

VOICE/CSEA Tentative Agreement Summary

The following summarizes major components of the Tentative Agreement we have reached with the New York State Office of Children and Family Services (OCFS). The full Agreement is available on our website and by request.

VOICE/CSEA has reached a Tentative Agreement with the Office of Children and Family Services and the State of New York (the "State"). The term of the Agreement shall be from October 1, 2009 through September 30, 2013 except where a different time period is specifically indicated herein. This Tentative Agreement is subject to ratification by the Union. The following is a summary of the contents of the VOICE/CSEA (Local 100A) Tentative Agreement.

INTRODUCTION

On May 8, 2007 Governor Eliot Spitzer issued Executive Order #12, which was continued by Governor David A. Paterson through Executive Order #9 issued on June 18, 2008. The Executive Order recognizes the right of child care providers to organize themselves into a Union for the purpose of negotiating an agreement with the State of New York. The unit encompassing all licensed group family day care home and family day care home providers outside the City of New York (hereinafter referred to as "Covered Child Care Providers") selected VOICE/CSEA as their representative, as certified by the State Employment Relations Board in case #SE 60114. Discussions between the Union and the State have resulted in an agreement between the Union, OCFS, the New York State Department of Health (DOH) and the New York State Division of the Budget.

MARKET RATES – 75th Percentile Preserved

In accordance with the emergency regulations filed by OCFS with the Department of State, for the period from October 1, 2009 through September 30, 2011, the market rates for licensed group family day care home and registered family day care home providers will be based on the 75th percentile of the actual cost of care as reflected in the responses to the market rate survey conducted by OCFS in the Spring of 2009.

HEALTH INSURANCE – Money for Access to Family Health Plus

It is the goal of this agreement that all Covered Child Care Providers will have health insurance and that this goal will be advanced from year to year, with the goal of having all providers covered by the end of State fiscal year 2013–14 consistent with State fiscal resources available and fiscal constraints existing at that time and the provisions of this Section.

- a. Pursuant to legislation enacted in 2009, the Union, through its Taft Hartley Plan, will purchase health insurance coverage for Covered Child Care Providers through the Family Health Plus (FHPlus) Employer Buy-in established under Social Services Law §369-ff (1).
- b. During the 2009 calendar year the Union will initially seek to enroll into the selected FHPlus plan those providers who are already enrolled in FHPlus.
- c. In 2010 the Union will begin to enroll uninsured income-eligible providers who would otherwise qualify for FHPlus into coverage.
- d. The State will provide to the Union a total of \$2,765,000 during State fiscal year 2010-11 to contribute to the cost of purchasing coverage under FHPlus for providers who do not otherwise qualify for coverage under FHPlus.
- e. The State will provide to the Union a total of \$6,765,000 during State fiscal year 2011-12 to contribute to the cost of purchasing coverage under FHPlus for providers who do not otherwise qualify for coverage under FHPlus.
- f. The State will provide to the Union a total of \$5,265,000 during State fiscal year 2012-13 to contribute to the Union's cost of purchasing coverage under FHPlus for providers who do not qualify for coverage under FHPlus.
- g. The selection of providers eligible for coverage shall not result in adverse selection.

- h. During the 2012-13 State fiscal year, the State and the Union will assess the extent to which over-income providers (i.e. providers ineligible for FHPlus coverage) have been covered by the funding provided and the amount necessary to complete the coverage of all providers who desire coverage.
- i. In State fiscal year 2013-14, the goal will be for the State to provide sufficient funding to allow for the Union's cost of purchasing coverage for all providers who do not otherwise qualify for coverage under FHPlus and who are still without health insurance coverage and desire such coverage.
- j. To the extent authorized by Social Services Law 369-ff(1)(c), the State shall subsidize the full cost of coverage for providers determined to be eligible for FHPlus or Medicaid to the extent of available funds.
- k. The additional funds referred to in sections d, e, and f above are for health coverage for all Covered Child Care Providers outside the City of New York (licensed group family and registered family day care home providers as well as license-exempt child care providers also represented by CSEA).

QUALITY GRANTS - \$500 per provider per year

- a. In order to help providers increase the quality of the environment in which they provide their services, a quality grant program is established.
- b. OCFS agrees to contract with the Union to provide \$1,500,000 for these grants in each of the first two years of this Agreement.
- c. The State also agrees to provide an additional \$2,235,000 to the Union for such grants in both the 2010-11 and the 2011-12 State fiscal years.
- d. The State also agrees to provide an additional \$3,735,000 to the Union for such grants in the 2012-13 State fiscal year.
- e. The funds will be distributed equally among all Covered Child Care Providers who are licensed group family day care home or registered family day care home providers outside of the City of New York. The Union agrees that any excess funds for either State fiscal year beyond the amounts necessary to provide a quality program grant of \$500 to each applicable licensed or registered provider and administer this program will be placed into the CSEA Taft Hartley fund to be used toward the costs of purchasing FHP coverage for Providers.
- f. The Union and OCFS will develop rules for the disbursement of these grants.

PROFESSIONAL DEVELOPMENT FUNDS – money for new and better training and reimbursement

- a. The State and the Union are committed to the enhancement of the quality of child care services and to aiding providers to increase their training and certifications.
- b. The Union will establish a professional development fund for child care providers.
- c. The State agrees to contract with the Union to provide the fund with an initial grant of \$500,000 which will be used to provide professional development to the providers irrespective of their membership in the Union or the representative unit and to such other providers as the Union and OCFS agree, to meet existing training requirements and to enhance their development.
- d. The Union will reach an agreement with OCFS on the methods by which these funds are expended.
- e. OCFS and the State are committed, as existing training funds currently obligated become available, to additional funds to the Union for the union professional development fund. The Union and OCFS will develop requirements and protocols for the disbursement of these funds.

GUIDING PRINCIPLES – Provider Rights

Each Family and Group Family Child Care Provider:

1. Is to be treated as a professional with courtesy, dignity, consideration and respect.
2. Is to be given the same consideration and treatment as all other Providers regardless of race, color, religion, gender, sexual orientation, national origin, political affiliation, disability, marital status, age, or union affiliation.
3. May file a complaint with the appropriate agency when the Provider believes he/she has been discriminated against because of race, color, religion, gender, sexual orientation, national origin, political affiliation, disability, marital status, age, or union affiliation.

4. Is to receive timely and accurate payments for providing child care services to children receiving subsidies in accordance with federal and State law.
5. Is to have the information in his/her Provider file kept confidential except as otherwise permitted by state and federal law.
6. May review the information that is in his/her Provider file except as otherwise provided for by state and federal law, regulation, or policy.
7. May have the Provider's street address, phone number, and/or link to mapping of the child care address, home or facility removed from the OCFS website upon submitting a written request to OCFS (once OCFS has made the necessary changes to the OCFS website).
8. Has the option of having the Provider's website address listed on the OCFS website so that interested individuals may contact the Provider to determine the Provider's credentials and curriculum once OCFS has made the necessary changes to the OCFS website. For a Provider who voluntarily participates in the Quality Rating Improvement System, once it is implemented, OCFS shall add that Provider's verified credentials to the information offered on the website.
9. May require any representative of OCFS or of any agency acting as a licensor or registrar for OCFS to show identification and leave written information setting forth the name, work address, and work telephone number of the representative and the representative's immediate supervisor.
10. Will have any inspection relating to an application for an initial license or registration or the renewal of a license or registration, announced and scheduled in advance. OCFS may make unannounced visits in response to a complaint, to verify that a previously identified violation has been corrected or remains corrected, and when otherwise necessary to verify the health, safety, or welfare of children in care.
11. Is to be advised immediately by the agency of the type of visit.
12. Is to be treated professionally and receive an objective impartial assessment during all visits.
13. Will receive a factual, written exit interview during an inspection explaining any observed violations and any possible violation the licensor/registrar/fire inspector will consider and determine once leaving the premises.
14. Has the right to receive a timely, accurate final report including a clear explanation of why the existing condition constitutes non-compliance and the Provider's explanation of lack of compliance.
15. Will be given any available technical assistance if the Provider receives a compliance visit that identifies a violation.
16. May correct a minor compliance violation in a timely manner and not have the violation appear on the OCFS website unless the non-compliance persists or reoccurs, provided changes have been made to the Child Care Facility System that will enable information to be retained in the System without it appearing on the website.
17. May have any dispute regarding any serious violation reviewed fairly and speedily in accordance with the dispute resolution processes agreed to by OCFS and the Union including the ability to have union representation during the course of the dispute resolution process.

LICENSING RENEWALS

OCFS introduced legislation that will change the licensing/registration period from every 2 years to every 4 years after an initial two-year licensing/registration period.

RATIOS

Proposed OCFS legislation will change adult-child ratios for family child care providers to 6 pre-schoolers plus two school-agers (if an infant is enrolled); and for group family providers with an assistant to 12 pre-schoolers plus 4 school-agers (if an infant is enrolled).

- NOTE: The bill must pass for both the license renewal period change and the ratio change to take effect. The bill passed the Assembly unanimously in the Spring of 2009. OCFS and VOICE/CSEA have agreed to take all available steps to have the billed passed.

PAYMENT AND BILLING UPGRADES

The State and the Union agree to pursue development and implementation of a single, automated statewide child care time and attendance payment system.

LICENSING AND REGULATION UPGRADES

- a. Written Inspection Exit Interview Form will be completed by inspector and provider at the close of every licensing inspection.
- b. The parties agree to form a committee with representatives from the State and the Union(s) to review those current child care regulations that both OCFS and the Union(s) mutually agree should be discussed including the different classes and types of violations, to recommend changes to OCFS, and to draft proposed regulations and regulatory changes needed to implement the terms of this Agreement. The committee has already completed a review of the regulations relating to the licensing of group family day care homes and the registration of family day care homes.

OCFS WEBSITE

OCFS agrees to make the following changes to the OCFS website as resources permit, with priority given to those items that can be accomplished quickly:

- 1) Links to mapping of child care addresses, homes, or facilities shall continue to appear on the OCFS website. However, upon written request by a Covered Child Care Provider, OCFS shall remove from the OCFS website the map of the Covered Child Care Provider's home/facility location.
- 2) **Upon written request by a Covered Child Care Provider**, OCFS shall remove from the OCFS website, including the profile page, the Covered Child Care Provider's street address and phone number.
- 3) For a Covered Child Care Provider who voluntarily participates in the Quality Rating Improvement System, once it is implemented, OCFS shall add those Provider's credentials that have been verified as part of participation in the System to the information offered on the website. A Covered Child Care Provider shall have the option to list the Provider's website address on the OCFS website.
- 4) Written explanations of any "serious violation" that may be listed on the website shall include a description of the violation in layperson's terms.
- 5) OCFS shall remove the question "Has there been a serious violation in the last 2 years?" from the front page. All violations shall be described on the "profile page".
- 6) The website shall be available in Spanish as well as English.

DISPUTE RESOLUTION PROCESSES

The parties agree that the first two years of the agreement shall act as a "pilot period" for the dispute resolution procedures described below. The parties also agree to meet at the end of the "pilot period" for the purpose of negotiating any proposed modifications to the dispute resolution procedures.

Covered childcare providers are entitled to union representation at each step of the dispute resolution processes described below.

In all the types of potential disputes outlined below, providers retain all previously held rights to commence legal action against the county or state.

INSPECTION/LICENSING DISPUTES

1. Any dispute over inspections can be grieved.
 - a) The first step is for the provider to discuss the dispute with the inspector.
 - b) If not resolved to satisfaction at step one, the provider or the Union can request a discussion with the inspector's supervisor.
 - i) This meeting/discussion will take place within 10 business days.
 - ii) A decision must be rendered in writing within 10 business days from the discussion.
 - c) If not resolved to satisfaction at step two, the provider or the Union can request to meet with the Regional Manager of the Division of Child Care Services.
 - i) This meeting/discussion will take place within 10 business days.

- ii) A decision must be rendered in writing within 10 business days from the discussion.
- d) If not resolved at step three, the Union may request to meet/speak with the Deputy Commissioner of Child Care Services.
 - i) This meeting/discussion must take place within 20 business days.
 - ii) A decision must be rendered in writing within 15 business days from the meeting.

ENFORCEMENT ACTION DISPUTES

1. Where an enforcement action has been brought against a provider, the provider may elect to use a Union representative as her/his official representative.
 - a. Providers must request union representation in writing.
2. Hearings will be in front of an administrative law judge.

PAYMENT DISPUTES

1. Any dispute over payment issues can be grieved.
 - a) The first step is for the provider to dispute the payment or lack thereof in writing to the Director of the County DSS.
 - b) If not resolved to satisfaction at step one, and the dispute has wide range effect, the Union may take the matter to OCFS.
 - c) If still no satisfaction, the Union may commence legal action.

CONTRACT DISPUTES

1. Any contract dispute can be grieved.
2. A committee will be formed between the State and CSEA to address issues/disputes of contract items.
3. Step one: Committee chairs shall discuss issues within 15 days of an issue being raised.
 - a. If no decision is reached by the chairs, a full committee meeting will take place within 20 business days of a written request for such a meeting.
4. If the Union is not satisfied with the decision or no decision is reached, the parties agree to meet with a neutral mediator from the NY State Employment Relations Board.
 - a. Recommendations from the mediator are not binding on either party.
 - b. If the Union is not satisfied with the recommendations or no decision is reached, the Union may commence legal action.

UNION DUES and FEES

- a. The Union represents all Covered Child Care Providers and intends to collect union dues from all Covered Child Care Providers who choose to be members of the Union.
- b. The State agrees to establish procedures for the deduction and transfer to the Union of union dues from the subsidy payments of those Providers who authorize the dues deduction in writing from payments made directly by a social services district to those Providers on behalf of families who receive subsidies under the Social Services Law to pay for all or a portion of their child care costs. The Union will be responsible for obtaining written authorization from Union members for the union dues to be deducted and transferred to the Union.
- c. Such deductions will not commence until the necessary technical changes have been implemented.
- d. The Union will establish the amount of the union dues in a consistent manner for all providers.
- e. The Union will be responsible for collecting union dues directly from those Providers who choose to be Union members who do not receive subsidy payments.
- f. OCFS agrees to seek legislation, consistent with the federal and State constitutions, authorizing the deduction and transfer to the Union of a fair share payment from those Providers who do not choose to be members of the Union or to authorize the deduction of union dues but who receive subsidy payments. Upon enactment of that legislation and implementation of the necessary technological changes to the State's payment system(s), the fair share payments will begin to be deducted.

- g. OCFS and the Union agree to form a committee to work out the details necessary to implement the deduction of union dues and any fair share payments as described in this Section. The State and the Union intend to implement this provision in a manner that does not limit parental access to or choice.
- h. The Union shall cooperate with each social services district and/or OCFS, as applicable, in resolving complaints and/or concerns of Covered Child Care Providers regarding the deduction of union dues and any fair share payments.

WORK GROUPS – to continue progress in other important areas

- **INSURANCE** - OCFS has established an insurance workgroup that includes the NYS Insurance Department and the Union to make available affordable Liability, Homeowners and other insurance.
- **REGULATIONS** - The Union and the state have formed a committee that will review every regulation, policy and rule and make recommendations for changes.
- **QUALITY RATING AND IMPROVEMENT SYSTEM** - OCFS will work jointly with the Union(s), the Governor's Children's Cabinet, the Early Childhood Advisory Council, and other stakeholders to develop, pilot and implement a Quality Rating Improvement System for child care providers to the extent that the funding is made available.
- **SUBSTITUTE POOL** - OCFS agrees to establish a committee with representatives from the Unions to discuss the feasibility of establishing mechanisms to enable an assistant, substitute, or volunteer who is already cleared to work with one family or group family provider to also be used as a substitute for other providers.

MISCELLANEOUS ITEMS

- **Union Recognition, Non-discrimination**
 - a) VOICE/CSEA is recognized by the State as the bargaining agent for all licensed and registered providers outside of New York City.
 - b) No provider will be discriminated against based on union membership.
- **Bulletin Boards** will be supplied at each OCFS and CCRR office for posting of union information.
- **Paperwork, Lists**
 - a) The state will provide to the union up-to-date lists of providers.
 - b) Paperwork will be supplied to providers in English and Spanish to the extent feasible.