City Council Workshop & Meeting
Agenda
November 2, 2026
Auburn Hall, Council Chambers

5:30 PM Workshop

- Proposed Heating Assistance Program Proposal

6:00 PM Meeting

Pledge of Allegiance & Roll Call - *Roll call votes will begin with Councilor Cowan*

I. Consent Items – *All items with an asterisk (*) are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member or a citizen so requests, in which event, the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Passage of items on the Consent Agenda requires majority vote.*

1) ORDER 91-11022026 – Confirming Chief Moen's appointment of David Beddingfield as Constable with firearm for the Auburn Police Department.

II. Minutes – October 19, 2026, Regular Council Meeting

III. Communications, Presentations and Recognitions

- Reminder: All polling places open at 7AM-8PM, Election Day (November 3)
- Reminder: Special Meeting 11/9 for Comprehensive Plan Update; 1st reading scheduled 12/7
- Youth Homelessness Awareness Month – Proclamation
- Extra Mile Day – Proclamation & Award
- John Jenkins Hands & Hearts Leadership & Service Award – Presentation

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

1) ORDINANCE 18-10192026 – Amending Chapter 44, "Solid Waste" regarding solid waste collection. *Second reading/public hearing. ROLL CALL VOTE. Passage requires majority vote.*

VI. New Business

1) ORDER 92-11022026 – Authorizing the City Manager to execute the Collective Bargaining Agreement between the City of Auburn and the Teamsters Local 340 for Auburn Public Works Mechanics covering 07/01/2026 to 06/30/2029. *Passage requires majority vote.*

VII. City Councilors' Reports

a. Mayor's Report
b. City Councilors' Reports
c. Student Representative Report
b. City Manager Report

VIII. 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.*

IX. Executive Session pursuant to 1 M.R.S.A. Section 405(6) (A) for City Manager's Annual Evaluation. *Possible action to follow.*

X. Adjournment

City of Auburn
City Council Information Sheet
Council Workshop

Date: November 2, 2026

Author: Glen E. Holmes Executive Director of Business and Community Development

Subject: Proposed Heating Assistance Program Proposal

Information:

In response to sharply rising heating oil costs and broader economic pressures, the City of Auburn is proposing a heating assistance program for residents who do not qualify for General Assistance but meet eligibility requirements for the Low-Income Home Energy Assistance Program (LIHEAP).

The proposed program would expand assistance to individuals and families whose household incomes are, on average, approximately 34% higher than those receiving General Assistance. This would help address a gap for households that exceed General Assistance eligibility limits but still struggle to afford heating fuel.

The City would continue to provide General Assistance as usual. The proposed program would complement existing resources, including LIHEAP, Salvation Army assistance, and services accessed through 211.

This program is intended to serve as a final safety net, providing an additional source of heating assistance after other available resources have been exhausted.

City Budgetary Impacts: The proposed program would require a City Council appropriation of $60,000 from the undesignated fund balance. Based on estimated heating fuel costs, this funding would provide 100 households with 100 gallons of heating fuel each, or an equivalent amount of assistance for other heating sources. The number of households served, and the assistance provided would depend on fuel prices at the time of delivery. (Any increase or decrease in funding will impact, on average, one household for every $600.00 increased or decreased.)

Previous Meetings and History: N/A

City Manager Comments: Approve as proposed

Attachments: Heating Assistance Flow Chart
GA Heating Current Assistance

Heating Assistance Flow: Stability and Prevention

How Auburn households can move from immediate crisis response to long-term winter preparedness

Strong Winters Stronger Neighbors

TEACHING
Build knowledge and skills for warmer, safer homes.

STABILITY
Keep households safely housed today and tomorrow.

PREVENTION
Plan ahead to reduce future winter crises.

General Assistance (GA)

Starting point for emergency heating need. Review current need for fuel or electric heat assistance and determine eligibility.

Initial assistance may include emergency fuel or electric-heat support.

GA Referrals / Other Resources

Households may be referred to additional programs that can provide heating support.

HEAP

Approx. average award:
$511
(~84.7 gallons at $6.03/gal)

Salvation Army

Assumed support:
100 gallons
(~$603)

Keep ME Warm

Assumed support:
100 gallons
(~$603)

These resources may reduce or prevent ongoing heating emergencies.

Auburn Heating Assistance Program

Last-resort local program after GA application and documented attempts to access referrals.

100 gallons or $500, whichever is greater.
May also help with verified electric-heating costs.

Teaching | Stability | Prevention

PRACTICAL TOOLS TODAY. A SAFER, STRONGER TOMORROW.

- **Efficiency Maine** — heat pumps, weatherization, energy improvements.
- **Early HEAP application and annual planning** — Apply early and plan ahead for next winter.
- **Fuel budgeting and monitoring tank levels** — Track usage, plan for deliveries, explore budget options.
- **Utility payment planning / electric arrears prevention** — Set up payment plans and avoid shutoffs.
- **Weatherization and home energy education** — Learn simple ways to reduce energy use and stay warmer.
- **Connection to year-round community resources** — Get support for housing, food, health, and other essential needs.

Goal: help households stay safely housed, reduce future winter crises, and build long-term stability.

Planning assumptions used in this chart: HEAP estimated at $511 average statewide benefit; Salvation Army and Keep ME Warm assumed at 100 gallons each; Auburn Heating Assistance Program assumed at 100 gallons or $500, whichever is greater; oil value shown at $6.03 per gallon. Figures are planning assumptions and not guaranteed awards.

Emergency Heating and Electric Assistance

General Assistance (GA) | Heating season: September–May

Legal and ordinance framework

Heating fuel and electricity are basic necessities under 22 M.R.S. §4301(1). An emergency includes a situation that may threaten health or safety if not promptly resolved (§4301(4)). Emergency eligibility is governed by §4308(2) and the City-adopted MMA General Assistance Ordinance §4.9. An initial applicant's eligibility is determined on the basis of need under §4308(1).

A household with no ordinary 30-day budget deficit may still have an immediate unmet heating need. Staff must assess whether this is an emergency, the applicant's resources to meet it, and any applicable emergency restrictions. A lack of deficit alone does not resolve the emergency decision. Use the current GA Appendix E categorical fuel maximums and Appendix D electricity rules; neither maximum is an automatic grant.

GA decision and assistance process

- 1. Accept and process the GA application promptly. Determine whether the home is without usable heat, the supply is critically low, or service disconnection is imminent; ask about age, disability, medical risks, household members and current outside temperatures.
- 2. Confirm heating source and immediate need: tank reading or vendor verification for delivered fuel; utility bill, service status and heat source for electric heating. Obtain recent bills and reasonable available income/resource verification.
- 3. Complete the usual prospective budget and a separate emergency analysis when needed. For an initial applicant, determine eligibility based on need and the applicable statutory emergency standard.
- 4. Check whether the situation could reasonably have been averted through available income/resources under §4308(2)(B) and Ordinance §4.9. Document any determination about preventability and just cause individually.
- 5. Issue the written decision within 24 hours of application as required by ordinance and statute. When conditions in §4310 are satisfied, issue necessary emergency benefits pending full verification. If eligible, pay the vendor or utility directly, recording category, amount, service period and reason.

Fuel, electric heat and seasonal maximums

Appendix E applies to actual, documented heating need from September through May. For electric heat, the Appendix E gallon maximum is multiplied by the current per-gallon oil price to establish a heating-dollar ceiling, then the appropriate non-heating electric allowance under Appendix D is considered separately. Avoid paying the same heating cost twice.

Month	Max.	At $6.03	Month	Max.	At $6.03	Month	Max.	At $6.03
Sep	50 gal	$301.50	Oct	100 gal	$603.00	Nov	200 gal	$1,206.00
Dec	200 gal	$1,206.00	Jan	225 gal	$1,356.75	Feb	225 gal	$1,356.75
Mar	125 gal	$753.75	Apr	125 gal	$753.75	May	50 gal	$301.50

Illustrative price: $6.03/gallon; actual vendor quote/current rate governs casework. These are categorical ceilings for the applicable month, not a seasonal allowance that can be pooled.

Conditions of future eligibility and advance notice

- Provide written referrals to Community Concepts for HEAP (and applicable ECIP/LIAP), Salvation Army heating assistance, and 211/Keep ME Warm when available; instruct the household to apply and provide proof of contact, outcome or unavailability.
- For delivered fuel, direct the applicant to monitor their tank daily and notify GA before the level drops below one-quarter (¼) of a tank so referrals and delivery can be arranged. Document exceptions such as sudden loss, inaccessible gauge or unexpected equipment problems.
- For electric heat, instruct the applicant to monitor bills and utility notices, seek payment arrangements early, and notify GA immediately about high usage, an overdue balance or threatened disconnection. Refer to LIAP, AMP and utility payment arrangements.
- Apply future-eligibility conditions only when allowed by statute and ordinance; evaluate just cause and the applicant's actual ability to comply. Do not delay an otherwise required emergency determination while awaiting outside-program decisions.

Electric disconnection and old winter balances

For GA, utility arrears or disconnection require an individualized emergency analysis under Ordinance §§4.9 and 6.8(C), including how arrears arose and whether income could have prevented them.

City of Auburn
City Council Information Sheet

Council Workshop or Meeting Date: November 2, 2026 **ORDER 91-11022026**

Author: Jason D. Moen, Chief of Police

Subject: Confirm Chief Moen's appointment of David Beddingfield as Constable with firearm for the Auburn Police Department.

Information: The Auburn Police Department requests City Council appointment of David Beddingfield as Constable with firearm for the City of Auburn.

City Budgetary Impacts: N/A

Staff Recommended Action: Motion to confirm Chief Moen's appointment of David Beddingfield as Constable with firearm for the Auburn Police Department.

Previous Meetings and History: None

City Manager Comments:
I concur with the recommendation. Signature: Phillip Crowell Jr.

Attachments:
N/A

ORDER 91-11022026

City Council Order

ORDERED, that Chief Moen's appointment of David Beddingfield as Constable with firearm for the Auburn Police Department be confirmed by the Auburn City Council.

Rachel B. Randall, Ward One
Kelly L. Butler, Ward Four
Belinda A. Gerry, At Large

Timothy M. Cowan, Ward Two
Leroy G. Walker, Sr., Ward Five
Jeffrey D. Harmon, Mayor

Mathieu L. Duvall, Ward Three
Adam R. Platz, At Large
Phillip L. Crowell, Jr., City Manager

City of Auburn

City Council Meeting

October 19, 2026

Mayor Harmon called the meeting to order at 7:00PM and led the assembly in the Pledge of Allegiance. Roll call votes will begin with Councilor Platz. Councilor Gerry was absent. Student Representatives Edwards and Robinson were absent.

I. Consent Items

II. Minutes – October 5, 2026, Regular Council Meeting

Councilor Walker moved to accept the minutes, seconded by Councilor Cowan.

Motion passed 6-0.

III. Communications, Presentations and Recognitions

• Domestic Violence Awareness Month – Proclamation
Mayor Harmon read the proclamation.

IV. Open Session
Dan Moraneau, Presidential Way

V. Unfinished Business

1) ORDINANCE 17-10052026 – Amending Chapter 24, "Human Relations and Services", Article II, Sec. 24-23 of the City's General Assistance Program regarding annual adjustment of maximum benefits. Second reading/public hearing. ROLL CALL VOTE. Passage requires majority vote.

Councilor Walker moved for passage, seconded by Councilor Platz.

Mayor Harmon opened the item for public comment. There was no comment.

Motion passed 6-0 on a roll call vote.

VI. New Business

1) ORDINANCE 18-10192026 – Amending Chapter 44, "Solid Waste" regarding solid waste collection. First reading. ROLL CALL VOTE. Passage requires majority vote.

Councilor Platz moved for passage, seconded by Councilor Walker.

Mayor Harmon opened the item for public comment. There was no comment.

Councilor Platz asked if how many commercial businesses, churches, and other entities have been receiving waste collection services. Public Services Director Eric Cousens answered it was not known; less than 10 is the estimated number. Councilor Platz asked if this ordinance was similar to other municipalities; Director Cousens answered yes; the ordinance language is similar to what currently exists in Lewiston.

Motion passed on a roll call vote 6-0.

2) ORDER 89-10192026 – Adopting 2026-2027 GA Maximums. Passage requires majority vote.

Motion for passage by Councilor Walker, seconded by Councilor Cowan.

Mayor Harmon opened the item for public comment. There was no comment.

Motion passed 6-0.

3) ORDER 90-10192026 – Authorizing the City Manager to acquire a parcel of property located at 0 Poland Spring Road (PID 079-014-000-000) on behalf of the City of Auburn. Passage requires majority vote.

Councilor Walker moved for passage, seconded by Councilor Duvall.

Mayor Harmon opened the item for public comment. There was no comment.

Motion passed 6-0.

VII. Reports

a. Mayor's Report – Mayor Harmon attended the MMA Annual Convention; many great educational opportunities. Provided an update on the Comprehensive Plan process. On 11/5, the Comp Plan Committee will reconvene to review public comment from the public hearing on October 14. A special city council workshop will be held 11/9 to discuss and review the Comprehensive Plan prior to first reading. Successful Public Works open house held this past weekend. Farm and Forest Tour was also held this past weekend.

b. City Councilors' Reports – Councilor Cowan noted an upcoming meeting of the Homelessness Committee. The second meeting of the Parking and Traffic Safety Committee was held; seeking one member. Provided an update on recent traffic stop implementations on Beech Hill Road. The L-A Airport Committee met recently; provided an update. L-A 911 Committee recently met; provided an update. Dispatch has relocated to the third floor at Auburn Hall. Foss Mansion holding an Open House including tours. Absentee voting now at Auburn Hall until 10/29. Councilor Walker and Councilor Randall attended the Boys & Girls Club benefit for raising money. UNAA will be holding Halloween event on 10/31 in New Auburn. The Age Friendly Committee held a bean supper; 60 people

attended. On 11/15, Age Friendly will be organizing a clothing giveaway at 121 Mill St Resource Center. Councilor Platz noted an upcoming School Committee meeting.

c. Student Representative Report – None.

d. City Manager Report – Thanked Mayor Harmon for participating in a panel discussion at the MMA Convention to discuss open and transparent meeting processes. On 10/24, Police holding Drug Take Back event at Bedard Pharmacy. Curbside Leaf Collection will be starting soon on 10/29; please separate your bagged leaves from your trash and recycling bins on collection day. The City is hosting the annual Fright Festival on 10/29 at Festival Plaza.

e. Q1 Quarterly Finance Report was presented by Kelsey Earle, Chief Financial Officer. Councilor Walker moved to accept the report, seconded by Councilor Cowan. Motion passed 6-0.

VIII. Open Session

None.

IX. Executive Session was held during Workshop.

X. Adjournment

Motion to adjourn by Councilor Walker, seconded by Councilor Cowan.
Motion passed 6-0. Council adjourned at 7:30pm.

A TRUE COPY ATTEST

Emily F. Carrington, City Clerk

Youth Homelessness Awareness Month | November 2026

WHEREAS, every young person deserves a safe, stable place to live and the opportunity to enter adulthood with dignity, and security; and

WHEREAS, youth homelessness can take many forms, including shelters, living with friends, relatives, motels or vehicles, or sleeping in other places not intended for habitation; and

WHEREAS, Maine Department of Education McKinney-Vento data identified 693 students experiencing homelessness in Androscoggin County; approximately 3 percent of the population under age 18, the highest recorded county-level ratio in Maine; and

WHEREAS, young people experiencing housing instability face significant barriers to education, employment, health, safety, and long-term economic stability, and early intervention can help prevent periods of housing instability from becoming chronic adult homelessness; and

WHEREAS, New Beginnings has served young people experiencing or at risk of homelessness for more than four decades, providing emergency shelter, transitional and independent living opportunities, outreach, housing support, education and employment assistance, and other services designed to help young people achieve lasting stability; and

WHEREAS, the City of Auburn recognizes that addressing youth homelessness requires collaboration among municipalities, schools, service providers, housing partners, businesses, community organizations, and residents, and that young people thrive when they have safe housing, supportive relationships, and meaningful opportunities for education and employment; and

WHEREAS, Youth Homelessness Awareness Month provides an opportunity to increase public understanding, recognize young people who have experienced housing instability, support those working alongside them, and strengthen our collective commitment to ensuring that every young person has a safe place to call home;

NOW, THEREFORE, I, Mayor Jeffrey D. Harmon, do hereby proclaim November 2026 as *Youth Homelessness Awareness Month* in the City of Auburn and encourage all to learn more about youth homelessness, support prevention and response efforts, and work together to expand safe and stable pathways for young people in our community.

CITY OF AUBURN
VESTIGIA NULLA RETRORSUM
1869
MAINE

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of the City of Auburn to be affixed this 2nd day of November 2026.

Mayor Jeffrey D. Harmon

“Extra Mile Day” Proclamation | November 1, 2026

WHEREAS, Auburn, Maine is a community which acknowledges that a special vibrancy exists when its citizens collectively go the extra mile in personal effort, volunteerism, and service; and

WHEREAS, our city encourages its citizens to contribute fully to the community through commitment, effort, and conviction in service to family, friends, neighbors, and civic life; and

WHEREAS, the City of Auburn chooses to recognize and celebrate individuals and organizations within the community who go the extra mile to make a positive difference in the lives of others; and

WHEREAS, the City of Auburn acknowledges the mission of Extra Mile America to inspire communities across the nation to recognize those who go the extra mile in volunteerism and service;

NOW, THEREFORE, I, Mayor Jeffrey D. Harmon, do hereby proclaim November 1, 2026, as **Extra Mile Day** in the great City of Auburn. I encourage all residents to take time to go the extra mile in their own lives and to recognize those who inspire others through their commitment to making their community, nation, and world a better place.

CITY OF AUBURN
VESTIGIA NULLA RETRORSUM
1869
MAINE

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of the City of Auburn to be affixed this 2nd day of November 2026.

Mayor Jeffrey D. Harmon

City of Auburn
City Council Information Sheet

Council Workshop or Meeting Date: November 2, 2026 **ORDINANCE 18-10192026**

Author: Scott Holland, Public Works Director, Eric J. Cousens, Public Services Director

Subject: Solid Waste and Recycling Ordinance Updates - 2nd reading

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Information: The City has implemented the budgeted changes to the solid waste and recycling programs and continues to resolve issues and challenges as they arise. A general update on solid waste implementation was provided on September 21, 2026 to discuss the next steps in the implementation including additional ordinance amendments, leaf pickup changes, recycling contamination, accommodations on narrow/private streets and waste reduction through recycling and composting.

Ordinance Amendments: Changes to address issues with multifamily buildings vs. properties and eliminate tracking of owner occupancy.

Commercial, business, religious and institutional uses receiving service will end. This is not an ordinance change but we learned of some collections that should not have been occurring. The new uniform bins have made it possible to easily identify this issue.

City Budgetary Impacts: Ordinance changes are relatively neutral. 1st year data is being collected and there are significant shifts towards recycling and composting based on the new program. Leaf collection will use some of the budgeted funds from the new program and State reimbursements for recycling are still being determined.

Previous Meetings and History: May 18, 2026 CC Meeting, September 21, 2026 workshop. Passed first reading 10/19/26.

City Manager Comments: Phillip Crowell Jr.

Attachments: Ordinance Changes, Ordinance.

Sec. 44-1. Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Residential Properties means all properties where four or fewer single-family residences and/or multi-family residential units are located on a single parcel. ~~Residential properties means any property, located in the city, upon which is situated a residential structure containing between one and three dwelling units and/or owner-occupied apartment buildings containing between four and seven dwelling units. To qualify as an owner-occupied apartment building, the owner would need to demonstrate through ownership documents and vehicle registration, driver's license or some other acceptable forms that he/she does in fact own the building and resides at that address.~~

Multiple-unit apartment property~~building~~ means a property with an apartment building or buildings with~~of~~ five~~four~~ or more dwelling units on a single parcel.

Sec. 44-21. Residential collection~~; fees.~~

(a) The city will provide for the collection of household solid waste and recyclable material from all residential properties as defined herein.

~~Fees for residential waste collection shall be in accordance with city costs on a per unit basis.~~

Sec. 44-22. Collection from apartment and commercial buildings;~~ fees.~~

The city will collect solid waste and recyclable material from residential properties and will not collect from multiple unit apartment ~~buildings~~properties with more than four units. ~~for only those~~

~~buildings owned by applicants who complete, submit and receive approval of an application to continue this service.~~ All multiple unit apartment buildings, nonresidential or commercial users shall provide adequate carts or dumpsters for the weekly garbage generated by the business conducted on the premise. The owner shall provide a secured container or containers with closeable covers to prevent the stacking and spreading of the garbage generated at the premises. The containers shall be stored and the waste collected on private property and not placed in the right-of-way, street or sidewalk. The cost of collecting commercial waste is the property owners responsibility.

~~All residential properties containing four to seven units, excluding owner-occupied, will be assessed a fee per unit for solid waste and recycling collection and disposal. To qualify for~~

~~owner-occupied exemption the applicant must show proof of building residency. Fees per unit will be assessed and billed in accordance with the city's fee schedule. Failure to pay fee will result in termination of service. The city reserves the right to determine whether to provide this service and may adjust the fee annually to reflect the city's costs.~~

Sec. 44-30. Right of city to refuse to collect certain waste.

The city may refuse to accept for collection any waste that has been put out for collection in a manner that does not comply with the requirements of sections 44-24 through 44-28, including sharp objects that could protrude from waste containers, such as broken glass and other sharp objects such as razors, hypodermic needles, etc., which materials shall be contained in a puncture-resistant container. The owner of such waste shall transport it or cause it to be transported to the municipal solid waste disposal facility at their own expense.

Repeated violations may result in citations and legal action pursuant to Chapter 2, Article VIII, Citation System of Code Enforcement. In addition to the issuance of citations, the City may initiate a land use complaint pursuant to 30-A M.R.S.A. § 4452 et seq. as amended, and M.R. Civ. P. 80K and/or permanently discontinue solid waste collection service for the property in violation.

ORDINANCE 18-10192026

City Council Ordinance

IN CITY COUNCIL

BE IT ORDAINED, that THE CITY OF AUBURN hereby amends Auburn's Code of City Ordinances Chapter 44, Sec. 44-1 Definitions, Sec. 44-21 Residential collection, Sec. 44-22 Collection from apartment and commercial buildings and Sec. 44-30 Right of city to refuse to collect certain waste, as attached, to resolve solid waste challenges. First Reading

Rachel B. Randall, Ward One
Kelly L. Butler, Ward Four
Belinda A. Gerry, At Large
Timothy M. Cowan, Ward Two
Leroy G. Walker, Sr., Ward Five
Jeffrey D. Harmon, Mayor
Mathieu L. Duvall, Ward Three
Adam R. Platz, At Large
Phillip L. Crowell, Jr., City Manager

City of Auburn
City Council Information Sheet

Council Workshop or Meeting Date: November 2, 2026 **ORDER 92-11022026**

Author: Denis D'Auteuil, Assistant City Manager

Subject: Authorization for the City Manager to execute the Collective Bargaining Agreement between the City of Auburn and the Teamsters Local 340 for Auburn Public Works Mechanics covering 07/01/2026 to 06/30/2029

Information:

The following is a summary of the changes:

- FY26 6% market adjustment on wage scale effective 7/1/26; FY 27 Cola 5% on 7/1/27 and FY 28 Cola 5% on 7/1/28;
- Added Paid Family Medical Leave language;
- New language on bereavement leave;
- Comp time bank maximum increase;
- Vacation cap increase
- New Entry Level Mechanics and Inventory Tech wage scale
- Moving Inventory Tech position from this Ops Unit to the PW Mechanics unit.
- Language updated on Class A requirements and out of class pay;

City Budgetary Impacts:

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

Previous Meetings and History:

City Manager Comments:

I concur with the recommendation. Signature: Phillip Crowell Jr.

Attachments: Teamsters Local 340 APW Mechanics Collective Bargaining Agreement

AGREEMENT

BETWEEN

CITY OF AUBURN

AND

TEAMSTERS LOCAL UNION #340

Mechanics and Welders

FOR THE

AUBURN PUBLIC WORKS DEPARTMENT

July 1, 2026 to June 30, 2029

Table of Contents

ARTICLE 1 - PREAMBLE 5
ARTICLE 2 - RECOGNITION 5
ARTICLE 3 - UNION SECURITY 5
SECTION 1 – RIGHT TO JOIN UNION 5
SECTION 2 – UNION REPRESENTATION AND FEES 6
SECTION 3 – INDEMNITY FOR UNION SECURITY 6
ARTICLE 4 - MANAGEMENT SECURITY/NO STRIKES 6
ARTICLE 5 - CHECK-OFF 7
ARTICLE 6- MANAGEMENT RIGHTS 7
ARTICLE 7 - UNION ACTIVITIES 7
SECTION 1 - TIME OFF FOR UNION ACTIVITIES 7
SECTION 2 - NO DISCRIMINATION BECAUSE OF UNION ACTIVITIES 8
SECTION 3 - ACCESS TO PREMISES 8
SECTION 4 - BULLETIN BOARD 8
SECTION 5 - SHOP STEWARDS 8
ARTICLE 8 - DISCHARGE OR SUSPENSION 9
SECTION 1 – PROGRESSIVE DISCIPLINE 9
SECTION 2 – LOSS OF LICENSE 10
SECTION 3 – UNION REPRESENTATION 11
SECTION 4 – SUSPENSION AND DISCHARGE 11
SECTION 5 – WAGES 12
SECTION 6 – APPEAL 12
SECTION 7 – FILE REVIEW 12
ARTICLE 9 - GRIEVANCE PROCEDURE 12
SECTION 1 - DEFINITION 12
ARTICLE 10 - SENIORITY 14
SECTION 1 - LIST AND PURPOSE 14
SECTION 2 - LAYOFF 15
SECTION 3 - AVAILABILITY 15
SECTION 4 - DRAFT 15
ARTICLE 11 - HOURS OF WORK 16
SECTION 1 - WORKWEEK 16
SECTION 2 – SUMMER SCHEDULE 16
SECTION 3 - CALL BACK 16

SECTION 4 - OVERTIME 17
SECTION 5 - REST PERIODS 18
SECTION 6 – COMPENSATION TIME 18

ARTICLE 12 - WAGES 18

SECTION 1 - WAGES 18
SECTION 2 - STEP INCREASES 19
SECTION 3 - ACTING PAY 19
SECTION 4 - CAFETERIA BENEFIT PLAN 19
SECTION 5 - PERFORMANCE EVALUATION 20
SECTION 6 –ASE CERTIFICATIONS AND LEAD MECHANIC PAY 20
SECTION 7 – LONGEVITY BONUS FOR 40 YEARS OF SERVICE 20

ARTICLE 13 - HOLIDAYS 20

ARTICLE 14 - VACATIONS 21

ARTICLE 15 - SICK LEAVE 22

SECTION 1 - PURPOSE 22
SECTION 2 - ACCRUAL AND USE 22
SECTION 3 - PARENTAL LEAVE 24
SECTION 4 - RETIREMENT AND SEPARATION 24
SECTION 5– ATTENDANCE INCENTIVE 24

ARTICLE 16 - OTHER LEAVES 25

SECTION 1 - STATE AND FEDERAL FAMILY LEAVE 25
SECTION 2 - PAID FAMILY MEDICAL LEAVE 25
SECTION 3 - LEAVE OF ABSENCE 25
SECTION 4 - MILITARY LEAVE 26
SECTION 5 - JURY DUTY 26
SECTION 6 - FUNERAL LEAVE 26
SECTION 7 - MEDICAL LEAVE 27
SECTION 8 - TERMINATION 27
SECTION 9 – PROMOTION NOTICE 28

ARTICLE 17 - INSURANCE 28

SECTION 1 - COVERAGE 28
SECTION 2 – COST AND HEALTH PROMOTION PROGRAM - SEE ADDENDUM 28
SECTION 3 - COST CONTAINMENT 29
SECTION 4 - TERMS OF INSURANCE POLICIES TO GOVERN 29
SECTION 5 - GROUP TERM LIFE INSURANCE PLAN 29
SECTION 6 - PAYMENT PROGRAM FOR WAIVING HEALTH INSURANCE COVERAGE WITH THE CITY OF AUBURN 29
SECTION 7 – HEALTH REIMBURSEMENT ACCOUNT (HRA) 31

ARTICLE 18 - RETIREMENT 31

ARTICLE 19 - WORKER'S COMPENSATION 32
ARTICLE 20 - CLOTHING 33
ARTICLE 21 - CELL PHONE STIPEND 34
ARTICLE 22 - DEFECTIVE EQUIPMENT AND DANGEROUS CONDITIONS 34
ARTICLE 23 - MISCELLANEOUS PROVISIONS 35
ARTICLE 24 - SUBCONTRACTING 36
ARTICLE 25 - TRAINING 37
SECTION 1 - PURPOSE 37
SECTION 2 - EDUCATIONAL OPPORTUNITIES 37
SECTION 3 - COMMERCIAL DRIVER'S LICENSE 38
SECTION 4 – ADDITIONAL CERTIFICATIONS 38
ARTICLE 26 - SEPARABILITY AND SAVINGS CLAUSE 39
ARTICLE 27 - ACTIVE AGREEMENT 39
ARTICLE 28 - LABOR-MANAGEMENT TEAM 39
ARTICLE 29 - DURATION 40

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:

Inventory Technician
Mechanic
Mechanic Lead Person
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.

B. 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 by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slow downs, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. In the event

that any employee violates this Article, the Union shall immediately notify any such employee to immediately return to work. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined.

ARTICLE 5 - CHECK-OFF

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

ARTICLE 6- MANAGEMENT RIGHTS

It is recognized that, except as expressly stated herein, the City shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Department in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the Department; to determine the methods, means organization and number of personnel by which such operations and services are to be conducted; 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 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 Team and may be appealed in accordance with the grievance provisions of this Agreement.

The progressive discipline process is as follows;

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.

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.

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.

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.

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.

Section 2 – Loss of License

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

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 1 - 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

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

Section 2 – Summer Schedule

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

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 ½) the straight time hourly rate. Call back specifically pertains only to Employees who have punched out and left the premises prior to or after their regularly scheduled straight time work shift. Employees offered the opportunity to begin work early, may choose to do so and receive 1 1/2 times the regular rate for hours worked only. All other circumstances shall qualify as a "Call Back" for pay purposes. Call back minimum shall not be cumulative to hours worked, at time and one-half (1 ½), in excess of the three (3) hour minimum. Employees shall be permitted

reasonable travel time (considering the location of the Employee's home and weather conditions) for response to a call back. If an Employee is found to have taken an unreasonable period of time to report for a call back, except for unusual circumstances, then the Employee shall be compensated only for the hours actually worked. The reasonableness of the response time shall be reviewed by the supervisor and the Union prior to the withholding of minimum call back pay.

Section 4 - Overtime

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

For all non-emergency overtime opportunities on the third shift, the evening (second) shift person shall be offered the first opportunity for the overtime and vice versa for the third shift person. All such overtime opportunities 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 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; 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 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). Compensation (Comp) time may be accrued up to a maximum of 160 hours total. 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. Scheduling and/or approval of comp leave shall be the responsibility of the Director of Public Works or his/her designee, who will ensure that comp time used does not significantly interfere with the work and efficiency of the Department. Comp leave should be requested 48 hours in advance unless unusual circumstances exist.

ARTICLE 12 - WAGES

Section 1 - Wages

The permanent employees of the Public Works Department who are members of the Mechanics bargaining unit shall be paid in accordance with the attached wage and position classification schedules by respective fiscal years 2027, 2028, 2029. The wage schedule for FY 2027 shall be effective on July 1, 2026. If this Agreement is executed after July 1, 2026, all employees will receive retroactive pay to July 1, 2026.

Section 2 - 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 their anniversary date of hire, or if applicable, the date of promotion, and only after an employee has passed a successful performance evaluation that includes no unsatisfactory grades(NM or U). Employees who have a majority of "exceeds standards (ES)"will advance 1 additional step on the wage scale, and must be approved by the Director of Public Works or their designee.

Section 3 - Acting Pay

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 4 - 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 Katahdin Health Insurance Plan. The City will contribute $450 annually to the account of each participating employee who enrolls in the Acadia 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 Acadia to the Katahdin Plan, so long as the total funds in each Employee's

account (e.g. the total value of all employer contributions, employee contributions, and the value of converting sick leave and sick leave incentive days) does not exceed the maximum amount allowed by law. Employees must have at least 40 hours of sick time remaining in order to be able to convert time into the benefit plan. The Cafeteria Benefits Plan documents shall govern all other terms of this benefit.

Section 5 - 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 basis, as developed.

Section 6 –ASE Certifications and Lead Mechanic Pay

The designated Lead Mechanic will receive 5% added into their base wage and must have at least 2 job related certifications per year and must be maintained from year to year and will receive this in addition to the .15 per every 3 certifications.

Section 7 – 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 40th anniversary of their date of hire. Employees who have already reached their 40th anniversary of employment with the City prior to execution of this Agreement, will receive this one-time bonus payment upon execution of this Agreement.

ARTICLE 13 - HOLIDAYS

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

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

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

In addition, all employees in the bargaining unit will be entitled to six (6) individual floating holidays per contract year. The 10 hour floater must be taken during the 10 hour day work schedules according to Article 11 Section 2 of this contract, during the 4 day work week. 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.

ARTICLE 14 - VACATIONS

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

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 to completion of their 19 years of service	1.75 days per month
20 or more years of service	2 days per month

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 five (35) days or seven(7) 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.

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.

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

8 - Discipline / Discharge.

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.

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.

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.

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 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.

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 Employee's dependents if applicable), up to and including 61 days from the date that all such leave benefits have been exhausted as long as the Employee

continues to pay for his share of the premiums. At the end of the 61 days he or she will have the option of continuing his or her health insurance as provided by COBRA regulations at the Employee's expense, or have his or her insurance coverage discontinued until such time as the Employee is able to return to work.

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 his/her health, safety, job performance or well being. These examinations will not be unreasonably requested.

Section 3 - Parental Leave

A regular full time employee who has completed one full year of employment with the City of Auburn will be matched up to 2 weeks of paid time upon the birth or adoption of their child to be used concurrently with FMLA approved for the same reason. Employees must give at least 30 days notice (or as much as practicable, if the leave is not foreseeable) to the Human Resources Department. Parental Leave expires 12 months after the date of birth or placement of a child.

Section 4 - Retirement and Separation

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

Section 5– Attendance Incentive

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 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 - Paid Family Medical Leave

The Maine Paid Family and Medical Leave (PFML) Law rules and payroll withholdings will begin on May 1, 2026. The required contribution per employee of an individual's wages, will be split equally between the employee and the City of Auburn. Benefits become available on May 1, 2026.

Section 3 - 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.

Section 4 - 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 reserve service leave, in addition to normal vacation leave, per fiscal year. For any such period of reserve service leave, the City will pay the difference (if any) between service pay, and the Employee's regular pay except as hereinafter provided.

Section 5 - 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 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.

Section 6 - Funeral Leave

Leave of absence without loss of pay shall be granted for five (5) consecutive calendar days for death of spouse or child or grandchild and up to a maximum of three (3) consecutive calendar days (which must include the day of the funeral), plus reasonable travel time, shall be granted for the death of his or her immediate family. Immediate family here shall be defined to include parent, grandparent, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparents-in-law, , and any other person living in the Employee's household. Special leave may also be granted for the funeral of a co-worker if the funeral is scheduled during the regular work day, with the time granted not-to-

exceed four (4) hours. Funeral leave for a co-worker will not be granted if the funeral is scheduled on the weekend, holiday, evening or during time that the Employee is not normally scheduled to work. One day's funeral leave will be granted for all other in-laws and for aunts, uncles, nieces and nephews. For attendance at a funeral for a relative or friend not included in the category eligible for special leave, it shall be permissible to utilize sick leave.

Section 7 - Medical Leave

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

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

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.

Section 8 - 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 9 – Promotion Notice

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

ARTICLE 17 - INSURANCE

Section 1 - Coverage

The City will make available to all employees and their dependents (as defined by the Maine Municipal Employee Health Trust) insurance under the 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 Katahdin Plan or the Acadia Plan.

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.

Section 2 – Cost and Health Promotion Program - See Addendum

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 Katahdin Plan for the City's contribution and 15% of the Katahdin Plan for the employee contribution. The employee cost share of the health insurance premiums will be 30% for employees remaining in the Acadia Plan. The City cost share toward the premiums will be 70% for employees who remain in the Acadia Plan.

In order to maintain the 15% Employee contribution (or 30% if in the Acadia Plan), the members of the bargaining unit agree to participate in a health promotion program.

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:

FY 2027-2029 Employee Cost Share: 25% (40% for employees in Acadia Plan)

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.

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.

Section 5 - Group Term Life Insurance Plan

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:

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.

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

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:

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 Katahdin plan in effect for that calendar year.

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 Katahdin plan in effect for that calendar year.

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

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.

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.

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.

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.

Section 7 – Health Reimbursement Account (HRA)

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

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.

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.

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

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.

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.

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

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.

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.

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

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

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.

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.

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.

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 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

For the duration of the contract, except as provided below the City will provide each member of the bargaining unit $ 750 clothing allowance to be used toward the purchase of a City approved list of uniform short-sleeved tee shirts, long-sleeved tee shirts, hooded sweatshirts and/or jackets as well the purchase of other work-related clothing and footwear.

Footwear shall be OSHA approved only. Allowable items include uniforms (shirts and pants), work gloves, winter jacket, insulated vest, coveralls, rain gear (different than supplied by the City), winter gloves and hats. Items specifically excluded from reimbursement from the clothing allowances are watches, wallets,

knives and similar items. Foul weather gear, including rainsuit and rubber boots, three (3) pairs of good quality work gloves annually and safety glasses will continue to be supplied by the City.

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

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

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

ARTICLE 21 - CELL PHONE STIPEND

All employees covered by this agreement will receive a cell phone stipend of $25.00/month paid on the first week of the month to cover on the job communications.

ARTICLE 22 - DEFECTIVE EQUIPMENT AND DANGEROUS CONDITIONS

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

Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the employer and shall be made in multiple copies, one copy to be retained by the employee. The City shall not ask or require any employee to take out equipment that has been reported by any other Employee as being in an unsafe operating

condition until same has been approved as being safe by the mechanical Department foreman or his or her designee.

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

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

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

ARTICLE 23 - MISCELLANEOUS PROVISIONS

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

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.

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.

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.

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.

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.

i. Mechanics and Welders will be called in for emergency response during Winter storms according to the Department's Snow and Ice Control Plan.

ARTICLE 24 - SUBCONTRACTING

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:

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

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;

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.

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:

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;

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;

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

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.

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 25 - TRAINING

Section 1 - Purpose

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.

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, 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:

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;

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.

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 Driver's License

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

Section 4 – Additional Certifications

Employees may obtain additional ASE (Automotive Service Excellence) certifications or State of Maine licenses/endorsements and receive an additional $.15 on their base wage for every three (3) ASE certificates and $.15 for each State of Maine license/endorsement. All such certifications must meet the following conditions;

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 Works will render the final determination.
c. Employees must show proof of valid certification and/or license (annually) in order to receive the specified ASE pay.
d. No ASE pay 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 ASE pay.
f. Certifications pay shall be $.15 for every three ASE certifications and $.15 for each State of Maine license/endorsement not to exceed $1.80 added to base wages.
g. Class A licenses remain a requirement for positions that currently require it. All employees with a Class A license will still receive the $.15 per hour stipend and no out of class pay for tasks requiring a Class A.

ARTICLE 26 - SEPARABILITY AND SAVINGS CLAUSE

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.

ARTICLE 27 - ACTIVE AGREEMENT

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.

ARTICLE 28 - 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 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 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.

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

ARTICLE 29 - DURATION

This Agreement shall be in full force and effect from July 1, 2026 to June 30, 2029, and shall automatically remain in effect from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify or terminate this Agreement.

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

CITY OF AUBURN	TEAMSTERSLOCAL UNION # 340
By: Phillip Crowell Its City Manager	By: Brett Miller Its President

By: Ed Marzano
Its Secretary/Treasurer

By: Don Crockett
Its Business Agent

1460

By: Foster Meserve
Its Shop Steward

Dated: _____, 2026

Dated: _____, 2026

Attachment A: 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 individual health risk analysis.

A health care educator will be assigned and responsible to work with each and every employee that signs up for the program. These educators will work to establish the base line for health risk factors for each Employee. Once established, the educators will work with the Employee to provide wellness goals and benchmarks. Educational material and motivation will be a core part of the program.

After the initial consultation, each Employee 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 Employee, 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 Educator 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 Employees. 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 issues.

ORDER 92-11022026

City Council Order

IN CITY COUNCIL

Ordered, that the City Council hereby authorizes the City Manager to execute the Collective Bargaining Agreement with the Teamsters Local Union 340 for the Auburn Public Works Mechanics effective 07/01/2026.

Rachel B. Randall, Ward One
Kelly L. Butler, Ward Four
Belinda A. Gerry, At Large

Timothy M. Cowan, Ward Two
Leroy G. Walker, Sr., Ward Five
Jeffrey D. Harmon, Mayor

Mathieu L. Duvall, Ward Three
Adam R. Platz, At Large
Phillip L. Crowell, Jr., City Manager

City of Auburn
City Council Information Sheet

Council Workshop or Meeting Date: November 2, 2026

Subject: Executive Session

Information: Pursuant to 1 M.R.S.A. Section 405(6) (A) for City Manager's annual evaluation.

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

A. Discussion or consideration of the employment, appointment, assignment, duties, promotion, demotion, compensation, evaluation, disciplining, resignation or dismissal of an individual or group of public officials, appointees or employees of the body or agency or the investigation or hearing of charges or complaints against a person or persons subject to the following conditions:
(1) An executive session may be held only if public discussion could be reasonably expected to cause damage to the individual's reputation or the individual's right to privacy would be violated;
(2) Any person charged or investigated must be permitted to be present at an executive session if that person so desires;
(3) Any person charged or investigated may request in writing that the investigation or hearing of charges or complaints against that person be conducted in open session. A request, if made to the agency, must be honored; and
(4) Any person bringing charges, complaints or allegations of misconduct against the individual under discussion must be permitted to be present. This paragraph does not apply to discussion of a budget or budget proposal;

B. Discussion or consideration by a school board of suspension or expulsion of a public school student or a student at a private school, the cost of whose education is paid from public funds, as long as:
(1) The student and legal counsel and, if the student is a minor, the student's parents or legal guardians are permitted to be present at an executive session if the student, parents or guardians so desire;

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

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

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

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

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

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