

**Collective Bargaining Agreement**

**between**

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

**and**

***City of Auburn***

**July 1, 2023 to June 30, 2026**

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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
- Facilities Maintenance Technician
- City Electrician
- Electrician
- City Planner II
- Code Compliance (including Plumbing Inspector, Health Inspector, Code Compliance Officer)
- Court Officer-PD
- Crime Analyst/GIS
- Fire/EMS Support Specialist/Admin
- 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 he/she deems 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 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 utilize 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 on 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 he/she 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 workweek 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 he or she has 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 his or her 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.

Year 1: \$1.00 across the board; 2% performance increase

Year 2: 2.5% COLA; Performance 2.5%

Year 3: 2.5% COLA; Performance 2%

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, he/she 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 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 7<sup>th</sup> 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 15<sup>th</sup> year of service will receive a one-time lump sum payment of \$600.00.

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

Members who have completed their 35<sup>th</sup> 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. 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 conflicts 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 his or her 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 he or she has a personal relationship or a 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 his or her 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 his/her 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 his/her 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 his or her 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 he or she 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 he/she has 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 his/her judgment the conduct or performance of the employee justifies such action with just cause. Discipline may include verbal or written reprimand, 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 he/she 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 his/her 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 his/her Department Director within 10 working days. The Department Director or his/her designee shall attempt to resolve the dispute and shall submit a decision of his/her 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 his/her designee shall consider the appeal and shall reach a decision within 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 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
- Juneteeth 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

## 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 who have more 20 yrs. of service or more	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, he/she will stop accruing vacation. Once an active employee is back on payroll, he/she 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 he or she is 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 he/she is 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 he or she returns 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 his/her 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 his/her physician that he/she continues to be disabled and is unable to do his/her 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.

#### **Section 5. Exhaustion of Accrued Sick Leave**

Once all sick leave is exhausted, the employee may, upon request in writing, opt to use his/her 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 his/her cost share of the health insurance premium. At the end of the two-month period, if the employee has not returned to work, he/she will have the option of continuing health insurance coverage at his/her 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 he/she is 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 his/her 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.

### **Section 9. 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 18 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, he/she 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 19 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 his/her normal work week.

### **Article 20 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 21 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 his/her designee, to utilize sick leave for up to one day.

## **Article 22 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 23 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 his/her supervisor and report for work if requested.

## **Article 24 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 25 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 his/her 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 he or she is a victim of domestic violence, domestic assault, sexual assault or stalking, and if he/she needs 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 26 Return to Active Military Leave**

In the event that an employee returns to active military duty, his/her 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 his/her previous position or a similar one with no loss of seniority or pay and accorded any other benefits provided by applicable law.

## **Article 27 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 his/her designee extends such period.

## **Article 28 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 PPO 500 Plan through Maine Municipal Employees Health Trust. Employees opting into the POS C Plan will pay the difference in the increased cost share between the POS C Plan and the PPO 500 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, 2014, the City will implement a Health Reimbursement Account (HRA) for use toward deductibles and co-insurance in the amount of \$500/year for Single subscribers and \$1,000 for Family and Employee plus Child(ren) subscribers for employees who participate in the PPO 500 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 \$500 and \$1,000 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 he/she 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 PPO 500 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 he/she is eligible and the plan he/she opts 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 he/she would otherwise be eligible for full coverage) he/she may do so as long as he/she follows 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 his/her 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 29 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 30 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 his/her 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 his/her 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 31 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 32 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 33 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 34 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 35 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 36 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 37 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. 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 3. 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 38 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 his/her 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 39 Duration

This contract will be effective from July 1, 2023 through June 30, 2026.


Signatures

  
\_\_\_\_\_  
Signature, City Manager


  
\_\_\_\_\_  
Witness

7/14/2023  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature, MSEA-SEIU Field Director

  
\_\_\_\_\_  
Witness

7/24/23  
\_\_\_\_\_  
Date

  
WESTON WOODWARD  
19 Jul 2023



## MSEA Position Classification and Pay Plan

<b>POSITION/GRADE</b>
<b>1</b>
Min \$11.22 to Max \$15.14
No Positions Assigned
<b>2</b>
Min \$12.54 to Max \$16.96
No Positions Assigned
<b>3</b>
Min \$14.08 to \$19.00
Facilities Maintenance Technician
Ice Arena Maintenance Worker
Parking Enforcement Officer
<b>4</b>
Min \$16.13 to \$21.99
No Positions Assigned
<b>5</b>
Min \$17.10 to Max \$23.31
Information Assistant
<b>6</b>
Min \$18.12 to \$24.70
No Positions Assigned
<b>7</b>
Min \$19.37 to \$26.42
Assistant Appraiser
Administrative Assistant
Fire/EMS Support Admin Assistant
Support Services Technician - Police
<b>8</b>
Min \$20.74 to \$28.28
Appraiser
Great Falls TV Coordinator
Recreation Specialist
Tax Assistant
<b>9</b>
Min \$22.20 to \$30.24
Admin Asst/CDBG Accting/Compliance/Underwriter

Court Officer
Office Manager
<b>10</b>
Min \$23.76 to \$32.36
No Positions Assigned
<b>11</b>
Min \$25.42 to \$34.64
Codes Officer - Sanitation
Community Development-Neighborhood Coordinator
IT Technician
<b>12</b>
Min \$26.67 to \$36.37
Codes Officer - Building & Plumbing
<b>13</b>
Min \$28.01 to \$38.19
Electrician
<b>14</b>
Min \$29.41 to \$40.09
City Electrician
City Planner 2
Crime Analyst/GIS Coordinator
Economic Development Specialist

## **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.





