

AGREEMENT

between

CHILD DEVELOPMENT SERVICES

and the

MAINE STATE EMPLOYEES ASSOCIATION

for the

PROFESSIONAL UNIT

JANUARY 1, 2016 – DECEMBER 31, 2018

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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 towards the accomplishment of the missions 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 Teachers of Children with Disabilities, Educational Consultants, Service Coordinators, Case Managers Level I (3 to 5), Case Managers Level II (3 to 5), Speech Language Pathologist, Occupational Therapists, Physical Therapists, Licensed Social Workers, Licensed Clinical Social Workers (including Licensed Marriage and Family Therapists and Licensed Clinical Professional Counselors), and School Psychological Service Providers. Excluded from this unit are the State IEU Director, State office 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.

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.

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 American Arbitration Association (“AAA”) in accordance with the AAA 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 completion of the proceedings. The arbitrator shall be bound by the rules of the AAA 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 the 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.

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 and whose work year is determined by the student school year of the public or CDS school program and approved work shop 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 workweek 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 unless specifically provided for in this Agreement.

C. FLEX TIME

Generally, the work scheduled for employees shall be during the working hours in which the site offices are open. However, employees may use flex time to adjust their standard work schedule when necessary to provide direct services to clients and with the pre-approval of the Site Director or the Site Director’s designee.

D. TIME SHEETS

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

E. 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 time and unforeseen emergencies.

ARTICLE V – SENIORITY AND REDUCTION IN FORCE

A. SENIORITY

“Seniority” shall be 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 for new employees.
2. For purposes of this Article, the following impact areas within each of the Regional Sites shall be recognized:
 - a. Teacher of Children with Disabilities – Birth to 5
 - b. Educational Consultant
 - c. Service Coordinator
 - d. Case Manager – 3 to 5 (Level I)
 - e. Case Manager – 3 to 5 (Level II)
 - f. Speech Therapist
 - g. Occupational Therapist

- h. Physical Therapist
 - i. Licensed Social Worker
 - j. Psychological Service Provider
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 that 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 his/her 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 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. 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 agrees to pay the cost of single subscriber health and dental insurance for all full time employees. Participating full time employees shall be responsible to contribute \$10.00 per two week pay period for health insurance coverage (for a total of 24 pay periods during a calendar year).

Part-time employees* regularly scheduled to work at least twenty-five (25) hours per week shall receive seventy-five percent (75%) of the above applicable CDS 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 above applicable CDS contributions. Employees regularly scheduled to work less than twenty (20) hours per week shall not be entitled to CDS contributions. Employees electing dependent coverage shall be responsible for the additional costs.

CDS reserves the right to elect the health insurance plan and health insurance provider.

The parties to this Agreement acknowledge and agree that CDS has the right to investigate alternative health insurance options during the term of this Agreement, including, but not limited to, (1) offering more than one health insurance plan and/or provider, (2) exercising CDS right to join the State of Maine group health plan under 5 MRSA 285, and/or (3) modify coverage(s) offered to dependents. In the event that during the term of this Agreement, CDS decides to implement a health insurance alternative, CDS shall have the option to do any of the following: (1) implement the alternative provided the change does not impact the contribution levels of employees as set forth in this Agreement; or (2) reopen this Agreement for bargaining (which will be limited to bargaining over the Benefits and Compensation articles of the CBA). The parties shall honor the remaining terms of the Agreement for the full term of this Agreement, including during any re-opener pursuant to this paragraph.

*For purpose of health insurance coverage, the term "Part time employee" is defined as an employee regularly scheduled to work less than 30 hours per week. For the purpose of dental insurance coverage, the term "Part time employee" is defined as an employee regularly scheduled to work less than 40 hours per week.

B. CASH-IN-LIEU OF HEALTH INSURANCE

Employees who 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
Columbus Day	Martin Luther King Day
Thanksgiving Day	Memorial Day
Day after Thanksgiving Day	Veterans' Day
Christmas Day	

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	Independence Day
Patriots' 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 and 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 or disability benefits 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.

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. 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.

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 or more per week, 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

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 per diem base rate of pay and shall not include any differentials or premium pay. PTO is not part of any overtime calculation.

8. Scheduled PTO – Calendar Year Employee’s 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 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.

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 care-giving 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.

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. No PTO may be used during an employee’s two (2) week notice period. Any PTO days used thirty (30) days prior to severance 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.

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, grandparent, grandparent of spouse or domestic partner, parent of spouse or domestic partner, or parent to attend funeral services and address estate and household matters.

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

Employees who are regularly scheduled to work a non-conforming work schedule, (i.e. ten (10) hours per day for four (4) days per week), shall only be eligible for holiday pay if the

holiday falls or is observed on a day the employee is scheduled to work. The employee shall be paid for the number of hours the employee is regularly scheduled on that day. All non-conforming work schedules must be approved by the IEU State Director.

M. ELECTION OF PTO AND EMERGENCY CLOSINGS

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.

ARTICLE VII – COMPENSATION

Effective January 10, 2016, each bargaining unit member, except those who are red lined, shall be moved up one step on the compensation wage scale. For bargaining unit members currently on step 15, CDS shall create a step 16 in the wage scale (based on the average percentage difference between the existing steps) and move those bargaining unit members to step 16. Bargaining unit members who are red lined, shall receive a lump sum payment of \$500.00 in two equal installments, in the first pay period of January (or next pay period following ratification) and the last pay period in June. However, in the event the creation of a new step in the salary scale results in a currently red lined employee's existing compensation falling below the highest established steps, the red lined employee's shall receive either (a) a lump sum of five hundred dollars (\$500.00) or (b) the dollar amount increase necessary for the employee's compensation to be increased to the bottom of the next step, whichever is greater for the first calendar year. If the employee receives the lump sum of five hundred dollars, at the end of the calendar year, the employee shall be placed on the highest step (with no retroactive pay).

On July 1, 2016, the following positions shall receive a one-time ten percent (10%) increase to their compensation, in addition to the increase step set forth above: (1) educational consultant; (2) licensed clinical social worker; and (3) licensed clinical professional counselor.

Prior to September 30, 2016, CDS shall notify the Union in writing whether CDS can grant an additional increase in compensation effective for the calendar year 2017. In the event CDS determines that it cannot grant any additional increase in compensation at that time, each bargaining unit member shall receive \$200 in a one-time, lump sum compensation payment on the first pay period of calendar year 2017. The increases (and alternative lump sum compensation) set forth above shall not be paid to individuals working as substitutes and temporary employees.

Prior to September 30, 2017, CDS shall notify the Union in writing whether CDS can grant an additional increase in compensation effective for the calendar year 2018. In the event CDS determines that it cannot grant any additional increase in compensation at that time, each bargaining unit member shall receive \$200 in a one-time, lump sum compensation payment on the first pay period of calendar year 2018. The increases (and alternative lump sum compensation) set forth above shall not be paid to individuals working as substitutes and temporary employees.

ARTICLE VIII - EXEMPT STATUS

All professional employees shall be considered exempt employees and shall be paid on a salary basis. All academic year employees, who are paid on a salary basis, shall be paid over 26 consecutive pay periods during the fiscal year, effective the first pay period of the academic year of 2014.

ARTICLE IX – SALARY FOR PART-TIME EMPLOYEES

Salary for part-time employees shall be prorated against their full-time equivalent.

ARTICLE X – TRANSFER/REASSIGNMENT/RECALL TO ACADEMIC POSITION

In the event that an employee transfers from a Calendar Year position to an Academic Year position, the employee shall be placed on the appropriate Academic Year Salary scale at the step level closest to, but not less than, the equivalent of eighty-five percent (85%) of the employee’s Calendar Year salary.

ARTICLE XI – STIPENDS

CDS reserves the right to award stipends for additional work as it deems appropriate.

Stipends:

- | | | |
|----|--|--|
| 1. | Mentor | \$200 (6 months)
\$300 (9 months)
\$400 (12 months) |
| 2. | Chapter 118 Mentors | \$750 (12 months) |
| 3. | Team Leader (Clinical Team, Part B, Part C, Site Program) | 20 or more employees \$5,000
11 to 19 employees \$4,000
4 to 10 employees \$2,500
2 or 3 employees \$1,000 |
| 4. | Supervisor of Behavior Health Professional with Specialized Services Endorsement
(must meet current MaineCare standard) | Supervision of over 10 Behavioral Health Professionals \$2,500
Supervision of up to 10 Behavioral Health Professionals \$1,500 |

Stipends are annual appointments subject to renewal at the discretion of CDS. Employees do not have right of reappointment. Vacancies shall be posted in accordance with Article XVI. Stipends shall be awarded consistent with CDS Administrative Letter No. 25, dated May 7, 2010.

ARTICLE XII – 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 XIII – 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 XIV – 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.

CDS agrees to reimburse an employee the tuition costs and related fees of one (1) pre-approved course, equal to three (3) credit hours per year, at a cost up to but no more than, the University of Maine rate at Orono. Reimbursement shall be made directly to the employee upon submission of documentation of successful course completion with a grade of B or better. Employees must submit a written request, in advance, to the designated CDS authority, specifying the course, institution, and associated tuition cost and fees. Prior approval shall be subject to available funds, relevance to the employee's current job responsibilities and benefit to CDS.

Each Employee shall be eligible to receive reimbursement up to \$100.00 for fiscal year 2011-2012 and 2012-2013 for approved professional development. CDS agrees that approval of professional development requests shall not be unreasonably denied.

ARTICLE XV – 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 XVI – DISCIPLINE

A. PROBATIONARY PERIOD

Calendar Year employees shall complete a probationary period of eighteen (18) work months from initial employment at the Regional Site. Academic Year employees shall complete a probationary period of two (2) complete school years from initial employment at the Regional Site.

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 as well as other applicable work rules and policies.

Discipline will generally be progressive, *i.e.*, oral warning, written warning, suspension, and dismissal. CDS will clearly identify the level of discipline being issued to the employee. CDS retains sole discretion to deviate from progressive discipline process based on the nature and circumstances of an employee's behavior or misconduct including, but not limited to, using performance improvement plans (PIPs).

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 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, failing to fulfill job responsibilities, or interfering with the job responsibilities of co-workers.
- 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 XVII – 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 XVIII – 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 present 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) work days, 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 XIX – 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 XX – 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, 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 XXI – 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 in writing that such deductions be made. 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 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 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, 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 coverage under this Agreement may also have such payroll deductions taken during their initial six months of employment.

ARTICLE XXII – 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 prior to 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 without pay when negotiations are mutually scheduled during the employees' work day. 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 site steward, the steward shall suffer no loss of pay. If no steward is available from the site and an employee elects to be represented during an investigatory meeting/grievance, an off-site MSEA representative may attend.

D. LEAVE FOR UNION BUSINESS

Employees engaged in official Union business may apply for leave without pay. Leave requests must be submitted in writing to the Site Director four (4) weeks prior to said leave. Leave shall be subject to the operational needs of the site.

Up to two (2) employees for each site may be granted unpaid leave to attend annual steward trainings offered by the Union. 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 annually an electronic listing of current information for each employee in positions covered by this agreement. The electronic listing shall contain the name, classification, step, work location 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, 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

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 advanced 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.

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 or otherwise, while on CDS property.

ARTICLE XXIII – 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 XXIV – HEALTH AND SAFETY

Any 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.

ARTICLE XXV – 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.

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 Directors/designee.

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.

ARTICLE XXVI – 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 XXVII – EXPENSE REIMBURSEMENT FOR CELLULAR PHONES

CDS will agree that the individuals listed in the attached Exhibit A shall continue to have the use of a cellular phone consistent with the current terms and conditions used by the Site until those individuals either (1) separate from CDS, (2) move to a different site, or (3) five years has

elapsed from the date of this Agreement, whichever occurs first in time. The individuals list on Exhibit A shall not receive a cellular phone stipend or reimbursement.

For following bargaining unit members, 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. The reimbursement will begin as of January 1, 2016.

The following sites shall make available at least two cellular phones for bargaining unit members to check out for temporary use: Reach, First Step, York, and Two Rivers.

CDS agrees to explore the viability and practicality of providing cellular phones to appropriate bargaining unit members, including engaging in a small scale pilot program at one or more sites. The parties agree to meet during or before June 1, 2016 to discuss the viability of CDS providing cellular phones to appropriate bargaining unit members.

ARTICLE XXVIII – 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 XXIX – 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 any 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 XXX – DURATION

The term of this agreement shall be from January 1, 2016 to December 31, 2018.

Agreed to this ____ day of _____, 2016 by:

For Child Development Services

For Maine State Employees Association

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

**APPENDIX B
PROFESSIONAL SCALE 1/1/16 - 12/31/16
ACADEMIC YEAR EMPLOYEES**

Step	Service Coordinator, Case Manager 3-5, Level I	Case Manager Level II	LCSW, Educational Consultant	Occupational Therapist	Physical Therapist	School Psychological Service Provider	Licensed Social Worker	Speech Language Pathologist	Teacher of Children With Disabilities
Effective 1.10.16									
1	23,834	26,322	\$26,883	31,992	31,992	53,321	24,527	33,592	26,322
2	24,857	27,514	\$28,104	33,040	33,040	54,586	25,638	34,692	27,514
3	25,878	28,707	\$29,326	34,086	34,086	55,853	26,749	35,792	28,707
4	26,901	29,899	\$30,548	35,134	35,134	57,120	27,861	36,891	29,899
5	27,922	31,090	\$31,771	36,181	36,181	58,386	28,971	37,991	31,090
6	28,945	32,283	\$32,992	37,229	37,229	59,652	30,082	39,090	32,283
7	29,966	33,475	\$34,215	38,276	38,276	60,919	31,193	40,190	33,475
8	30,989	34,668	\$35,436	39,323	39,323	62,186	32,304	41,290	34,668
9	32,010	35,859	\$36,658	40,371	40,371	63,452	33,414	42,389	35,859
10	33,033	37,051	\$37,880	41,418	41,418	64,717	34,525	43,489	37,051
11	34,054	38,244	\$39,102	42,465	42,465	65,984	35,636	44,589	38,244
12	35,077	39,436	\$40,324	43,512	43,512	67,250	36,747	45,688	39,436
13	36,098	40,627	\$41,546	44,560	44,560	68,517	37,857	46,788	40,627
14	37,120	41,820	\$42,767	45,606	45,606	69,783	38,968	47,929	41,820
15	38,142	43,012	\$43,990	46,654	46,654	71,050	40,080	48,987	43,012
16	39,329	44,350	\$45,318	48,105	48,105	73,260	41,326	50,510	44,350

Step Effective 7.1.16	LCSW, Educational Consultant
1	\$29,571
2	\$30,915
3	\$32,259
4	\$33,603
5	\$34,948
6	\$36,291
7	\$37,636
8	\$38,980
9	\$40,324
10	\$41,668
11	\$43,012
12	\$44,356
13	\$45,701
14	\$47,044
15	\$48,389
16	\$49,850

APPENDIX B
PROFESSIONAL SCALE 1/1/16 – 12/31/16
CALENDAR YEAR EMPLOYEES

Step	Service Coordinator	Case Manager Level II	LCSW, Educational Consultant	Occupational Therapist	Physical Therapist	School Psychological Service Provider	Licensed Social Worker	Speech Language Pathologist	Teacher of Children With Disabilities
Effective 1.10.16									
1	28,040	30,967	31,626	37,638	37,638	62,730	28,856	39,520	30,967
2	29,242	32,370	33,064	38,871	38,871	64,220	30,163	40,813	32,370
3	30,445	33,772	34,502	40,102	40,102	65,710	31,470	42,108	33,772
4	31,647	35,175	35,940	41,335	41,335	67,200	32,776	43,401	35,175
5	32,849	36,577	37,377	42,566	42,566	68,689	34,083	44,695	36,577
6	34,052	37,980	38,815	43,799	43,799	70,180	35,390	45,989	37,980
7	35,254	39,382	40,252	45,030	45,030	71,660	36,697	47,283	39,382
8	36,456	40,785	41,690	46,263	46,263	73,159	38,004	48,576	40,785
9	37,454	42,187	43,127	47,495	47,495	74,649	39,311	49,869	42,187
10	38,861	43,590	44,565	48,727	48,727	76,139	40,618	51,164	43,590
11	40,063	44,992	46,002	49,960	49,960	77,628	41,925	52,456	44,992
12	41,265	46,395	47,440	51,192	51,192	79,119	43,231	53,751	46,395
13	42,468	47,797	48,877	52,424	52,424	80,608	44,538	55,045	47,797
14	43,670	49,200	50,315	53,656	53,656	82,098	45,845	56,339	49,200
15	44,872	50,602	51,752	54,888	54,888	83,588	47,152	57,632	50,602
16	46,268	52,176	53,362	56,595	56,595	86,187	48,618	59,424	52,176

Step Effective 7.1.16	LCSW, Educational Consultant
1	34,789
2	36,371
3	37,952
4	39,534
5	41,114
6	42,696
7	44,277
8	45,859
9	47,440
10	49,021
11	50,602
12	52,184
13	53,765
14	55,347
15	56,927
16	58,698

SIDE AGREEMENT
CHANGE IN PAYROLL DATES

Upon execution of this Agreement, CDS may extend the payroll dates by an additional seven (7) calendar days in order to provide the State IEU additional time to process payroll. The extension of payroll dates shall be implemented over a period of not less than 6 weeks so as to minimize any hardship to employees. CDS shall consult with the Union prior the change in payroll dates. The extension of payroll dates shall not affect the start and end of the normal workweek for payroll purposes.

In the event of undue hardship for any individual employee, the period for implementation may be extended beyond six weeks for that particular employee.

Exhibit A

Opportunities:

~~Jan Irish~~
Nancy McKinney
Diane McLaughlin
~~Louise Chapman~~
~~Erin Jackson~~
Ruth-Ann Lavoie
Tina LaJoie
~~Laurie Brown~~
~~Michelle Keating~~
~~Heather Carlton~~
~~Brenda Dionne~~
~~Vanessa Wallace~~
Mike Davis
~~Janet Libby~~
Tobi Crosby
~~Michelle Keating~~
~~Sara Daily~~
~~Amanda Cormier~~
~~Alexecus Clark~~
~~Kaili Baleom~~
Rumford Preschool
Mary Wall

Mid-Coast:

~~Michelle Athearn~~
Kate Edge
Tera Kennedy
~~Michelle Peresia~~
~~Daniel Pfeffee~~
Linda Reynolds
Christine Roling
Katie Tranzillo
~~Betty Wood~~

(The names of employees whose status changed are noted by strike thru)