

Collective Bargaining Agreement
Between
Local 509, Service Employees International Union
and
The Commonwealth of Massachusetts,
Department of Early Education and Care
_____ through June 30, 2016

Parties to the Agreement

This Collective Bargaining Agreement (Agreement) is entered into by Local 509, Service Employees International Union, with its principal offices at 100 Talcott Avenue – Building 313, 2nd floor, Watertown, Massachusetts (the “Union”) and the Commonwealth of Massachusetts, Department of Early Education and Care (EEC) with its principal offices at 51 Sleeper Street, 4th floor, Boston, Massachusetts. Each side agrees to notify the other in the event the address of its principal office changes.

Recognition

EEC recognizes the Union as the exclusive bargaining representative for Family Child Care (FCC) Providers as certified In the matter of Dept. of Early Education and Care and Local 509, Service Employees International Union, Case No. WMAS-12-2391 by the Commonwealth of Massachusetts, Department of Labor Relations on November 7, 2012. The Union recognizes EEC as the employer of FCC Providers, for the purposes of this collective bargaining agreement, as set forth in M.G.L. c. 15D, §§ 2 and 17.

Article I: Rates

1. Rate Increase.

All of the rate increases described below shall be paid directly to the FCC Providers.

Effective July 1, 2013, the FCC Provider rates will be increased by four percent (4%) per day. Retroactive payment will be made to FCC Providers following the execution of this Agreement.

Effective July 1, 2014, the FCC Provider rates will be increased by three percent (3%) per day.

Effective July 1, 2015, the FCC Provider rates will be increased by three percent (3%) per day.

The Union shall have the option to reopen this Agreement for the purpose of discussion and negotiation over the subject of rate structure change effective in FY 2016.

2. Full-time and Part-time Rates.

EEC agrees that the part-time rates shall be increased to 60% of the full-time rates upon completion of the Child Care Financial Assistance System (CCFA). If CCFA is not implemented by July 1, 2014, EEC shall make payment retroactive to July 1, 2014.

3. Non-Standard Hours.

EEC agrees to undertake, with cooperation from the Union, including the participation of a person designated by the Union, and in conjunction with Family Child Care Systems and Child Care Resource & Referral Agencies (CCR&Rs), a review and assessment of non-standard hours by FCC Providers. Non-standard hours shall be defined as hours before 7:00 a.m., hours after 5:00 p.m., and any hours on Saturdays and Sundays. The study will be used to determine the use of and need for such non-standard child care hours by subsidized families within the Commonwealth. EEC will report its findings to the Union no later than May 31, 2014. In the event that the study results in the finding of substantial use of and/or a need for additional non-standard child care hours by subsidized families within the Commonwealth this Agreement shall be reopened for the purpose of negotiating over the subject of compensation for non-standard hours.

4. Special Needs.

EEC agrees to undertake, with cooperation from the Union, including the participation of a person designated by the Union, and in conjunction with Family Child Care Systems and CCR&Rs, a review and assessment of subsidized children who have special needs, including behavioral, cognitive, physical or medical needs, but may not receive child care financial assistance under the service need of Special Needs/Disability of Child. The study will be used to determine the number of children with special needs and whether EEC should amend its Income Eligible and/or Priority Populations contracts or take other measures to target resources to this particular population. EEC will report its findings to the Union no later than May 31, 2014. In the event the study results in a finding that a significant amount of FCC services are being provided or are needed to be provided to children with special needs (as defined above) then this Agreement shall be reopened for the purpose of negotiating over the subject of compensation for providing services to children with special needs.

Article II: Paid Time Off

5. Paid Time-Off.

EEC agrees to undertake, with cooperation from the Union, including the participation of a person designated by the Union, and in conjunction with Family Child Care Systems and CCR&Rs, a review and assessment of how paid-time off would be administratively administered

and what amount of paid time-off EEC can fiscally support. EEC will report its findings to the Union no later than December 31, 2014.

6. Other Paid Time-Off.

A. Holidays:

The following ten (10) days shall be the minimum number of paid holidays for all FCC Providers. Providers may substitute religious holidays for any of the identified holidays.

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Patriot's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving Day
- Christmas Day

Providers who have been receiving a greater number of total paid closure days shall continue to do so.

B. Professional Days.

In addition to the holidays described in A) above, FCC Providers shall receive two (2) paid professional days per year.

C. QRIS Days.

In addition to the professional days described in B) above, FCC Providers who are at or above QRIS Level 1 shall receive two (2) paid days off per year to be used to advance in QRIS.

Article III: Transportation

7. All Independent Providers who seek to provide or subcontract for the provision of transportation will be required to enter into a Transportation Agreement with their local CCR&R. All such transportation arrangements must comply with applicable federal and state law, EEC's regulations at 606 CMR 10.00 and 14.00, and EEC's Transportation Policy.

Transportation for subsidized children will only be awarded consistent with EEC's Financial Assistance Policy Guide and will be paid the daily reimbursement rate as established by EEC.

Article IV: Provider Access to Children

8. EEC agrees to include the provision of services to children in "priority populations" by Independent FCC Providers as a discussion topic at future Provider/EEC committee meetings as described in Article VIII: Provider's Voice, below.

Article V: Parent Access to Services

9. Translation.

EEC will exercise its best efforts, subject to available funding, to provide language access to recipients of child care financial assistance. EEC agrees to update its financial assistance forms and QRIS guidance documents into Spanish, Portuguese, Chinese, and Haitian-Creole. EEC will work with the Family Child Care Systems and CCR&Rs to ensure translation of similar documents that are provided to families. In communities where a language other than Spanish, Portuguese, Chinese or Haitian-Creole is commonly spoken by a significant number of parents, EEC agrees to make efforts to update its financial assistance forms and QRIS guidance documents into that language and to work with Family Child Care Systems and CCR&Rs to make efforts to translate similar documents into that language.

Article VI: QRIS

10A. EEC agrees to include QRIS as a standing discussion topic in the Provider Committee meetings as addressed in Article VIII: Provider's Voice, below.

10B. EEC agrees to make available on its website all forms and templates required to achieve any QRIS level. EEC will exercise its best efforts to provide training materials related to QRIS free including on-line, or at a reduced cost for FCC Providers.

10C. Any FCC Provider who submits an application for QRIS credentialing shall receive a written response within ninety (90) days from the date of submission. EEC shall continue its practice of considering FCC Providers as having achieved a QRIS level on the date the Provider completes his or her self-assessment for the purposes of any corresponding compensation increases or increase in eligibility to take on new children.

10D. Any FCC Provider seeking guidance on QRIS standards or assistance on how to achieve the next QRIS level may contact her regional EEC Quality Program Specialist. Contact information for regional EEC Quality Program Specialists shall be provided to each provider. Meetings shall be conducted at a mutually convenient place and time potentially including weekends. Any meetings will be on the FCC Providers own time.

11. Regular training shall be offered to FCC Providers seeking assistance on how to use EEC's Quality Program Manager (QPM). Training shall be offered by EEC, its grantees, and/or its contractors at reasonable times and locations, including evenings and weekends and EEC will exercise its best efforts, subject to available funding, to provide some trainings in Spanish, Portuguese, Chinese and Haitian-Creole.

Article VII: Information and Training

12A. EEC will conduct face-to-face trainings and produce webinars accessible through its website, regarding EEC's subsidy regulations and financial assistance policy guide. These trainings will include, but are not limited to, issues specific to FCC providers.

12B. EEC, its grantees, and its contractors will exercise their best efforts to schedule trainings on days other than state holidays and will not require attendance at professional development trainings on recognized religious holidays.

12C. EEC will exercise its best efforts to provide professional development trainings for free or at a reduced cost. Child care educators, including FCC Providers will be required to pay for certain courses that offer Continuing Education Units (CEUs) or Professional Development Plans (PDPs).

12D. Subject to allocation and available funding, EEC will offer the Early Childhood Educators scholarship program that provides tuition assistance to eligible child care educators, including FCC providers.

12E. EEC will provide advance notification, as much in advance as reasonably possible, to the Union and to all FCC providers at the email address on record regarding upcoming non-competitive training grants and opportunities. Such notice shall include the name and contact information of someone to answer providers' questions about the application process. EEC will coordinate with its Educator and Provider Support (EPS) grantees to ensure that the contents of the course catalog and other training opportunities along with clearly identified requirements for application are communicated to the Union. Such identified requirements will be provided to all FCC providers at the email address on record.

EEC will provide advance notification, as much in advance as reasonably possible, to the Union and to all FCC providers to the extent possible consistent with applicable law regarding upcoming competitive training grants. Such notice shall include the name and contact information of someone to answer providers' questions about the application process. EEC will coordinate with its Educator and Provider Support (EPS) grantees to ensure that the contents of the course catalog and other training opportunities along with clearly identified requirements for application are communicated to the Union. Such identified requirements will be provided to all FCC providers to the extent possible consistent with applicable law.

Article VIII: Provider's Voice

13. Provider Committee. The parties agree to establish a committee consisting of six (6) union representatives along with four (4) EEC representatives to meet on a quarterly basis at mutually convenient times and locations. Union representatives who are members of the Provider Committee shall receive compensation, at the applicable rate, for their attendance at Provider Committee meetings, exclusive of travel, for up to four (4) meetings per year. In addition, a Union staff person may participate in the meetings at the Union's discretion.

The agenda for Provider Committee meetings will be agreed to by the committee members at least seven (7) days prior to each meeting. The topics for discussion may include education and training opportunities for FCC providers, improvement of recruitment and retention of qualified providers, issues related to EEC programs, and QRIS.

14. Provider Representation. The EEC Commissioner shall select, in the exercise of his discretion to recommend additional representatives of the labor community to the state advisory council, one FCC provider with a deep interest in high quality early education and care from among a list of providers submitted by the Union. EEC will attempt to offer an open invitation to Union provider representatives whenever topics of specific interest to FCC providers are to be discussed. Attendance by FCC Providers at state advisory council meetings shall be unpaid.

EEC will attempt to ensure Union representation on all future committees whose topics affect or are applicable to FCC providers.

Article IX: Union Rights

15. Union Orientation. EEC will provide the Union with thirty (30) minutes as the last component of new educator orientation meetings for FCC Providers. Where practical, the Union shall be allowed to attend events conducted by EEC and which are held primarily for FCC Providers for the purpose of communicating with FCC Providers without interfering with the event.

16. Information. EEC shall provide the Union the following information on a monthly basis: a list of all FCC Providers who billed for a subsidized child including name, address, phone number, email address, and program number.

17. Union Security.

(1) The payment of dues, financial core contributor service fees (equivalent amount to dues) or agency service fees (reduced objector fair share amount) is required as a condition of employment for all FCC providers covered by this Agreement on or after the thirtieth day following the beginning of such employment. An authorization form will be designated by the Union for the purpose of authorizing the deduction of membership dues-and included in the initial material provided to the provider during the initial orientation. The authorization form shall contain an acknowledgment of the "assignment of payment" by the FCC Provider to the Union, representing authorization to deduct union dues. The authorization form for those FCC Providers paying dues shall require signature by the FCC Provider and a hard copy will be forwarded to EEC through an agreed upon exchange. The union will provide the EEC with a copy of any Provider's notice of objection to paying the financial core contributor service fee.

(2) Effective upon ratification of this agreement, all current and future FCC Providers who have not completed an authorization form and/or have not objected to paying dues or financial core contributor fees will have the financial core contributor fee deducted beginning on the thirtieth day following their start of employment without a signature required for the deduction to be implemented.

(3) Dues, financial core contributor fees or agency service fees, as established from time to time by the Union, in accordance with section 1 of this Article shall be deducted from the compensation due each FCC Provider. All such deductions shall be remitted to the Union by the end of the month following the month in which the dues or fees were deducted. No system change can be made to the initial dues, financial core contributor fees or agency service fees deduction methodology without two months' notice to EEC to develop and implement said system change. All changes to dues, financial core contributor fees or agency service fees for bargaining unit members, other than new FCC Providers, shall occur as soon as administratively possible but in no event more than sixty (60) days after the change has been requested.

(4) Each remittance of dues and/or fees shall be accompanied by a list of all FCC providers in the bargaining unit. Such list shall include:

Name

Address

Phone number

Email

Child Care program number (if available)

Name of Family Child Care System Provider is affiliated with (if any)

Amount paid

Amount of dues, fees and/or political education fund deductions

Units (or hours) for which the provider was reimbursed broken down by month

This list shall be transmitted in a mutually agreeable electronic format. Remittance of dues and agency fees shall be made payable to SEIU Local 509 and transmitted to SEIU Local 509 at the address most recently provided to the Department.

(5) Any Agency Service fee deducted under the provisions of this Article must be calculated in accordance with the provisions of Chapter 150E of the Massachusetts General Laws and any regulations promulgated by the Massachusetts Division of Labor Relations.

(6) Political Education Funds deductions shall be made in accordance with Section 17J of Chapter 180 of the Mass. General Laws. Upon receipt of written authorization, the political education fund sum specified in said authorization shall be an assignment of payment by the FCC Provider to the Union, representing authorization to deduct political education funds from said FCC Provider and shall be remitted to the Union in the same manner and at the same time as the dues and/or fees are remitted as described in this Article. This remittance shall be accompanied by a list of FCC Providers whose funds are being transmitted. No system change can be made to the political education funds deduction methodology without two months' notice to EEC to develop and implement said system change. All changes to political education funds deductions for bargaining unit members, other than new Family Child Care Providers, shall occur as soon as administratively possible but in no event more than sixty (60) days after the change has been requested.

(7) EEC assumes no obligation, financial or otherwise, arising out of compliance with any provisions of this Article and the Union hereby agrees that it will indemnify and hold

EEC harmless from any claims, actions or proceedings by any FCC Provider arising from deductions made at the request of EEC hereunder. Once funds are remitted to the Union, their disposition shall be the sole and exclusive obligation and responsibility of the Union.

Article X: Dispute Resolution

18. Grievances.

(1) Mutual respect and trust require that EEC and the Union address and resolve disputes arising under this Agreement in a fair and reasonable manner, using mediation and conflict resolution techniques whenever practical.

(2) A grievance is defined as a dispute concerning the interpretation or application of any of the provisions of this agreement.

Grievance Procedure.

(1) Informal Resolution

Prior to the initiation of the formal Grievance Procedure process, an affected FCC Provider and/or her Union representative, shall contact EEC and/or an appropriate third party to address and resolve disputes. If these efforts remain unsuccessful after thirty (30) days, an FCC Provider and/or her Union representative may proceed to initiate the formal Grievance Procedure below.

(2) Step 1: Formal Grievance

If the grievance is not resolved informally, the grievance shall be reduced to writing on an agreed-upon form which is attached. The written grievance shall be presented to the EEC designee within thirty (30) days of the informal resolution period or the date on which there was a reasonable basis for knowledge of the occurrence. However, in no event shall EEC be obligated to consider a grievance more than sixty (60) days after the occurrence of the alleged violation or the date on which there was a reasonable basis for knowledge of the occurrence. The Union may submit the written grievance to EEC's designee in person, by email, by facsimile, or by mail. A meeting shall be conducted within thirty (30) days of receipt of the grievance. The grievant(s) may be represented at the meeting by a Union steward or representative. The EEC designee shall respond to

the grievance within fourteen (14) days of the meeting. The EEC designee may issue the response by email, by facsimile or by mail.

(3) Step 2: Mediation

If the grievance is not resolved at Step 1, the Union may:

- a. within thirty (30) days of receipt of the written Step 1 response, or,
- b. in the absence of a written Step 1 response, within three (3) months of the Union's submission of the grievance at Step 1, submit the grievance for resolution before a mediator through the Massachusetts Division of Labor Relations or other mutually agreeable mediator. EEC's designee will, within fourteen (14) days of receiving the Union's request, notify the Union in writing as to whether or not EEC agrees with the Union's request.

(4) Step 3: Arbitration

If the grievance is not resolved at Step 2, the Union may:

- a. within thirty (30) days of receiving a written Step 1 response from EEC's designee, or
- b. if the Union requested mediation at Step 2, within thirty (30) days of receiving EEC's written refusal to submit the grievance to mediation, or
- c. in the absence of a written response from EEC's designee at either Step 1 or Step 2, within thirty (30) days of the date the Step 1 response was due, advance the grievance to final and binding arbitration by filing a written demand for arbitration with EEC.
- d. The Union and EEC shall attempt to select an arbitrator by mutual agreement. If the parties fail to agree upon an arbitrator within 30 days of EEC's receipt of the demand for arbitration, the Union shall forward the matter to the American Arbitration Association. EEC and the Union shall each pay one half the costs of the arbitration, including the fees of the arbitration and proceeding itself, but not including the costs of representation, advocacy, or witnesses of either party.
- e. The arbitrator shall have no authority to add to, subtract from, change or disregard any of the terms or provisions of this Agreement. The award of the arbitrator on any grievance properly submitted to him/her shall be final and binding upon the parties. The arbitrator shall issue an award within 30 days of the arbitration hearing.

(5) Time Limits. Any grievances not presented or advanced within the timelines specified herein shall be considered withdrawn. Any of the time lines may be extended by mutual agreement of the Union and EEC. The failure of EEC at any step to give its written answer to the grievance within the applicable time limit shall be deemed to be a denial of the grievance to be referred to the next step, however no time limit shall be

binding on the grievant and/or the Union until the required response is given.

(6) Grievance meetings shall be held at a time and location convenient to both parties. When grievance meetings take place at a time such that a FCC Provider is required to close or pay for substitute care in order to attend the grievance, EEC shall determine reimbursement for closing or paying for substitute care on those occasions based upon the number of subsidized children in care on that particular day.

(7) The parties may, by mutual agreement, choose to pursue alternative dispute resolution processes in lieu of the grievance/mediation/arbitration process provided in this article.

Article XI: Miscellaneous

19. **Payment and Policy Errors.** If an FCC Provider believes that she has not been correctly and timely paid or that she is aggrieved by the failure of an Family Child Care System or CCR&R to comply with EEC policies, regulations or contractual requirements, the FCC Provider may notify EEC within thirty (30) days to address the problem informally with the affiliated Family Child Care System or the applicable CCR&R. If, after forty five (45) days from the date of the improper payment or non-payment or from the date the Family Child Care System or CCR&R did not comply with EEC policies, regulations or contractual requirements and the affected FCC provider remains aggrieved, the FCC provider may file a grievance in accordance with this article.

20. **Retirement.** A committee shall be established consisting of representatives from both EEC and the Union to identify available retirement plans for FCC Providers. The committee shall meet upon request of either party. This article does not imply any commitment by EEC to provide any funding for this purpose.

21. EEC shall ensure that licensed FCC Providers who request to be listed on EEC's website are entered within thirty (30) days of notification. Failure to list within the 30 day time period is not a matter to be submitted as a grievance.

22. EEC agrees to review its existing process to determine other methods for updating FCC Provider information within EEC's Professional Qualifications Registry (PQR).

23. The parties agree that the choice of child care provider is the prerogative of the parent. Parents' choice of provider shall not be limited based on:

- a provider's QRIS level or

- a provider's affiliation or lack of affiliation with a Family Child Care System or
- favoritism or preferential treatment by a Family Child Care System or CCR&R

24. EEC agrees to include the implementation of the background checks law and regulations as a discussion topic in the Provider Committee meetings as addressed in Article VIII: Provider's Voice, above.

Article XII: Appropriation by the General Court

The cost items contained in this Agreement shall not become effective unless appropriations necessary to fully fund such cost items have been enacted by the General Court in accordance with Massachusetts General Laws Chapter 150E, Section 7, in which case, the cost items shall be effective on the date provided in the Agreement. EEC, as the Employer, shall make a request for the funding of this Agreement as required by Massachusetts General Laws Chapter 150E, Section 7. If the General Court rejects the request to fund the Agreement, the cost items shall be returned to the parties for further bargaining.

Article XIII: Duty to Bargain

During the negotiations that resulted in this Agreement, the parties had the unlimited opportunity to make demands and proposals with respect to any and all appropriate subjects of collective bargaining. Therefore, for the life of this Agreement, this Agreement shall constitute the total agreement between the parties, and the parties shall not be obligated to any additional collective bargaining except as may be required by this Agreement or pursuant to Chapter 150E of the Massachusetts General Laws.

Article XIV: Savings Clause

This Agreement shall be subject to all present and future applicable federal, state and local laws and rules and regulations of governmental authority. Should any provision of this Agreement, or the application of such provision to any person or circumstance be invalidated or ruled contrary to law by federal or state court, or duly authorized agency, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

In the event of such invalidation, the parties shall promptly meet to negotiate a substitute provision. Any changes or amendments to this Agreement shall be in writing and duly executed by the parties and their representatives.

Article XV: Duration

Upon appropriation by the General Court , the provisions of Article I, Section 1(Rate Increases) and the provisions of Article IX, Section 17 (Union Security), as applied to retroactive payments made pursuant to Article I, Section 1, shall be in effect as of July 1, 2013. All other provisions of this Agreement shall be effective upon the date of signing by the parties and shall continue in full effect until June 30, 2016. Should a successor agreement not be executed by June 30, 2016, this Agreement shall remain in full force and effect until a successor Agreement is executed or an impasse in negotiations is reached. The parties shall begin negotiation for a successor agreement no later than January, 2016.

For the Commonwealth

For Local 509, Service Employees
International Union

Thomas L. Weber, Commissioner
Department of Early Education and Care

Susan Tousignant, President

Date: _____

Date: _____