

AGREEMENT

between

CHILD DEVELOPMENT SERVICES

and the

MAINE SERVICE EMPLOYEES ASSOCIATION

for the

SUPPORT UNIT

JANUARY 1, 2022 – DECEMBER 31, 2023

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PREAMBLE

Whereas, Child Development Services (hereinafter referred to as “CDS”) and the Maine State Employees Association, Service Employees International Union, Local 1989 (hereinafter referred to as the “Union”) desire to establish a constructive, cooperative and harmonious relationship; to promote effective service and quality of work life toward the accomplishment of the mission of CDS; and to establish a peaceful procedure for the resolution of differences.

ARTICLE I – RECOGNITION

CDS recognizes the Union as the sole and exclusive bargaining agent in accordance with the Municipal Public Employees Labor Relations Law, 26 M.R.S.A. Section 961 et seq., for a unit consisting of all Educational Technician I, II, and III’s, Office Operations Assistants, Certified Occupational Therapy Assistants, and Speech Language Pathology Assistants. Excluded from this unit are the State IEU Director, State IEU employees, Site Directors, Assistant Site Directors and all other confidential, supervisory, temporary, seasonal or on-call employees and employees who have been employed for less than six months.

Each Regional Site reserves the right to identify one employee (Office Operations Manager or Office Operations Assistant) as a confidential assistant as defined under 26 M.R.S.A. Section 962(6)(C) who shall be excluded from this bargaining unit. Thirty (30) days prior to exclusion, CDS shall notify the Union of its confidential designation and provide the Union with a list of qualifying confidential job responsibilities.

In the event of a dispute as to the inclusion or exclusion of new or changed classifications, either party may apply to the Maine Labor Relations Board for resolution as provided by law.

ARTICLE II – MANAGEMENT RIGHTS

A. CDS hereby retains and reserves unto itself (or to its designees, which it may from time to time designate to act on its behalf on any matter covered by this Agreement) all powers and rights vested in it by the laws and the Constitution of the State of Maine and of the United States, except those which are specifically relinquished in writing herein. CDS’ powers include, but are not limited to, the sole and exclusive right to manage and operate the Regional Sites in any and all aspects of their operations and activities; the right to hire, evaluate, promote, transfer, discharge, discipline, lay off and recall employees; the right to maintain employee efficiency; the right to set and maintain hiring standards for new employees; the right to determine and implement all matters pertaining to any services to be furnished by CDS; the right to determine educational policy matters; the right to subcontract for work or services, and to establish, change, combine, or discontinue services, operations, classifications and the number of personnel required; the right to assign employees as needed; the right to assign and direct the work force; the right to schedule and change hours of work; and the right to, in all other respects, carry out the ordinary and customary functions of management. These enumerated functions of management are not all-inclusive but indicate the type of matters or rights, which are retained rights of CDS.

B. CDS shall have the right to promulgate and enforce at any time any written or verbal rules, regulations, by-laws or policies which it considers necessary or advisable for the safe, effective and efficient operation of CDS, so long as they are not inconsistent with the specific terms of this Agreement. Any existing written rules, regulations or policies of the State IEU in place at the time this Agreement is signed are agreed to be valid and of full force and effect, so long as they are not inconsistent with the specific terms of this Agreement. Pursuant to the Discipline Article of this Agreement, any employee who violates or fails to comply with any written rules, regulations or policies of the State IEU may be subject to discipline or discharge as if said rules were specifically set forth in this Agreement.

C. A failure to exercise any function or rights reserved to CDS shall not be deemed a waiver of its rights.

ARTICLE III – GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems, which from time to time may arise affecting the meaning or application of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Site Director and having the grievance adjusted without intervention of the Union.

B. DEFINITIONS

1. A “grievance” shall mean a complaint by an employee alleging a violation of an express term of this Agreement.
2. An “aggrieved person” is the employee or employees making the claim.
3. A “party in interest” is any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. “Days” shall mean business days and excludes Saturdays, Sundays, and all state and federal holidays.

C. SUBMISSION OF GRIEVANCE

1. Each formal grievance shall be submitted in writing on the form attached hereto as Appendix A. The formal grievance shall state the facts giving rise to the grievance, the specific contract provision(s) violated and the remedy sought.

2. A grievance will be deemed waived unless submitted in writing ten (10) business days after the event or condition constituting the alleged grievance or an employee becomes aware or should have reasonably become aware that he/she has an alleged grievance.

D. INFORMAL PROCEDURE

Before submitting a formal grievance, an aggrieved person must first attempt to resolve the matter with his/her immediate supervisor. Any informal resolution shall be in writing, signed by the Site Director and the aggrieved person, with a copy to the Union and the State Director.

E. FORMAL PROCEDURE

1. Level One – Site Director

- a. If an aggrieved person is not satisfied with the outcome of the informal procedure, he/she may present a formal grievance to the Site Director. A grievance will be deemed waived unless submitted in writing ten (10) business days after the event or condition constituting the alleged grievance.
- b. The Site Director/designee shall meet with the aggrieved person for the purpose of resolving the grievance within ten (10) business days of receiving the formal grievance.
- c. The Site Director/designee shall, within five (5) business days after the meeting, render a decision and the reasons therefore in writing to the aggrieved person, with a copy to the Union and the State Director.
- d. In the event an aggrieved person reasonably believes that their immediate supervisor participated in the conduct giving rise to the grievance, the aggrieved person may initiate the grievance at Level One. In the event the “immediate supervisor” is a Site Director, then the aggrieved person may initiate the grievance at Level Two. This provision does not impact an immediate supervisor’s, or a Site Director’s, ability to participate in the grievance process.

2. Level Two – State Director

- a. If the aggrieved person is not satisfied with the resolution of the grievance at Level One or if no answer is received, he/she may, within ten (10) business days after the answer was due, appeal the grievance to the State Director.
- b. The State Director/Designee shall meet with, the aggrieved person for the purpose of reviewing the grievance within fifteen (15) business days of receiving the grievance.

- c. The State Director/Designee shall, within fifteen (15) business days after such meeting, render his/her decision and the reasons therefore, in writing, to the aggrieved person, with a copy to the Union.

3. Level Three – Arbitration

- a. If the grievance has not been satisfactorily resolved at Level Two or, if no answer is received within fifteen (15) business days after the answer was due, and the Union determines that the grievance is meritorious, then the Union may submit the grievance to arbitration by submitting a request for arbitration to the State Director of CDS as well as a statement of the grievance specifying the article, section or clause of the contract alleged to have been violated, along with the concise statement of facts surrounding the issue and the remedial action requested. The request for arbitration shall be received by the State Director of CDS through personal service or by mailing by registered or certified mail within fifteen (15) business days of the receipt of the Level Two decision or, if no answer is received, within fifteen (15) business days after the answer was due.
- b. Upon receipt by the State Director of CDS of a request for arbitration, the parties shall attempt to mutually agree upon an arbitrator. If unable to agree upon an arbitrator within five (5) business days of receipt of the request for arbitration, the Union may within ten (10) business days submit the grievance to the Labor Relations Connection (LRC) in accordance with the LRC rules then in effect.

The decision of the arbitrator shall be final and binding upon the parties, subject to judicial review as provided by law, and shall be consistent with applicable law and this Agreement. The arbitrator shall have no authority to add to, subtract from or modify any provision of this Agreement. The arbitrator shall have no authority to award interest on any award. All costs of arbitration, including fees and expenses of the arbitrator, shall be divided equally between the parties, except that each party shall bear the costs of preparing and presenting its own case.

- c. The arbitrator shall fix the time and place of the hearing, taking into consideration the convenience of the parties. The arbitrator shall be requested to issue a written decision within thirty (30) days after the completion of the proceedings. The arbitrator shall be bound by the rules of the LRC which are applicable to labor relations arbitrations and which are in effect at the time of the arbitration. In the event of a disagreement regarding the arbitrability of an issue, the arbitrator shall make a preliminary determination as to whether the issue is arbitrable, except that neither party shall be deemed to have waived their rights under the Uniform Arbitration Act, 14 MRSA Section 5927 *et seq.* Once a determination is made that such a dispute is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.

- d. In grievances involving discharge of an employee and/or discipline which has led to a discharge, the arbitration hearing shall be held within four (4) months of the Level Two decision. Subsequent hearing dates, if necessary, shall be held at the earliest date(s) offered by the assigned arbitrator which is mutually acceptable to the parties. The parties agree that in the event of a conflict in the scheduling of grievance arbitrations, grievances involving discharge and/or discipline which has led to a discharge shall have priority over all other pending grievance arbitration matters between the parties.

F. GENERAL PROVISIONS

1. CDS shall not deny any employee Union representation at any stage of the grievance procedure and the Union shall have the exclusive right to represent employees in any grievance. When an employee elects to pursue a grievance at Levels One, Two or Three without representation, the Union shall have the right to be present at any formal grievance meeting and shall receive copies of written determinations, if any, at all stages. No resolution of a grievance shall be inconsistent with the provisions of this Agreement.
2. All of the time limits contained in this Article may be extended by mutual agreement of the parties and such extensions shall, in order to be effective, be confirmed in writing. The parties may mutually agree to bypass steps of the grievance procedure.
3. In no event can a grievance be taken to the next or any succeeding step of this procedure unless the employee and/or his/her representative meets the time limits or extensions thereof. Failure of CDS and its representatives to adhere to the prescribed time limits or extensions thereof shall constitute a waiver of the applicable step and the employee and/or the Union may proceed to the next step.
4. Grievances resolved at Levels One or Two shall not constitute a precedent unless a specific agreement to that effect is made by the State Director of CDS or his/her designee and the Union.
5. Any grievance involving two (2) or more employees within the bargaining unit from the same site may be processed jointly and shall be initiated with the most immediate common supervisor of the employees involved.
6. An aggrieved employee and/or his/her representative shall have the right to inspect and to obtain copies of any records, documents and other materials relevant to the grievance and in the possession of CDS to the extent permitted by law.
7. When a grievance meeting is mutually scheduled during the work day, an aggrieved person and any employee witnesses as may be reasonable shall not

suffer any loss of pay and shall not be required to charge leave credits as a result of processing grievances during such aggrieved person's or witnesses' regularly scheduled working hours, provided, however, that when such activities extend beyond such aggrieved person's or witnesses' scheduled working hours such time shall not be considered as time worked. Such release time shall not be construed to include preparation of paper work, record-keeping, conferences among MSEA officials or preparation for representation at a grievance hearing.

8. The parties agree that no employee will be retaliated or discriminated against for the employee's participation in the grievance process provided by this Article, including, but not limited to, the filing of a formal or informal grievance and alleging a violation of the terms of this Agreement.

ARTICLE IV – WORK SCHEDULE

A. CHANGES TO THE WORK SCHEDULE

The work week, work schedule and work year for each position shall be established by CDS and may be changed for bona fide program or financial reasons. Each employee shall be provided written notice of the employee's standard work schedule and work year. An employee shall be given at least fourteen (14) calendar days' notice prior to the effective date of any change unless emergency or unforeseen developments preclude the possibility of such notice. In the event CDS elects to change any employee's work week, work schedule, or work year, CDS shall, prior to the effective date of any change, offer the proposed change, in order of their seniority, to each unit member who (1) works in the same impact area within the same Regional Site, (2) has more seniority than the employee within the impact area, and (3) works the exact same work week, work schedule and work year as the employee. CDS is not required to offer the change to other unit members when the change is made on an emergency basis or as a result of unforeseen developments that preclude the possibility of notice. If CDS elects to change a particular position in an impact area from a calendar year to academic year classification, CDS shall offer the change to each employee who works in the same position in the impact area in the same Regional Site in order of seniority. If no employee volunteers to accept the proposed change, the change will be made in reverse order of seniority.

B. WORK WEEK AND WORK YEAR

1. Work Year

Employees shall be classified as either Calendar Year employees or Academic Year employees. Calendar Year employees are employees who are regularly scheduled to work year-round. Academic Year employees are employees who work less than year-round whose work year is determined by the student school year of the public or CDS school program and approved workshop days. Generally such employees shall have a work year of 180 days, excluding paid holidays as set forth in this Agreement.

2. Work Week

- a. For purposes of determining eligibility for Paid Time Off (“PTO”) and other benefits for employees hired after December 16, 2008, the normal work week shall consist of:
 - i. Forty (40) hours per week for full-time employees;
 - ii. Less than forty (40) hours but more than twenty (20) hours for part-time employees; and,
 - iii. Employees working less than twenty (20) hours per week shall not be entitled to benefits unless specifically provided for in this Agreement.

- b. For purposes of determining eligibility for Paid Time Off (“PTO”) and other benefits for employees hired on or before December 16, 2008 the normal work week shall consist of:
 - i. Thirty-two (32) hours per week for full-time employees;
 - ii. Less than thirty-two (32) hours but more than twenty (20) hours for part-time employees; and,
 - iii. Employees working less than twenty (20) hours per week shall not be entitled to benefits specifically provided for in this Agreement.

C. OVERTIME

Employees may be requested to work overtime. No employee shall work overtime without prior written approval from his/her supervisor or Site Director. Overtime shall be paid at a rate of time-and-one-half (1 ½) after the employee has completed forty (40) hours actually worked in a work week. PTO, holidays or other approved leaves shall not be considered time worked for purposes of computing overtime. CDS reserves the right to adjust employees’ work schedules, work weeks, and/or to hire substitutes to avoid overtime.

D. COMPENSATORY TIME

No employee shall be allowed to accrue compensatory time in lieu of overtime pay.

E. TIME SHEETS

Employees may be required to complete time cards or other approved methods of recording their hours worked.

F. SUMMER EMPLOYMENT

Academic Year employees who agree to work beyond the academic school year for the public or CDS school they are affiliated with shall be issued written notification outlining the employee's work schedule, compensation, duration and other applicable terms of employment. The compensation will be at least consistent with the Collective Bargaining Agreement.

Academic Year employees working under such written notification shall not earn PTO and may not use accrued PTO during the period of time beyond the academic school year, except for sick days and unforeseen emergencies.

When a CDS site has summer employment opportunities for academic year employees in a CDS school, the opportunity will first be offered in order of seniority to academic year employees primarily assigned to the school that provided services to the child during the academic year.

G. REST PERIODS

Full-time administrative employees shall receive two (15) minute rest periods with pay each work day. Rest periods shall be scheduled through consultation with the Site Director and may be adjusted as the operational needs of the Site may require.

ARTICLE V – SENIORITY AND REDUCTION IN FORCE

A. SENIORITY

“Seniority” shall mean an employee's length of continuous regular service since his/her most recent date of hire as an employee with CDS. An employee with a work year of less than twelve (12) months shall not be considered to have suffered a break in service during the months which are not included within the employee's work year.

An employee shall continue to accrue seniority during any period while he/she is on layoff and subject to the recall provisions of this Article or on approved leave.

B. SENIORITY LIST AND IMPACT AREAS

1. Within ninety (90) days of the execution of this Agreement, CDS shall establish a seniority list by impact area at each Regional Site, with the name and date of hire of unit employees at that site, with the employee with the greatest seniority listed first. The seniority list shall be posted annually by July 30th. Employees shall have thirty (30) calendar days to object to the seniority list, otherwise the list shall be assumed to be accurate for the following twelve (12) months, except for additions of new employees.
2. For purposes of this Article each classification within the bargaining unit shall be a separate impact area within each of the regional sites.

3. Employees assigned to work in more than one impact area shall be listed in each impact area in which they currently work.
4. A copy of the current seniority list shall be made available in each Regional Site Director's Office and shall be sent to the Union at the same time the list is posted.

C. REDUCTION IN FORCE (RIF)

1. "Reduction in Force" (hereafter "RIF") shall mean the discontinuance of employment of any employee for financial or program reasons as determined by CDS.
2. In the event of a RIF, the least senior employee(s) within the impact area at the Regional Site in which there is a position elimination shall be laid off, except as provided hereafter. The least senior employee in the impact area may be retained and the next least senior employee(s) laid off when the Site Director determines that the employees remaining in the impact area do not have the requisite skills, training and/or experience to provide the programs remaining or that the termination of the least senior employee would unduly disrupt the programs or services offered. The Site Director's determination shall not be grievable or subject to arbitration unless the Union can demonstrate that the decision was arbitrary, capricious or without basis in fact.
3. As a result of a reorganization due to a RIF, a part-time employee may be required to accept a full-time position in his/her impact area or accept a layoff.
4. An employee who is to be terminated due to a RIF shall receive at least thirty (30) calendar days' written notice, or may be paid in lieu of such notice at CDS' sole discretion.
5. An employee on layoff shall be considered for any vacant position within the bargaining unit for which, in the opinion of the Site Director, he/she is qualified.

D. RECALL

1. Employees eliminated as a result of a RIF shall be notified of position vacancies within their classification for eighteen (18) months after the effective date of the RIF, provided the employee requests such notification and furnishes a current address. If the employee chooses to apply for a position, he/she will be considered for reemployment on the basis of his/her skills, training and experience, but the final decision as to who shall be hired shall remain with the Site Director.
2. A RIF'd employee who refuses a position during the recall period shall be removed from the recall list.

3. Employees reemployed within eighteen (18) months of the effective date of the RIF shall retain their seniority, wage scale position and all benefits accumulated prior to the layoff.

ARTICLE VI – BENEFITS

A. HEALTH AND DENTAL INSURANCE

CDS shall continue its existing practices regarding health insurance until July 1, 2019, at which time it shall provide health plan coverage for employees pursuant to Title 5 §285 consistent with CDS's existing benefits policies.

CDS agrees to pay the cost of dental insurance for all full time employees. Part-time employees regularly scheduled to work at least twenty-five (25) hours per week shall receive seventy-five percent (75%) of the CDS dental contributions. Part-time employees regularly scheduled to work at least twenty (20) hours but less than twenty-five (25) hours shall receive fifty percent (50%) of the CDS dental contributions. Employees regularly scheduled to work less than twenty (20) hours per week shall not be entitled to CDS dental contributions. Employees electing dependent dental coverage shall be responsible for the additional costs.

B. CASH-IN-LIEU OF HEALTH INSURANCE

Employees who are employed as of January 1, 2019 and are eligible for CDS-sponsored health insurance but decline and can show proof of insurance elsewhere shall receive cash-in-lieu of health insurance in the amount of Five Hundred Dollars (\$500). Payments shall be made in two equal installments in the first payroll in December and the last payroll in June. Cash-in-lieu shall be prorated for part-time employees in accordance with Subsection A above.

C. RETIREMENT

CDS shall continue to offer a 403(B) retirement plan to all eligible employees and agrees to match 100% of an employee's first 2% contribution and 50% of an employee's next 2% contribution to the 403(b) retirement plan for the duration of this Agreement.

D. HOLIDAYS

Academic Year employees regularly scheduled to work twenty (20) or more hours per week shall receive the following paid holidays:

Labor Day	New Year's Day
Indigenous People's Day	Martin Luther King Jr. Day
Thanksgiving Day	Memorial Day
Day after Thanksgiving Day	Veterans' Day
Christmas Day	Juneteenth*

*For Academic Year employees, Juneteenth will be a paid holiday only if June 19th (or the observed holiday) falls within the approved academic calendar. Juneteenth will not be a paid holiday for ESY employees.

In addition to the above, Calendar Year employees regularly scheduled to work twenty (20) or more hours per week shall receive the following additional paid holidays:

Presidents' Day
Patriots' Day

Independence Day

Holidays shall be observed in accordance with the policy of the State of Maine.

To be eligible for holiday pay, an employee must be regularly scheduled to work on the holiday and be in active employment status. Employees shall be paid their regularly scheduled rate for that day. Employees who are not regularly scheduled to work on the holiday or are receiving workers' compensation are not eligible.

E. PAID TIME OFF

1. Purpose

The purpose of Paid Time Off ("PTO") is to allow each employee to use PTO as the employee determines best fits the employee's personal needs subject to the operational needs of CDS. The PTO program for Calendar Year employees is intended to be used for vacation, personal leave, unforeseen emergency leave, inclement weather, personal sick leave and family illness leave. The PTO program for Academic Year employees is intended to be used for personal leave, unforeseen emergency leave, personal sick leave and family illness leave. Unless otherwise provided herein, PTO shall be charged whenever an employee is absent from work on a scheduled work day. The parties agree that the first forty (40) hours of PTO may be used for any reason. For Calendar Year employees, the first forty (40) hours of PTO used shall qualify as Maine Earned Paid Leave ("MEPL"). For Academic Year employees, the first forty (40) hours of PTO shall qualify as MEPL.

2. Eligibility

All full-time and part-time employees as defined in Article IV(B)(2)(a) and (b) are eligible for PTO.

3. Availability to Use

PTO begins to accrue on the first day of the calendar month after an employee's date of hire, but may not be used until completion of three (3) calendar months of continuous employment with CDS as a bargaining unit employee. Thereafter, all hours are available for use beginning with the pay period following the month in which it is earned. PTO may not be taken before it is actually accrued.

For Academic year employees, a maximum of three (3) days of PTO will be available for use as personal leave by an employee in a fiscal year and a total of ten (10) additional days of PTO can be used as personal leave during the breaks in the academic year that are traditionally taken in the months of November, December, February and April. Absent an emergency, illness or sudden necessity, requests for personal leave shall follow the guidelines for Scheduled PTO set forth in Section 8 below.

In the event a calendar year employee moves to an academic year position with an existing PTO balance, the employee's use of the existing PTO balance shall be in accordance with the provisions regarding use of PTO by an academic year employee. In the event such employee has existing plans to take more than two (2) consecutive days of PTO (i.e. for vacation), and the employee submits a written request to the Site Director to take such leave prior to moving to the academic year position, CDS may approve the PTO request based on the operational needs of the Regional Site. If there are more unapproved requests for PTO pending than the Site Director can permit due to operational needs, seniority shall determine who is allowed the time off. In the event an employee believes the Site Director's decision is unfair, the employee may appeal that decision to the State Director who, in the State Director's sole discretion, may modify the decision.

In the event a full-time employee transfers to a part-time position (with a regular schedule of less than 20 hours), the employee will suffer no loss of accrued PTO and may use up to twenty-four (24) hours of their accrued PTO as Unscheduled PTO each year.

4. Accrual of PTO

PTO is earned on a monthly basis for hours actually worked or when the employee is on PTO or other approved short term paid leave for the entire month, up to a maximum of ninety (90) calendar days. Employees shall not earn PTO for absences beyond ninety (90) days. PTO shall not be earned while on unpaid leave, or workers' compensation. PTO shall not be earned for partial months worked unless the partial month falls within an Academic Year employee's work year and scheduled non-workdays correspond to the student vacation schedule during the school year of the Regional Site's affiliated school program (student vacation(s) other than summer).

The rate at which an employee accrues PTO is determined by length of service, work year, and hours worked.

Full-time employees shall earn PTO according to the following schedule:

Length of Service	Accrual Rate Hours Per Month Calendar Year	Accrual Rate Hours Per Month Academic Year
Up To One Year	16.67	12.10
More Than 1, But Less Than 3 Years	18.67	13.55
More Than 3, But Less Than 5 Years	19.36	14.07
More Than 5, But Less Than 8 Years	20.67	15.00
8 Or More Years	22.64	16.46

5. Part-Time Employees

Part-time employees who are regularly scheduled to work twenty-five (25) hours per week or more but less than full time shall earn seventy-five percent (75%) of the above accruals.

Part-time employees who are regularly scheduled to work twenty (20) hours per week or more but less than twenty-five (25) hours shall earn fifty percent (50%) of the above accruals. Employees regularly scheduled to work less than twenty (20) hours shall not earn PTO.

For the purpose of this Article, an employee is “regularly scheduled” to work the specified number of hours when the employee works the specified number of hours for (4) consecutive work weeks.

6. Maximum Accrual

Employees may roll over accrued PTO balances each year. The maximum accrual for full-time Calendar Year employees shall be 480 hours. The maximum accrual for full-time Academic Year employees shall be 480 hours. No employee shall accrue PTO hours above the maximum listed above. The maximum accrual for part-time Calendar and Academic Year employees shall be in proportion to the hours worked by the part-time employee against a full-time Calendar Year or Academic Year position according to the following:

Schedule/Weekly Hours	Calendar Year	Academic Year
Full-time to twenty-five hours	360 hours	360 hours
Twenty or more hours but less than twenty-five hours	240 hours	240 hours

7. Payment Rate for PTO

PTO shall be paid out at the employee's hourly base rate of pay. PTO is not part of any overtime calculation.

8. Scheduled PTO – Calendar Year Employees Only

Only Calendar Year employees are eligible to use PTO for planned or scheduled absences (“Scheduled PTO”). Scheduled PTO is when an employee has advance notice of the need to be absent from work. When an employee plans to be out of work for two (2) days or fewer, he/she must make a written request (through the applicable payroll system) to the Site Director as soon as possible, but in no event less than seven (7) days in advance. The Site Directors shall use their discretion in approving PTO requests which are received less than seven (7) days in advance. When an employee is planning to take more than two (2) consecutive days of PTO (i.e. for vacation), the employee must make a written request to the Site Director at least thirty (30) days in advance. The Site Directors shall use their discretion in approving PTO requests which are received less than thirty (30) days in advance. Ordinarily, no more PTO than the equivalent of five (5) consecutive work days may be scheduled at any one time absent approval from the Site Director. Scheduling of PTO shall be subject to Site Director approval and operational needs. If there are more requests for PTO than the Site Director can permit due to operational needs, seniority shall determine who is allowed the time off. In the event an employee believes the Site Director's decision is unfair, the employee may appeal that decision to the State Director who, in the State Director's sole discretion, may modify the decision. All requests for scheduled time off would be made through ADP or the appropriate time card system.

9. Unscheduled PTO – Calendar Year and Academic Year Employees

Both Calendar Year and Academic Year employees are eligible to use PTO for unscheduled or unplanned absences (“Unscheduled PTO”) in accordance with this policy. Unscheduled PTO may be used for personal illness; non-work related injuries; unforeseen emergencies of a compelling nature which require the employee's immediate attention and cannot be addressed outside the regular work day; to care for the employee's spouse, domestic partner, parent or child who is ill; or to care for a family member living in the employee's household and for whom the employee has caregiving responsibilities.

When reasonably possible, employees must provide the Site Director a minimum of two (2) hours advance notice of the need for unscheduled PTO. When an employee's absence can be anticipated in advance, the employee shall be expected to notify CDS when his/her absence is reasonably certain.

For MEPL leave, employees are required to notify CDS as soon as practicable if the MEPL is for an emergency, illness, or sudden necessity.

CDS reserves the right to require reasons for unscheduled PTO and appropriate documentation supporting its use. In such circumstances, PTO shall be subject to providing such documentation acceptable to the Site Director.

10. Unpaid Time Off

Employees may only take unpaid time off (“UTO”) with Site Director approval. An employee must first use the balance of his/her accrued PTO before any UTO will be approved.

11. Payment of PTO upon Voluntary Termination

An employee may be eligible for a payout of available accrued PTO hours according to the following schedule:

- a. After three (3) years of continuous employment – the equivalent of five (5) regularly scheduled work days, up to a maximum of forty (40) hours.
- b. After five (5) years of continuous employment – the equivalent of ten (10) regularly scheduled work days, up to a maximum of eighty (80) hours.
- c. After ten (10) years of continuous employment – the equivalent of twenty (20) regularly scheduled work days, up to a maximum of one hundred and sixty (160) hours.
- d. After fifteen (15) years of continuous employment – the equivalent of thirty (30) regularly scheduled work days, up to a maximum of two hundred and forty (240) hours.

PTO payout shall be made at the employee’s base hourly rate of pay at the time of termination. To be eligible, an employee must give at least two (2) weeks advance written notice of his/her resignation and there be no underlying or pending disciplinary action. Advance notice is waived in the event termination is caused by a reduction in force. Employees may not use more than two (2) days of PTO within thirty (30) days prior to severance.

No PTO may be used during an employee’s two (2) week notice period. Any PTO used in excess of the above-mentioned two (2) day allowance shall be deducted from the above maximum allotment available for payout provided above.

12. PTO in Conjunction with State and Federal Leave Entitlement

PTO taken for state and federal Family and Medical Leave purposes shall run concurrent with such leave and the balance of any such leave shall be unpaid.

13. Maine Earned Paid Leave Law

The parties agree that to the best of their knowledge the PTO provided by this Agreement complies with the requirements of the Maine Earned Paid Leave Law. In the event the substantive rights provided by the Maine Earned Paid Leave Law are materially altered, the parties agree that the MEPL benefits provided for in the Agreement will not be decreased for the duration of the CBA.

F. CONVERTED DISABILITY TIME

Employees may access accrued Converted Disability Time (“CDT”) to be used as Unscheduled PTO in the event their accrued PTO drops below eighty (80) hours. CDT will be spent down as needed and may not be replenished with additional days.

G. BEREAVEMENT LEAVE

Employees may be granted up to five (5) consecutive days of leave, up to a maximum of 40 hours, without loss of pay in the event of the death of a spouse, domestic partner, child, stepchild, sibling, stepsibling, aunt, uncle, grandchild, grandparent, grandparent of spouse or domestic partner, parent of spouse or domestic partner, or parent.

H. MILITARY LEAVE

A leave of absence for military training or duty shall be granted without pay in accordance with state and federal laws.

I. JURY DUTY

Employees will be granted leave for jury duty without loss of pay. Employees shall promptly return to work when excused. The employee must present proof, satisfactory to CDS, of jury service and the amount paid to such employee for such service. CDS will pay the difference between the employee’s jury pay and the employee’s regular pay for each day absent from work.

J. UNPAID PERSONAL LEAVE OF ABSENCE

Any employee may apply for an unpaid personal leave of absence for good and sufficient reason. Leave pursuant to this provision may be for a period not exceeding twelve (12) months in any fourteen (14) consecutive months. Such leave may be granted at the discretion of CDS. Employees are encouraged to consult with their Site Director to determine if they are eligible for benefits available under the federal or state Family and Medical Leave Act. All requests for such leave and responses shall be in writing. The application for leave must specifically state the reasons for such application and the length of time requested. After completion of a period of personal leave of absence, the employee shall be entitled to return to the Regional Site, status and position held immediately prior to the beginning of the leave of absence, if available, or a similar position. If the employee’s position is abolished during any such leave, he/she shall be notified and allowed to exercise his/her rights under the Seniority and Reduction in Force Article of this

Agreement. To the extent permitted by law, an employee shall be responsible for paying the full premiums of any health insurance benefits during the unpaid personal leave of absence.

K. MISCELLANEOUS

Employees shall only be eligible for CDS contributions for health and/or dental insurance if they are actively working, using PTO, receiving workers compensation benefits for a work-related injury or as otherwise required by law.

L. NON-CONFORMING WORK SCHEDULE

Once an employee has elected to use PTO for a scheduled work day, he/she shall not be eligible for Administrative Time Off in the event of a site closure.

In the event Regional Sites allow employees the option of working at home on scheduled work days, whether due to emergency closings or inclement weather, the employees must submit documentation to the Site Director or designee substantiating the hours worked.

M. ELECTION OF PTO AND EMERGENCY CLOSINGS

Once an employee has elected to use PTO on a scheduled work day, he/she shall not be eligible for Administrative Time Off in the event of a site closure.

N. The parties agree that CDS will maintain a Catastrophic Leave policy.

O. CHILDBEARING AND ADOPTION LEAVE

Paid parental leave for childbearing and adoption shall be granted to an eligible employee with pay for their regularly scheduled hours during a period of time not to exceed two (2) consecutive work weeks, beginning on and directly following the birth or adoption of the child or children.

Employees will be eligible for the paid leave provided for in this article if they have been employed at CDS for at least one (1) year at the time the paid leave is taken and must have provided at least thirty (30) days' notice of the requested leave, unless impracticable.

The paid leave provided for in this article must be taken continuously and may not be used intermittently.

Employees are encouraged to consult with the Human Resources office to determine if they are eligible for additional benefits or unpaid leave under the Federal Family and Medical Leave Act (FMLA). Paid leave provided for in this article will run concurrently with leave available under the FMLA.

ARTICLE VII – COMPENSATION

(A) FY 2023 (July 1, 2022 – June 30, 2023)

1. Each Bargaining Unit employee will be paid based on the employee's job classification and Step Level as set forth in the tables appended to this Agreement effective on the dates set forth on the tables.

2. Effective the first full pay period after July 1, 2022, each Bargaining Unit member shall move up one Step Level and each Step Level on the wage tables appended to this Agreement shall increase by 2%.

3. On July 1, 2022, each wage table will have one step added to the top that will be the same percentage difference as between the existing top step and the step below it.

(B) FY 2024 (July 1, 2023 – June 30, 2024)**

1. Each Bargaining Unit employee will be paid based on the employee's job classification and Step Level as set forth in the tables appended to this Agreement effective on the dates set forth on the tables.

2. Effective the first full pay period after July 1, 2023, each Bargaining Unit member shall move up one Step Level and each Step Level on the wage tables appended to this Agreement shall increase by 2.5%.

3. On July 1, 2023, each wage table will have one step added to the top that will be the same percentage difference as between the existing top step and the step below it.

C. The parties to this Agreement agree that no Bargaining Unit member shall advance to any step after the expiration of the contract and eligibility for any future step movement is subject to good faith negotiations. The parties further agree that the requirements of Subsection C of this Article survive the expiration of the Agreement.

** The parties' agreement for FY 2024 is contingent on CDS receiving sufficient funding to pay for the stated wage increase. In the event CDS does not receive sufficient funding, the parties agree to reopen the contract for the sole purpose of negotiating compensation for FY 2024.

ARTICLE VIII – STEP PROGRESSION

To be eligible for step progression, Academic Year employees must have been employed at least ninety (90) work days during the prior year. Calendar Year employees must have been employed at least twenty-six (26) consecutive weeks during the prior year.

ARTICLE IX – INITIAL PLACEMENT FOR NEW EMPLOYEES

For purposes of initial placement, new employees may be given credit for equivalent documented job experience at the discretion of CDS and shall be placed on the scale according to their credited years of experience whereby each step equals one (1) year of prior experience and step 1 reflects no prior experience, provided however that in no event shall a new employee be placed on a step level above any current employee at the Regional Site in the same classification in which the employee is employed with equal or greater recognized/credited prior work experience.

To avoid placing a new employee on a step level above a current employee at the same Regional Site in the same classification with equal or greater recognized/credited work experience, CDS must either (A) place the new employee on a step level below any current employee at the same Regional Site in the same classification with greater recognized/credited work experience, or (B) move any current employee at the Regional Site in the same classification with equal or greater recognized/credited work experience up to the same step level that the new employee has been placed.

ARTICLE X – PROFESSIONAL DEVELOPMENT

Site Directors shall provide periodic notice of workshop, conference and/or training opportunities relevant to employees' job responsibilities. Employees wishing to attend such trainings and workshops shall submit a written request, in advance, to CDS, along with any costs and/or fees associated with such attendance. Attendance shall be subject to CDS approval and shall be considered on the basis of available funds, relevance to the employee's current job responsibilities and benefit to CDS. Employees attending such workshops or training opportunities shall suffer no loss of pay.

Each Employee shall be eligible to receive reimbursement up to \$250.00 for each fiscal year for approved professional development. CDS agrees that approval of professional development requests shall not be unreasonably denied.

ARTICLE XI – JOB DESCRIPTIONS AND RECLASSIFICATION

Each employee shall be provided with a written job description upon initial employment and when his/her job description is changed or modified. The job description will describe an employee's job responsibilities and shall be consistent with State and Federal laws and regulations regarding the requirements and/or qualifications for the position, if any, and/or which may be required to obtain and/or retain state and federal funding.

In the event of an alleged inappropriate placement and/or a significant change in duties and/or responsibilities, an employee may seek a reclassification by submitting a written petition with supporting documentation to the Site Director/designee. The Site Director/designee shall review the request and meet with the petitioner. The Site Director/designee shall provide a written decision to the petitioner with a copy to the Union. The Site Director/designee's decision shall be final. If the employee is dissatisfied with the Site Director/designee's decision regarding the employee's assigned classification, he/she may file a grievance under the Compensation article contained in this Agreement. Nothing in this provision shall restrict the right of the Site

Director to modify an employee's job responsibilities to comply with the employee's assigned job description/classification.

ARTICLE XII – DISCIPLINE

A. PROBATIONARY PERIOD

Employees shall complete a probationary period of twelve (12) months from initial employment at CDS.

B. DISCIPLINE, SUSPENSION WITHOUT PAY, DISMISSAL

After successful completion of the probationary period, no employee shall be disciplined, dismissed or suspended without pay without just cause. An employee who is discharged, shall be given prompt written notice, whether in person or by certified mail, return receipt requested, to the employee's last known address according to CDS records, of the discharge and the reasons therefore.

C. EMPLOYEE CONDUCT AND WORK RULES

To ensure effective operation of CDS sites and provide the best possible work environment, CDS expects employees to follow the policies contained in the employee handbook, CDS Administrative Letters, CDS Informational Letters and other applicable work rules and policies.

Discipline will generally be progressive, *i.e.*, oral warning, written warning, performance improvement plan (PIP), suspension, and dismissal. CDS will clearly identify the level of discipline being issued to the employee. The sequence of progressive disciplinary steps set forth above may not be appropriate for all offenses or infractions and need to be applied in the stated sequence depending upon the severity of the offense or infraction involved.

Some types of employee misconduct are so serious that they may result in immediate termination of employment. Examples of such misconduct include, but are not limited to, the following:

- Falsification or intentional misrepresentation of any information in connection with employment applications, time sheets, leave requests, medical documents or CDS records or documents.
- Dishonesty, embezzlement, misappropriation, theft/and or unauthorized possession or use of CDS property or money or that of co-workers, clients or anyone else.
- Reckless damage or destruction of property belonging to CDS, co-workers, or anyone else on CDS property or at any work site.
- Insubordination, including refusal to respond to or obey a request or instruction from a supervisor.
- Possession of a weapon on CDS property or at any work site, or use of any item as a weapon.
- Violation of workplace safety rules, or failure to report an unsafe condition or accident/injury.
- Disclosing confidential information about CDS, co-workers or clients.

- Engaging in any type of harassment, including sexual harassment.
- Engaging in any act of violence, fighting or disorderly conduct, or using threatening, abusive or profane language with a supervisor, co-worker, client or visitor.
- Misappropriation or use of work time and/or materials for non-work purposes, conducting unauthorized personal business during working hours, intentional failure to fulfill job responsibilities or interfering with the job responsibilities of co-workers.
- Excessive absenteeism and/or tardiness, failure to notify a supervisor of absences, and/or leaving work without authorization.
- Failing to comply with CDS policies, rules, or procedures, or the policies, rules or procedures applicable at any work site.

ARTICLE XIII – EVALUATIONS

Employee performance evaluation is a continuous process. Periodically, but in no event less than every two (2) years, employees will receive formal performance reviews from their supervisor/Site Director. Employees who are subject to 10-148 CMR Chapter 32, Rules For The Licensing of Child Care Facilities 11.2.3.4, which include Teachers of Children with Disabilities and Ed Techs I to III who work at a site with a CDS special education program with a child care center license, will receive annual performance reviews. Employees shall have the opportunity to meet with their evaluator and receive a copy of the written evaluation before it is placed in the file. Employees are entitled to disagree with their evaluation in writing and have it attached to said document.

ARTICLE XIV - COMPLAINTS AND INVESTIGATIONS

This article applies to external complaints or allegations made by members of the public, clients, and/or a client’s family.

A Site Director/designee shall be responsible for investigating allegations or complaints of misconduct against an employee which may result in disciplinary action.

When the employee under investigation is to be interviewed concerning the alleged misconduct which could result in disciplinary action, the employee shall be notified in writing at least twenty-four (24) hours prior to the interview. In the event of an emergency, such reasonable notice as the circumstances permit shall be given. The notice shall state that an official investigation is being conducted and shall state the subject matter of the interview.

Any interview of an employee under this article shall be conducted at a reasonable time, in a suitable location, and, when practical, on CDS premises when the employee is on duty. A union representative or union attorney may be presented to advise and counsel the employee.

If an employee witness believes an interview may result in disciplinary action against him/her, he/she may request a union representative and the interview shall be stayed until a union representative is retained.

An employee under investigation shall be informed in writing within a reasonable time, but no later than five (5) workdays, after the investigation is completed, of any conclusions made.

The investigation report and conclusions shall be included with the initial complaint/allegation when placed in the employee's personnel file.

ARTICLE XV – VACANCIES, JOB POSTINGS AND TRANSFERS

- A. All position vacancies in the bargaining unit shall be posted internally on designated bulletin boards and electronically on the CDS website for a minimum of five (5) days prior to filling the position.
- B. Applications from all qualified internal candidates shall be considered before any candidate is selected for interview.
- C. CDS retains the right to fill the position with a candidate of its choosing. In the event that the qualifications of an internal candidate are, in the Site Director's judgment, equal to or better than the qualifications of an external candidate and the internal candidate is qualified and suitable for the position, the internal candidate will be selected.

ARTICLE XVI – NON-DISCRIMINATION

CDS and the Union shall prohibit discrimination against employees based upon race, color, religion, creed, national origin, sex, marital status, sexual orientation, age, disability, or military service or membership or non-membership in the Union, as proscribed by law.

Any dispute arising out of the provisions of this Article may be grieved up to the State Director level but not arbitration. This provision shall not preclude other legal remedies provided by law.

ARTICLE XVII – UNION DUES – DEDUCTION FROM SALARY

- A. CDS agrees to deduct from employees' salaries money for membership dues or premiums for the MSEA/SEIU Income Protection Plan from employees who individually and voluntarily request that such deductions be made in either written or electronic format, consistent with the examples exchanged between the parties. Deductions shall be made in twenty six (26) equal installments and shall be submitted to the Union within fourteen (14) days. The employee's written or electronic authorization for payroll deductions shall contain the employee's name and Regional Site in which employed. Such authorization shall be transmitted by an authorized representative of the Union or the employee via the US Postal Service or email to the designated CDS representative at the State IEU, with a copy to the Union.
- B. The Union shall notify the designated CDS representative of the Union membership dues amount to be deducted from individual employees. Any change in the amounts shall be certified by the Treasurer of the Union in writing at least thirty (30) days in advance. The aggregate deductions of all participating unit employees shall be submitted to the Union no later than thirty (30) calendar days after such deductions are made.

C. The Union shall indemnify and hold CDS and its employees, both in their individual and professional capacities, harmless against any and all claims, suits, orders or judgments brought or issued against CDS as the result of any action taken or not taken by CDS under the provisions of this Article.

D. New employees eligible upon completion of six (6) months' service for coverage under this Agreement may also have such payroll deductions taken during their initial six months of employment.

ARTICLE XVIII – UNION BUSINESS

A. BULLETIN BOARDS

CDS will provide bulletin board space at each Regional Site for the purpose of posting official Union notices and other related materials. Union postings shall be restricted to such bulletin board space and signed by an authorized representative or stamped with an official Union logo. The Union agrees to provide a copy of any materials to be posted to the Site Director concurrent with posting.

CDS reserves the right to remove materials which it reasonably deems disruptive, unprofessional or demeaning to CDS, its representatives or any individual, or which is violative of law. CDS shall notify the Union prior to any removal.

B. LEAVE FOR NEGOTIATIONS

Union bargaining team members shall be granted leave with pay for the period of time scheduled for the formal negotiation meetings between the parties when such meetings are mutually scheduled during the employees' work day and reasonable time for travel to and from the meetings. No more than three (3) unit members shall be eligible for such leave. The Union shall notify CDS of the names of the bargaining team members. If work is reasonably available, bargaining team members shall be provided an opportunity to make up any lost time as a result of travel to and participation in negotiations meetings with CDS during the same work week.

C. SHOP STEWARDS

The Union may appoint a shop steward at each site whose duties shall be to represent site unit members in matters pertaining to the application and administration of this Agreement and in the handling of grievances in accordance with the procedures set forth in this Agreement. The Union shall notify CDS in writing of its selection of shop stewards and subsequent changes as they may arise.

In no event shall the steward's duties interfere with and/or disrupt the operations of the site or the steward's or employees' regularly scheduled work. When a meeting is mutually scheduled which requires the attendance of the shop steward, the steward shall suffer no loss of pay.

D. LEAVE FOR UNION BUSINESS

1. Employees engaged in official Union business may apply for leave without pay. Leave requests must be submitted in writing to the Site Director at least four (4) weeks prior to said leave. Leave shall be subject to the operational needs of the site but will not be unreasonably denied.
2. Up to two (2) employees for each site may be granted unpaid leave to attend annual steward trainings offered by the Union.
3. In addition, Union delegates may be granted unpaid leave to attend the annual Union convention. Employees shall provide at least four (4) weeks' advance notice of such leave and such leave shall not be denied. Employees may use available accrued PTO.

E. EMPLOYEE INFORMATION

CDS shall furnish to MSEA quarterly a computer listing of current information for each employee in positions covered by this agreement. The computer listing shall contain the name, classification, step, work location and address, work email, work phone personal phone/cell phone and date of hire for each unit employee. Additionally, on a monthly basis, CDS shall provide the Union with an electronic listing to include the name, date of hire, classification, steps, work email and work location of each new hire or transferee into the bargaining unit along with the name, classification and work location of employees who have severed employment with CDS.

F. ACCESS TO EMPLOYEES

1. Union representatives will be granted reasonable access to unit employees during employees' working hours for the purpose of investigating/processing grievances and administration of the contract. Access will be subject to the representative providing the Site Director/designee with advance notice of the visit. Such access will not disrupt CDS operations or violate security procedures. The representatives shall maintain and respect the confidentiality of CDS clients. If access needs to be temporarily delayed for special reasons, those reasons shall be explained to the Union representative in writing (including electronically).
2. A designated Union representative may have access to unit employees for the purposes of explaining MSEA-SEIU programs and benefits during non-working time, e.g., scheduled lunch period and after hours, provided such access does not interfere with CDS operations. Such access shall be limited to common lunch/break areas and will not be unreasonably denied. The Union agrees that it shall not engage in any campaigns, against CDS, while on CDS property.
3. New Employee Orientations: Each new employee, including employees who are new to an MSEA-SEIU bargaining unit, will be allowed thirty (30) minutes without charge to pay or leave time within thirty (30) calendar days of the hire date to meet with a representative of MSEA SEIU for the purpose of explaining MSEA-SEIU programs

and benefits. After participating in the new employee orientation meeting with the Union, an employee may opt out of receiving any further communications from the Union or allowing the Union to have any further access to that employee's information described in subsection E above, except for communications related to direct representation of that employee by the Union.

4. General Access: The Union may conduct workplace meetings during lunch and other breaks, and before and after the workday, on CDS's premises to discuss workplace issues, collective bargaining negotiations, the administration of the collective bargaining agreements and other matters to the duties of a bargaining agent and internal bargaining agent matters involving the governance or the business of the bargaining agent.
5. Union Meetings: The Union has the right to use government buildings and other facilities that are owned or leased by CDS to conduct meetings with bargaining unit members regarding bargaining negotiations, the administration of collective bargaining agreements, the investigation of grievances and other workplace-related complaints and issues and internal matters involving the governance or business of the Union, as long as that use does not interfere with governmental operations. The Union conducting a meeting in a CDS facility may be charged for maintenance, security and other costs related to the use of the CDS building or facility that would not otherwise be incurred by CDS.

ARTICLE XIX – LABOR/MANAGEMENT COMMITTEE

CDS and the Union will establish a joint Labor/Management Committee ("Committee") to provide a problem-solving setting to deal with systemic day-to-day problems or concerns regarding the workplace, or other matters agreed to by the parties.

The Committee shall be made up of three (3) representatives from the Union and up to three (3) representatives from CDS. Representatives from CDS shall be designated by the State Director. Representatives from the Union shall include at least one (1) representative from each bargaining unit and shall be designated by the Union. The Committee will be co-chaired by the Union and CDS. The chairs must agree on a mutually agreeable list of agenda items before each meeting. Issues shall be submitted to the co-chairs in writing two (2) weeks prior, unless mutually waived and issues outside of the agreed-upon list may not be considered at the meeting. Personnel matters and/or grievances may not be submitted to the Committee.

Meetings will be held periodically, although either chair may call special meetings with the concurrence of the other chair. Generally, there should be at least four (4) meetings each year. All Committee members may participate in the Committee meetings during working hours without loss of pay or benefits including necessary travel time. Any action taken by the Committee will be by mutual agreement.

The Committee has no authority to add to, delete from or modify this Agreement or requirements established by statewide policy.

ARTICLE XX – HEALTH AND SAFETY

- A. An employee shall notify the Site Director of any working condition which he/she reasonably believes is unsafe, hazardous to health or violation of law. The Site Director/designee shall investigate said complaint and, to the extent he/she deems necessary, take appropriate remedial/preventive action.

Employees and supervisors will receive periodic workplace safety training. The training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards. All training shall be subject to available funds. CDS will make every effort to secure funding or otherwise provide for essential safety training.

Any dispute arising under this Article may be grieved through the grievance procedure except that the Union agrees that prior to any demand for arbitration it will first seek the intervention by the appropriate administrative agency.

- B. The Employer will continue its practice of providing individualized support on a case-by-case basis for employees impacted by serious incidents in the workplace including, but not limited to, serious work injury, work-related death of a co-worker, death of a client, or any other work-related serious incident that may cause trauma to the employee. In response to a serious incident, the State Director or a designee may close a site or provide leave to the employee(s) impacted by the serious incident. In such case, the employees provided leave (or the entire site in the case of a site closure) shall receive Administrative Time Off (employer paid time off) during the leave. Employees are encouraged to immediately report serious incidents to the Site Director, Human Resources, and the State Director.
- C. CDS (the Employer) will offer all eligible employees the Living Resources Program, which is offered through the State of Maine Wellness program. CDS will cover the full cost of the Living Resources Program for all bargaining unit members.

ARTICLE XXI – INCLEMENT WEATHER AND SITE CLOSINGS

- A. INCLEMENT WEATHER

Employees shall receive Administrative Time Off (employer paid time off) for any lost time due to Regional Site closings caused by inclement weather. Regional Sites will close due to inclement weather when a majority of the programs/schools the Regional Site or satellite office serves have announced that they will be closed due to inclement weather. Each Site Director shall be responsible for announcing the closure of the Site or satellite office. Disputes over the calculation of the term “majority” shall be resolved by the State Director.

Program/School affiliated employees will follow the closing procedures in place at the program/school in which they work. Employees who follow an Academic Year schedule are expected to make up missed appointments following the academic calendar specific to their place of employment.

Program/School affiliated employees who do not follow an Academic Year schedule will follow the program/school affiliated employee closure rules and shall be expected to report to their site for work or may use PTO for time lost.

If an employee elects not to drive to work because of inclement weather and the site remains open, the employee's scheduled time missed may be paid with available PTO. This same policy applies to employees who travel directly from home to client sites, daycare facilities, schools, etc. as part of their normal job responsibilities. The employee is responsible for notifying his/her supervisor or the Site Director/designee.

B. EMERGENCY SITE/BUILDING CLOSURES

Office employees may use Administrative Time Off for time lost when a site closure/building is caused by extraordinary circumstances and such closure is approved by the State Director/designee.

ARTICLE XXII – WORK RULES

CDS may change or adopt statewide or site specific work rules pertaining to CDS expectations of employees and/or employee duties and responsibilities during the term of this Agreement provided that such changed or adopted work rules are not inconsistent with the terms and provisions of this Agreement. CDS shall notify employees of such change or adoption by posting such work rules for a period of fourteen (14) calendar days at the appropriate site(s), with a copy to the Union, except in emergencies, when the fourteen (14) day posting period may be shortened. Upon request, CDS will meet and consult with the Union on the proposed change or adopted work rule.

ARTICLE XXIII – EXPENSE REIMBURSEMENT FOR CELL PHONES

CDS will reimburse for cellular phone usage at a rate of \$8.00 per month, provided that the bargaining unit member has a cellular phone and provides CDS that cellular phone number (which will not be released outside of CDS): Any other bargaining unit member who travels 2,000 or more miles in the preceding fiscal year. For the purposes of this provision, mileage will be based on the mileage submitted by the individual for reimbursement. Newly hired individuals may use the mileage of the individual who previously held their position.

CDS shall make available at least two cellular phones for bargaining unit members to check out for temporary use at each site.

The parties acknowledge that CDS has started a program to provide cellular phones for business use to itinerant bargaining unit members. The parties agree that CDS may continue to expand this program for additional itinerant bargaining unit members as funds become available for the program.

ARTICLE XXIV – PERSONNEL FILE

- A. CDS shall maintain, for official CDS purposes, one [1] personnel file for each unit member. This file shall be kept in hard copy format in the office of the Site Director under conditions that ensure its integrity and safekeeping and shall include, but not be limited to, all memoranda and documents relating to such employee which contains commendations, employee performance evaluations and records of training programs completed.
- B. CDS employees shall henceforth be simultaneously sent a copy of all material as it is placed in the file. Anonymous or unattributable material shall not be placed in the file. A unit member shall have the right to submit a written response to any material placed in the personnel file. This written response shall then be filed and attached to the appropriate file material.
- C. CDS employees shall have the right to examine their file in the presence of the Site Director or designee during normal business hours of the office in which the file is kept. A CDS employee may obtain copies of any material in the personnel file. Access shall be permitted and copying accomplished during the normal business hours of the office in which the file is kept.
- D. CDS employees are encouraged to periodically review their file. It shall be the responsibility of each CDS employee to annually update the personnel file including any relevant professional accomplishments.

ARTICLE XXV – TELEWORK/REMOTE WORK

- A. Telework/Remote Work policies will be adopted or modified in accordance with CDS's standard process for developing and approving employment-related policies. An employee may request to telework/remote work by submitting a request in writing, which shall include electronically, in accordance with CDS's telework/remote work policy. The requested telework/remote work may be approved, denied, or modified consistent with CDS's policy.
- B. If the employee is not satisfied with the initial determination in response to their request, the employee can request reconsideration by the Director of Child Development Services, or the Director's designee, by submitting a request for reconsideration in writing within ten (10) workdays of receiving the initial determination. The Director or designee shall review the request for reconsideration and reach an independent determination, within thirty (30) workdays, on whether the request will be approved as is, approved in a modified form, or will not be approved. The Director or designee shall notify the employee in writing with the reason(s) for the denial, which shall include electronically, once the determination is reached.
- C. The decision of the Director or designee shall be final and not subject to the grievance procedure article of this Agreement. Employees who telework/remote work must comply with the provisions of CDS's telework/remote work policy.
- D. CDS will adopt the telework/remote work policy prepared by the Maine Department of Education once the Department of Education completes its review of the Executive Branch Baseline Telework policy. CDS agrees that its application of that policy will not be stricter than the

Department of Education's application. CDS shall notify and consult with MSEA about any new remote work policy or modifications to remote work policies prior to implementing any changes.

ARTICLE XXVI – ALTERATIONS OF AGREEMENT

This Agreement cannot be modified, amended, added to or subtracted from, except by an instrument in writing, signed by the parties. No alteration, understanding, variance, waiver or modification of any of the terms or conditions contained herein shall be made by an employee or group of employees with a Site Director or the State Director, and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties.

ARTICLE XXVII – DURATION

The term of this agreement shall be from January 1, 2022, through December 31, 2023.

Agreed to this 11 day of November, 2022 by:

For Child Development Services

Dr. Robert D. Lucad
CDS State Director

For Maine State Employees Association

Timothy McGuire
Timothy McGuire
MSEA SEIU

APPENDIX A
GRIEVANCE FORM

Name of Employee: _____

Classification: _____

Regional Site: _____

Immediate Supervisor/Site Director: _____

Statement of Grievance:

List applicable violation [*Grievant should state facts giving rise to grievance, date of occurrence and contract articles allegedly violated.*]

Adjustment Sought:

Date _____ Signature of Employee _____

Signature of Union Representative _____ Title _____

Date Presented to CDS Representative _____

Signature _____ Title _____

Disposition of Grievance

Level One _____ Level Three _____

Level Two _____ Level Four _____

Copy to State Director

Copy to Union

SUPPORT - July 1, 2022 - June 30, 2023						
Step	Certified Occupational Therapy Assistant	Ed Tech I	Ed Tech II	Ed Tech III	Speech-Language Pathology Assistant	Office Operations Assistant
1	\$ 14.82	\$ 12.51	\$ 13.73	\$ 14.82	\$ 14.82	\$ 12.88
2	\$ 15.35	\$ 12.94	\$ 14.21	\$ 15.35	\$ 15.35	\$ 13.34
3	\$ 15.86	\$ 13.36	\$ 14.67	\$ 15.86	\$ 15.86	\$ 13.78
4	\$ 16.43	\$ 13.84	\$ 15.20	\$ 16.43	\$ 16.43	\$ 14.29
5	\$ 17.05	\$ 14.35	\$ 15.76	\$ 17.05	\$ 17.05	\$ 14.82
6	\$ 17.72	\$ 14.90	\$ 16.36	\$ 17.72	\$ 17.72	\$ 15.40
7	\$ 18.41	\$ 15.47	\$ 16.99	\$ 18.41	\$ 18.41	\$ 16.00
8	\$ 19.17	\$ 16.10	\$ 17.68	\$ 19.17	\$ 19.17	\$ 16.66
9	\$ 19.87	\$ 16.68	\$ 18.32	\$ 19.87	\$ 19.87	\$ 17.27
10	\$ 20.60	\$ 17.29	\$ 18.99	\$ 20.60	\$ 20.60	\$ 17.91
11	\$ 21.37	\$ 17.92	\$ 19.69	\$ 21.37	\$ 21.37	\$ 18.57
12	\$ 22.17	\$ 18.57	\$ 20.42	\$ 22.17	\$ 22.17	\$ 19.25

** Effective first full pay period following July 1, 2022 and ended last pay period ended on or after July 1, 2023.

Step	SUPPORT – July 1, 2023 – June 30, 2024					
	Certified Occupational Therapy Assistant	Ed Tech I	Ed Tech II	Ed Tech III	Speech-Language Pathology Assistant	Office Operations Assistant
1	\$ 15.19	\$ 12.82	\$ 14.07	\$ 15.19	\$ 15.19	\$ 13.20
2	\$ 15.73	\$ 13.26	\$ 14.57	\$ 15.73	\$ 15.73	\$ 13.67
3	\$ 16.26	\$ 13.69	\$ 15.04	\$ 16.26	\$ 16.26	\$ 14.12
4	\$ 16.84	\$ 14.19	\$ 15.58	\$ 16.84	\$ 16.84	\$ 14.65
5	\$ 17.48	\$ 14.71	\$ 16.15	\$ 17.48	\$ 17.48	\$ 15.19
6	\$ 18.16	\$ 15.27	\$ 16.77	\$ 18.16	\$ 18.16	\$ 15.79
7	\$ 18.87	\$ 15.86	\$ 17.41	\$ 18.87	\$ 18.87	\$ 16.40
8	\$ 19.65	\$ 16.50	\$ 18.12	\$ 19.65	\$ 19.65	\$ 17.08
9	\$ 20.37	\$ 17.10	\$ 18.78	\$ 20.37	\$ 20.37	\$ 17.70
10	\$ 21.12	\$ 17.72	\$ 19.46	\$ 21.12	\$ 21.12	\$ 18.36
11	\$ 21.90	\$ 18.37	\$ 20.18	\$ 21.90	\$ 21.90	\$ 19.03
12	\$ 22.72	\$ 19.03	\$ 20.93	\$ 22.72	\$ 22.72	\$ 19.73
13	\$ 23.57	\$ 19.71	\$ 21.71	\$ 23.57	\$ 23.57	\$ 20.46

**Effective first full pay period following July 1, 2023 and ended last pay period ended on or after July 1, 2024.