



**City Council Workshop & Meeting
Agenda
September 21, 2026
Auburn Hall, Council Chambers**

5:30 PM Workshop

- Solid Waste Status Report & Ordinance Revision

7:00 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 78-09212026**– Appointing members to City Boards & Committees, as nominated by the Appointment Committee.
- 2) **ORDER 79-09212026** – Approving the renewal of an Auto Graveyard/Junkyard permit for Randy's Auto, 899 Broad St.
- 3) **ORDER 80-09212026** - Approving the renewal of an Auto Graveyard/Junkyard permit for M&P Auto, Inc., 227 Merrow Rd.
- 4) **ORDER 81-09212026** - Approving the renewal of an Auto Graveyard/Junkyard permit for Prolerized New England Company d/b/a Radius Recycling, LLC., 522 Washington St. North.
- 5) **ORDER 82-09212026** – Nominating City Manager Phil Crowell to be appointed the Androscoggin County Budget Committee (District 5) for an unexpired term ending 2028.

II. Minutes – September 8, 2026, Regular Council Meeting

III. Communications, Presentations and Recognitions

- Littlefield Dam Update with Conservation Working Group - Presentation
- Memo: Denial of Auto Graveyard/Junkyard license for 79 & 80 Hotel Rd.

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

VI. New Business

- 1) **ORDER 83-09212026** – Accepting the 2026 Edward Byrne Memorial Justice Assistant Grant (JAG) for the Auburn Police Department. *Passage requires majority vote.*
- 2) **ORDINANCE 15-09082026** – Automated License Plate Recognition (ALPR) Ordinance. *Proposed by initiative petition filed July 30, 2026. First reading. ROLL CALL VOTE. Passage requires majority vote.*
- 3) **ORDINANCE 16-09082026** – Amending Chapter 60, “Zoning”, of the City’s Code of Ordinances regarding eliminating the number of people employed in sawmills within the Agriculture and Resource Protection zoning district. *First reading/public hearing. ROLL CALL VOTE. Passage requires majority vote.*
- 4) **ORDER 84-09212026** – Authorizing the City Manager to execute the Collective Bargaining Agreement between the City of Auburn and the Maine State Employees Association – Service Employees International Union Local 1989 covering 07/01/2026 to 06/30/2029. *Passage requires majority vote.*
- 5) **ORDER 85-09212026** - Authorizing the City Manager to execute the Collective Bargaining Agreement between the City of Auburn and the Teamsters Local 340 for Auburn Public Works covering 07/01/2026 to 06/30/2029. *Passage requires majority vote.*

VII. Reports

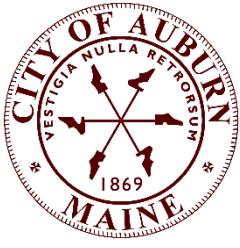
- a. Mayor’s Report
- b. City Councilors’ Reports
- c. Student Representative Report
- d. City Manager Report

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) (E) for consultation between the City and its attorney concerning the legal rights and duties of the City. *No action to follow.*

Executive Session pursuant to 1 M.R.S.A. Section 405(6) (D) for discussion of labor contracts and proposals and meetings between the City of Auburn and Public Works Mechanics Union. *No action to follow.*

X. Adjournment



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: September 21, 2026

Author: Scott Holland, Public Works Director

Subject: Solid Waste and Recycling Updates

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. This presentation is intended to provide a general update on the process, keep the Council informed on challenges being addressed and learn of any concerns that the Council may hear from constituents. Further discussion topics regarding the next steps in the implementation process include additional ordinance amendments, leaf pickup changes, recycling contamination, accommodations on narrow/private streets and waste reduction through composting.

City Budgetary Impacts: TBD based on feedback and public response.

Previous Meetings and History: May 18, 2026 CC Meeting

City Manager Comments: *Phillip Crowell Jr.*

Attachments:

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.~~

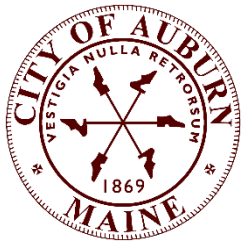
~~All residential properties containing four to seven units, excluding owner-occupied, will be assessed a fee per unit for solid waste and recycling collection and disposal. To qualify for~~

~~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.



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: September 21, 2026

ORDER 78-09212026

Author: Emily F. Carrington, City Clerk

Subject: Appointments to Boards & Committees

Information: On September 8, 2026, the Appointment Committee (Councilors Gerry, Platz, Duvall) met to consider applications received for various Boards & Committees. The attached order puts before the Council the nominations made by the Appointment Committee for appointment.

City Budgetary Impacts: N/A

Staff Recommended Action: Motion for passage.

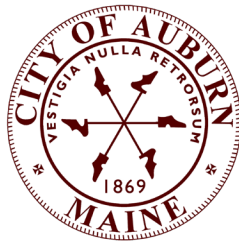
Previous Meetings and History: Appointment Committee meeting held 9/8/26.

City Manager Comments:



I concur with the recommendation. Signature:

Attachments: ORDER



ORDER 78-09212026

City Council Order

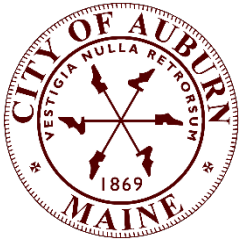
ORDERED, the following be and hereby appointed for the respective terms, as nominated by the Appointment Committee:

Board Name	First Name	Last Name	Expiration Date
Age Friendly Community Committee	Kryston	Chapman	6/1/2027
Age Friendly Community Committee	Rachel	Legendre	6/1/2029
Auburn Housing Authority	Michael	Thurston	10/1/2031
Homelessness Committee	David	Bilodeau	8/30/2029
Homelessness Committee	William	Lowenstein	8/30/2029
Homelessness Committee	Peggy	Walton	8/30/2029
Parking and Traffic Safety Committee	Greg	Siekman	7/19/2029
Parks & Recreation Advisory Board	Misty	Edgecomb	9/30/2028
Parks & Recreation Advisory Board	Joseph	Grochmal	9/30/2028
Parks & Recreation Advisory Board	Clare	Murray	9/30/2028
Parks & Recreation Advisory Board	Ryan	Walker	9/30/2028
Zoning Board of Appeals	Kryston	Chapman	5/1/2029

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: September 21, 2026

ORDERS 79-81-09212026

Author: Emily F. Carrington, City Clerk

Subject: Automobile Graveyard/Junkyards – Annual Renewals

Information: This is an annual renewal of currently existing Automobile Graveyard/Junkyards in Auburn. Reminder letters and applications were sent out 08/15/2026. Council approval is required for renewal of these licenses which expire 9/30/26. The three listed below are renewals without conditions and do not require a public hearing. Issuance of the license will be dependent upon passage of Code Enforcement inspection.

- Randy's Auto Parts, Inc., 899 Broad Street
- M & P Auto, Inc., 227 Merrow Road
- Prolerized New England Company, LLC. d/b/a Radius Recycling, 522 N Washington St.

City Budgetary Impacts: N/A

Staff Recommended Action: Motion for passage.

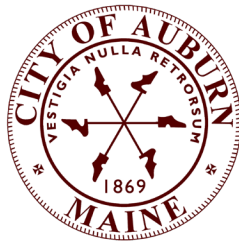
Previous Meetings and History: Last renewal before Council held on 9/15/25.

City Manager Comments:

Phillip Crowell Jr.

I concur with the recommendation. Signature:

Attachments: ORDERS



ORDER 79-09212026

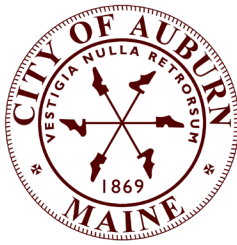
City Council Order

ORDERED, that the City Council hereby approves the annual renewal request for an Auto Graveyard/Junkyard permit for Randy's Auto Parts, Inc., 899 Broad Street.

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



ORDER 80-09212026

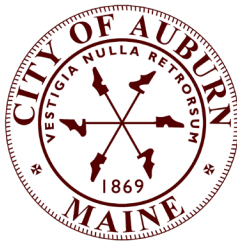
City Council Order

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

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



ORDER 81-09212026

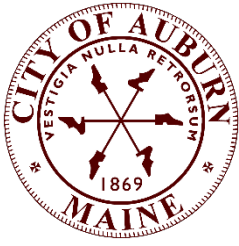
City Council Order

ORDERED, that the City Council hereby approves the annual renewal request for an Auto Graveyard/Junkyard permit for Prolerized New England Company, LLC. d/b/a Radius Recycling, 522 N Washington St.

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

Timothy M. Cowan, Ward Two
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Jeffrey D. Harmon, Mayor

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Adam R. Platz, At Large
Phillip L. Crowell, Jr., City Manager



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: September 21, 2026

ORDER 82-09212026

Author: Emily F. Carrington, City Clerk

Subject: Replacing District 5 Representative to Androscoggin County Budget Committee

Information: Former Councilor Richard Whiting was the County Commission District 5 municipal official appointed to serve on the Androscoggin County Budget Committee for 2026/2027/2028. This order authorizes City Manager Phil Crowell to serve as the replacement for this term as a municipal official within CC District 5. Following passage of the order, the City Clerk will notify the County Administrator and the Androscoggin County Budget Committee will take action on the nomination at their next meeting scheduled on September 23, 2026.

City Budgetary Impacts: N/A

Staff Recommended Action: Motion for passage.

Previous Meetings and History: N/A

City Manager Comments:

Phillip Crowell Jr.

I concur with the recommendation. Signature:

Attachments: Budget Committee Meeting schedule, ORDER

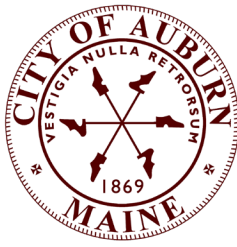
ANDROSCOGGIN COUNTY
2026 BUDGET SCHEDULE (2027 BUDGET)

Budget Committee Meeting Wednesday – September 23 rd at 6:00 p.m.	Budget Committee Elects Chair and Vice Chair BC Appoints Members from Vacant Districts BC Approval of Minutes – Oct 22 nd 2025 Approval of (Combined) Budget Schedule Presentations: 11100-Emergency Management (E.M.A.) 11555-Superior Court 11530-Restitution Specialist 11550-District Attorney 11562-District Attorney - Joint Budget 11570-Victim Witness Advocate Grant 16065-Registry of Deeds 18070-Registry of Probate
Budget Committee Meeting Wednesday – September 30 th at 6:00 p.m.	12020-County Administrator/Commissioners 12021-Human Resources 12025-Finance/Treasurer 10000-County 12040-Auditing 12030-Interest 12050-Employee Benefits 12060-Insurance Reserves Capital Plans 13060-Information Technology (I.T.) 14040-County Building/Facilities
Budget Committee Meeting Wednesday – October 7 th at 6:00 p.m.	15050-Jail/Support of Prisoners 17074-774 Center Street 17076-Civil Process 17075-Public Safety 17077-Law Enforcement Survivor Compensation 17078-Communications 19205-Twin County Extension Service 19235-Androscoggin Valley Soil Conservation 19220-Western Maine Transportation Services
Budget Committee Meeting Thursday – October 8 th at 6:00 p.m.	Contingency Day
Budget Committee Meeting Wednesday - October 28 th at 6:00 p.m.	Budget Committee PUBLIC HEARING Budget Committee Finalize the Preliminary Budget

Androscoggin County, 2 Turner Street, Courtroom #2, Auburn, ME 04210

ANDROSCOGGIN COUNTY
2026 BUDGET SCHEDULE (2027 BUDGET)

Commissioners Meeting Wednesday September 9 th at 5:30 p.m.	Commissioners Regular Meeting followed by a PUBLIC HEARING to Finalize the 2027 Preliminary Budget & Send to Budget Committee
Commissioners Meeting Wednesday – November 18 th at 5:30 p.m.	Commissioner PUBLIC HEARING Commissioners Finalize the 2027 Budget (Final Vote)



ORDER 82-09212026

City Council Order

ORDERED, the nomination of City Manager Phil Crowell to the Androscoggin County Budget Committee (District 5) for an unexpired term ending 2028.

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
September 8, 2026

Mayor Harmon opened the meeting and led the assembly in the Pledge of Allegiance. Councilor Cowan was absent. Student Representatives Robinson and Edwards were absent.

I. Consent Items

II. Minutes – August 17, 2026, Regular Council Meeting

Councilor Walker moved for approval, seconded by Councilor Gerry. Motion passed 6-0.

III. Communications, Presentations and Recognitions

IV. Open Session

Quentin Chapman, Eastman Ln

Kevin Dean, Auburn resident & business owner

V. Unfinished Business

VI. New Business

1) ORDER 73-09082026 – Approving the Stetson Road Apartments Municipal Development and Tax Increment Financing District #34. Public hearing. Passage requires majority vote.

Mr. Glen Holmes, Business & Community Development Director, presented the application before the Council. The developer (not present) indicated that some assistance was needed, hence the application for a TIF before the Council. It is unknown if the project could move forward without the TIF.

The benefits for the City of Auburn were outlined: The City would be able to work towards their adopted housing goal. Having a developer install and maintain utilities and roads would save the City money by expansion of sewer and water lines and other utilities. Workforce housing assistance is a value to the City. Part of the City's TIF funds would be able to provide transitional housing for victims of domestic violence.

Mayor Harmon opened this item for public hearing. Seeing no comment, the public hearing was closed.

Councilor Platz stated support for this project.

Councilor Randall spoke in favor of the project but not in favor of the CEA as proposed:

Public statement for the record - Rachel Randall City Councilor - Ward 1 9/8/26

I want to separate the development from the CEA, because I support this development. Auburn needs housing, and I welcome 160 new units and the additional tax base.

What I don't support is the CEA as it's currently proposed.

We're being asked to return up to \$4 million in future property-tax revenue to a private developer, while the affordability commitment is only 5% of the project (eight units out of 160), and I still have questions about those eight units.

They're described as serving households between 80% and 120% AMI (individual gross income of roughly \$53,600 - \$80,400 per year) but what does that translate to in actual rents?

Are any of the eight guaranteed to be targeted at the lower end of that range, or could all eight be at or near 120% AMI? And if some are initially targeted lower, what guarantees they stay there? For how long?

If tax payers are going to give a private developer a substantial financial benefit, up to \$4million, I think this taxpayers should receive a substantial public benefit in return. Eight units doesn't get me there particularly when we don't yet know how affordable those eight will actually be or how long that affordability is guaranteed.

So my preference is very simple:

Build the project. Build all 160 units. I support it. But do it without the CEA, Auburn retains the tax revenue the development generates. The developer does not need to commit to affordability.

If the developer believes the CEA is necessary, then I think we should be negotiating a very different agreement (more affordable units, deeper affordability, a smaller reimbursement to the developer, or some combination of those things).

I'm not opposed to this company making a return on its investment. That's what private development is supposed to do.

But I don't believe Auburn taxpayers should enhance that return for an affordability commitment of only eight units. 8 units at \$4,000,000 doesn't seem like a deal for taxpayers. (Its like paying \$500,000 for units that aren't really affordable and aren't guaranteed to remain that way.

I support the development. I do not support this CEA as written.

Councilor Platz moved for passage, seconded by Councilor Walker.

Motion passed 5-1 (Randall).

2) ORDER 74-09082026 – Authorizing the Finance Director to carryforward the remainder of the FY26 Property Tax Assistance Program account from fund balance into the FY27 Property Tax Assistance Program account. Passage requires majority vote.

Councilor Walker moved for passage, seconded by Councilor Platz.

Mayor Harmon opened this item for comment; there was no comment from the public.

Motion passed 6-0.

3) ORDER 75-09082026 – Initiating Zoning Map Amendment regarding Pownal Road. Passage requires majority vote.

Councilor Walker moved for passage, seconded by Councilor Duvall.

Mayor Harmon opened this item for comment; there was no comment from the public.

Motion passed 6-0.

4) ORDER 76-09082026 – Authorizing the use of EMS Capital Reserve Funds for the purpose of purchasing supplies and equipment required to meet DEA regulations for the storage and distribution of medications and controlled substances for EMS.

Councilor Walker moved for passage, seconded by Councilor Randall.

Mayor Harmon opened this item for comment; there was no comment from the public.

Motion passed 6-0.

ORDER 77-09082026– Business License Appeal Hearing (Websters Trading Co, 150 Minot Ave). Public hearing & action. Passage requires five affirmative votes.

Mayor Harmon opened the hearing. Clerk Carrington provided background on the license denial. Shawn Copeland (business owner and tenant) and Floyd Jenkins (landowner) were present to speak on the property condition.

Mayor Harmon suggested postponing this item until October 5, 2026 to give the property owner time to obtain answers and work to obtain the required permit(s).

Councilor Walker moved to postpone to 10/5, seconded by Councilor Platz.

Motion passed 6-0.

VII. Reports

a. Mayor's Report - Provided an update on the Comprehensive Plan Committee schedule; Planning Board & Council will be invited to attend a joint workshop for a presentation of the draft Comprehensive Plan. A public meeting will be held in October.

b. City Councilors' Reports – Councilor Gerry left the meeting at 8:24pm. Councilor Randall announced the annual block party to be held at the Library. Councilor Duvall gave an update on the Appointment Committee and recent vacancies and encouraged residents to apply. Councilor Butler gave an update on the Airport Committee and Parking & Traffic Safety Committee. Councilor Walker provided an update on the Age Friendly Committee's recent events; filled care packages for veterans and homeless. Councilor Platz provided an update on the School Committee – every school principal provided a report on their school; enrollment and attendance is high.

c. Student Representative Report – None.

d. City Manager Report – Construction is on track for the new public safety building; renovations occurring at Auburn Hall. 911 Communication transfer plan has been communicated; 67 Kittyhawk is complete and the admin and Fire team will be relocating to 67 Kittyhawk and 911 will be locating to Auburn Hall. 9/11 Remembrance will be held at Festival Plaza on Friday, 9/11. Blues & Brews Fest will be occurring on Saturday, 9/12.

VIII. Open Session

None.

IX. Executive Session

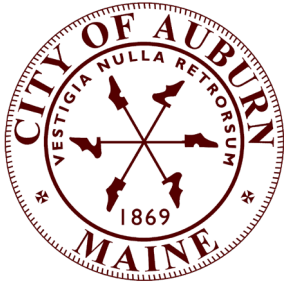
X. Adjournment

Councilor Walker moved to adjourn, seconded by Councilor Platz.

Motion passed 5-0. Adjourned at 8:32pm.

A TRUE COPY ATTEST

Emily F. Carrington, City Clerk



City of Auburn, Maine

Emily F. Carrington, City Clerk

60 Court Street | Auburn, Maine 04210

www.auburnmaine.gov | 207.333.6601

Prolerized New England Co, LLC
c/o Schnitzer Accounts Payable
PO Box 10636
Portland, OR 97296

Prolerized New England Co, LLC
d/b/a Radius Recycling
Attn: Licensing
10850 Gold Center Dr., STE 350,
Rancho Cordova, CA 95670

September 17, 2026

NOTICE OF DENIAL OF AUTO JUNKYARD/GRAVEYARD/RECYCLING BUSINESS LICENSE

The City of Auburn received renewal business license application for Radius Recycling located at 79 & 80 Old Hotel Road, Auburn, ME 04210 on August 25, 2026. The \$100.00 license fee was paid. Upon request to the applicant for additional information regarding the application, it was disclosed by the applicant that the site has been inactive since 2015 and the license was applied for each year to maintain the standard of nonconforming use stated in Chapter 14 of the City's Code of Ordinances:

Sec. 14-74. - Administration

(d) Nonconforming Uses: Any automobile graveyard or junkyard in existence and for which a valid permit was in effect on the effective date of the ordinance from which this article derives may remain in operation in its present location, pending the expiration of such permit, so long as such use complies with the provisions of 30 M.R.S.A. § 3751 et seq. Thereafter, such automobile graveyard or junkyard shall be required to comply with all the provisions of this article except those compliance standards contained in subsections (c)(3), (4), (5), (7), (8) and (10) of this section. Any expansion of such junkyard or automobile graveyard beyond the size which existed and for which a valid permit was in effect on the effective date of this article shall comply with all provisions of this Article.

However, within Chapter 60, Zoning, of the City's Code of Ordinances, there is an ordinance regarding parcels of nonconforming use where activity has been discontinued:

Sec. 60-81. - Abandonment.

If any nonconforming use of a building or portion thereof or of land or portion thereof be discontinued for a period of 12 consecutive months' duration or more or is voluntarily discontinued, it shall be presumed abandoned, such use shall not be resumed, and only a use conforming with zoning provisions in the zoning district in which located shall thereafter be made of such building or land, except as may be permitted otherwise under [section 60-79](#)(4) and (5). A use shall be deemed to be discontinued when the principle activity ceases. A use that is voluntarily discontinued shall be deemed to have ceased when a written statement containing the name of the owner of the property, the name of the business or use, the nature of the use being discontinued and the date of the discontinuance is reviewed by the municipal officer charged with enforcement.

Therefore, the business license applied for an Auto Graveyard/Junkyard at this location has been denied based on the following standards outlined in Sec. 14-38:

- (7) The proposed licensed premises or its use fails to comply with zoning or other land use ordinances;
- (8) The proposed licensed premises or its use fails to comply with any municipal ordinance or regulation;

In compliance with the ordinance, in case an application is disapproved, the city clerk or designee shall then notify the applicant in writing of such denial and shall refund the fee paid in (\$100.00). The city clerk or designee shall also notify the city council of such action at the next regularly scheduled meeting of the city council.

Appeal Process

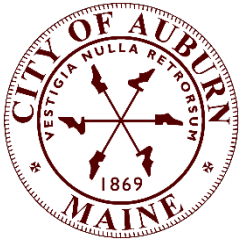
You have the right to appeal this denial.

(a) Except as otherwise provided, appeals shall be made by filing a written notice of appeal with the office of the city clerk or designee within 30 days of the date of any such denial to the council in writing, whereupon a hearing will be scheduled, at which time the applicant shall have the right to be heard. It shall be the duty of the city clerk or designee to notify such applicants who have appealed, of the time and place of the hearing.

Sincerely,



Emily F. Carrington
City Clerk
City of Auburn, Maine



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: September 21, 2026

ORDER 83-09212026

Author: Jason D. Moen, Chief of Police

Subject: 2026 Byrne JAG Grant Funding – Auburn Police Department

Information: The Auburn Police Department has been awarded a FY2026 Edward Byrne Memorial Justice Assistance grant in the amount of \$18,337.00. The formula grant application will provide for the purchase of a mobile message board with built-in speed radar unit.

The grant requires certifications and assurances by the Chief Executive of the applicant government.

City Budgetary Impacts: None

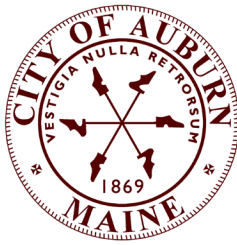
Previous Meetings and History: None

City Manager Comments:



I concur with the recommendation. Signature _____

Attachments: ORDER



ORDER 83-09212026

City Council Order

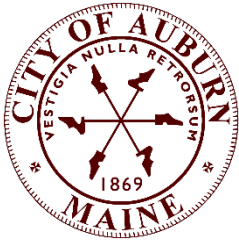
IN COUNCIL

ORDERED, that the City Council hereby authorizes Mayor Jeffrey D. Harmon, on behalf of the City of Auburn, to execute the Edward Byrne Justice Assistance Grant Program FY2026 Local Solicitation – Certifications and Assurances by the Chief Executive of the Applicant Government document to be submitted with the grant application.

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: September 21, 2026

ORDINANCE 15-09212026

Author: Emily F. Carrington, City Clerk

Subject: Proposed Ordinance – Automated License Plate Recognition (ALPR) Ordinance

Information: On July 30, 2026, a petitioners committee (created June 4, 2026) returned 89 pages of signatures for certification for a proposed ordinance by initiative titled “Automated License Plate Recognition (ALPR) Ordinance”. The City Clerk completed the certificate of sufficiency for the returned petition on August 13, 2026, and the City Council was notified at the last regular meeting held on August 17, 2026. The proposed ordinance is before the City Council this evening for consideration of adoption, according to the process outlined in the City’s Charter Sec. 9.6:

“Action by city council. When an initiative or referendum petition has been fully determined sufficient, the city council shall promptly consider the proposed initiative ordinance, order, or resolve in the manner provided in article 2.... If the city council fails to adopt a proposed initiative ordinance, order, or resolve without any change in substance within 60 daysit shall submit the proposed or referred matter to the voters of the city.

Submission to voters. The vote of the city on a proposed or referred ordinance, order, or resolve shall be held not less than 120 days and not later than six months from the date of the final city council vote thereon. If no regular city election is to be held within the period prescribed in this subsection, the city council shall provide for a special election; otherwise, the vote shall be held at the same time as such regular election except that the city council may, in its discretion, provide for a special election at an earlier date within the prescribed period. Copies of the proposed or referred matter shall be available for view at the polls.”

City Budgetary Impacts: Not yet determined.

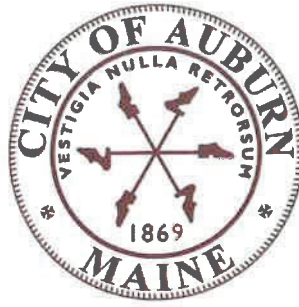
Staff Recommended Action: Consideration of the proposed ordinance.

Previous Meetings and History: Notice at the August 17, 2026 meeting

City Manager Comments:

I concur with the recommendation. Signature:

Attachments: Certificate of Sufficiency, Proposed Ordinance



CERTIFICATE OF SUFFICIENCY

INITIATIVE PETITION TO ADOPT PROPOSED ORDINANCE TITLED "AUTOMATED LICENSE PLATE RECOGNITION (ALPR) ORDINANCE"

Date petitions issued to Petitioner's Committee: June 4, 2026

Number of valid signatures required: 1,568

Deadline to file petitions with the City Clerk (90 days after petition blanks are provided): September 2, 2026

Date petitions were filed with the City Clerk: July 30, 2026

Deadline for City Clerk to complete a certificate of sufficiency: August 19, 2026

Number of petition pages submitted: 89

Number of signatures submitted: 1,816

Number of valid signatures: 1,647

Number of invalid signatures: 169

I, Emily F. Carrington, Auburn City Clerk, hereby declare that the Initiative Petitions submitted for adoption of proposed ordinance titled "Automated License Plate Recognition (ALPR) Ordinance" contains the required number of valid voter signatures pursuant to Article IX, Sec. 9.3 of the Auburn City Charter and is hereby deemed sufficient.

ATTEST.

Emily F. Carrington, City Clerk

8/13/26

Date

Office of the City Clerk

60 Court Street | Auburn, Maine 04210 | www.auburnmaine.gov | 207.333.6601 Ext. 1126

Automated License Plate Recognition (ALPR) Ordinance

Section 1. Definitions.

"Automated license plate recognition system" shall mean a system of one or more mobile or fixed high-speed cameras combined with computer algorithms to convert images of registration plates into computer-readable data. This does not include a photo-monitoring system, as defined in 23 M.R.S. § 1980(2-A)(B)(4), when used by the Maine Turnpike Authority or a law enforcement agency for toll enforcement purposes.

"Municipality" shall mean all the City of Auburn and any department, division, council, committee, office, board, commission, agency, contractor, and employee acting on behalf of the City.

Section 2. Prohibition for Public Entities.

Any law enforcement agency of the municipality shall not use an automated license plate recognition system or the data therefrom for any purpose.

The municipality shall not use any system, software, or computer algorithm to convert images of license plates into computer readable data, except as described in 23 M.R.S. § 1980, when used by the Maine Turnpike Authority or law enforcement agencies for toll enforcement purposes.

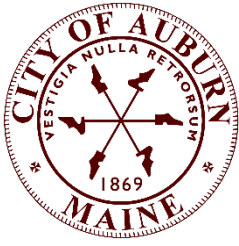
Data acquired by external automated license plate recognition systems and the data therefrom shall not be acquired, accessed, queried, or obtained by the municipality, unless supported by a valid, judicial warrant.

Existing automated license plate recognition systems and the data therefrom shall be discontinued and removed within thirty (30) days of the effective date of this Ordinance.

The municipality shall not indirectly acquire automated license plate recognition system data in violation of this Ordinance.

Section 3. Penalties for Public Entities.

- (A) Any municipal employee who violates this Ordinance may be subject to disciplinary action, consistent with applicable law and collective bargaining agreements.



City of Auburn City Council Information Sheet

Council Workshop or Meeting Date: September 21, 2026

ORDINANCE 16-09212026

Author: DeCarlo Brown, Planning and Permitting Director

Subject: Zoning Ordinance Text Amendment – Number of Employees in Sawmills

Information: OVERVIEW

The Agriculture and Resource Protection zoning district allows commercial uses to operate that are compatible with traditional agriculture and use of nature resources. This draft ordinance proposes edits that increase the number of employees allowed to operate sawmills in the Agriculture and Resource Protection District in order to strengthen the economic viability of a natural resource processing use.

The current ordinance restricts the number of employees operating a sawmill to 4 people. This includes operators, administrators, mechanics, and drivers. These restrictions would prohibit the establishment of any modern commercial sawmill in the district. The draft ordinance proposes to remove the employee restriction for the operation of sawmills. No additional changes are proposed.

RELEVANT SECTIONS

Chapter 60 Section 145 (b) lists Sawmills as a Special Exception Use which requires a review and approval of any land seeking to establish a sawmill. It lists a number of conditions for the use including the following:

b. Wood processing operation shall be located no closer than 75 feet from any river or perennial stream, 250 feet from any zoning district boundary or residential dwelling and shall be limited to four persons employed.

While the provision includes location and proximity standards of the use, it also includes a user-based restriction. The employee provision is unrelated to the former location and proximity restrictions of land use. The proposed amendment seeks to eliminate the restriction on the number of people employed in sawmills as it has no direct relationship to the use of the land.

There is an expectation that this use is appropriate for the Zone. The current locational restrictions are sufficient to not affect the public health, safety, convenience, or welfare of the City of Auburn

RELEVANT ACTIONS

The Planning Board held a public hearing on August 27, 2026, to receive comments on the proposed amendment. Following the public hearing, the planning board voted 7- 0 to recommend the City Council adopt the amendment.

City Budgetary Impacts: None

Staff Recommended Action: Hold a public hearing and first reading to approve the proposed text amendment pursuant to Chapter 60, Article XVII, Division 2, Charter, Article II, Section 2.6.(C), and Title 30-A, §4352

Previous Meetings and History:

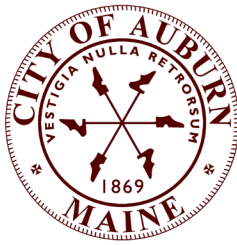
City Manager Comments:



I concur with the recommendation. Signature:

Attachments:

Draft Zoning Ordinance Text Amendment



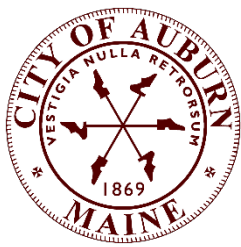
City Council Ordinance

IN CITY COUNCIL

BE IT ORDAINED, that Chapter 60, Article IV, Division 2, Section 60-145 of the Code of Ordinances, City of Auburn, Maine, is hereby amended to read as follows:

Sec. 60-145. Use regulations.

- (b) *Special exception uses.* The following uses are permitted by special exception after approval by the planning board in accordance with the provisions of division 3 of article XVII of this chapter:
- (1) Sawmills and their customary accessory land uses and buildings incidental to the harvesting of forest products, subject to the following conditions:
- Sawmill and accessory activity shall not be detrimental to the neighborhood or the city by reason of special danger of fire or explosion, pollution of rivers or perennial streams or accumulation of refuse.
 - Wood processing operation shall be located no closer than 75 feet from any river or perennial stream and 250 feet from any zoning district boundary or residential dwelling ~~and shall be limited to four persons employed.~~
 - Where natural vegetation is removed, it shall be replaced within six months with other vegetation which will be equally effective in retarding erosion and will preserve natural beauty.



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: September 21, 2026

ORDER 84-09212026

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 Maine State Employees Association – Service Employees International Union Local 1989 covering 07/01/2026 to 06/30/2029

Information:

The following is a summary of the changes:

- FY 26 4% market adjustment and 2% performance on wage scale effective 7/1/26; FY 27 Cola 3% and 2.5% performance on 7/1/27 and FY 28 Cola 3% and 2.5% performance on 7/1/28;
- Added Recreation Specialist to clothing allowance article;
- Updated language Article 15 Holidays;
- Updated language on Article 17 Personal Days;
- Increased HRA amounts under Article 28;
- Added Paid Family Medical Leave language;
- New language on Union employee orientations;
- New language on Labor Management Committee;
- Updated classifications list.

City Budgetary Impacts:

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

Previous Meetings and History:

City Manager Comments:

Phillip Crowell Jr.

I concur with the recommendation. Signature: _____

Attachments: MSEA Collective Bargaining Agreement, ORDER

Collective Bargaining Agreement

between

***Maine State Employees Association-Service Employees International Union
Local 1989***

and

City of Auburn

July 1, 2026 to June 30, 2029

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Preamble

Whereas, the City of Auburn (herein referred to as “the City”) and the Maine State Employees Association, Service Employees International Union, Local 1989 (herein referred to as “MSEA-SEIU or the “Union”) desire to establish a constructive, cooperative and harmonious relationship; to establish a uniform and equitable system of personnel administration; to avoid any interruption or interference with the operations of the City, to promote effective service and quality of work towards the accomplishment of the mission of the City; to establish an equitable and peaceful procedure for resolution of differences; and to establish a continuity of current pay and benefits;

Therefore, this agreement by and between the parties is entered into as of

_____.

Article 1 Recognition

Section 1. Bargaining Agent

Pursuant to the Maine Labor Relations Board Certification dated October 3, 2011, the City recognizes the Maine State Employees Association (MSEA-SEIU) as the sole and exclusive bargaining agent for the purpose of representation and negotiations with respect to wages, hours and working conditions for all general government employees in classifications specifically listed in Section 2 – Covered Employees.

Section 2. Covered Employees

Employees in the following position classifications are covered by this collective bargaining agreement:

- Administrative Assistant
- Building Maintenance Technician
- City Electrician
- Electrician
- Planning Assistant
- Code Compliance (including Plumbing Inspector, Health Inspector, Code Compliance Officer)
- Court Officer-PD
- Crime Analyst/GIS
- Fire/EMS Support Specialist/Admin
- GA Eligibility Assistant
- IT Technician
- Information Assistant
- Lead Coordinator
- Office Manager
- Ice Arena Maintenance Worker
- Parking Enforcement
- Recreation Specialist
- Support Services Tech-PD

Tax Assistant
Economic Specialist

This agreement does not cover temporary or seasonal employees hired for a period not exceeding 6 months (either those hired through a temporary employment service or those on direct payroll), employees working less than 20 hours a week, independent contractors or consultants, and/or employees hired through grants for a specified period of time.

Section 3. Dispute Resolution for Covered Employees

In the event of a dispute between the parties as to the future inclusions or exclusions from the unit resulting from the establishment of new or changed classifications or titles, either party may apply to the Maine Labor Relations Board for resolution of the dispute.

Article 2 Disclaimers

Although this contract outlines the conditions, responsibilities, and benefits of employment with the City of Auburn, this contract is not a guarantee of employment. The following disclaimers are included to provide specific notice to that effect:

- This contract does not restrict the City's right to lay-off employees or otherwise terminate the employment relationship.
- No supervisor, manager, employee, or representative of the City, other than the City Manager or a majority of the City Council, has the authority to enter into an agreement for any specified period or make any promises or commitments restricting the City's right to lay off or terminate an employee. Any employment agreement, promises or commitments entered into by the City Manager or a majority of the City Council shall not be enforceable unless it is in writing and signed by all parties.
- Where this contract contains descriptions or references to insurance or other benefit plans, the specific provisions of the benefit plan will take precedence and govern should a conflict arise concerning interpretation, application, or benefit level.

Article 3 Non-Discrimination

The City makes equal employment opportunity and non-discrimination compliance its affirmative action policy. No employee shall be subjected to discrimination nor be denied compensation and/or benefits on account of race, color, sex, disability, religion, ancestry, national origin, age sexual orientation, or gender identity or gender expression by any employee or agent of the City, under any program or activity in which the City participates including third party agreements.

All employees have the right to work in an environment free from illegal harassment including sexual harassment. All employees shall adhere to the City's Sexual Harassment Policy.

Article 4 Authority of the City Manager

The City Manager has the authority, except as may be otherwise limited by law and/or by the provisions of the Contract, to administer and manage the day-to day operations of the City government. This authority shall include the right to take such administrative action as they deem necessary or appropriate to direct the programs of the various departments; direct the workforce, establish work schedules, introduce new or improved methods, techniques or facilities; hire, promote, suspend, demote or discharge for just cause; change duties and assignments; reduce, or expand the workforce; transfer; maintain discipline, and to contract or subcontract work. Equally important to the authority of management is the right to take necessary and appropriate administrative action to uphold the rights and interests of the citizens, the City Council, and employees.

Article 5 Employment Definitions

Section 1. Regular Employment

- a. Full-time** – Full-time employment is appointment to a regularly budgeted position to work on a continuing and indefinite basis for at least 37.5 hours per week.
- b. Part-time** – Part-time employment is appointment to a regularly budgeted position to work on a continuing and indefinite basis for less than 37.5 hours per week.

Section 2. Contract Employment

Contract employment is employment under an employment agreement or contract between the City and an individual. Such employees receive salary and benefits as negotiated and written in the employment agreement or contract. The compensation and benefits package may be different than what is authorized to regular full and part-time employees.

Section 3. Temporary Employment

Any temporary worker that is employed by the City to perform job duties within the scope of duties of a covered employee as defined by Article I, Section 2, above work, will be placed in the unit once they have worked 975 hours within any City fiscal year.

Section 4. Probationary Period

All employees will be subject to a six (6) month initial probation period unless a longer period is provided by law. During this period, employees must demonstrate their fitness for the position. During the probation period, the probation employee may be disciplined, discharged, laid off or otherwise dismissed at the sole discretion of the City, and neither shall the reason for the disciplinary action, discharge, lay-off or dismissal be the subject of a grievance. Probation periods for employees being re-hired after a voluntary resignation from the City shall be six (6) months.

Employees on probation may utilize their sick accruals at the time that they are earned. Vacation accruals will be credited and eligible to be utilized after 120 days (4 months). Time earned prior to end of the 12-month probation period will not be eligible for cash out upon termination from employment.

Article 6 Work Hours

Section 1. Regular Hours

Due to the wide variety of services provided by the City, hours per week between departments and employees also vary. The hours per week for full-time employees are as follows:

Building Maintenance Staff - 40 hrs.
Ice Arena Workers - 40 hrs.
Parking Enforcement Officer - 40 hrs.
All other general government employees - 37.5 hrs.

Administrative office hours in Auburn Hall are Monday through Friday from 8:00am to 4:30pm, with an hour for lunch. Office hours of employees may be adjusted to serve the business necessity of the operations. The department director may adjust start and end times to ensure proper staff coverage.

Hours for the City Electrician shall be 7:30am to 3:30pm Monday through Friday with a half hour lunch break.

The City agrees to provide a two-week notice before making permanent changes to a department's work shift. The City will not make changes to the work schedule in an arbitrary and capricious manner.

Section 2. Part-time Hours

Part-time hours are established on a case-by-case basis based upon the needs of individual Departments. The hours of each employee's workday are determined by the Department Director with the approval of the City Manager. Department Directors are responsible for ensuring that time for all employees within their department are recorded accurately. The employee and the supervisor must account for any hours not worked by the employee and shall designate from which approved leave the hours will be deducted.

Section 3. Overtime

The City of Auburn uses the Federal Fair Labor Standards Act, to determine which employees are eligible for paid overtime. Questions about the eligibility of positions for overtime should be directed to the Department Director or the Human Resources Director for clarification.

Employees have the option of overtime pay or compensatory pay for time worked in excess of 40 hours in a pay period whenever possible, the Department Director must approve overtime in advance of the work being performed. All overtime worked will be recorded along with the reason for the overtime. This will assist the supervisor and/or the Department Director to manage the overtime requirements as well as provide a way to track the financial liabilities for overtime incurred.

Unless specified herein, overtime is paid at one and a half times the employee's base wage for *actual* hours worked in excess of 40. This means that hours taken as vacation, sick leave, holidays, or personal days within a given pay week will not be calculated towards the forty hours. When overtime is paid to an employee whose normal work week is 37.5 hours, then straight time will continue to be paid until the work performed reaches above forty in a pay period.

Due to the special nature of municipal work, several City positions require mandatory overtime, usually for public safety reasons. These mandatory overtime requirements will be explained to the employee prior to being hired or promoted to a position for which overtime is a requirement. Repeated failure to work overtime or to be available for overtime will be a cause for disciplinary action.

Section 4. Call-Out Pay

(a) Code Enforcement Officers, Building, Plumbing, Health Officer, and Support Services Technicians who are called into work outside of their normal working hours shall receive a minimum of 2 hours at overtime rate of 1 and ½ his/her normal rate of pay. If the employee is called out more than once in a 24-hour period, he/she shall be compensated for only 2 hours at the overtime rate unless total time worked is more than 2 hours worked, then they will be compensated for actual hours worked at the regular overtime rate.

(b) Employees of the Electrical Division who are called outside of their normal business hours and on weekends and holidays to respond to urgent electrical/traffic signal issues will be paid a minimum of two hours at overtime rate for the first call out. The second and subsequent call outs in the 24-hour period will be paid at time and a half the normal hourly rate of pay for actual hours worked.

(c) An employee responding to an emergency call on Thanksgiving or Christmas Day will be paid two (2) times the employees regular hourly pay for each hour worked on such holiday for a minimum of two (2) hours of time actually worked, whichever is greater regardless of whether the employee is in overtime or regular status.

Section 5. Standby Stipend – Electrical Division

Stand-by pay is \$50.00 per week for FY20, \$100.00 per week for FY21, and \$125.00 per week for FY22 for the Electrical Division employee who is designated as on-call for that week.

Section 6. Compensatory Time

Employees who are eligible for overtime according to FLSA regulations may choose to take compensatory time in lieu of overtime pay. Compensatory time shall be taken at one- and one-half times the number of hours worked after 40 hours. The employee must state his/her choice of overtime pay or compensatory time to his/her Department Director before the overtime hours are worked. All employees, except for the Electrical Division employees, may not accumulate more than 20 hours of compensatory time without authorization from the City Manager. Electrical Division employees may accumulate up to 60 hours of comp time.

Compensatory time must be utilized in the fiscal year in which it was earned and must be scheduled with the Department Director who will consider the workload of the department, personnel coverage and other reasonable criteria when granting or not granting compensatory time off. Employees who separate from their employment with the City of Auburn shall receive a lump sum payment of the balance of any accrued but unused compensatory time at the hourly rate the employee is earning at the time of termination.

It is understood that salaried employees, exempt from overtime as defined by the most recent Fair Labor Standards Regulations, shall accomplish the work assigned to the position regardless of the hours required to do the work. Any employee exempt from overtime pay who logs many hours of overtime, may from time to time take off time during the normal business day with the approval of the Division Manager or Department Director, or the City Manager as long as it is understood that the hours off are not taken hour for hour with the overtime worked.

Section 7. Pay for Acting Capacity

During periods of planned and unplanned absences, the Department Director and/or the City Manager may authorize a member of the bargaining unit to perform work in a higher classification of an employee in the same bargaining unit. In such situations, the City will pay a 5% differential over the employee's base hourly rate or the beginning of the pay range in which the employee is performing the acting pay work, whichever is greater, for the period of time that the employee is designated in acting capacity. Acting capacity will be designated at the discretion of the Department Director for periods of exceeding two (2) continuous or uninterrupted work weeks and in those situations in which the employee performs substantially all work of the higher classification. Acting capacity shall not be made on an arbitrary and capricious basis.

Section 8. Flexible Schedules

On occasion it may be necessary to alter the work week in order to meet the demands of the public or a project and to minimize the need for overtime. Changes from the standard workweek must be approved in writing by the Department Director and the City Manager.

Section 9. Lunch Breaks/Other Breaks

Lunch breaks are either one half hour or one hour in length, depending upon the department, and begin at 11:00 a.m. and end by 2:00 p.m. Employees may be allowed to, on occasion, skip a lunch hour to shorten the workday upon the approval of the Department Director, once they have ensured that the office is sufficiently covered. Altering the workday by working through the lunch period on a regular basis is not acceptable.

Departments do not have established formal break periods. Short breaks, other than lunch breaks, for coffee, etc. will be established by the Department Director and/or the supervisor and will not interfere with office coverage or efficiency of operations.

The City reserves the right to adopt and amend tobacco use policies. Use of tobacco products is prohibited on all City-owned property and at all worksites. Employees who use tobacco products may do so only on their assigned lunch break and only off the work site and off

City owned property. Employees are specifically prohibited from using tobacco products in any City vehicles.

Section 10. Recording Time

All employees will record their actual time by means afforded by the employer which will be approved by their supervisor or Department Director. The recorded time is official documentation of hours actually worked. If time is taken off during the workweek, the employee must record how time-off will be compensated (vacation, sick leave, comp time, medical leave, or holiday, etc.). Employees are not expected or required to disclose the nature of medical appointments or use for the time off. If time is not recorded, it will not be regarded as worked or entitled to pay.

Section 11. Union Representatives

Provided it does not adversely affect their regular job responsibilities for the City, one steward will be allowed up to two (2) days of administrative leave (without loss of pay and benefits) to attend the spring and fall MSEA sponsored steward training. Time spent on MSEA sponsored training shall not count toward computation of eligibility for overtime.

The chapter president will be allowed one (1) day of administrative leave (without loss of pay and benefits) to attend the fall MSEA annual convention as a delegate. The City bears no obligation to pay for attendance at a conference or the associated travel expenses.

Article 7 Pay Periods

The pay period for all departments begins on Sunday and ends on Saturday. City of Auburn employees are paid weekly. Checks are usually available in the morning. City of Auburn employees are encouraged to use direct deposit to deposit all or a portion of their weekly payroll into one or several bank accounts.

Article 8 Compensation

Section 1. Position Classification and Pay Plan

Employees will be compensated in accordance with the Position Classification and Pay Plan (See Attachment A).

Employees covered by the bargaining unit will receive the following pay adjustments:

Effective with the signing of the contract, employees currently paid below the Position Classification and Pay Plan will be brought up to the minimum of the pay plan.

FY27 (7/1/26 - 6/30/27): 4% COLA 1; Performance increase 2%

FY28 (7/1/27 - 6/30/28): 3% COLA; Performance increase 2.5%

FY29 (7/1/28 - 6/30/29): 3% COLA; Performance increase 2.5%

The City agrees to retroactive pay if needed for members that were employed at the time of the contract execution.

Section 2. Requests for Reclassification

The City will notify the Union within 30 days of its intent to reclassify any position based upon duties and responsibilities. Employees who are performing additional duties for a temporary period are not covered by this section but are covered by Article 6 Section 8. Acting Capacity.

The Union may seek reclassification of any position for the sole purpose of determining if that position is in the appropriate pay range in comparison to other positions requiring similar work in regards to complexity of work, quantity of work, special licenses, certificates, experience, education, degree of supervision required, supervisory responsibilities, autonomy and amount of direction required, special environmental factors and similar kinds of job components. It is the responsibility of the Union to provide the City with the reasons why the reclassification is justified including any data and documentation.

The City will have 30 days to consider the request for reclassification. If approved, any pay adjustment as a result of the reclassification will be included in the upcoming year. If the request for reclassification is denied, the Union may submit a request for a review to a three-member panel to include the employee's Department Director, the Human Resources Director, and the MSEA Field Representative or his/her designee. If the decision of the review panel is not acceptable to the employee, they may appeal the decision to the City Manager as per the grievance procedure in Article 13. If the request for reclassification is not upheld by the arbitrator, the union is barred from submitting another request for one (1) year. If the arbitrator upholds the request for the reclassification, any pay due to the employee(s) based upon the reclassification will be retroactive to the date of the report issued by the review panel.

Section 3. Evaluations

Employees will receive an evaluation annually within 30 days of their initial date of hire or date of promotion unless there are extenuating circumstances that prevent it. In cases of extenuating circumstances, the supervisor or Department Director will provide a notice in writing. Performance evaluations completed prior to the signing of this agreement are not grievable by the employee or the union.

Section 4. Longevity Pay

Members of the bargaining unit who have completed their 7th year of service with the City of Auburn will receive a one-time lump sum payment in the amount of \$500.

Members who have completed their 15th year of service will receive a one-time lump sum payment of \$600.00.

Members who have completed their 25th year of service will receive a one-time lump sum payment of \$700.00.

Members who have completed their 35th year of service will receive a one-time lump sum payment of \$1,000.00.

Members of the bargaining unit who work 20 hours per week or more, but less than 37.5 will receive one half of the amounts as those working full time based upon the same corresponding years of service.

Article 9 Clothing Allowance

The City will provide \$500 per year toward a clothing allowance for department approved clothing and boots for Ice Arena Maintenance Workers, Facilities Maintenance Workers, and Electrical Division employees. The City will provide \$250 per year for field inspectors in the following positions: Code Enforcement and Recreation Specialists. The City will determine the method of providing clothing allowance, to allow as little out of pocket costs as possible.

Article 10 Employee Appearance

City Employees are representatives of the City and are expected to conduct themselves professionally and project a positive image. Because of the special nature of government service, employees have daily contact with the public. These contacts directly affect the City's identity and how employees are perceived by the public. Employees are expected to project a positive image to co-workers and the public through overall appearance and work performance.

When determining whether or not attire is appropriate, employees should consider:

- What types of job duties they are required to perform;
- Where they are required to carry out their job duties;
- With whom they are interacting when required to transact City business; and
- Personal safety considerations.

MSEA employees will adhere to the City Dress Code Policy in place.

Article 11 Reimbursement for Travel Expenses

Section 1. Purpose

The City of Auburn supports and encourages the professional development of all staff members. In order to enhance the skills and knowledge base of employees, regional and out-of-state travel is sometimes necessary to attend professional meetings, seminars and workshops. Attendance at these sessions, while important, is a privilege for which employees are responsible for ensuring that both their time and the City's financial resources are well spent.

The following policy governs reimbursement of travel expenses incurred during the conduct of City business. The City will reimburse employees for ordinary, necessary and reasonable travel expenses, excluding commuting expenses, which pertain to the transaction of City business. The objective is to ensure cost effective and equitable reimbursement for expenses incurred by employees in the performance of their duties, within the City's budgetary parameters.

Section 2. Responsibilities

Prior to any employee attending any seminar, workshop or professional association meeting which will require the expenditure of City funds for travel or lodging, the employee must receive approval of the supervisor. In the case of out-of-state travel, the employee must also receive the approval of the City Manager.

All employees who incur travel expenses must comply with the policy. Employees who submit travel expense reports not in compliance with the policy risk delayed, partial or forfeited reimbursement.

Covered Employees shall be entitled to reimbursement for qualifying expenses incurred in the course of their responsibilities for the City, as defined in the City's Travel Reimbursement Policy then in effect, which the City may amend in its sole discretion. Supervisory employees who approve travel expense reports are responsible for ensuring that employees follow City reimbursement guidelines. Any deviation must be explained by the supervisor on the report.

Section 3. Non-Reimbursable Expenses – The following expenses are not reimbursable:

- Any additional costs resulting from an employee's family accompanying him/her on the trip.
- Childcare fees
- Pet care fees
- Hotel room movies
- Personal phone calls
- Meal costs which exceed the per diem rate
- Alcoholic beverages
- Other non-work-related expenses

Section 4. Cash Advances

a. Issuance and Use – Upon request, temporary cash advances will be given to employees who are traveling out of state for expected out-of-pocket expenses. Advances will not be issued to employees who have a previously issued advance that remains outstanding.

b. Settlement and Reporting – Cash advances must be settled within five (5) business days after returning from the pre-approved trip. Settlement consists of reporting the advance on a travel expense and deducting the advance from the final balance due.

Section 5. Expense Report Processing

a. Timeframes – Out-of-state travel must be documented on a travel expense report within five (5) business days after returning from a trip. Routine in-state expenses should be submitted on a monthly basis.

b. Authorization – The travel expense reports must be approved and signed by a supervisor, who will review the report for accuracy and compliance with the travel policy.

c. Reimbursements – Reimbursement checks will be processed with the regular accounts payable, which are processed weekly.

Article 12 Conditions of Employment

Section 1. Employee Conduct and Ethics

a. General Statement of Ethics – Work in the public sector can allow employees to be exposed to many areas of ethical judgment. In order for the City, its employees, and its leadership to maintain a positive relationship with the public they serve, they must all abide by the policies and procedures that will protect the public trust and the trust placed in themselves and co-workers.

b. Local Political Activity – While employed by the City of Auburn, all personnel shall refrain from seeking or accepting nominations or elections to any elective office in the Auburn City government including the School Department and using their influence in any way for or against any candidate for elective office in City government.

City employees shall not work at the polls (unless employed by the City Clerk's office during elections), circulate petitions or campaign literature, or be in any way involved in the solicitation of endorsements, subscriptions, contributions or political service from any persons for any political purpose pertaining to the government of the City.

This policy shall not be construed to prevent City employees from becoming or continuing to be members of any political organization from attending political meetings, from expressing views in political matters, or from voting with complete freedom in any election.

c. Conflicts of Interest – Employees must avoid situations where loyalties may be divided between the City's interests and their own personal and/or financial interests. Employees will place public interests above individual, group and special interests. Employees will not have any material financial interests in any private or professional activity which will be in conflict with their job responsibilities. Employees will not engage in any business activity or professional activity that would appear to be in conflict with job responsibilities or that would tend to impair independent judgment or action on performance of official duties. Employees will refrain from using their position for personal gain. Employees will keep confidential all information not available to all citizens that is acquired by virtue of their positions with the City. Employees will not represent private interests which conflict with City interests. Employees shall treat all citizens and others doing business with the City alike – courteously and with respect. Employees will not grant any citizen any favor, benefit, or special privilege beyond what is provided to all citizens.

Employees are not generally prohibited from having interests in businesses and real property located within the City of Auburn. Whenever a City employee becomes aware, or a reasonable person in the employee's position would become aware, that his or her

interest in a business or in real property located within the City conflicts or has the reasonable potential to conflict with the employee's ability to perform their job duties with undivided loyalty on behalf of the City, the Employee shall promptly disclose the actual or potential conflict to his or her Department Director or to the City Manager. Employees must also disclose the nature and extent of any financial or personal interest in any City contract, agreement, purchase of goods or services or project. Whenever such an actual or potential conflict exists, the City and the employee shall develop a management plan to ensure that the employee is not required to take actions on behalf of the City that are opposed to the employee's personal interests, and to prevent any actual or potential situation where the employee may be required to, or perceived as acting, in furtherance of their personal interests at the expense of the City's interests. Nothing in this section shall require the City to hire additional staff or acquire additional City resources in order to accommodate an employee's conflict of interest.

Employees shall handle all matters of personnel, including recruitment, selection, or promotion on the basis of qualification, ability and merit.

Employees must disclose to their Department Director or to the City Manager, the nature and extent of any financial or personal interest in any City contract, agreement, purchase of goods or services or project.

d. Conflicts of interest and Employment Positions - City employees shall not hold a supervisory position or be senior in the chain-of-command to an individual with whom they have a personal relationship or financial involvement, unless:

- The relationship is disclosed by the employee to the City Manager.
- The City Manager approves a management plan that is designed to prevent favoritism or any other improper influence in connection with the employment relationship and that provides ongoing oversight by a person or persons not subordinate to either individual who has the personal or financial involvement.

For purposes of this section, a personal relationship is defined as any family, affectionate, or social relationship that is characterized by one or more of the following:

- Persons who are husband and wife, or parent or child;
- Persons who share a physical intimacy with each other;
- Persons who acknowledge an ongoing romantic relationship with each other;
- Persons who live together in the same residence;
- Persons who intermingle their financial assets without an accounting of separate ownership interests.

For purposes of this section, financial involvement means any existing (or current efforts toward achieving) ownership or investment interests, contract rights, significant customer relationships or employment relationships of a City employee.

e. Guidelines for accepting Gifts or Gratuities- Employees will not accept personal gifts, favors, services, money, or anything of value from the public which might reasonably tend to influence or be perceived to tend to influence the impartial discharge of duties. Employees will not accept gifts or money for services which they are paid by the City to perform.

Employees with enforcement/inspection/decision making responsibilities should keep in mind that the donor of gifts, favors and/or services may expect or seek preferential treatment. Favoritism, especially as a result of acceptance of a gift, is prohibited. The policy of gifts and gratuities does not preclude the employee from accepting advertising or promotional items of inconsequential value such as pens, pads of paper, caps, etc.

Any questions relating to this policy on gifts and gratuities or on the acceptance or rejection of specific items under specific circumstances should be directed to the Department Director, Human Resources Director or to the City Manager.

f. Outside Compensation- City working hours shall be reserved for the conduct of City business. Under no circumstances shall an employee conduct private business activities for compensation or profit during their City work hours.

No employee shall, during off-duty hours, be engaged in any employment, activity or enterprise that is incompatible or in conflict with their duties, functions, and responsibilities with the City. No employee shall accept outside employment if said employment will interfere or not permit the employee to meet emergency, special assignment or overtime requirements in conjunction with their duties with the City of Auburn.

Section 2. City Property

All City-owned equipment, vehicles, tools, materials, and supplies are the property of the City of Auburn. The following rules shall govern the personal use by employees of City owned equipment (other than motor vehicles):

- i. No City equipment (including computers, laptops and cell phones) or supplies will be used by an employee in the conduct of private business activities for compensation or profit.
- ii. No City equipment will be removed from City premises where it is normally kept, for an employee's personal use unless such equipment is also available to the general public.
- iii. With permission of their supervisor, an employee may use City equipment such as computers, photocopy machines, occasionally for personal tasks, as long as these tasks are performed on the employee's own time.
- iv. Employees are responsible for any damage to City equipment occurring during personal use thereof.
- v. Employees will reimburse the City for any supplies consumed in their personal use of City equipment.
- vi. The City's letterhead will not be used for personal correspondence or in personal business correspondence.

- vii. Individual departments may establish stricter rules governing the use of specific types of equipment.

There is a specific policy regarding appropriate use of City computers, including internet usage.

Section 3. Seat Belt Policy

All City of Auburn employees must use seat belts while in City vehicles or equipment, either as an operator or passenger. This policy also applies when an employee is using their own personal vehicle for City business. Employees failing to comply with this safety policy will receive disciplinary action. Employees involved in an accident while on City business while not wearing a seatbelt will be suspended without pay for one week. The only exception to this policy is in the case when the manufacturer of the equipment does not advise the use or installation of seatbelts.

Section 4. Workers' Compensation

The City shall provide Workers' Compensation coverage to its employees as defined under the applicable Maine Workers' laws. In order to provide a safe work environment and to manage Workers' Compensation costs, employees are responsible for working in a safe manner in accordance with all safety policies and report unsafe working conditions to their supervisor. Employees who believe they have been injured on the job must report immediately to their supervisor and/or Department Director or the Human Resources Department. The employee and supervisor must provide details of the incident on written forms provided by the Human Resources Department as soon as possible after the incident.

Employees who have been injured on the job and whose injuries are determined to be compensable under the workers compensation Act may use time from their earned time bank for the waiting period and/or the period that the claim is being contested. If the waiting period becomes compensable by Workers' Compensation based upon the duration of the injury and/or if the controverted claim is found to be compensable, the City shall credit the employee's earned time bank for time during the waiting period and/or the time the claim is contested.

Employees, out of work three or more days due to a work-related injury, who have filed a claim for Workers' Compensation but whose claim is being contested, will be placed on Family Medical Leave if they would otherwise be eligible for such leave.

The City of Auburn reserves the right under the Workers' Compensation Act to designate the medical facility and treating physician for work related injuries for the first ten (10) days of treatment. Employees who use their own primary care physician rather than the City designated occupational health provider will be responsible for any bills incurred.

Employees are expected to return to work if the occupational medical provider determines that the employee has work capacity. If the employee does not return to work when modified work is available, the employee will be paid through accrued sick time if available or accrued vacation if they have no accrued sick leave. The employee will not be compensated through Workers' Compensation.

Article 13 Discipline/Discharge

Section 1. Types of Discipline

A Supervisor or Department Director may discipline an employee when in their judgment the conduct or performance of the employee justifies such action with just cause. Discipline may include verbal or written reprimands, remedial training, suspension, placement on administrative leave without pay for up to ten (10) days. The City believes in the tenets of progressive discipline; however, certain violations may warrant discipline not in accordance with progressive discipline. Factors such as severity, frequency, consequences of the violation, and the employee's prior work and disciplinary records will be considered in determining the appropriate level of discipline.

Section 2. Just Causes for Discipline

Just Cause for discipline may include, but not be limited to the following:

- a. Repeated failure to follow job standards, policies and procedures established by the City.
- b. Being in possession of or under the influence of alcohol, legal drugs not prescribed by the employee's physician, and or illegal or scheduled substances while on duty or while on City property.
- c. Theft or willful destruction of City property.
- d. Willful falsification of employment related records or intentional misrepresentation of facts relating to job performance.
- e. Insubordination.
- f. Physically striking a co-worker, supervisor or member of the public except in self-defense.
- g. Carrying firearms into the workplace unless it is required as part of the employee's official work capacity.
- h. Disorderly conduct which interferes with the operation or management of the department or poses a serious danger to the health and safety of other employees.
- i. Repeated failure to follow work instructions.
- j. Repeated neglect of duty.
- k. Absence without notice or excuse, including lateness.
- l. Behavior including off-duty behavior, or conviction of a misdemeanor which causes or has the potential for causing discredit to the Department or the City and of eroding the public's confidence in the City, its employees and its services.
- m. Charged with or convicted of a felony under the criminal laws of the United States or any state.
- n. Threats to the safety of City personnel or property.
- o. Violation of the City Sexual Harassment Policy.
- p. Failure to treat the public and co-workers in a respectful and courteous manner.
- q. Use of sick leave for reasons other than what it is intended for; failure to notify supervisor of sick leave use and high frequency of sick leave use without corresponding documentation as to the reasons for sick leave use.
- r. Poor performance.
- s. Failure to provide good customer service to City residents and the Public.

- t. Similar conduct that in the judgment of the Supervisor, Department Director or City Manager is cause for discipline.

Section 3. Written Notice

Written notice of disciplinary action shall be given to the employee with a copy to the Human Resources Department for the employee's file. The notice shall include at a minimum the disciplinary action taken, the reasons thereof, the extent and duration of any penalty. Verbal reprimands will also be documented as this is the first step in the disciplinary process. In instances more severe than a verbal warning, written reprimand, written notice will also be provided to the union steward and the MSEA Field Director. The employee may grieve the discipline under Article 14 – Dispute Resolution Process.

Section 4. Personnel File

Two years after an incident giving rise to discipline, an employee may submit a request to Human Resources, that the incident be purged from the employee's record. Such a request shall be reviewed by a three (3) member committee composed of the City Manager or designee, Human Resources Director or designee, and a 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 14 Dispute Resolution Process

Section 1. General

This section is intended to address disputes or disagreements raised by the employee of the City in the interpretation or application of specific provisions of this contract or for discipline issues under Article 13 – Discipline/Discharge. This process encourages communication between the concerned parties as soon as the issue arises in order to resolve the problem. If this direct communication is not successful, the following procedure will be employed:

Section 2. Procedure

Step 1. The aggrieved employee and/or representative shall discuss the dispute with the employee's immediate supervisor within 10 workdays of the event or when they should have reasonably become aware of the event, which caused the grievance. The supervisor shall attempt to resolve or settle the dispute within 10 days of receiving the grievance and shall report in writing their action to the employee.

Step 2. If the grievance is not settled in Step 1, the employee and/or representative may present the dispute to their Department Director within 10 working days. The Department Director or their designee shall attempt to resolve the dispute and shall submit a decision of their action to the employee within 10 days of presentation of the issue.

Step 3. If the Department Director's action is not satisfactory to the employee, the employee and/or the representative may appeal the decision to the City Manager or his/her designee in writing within 10 working days of the decision of the Department Director. The City Manager or their designee shall consider the appeal and shall reach a

decision within 10 working days of receipt of the employee's appeal and submit their decision in writing to the employee.

Step 4. If the grievance remains unsettled at the conclusion of Step 3, either party may, within fifteen (15) working days after the reply of the City Manager was due or received, whichever first occurs, by written notice to the other, request arbitration. Upon receipt of a request for arbitration, the parties shall attempt to agree upon an arbitrator. If unable to agree upon an arbitrator within seven (7) calendar days from receipt of the request for arbitration, the arbitrator shall be selected through the American Arbitration Association (AAA) in accordance with the AAA rules in effect. The moving party shall request a list of arbitrators from the AAA within twenty (20) working days after the expiration of said seven (7) calendar days.

The AAA will be requested to submit a list of not less than seven (7) nor more than eleven (11) names (but in all cases an odd number) of possible arbitrators. Within five (5) working days from the date of receipt of said list from AAA, the parties shall confer for the purpose of selecting an arbitrator. The parties shall select the arbitrator by alternately striking one name from the list until one name remains. The right of the party to first strike a name from the list shall be determined by lot. The arbitrator whose name remains shall be appointed.

The arbitrator shall fix the time and place of the hearing, taking into consideration the convenience of the parties, and shall give at least seven (7) days' notice in writing to the parties of the time and place of the hearing. The hearing shall be informal and the rules of evidence prevailing in judicial proceedings shall not be binding. Any and all documentary evidence and other data deemed relevant by the arbitrator may be received in evidence at the hearing.

The hearing conducted by the arbitrator shall be concluded as soon as reasonably possible and the arbitrator shall make written findings and submit a written opinion as to the issues presented, a copy of which shall be mailed or otherwise delivered to the Employer and to the Union, or the respective attorneys. The decision of the arbitrator shall be final and binding upon both parties, it being clearly understood, however, that the arbitrator shall have no authority to add to, subtract from or modify this Collective Bargaining Agreement or to change or ignore the time limits, herein set forth or to waive any informality in the grievance procedure. The arbitrator may, however, change the nature of or reduce any disciplinary action. The time limits as set forth herein are of the essence in the grievance procedure and this Agreement.

The Employer and the Union shall bear the fees and the expenses of the arbitrator equally. However, each party shall be responsible for compensating its own representatives and witnesses. Should the Union or the Employer find it necessary to postpone or cancel a scheduled hearing and such cancellation or postponement results in payment of the arbitrator's fee, said fee shall be paid in its entirety by the party that requested cancellation or postponement unless they mutually agree to share such costs. If either party desires a verbatim record of the proceedings, it may cause such a record to be

made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

Working days shall be defined as calendar days exclusive of Saturdays, Sundays and full-day holidays.

Article 15 Holidays

Article 15 Holidays

All regular full-time employees shall be entitled to the following paid holidays:

- New Years Day
- Martin Luther King's Birthday
- President's Day
- Patriot's Day
- Memorial Day
- Juneteenth Holiday
- Independence Day
- Labor Day
- Indigenous Peoples' Day
- Veteran's Day
- Thanksgiving Day
- The day following Thanksgiving Day
- Christmas

When the holiday falls on a Saturday, the employee shall have off the preceding Friday. When the holiday falls upon a Sunday, the employee shall have the succeeding Monday off. A regular part-time employee shall be entitled to the above holidays and will be paid in the same manner they are paid for each part-time day worked.

The Public Works Department Administrative Support Staff, Facilities Maintenance Staff and the Ice Arena Maintenance will observe the following holidays and will receive six (6) floating holidays during the fiscal year. These floating holidays must be used prior to using vacation time, within the fiscal year. If the employee does not use all the floaters and has taken no vacation time within the fiscal year, the balance will be converted to vacation time and added to the vacation accrual as long as it doesn't go over the vacation accrual maximum of 225 hours (37.5 hr) or 240 hours (40 hr).

If the employee must work on the following holidays listed for these three (3) positions, the employee will be paid for all hours at the Overtime Rate.

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

When a Recreation Specialist works on a holiday, they will be credited a Floating Holiday.

Article 16 Vacation

Section 1. Accrual

Full-Time regular employees will accrue vacation as per the following schedule:

	<u>37.5/week</u>	<u>40/week</u>
Employees with 0 through 5 yrs of service	7.5/hr/mo	8/hr/mo
Employees with 6 yrs.through 10 yrs. of service	9.5/hr/mo	10/hr/mo
Employees with 11 yrs. through 20 yrs. of service	12.5/hr/mo	13/hr/mo
Employees with more than 20 yrs. of service	13.5/hr/mo	14/hr/mo

All vacation will be accrued in hours and credited at the end of the month worked. Vacation will be used in one-quarter hour increments.

While on FMLA or extended sick leave, the employee may use accrued vacation after accrued sick leave is exhausted at a rate of at least one day per week to cover required payroll deductions. Once an active employee is off payroll, they will stop accruing vacation. Once an active employee is back on payroll, they will commence to accrue vacation hours.

Section 2. Notice

It is preferred that employees give two weeks advanced notice of intent to take vacation time on vacation request forms. However, employees must request vacation time at least 72 hours in advance of the time off. The Department Director may waive the 72-hour advanced notice in the event of an emergency or other extenuating circumstances. Scheduling and/or approval of vacation leave is the responsibility of the Department Director who shall consider the workload of the department other vacancies and will ensure that vacations do not significantly interfere with the efficiency of the department. The City retains the right to approve, deny, schedule and cancel all vacations.

Section 3. Maximum Accrual

Vacations may accrue from year to year up to a maximum of 30 days (225 hours for employees working 37.5 hrs. per week; 240 hours for employees working 40 hours per week). Any vacation accrued above 30 days will be forfeited and will not be available to the employee either in cash or time off.

Permanent part-time employees shall be entitled to the same vacation schedule as full-time employees but will be compensated for each part-time day worked.

Article 17 Sick Leave

Section 1. Sick Leave Accrual

The City recognizes that from time to time, employees may be absent as a result of their own illness or injury or that of immediate family members. Therefore, each regular employee is provided with paid leave to accommodate periods of illness or injury.

Each regular employee shall be entitled to accrue one day of paid sick leave per month, beginning with the date of employment. Employees working 37.5 hours per week will accrue 7.5 hours per month. Employees working 40 hours per week will accrue 8 hours per month.

A regular part-time employee shall be entitled to the same sick leave accrual as full-time regular employees but shall be compensated for each sick day as they are compensated for each part-time workday.

Section 2. Maximum Accrual

Accrued sick leave may accrue from one year to the next up to a maximum of 160 days (1200 hours for employees working 37.5 hours per week and 1280 hours for employees working 40 hours per week). Any accrued time in excess of 160 days will be forfeited and will not be cashed out or used as time off.

Sick leave will accrue as long as the employee is in pay status (whether this is extended sick leave, vacation leave, FMLA or receiving full pay in lieu of workers compensation benefits). The employee will not accrue monthly sick leave once they are no longer on payroll.

Section 3. Sick Leave Use

The employee must use accrued sick leave for actual personal illness or injury of the employee or the employee's immediate family. For purposes of this section, immediate family shall mean spouse, domestic partner, child, stepchild, parent(s), spouse (partner) parents, or other persons living in the person's household. Each hour the employee is out due to a personal or immediate family illness or accident will be charged against the employee's accrued sick leave. If the employee has no accrued sick leave, then he/she will receive no pay for those hours.

Except as provided in this section, an employee absent on sick leave must utilize accumulated sick leave for every day absent until they return to work or the sick leave is exhausted. Those whose absence is covered by the MMHET Income Protection Plan or MSEA SEIU Income Protection Plan shall have the option of using partial sick leave **after being on paid sick leave for a period of four weeks or when sick leave is exhausted**. The employee must notify the Department Office Staff and the Human Resources Department within 24 hours of their intent to use partial sick leave. After the four weeks the employee must use at least two (2) sick days per week to cover all weekly deductions including health insurance cost share, employee premiums for life insurance, dental insurance, income protection, cafeteria benefit plan, retirement, ICMA loans, child support and similar deductions.

An employee absent due to illness or injury must report that fact to his or her supervisor at the beginning of the workday. An employee on extended sick leave (one week or more) will be asked to regularly provide certification from their physician that they continues to be disabled and is unable to do their regular job.

Misuse or abuse of sick leave will be just cause for discipline, as per Article 13. Discipline/Discharge. The following may be considered misuse or abuse of sick leave:

- Pattern of calling in sick the day before or after a vacation day or holiday;

- Pattern of using sick days on Monday or Fridays;
- High frequency of using single day of sick leave without corresponding medical documentation;
- Use of sick leave on days that correspond to an undesirable work assignment;
- Use of a sick day soon as it is earned;
- Similar patterns of sick leave usage; and
- Long term employees who have little to no accrued sick leave and who have had no documented FMLA leave.

Employees who accumulate two (2) or more absences in a pattern on a day before or after a holiday or scheduled vacation leave, in a calendar year, will be counseled by their supervisor, before any progressive discipline is administered. Following the counseling session, any future absences that exhibit a pattern will be subject to progressive discipline as defined by the Collective Bargaining agreement. Any medical expense for obtaining a doctor's statement will be borne by the employee unless it is required by the employer.

Section 4. Sick Leave Conversion

Employees who are at the sick leave maximum may exchange three sick days (three consecutive months of not using sick leave) for one vacation day. This sick leave conversion day may not exceed the 30-day vacation cap.

Employees may convert up to three (3) sick leave days per year for use as personal days. Employees shall be required to provide notice consistent with department practices for use of vacation time. Use of sick leave for personal days is non-cumulative and may not be carried forward into the next fiscal year. Conversion of sick leave to personal days provided under this section shall be for use as paid and shall not be eligible for cash out or other monetary distribution. The conversion of time to personal days must be completed prior to requesting the personal time off.

Section 5. Exhaustion of Accrued Sick Leave

Once all sick leave is exhausted, the employee may, upon request in writing, opt to use their personal day, accrued vacation time, or compensatory time if available.

When all leave has been utilized by an employee on sick leave, salary payments to the employee, including holiday pay, shall cease immediately. The City will continue to pay the employer's cost share for the employee's (and family's if applicable) health insurance coverage as provided to all other similarly situated employees for up to two months, or for the balance, if any, of the period required by the Family Medical Leave Act if the employee is on Family Medical Leave.

During this time, the employee must continue to pay their cost share of the health insurance premium. At the end of the two-month period, if the employee has not returned to work, they will have the option of continuing health insurance coverage at their own expense directly through the health provider as per federal COBRA regulations pertaining to health

insurance coverage, unless the Family Medical Leave Act or other applicable law provides otherwise.

It is the responsibility of the employee to coordinate with the Human Resources Department and the Financial Services Department the payment of the health insurance premiums as well as any other payroll deductions.

Section 6. Return to Work

After any extended sick leave, which is considered to be one calendar week or more, it may be required by the Department Director that the absent employee obtain a physician's statement, at the employee's expense, indicating that they are physically capable of returning to regular duty. The City reserves the right to send the employee to a designated physician if there is a dispute regarding the employee's fitness to return to regular duty. In such cases, the City will pay the cost of the medical exam.

Section 7. Inability to Return to Work

If during the course of the employee's absence because of illness, the employee is determined by his treating physician to be indefinitely or permanently unable to return to the position and/or unable to perform their essential job functions with reasonable accommodations, the employee will be separated. The employee will then be entitled to cash out remaining vacation and sick leave as per the relevant sections of this collective bargaining agreement.

Section 8. Catastrophic Leave Bank

The City agrees to develop a policy for establishing a catastrophic leave bank to which employees may voluntarily donate accrued time for a serious illness of a co-worker or co-worker's immediate family.

Article 18 Paid Maternity/Paternity/Adoption Leave

A regular full-time employee who has completed at least 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 of the requested leave (or as much notice 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.

Article 19 Paid Family and Medical Leave

Paid Family and Medical Leave (PFML) Law rules and payroll withholdings will begin on May 1, 2026. The required contribution of an individual's wages per employee will be split equally between the employee and the City of Auburn. Currently, the City is under contract with a private vendor for PFML.

Article 20 Leave for Scheduled Medical Appointments

Under the following circumstances, employees may use medical leave in lieu of sick leave for routine medical exams and follow-up appointments, dental and eye care appointments, lab work, counseling, and other scheduled health related appointments:

- The appointments are two hours or less per occurrence. If the absence for a medical appointment is over two hours, the entire absence will be charged to sick leave.
- The employee may take up to four separate leaves under this section per fiscal year. Time off for appointments in excess of four per fiscal year will be deducted from accrued sick leave (if any). If the employee has no accrued sick leave, they will not receive compensation for medical leave.
- The employee will make every effort to make the appointments outside normal work hours or in such a way as to minimize the impact on work. For example, scheduling appointments at the beginning or end of the workday or during the employee's lunch hour.
- Medical Leave is for the employee, not for dependents.
- Medical Leave will be noted on the weekly time sheets.

Article 21 Personal Day

Each regular full-time or part-time employee who has completed probation will be entitled to one personal day per year to be taken before the end of the fiscal year. Personal days do not accumulate from year to year. Unused personal days will not be cashed out at separation from service.

Regular part time employees will be entitled to one personal day per year, but time off will be pro-rated based upon their normal work week.

Article 22 Building Closure due to Snowstorms or Weather Conditions

City employees have a responsibility to the public who rely on them for services. However, the City wants employees to be safe and to use their best judgment regarding travel to and from work during severe weather conditions. If conditions are such that an employee does not feel safe coming into work or remaining at work, the employee is responsible for contacting their Department Director to let them know if the employee will be late, leaving early or will not be coming to work.

It is the City of Auburn's policy to be open on business days during normal business hours. It is the exception not to open, or to close before the end of the business day. In the event that the administrative offices are closed due to severe weather, employees should sign up for Code Red Alerts to receive information. If an employee is unsure, the employee should contact the Department Director or supervisor. For employees working outside of the normal administrative office hours (Monday thru Friday 8:00 am – 4:30 pm) the Department Directors and/or designee to determine closure.

If the employee takes time off as a result of severe weather when the administrative offices are open, the time will be taken as vacation. If the City Administrative Offices are closed

for all or a portion of the day, employees will be paid as regular hours worked. If the employee is on a previously scheduled sick or vacation day during the day of a closure for severe weather, the employee will use sick leave or vacation leave as scheduled.

Article 23 Funeral/Bereavement Leave

Leaves of absence without loss of pay shall be granted to employees for bereavement or to attend a funeral. For the death of a member of the employee's immediate family to include spouse, significant other, domestic partner, child, stepchild, parent, sibling, and grandchild an employee will be granted five (5) consecutive calendar days plus reasonable travel time. For a member of the employee's extended family to include grandparent, grandparent-in-law, stepparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, and any other person living in the employee's household, the employee will be granted three (3) consecutive calendar days, plus reasonable travel time.

Special leave shall also be granted for the funeral of a fellow employee or municipal official, with time granted not to exceed one half day. For attendance at a funeral for a relative or friend not included in the category eligible for special leave, it shall be permissible, with the approval of the Department Director or their designee, to utilize sick leave for up to one day.

Article 24 Breaktime for Nursing Mothers

The City will remain compliant with the State and Federal DOL requirements. The City will provide up to an hour of paid time off once every three (3) months in the event of a device malfunctioning, requiring the employee to remedy the malfunction.

Article 25 Court Leave/Jury Duty

An employee will be granted special leave, without loss of pay if required, for jury duty or performance of other civic duty requiring appearance in court or before another public body. Court leave will not be provided to employees who are plaintiffs, or defendants or who are called as witnesses in a private, personal non-work-related lawsuit.

In order to be paid by the City for such leave, the employee must submit to the Human Resources Director the notice and schedule for jury duty or the subpoena, and the amount of compensation received for such service. Any compensation received, with the exception of mileage reimbursement, must be reimbursed to the City.

Any employee who reports for Jury Duty or court and is then excused, shall immediately contact their supervisor and report for work if requested.

Article 26 Armed Forces Reserves and National Guard Training

Employees who are members of one of the United States Military Reserve Units or the National Guard and who are required to perform field duty or training will be granted leave for reserve duty. The employee on reserve duty has the following options regarding pay on duty:

- The City will pay the difference between their regular wages and the pay received from the military while on leave or
- The employee may take accrued vacation and or compensatory time for each regularly scheduled day or shift that they are on military leave. In this case the employee may receive both vacation pay and the military reserve pay.

Article 27 Unpaid Leaves

Section 1. Family and Medical Leave Policy

The City of Auburn will grant unpaid family and medical leave to eligible employees for up to 12 weeks per 12-month period for any one or more of the following reasons:

- The birth of a child or the placement of a child with the employee for adoption or foster care (leave for this reason must be taken within the 12-month period following the child's birth or placement with the employee); or
- In order to care for an immediate family member (spouse, child, parent and for the purposes of FMLA only, domestic partner) of the employee if such immediate family member has a serious health condition; or
- The employee's own serious health condition that makes the employee unable to perform the functions of their position.

In order to be eligible, the employee must have worked for the City of Auburn for at least 12 consecutive months and at least 1250 hours prior to taking leave.

Employees may be paid through accrued sick leave, or if exhausted, through accrued compensatory time or accrued vacation leave only if the reason for the leave is a serious health condition of the employee or the employee's immediate family member. Certification of the basis for the leave must be provided 30 days prior to commencement of the leave or as much in advance as practical. Except for the first 5 days of FMLA, employees taking leave for the birth or adoption of a child will be compensated through vacation pay. If the employee does not have any accrued vacation time, the leave will be unpaid. During the first 5 business days following the birth or adoption of a child, the employee may use sick leave if the employee has accrued sick leave. Other than the first 5 days, leave for the birth or adoption of a child will be paid through accrued sick leave only if there is a serious health condition that requires leave as certified by a health care provider.

An employee on family medical leave has certain job protections and may continue to be covered under the City's group health insurance plan, life insurance plan and disability plan under the same conditions as coverage would be provided if they had been continuously employed during the leave period.

For additional information, please refer to the complete Family and Medical Leave Policy and all of the required forms.

Section 2. Family Military Leave

The Family Military Law is intended to allow employees time-off to spend with immediate family members who are going to or returning home from a deployment to areas of armed conflict.

- a. Eligibility** -- The City of Auburn will grant eligible employees up to 15 days of unpaid family military leave, upon notice and request per covered deployment. An eligible employee is any employee who has been employed by the City of Auburn for at least 12 months and for at least 1250 hours of employment during the 12 months immediately prior to the leave.
- b. Definition of covered deployment** -- A covered deployment is a deployment of:
 - Of a spouse, domestic partner, or parent of an employee;
 - Longer than 180 days;
 - Into active military or National Guard duty when the duty assignment is in a combat theater or in an area where armed conflict is taking place.

The leave must be used during the fifteen (15) days immediately before or immediately following deployment or both.

The City of Auburn will maintain the employee's benefits during the leave and restore the employee's employment (or equivalent) after the leave. The City of Auburn will not discriminate against any employee who uses or seeks to use family military leave.

Section 3. Additional Family/Medical Leave for Military Families

An employee may take 26 weeks of leave to care for a military family member who is being treated for a serious injury or illness received in the line of duty. An injury or illness is serious if the service member may no longer be able to perform his or her military duties. The employee must meet the same eligibility requirements for time worked as defined in the Family/Medical Leave policy. The employee must be the spouse, child, parent or next of kin (closest blood relative) of the injured service member. Unlike regular FMLA time, this 26 weeks does not renew every year. It may be taken only once. Leave for injured service personnel may be taken on an intermittent basis. Leave will be unpaid unless an employee has accrued sick, vacation and/or compensatory time to cover the leave period.

Section 4. Leave for Victims of Domestic Violence

In accordance with Maine Law, the City will grant an employee reasonable and necessary amount of time off from work without pay if they are a victim of domestic violence, domestic assault, sexual assault or stalking, and if they need time to:

- Prepare for or attend court hearings;
- Receive medical treatment; or
- Obtain necessary services to remedy a crisis caused by domestic violence, sexual assault or stalking.

The employee must request the leave as soon as circumstances make it clear that time off is necessary. Approval will be dependent upon (a) whether absence will create an undue hardship for the City; (b) whether leave is requested within a reasonable time, and (c) whether the requested leave is impractical, unreasonable, or unnecessary given the facts made available to the City at the time of the request.

If leave is approved, the employee will be required to first use any accrued paid vacation, and if applicable, sick time before taking unpaid leave. The employee will not be discriminated against for taking or asking for leave.

Section 5. Authorized leave of Absence

A regular employee may be granted a leave of absence without pay by the City Manager on recommendation of the Department Director, with such leave not to exceed one year in length. For purposes of this section, an Authorized 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 may not be occasioned by illness, accident, physical or mental incapacity. Examples of leave of absence include pursuing educational or specialized training opportunities, travel, or public service.

The granting of leave shall protect the employee's existing continuous service before the start of the leave of absence but shall not count as service time. Vacation, sick leave, and personal days will not accrue while the employee is on a leave of absence. Neither shall the employee receive regular wages or holiday pay. The employee will pay the full cost of his/her health insurance and other benefits while on leave of absence.

Article 28 Return to Active Military Leave

In the event that an employee returns to active military duty, their pay from the City of Auburn will cease. The employee's rights for various benefits provided by the City of Auburn will be determined by the benefits provider. Military leave and rights to re-employment after such leave are available to employees in accordance with the Uniformed Services Employment and Re-Employment Rights Act (USERRA) and other applicable federal and state laws. Any employee returning to employment with the City of Auburn within the time frame established by applicable laws will be restored to their previous position or a similar one with no loss of seniority or pay and accorded any other benefits provided by applicable law.

Article 29 Termination from Employment

Absence from employment in excess of one year for any reason with the exception of enrollment in or return to active military duty shall normally be cause for termination unless the City Manager or their designee extends such period.

Article 30 Health Insurance

Section 1. Coverage

The City will make available to all regular employees and their dependents (as defined by the Maine Municipal Employees Health Trust) medical insurance through the Maine Municipal Employees Health Trust.

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 benefit meets the basic health insurance needs of the employees.

Section 2. Cost Share

Effective January 1, 2014, employees participating in the City's Health Promotion Plan will pay 15% of the monthly insurance premiums based upon the Katahdin Plan through Maine Municipal Employees Health Trust. Employees opting into the Acadia Plan will pay the difference in the increased cost share between the Acadia Plan and the Katahdin Plan.

Part-time regular (non-seasonal) employees working a minimum of 20 hours per work are eligible for the single subscriber coverage offered by the City. Part-time employees may, at their own expense, elect to provide coverage for their dependents as defined by the insurance carrier.

Effective July 1, 2026, the City will implement a Health Reimbursement Account (HRA) for use toward deductibles and co-insurance in the amount of \$1000/year for Single subscribers and \$2,000 for Family and Employee plus Child(ren) subscribers for employees who participate in the Katahdin Plan. Unused money in the HRA rolls over from year to year and each fiscal year the City will refund each account up to the \$1000 and \$2000 maximums.

Section 3. Cost Containment

In order to provide a good as well as affordable health insurance plan, the City reserves the right to institute cost containment measures 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 certain surgeries, hospital pre-admission and continuing admission review, primary care physician's referral to specialists, and mandatory out-patient surgery for certain designated surgical procedures.

Section 4. Terms of Insurance

The extent of coverage under the insurance policies (including HMO, self-insured plans, group life insurance and disability plans) referred to in the Employee Handbook shall be governed by the terms and conditions set forth in said policies and plans. Any questions or disputes concerning insurance policies or terms and conditions set forth in these policies or plans shall not be subject to a grievance. 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.

Complete details of plan benefits are provided each employee in a booklet furnished by the Maine Municipal Employees Health Trust at the time the employee enrolls in the health insurance plan.

Section 5. Payments to Employees who Waive Health Insurance Coverage

The City offers an incentive to employees known as the “Health Insurance Waiver Program”. This is available to regular employees who do not need coverage under the City’s health insurance plan because they have coverage through a spouse, domestic partner, second employer or the military. The City provides monthly payments to employees who drop all or a portion of their health insurance with the City so they can be covered by other insurance available to them. This saves the City money, provides additional compensation to the employee, eliminates, or reduces the weekly health insurance cost share and ensures that the employee and his/her family continue to receive health insurance.

Any employee waiving full or partial coverage for which they would be otherwise eligible shall be paid according to the following conditions.

- Any employee eligible for full family coverage or single coverage and who elects to waive health insurance coverage shall receive an amount equal to four (4) months of health insurance premiums based upon the Katahdin premiums. The health insurance waiver payment calculations are based upon at least six (6) members of the bargaining unit waiving full or partial coverage with the City. If the number of members waiving health insurance coverage falls below six (6), the formula will revert back to three (3) months of health insurance waiver payments.
- An employee who is eligible for a full family plan but opts to take either a “single parent plan” or a “single” plan shall receive an amount equal to four (4) months of the difference in premiums between the plan for which they are eligible and the plan they opt to take.
- Employees who are married to other City employees and are covered as dependents under their spouse’s plan shall be eligible for an amount equal to four (4) months of insurance premiums at the single rate.
- The payments in lieu of health insurance shall be based on the premiums in effect the month the premiums are paid.
- The annual amount will be divided by twelve (12) and paid out each month.
- If the employee wishes to be reinstated on the health insurance policy or change his/her coverage from a single plan or a single parent plan (if they would otherwise be eligible for full coverage) they may do so as long as they follow the insurance carrier’s requirements for annual open enrollment or portability of coverage.
- In order to receive payment for waiving health insurance coverage or to be reinstated on the health insurance plan, the employee must submit written notice to the Human Resources Director and provide proof that the employee and/or their family has health insurance coverage through another carrier. Discontinuance of health insurance or reinstatement of coverage will be effective the first day of the following month in which written notice has been received.

Article 31 Cafeteria Plan

Effective July 1, 2014, the City will contribute for each full-time regular employee \$750 annually to the Cafeteria Benefit Plan. Employees will contribute a minimum of \$150, through payroll deduction to the Plan. In addition, employees may allocate up to four (4) days of accrued sick or vacation time into the Cafeteria Benefit Plan. Employees may sell sick time into the plan, as long as they have at least 75 hours of sick time in their accrual bank. Employees may purchase up to four (4) days of vacation time, as long as their vacation accrual balance is 150 hours or less.

Total contributions, including employer and employee contributions, may not exceed the maximum rules established by the IRS for flex spending accounts. Reimbursements must be in accordance with the rules of the Cafeteria Benefit Plan and be in compliance with all applicable IRS regulations.

Article 32 Life Insurance

Each employee eligible for or enrolled in the health insurance plan offered by the Maine Municipal Employees Health Trust is also eligible for term life insurance based upon their base annual salary. There is no cost to the employee for this basic life insurance. The employee may purchase life insurance for dependents and additional supplemental life insurance up to three times their annual salary at the employee's expense. Forms and plan description are available through Maine Municipal Employees Health Trust or from the Human Resources Department.

The City reserves the right to change or offer alternative insurance plans as it deems appropriate so long as the new or alternate coverage meets the basic life insurance needs of the employees.

Article 33 Short Term Disability

The City makes available a short-term disability plan through the Maine Municipal Employees Health Trust. This plan is called the Income Protection Plan. Employees may elect a monthly benefit equaling 40%, 55% or 70% of the employee's base annual salary. The maximum benefit is \$1,000 per week. This plan covers accidents and illnesses. The employee pays the full cost of this benefit plan.

A complete plan description including definition of covered employees, length of disability benefit, partial benefits, etc. is found in the plan description available through MMEHT and the Human Resources Department.

The City reserves the right to change or offer alternative insurance plans as it deems appropriate.

Article 34 Retirement Plans

The City will make available to all employees in the bargaining unit the option of joining either the Maine Public Employees Retirement System (MePERS) or the International City Managers Association Retirement Corporation (ICMA RC) 401 (a) Money Purchase Plan.

Section 1. Maine Public Employees Retirement System

This is a defined benefit plan which provides a one-half pension for participants with 25 years of service and who meet normal minimum retirement age as established by MePERS. The decision to join or not to join MePERS is irrevocable. All provisions of the plan are established and governed by the Maine Public Employees Retirement System statutes and pursuant regulations.

Section 2. ICMA Retirement Corporation 401 (a) Money Purchase Plan

This is a defined contribution plan based upon a 5% pre-tax contribution from the employee and a 6% match from the City.

Once the employee opts into the ICMA RC 401 (a) plan, the decision is irrevocable. All the provisions of the plan are governed by the IRS and ICMA RC regulations.

Section 3. Supplemental Retirement Plans

The City provides supplemental retirement options through ICMA/ These include a 457 Deferred Compensation Plan and Roth IRA's. All provisions of the plan are governed by the IRS and ICMA RC regulations.

Article 35 Benefits Due upon Separation from Service

Section 1. Vacation

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 period required. The payment shall be in one lump sum. Computation of the value of vacation leave cashout shall be determined by the most recent hourly wage.

Section 2. Sick Leave

One half of accumulated sick leave, up to a maximum of 75 days (562.5 hours if the employee works a 7.5 hour day or 600 hours if the employee works an 8 hour day) shall be paid upon separation with twelve years of service, or upon death to the employee's beneficiary. The computation is determined in the same manner as with the vacation leave cash-out.

One half of accumulated sick leave, up to a maximum of 80 days (600 hours if the employee works a 7.5 hour day or 640 hours if the employee works an 8 hour day) shall be paid upon separation with 25 years of service or more, or upon death to the employee's beneficiary. The computation is determined in the same manner as with the vacation leave cash-out.

Section 3. Compensatory Time

Any unused compensatory time will be paid out to the employee upon separation of employment at the employee's regular hourly rate at time of separation from Service.

Article 36 Savings and Separability Clause

If any provisions of the contract are proven to be invalid, the validity of the remaining provisions of the contract shall not be affected thereby. If the application of the contract or any of its provisions to any persons or circumstances is held invalid, the application of the contract and its provisions to other persons or circumstances shall not be affected thereby.

In the event any provision of this Agreement is determined to be void or to conflict with any law, rule, or regulation, the Agreement shall be opened up for negotiations limited to the subject of the provision declared to be invalid.

Article 37 Posting for Vacancies

All vacant positions will be posted in-house as well as to the general public. The City will consider experience, qualifications, education, training and past performance of all candidates when making a decision as to the most suitable candidate for the vacancy. A more qualified external candidate will be hired over a less qualified internal candidate.

Article 38 Lay-off

The City and the Union agree that promotional opportunities and transfers will be made on the basis of performance, skills, abilities, experience, customer service and similar requirements of the position. Seniority will be considered if the City decides to eliminate one or more employees in the same classification; the most junior person in that classification will be removed, so long as the two employees are deemed to be equally qualified for the position, in the discretion of the City Manager.

In the event of a lay-off or reduction in workforce, the City agrees to identify two positions within the Position Classification and Pay Plan into which any employee subject to a lay-off may be bumped. For members in either the Professional/Technical or the Administrative Support categories, this position will be the Information Assistant. The Information Assistant with the least seniority will be bumped from that position. In the event of a lay-off of any member in the Maintenance category, the position will be the Ice Arena Worker. The employee subject to the lay-off must possess all of the skills, abilities, certifications, in order to bump into either of these positions.

In the event it is necessary to lay-off members of the bargaining unit, the City will provide, if feasible, a two-week notice. Any employee who has been subject to a lay-off has the right to apply for future vacancies.

Article 39 Check Off/Union Security

Section 1. Union Membership

1. The City will notify MSEA when a new MSEA employee is hired within 30 days of the employee's employment.

2. Membership in MSEA-SEIU is not a condition of employment with the City.
3. The right to join MSEA-SEIU shall be determined by the Union's own Constitution and Bylaws.
4. Employees in positions covered by this Agreement may become members in MSEA-SEIU or drop their membership at any time by providing a written request to MSEA-SEIU.
5. MSEA-SEIU is solely responsible for processing any change to membership status. Employees may start or eliminate their payroll deduction for MSEA-SEIU dues at any time by notifying the City of Auburn finance department.
6. MSEA-SEIU shall promptly notify the City of any validly executed membership application or request to drop membership.
7. It may take up to four (4) weeks to process a validly executed membership application or request to drop membership.

Section 2. Orientation

The Union shall be entitled to thirty minutes to orient a new employee to the Union without loss of pay. The Union Steward and/or MSEA-SEIU Local 1989 shall coordinate with the Employer on the time and location of the Union Orientation. The orientation should be done at the start or at the end of the business day.

Section 3. Payroll Deduction

1. MSEA-SEIU shall have exclusive rights to payroll deduction of membership dues, and premiums for current MSEA-SEIU sponsored insurance programs. Deductions for other programs may be mutually agreed to by the parties.
2. The City of Auburn agrees to deduct MSEA-SEIU membership dues and insurance premiums from the pay of those employees, who execute a revocable written authorization for such payroll deductions, including electronic authorizations executed in accordance with Maine's Electronic Signature law, 10 M.R.S. §9407.
3. Employees who have already authorized such deductions shall not be required to submit new authorizations upon the execution of this Agreement.
4. Employees who wish to eliminate payroll deduction for membership dues must tender their dues directly to MSEA-SEIU.
5. In order to change status and/or eliminate or change any payroll deduction option, the employee must provide written notice to both MSEA-SEIU and the employee's Finance Department. Shall promptly notify one another of a requested change, providing identifying information regarding the employee who made the request. It may take up to four weeks for the requested change to take effect.

Section 4. Indemnification

MSEA-SEIU shall indemnify and hold the City of Auburn harmless against any and all claims, suits, orders or judgments brought or issued against the State as the result of the action taken or not taken by the City of Auburn under the provisions of this Article.

Article 40 Union Representatives

Section 1. Union Committee

The City recognizes the right of the Union to designate a Union Committee composed of three (3) Representatives and up to three (3) alternates for the purpose of investigating and presenting grievances under this Agreement. The Union will furnish the City with the names of the authorized Union Representatives and the alternates and shall notify the City of Auburn in writing of any changes thereto.

Section 2. Pay for Union Representatives

If the City requires the presence of a Union Representative during working hours, the Union Representative shall not lose pay as a result. Union Representatives shall obtain the permission of their supervisor before investigating or handling any grievances during work hours and such permission shall not be unreasonably denied. When the City permits the Union Representative to investigate or handle grievances during work hours, the Union Representative will be on the clock. Union Representatives or alternates will be not compensated from the City of Auburn for any time spent beyond normal work hours to meet with employees, to investigate or handle grievances or attend grievance meetings.

Section 3. Access to City Facilities

Upon reasonable notice to the City Manager or their designee, the City will grant designated Union officers and/or Field Directors access to the City facilities during working hours, within limitations set out below, to discuss grievances or problems arising out of this Agreement with bargaining unit employees or management. Such visits shall not interfere with any employee's work or work assignments. Permission to meet with employees shall not be unreasonably denied. When the City of Auburn permits a Union Representative to meet with a designated Union Officer or Field Director during work hours, the Union Representative will be on the clock.

Section 4: Contract Negotiations

Leave for Negotiations Members of the MSEA-SEIU bargaining team (whose numbers shall not exceed three members (3) and one (1) alternate, shall suffer no loss in pay or benefits for participation in negotiations for a successor Agreement during normal core business hours. Additionally, leave may be requested for other members necessary for participation on specific negotiations issues and such leave shall not be unreasonably denied. MSEA-SEIU shall give reasonable notice to the Director of Human Resources of the names of those bargaining team members who will be attending particular bargaining sessions. MSEA-SEIU recognizes that exceptional circumstances might preclude the release of an individual on a particular day. The Director of Human Resources will notify affected departments of those individuals designated or otherwise requested to be made available on particular dates for participation in negotiations and will inform those departments of the day, or days, when negotiations will take place. No

additional compensation shall be paid if negotiations extend beyond the end of an employee's normal work hours. However, a good faith effort shall be made to schedule non-standard workweek employees so that their days off shall not fall on days of negotiations.

Article 41 Labor/Management Committee

In the interest of sound relations, a joint committee composed of no more than six (6) members may convene from time to time but no less than twice yearly for the purpose of discussing areas of mutual concern. Neither "Management" nor the "Union" shall appoint no more than three (3) members, but may appoint less than three if desired. It shall be the express purpose of the committee to build and maintain a climate of mutual understanding and respect in the solution of common problems.

Article 42 Duration

This contract will be effective from July 1, 2026 through June 30, 2029.

Signatures

Signature, City Manager

Signature, MSEA-SEIU Field Director

Witness

Witness

Date

Date

Attachment A - MSEA Position Classification and Pay Plan

MSEA CLASSIFICATIONS/GRADES	FY27 4% COLA - 7/1/26 MSEA		
POSITION/GRADE	Min Rates	Max Rates	Hrs/Wk
1			
	15.10	20.13	
No Positions Assigned	30,712.50	39,244.84	37.5
2			
	16.14	23.31	
No Positions Assigned	31,470.08	45,462.69	37.5
3			
	17.15	24.96	
Building Maintenance Tech	33,435.68	48,678.08	37.5
Ice Arena Maintenance Worker			
Parking Enforcement Officer			
4			
	18.44	26.87	
No Positions Assigned	35,954.10	52,404.53	37.5
5			
	19.48	28.44	
Information Assistant	37,981.13	55,449.58	37.5
6			
	20.58	30.05	
No Positions Assigned	40,131.00	58,601.09	37.5
7			
	21.92	32.07	
Administrative Assistant	42,751.80	62,540.48	37.5
Fire/EMS Support Admin Assistant			
Planning Assistant			
Support Services Technician - Police			
8			
	23.39	34.25	
Appraiser	45,618.30	66,777.98	37.5
Assistant Clerk (was Tax Assistant)			
Recreation Specialist			
Senior GA Eligibility Specialist			
9			
	24.97	36.75	
Court Officer	48,689.55	71,654.31	37.5
Office Manager			
10			
	26.65	39.32	
Lead Program Coordinator	55,429.92	81,791.67	37.5
11			
	29.14	42.11	
Codes Officer - Sanitation	56,818.13	82,109.66	37.5
IT Technician			
12			
	29.78	44.20	
Codes Officer - Building & Plumbing	58,067.10	86,198.11	37.5
13			
	31.22	46.41	
Electrician	64,930.32	96,532.80	40
14			
	32.73	48.71	
City Electrician	63,820.58	94,992.53	37.5
Crime Analyst/GIS Coordinator	68,075.28	101,325.37	40
Economic Development Specialist			

Attachment B: City of Auburn Health Promotion Program

In recognition of the changing environment in which we all live, the City is commencing a long-term health promotion and health care management program to benefit all employees. The goals of the program are:

- Will prevent disease by rewarding employees for healthy behaviors.
- To over time, positively affect the rate of health insurance premiums paid by City of Auburn and its employees.

Although some contracts and employment policies may require participation for an increased health insurance cost share by the City, all employees are strongly encouraged to participate. To ensure that everyone can take advantage of this new benefit, the Health Promotion program is open to all employees regardless of whether or not they are covered by the City's health insurance plan.

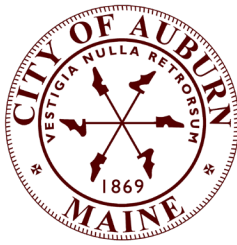
There are five components to the Health Promotion Program:

1. Annual Physical. An active working relationship with an individual's primary care physician is the first step towards a proactive stance towards healthcare. Every employee and all dependents should participate in an annual physical with their primary care physician. Paid annual exams are included in the City's health insurance plan and by most other group health plans. The City expects that at a minimum, the annual exam will include a review of family history and risk factors; screening for heart conditions, cancer, high cholesterol, high blood pressure, and diabetes; routine blood work; and diagnostic testing based upon the individual's age, gender and medical condition.
2. Health Risk Analysis. Every employee participating in the health promotion program will take a health risk analysis. The health educator and the employee will explore any health risks identified in the analysis and establish individual goals. Health risks analysis are completely confidential and the individual results will not be shared with any city official.
3. Employee Best Efforts: Employees will make their best effort towards reaching the goals established by them and the health care educator. This will include individual behavior modification, education sessions, keeping appointments with physicians and the health care educator and eventually goal achievement.

4. Periodic Follow-ups with the Health Educator. The employee and the Health Educator will meet as needed throughout the year to discuss health risks and obstacles to achieving positive lifestyle changes. The more severe the health risk identified, the more frequently the employee and the educator will meet. Employees with fewer or less severe health risks may meet less frequently, but every employee and spouse will have follow-up meetings. The initial health risk analysis and follow-up meetings will be conducted at Auburn Hall or the employee's worksite.
5. Health Education. Throughout the year a series of health and prevention oriented education sessions will be held. The results of the health risk analysis will provide some ideas for the health education sessions. The health education will be provided on site, and may vary from department to department depending on identified needs. Employees will need to participate in at least six health sessions annually.

The City has engaged the services of YMCA of Auburn to conduct the health risk assessments and to assist with the health education sessions

The Wellness Team will continue to play a key role in promoting health and well being in the workplace. The Wellness Team will recommend health related programs and serve as an information conduit back to departments. In recognition of additional work and responsibilities, the Wellness Team is being broadened its membership to include representation from all the city departments. The Wellness Team is already working on the health promotion program by holding the logo contest and planning the health promotion kick off event. The wellness team will be an integral player in the long term management of the health promotion plan and additional incentive and support programs.



ORDER 84-09212026

City Council Order

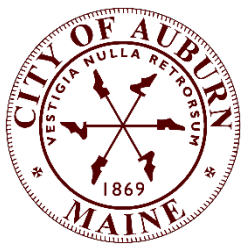
IN CITY COUNCIL

Ordered, ORDERED, that the City Council hereby authorizes the City Manager to execute the Collective Bargaining Agreement with the Maine State Employees Association-Service Employees International Union local 1989 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: September 21, 2026

ORDER 85-09212026

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 covering 07/01/2026 to 06/30/2029

Information:

The following is a summary of the changes:

- FY 26 4% market adjustment on wage scale effective 7/1/26; 1/1/27 Cola 3%; FY 27 Cola 4% on 7/1/27 and FY 28 Cola 4% on 7/1/28;
- Added Paid Family Medical Leave language;
- New language on bereavement leave;
- New language on OT and on-call duties;
- Comp time bank maximum increase;
- New Parks/Laborer wage scale
- Moving Inventory Tech position from this 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 Resolve.

Previous Meetings and History:

City Manager Comments:

Phillip Crowell Jr.

I concur with the recommendation. Signature: _____

Attachments: Teamsters Local 340 Collective Bargaining Agreement, ORDER

AGREEMENT
BETWEEN
CITY OF AUBURN
AND
TEAMSTERS LOCAL UNION #340

FOR THE
AUBURN PUBLIC WORKS DEPARTMENT

July 1, 2026 to June 30, 2029



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CITY OF AUBURN

Teamsters Local Union #340

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CITY OF AUBURN

Teamsters Local Union #340

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Collective Bargaining Agreement

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

ARTICLE 1 - PREAMBLE

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

ARTICLE 2 - RECOGNITION

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

- Arborist
- Assistant Arborist
- Building/ Maintenance Repair Technician
- Building Maintenance Person
- Equipment Operator I
- Equipment Operator II
- Parks Maintenance

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 Services, 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 Services 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 work week or hours, overtime shall be calculated after the daily work shift or forty (40) hours, whichever is appropriate. A lunch break of twenty (20) minutes shall be granted to all Employees. The City will not relieve a person of normal duties because of overtime worked, unless requested by the Employee.

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 Services Supervisors or their designee.

The City reserves the right to establish on call duty assignments throughout the year as needed. Employees who wish to be included on the weekly on call list must sign up on the On Call Roster, which management will use to schedule two employees for on call duty each week. If no employees sign up for the On Call Roster, management will assign on call duties until



sufficient staffing needs are met. Each year, the weekly On Call Roster schedule will be completed and shared with all affected employees. Employees may exchange weekly on call assignments with other eligible employees, provided the exchange is approved by the On Call Supervisor. Employees assigned on call duty must remain available and able to report to work within forty five minutes of a call in to perform maintenance, repairs, inspections, or other assigned duties. The on call duty period will begin each Monday at 7:00 a.m. and conclude the following Monday at 7:00 a.m. Employees assigned on call duty will be paid three hours at the overtime rate for the week they are on call and will receive any applicable callback compensation as defined in Article 11, Section 3 of this Agreement.

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). 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 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 Services Department who are members of the bargaining unit shall be paid in accordance with the attached wage and position classification schedules by respective fiscal years 2027, 2028, 2029. The wage schedule for FY2027 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(U).

Section 3 - Acting Pay

Employees who are assigned to work in a position in a higher pay classification shall be paid the starting pay of that classification or 5% above their regular hourly rate, whichever is greater for the time spent working in that position. The provisions of this section shall not apply when an Employee has not been assigned to the higher position or for bona-fide training, mandatory or voluntary.

A third shift may be established at the discretion of the Director of Public Works. Employees assigned to second shift will receive a 5% shift differential pay on to their base hourly wage rate. Employees assigned to third shift will receive a 10% shift differential pay on to their 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 Plan to the Katahdin, 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 – City Arborist Pay

The designated City Arborist will receive a total of 1.5% added into their base wages.

Section 7 – Longevity Bonus for Grandfathered Equipment Operator 2

Employees who have reached the top step in their respective classification, will continue to receive the COLA for each year of this Agreement, but will not receive further step increases. In lieu of additional step increases, these Employees will receive a \$200 longevity bonus annually, to be paid in a lump sum on the anniversary of their date of hire.

Section 8– 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.

Section 9 - CDL-A

Any employee that has or achieves a Class A license shall be entitled to a \$.15 stipend. Said employees with a Class A license stipend shall no longer be entitled to out of class pay for use of the Class A license.



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. 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. The hours of the floater will be equivalent to the day it is used, with at least one floater for a 10 hour day to be used during the 4 day work week. 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 (30) days or six (6) workweeks. Accumulated vacation leave, subject to the maximum allowed, shall be paid to an Employee



upon separation after six months employment or upon death, with no minimum employment, to his or her beneficiary. The payment shall be made in one lump sum. Computation of the value of each day paid shall be determined by dividing the most recent weekly salary by five.

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

Vacation utilization authorized shall not exceed the balance available to the Employee by more than one (1) day. With the permission of the Director of Public Works or designee an Employee may be allowed to "borrow" one day's leave in advance but at no time may an Employee "owe" the City more than one (1) vacation day.

ARTICLE 15 - SICK LEAVE

Section 1 - Purpose

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

Section 2 - Accrual and Use

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

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 Services or designee. Employees, who have not reached the maximum sick leave accumulation, shall be granted one (1) vacation day upon the completion of three (3) consecutive months without using sick leave. For the purposes of this section the three (3) month periods are established as follows; 1 – (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 and Medical Leave

The Maine Paid Family and Medical Leave (PFML) Law rules and payroll withholdings will begin on May 1, 2026. The required contribution of an individual's wages per employee 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:

FY2027-2029 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 KatahdinPlan 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 Human Resources Department 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 Services 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.

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

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 Drivers License

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



Section 4 – Additional Certifications

Employees may obtain additional State of Maine licenses/endorsements and receive an annual bonus. All such certifications must meet the following conditions:

- a. The certifications and/or licenses must not be required by the current employee's job description.
- b. The certifications and/or licenses must be reasonable 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 certifications and/or licenses (annually) in order to receive the specified bonus.
- d. No bonus shall be paid for certifications, 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 prior before being eligible for any bonus

For each State of Maine license/endorsement (listed below), earned and maintained, the Employee shall receive:

Class A License (State of Maine)- \$.15/hr stipend

Class B License (State of Maine)-Parks Maintenance- \$.15/hr stipend

Only one \$.15/hr stipend per license will be given for licensure.

An updated list of stipends and certifications will be kept by the Public Works Director to review yearly. The Public Works Director will entertain additional stipends and certifications when employees bring possible changes to the current list.

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

All Employees who are certified and assigned as a Driver Trainer will receive 1.5% added to their base wages.

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.



CITY OF AUBURN

Teamsters Local Union #340

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

CITY OF AUBURN

TEAMSTERS LOCAL
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

By: Walter Reynolds
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 care issues.



CITY OF AUBURN

Teamsters Local Union #340

July 1, 2026 to December 31, 2026

Market Adj

1.04

Equipment Operator I, Arborist, Bldg. Maint. Tech. I, Inventory Tech., Stock Room Attendant												
Step	1	2	3	4	5	6	7	8	9	10	11	12
Annual	\$49,515.65	\$51,001.12	\$52,531.15	\$54,107.09	\$55,730.30	\$57,402.21	\$59,124.27	\$60,898.00	\$62,724.94	\$64,606.69	\$66,544.89	\$68,541.24
Weekly	\$952.22	\$980.79	\$1,010.21	\$1,040.52	\$1,071.74	\$1,103.89	\$1,137.01	\$1,171.12	\$1,206.25	\$1,242.44	\$1,279.71	\$1,318.10
Hourly	\$23.81	\$24.52	\$25.26	\$26.01	\$26.79	\$27.60	\$28.43	\$29.28	\$30.16	\$31.06	\$31.99	\$32.95

Equipment Operator II (Incl. 2nd & 3rd shift), Arborist Assistant										
Step	1	2	3	4	5	6	7	8	9	10
Annual	\$46,737.60	\$48,139.73	\$49,583.92	\$51,071.44	\$52,603.58	\$54,181.69	\$55,807.14	\$57,481.35	\$59,205.79	\$60,981.97
Weekly	\$898.80	\$925.76	\$953.54	\$982.14	\$1,011.61	\$1,041.96	\$1,073.21	\$1,105.41	\$1,138.57	\$1,172.73
Hourly	\$22.47	\$23.14	\$23.84	\$24.55	\$25.29	\$26.05	\$26.83	\$27.64	\$28.46	\$29.32

Parks/Laborer					
Step	1	2	3	4	5
Annual	\$44,428.80	\$45,760.00	\$47,132.80	\$48,547.20	\$50,003.20
Weekly	\$854.40	\$880.00	\$906.40	\$933.60	\$961.60
Hourly	\$21.36	\$22.00	\$22.66	\$23.34	\$24.04

January 1, 2027 to June 30, 2027

COLA

1.03

Equipment Operator I, Arborist, Bldg. Maint. Tech. I, Inventory Tech., Stock Room Attendant												
Step	1	2	3	4	5	6	7	8	9	10	11	12
Annual	\$51,001.12	\$52,531.15	\$54,107.09	\$55,730.30	\$57,402.21	\$59,124.27	\$60,898.00	\$62,724.94	\$64,606.69	\$66,544.89	\$68,541.24	\$70,597.47
Weekly	\$980.79	\$1,010.21	\$1,040.52	\$1,071.74	\$1,103.89	\$1,137.01	\$1,171.12	\$1,206.25	\$1,242.44	\$1,279.71	\$1,318.10	\$1,357.64
Hourly	\$24.52	\$25.26	\$26.01	\$26.79	\$27.60	\$28.43	\$29.28	\$30.16	\$31.06	\$31.99	\$32.95	\$33.94

Equipment Operator II (Incl. 2nd & 3rd shift), Arborist Assistant										
Step	1	2	3	4	5	6	7	8	9	10
Annual	\$48,139.73	\$49,583.92	\$51,071.44	\$52,603.58	\$54,181.69	\$55,807.14	\$57,481.35	\$59,205.79	\$60,981.97	\$62,811.43
Weekly	\$925.76	\$953.54	\$982.14	\$1,011.61	\$1,041.96	\$1,073.21	\$1,105.41	\$1,138.57	\$1,172.73	\$1,207.91
Hourly	\$23.14	\$23.84	\$24.55	\$25.29	\$26.05	\$26.83	\$27.64	\$28.46	\$29.32	\$30.20

Parks/Laborer					
Step	1	2	3	4	5
Annual	\$45,761.66	\$47,134.51	\$48,548.55	\$50,005.01	\$51,505.16
Weekly	\$880.03	\$906.43	\$933.63	\$961.63	\$990.48
Hourly	\$22.00	\$22.66	\$23.34	\$24.04	\$24.76

July 1, 2027 to June 30, 2028

COLA

1.04

Equipment Operator I, Arborist, Bldg. Maint. Tech. I, Inventory Tech., Stock Room Attendant												
Step	1	2	3	4	5	6	7	8	9	10	11	12
Annual	\$53,041.16	\$54,632.40	\$56,271.37	\$57,959.51	\$59,698.30	\$61,489.24	\$63,333.92	\$65,233.94	\$67,190.96	\$69,206.69	\$71,282.89	\$73,421.37
Weekly	\$1,020.02	\$1,050.62	\$1,082.14	\$1,114.61	\$1,148.04	\$1,182.49	\$1,217.96	\$1,254.50	\$1,292.13	\$1,330.90	\$1,370.82	\$1,411.95
Hourly	\$25.50	\$26.27	\$27.05	\$27.87	\$28.70	\$29.56	\$30.45	\$31.36	\$32.30	\$33.27	\$34.27	\$35.30

Equipment Operator II (Incl. 2nd & 3rd shift), Arborist Assistant										
Step	1	2	3	4	5	6	7	8	9	10
Annual	\$50,065.32	\$51,567.28	\$53,114.29	\$54,707.72	\$56,348.96	\$58,039.42	\$59,780.61	\$61,574.03	\$63,421.25	\$65,323.88
Weekly	\$962.79	\$991.68	\$1,021.43	\$1,052.07	\$1,083.63	\$1,116.14	\$1,149.63	\$1,184.12	\$1,219.64	\$1,256.23
Hourly	\$24.07	\$24.79	\$25.54	\$26.30	\$27.09	\$27.90	\$28.74	\$29.60	\$30.49	\$31.41

Parks/Laborer					
Step	1	2	3	4	5
Annual	\$47,592.13	\$49,019.89	\$50,490.49	\$52,005.21	\$53,565.36
Weekly	\$915.23	\$942.69	\$970.97	\$1,000.10	\$1,030.10
Hourly	\$22.88	\$23.57	\$24.27	\$25.00	\$25.75

July 1, 2028 to June 30, 2029

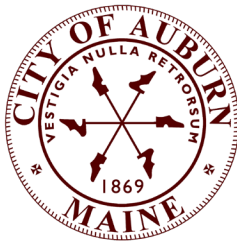
COLA

1.04

Equipment Operator I, Arborist, Bldg. Maint. Tech. I, Inventory Tech., Stock Room Attendant												
Step	1	2	3	4	5	6	7	8	9	10	11	12
Annual	\$55,162.81	\$56,817.69	\$58,522.22	\$60,277.89	\$62,086.23	\$63,948.81	\$65,867.28	\$67,843.30	\$69,878.60	\$71,974.95	\$74,134.20	\$76,358.23
Weekly	\$1,060.82	\$1,092.65	\$1,125.43	\$1,159.19	\$1,193.97	\$1,229.78	\$1,266.68	\$1,304.68	\$1,343.82	\$1,384.13	\$1,425.66	\$1,468.43
Hourly	\$26.52	\$27.32	\$28.14	\$28.98	\$29.85	\$30.74	\$31.67	\$32.62	\$33.60	\$34.60	\$35.64	\$36.71

Equipment Operator II (Incl. 2nd & 3rd shift), Arborist Assistant										
Step	1	2	3	4	5	6	7	8	9	10
Annual	\$52,067.93	\$53,629.97	\$55,238.87	\$56,896.03	\$58,602.91	\$60,361.00	\$62,171.83	\$64,036.99	\$65,958.10	\$67,936.84
Weekly	\$1,001.31	\$1,031.35	\$1,062.29	\$1,094.15	\$1,126.98	\$1,160.79	\$1,195.61	\$1,231.48	\$1,268.42	\$1,306.48
Hourly	\$25.03	\$25.78	\$26.56	\$27.35	\$28.17	\$29.02	\$29.89	\$30.79	\$31.71	\$32.66

Parks/Laborer					
Step	1	2	3	4	5
Annual	\$49,495.82	\$50,980.69	\$52,510.11	\$54,085.41	\$55,707.98
Weekly	\$951.84	\$980.40	\$1,009.81	\$1,040.10	\$1,071.31
Hourly	\$23.80	\$24.51	\$25.25	\$26.00	\$26.78



ORDER 85-09212026

City Council Order

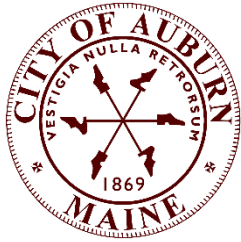
IN CITY COUNCIL

Ordered, that the City Council hereby authorizes the City Manager to execute the Collective Bargaining Agreement with the Teamsters Local Union 340 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: September 21, 2026

Subject: Executive Session

Information: Pursuant to 1 M.R.S.A. Section 405(6) (E) for consultation between the City and its attorney concerning the legal rights and duties of the City.

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;

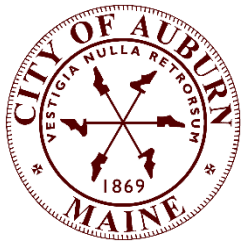
D. Discussion of labor contracts and proposals and meetings between a public agency and its negotiators. The parties must be named before the body or agency may go into executive session. Negotiations between the representatives of a public employer and public employees may be open to the public if both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



City of Auburn City Council Information Sheet

Council Workshop or Meeting Date: September 21, 2026

Subject: Executive Session

Information: Pursuant to 1 M.R.S.A. Section 405(6) (D) for discussion of labor contracts and proposals and meetings between the City of Auburn and Public Works Mechanics Union.

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.