary of their date of hire.  
665 Employees who have already reached their 40<sup>th</sup> anniversary of employment with



the City prior to execution of this Agreement, will receive this one-time bonus payment upon execution of this Agreement.

### ARTICLE 13 - HOLIDAYS

670

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

675

New Year's Day  
Memorial Day  
July 4th  
Labor Day  
Veterans Day

Thanksgiving Day  
Day after Thanksgiving  
1/2 day before Christmas  
Christmas Day

680

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.

685

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 Works 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.

690

### ARTICLE 14 - VACATIONS

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

700

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

705

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). 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.

Scheduling and/or approval of vacation leave shall be the responsibility of the Director of Public Works 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.

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 Works 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.

### ARTICLE 15 - SICK LEAVE

#### Section 1 - Purpose

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.

#### Section 2 - Accrual and Use

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.

750        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.

755        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  
760        scheduled work shift will be cause for progressive discipline as outlined in Article 8 - Discipline / Discharge.

765        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.

770        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.

775        The Director of Public Works 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.

780        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 Works 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



790 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.

795 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  
800 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  
805 coverage discontinued until such time as the Employee is able to return to work.

The Director of Public Works 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  
810 his/her health, safety, job performance or well being. These examinations will not be unreasonably requested.

### Section 3 - Retirement and Separation

815 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  
820 most recent weekly salary by five.

### Section 4 – Attendance Incentive

825 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 Works 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  
830 purposes of this section the three (3) month periods are established as follows; 1 – (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 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 4. Any earned vacation days shall be scheduled at the discretion of the Director of Public Works 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 Works or designee.

### **ARTICLE 16 - OTHER LEAVES**

#### **Section 1 - State and Federal Family Leave**

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.

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**

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.

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.

875

### Section 3 - Military Leave

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

880

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.

### 885 Section 4 - Jury Duty

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  
890 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.

895

### Section 5 - Funeral Leave

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  
900 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  
905 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  
910 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.



### Section 6 - Medical Leave

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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.

925

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 Works or designee to insure that this benefit is not abused. Employees are required to schedule medical leave by notifying the Director of Public Works 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.

935

### 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 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 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

950

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.



955 **ARTICLE 17 - INSURANCE**

Section 1 - Coverage

960 The City will make available to all Employees and their dependents (as defined by the Maine Municipal Employee Health Trust) insurance under the 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.

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

970 Section 2 – Cost and Health Promotion Program

975 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 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.

980 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:

- 985
- 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.
- 990
- 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.
- 995



- 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 participation.

1000

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.

1005

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:

1010

FY 2020-2023                      Employee Cost Share: 25% (40% for Employees in POS C Plan)

### 1015    Section 3 - Cost Containment

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.

1020

### 1025    Section 4 - Terms of Insurance Policies to Govern

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.

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1035



### Section 5 - Group Term Life Insurance Plan

1040 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:

- 1045 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.
- 1050 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

1055 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:

1060 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.

1070 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.

1075 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.



1080 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.

1085 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.

1090 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.

1095 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.

1100 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 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.

### 1110 Section 7 – Health Reimbursement Account (HRA)

1115 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.

1120 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. 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.

1125 **ARTICLE 18 - RETIREMENT**

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 age 60 or age 65 for those hired in 2014 or later or a substantially similar plan.

1130 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) 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 Deferred Compensation plans.

**ARTICLE 19 - WORKER'S COMPENSATION**

1145 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.

1150 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 Works or the Deputy Director of Public Works.

1155 Medical bills, when received either by the Department or the Employee, are to be forwarded immediately to the City's Director of Human Resources.

1160 If the injured Employee is out for more than three (3) days, the Director of Public Works 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 her work for the City, an Agreement Claim Form will normally be signed by both the City and the Employee.



1165 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.

1170 If the carrier denies payment or stops payment, the Personnel Office will contact the company, ascertain the reason, and contact the affected Employee.

1175 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.

1180 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.

1185 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.

1190 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.

1195 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 of Auburn. 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  
1200 will be terminated from employment with the City of Auburn, unless extended by the City Manager after review of the Employee's medical condition.



**ARTICLE 20 - CLOTHING**

1205

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 City approved 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 \$ 520 toward the purchase of other work-related clothing and footwear.

1210

1215

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.

1220

1225

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.

1230

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.

1235

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**

1240

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



1245 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  
1250 Department foreman or his or her designee.

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

1255 Under no circumstances will an Employee be required or assigned to  
engage in any activity involving dangerous conditions of work.

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  
1260 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.

### 1265 ARTICLE 22 - MISCELLANEOUS PROVISIONS

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

- 1270 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.
- 1275 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.
- d. Supervisors will notify Employees when office/garage receives  
notification of personal emergencies relating to one of the Employees.
- 1280 e. City will provide a flashlight for each truck.
- f. Public Works Department Employees may continue to use Public Works  
vehicles to stop for food, as long as stops are reasonably on the way.
- 1285 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.

1290

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 Works or his or her designee shall be final.

1295

### ARTICLE 23 - SUBCONTRACTING

1300

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:

1305

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

1310

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;

1315

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.

1320

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.

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:

1325

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;

1330

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

1335

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

1340

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 (5) working days after the certified receipt date, a laid-off Employee must notify the Director of Public Works 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 Works 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.

1345

1350

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**

1355

### **Section 1 - Purpose**

1360

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.

1365

### **Section 2 - Educational Opportunities**

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

To provide for increased educational opportunities for mechanics, arborist



1370 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:

1375 1. each Employee may only take each test once with the City's maximum  
cost to be \$150 per person;

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

1380 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.

1385 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.

### Section 3 - Commercial Drivers License

1390 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  
1395 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.

### Section 4 – Additional Certifications

1400 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;

- 1405
- 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 Works Department and its work activities. The Director of Public  
1410 Works will render the final determination.
  - c. Employees must show proof of valid certification and/or license



(annually) in order to receive the specified bonus.

- 1415
- 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.

1420 For each State of Maine license/endorsement (listed below), earned and maintained, the Employee shall receive a \$ 150 annual bonus.

1425 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.

1430 (eligible positions may only receive either the Class A or Class B bonus not both.)

1435 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. Any existing Employee who does not currently possess a valid tanker endorsement but obtains said during his/her employment will also not be

1440 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 the Department will reduce the number of tanker endorsement bonus' to

1445 five (5).

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

1450 American Welding Society (AWS) – only Welder positions and two (2) other Employees. Two other Employees eligibility to be determined by seniority.

Structural Welding Certification – equals one annual bonus.

Pipe Welding Certification – equals one annual bonus.



MIG/TIG Welding Certification – equals one annual bonus.

1455

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

1460

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. All Employees who are certified and assigned as a Driver Trainer will receive a \$600 bonus.

1465

All Certification bonuses will be paid out in the month of July.

#### **ARTICLE 25 - SEPARABILITY AND SAVINGS CLAUSE**

1470

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.

1475

#### **ARTICLE 26 - ACTIVE AGREEMENT**

1480

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.

1485

#### **ARTICLE 27 - LABOR-MANAGEMENT TEAM**

1490

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 Works Department and service to the citizens of Auburn. The goals of the team include fostering good communications (both internal and



# CITY OF AUBURN

Teamsters Local Union #340

1495 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)  
representatives to the team and other members as may be needed for individual  
issues and/or subcommittees.

1500

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  
1505 Agreement. In addition, the Union agrees to work towards the development and  
implementation of an Employee appraisal system.

## ARTICLE 28 - DURATION

1510 This Agreement shall be in full force and effect from July 1, 2020 to June  
30, 2023, 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.

1515 In witness thereof, the undersigned have caused this Agreement to be  
executed.

CITY OF AUBURN

TEAMSTERSLOCAL  
UNION # 340

By: Phillip Crowell  
Its City Manager

By: Walter Reynolds  
Its Shop Steward

By: Traci St Clair  
Its Business Agent

By: Brett Miller  
Its Secretary/Treasurer



# CITY OF AUBURN

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## Teamsters Local Union #340

Dated: \_\_\_\_\_, 2020

Dated: \_\_\_\_\_, 2020





*Attachment A*

Tanker Endorsements (as of July 1, 2020)

David Knox  
Alan Kolln  
Ed Nemethy  
Donald Sjostrom  
Alan Spencer

2020-2021 Wage Table

Mechanic, Welder										
Annual	N/A									
Weekly										
Hourly										
	1	2	3	4	5	6	7	8	9	10
2020-2021										
Annual	\$39,104.00	\$40,277.12	\$41,485.43	\$42,730.00	\$44,011.90	\$45,332.25	\$46,692.22	\$48,092.99	\$49,535.78	\$51,021.85
Weekly	\$752.00	\$774.56	\$797.80	\$821.73	\$846.38	\$871.77	\$897.93	\$924.87	\$952.61	\$981.19
Hourly	\$18.80	\$19.36	\$19.94	\$20.54	\$21.16	\$21.79	\$22.45	\$23.12	\$23.82	\$24.53

Equipment Operator I, Arborist, Bldg. Maint. Tech. I, Inventory Tech., Stock Room Attendant											
Step/Range											
Annual											
Weekly											
Hourly											
2020-2021	1	2	3	4	5	6	7	8	9	10	11
Annual	\$37,440.00	\$38,563.20	\$39,720.10	\$40,911.70	\$42,139.05	\$43,403.22	\$44,705.32	\$46,046.48	\$47,427.87	\$48,850.71	\$50,316.23
Weekly	\$720.00	\$741.60	\$763.85	\$786.76	\$810.37	\$834.68	\$859.72	\$885.51	\$912.07	\$939.44	\$967.62
Hourly	\$18.00	\$18.54	\$19.10	\$19.67	\$20.26	\$20.87	\$21.49	\$22.14	\$22.80	\$23.49	\$24.19

Equipment Operator II (Incl. 2nd & 3rd shift), Arborist Assistant										
Annual	1									
Weekly										
Hourly										
2020-2021	1	2	3	4	5	6	7	8	9	10
Annual	\$34,320.00	\$35,349.60	\$36,410.09	\$37,502.39	\$38,627.46	\$39,786.29	\$40,979.87	\$42,209.27	\$43,475.55	\$44,779.82
Weekly	\$660.00	\$679.80	\$700.19	\$721.20	\$742.84	\$765.12	\$788.07	\$811.72	\$836.07	\$861.15
Hourly	\$16.50	\$17.00	\$17.50	\$18.03	\$18.57	\$19.13	\$19.70	\$20.29	\$20.90	\$21.53

2020-2021	1	Grandfathered EOZ
Annual	\$46,571.20	
Weekly	\$895.60	
Hourly	\$22.39	

## Step/Range

[illegible]

## Step/Range

	2021-2021	2	3	4	5	6	7	8	9	10	11
Annual	\$38,188.80										
Weekly	\$734.40										
Hourly	\$18.3600										
2021-2021											
Annual	\$38,188.80	\$39,334.46	\$40,514.50	\$41,729.93	\$42,981.83	\$44,271.29	\$45,599.42	\$46,967.41	\$48,376.43	\$49,827.72	\$51,322.55
Weekly	\$734.40	\$756.43	\$779.12	\$802.50	\$826.57	\$851.37	\$876.91	\$903.22	\$930.32	\$958.23	\$986.97
Hourly	\$18.36	\$18.91	\$19.48	\$20.06	\$20.66	\$21.28	\$21.92	\$22.58	\$23.26	\$23.96	\$24.67

## YEAR

<b>Annual</b>	\$35,006.40									
<b>Weekly</b>	\$673.2000									
<b>Hourly</b>	\$16.8300									
<b>2021-2021</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>Annual</b>	\$35,006.40	\$36,067.20	\$37,128.00	\$38,252.24	\$39,398.32	\$40,586.00	\$41,795.52	\$43,041.53	\$44,345.60	\$45,677.84
<b>Weekly</b>	\$673.20	\$693.60	\$714.00	\$735.62	\$757.66	\$780.50	\$803.76	\$827.72	\$852.80	\$878.42
<b>Hourly</b>	\$16.83	\$17.34	\$17.85	\$18.39	\$18.94	\$19.51	\$20.09	\$20.69	\$21.32	\$21.96

## 2021-2021:1

Annual	\$47,502.62
Weekly	\$895.60
Hourly	\$22.84

2022-2023 Wage Table  
Step/Range

Mechanic, Welder										
Annual	N/A									
Weekly	\$40,683.76 \$782.38 \$19,559.5									
Hourly										
2022-2023	1	2	3	4	5	6	7	8	9	10
Annual	\$40,683.76	\$41,895.36	\$43,150.64	\$44,449.08	\$45,791.20	\$47,154.12	\$48,582.56	\$50,032.32	\$51,547.08	\$53,083.68
Weekly	\$782.38	\$805.68	\$829.82	\$854.79	\$880.60	\$906.81	\$934.28	\$962.16	\$991.29	\$1,020.84
Hourly	\$19.56	\$20.14	\$20.75	\$21.37	\$22.01	\$22.67	\$23.36	\$24.06	\$24.78	\$25.52

Equipment Operator I, Arborist, Bldg. Maint. Tech. I, Inventory Tech., Stock Room Attendant										
Step/Range										
Annual	\$38,952.68 \$749.09 \$18,727.2									
Weekly										
Hourly										
2022-2023	1	2	3	4	5	6	7	8	9	10
Annual	\$38,952.58	\$40,121.15	\$41,324.79	\$42,564.53	\$43,841.47	\$45,156.71	\$46,511.41	\$47,906.76	\$49,343.96	\$50,824.28
Weekly	\$749.09	\$771.56	\$794.71	\$818.55	\$843.11	\$868.40	\$894.45	\$921.28	\$948.92	\$977.39
Hourly	\$18.73	\$19.29	\$19.87	\$20.46	\$21.08	\$21.71	\$22.36	\$23.03	\$23.72	\$24.43
										\$25.17

Equipment Operator II (Incl. 2nd & 3rd shift), Arborist Assistant										
YEAR	I									
Annual	\$48,452.56 \$686.66 \$17,166.6									
Weekly										
Hourly										
2022-2023	1	2	3	4	5	6	7	8	9	10
Annual	\$35,706.53	\$36,795.20	\$37,876.80	\$39,013.10	\$40,183.50	\$41,389.00	\$42,630.67	\$43,909.59	\$45,226.88	\$46,583.69
Weekly	\$686.66	\$707.60	\$728.40	\$750.25	\$772.76	\$795.94	\$819.82	\$844.42	\$869.75	\$895.84
Hourly	\$17.17	\$17.69	\$18.21	\$18.76	\$19.32	\$19.90	\$20.50	\$21.11	\$21.74	\$22.40

2022-2023	1	Grandfathered EO2
Annual	\$48,452.77	
Weekly	\$931.78	
Hourly	\$23.29	

Holly C. Lasagna, Ward One  
Timothy B. MacLeod, Ward Two  
Stephen G. Milks, Ward Three  
Brian S. Carrier, Ward Four



Leroy G. Walker, Ward Five  
Belinda A. Gerry, At Large  
Katherine E. Boss, At Large

Jason J. Levesque, Mayor

## **IN CITY COUNCIL**

### **ORDER 92-08032020**

ORDERED, that the City Council hereby authorizes the City Manager to execute the Collective Bargaining Agreement with Teamsters Union 340, effective 07/01/2020 through 6/30/2023.



**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** August 3, 2020

**Order:** 93-08032020

**Author:** Phil Crowell, City Manager

**Subject:** Proposed change to September 2020 Regular City Council meeting date

---

**Information:** Recommend changing the Regular City Council meeting date scheduled September 14<sup>th</sup> to September 8<sup>th</sup>. The first Monday in September; that we would normally have held the Council meeting on, is the Labor Day Holiday (September 7, 2020). Recommendation is to hold the meeting the following Tuesday rather than pushing the meeting another week.

---

**City Budgetary Impacts:** None.

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**Staff Recommended Action:** Move the first regular meeting of September to September 8<sup>th</sup>, 2020.

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**Previous Meetings and History:** In past years, we have held meetings that would have fallen on a holiday on the Tuesday immediately following that date. This item was workshopped on July 20, 2020.

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**City Manager Comments:**

I concur with the recommendation. Signature:

A handwritten signature in black ink that reads "Philip Crowell Jr.".

---

**Attachments:**

Holly C. Lasagna, Ward One  
Timothy B. MacLeod, Ward Two  
Stephen G. Milks, Ward Three  
Brian S. Carrier, Ward Four



Leroy G. Walker, Ward Five  
Belinda A. Gerry, At Large  
Katherine E. Boss, At Large

Jason J. Levesque, Mayor

## **IN CITY COUNCIL**

### **ORDER 93-07202020**

ORDERED, that the City Council hereby authorizes changing the September 14, 2020 Regular meeting date to Tuesday, September 8, 2020. The Regular City Council dates in September will be as follows;

Tuesday, September 8, 2020  
Monday, September 21, 2020