

1	PREAMBLE.....	3
2	ARTICLE 1 - PURPOSE AND INTENT .....	4
3	ARTICLE 2 - DEFINITION OF TERMS.....	5
4	ARTICLE 3 - RECOGNITION .....	7
5	Section 1. Union Recognition.....	7
6	Section 2. Integrity of the Bargaining Unit.....	7
7	ARTICLE 4 – UNION RIGHTS.....	8
8	Section 1. Union Exclusivity.....	8
9	Section 2. Union Activity .....	8
10	Section 3. Union Representatives.....	8
11	Section 4. Neutrality .....	8
12	Section 5. Lists .....	8
13	Section 6. Bulletin Boards .....	9
14	Section 7. Notices.....	9
15	Section 8. Policy Changes .....	9
16	Section 9. Provision of Union Information to New Providers .....	9
17	Section 10. Dues and Fees Deductions .....	9
18	ARTICLE 5 – MANAGEMENT RIGHTS .....	11
19	ARTICLE 6 – NON-DISCRIMINATION.....	12
20	ARTICLE 7 – DIGNITY AND RESPECT .....	13
21	ARTICLE 8 – PARENT RIGHTS.....	14
22	Section 1. Parent Rights .....	14
23	Section 2. Information Regarding Parents.....	14
24	ARTICLE 9 – PAYMENTS AND BILLING.....	15
25	Section 1. Timely and Accurate Payments .....	15
26	Section 2. Deductions .....	15
27	Section 3. Infant/Toddler Incentive .....	15
28	Section 4. Billing.....	15
29	ARTICLE 10 – GRIEVANCE PROCEDURE .....	16
30	Section 1. Definition .....	16
31	Section 2. Grievance Procedure .....	16
32	ARTICLE 11 –TRAINING.....	18
33	Section 1. Administration .....	18
34	Section 2. Joint Training and Education Committee .....	18
35	Section 3. Child Development Specialist Career Path Program.....	19
36	Section 4. Authorization .....	22

1	ARTICLE 12 – PROVIDER RIGHTS.....	23
2	ARTICLE 13 – RATE STRUCTURE.....	26
3	Section 1. Economic Increases.....	26
4	Section 2. Training Incentives.....	26
5	Section 3. Health Benefit.....	27
6	ARTICLE 14 – LEAVES.....	28
7	ARTICLE 15 – REFORM AND QUALITY COMMITTEE MEETINGS.....	29
8	ARTICLE 16 – GENERAL PROVISIONS.....	30
9	Section 1. Income Verification.....	30
10	Section 2. Provider Notification.....	30
11	Section 3. Printing of the Agreement.....	30
12	Section 4. Providers’ Rights.....	30
13	Section 5. Jury Duty.....	30
14	Section 6. No Strike – No Lock Out.....	30
15	Section 7. Total Agreement.....	30
16	ARTICLE 17 – TERM OF THE AGREEMENT.....	32
17	Section 1. Severability.....	32
18	Section 2. Term of the Agreement.....	32
19	APPENDIX A – HOLIDAYS.....	33
20	APPENDIX B - RATES.....	34
21		

## PREAMBLE

1  
2  
3 This agreement is entered into between the Michigan Home Based Child Care  
4 Council (MHBCCC) and the Child Care Providers Together Michigan (CCPTM).  
5

6 This agreement formalizes the unique relationship between the MHBCCC and  
7 the CCPTM. The MHBCCC operates pursuant to the Interlocal Agreement  
8 between the Department of Human Services and Mott Community College.  
9

10 CCPTM and MHBCCC recognize that the implementation of various provisions in  
11 this Agreement will necessarily require the assistance and cooperation of entities  
12 that are not parties to this Agreement, primarily the Department of Human  
13 Services. CCPTM and MHBCCC agree to work together in good faith in order to  
14 secure the assistance and cooperation of the appropriate entities when required  
15 by the provisions of this Agreement.  
16

17 The parties enter into this agreement acknowledging the following:

- 18 • The MHBCCC and CCPTM share a common mission to ensure that every  
19 Michigan family has access to quality child care in order to improve  
20 outcomes for all Michigan children.
- 21 • Access to quality child care is essential for families transitioning from  
22 welfare to work as well as for those low and moderate income families  
23 striving to achieve and maintain self-sufficiency.
- 24 • Providers, the MHBCCC, CCPTM, the State and Michigan families have a  
25 shared interest in making child care a quality job and a respected  
26 profession.
- 27 • The parties agree to work together as partners to serve the needs of  
28 working families and to meet the highest standards in such service.  
29

## ARTICLE 1 - PURPOSE AND INTENT

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This Agreement is made and entered into by and between the Michigan Home Based Child Care Council (hereinafter referred to as the "Council" or "MHBCCC", and Child Care Providers Together Michigan, CCPTM, a Union created by the American Federation of State, County and Municipal Employees, AFSCME, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, (hereinafter jointly referred to as the "Union" or the "CCPTM"), as exclusive representative of Michigan's Home Based Child Care Providers who receive remuneration from child care subsidies funded by the State of Michigan and as specifically set forth in Article 2, and shall be effective on January 1, 2008.

1

2

## ARTICLE 2 - DEFINITION OF TERMS

3

4 The following terms shall be interpreted as indicated below when used in this  
5 Agreement:

6

7 a) "State" or "DHS" or "the Department" means the Department of Human  
8 Services, or its representatives collectively or singly, as the context may require.  
9 These terms include any successor department or unit of government that  
10 assumes DHS functions pertaining to this contract.

11

12 b) "Provider of Employer-Related Services" or "Council" means the Michigan  
13 Home Based Child Care Council, a Michigan public body corporate established  
14 and created by interlocal agreement pursuant to authority granted under Section  
15 28 of Article 7 of the Michigan Constitution of 1963 and the Urban Cooperation  
16 Act of 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512, between the Department  
17 of Human Services, a principal department of the State of Michigan, and Mott  
18 Community College, a Michigan public body corporate established under the  
19 Community College Act, 1966 PA 331, MCL 389.1 to 389.195. The Provider of  
20 Employer-Related Services or Council is empowered under §6.10 of the  
21 aforementioned interlocal agreement to bargain collectively and enter into  
22 agreements with labor organizations and fulfill its responsibilities as a public  
23 employer subject to 1947 PA 336, MCL 423.201 to 423.217.

24

25 c) "Parent" means any person(s) who has applied for or been authorized to  
26 receive child care assistance payments through the State and has placed a child  
27 with a Provider registered, licensed, enrolled or otherwise authorized by the State  
28 to provide such subsidized care.

29

30 d) "Provider" means a Provider of home based child care services who is  
31 licensed or registered by the Department under 1973 PA 116, MCL 722.111 to  
32 722.128 or 2005 MR 19, R 400.1901 to R 400.1963 or enrolled by the  
33 Department and who receives payments for providing home-based child care  
34 services through the Department, including payments from funds administered in  
35 Michigan by the Department under the Social Welfare Act, 1939 PA 280, MCL  
36 400.1 to 400.21, or 1997 MR 8, R 400.5001 to 400.5015, or any successor child  
37 care assistance or subsidy program.

38

39 e) "Union" means Child Care Providers Together Michigan, CCPTM, a Union  
40 created by the American Federation of State, County and Municipal Employees,  
41 AFSCME, and the International Union, United Automobile, Aerospace and  
42 Agricultural Implement Workers of America, UAW.

43

44 f) "Interlocal Agreement" or "ILA" refers to the agreement between the  
45 Department of Human Services, a principal department of the State of Michigan,

1 and Mott Community College, a Michigan public body corporate established  
2 under the Community College Act, 1966 PA 331, MCL 389.1 to 389.195 creating  
3 the Michigan Home Based Child Care Council.

1    **ARTICLE 3 - RECOGNITION**

2  
3 **Section 1. Union Recognition**

4  
5 The Council hereby recognizes Child Care Providers Together Michigan,  
6 CCPTM, as the sole and exclusive bargaining representative of the Providers as  
7 recognized by this Agreement and as certified by the Michigan Employment  
8 Relations Commission in MERC case number R 06I-106.

9  
10 **Section 2. Integrity of the Bargaining Unit**

11  
12 The Council recognizes the integrity of the bargaining unit and will not take any  
13 action intended to erode it. No action taken by a Parent shall be considered  
14 erosion of the bargaining unit.

1 **ARTICLE 4 – UNION RIGHTS**

2  
3 **Section 1. Union Exclusivity**

4  
5 In recognition of the exclusive representative status granted to Child Care  
6 Providers Together Michigan (CCPTM), the Council shall not meet, discuss,  
7 confer, subsidize or negotiate with any other employee organization or its  
8 representatives on matters pertaining to any terms and conditions of employment  
9 of Providers as recognized by this Agreement.

10  
11 **Section 2. Union Activity**

12  
13 The Council agrees that no Provider shall be discriminated against, intimidated,  
14 restrained or coerced in or on account of the exercise of any rights granted by  
15 the Interlocal Agreement or by this Agreement, on account of membership or  
16 non-membership in, or lawful activities on behalf of the Union.

17  
18 **Section 3. Union Representatives**

19  
20 The Union shall notify the Council of the names of its official representatives and  
21 changes in such representatives. These designated representatives, by virtue of  
22 their position and while acting in their official capacity, shall be permitted to  
23 discuss specifics of unresolved Provider issues, including, but not limited to,  
24 delayed or denied payments and licensing issues.

25  
26 **Section 4. Neutrality**

27  
28 The Council shall remain neutral on the question of union membership and union  
29 representation for Providers. All questions addressed to the Council concerning  
30 membership in or representation by the Union will be referred to the Union.

31  
32 **Section 5. Lists**

33  
34 The Council will provide to the Union without cost certain lists containing relevant  
35 information on bargaining unit Providers. The list(s) shall be in electronic format  
36 and shall be forwarded to the Union on a monthly basis, by the fifteenth (15<sup>th</sup>)  
37 calendar day of each month, unless the fifteenth is a holiday or weekend in which  
38 case the Council will provide the list(s) on the first business day following the  
39 holiday or weekend. The following information shall be provided by the Council:

40  
41 A list of all Providers who were paid by DHS in the previous calendar month.  
42 The list will include for each Provider: First, Middle and Last Name, Federal  
43 Employer Identification Number (FEIN), Birth date, Provider Type, Identification  
44 Number, License Number (if applicable), Street Address, City, Zip Code, County,  
45 Phone Number(s), Enrollment Begin Date, Pay Period Start Date, Pay Period



1 End Date, Hours Paid, Number of Children Paid For, Amount Paid. The list will  
2 also include whether or not the Provider is a member of the Union and the type  
3 and amount of Dues, Initiation Fees, V-CAP, or Service Fees deducted from the  
4 Provider's payment.

5  
6 **Section 6. Bulletin Boards**

7  
8 The Council shall request to have the Union provided with a reasonably sized  
9 bulletin board or an equivalent sized area on a larger bulletin board at each office  
10 of the Department of Human Services. The Council shall request that a bulletin  
11 board also be made available at each Child Care Resource and Referral Agency  
12 and Michigan State University Extension.

13  
14 **Section 7. Notices**

15  
16 The Council will work to establish a process for providing the Union an advance  
17 copy of any notice it receives related to Providers.

18  
19 The Council will establish a mechanism to provide to the Union, an advance copy  
20 of all State manuals, regulations, and Administrative rules that are applicable to  
21 the Providers represented herein.

22  
23 **Section 8. Policy Changes**

24  
25 The Council shall provide reasonable advance notice to the Union of any  
26 proposed policy change that the Council believes will impact Providers and shall  
27 meet with the Union. The Council and the Union shall endeavor to work out an  
28 agreement on any policy changes.

29  
30 **Section 9. Provision of Union Information to New Providers**

31  
32 When an individual initially applies to provide home-based Child Care services  
33 through the State, the Council shall transmit to said individual, information  
34 prepared by the Union concerning Union representation and Union membership.  
35 In order to do this, the Council will establish an agreement with the Department  
36 to provide this information to Providers.

37  
38 **Section 10. Dues and Fees Deductions**

39  
40 All Providers shall be required to either become a member of the Union or to pay  
41 a Service Fee not to exceed the amount of dues required of other members as a  
42 condition of maintaining Provider status. Deductions of Union dues shall begin  
43 no later than thirty (30) days from the first date for which a provider received  
44 subsidized payment.

1 A Provider who avails him/herself of the opportunity to voluntarily terminate  
2 membership in the Union shall tender to the Union a representation service fee in  
3 an amount not to exceed the regular dues uniformly assessed all members of the  
4 Union. Such obligations shall be fulfilled by the Provider signing, dating, and  
5 submitting to the Council the "Authorization for Deduction of Representation  
6 Service Fee" form.

7  
8 The Council shall inform all future Providers upon their application, of the  
9 Provider's obligation under this Article. The Council shall provide new Provider(s)  
10 with the appropriate authorization forms provided to the Council by the Union.  
11 However, the deduction status of Providers returning to the payroll after an  
12 absence of no more than twelve (12) months shall automatically remain in effect.

13  
14 The Union shall indemnify, defend, and hold the Council or anyone implementing  
15 this section of the agreement harmless against any claim, demand, suit, or  
16 liability arising from any action taken by the Council in complying with this  
17 Section of this Article.

18  
19 No dues will be deducted until the technical capability has been secured to allow  
20 for the deduction of dues. Such changes shall be completed as expeditiously as  
21 possible, but no later than three (3) months from the date of ratification unless  
22 mutually agreed upon by the parties. The Union will not assert that the Council  
23 has violated the Agreement based on the technical inability to secure dues  
24 deductions.

## ARTICLE 5 – MANAGEMENT RIGHTS

1

2

3 The Council has core governance rights and responsibilities, including the  
4 exclusive authority to operate and carry out its mandate as set forth in the  
5 Interlocal Agreement of September 1, 2006.

6

7 The Council has the paramount obligation and authority to take necessary steps  
8 to protect parent rights and interests.

9

10 All rights not specifically granted in this Agreement are reserved with the Council,  
11 which has the right to decide and implement its decisions regarding such  
12 governance rights.

## **ARTICLE 6 – NON-DISCRIMINATION**

1

2

3 The Council shall not discriminate against any Provider on the basis of race, sex,  
4 sexual orientation, creed, religion, color, height, weight, marital or parental status,  
5 age, national origin, political affiliation and/or beliefs, disability, union affiliation or  
6 union activity.

7

**ARTICLE 7 – DIGNITY AND RESPECT**

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6

The Council, Providers, and agents acting on their behalf will treat each other with dignity and respect. It is the intent of this agreement to provide for a harmonious and cooperative environment to allow for the best possible home-based child care to be provided for the children of Michigan.

1  
2 **ARTICLE 8 – PARENT RIGHTS**  
3

4 **Section 1. Parent Rights**  
5

6 The parties reaffirm that parents have the sole and undisputed right to: 1) hire  
7 Providers of their choice; and 2) remove Providers from their service at will for  
8 any reason.  
9

10 **Section 2. Information Regarding Parents**  
11

12 Union Representatives and Providers shall maintain strict standards of  
13 confidentiality regarding Parents and Children and shall not disclose personal  
14 information pertaining to Parents and Children obtained from any source unless  
15 the disclosure is compelled by a legal process or otherwise required by law.  
16

17 The Council agrees that any discussion with designated Union Representatives  
18 regarding a parent's eligibility or potential eligibility for subsidized child care  
19 assistance or the status of any payments resulting thereof shall not be  
20 considered a breach of the parent's confidentiality, subject to the limitations of  
21 applicable law(s).  
22

23 Determination of the information permitted to be provided to the Union shall be  
24 an appropriate subject for Reform and Quality Committee meetings.  
25

# ARTICLE 9 – PAYMENTS AND BILLING

## Section 1. Timely and Accurate Payments

The Council agrees to advocate for timely and accurate Provider payments.

As soon as practicable, the Department shall issue two-party subsidy checks for aides in compliance with applicable IRS regulations. These checks shall be subject to all deductions authorized under this Agreement.

Providers will be paid in accordance with the policies set forth for subsidized Child Care payments, but no later than four (4) weeks from the submission of an accurate and complete claim.

Providers who take into their care children from parents who are awaiting eligibility determination from DHS shall receive payment from the parent's application date once the parent's case is approved.

## Section 2. Deductions

Union dues and initiation fees shall be deducted from the Provider's payments and remitted to the Union. The Union shall advise the Council of any changes in dues or other approved deductions in writing at least forty-five (45) days prior to its effective date. The Council shall continue to make such deductions, except where the authorization is revoked in writing by the Provider. The warrant stub will state "Union Dues" and the amount of the deduction. If the Provider has requested to pay only "Fair Share" fees, the warrant stub will state "non member fees" and the amount of the deduction.

## Section 3. Infant/Toddler Incentive

All Providers caring for infants (less than 2 ½ years of age) shall receive an incentive for each infant under their care. This incentive shall not be decreased or eliminated from the current amount during this agreement except by legislative action.

## Section 4. Billing

Consistent with current policy, Providers shall be permitted to bill for up to two (2) weeks for those days when a child, who would normally be in their care, is absent because of the child's own illness.

1                                   **ARTICLE 10 – GRIEVANCE PROCEDURE**

2  
3                   **Section 1. Definition**

- 4  
5                   A.     A grievance shall mean a dispute regarding the meaning or  
6                           implementation of the provisions of this Agreement, DHS policy, or  
7                           state or federal law brought by the Union or a Provider or the  
8                           termination of a Provider by the Department for just cause. Actions  
9                           taken by parents concerning termination of services of a Provider  
10                           shall not be subject to the grievance procedure.  
11                   B.     Grievances may be processed by the Union on behalf of itself, a  
12                           Provider, or a group of Providers. Grievances may be filed by fax,  
13                           machine, U.S. Mail, electronic mail, or in person. A Provider(s) is  
14                           entitled to Union representation at each and every step of the  
15                           grievance procedure and shall be made aware of that right by the  
16                           Council representative conducting such step and the Union shall  
17                           have the right to have the grievant or grievants present at any step  
18                           of the grievance procedure, if a meeting is held, and at arbitration.  
19                           The resolution of a grievance filed on behalf of a group of Providers  
20                           shall be made applicable to the appropriate Providers within that  
21                           group.  
22                   C.     Both the Union and the Council will work to resolve problems as  
23                           quickly as possible and at the lowest possible step of the grievance  
24                           procedure.  
25                   D.     Time limits, as set forth in this Article, may be extended by mutual  
26                           agreement.

27  
28                   **Section 2. Grievance Procedure**

29  
30                   Grievances must be filed with the Council within thirty (30) calendar days from  
31                   the date the Union or Provider knew or should have known of the action or  
32                   inaction that gave rise to the grievance. A postmark date, if mailed, shall be  
33                   considered as the filing date.

34  
35                   **Step 1: Council Grievance Designee**

36  
37                   The grievance shall be reduced to writing and submitted to the Council  
38                   Grievance Designee, that is a designated Council board member, or a Council-  
39                   appointed staff person or other designee. The Council designee and the Union  
40                   shall meet on a day designated by the parties for grievances to be heard. The  
41                   day may be scheduled as frequently as needed but no less than once quarterly if  
42                   there is a grievance to be heard. The parties are encouraged to try to mediate  
43                   and settle disputes as early as possible and prior to the assigned hearing date.  
44                   The Council Grievance Designee, shall have fifteen (15) calendar days from the  
45                   date the grievance was heard to respond. The Council Grievance Designee shall



1 provide the Union a mailing address, email address, fax number and the name of  
2 Council representatives authorized to receive grievances.

3  
4 **Step 2: Michigan Home Based Child Care Council Executive**  
5 **Director.**

6  
7 If the grievance is not resolved at Step 1, the Union or the Provider may submit  
8 the grievance within fifteen (15) calendar days of the Step 1 response, or date  
9 such response was due, to the Council's Executive Director. The Executive  
10 Director shall have twenty-one (21) calendar days to respond to the grievance.  
11 In the event the parties are unable to reach a resolution, the Union may request  
12 in writing within 30 calendar days of the Step 2 response, or date such response  
13 was due that the grievance be submitted to an independent arbitrator.

14  
15 **Step 3 Michigan Home Based Child Care Council**

16  
17 The Council shall have the opportunity to hear any grievance which the Union  
18 appeals from Step 2. This hearing shall in no way delay the opportunity of the  
19 grievance being heard at arbitration.

20  
21 **Step 4: Arbitration**

22  
23 The Council and the Union agree to choose from a mutually agreed panel of at  
24 least five arbitrators. It shall be the duty of the parties' mutually selected  
25 arbitrator to hear and consider evidence submitted by the parties and to  
26 thereafter make written findings of fact. The decision and award of the arbitrator  
27 shall be final and binding on all parties. The arbitrator shall have no authority to  
28 ignore, add, subtract or modify any of the terms and conditions of this  
29 Agreement. The arbitrator shall limit his/her decision solely to the application and  
30 interpretation of the relevant provisions of this Agreement, Department policy, or  
31 State or Federal Law, as applicable. Questions of arbitrability shall be decided  
32 by the arbitrator prior to the arbitrator addressing the merits of the grievance.  
33 The expenses and fees of the arbitrator shall be shared equally by the parties.  
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## ARTICLE 11 –TRAINING

One of the most important matters addressed during these negotiations was training. All interested parties, including DHS, MHBCCC and CCPTM, recognize the many benefits of effective training for Providers, Parents, and most importantly, Michigan’s children also benefit from Provider training. One of MHBCCC’s primary purposes is to facilitate and coordinate training programs to assist Providers in the continued performance of high-quality child care services.

Quality childcare, which provides children with what they need to ensure a firm foundation for life success, improve school readiness and provide better outcomes for children, is a priority for all. It is vitally important that children are with people with whom they can build relationships, experience safety and security and have consistent opportunities to talk, be read to and learn. To maintain high standards of care and to continue to improve the opportunities for the optimum development of children, quality training must be available to all Providers. With these goals in mind, the parties agreed to address training as follows:

### Section 1. Administration

The responsibilities of the Michigan Home Based Child Care Council (Council) include:

- Jointly identify funding sources and secure funding for training, where necessary, including administrative and operating costs;
- Participate in the Joint Training and Education Committee;
- Promote continuing education classes available in the community;
- Approve/disapprove classes for credit under the Child Development Specialist Career Path (CDSCP) Program and any other negotiated training programs;
- Provide certificates of completion for Phase One and Phase Two of the CDSCP Program and/or any other negotiated Phases the Joint Training and Education Committee may create.

### Section 2. Joint Training and Education Committee

- A. Following ratification of this collective bargaining agreement, the parties will establish the Joint Training and Education Committee (Committee).
- The Committee will be established within seven (7) days of ratification.
  - Four (4) members will be appointed by the MHBCCC, one of whom shall represent the State of Michigan Department of Human

1 Services (DHS). MHBCCC appointees need not be members of the  
2 MHBCCC.

- 3 • Four (4) union representatives will be designated by the Union.

4  
5 B. Purpose of the Committee

6  
7 The purpose of the Committee is to research, evaluate and analyze training  
8 strategies, make recommendations to the MHBCCC and assist the MHBCCC in  
9 the implementation of training programs. Specific roles and responsibilities  
10 include:

- 11  
12 • Monitor, evaluate and make recommendations for the modification  
13 of training programs;
- 14 • Make updates and recommendations regarding the accessibility,  
15 availability, quality and effectiveness of training classes available  
16 throughout the State;
- 17 • Make recommendations on training policies, including training  
18 requirements for state licensure;
- 19 • Make recommendations for the approval/disapproval of classes for  
20 credit under the CDSCP Program and any other negotiated  
21 training programs;
- 22 • Develop the CDSCP Program, using the framework in Section 3 as  
23 a guide;
- 24 • Assist with implementation of the CDSCP Program;
- 25 • Create internal policy and procedures necessary to implement the  
26 terms of this Article and other responsibilities as assigned to the  
27 Committee by the Council.

28  
29 **Section 3. Child Development Specialist Career Path Program**

30  
31 During negotiations, the parties agreed to establish a Child Development  
32 Specialist Career Path (CDSCP) Program to offer Providers the opportunity for  
33 continuous improvement through education and training. The parties have  
34 agreed on the following framework and fundamental principles of the plan.

35  
36 A. Program goals

- 37  
38 • Provide a structured path and incentive for Providers to improve  
39 their skills;
- 40 • Make training more accessible to Providers by providing classes in  
41 a variety of settings, e.g., churches, conferences, community  
42 colleges, educational institutions and union halls, and provide a  
43 variety of learning avenues such as social settings, play groups,  
44 and field trips with discussions of elements of quality care;
- 45 • Enhance the quality of existing training offerings;
- 46 • Increase the training level of Providers throughout the State;

- 1           •     Remove barriers to licensure;
- 2           •     Research and evaluate the effectiveness of trainings by looking at
- 3                     outcomes.

4  
5     B.     Program structure

6  
7           The CDSCP Program will incorporate the following elements:

- 8
- 9           •     Provide trained mentors, upon request, to assist Providers;
- 10          •     Coordinate training programs with other institutions and community
- 11                     resources, e.g., community colleges, 4Cs, Red Cross, ECIC;
- 12          •     Pursue resources to assist Providers with hard costs of equipping
- 13                     home for licensure;
- 14          •     Execute pilot program in one county on or before October 2008;
- 15          •     Extend Program to as many counties as feasible during term of
- 16                     agreement;
- 17          •     Incorporate program with other nationally recognized training
- 18                     programs to ensure transferability of training achievements.

19  
20     C.     Program Enrollment

21  
22     A Provider must be a member of the bargaining unit to enroll in the Child  
23     Development Specialist Career Path program and participate in an orientation  
24     session prior to acceptance into the Program by the Council.

25  
26     D.     Training Requirements

27  
28     Day Care Aides and Relative Providers will begin the CDSCP Program at Phase  
29     One. Family and Group Home Providers begin the program at Phase Two.

30  
31     **Phase One – Critical and Eminent Danger**

32  
33     Phase One begins with CPR and First Aid training **plus** ten (10) additional hours  
34     of training, which may include, but is not limited to:

- 35
- 36           •     Blood borne Pathogens and Communicable Disease;
- 37           •     Sudden Infant Death Syndrome;
- 38           •     Safe Sleep;
- 39           •     Seat Belt Safety;
- 40           •     Nutrition;
- 41           •     Identifying Abuse and Neglect;
- 42           •     Emergency Evacuation Plans;
- 43           •     Medication policies.

1 **Phase Two – Early Childhood Development and Administration**

2  
3 Thirty-five (35) hours of additional approved training in Early Childhood  
4 Development and Administration within a two (2) year period. This may include  
5 but is not limited to:

- 6  
7
  - 8 • Foundations of Early Child Development;
  - 9 • Infant/Toddler Development;
  - 10 • Methods/Materials for Group Care;
  - 11 • Curriculum Development;
  - 12 • Observations and Assessment;
  - 13 • Arranging a Developmentally Appropriate Environment;
  - 14 • Developing Partnerships with Families;
  - 15 • Diversity – Cultural and Community Issues;
  - 16 • Providing Creative Learning Experiences;
  - 17 • Integrating Children with Special Needs;
  - 18 • Physical Space and Environments;
  - 19 • Developing Safety Checklists;
  - 20 • Reading Readiness;
  - 21 • Best Practices;
  - 22 • Cognitive Development;
  - 23 • Physical Spaces and Environments;
  - 24 • Parent and Staff Policies;
  - 25 • Daily Activity Reports;
  - 26 • Record Maintenance;
  - 27 • Administrative Procedures.

28 E. Training Incentive

- 29  
30 1. An hourly training incentive shall be paid out upon the successful  
31 completion of each Phase One and Two for Day Care Aides and  
32 Relative Providers and successful completion of Phase Two for  
33 Family and Group Home Providers in accordance with Article 13  
34 "Rate Structure."  
35  
36 2. Providers receiving the Phase One incentive must complete at least  
37 ten (10) hours of approved continuing education annually to  
38 maintain the Provider's status for the purpose of continuing to  
39 receive the training incentive.  
40  
41 3. Providers receiving the Phase Two incentive must complete at least  
42 twenty (20) hours of approved continuing education annually to  
43 maintain the Provider's status for the purpose of continuing to  
44 receive the training incentive.  
45

- 1           4.    The Joint Training and Education Committee shall create a  
2            procedure to “grandfather” in Providers who had previously  
3            completed the prescribed training.  
4  
5           5.    The Joint Training and Education Committee shall investigate  
6            adding phases and incentives to the CDSCP to provide Early  
7            Childhood Education (ECE) nationally recognized credentials.  
8

9    **Section 4. Authorization**

10  
11    The CDSCP training is part of the collective bargaining agreement, is effective  
12    upon ratification, and is also subject to the grievance procedure.  
13

1  
2 **ARTICLE 12 – PROVIDER RIGHTS**

3  
4 The Council and the Union agree to recognize the right of the Department of  
5 Human Services to create and implement policies that may affect the  
6 professional standing and services provided by child care Providers. Such  
7 policies may be related to matters considered as permissive or mandatory  
8 subjects of bargaining between CCPTM and the MHBCCC.  
9

10 In keeping with their intent to continue forging a cooperative and productive  
11 relationship, the Council and the Union, with the assistance and participation of  
12 the Department, agree to implement the following procedures when a new policy  
13 or a change in existing policy affecting bargaining unit Providers is contemplated  
14 by the Department.  
15

- 16 1. The terms “policy change(s)” shall be interpreted to include new policies or  
17 changes to existing policies.
- 18 2. When the Department is considering a new policy or policy change that  
19 affects Providers, it shall send written notification to the Council and the  
20 Union at least 120 calendar days in advance of a projected  
21 implementation date. The notification shall include a description of the  
22 change along with the rationale for such action, the anticipated impact on  
23 Providers and a draft of the proposed policy, if developed.
- 24 3. Should the Union or the Council, after reviewing the proposed change,  
25 consider that the matter requires further discussion, the Council shall  
26 request and coordinate a meeting with Department representatives within  
27 ten (10) working days from the date the notification was received.  
28 Representatives from the three parties shall meet and confer in good faith  
29 on the matter at hand with the purpose of reaching an agreement that all  
30 parties can support. If after reasonable efforts and time, but in no event  
31 later than thirty (30) workdays from the time that the parties first met to  
32 discuss the matter, an agreement cannot be reached, the parties will be  
33 guided by the terms of (4) below.
- 34 4. Participation of the Department in the meet and confer process under this  
35 agreement does not bind the Department to any matter of agreements  
36 between the Council and the Union that the Department does not support.  
37 Similarly, the Union’s willingness to discuss the matter proactively with the  
38 Council and the Department does not mean that the Union is expressly or  
39 implicitly waiving its rights to pursue a matter through administrative  
40 and/or judicial avenues available under applicable law.
- 41 5. Notwithstanding section 4, all parties agree working diligently to reach  
42 agreement on any such matters of controversy is preferable to using the  
43 administrative or judicial procedures.
- 44 6. In the event that an emergency exists, the Department reserves the right  
45 to act expeditiously on a policy change and notify the Council and Union.

1           Following notification, the Council may initiate a meeting as defined in  
2           section 3 above.

3  
4           Unless mandated by law, the effective date of any change requiring a capital  
5           expenditure of three hundred dollars (\$300) or more shall not be less than one  
6           hundred eighty (180) days from the date notice of such change is mailed to the  
7           Provider.

8  
9           The Council and the Union agree to work jointly with the Department to establish  
10          clear rules regarding the type of information that may be provided directly to the  
11          Provider in verifying questions of client eligibility.

12  
13          The Council and the Union agree that Providers are professionals and we will  
14          work to ensure the following rights:

- 15  
16          • The right to be treated as a professional with courtesy, dignity, consideration  
17          and respect.
- 18  
19          • The right to be given the same consideration and treatment as all other  
20          Providers regardless of race, color, religion, gender, sexual orientation, national  
21          origin, political affiliation, disability, marital status, age, height, weight or union  
22          affiliation.
- 23  
24          • The right to file a complaint with the appropriate agency when the Provider  
25          believes they have been discriminated against because of race, color, religion,  
26          gender, sexual orientation, national origin, political affiliation, disability, marital  
27          status, age or union affiliation.
- 28  
29          • The right to request that the Department consider assigning a new licensing  
30          specialist consultant where an unresolved conflict exists following discussion with  
31          a supervisor in an attempt resolve the matter.
- 32  
33          • The right to receive written information such as notices and explanation in  
34          Provider's primary language as provided for in law and Department policy.
- 35  
36          • The right to receive written notice of any changes to payment or programs that  
37          affect families receiving state subsidies.
- 38  
39          • The right to have the information in my Provider file kept confidential except as  
40          otherwise stated by state and federal law.
- 41  
42          • The right to review all information that is in my Provider file except as otherwise  
43          provided for by state and federal law.
- 44  
45          • The right to require representatives of the Department to show photo  
46          identification and leave a business card.



- 1
- 2 • The right to be advised by the Department of the type of visit.
- 3
- 4 • The right during all visits to be treated professionally and receive an objective,
- 5 impartial assessment.
- 6
- 7 • The right to request a witness to observe and document any visit including
- 8 compliance visits, so long as it does not unduly delay the compliance visit.
- 9
- 10 • The right to receive an accurate report of the visit including the evaluator's
- 11 findings listing each observed deficiency. The description of the evaluator's
- 12 observation shall include a clear explanation of why the existing condition
- 13 constitutes a deficiency and the Provider's explanation of the deficiency.
- 14
- 15 • The right to be informed of the evaluator's supervisor and his/her contact
- 16 information.
- 17
- 18 • The right to be given technical assistance by the Department if Provider
- 19 receives a compliance visit that identifies "valid" out of compliance issues.
- 20
- 21 • The right to have a Union Representative present during any interactions so
- 22 long as it does not unduly delay the interaction.
- 23
- 24 • The right to submit a written rebuttal to any parts of their file and such rebuttal
- 25 shall be attached to the contested material so that both parts are readily available
- 26 to anyone reviewing the file.
- 27
- 28 • The right to receive written notification when allegations of program rules
- 29 violations are found to be without merit.

## ARTICLE 13 – RATE STRUCTURE

### Section 1. Economic Increases

The parties agree to training incentives and subsidy rate increases (together referred to as “economic increases”) in accordance with Section 2, and Appendix B, respectively.

Although the parties understand that economic increases are largely contingent upon necessary legislative funding, MHBCCC agree to work jointly with CCPTM to find creative solutions to fund economic increases when new funds are insufficient.

The MHBCCC, in agreement with the Union, will recommend to the Governor to make the necessary budget recommendations to the Legislature for Home Based Child Care Providers as outlined in Appendix B – Rates. And in addition, will provide the necessary political support to make effective the economic increases in this agreement.

In the event that the Legislature fails to provide adequate funding for any scheduled economic increases,

1. During the first year of this agreement, assuming a lesser amount is approved, the Council and the Union will recommend how the available funds for rate increases as stated in Appendix B of this Agreement should be applied.
2. The MHBCCC, in agreement with the Union, will recommend to the Governor to include sufficient funds in any subsequent supplemental appropriations and/or budget recommendations such that any postponed economic increases become effective not later than the beginning of the following fiscal year.
3. During subsequent years of this agreement, should the Legislature approve less than full funding for economic increases, the parties shall meet and determine recommendations for rate increases and training incentives.

### Section 2. Training Incentives

Providers choosing to pursue the CDSCP Program will be eligible for an additional incentive according to the following schedule:

1 Providers completing Phase One of the training shall receive an incentive of ten  
2 cents (\$0.10) per child per hour for each hour billed for as long as they continue  
3 to comply with the requirements as established in Article 11.  
4

5 Day Care Aides and Relative Providers completing Phase Two of the training  
6 shall receive an incentive of up to twenty-five cents (\$0.25) per child per hour for  
7 each hour billed for as long as they continue to comply with the requirements as  
8 established in Article 11. However, in no event shall the Day Care Aide and  
9 Relative Provider base rate plus training incentive(s) exceed the base rate of the  
10 Family and Group Home Provider in their shelter area,  
11

12 Family and Relative Providers completing Phase Two of the training shall receive  
13 an incentive of twenty-five cents (\$0.25) per child per hour for each hour billed for  
14 as long as they continue to comply with the requirements as established in Article  
15 11.  
16

### 17 **Section 3. Health Benefit**

18  
19 The parties agree to form a Joint Committee on Health Care to explore options  
20 and costs with the intent of identifying and offering affordable health benefits  
21 options for Providers and their families. Each party will be entitled to three (3)  
22 representatives to the committee. The parties further agree that DHS may be  
23 invited to participate in the committee and to work cooperatively during the  
24 process leading to the committee recommendations.  
25

26 The parties will convene a meeting of the committee within 30 days after  
27 ratification of this agreement for the purpose of determining the tasks and  
28 processes the committee would implement.

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## ARTICLE 14 – LEAVES

Child care subsidy payments will be paid to Providers for State of Michigan holidays if the child would have ordinarily received care on that date and the Provider charges all clients for holidays. See Appendix A for a current list of applicable holidays.

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**ARTICLE 15 – REFORM AND QUALITY COMMITTEE MEETINGS**

For the purpose of maintaining communications between the Union and the Council in order to cooperatively discuss matters of mutual concern, the Reform and Quality Committee shall meet on a monthly basis. The parties shall exchange agendas one (1) week prior to the scheduled meeting.

In recognition of the vital function of the Department of Human Services in Reform and Quality initiatives, the parties agree that the Department will be offered an advisory role on the Reform and Quality Committee.

1                                   **ARTICLE 16 – GENERAL PROVISIONS**

2  
3                   **Section 1. Income Verification**

4  
5                   With the written authorization of the Provider, the Council shall request that the  
6                   State provide written verification of past payments to the Provider and the  
7                   Providers participation in the Child Care Assistance Program.  
8

9                   **Section 2. Provider Notification**

10  
11                   The Council will notify Providers directly, as soon as possible, in writing of any  
12                   development or change affecting payment for children in their care.  
13

14                   **Section 3. Printing of the Agreement**

15  
16                   No later than ninety (90) days after ratification of this agreement by all parties,  
17                   the Council shall provide the Union with copies of the Agreement in sufficient  
18                   numbers for distribution to Providers.  
19

20                   **Section 4. Providers' Rights**

21  
22                   The Council recognizes the rights of Providers to select the children to be placed  
23                   in their care, to terminate the relationship with Parents, and to enter into private  
24                   agreements with Parents that are not inconsistent with the policies of the DHS  
25                   Child Care Assistance Program.  
26

27                   **Section 5. Jury Duty**

28  
29                   Consistent with current policy, no time spent by a Provider fulfilling the  
30                   requirements of jury duty shall be used in calculating the percentage of time a  
31                   Provider is considered away from their home-based child care center location.  
32

33                   **Section 6. No Strike – No Lock Out**

34  
35                   During the term of this Agreement, the Union, its members and representatives,  
36                   agree not to engage in, authorize, sanction, or support any strike, slow down, or  
37                   other act, curtailment or work stoppage.  
38

39                   During the term of this Agreement, the Council, its members and representatives  
40                   agree not to lock out the home-based Child Care Providers covered by this  
41                   Agreement  
42

43                   **Section 7. Total Agreement**

1 There are no agreements which are binding on any of the parties other than the  
2 written provisions contained in this Agreement. No further agreement shall be  
3 binding on any of the parties until it has been put in writing and signed by all  
4 parties to be bound. This Agreement embodies all of the obligations between the  
5 parties evolving from the collective bargaining process and supersedes all prior  
6 relationships.

7

8 The parties acknowledge that during the negotiations which resulted in this  
9 Agreement, each had the unlimited right and opportunity to make demands and  
10 proposals with respect to any subject matter not removed by law from the area of  
11 collective bargaining, and that the understandings and agreement arrived at by  
12 the parties after the exercise of their right and opportunity are set forth in this  
13 Agreement.

14

15 Therefore, the Council and the Union, for the life of this Agreement, each  
16 voluntarily and unqualifiedly waives the right, and each agrees that the other  
17 shall not be obligated, to bargain collectively with respect to any subject or  
18 matter, unless otherwise specifically referenced herein.

19

1                   **ARTICLE 17 – TERM OF THE AGREEMENT**

2  
3                   **Section 1. Severability**

4  
5                   Should any part of this Agreement or any provision contained herein be  
6                   determined to be contrary to law and/or not approved by the Child Care Bureau  
7                   of Health and Human Services of the Federal Government, such invalidation of  
8                   such part or provision shall not invalidate the remaining portions hereof and they  
9                   shall remain in full force and effect. In such event, upon the request of either  
10                  party, the parties shall meet promptly and negotiate with respect to substitute  
11                  provisions for those provisions rendered or declared unlawful, invalid or  
12                  unenforceable.

13  
14                  **Section 2. Term of the Agreement**

15  
16                  This Agreement shall be for three (3) years and shall be effective *[date to be*  
17                  *entered]* and shall remain in full force and effect until *[expiration date here]*.  
18                  Thereafter, it shall automatically renew itself from year to year unless at least 120  
19                  days notice prior to expiration, in writing, either party requests to amend, add to  
20                  or subtract from this Agreement.  
21



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## APPENDIX A – HOLIDAYS

State of Michigan Holidays				
Holidays	2007	2008	2009	2010
New Year's Day	January 1	January 1	January 1	January 1
Day After New Year's Day	January 2		January 2	
Martin Luther King Jr. Day	January 15	January 21	January 19	January 18
Presidents' Day	February 19	February 18	February 16	February 15
Memorial Day	May 28	May 26	May 25	May 24
Independence Day	July 4	July 4	July 4	July 4
Labor Day	September 3	September 1	September 7	September 6
Election Day		November 4		November 2
Veterans Day	November 12	November 11	November 11	November 8
Thanksgiving Day	November 22	November 27	November 26	November 25
Day After Thanksgiving Day	November 23	November 28	November 27	November 26
Christmas Eve	December 24	December 24	December 24	December 24
Christmas Day	December 25	December 25	December 25	December 25
New Year's Eve	December 31	December 31	December 31	December 31

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### APPENDIX B - RATES

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	Shelter Area	Current	1/01/08	10/1/08	10/1/09
51,52	I	\$2.00	\$2.25	\$2.50	\$2.70
(Family + Group Homes)	II	\$2.00	\$2.25	\$2.50	\$2.70
	III	\$2.00	\$2.25	\$2.50	\$2.70
	IV	\$2.00	\$2.25	\$2.50	\$2.70
	V	\$2.10	\$2.30	\$2.50	\$2.70
	VI	\$2.50	\$2.65	\$2.80	\$2.95
53	I	\$1.35	\$1.50	\$1.65	\$1.80
(Day Care Aides)	II	\$1.35	\$1.50	\$1.65	\$1.80
	III	\$1.35	\$1.50	\$1.65	\$1.80
	IV	\$1.60	\$1.70	\$1.80	\$1.90
	V	\$1.60	\$1.70	\$1.80	\$1.90
	VI	\$1.60	\$1.70	\$1.80	\$1.90
54	I	\$1.88	\$2.08	\$2.28	\$2.45
(Relative Care)	II	\$1.88	\$2.08	\$2.28	\$2.45
	III	\$1.88	\$2.08	\$2.28	\$2.45
	IV	\$1.88	\$2.08	\$2.28	\$2.45
	V	\$1.97	\$2.15	\$2.30	\$2.45
	VI	\$2.35	\$2.45	\$2.55	\$2.65

3

4