

Collective Bargaining Agreement

Between

Local 509, Service Employees International Union

and

**The Commonwealth of Massachusetts,
Department of Early Education and Care**

July 1, 2023 through June 30, 2026

Family Child Care Contract

Parties to the Agreement	4
Recognition	4
Exclusions	4
Article I: Rates	4
Article I Section 1: Rate Increase	4
Article I Section 2: Infant Care Rate Increase	5
Article II: Paid Approved Closure Days	5
Article II Section 1: Paid Time Off	5
Article II Section 1A: Holidays	5
Article II Section 1B: Approved Paid Closure Days: Flex Days	6
Article II Section 1C: Professional Days	6
Article III: Transportation	6
Article IV: Parent Access to Services	6
Article IV Section 1: Translation	6
Article V: Information and Training	7
Article V Section 1: Labor Management Committee	7
Article V Section 1A:	7
Article V Section 1B:	7
Article V Section 1C:	7
Article V Section 1D:	7
Article V Section 1E:	7
Article V Section 2	7
Article V Section 3	7
Article V Section 4	8
Article V Section 5	8
Article V Section 6	8
Article V Section 7	8
Article VI: Labor Management	8
Article VI Section 1: Labor Management Committee	8
Article VI Section 2: Provider Representation	9
Article VII: Union Rights	9
Article VII Section 1: Union Orientation	9
Article VII Section 1A:	9

Article VII Section 1B:	9
Article VII Section 1C:	9
Article VII Section 1D:	9
Article VII Section 2: Information & Communication.....	10
Article VII Section 2A:	10
Article VII Section 2B:	10
Article VII Section 3: Union Security	10
Article VII Section 3A:	10
Article VII Section 3B:	10
Article VII Section 3C:	11
Article VII Section 3D:	11
Article VII Section 3E:	12
Article VII Section 3Ei:	12
Article VII Section 3Eii:	12
Article VII Section 3Eiii:	12
Article VII Section 3Eiv:	12
Article VII Section 3Ev:	12
Article VIII: Dispute Resolution.....	13
Article VIII Section 1: Grievances	13
Article VIII Section 1A:	13
Article VIII Section 1B:	13
Article VIII Section 2: Grievance Procedure.....	13
Article VIII Section 2A: Informal Resolution	13
Article VIII Section 2B: Step 1 - Formal Grievance	13
Article VIII Section 2C: Step 2 - Mediation.....	13
Article VIII Section 2D: Step 3 - Arbitration	14
Article VIII Section 3: Time Limits	14
Article IX: Miscellaneous	15
Article IX Section 1: Payment Errors.....	15
Article IX Section 2:	15
Article IX Section 3:	15
Article IX Section 4:	15
Article X: Reimbursement Fund	15

Article XI: Joint Committee on Retirement Benefits	16
Article XII: Duty to Bargain	16
Article XIII: Savings Clause	16
Article XIV: Appropriation by the General Court	16
Article XV: Duration.....	17

Parties to the Agreement

This Collective Bargaining Agreement ("Agreement") is entered into by Local 509, Service Employees International Union, with its principal offices at 293 Boston Post Road West, 4th Floor, Marlborough, Massachusetts (the "Union") and the Commonwealth of Massachusetts, Department of Early Education and Care ("EEC") with its principal offices at 50 Milk Street, 14th floor, Boston, Massachusetts. Each side agrees to notify the other in the event the address of its principal office changes.

Family Child Care ("FCC") Systems and Child Care Resource and Referral Agencies ("CCR&Rs") are not parties to this Agreement.

Recognition

EEC recognizes the Union as the exclusive bargaining representative for 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. The existence of this Agreement does not create an employer-employee relationship between FCC Providers and FCC Systems, as defined in chapter 15D section 1A.

Exclusions

In accordance with chapter 15D section 17(j), this Agreement and the grievance procedures do not apply to EEC's rights or abilities to monitor, inspect, or visit an FCC Provider's program or EEC's ability to take legal action against an FCC Provider's license. The Agreement and grievance procedures also do not apply to the contractual arrangements and reimbursements between EEC and FCC Systems as indicated in chapter 15D section 17(j).

Article I: Rates

Article I Section 1: Rate Increase

- Effective July 1, 2023, rates paid directly to FCC providers will be increased. This includes:
 - 5.5% "across the board" increase for all FCC rates by region and age groups
 - Consolidate to three rates to (a) align rates among regions that are substantially similar across key economic indicators and (b) simplify the rate structure:
 - Metro & Metro Boston
 - Northeast
 - Western, Central & Southeast
 - Integrate quality funding into base rates

- Retroactive payment will be made to FCC Providers following execution of this agreement.
- Effective 7/1/24: The parties agree to reopen this agreement for the sole purpose of negotiating rate increases. The date said negotiations will begin will depend on the legislatures' progress on the state budget.
- Effective 7/1/25: The parties agree to reopen this agreement for the sole purpose of negotiating rate increases. The date said negotiations will begin will depend on the legislatures' progress on the state budget.

Three Rates: Percent Increase Year Over Year



FCC Provider Under 2

Region	FY22 Base Rate	FY23 Base Rate	YOY \$ Change (FY22 to FY23)	YOY % Change (FY22 to FY23)	FY24 Proposed Rate	YOY \$ Change FY23-FY24*	YOY % Change FY23-FY24*	FY22 - FY24 \$ Change	FY22 - FY24 % Change
Region 1- Western	\$42.79	\$47.07	\$4.28	10.0%	\$58.45	\$11.38	24.2%	\$15.66	36.6%
Region 2- Central	\$48.90	\$53.79	\$4.89	10.0%	\$58.45	\$4.66	8.7%	\$9.55	19.5%
Region 3- Northeast	\$48.90	\$53.79	\$4.89	10.0%	\$58.45	\$4.66	8.7%	\$9.55	19.5%
Region 4- Metro	\$73.34	\$80.67	\$7.33	10.0%	\$87.66	\$6.99	8.7%	\$14.32	19.5%
Region 5- Southeast	\$48.90	\$53.79	\$4.89	10.0%	\$58.45	\$4.66	8.7%	\$9.55	19.5%
Region 6- Metro Boston	\$55.00	\$60.50	\$5.50	10.0%	\$87.66	\$27.16	44.9%	\$32.66	59.4%

FCC Provider 2 & Over

Region	FY22 Base Rate	FY23 Base Rate	YOY \$ Change (FY22 to FY23)	YOY % Change (FY22 to FY23)	FY24 Proposed Rate	YOY \$ Change FY23-FY24*	YOY % Change FY23-FY24*	FY22 - FY24 \$ Change	FY22 - FY24 % Change
Region 1- Western	\$36.89	\$40.58	\$3.69	10.0%	\$48.90	\$8.32	20.5%	\$12.01	32.6%
Region 2- Central	\$38.83	\$42.71	\$3.88	10.0%	\$48.90	\$6.19	14.5%	\$10.07	25.9%
Region 3- Northeast	\$38.90	\$42.79	\$3.89	10.0%	\$46.50	\$3.71	8.7%	\$7.60	19.5%
Region 4- Metro	\$44.38	\$50.00	\$5.62	12.7%	\$54.33	\$4.33	8.7%	\$9.95	22.4%
Region 5- Southeast	\$38.83	\$45.00	\$6.17	15.9%	\$48.90	\$3.90	8.7%	\$10.07	25.9%
Region 6- Metro Boston	\$39.94	\$43.93	\$3.99	10.0%	\$54.33	\$10.40	23.7%	\$14.39	36.0%

For programs that were receiving the QRIS Infant-Toddler Add-On, the FY23-FY24 % change will be slightly lower.



*All FCC rates are subject to bargaining with SEIU

January 10, 2024

6

Article I Section 2: Infant Care Rate Increase

- EEC shall sustain the rate increase that is currently in place for Quality Rating and Improvement System (“QRIS”) Level 2 providers.

Article II: Paid Approved Closure Days

Article II Section 1: Paid Time Off

Article II Section 1A: Holidays

The following twelve (12) days shall be the minimum number of paid holidays for all FCC Providers. Providers may substitute religious holidays for any of the identified holidays and may swap up to two of the identified holidays for another day(s) of the provider's choice, meaning they would open their programs on the holiday and close on another day of their choice-

- New Year’s Day
- Martin Luther King’s Birthday
- President’s Day
- Patriot’s Day
- Memorial Day
- Juneteenth
- Independence Day

- Labor Day
- Indigenous Peoples Day
- Thanksgiving Day
- Veterans Day
- Christmas Day

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

Article II Section 1B: Approved Paid Closure Days: Flex Days

In order to increase flexibility for FCC providers, EEC will reimburse for ten (10) approved program closure days to be determined by the Family Child Care Provider in consultation with their families. FCC providers shall be permitted to carry over no more than three (3) unused approved closure days each fiscal year, provided that the three (3) unused approved closure days shall occur within 3 months, by September 30th. FCC providers shall be permitted to use up to the total amount of approved closure days granted within a calendar year, inclusive of any carryover days as described herein.

FCC Providers may rollover 5 unused approved closure days from FY 2024 to FY 2025 to be used by December 31st, 2024.

In addition to the approved closure days as provided above, if center-based providers receive additional days off for the days between Christmas Day and New Year’s Day (sometimes referred to as “winter break”), FCC providers will also.

Article II Section 1C: Professional Days

In addition to the holidays described in Article II Section 1A above, FCC providers shall receive (5) paid professional days per year.

Article III: Transportation

All independent FCC Providers not affiliated with an FCC System 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 Policies. 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: Parent Access to Services

Article IV Section 1: 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 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 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 V: Information and Training

Article V Section 1: Labor Management Committee

Article V Section 1A:

The parties will sustain a Labor Management Committee to confer and agree upon the joint administration of a training fund.

Article V Section 1B:

Effective July 1, 2023 EEC agrees to provide \$250,000 of funding for the purpose of creating and maintaining this jointly administered training fund.

Article V Section 1C:

Effective July 1, 2024 EEC agrees to provide \$500,000 of funding for the purpose of creating and maintaining this jointly administered training fund.

Article V Section 1D:

Effective July 1, 2025 EEC agrees to provide \$500,000 of funding for the purpose of creating and maintaining this jointly administered training fund

Article V Section 1E:

EEC and the Union will work cooperatively in developing a governance structure to guide the manner and methodology through which these funds are dispersed.

Article V Section 2

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

Article V Section 3

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.

Article V Section 4

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").

Article V Section 5

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.

Article V Section 6

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 noncompetitive 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 StrongStart 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.

Article V Section 7

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 FCC Providers' questions about the application process. EEC will coordinate with its StrongStart 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 VI: Labor Management

Article VI Section 1: Labor Management Committee

The parties agree to establish a labor management committee consisting of six (6) union representatives along with EEC representatives to meet five times per year at mutually convenient times and locations. Union representatives who are members of the Labor

Management 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.

Article VI Section 2: Provider Representation

EEC's Commissioner shall maintain existing Union membership on the Advisory Council on Early Education and Care ("Advisory Council") as of the date of the contract, which shall not exceed two (2) representatives. In the event a Union member leaves the Advisory Council, the Commissioner will select a replacement. Any representatives recommended by the Union must be in good standing with the Department. EEC will determine whether such recommended representatives have a satisfactory EEC licensing history and confirm that EEC has not had any legal or contractual action or concerns.

Article VII: Union Rights

Article VII Section 1: Union Orientation

Article VII Section 1A:

EEC shall hold in-person Mandatory orientations for Providers, set to restart in the fall of 2024 but subject to change. The orientations shall include but not be limited to information on listing and billing processes, subsidy rates based on zip code, co-payments, tax information resources, and available training.

Article VII Section 1B:

EEC shall provide the Union with sixty (60) minutes during all educator orientation meetings for FCC Providers. During the Union's orientation time, trainers or instructors shall be required to leave the room. The Union's orientation time shall not be placed at the end of orientation meetings. A Union representative shall notify the orientation instructors of his/her intention to attend the orientations.

Article VII Section 1C:

EEC shall provide the Union with at least ten (10) days' notice of any orientation and send an electronic list of expected participants at least forty-eight (48) hours in advance of the orientation.

Article VII Section 1D:

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.

Article VII Section 2: Information & Communication

EEC agrees to include the Union in its email distribution list. EEC cannot, however, control how third parties use the e-mail addresses that are available through public records requests.

Article VII Section 2A:

EEC will request all policies from the FCC systems on a one-time basis and distribute any policies it receives to the Union so they can distribute it to the FCC Providers. EEC agrees to remind the system annually to send the policies and follow EEC's inclement weather policy.

Article VII Section 2B:

EEC will provide quarterly reporting to the Union that includes the number of individuals on the waitlist, region, and age category. (Infant/Toddler/Preschool/School Age).

Article VII Section 3: Union Security

Article VII Section 3A:

The payment of dues is required by those FCC Providers who have affirmatively joined the Union by signing a membership card and are therefore covered by this Agreement on or after the thirtieth (30th) 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 FCC 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. There may be a separate election to deduct Committee on Political Education ("COPE") fees. The authorization forms for those FCC Providers paying dues and COPE shall each require signature by the FCC Provider and a hard copy will be forwarded to EEC through an agreed upon exchange. FCC Providers who choose not to pay union dues are not required to pay a financial core contributor service fee or agency service fee (the financial core contributor service fee is sometimes referred to in Section 17 as the financial core contributor fee). FCC Providers are not required to pay a financial core contributor service fee or agency service fee as a condition of employment.

Article VII Section 3B:

Dues and COPE (if elected) 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 deduction methodology without two months' notice to EEC to

develop and implement said system change. All changes to dues 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.

Article VII Section 3C:

Each remittance of dues and/or fees shall be accompanied by a list of all FCC providers in the bargaining unit. The list shall identify which FCC Providers are new to the bargaining unit since EEC sent the previous list. Such list shall align with agreed upon formatting.

- Name
- Address
- Phone number
- Email
- EEC Child Care program number (if available)
- Category (if available)
- Family Child care System
- CCR&R
- Exempt (informal care)
- Unique 509 ID (if available)
- Name of the Family Child Care System connected to the Provider (if any)
- Name of CCR&R connected to the Provider (if any)
- Amount of dues paid
- Amount of political education fund deductions (COPE)

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

Article VII Section 3D:

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.

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 VII Section 3E:

The parties seek to clarify certain provisions of Article VII, Section 3 (Union Security) of the Collective Bargaining Agreement between the Union and EEC as follows:

Article VII Section 3Ei:

Written authorization for the deduction of membership dues and/or the deduction of political education funds shall take the form of either a writing on paper or an electronic record, which may include on-line or a voice recording.

Article VII Section 3Eii:

A FCC Provider may authorize membership dues deductions and/or political education funds deductions through a voice recording as long as the FCC Provider entering into the agreement: (1) knows and consents to the recording; (2) knows that the recording is intended to be a record of the creation of a contract or agreement between the FCC Provider and the Union; and (3) the FCC Provider provides clear confirmation that they are entering into an agreement.

Article VII Section 3Eiii:

The Union shall provide EEC with the following information on a monthly basis: a list of all FCC Providers who have authorized membership dues deductions and/or political education funds deductions, including the name, address, phone number, email address and program number of each FCC Provider. The list shall also identify which form of written authorization for deductions was given by the FCC Provider (i.e., authorization form, on-line application, and/or voice recording).

Article VII Section 3Eiv:

The Union will provide EEC with a scanned copy of any paper or on-line authorization forms signed by FCC Providers through a mutually agreed upon electronic exchange.

Article VII Section 3Ev:

The Union shall retain copies of all voice recordings that reflect authorizations by FCC Providers for membership dues deductions and/or the deductions of political education funds. The Union will forward a copy of a voice recording(s) to EEC upon request.

Article VIII: Dispute Resolution

Article VIII Section 1: Grievances

Article VIII Section 1A:

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.

Article VIII Section 1B:

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

Article VIII Section 2: Grievance Procedure

Article VIII Section 2A: 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. Informal resolutions must include specific information about the claim permitting EEC to promptly and efficiently resolve the request, contain a proposed solution, and an explanation of what paragraph of the Agreement or legal provision applies. 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.

Article VIII Section 2B: 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.

Article VIII Section 2C: 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 Department 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 whether or not EEC agrees with the Union's request. The parties must advance the matter to mediation prior to proceeding with Step 3.

Article VIII Section 2D: 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.

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. 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.

Article VIII Section 3: Time Limits

Any grievances not presented or advanced within the timelines specified herein shall be considered withdrawn. Any of the timelines 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.

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.

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 IX: Miscellaneous

Article IX Section 1: Payment Errors

If an FCC Provider believes that she has not been correctly and timely paid, the FCC Provider may notify EEC within thirty (30) days to address the problem informally. If, after forty-five days from the date of the improper payment or non-payment, the affected FCC provider remains aggrieved by EEC, then the FCC provider may file a grievance in accordance with this article. If a FCC provider believes that a Family Child Care System or CCR&R has violated an EEC policy or regulation that is not incorporated into this Agreement, then the Union shall notify EEC of the alleged violation. EEC shall attempt to resolve the issue within 30 days. Violations of policies, except if they are incorporated into the Agreement, shall not be subject to grievance procedure.

Article IX Section 2:

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.

Article IX Section 3:

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

Article IX Section 4:

The parties agree that the choice of child care provider is the prerogative of the parent. An income eligible parent's choice of provider shall not be limited based on:

- 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.

Article X: Reimbursement Fund

Effective July 1, 2023 and every three (3) years thereafter, EEC will create a reimbursement trust fund for active FCC Providers in the amount of \$3,000,000. The specifics of the reimbursement fund will be developed via a memorandum of understanding between the parties. Responsibility for management of the fund will be

left to the Union or its vendor but subject to reporting and approval by EEC.

Article XI: Joint Committee on Retirement Benefits

The parties agree to establish a Joint Committee on Retirement Benefits to explore options for a retirement benefit. The Committee will consist of members chosen by EEC and members chosen by the Union and will meet at mutually agreeable times but no less frequently than quarterly beginning in January 2025. The committee shall produce a report of recommendations by or before January 1, 2026.

Article XII: 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 XIII: 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 XIV: Appropriation by the General Court

The incremental 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 XV: Duration

This Agreement shall be effective July 1, 2023 except as stated otherwise and shall continue in full effect until June 30, 2026. Should a successor agreement not be executed by June 30, 2026 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 31, 2026.



Amy Kershaw Commissioner
Department of Early Education and Care

Date: 1/17/25

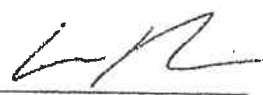


Dave Foley
SEIU 509 President

Date: 1/14/25

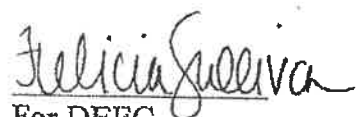
Settlement Agreement Between SEIU Local, 509 and Department of Early Education and Care

1. Both parties agree that third parties may provide testimony and evidence at grievance meetings. The presence of third parties is limited to providing only evidence or testimony. Third parties are defined as anyone other than EEC representatives, union representatives, and the grievant and/or the grievant's representative.
2. Both parties recognize that the Union is the exclusive bargaining representative for Family Child Care Providers as certified by the Department of Labor Relations. The parties agree that a grievance meeting may be conducted by the Union without the grievant's presence.
3. Both parties agree to adhere to the grievance procedure set out in Article X, including Section 18(6) of Article X.
4. This agreement is contingent upon the Union withdrawing DLR Prohibited Practice Charges, Docket Numbers SUP-16-5599 and SUP-16-5600 with prejudice.



For the Union

Date: 1/25/17



For DEEC

Date: 1/25/17