

# Collective Bargaining Agreement

Between the State of Rhode Island

and SEIU District 1199NE

covering

Child Care Assistance Program (CCAP) Family Child Care Providers

Duration:

July 1, 2015 – June 30, 2017

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## **PREAMBLE**

This agreement has been made and entered into by and between the State of Rhode Island (hereinafter referred to as the "State") and the Service Employees International Union, District 1199 New England, (hereinafter referred to as the "Union").

The Union and the State recognize the unique relationship created by RIGL 40-6.6 which authorizes collective bargaining between the family child care providers' chosen representative (the Union) and the State with the purpose of negotiating over the terms and conditions of CCAP family child care providers' participation in CCAP, including, but not limited to:

(1) Expanding training and professional development opportunities; (2) Improving the recruitment and retention of qualified CCAP family child care providers; (3) Reimbursement rates and other economic matters; (4) Benefits; (5) Payment procedures; and (6) A grievance resolution process.

It is the purpose of this agreement to carry out the policy of the State of Rhode Island and encourage a more harmonious and cooperative relationship between the State and its family child care providers by providing for procedures which will facilitate free and regular communications between the State and providers.

By means of this agreement, therefore, the signatories hereto agree to work together as partners to serve the needs of Rhode Island's families and to meet the highest standards of service to the people of Rhode Island and agree further that high morale and good relations with providers through a stabilized union relationship are essential to carry out this end.

## **ARTICLE 1 – UNION RECOGNITION**

### **1.1 – Union Recognition**

Service Employees International Union (SEIU) District 1199 New England ("the Union") is recognized, to the extent lawfully permitted and as certified by the Rhode Island Labor Relations Board in EE 3731, as the representative for all Child Care Assistance Program (hereinafter "CCAP") family child care providers, as defined in RIGL 40-6.6, who participate in CCAP as a Department of Human Services CCAP-approved provider; and are either licensed by the Department of Children, Youth and Families to provide child care services in the provider's own home, or are license exempt but approved by the Department of Human Services to participate in CCAP.

### **1.2 – Integrity of the Bargaining Unit**

The State recognizes the integrity of the bargaining unit and will not take any action intended to erode it, but may take other actions as allowed by labor relations law.

## **ARTICLE 2 - NON-DISCRIMINATION; DIGNITY AND RESPECT**

### **2.1 – Non-Discrimination**

The State agrees not to discriminate against any provider on the basis of race, sex, sexual orientation, gender identity or expression, creed, religion, color, marital or parental status, age, national origin, language, political affiliation and/or beliefs, or disability. This Article shall not be construed as otherwise limiting or impeding the right of consumers and prospective consumers to select, hire, supervise the work of, and terminate any child care provider giving services to them.

### **2.2 – Dignity and Respect**

The State, the Union, and Providers will treat each other with dignity and respect.

## **ARTICLE 3 – PARENTS’ RIGHTS**

### **3.1 – Parents Rights**

Nothing in this Agreement limits the rights of parents or legal guardians or caretaker relatives who are caring for children (hereafter referred to as “parents”) to elect, direct, and terminate the services of CCAP family child care providers.

The State recognizes the rights of Providers to select the children to be placed in their care, to terminate the relationship with parents, and to enter into private agreements for children not subsidized by CCAP.

### **3.2 – Information Regarding Parents**

This Agreement shall not be interpreted as to require the State to release confidential personal information regarding any parent or any child under parental control of a parent or legal guardian or caretaker relative receiving subsidized child care services to the Union without the written permission of any such parent.

DHS will provide a standard written permission form which will be made available at the provider orientation and on the DHS website.

### **3.3 – Parents Not Subject to Grievance Procedure**

No action taken by a parent with respect to this Article or any parents’ rights shall be subject to the grievance and arbitration procedures provided for in this Agreement.

## **ARTICLE 4 – UNION RIGHTS**

### **4.1 – Union Exclusivity**

The Union recognizes that the State may frequently interact directly with bargaining unit members or groups that include bargaining unit members. However, the State shall not meet, discuss, confer, subsidize or negotiate with any other provider organization or its representatives on any matters pertaining to the terms and conditions of providers' participation in the Child Care Assistance Program, the provision of CCAP care, or the terms of this agreement, other than the Union, except to the extent as authorized by law.

### **4.2 – Union Activity**

The State agrees that no provider shall be discriminated against, intimidated, restrained or coerced in or on account of the exercise of any rights granted by statute or this Agreement, or on account of membership or non-membership in or lawful activities on behalf of the Union.

### **4.3 – Union Representatives**

There shall be Union Delegates elected by the Membership. The Union shall notify the State of the names of its official representatives and delegates, and changes in such representatives and delegates as changes occur. The State will recognize said Union delegates for the purpose of administering this agreement.

### **4.4 – Neutrality**

The State shall not interfere with or discourage Union membership and shall remain neutral on the question of union representation for providers. All questions from providers addressed to the State concerning membership in or representation by the Union will be referred to the Union.

### **4.5 – Information**

The State will provide the Union with information regarding providers covered by this agreement electronically on a monthly basis by the fifteenth (15th) of each month. This information will include:

- a) Month in which the payments were issued;
- b) Name of all providers in bargaining unit who were paid a CCAP subsidy or subsidies in the previous calendar month;
- c) DHS Provider number and SSN/EIN used for provider payment;
- d) Addresses on file with CCAP for payment purposes and/or business address maintained by DHS;
- e) Primary and secondary telephone number(s), including home and cell if available;
- f) Whether the provider is DCYF licensed or DHS license exempt;

- g) Amount of subsidy payment paid ~~in~~ during the previous month;
- h) Number of units (as in age and time designations) billed; type of units billed (FT, ¾ Time, ½ Time, ¼ Time, or any other category as established in Rates of Reimbursement Article);
- i) Number of children billed;
- j) Amount of Union dues, PAC/COPE contributions, or any other SEIU-designated voluntary deductions that were deducted from the provider's payments; and
- k) Provider's email address, if available.

#### **4.6 – CCAP and Union Orientation**

A. In-Person Orientation -- CCAP orientations will continue to be offered by DHS. All newly-approved CCAP family child care providers shall participate in an orientation within approximately 90 days of the first day of providing CCAP care.

New provider applicants shall receive a notice of upcoming orientations from DHS and of the requirements to complete the orientation once the provider has submitted CCAP application packet. Currently-approved CCAP providers already included within the CPD may voluntarily choose to re-take the CCAP orientation.

Providers will be paid \$75 for attending the orientation for their attendance at their initial orientation or at subsequent orientations attended at the request of DHS. DHS shall determine the content of its orientation, which will include but is not limited to:

- CCAP eligibility, enrollment, attendance, and billing policies
- Basic information on DCYF licensing and who to contact with licensing questions
- Information on quality enhancement initiatives
- HealthSourceRI

The State shall grant access, not to exceed thirty (30) minutes, at the CCAP Orientation so that the Union may provide Union Orientation for bargaining unit members. The Union Orientation will take place at the conclusion of the State's portion of the agenda. The State shall notify the Union by email at least sixty (60) days in advance of each event listed above and include the time the Union presentation is scheduled.

The Union may (at its discretion) provide the State with copies of a brochure or flyer outlining the provider's collective bargaining benefits as well as union membership applications, which shall be distributed by the State with other orientation materials.

If the State contracts with another entity to conduct these provider orientations, the State shall require the entity to follow the above provisions as a condition of its contract.

B. Online Orientation -- The Union may provide the State with information to be included in the on-line CCAP orientation, should the State implement this format, including a link to the Union's website and



online membership application, and on-line CCAP-subsidy training or orientation will include information from the Union and a link to the Union's website and online membership application.

The State will electronically send the Union the contact information for those providers who complete the on-line subsidy training. The contact information shall include the provider number, name, address, telephone number, and, if available, email address.

#### **4.7 – Union Bulletin Boards & Links**

A. On-Site Bulletin Boards -- The Union may utilize the bulletin boards dedicated to Unions within existing State government buildings, and shall be notified of the location of such bulletin boards. Bulletin boards will be maintained by Union delegates and/or Union staff, and all material posted on the bulletin board will be identified as Union literature. Unauthorized materials will be removed, and no material shall be posted which is inflammatory, profane or obscene, or defamatory of the State or its representatives, or which constitutes political election campaign material for or against any person, organization, or faction thereof.

If the State relocates the offices which receive visits from bargaining unit members, the Union shall be allowed to suggest a location for bulletin board, subject to approval by the State. If requested, the Union will provide cork board bulletin boards (to be clearly marked as "SEIU District 1199NE") at each location.

B. Online Information -- The State agrees to include a link to the Union's website on the DHS and Exceed websites that contains lists of links of resources for child care providers.

#### **4.8 – Notices**

DHS will provide an advanced copy to the Union of all mass mailing (sent either by U.S. mail or electronically) notices issued by DHS to all childcare providers or subset of providers (e.g. specific category, or meeting a certain criteria) in the bargaining unit. Upon receipt of any request for information made by any agency, organization, individual, or business that will result in the release of any personal information of bargaining unit providers (e.g. names, contact information, reimbursements/deductions, etc.), the State shall notify the Union of such request before disclosing any of the requested information by providing the Union with a copy of the request within 5 days of its receipt.

#### **4.9 – Communications between the Parties**

The Union and the State will each designate a single contact person for bargaining information requests and responses, and to exchange other organizational communications including grievances. The parties agree that in order to avoid duplication of effort and to facilitate efficiency and clarity the designated contact person(s) will always be included in such communications and exchanges.

The State shall provide to the Union the names and contact information of the appropriate individuals to address case-specific subsidy payment and eligibility matters in order to facilitate resolving issues at the lowest level possible.

## **ARTICLE 5 – CCAP APPLICATIONS, PAYMENTS, UNION MEMBERSHIP & DEDUCTIONS**

### **5.1 – Timely Payments**

- A. All efforts will be made to process parent applications for CCAP as quickly as possible in conformance with state regulations. If a provider enrolls a CCAP child whose application is incomplete, the provider shall be notified of this fact upon request by calling the provider hotline. Upon receiving parental permission as outlined in Article 3, providers shall be notified of what is missing from a family's CCAP application in order to help expedite the family's application process.
- B. If no timely payment is made for an approved eligible child, as defined as 30 calendar days from submission to DHS, to a provider at no fault of the provider or parent/client, then the State shall pay interest using the formula described in RI General Laws Chapter 42-11.1.
- C. The parties shall complete and forward all paperwork (or electronic documents) necessary for provider payments in a timely manner. Providers are strongly encouraged to use enrollment and billing procedures, on-line when available, in order to expedite processing and payment. Reimbursements that are overdue, as defined above, are subject to interest using the formula described in RI General Laws Chapter 42-11.1.
- D. The Union and DHS shall work together in an ongoing way to identify ways to streamline the CCAP application and reimbursement process, including exploring mobile-based applications and electronic formats that facilitate the transmission of documents and information necessary for the prompt processing of CCAP applications, CCAP enrollments, and CCAP provider reimbursements, the ability to mail or electronically send to the providers the vendor payroll, and the ability to automatically notify a provider upon enrollment when a family's application is incomplete.
- E. Providers shall continue to have the option to be paid every two (2) weeks and have the option of automatic direct deposit and/or electronic funds transfer of reimbursement payments. Effective upon the signing of this agreement, providers who are currently enrolled in or do enroll in direct deposit shall receive a one-time incentive bonus of \$100.
- F. All Providers shall be mailed or provided electronically itemized statements detailing for each payment: certificate number, case first and last name, net payment amount, all differentials and bonuses, all deductions, and children's first names and payment amounts.

- G. Should Provider access to the above information (outlined in the preceding paragraph) be restricted or limited, DHS shall immediately negotiate with the Union to arrange an alternate method to provide access to the CCAP payment information.

## **5.2 – Accurate Payment**

- A. Providers shall receive accurate payment information for services authorized and rendered. Disputes regarding payments shall be subject to the dispute resolution process set forth in Article 7, and may be initiated at Step 2 of the dispute resolution procedure if not resolved informally.
- B. Upon determination that a provider has been underpaid in any given pay period, the State shall reconcile the underpayment within the next payment cycle.

## **5.3 – Union Membership and Deductions**

- A. The Union will provide to the State verification that dues deductions have been authorized by the Provider. Providers may express such authorization by submitting to the Union a written membership application form, through electronically recorded phone calls, by submitting to the Union an online deduction authorization or by any other means of indicating agreement allowable under state and federal law.
- B. To the extent allowable by law, upon receipt by the State of written, electronic, or telephonic authorization from a Provider, union dues and initiation fees shall be deducted from the Provider's payments and remitted to Union on a monthly basis. The Union shall advise the State of dues requirements or other deduction in writing. The State shall continue to make such lawful deductions, except where authorization is revoked by the Provider.
- C. Any Provider who is paying dues or an amount equal to dues may stop making those payments by giving written notice to both the State and Union during the period of thirty (30) days before the annual anniversary date of the Provider's authorization or the date of termination of the applicable contract between the State and the Union, whichever occurs sooner. The State will honor Provider check-off authorizations unless they are revoked in writing during the window period, irrespective of the Provider's membership in the Union.
- D. Upon receipt by the State of authorization from a Provider, contributions to any SEIU PAC/COPE fund in an amount specified by the Provider may be deducted by the State, as pay agent, from payments made to the Provider and remitted to the fund. The state, as pay agent, may continue to make such deductions in the future, except where the authorization is revoked by the Provider. If feasible, voluntary deductions for other SEIU-designated entities will be handled in the same manner.

- E. The amount and type of the deductions shall be detailed and identified on all reimbursement documents sent to each Provider. By the timeline established by the IRS, the State will include on the Provider's IRS forms all the deductions, contributions, etc. made for the previous calendar year as required by the IRS.
- F. The Union and each Provider authorizing the assignment of pay for the purpose of the payment of union dues hereby agree to undertake to indemnify and hold harmless from all claims, demands, suits or other forms of liability that shall arise against the State for or on account of any deduction made from the pay of such Provider. Therefore, the State shall be held harmless and free from liability for performing this task on behalf of the Union.
- G. The parties also acknowledge and agree that the term "written authorization" as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures consistent with the state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from reimbursements for remittance to the Union, and authorization for voluntary deduction from reimbursement and for remittance to PAC/COPE Funds or other SEIU-designated entities, subject to the requirements of state and federal law. The State shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorization as "written authorization" for purposes of this Agreement.
- H. These above described processes will be performed by the State and may be performed in the future by a fiscal intermediary by mutual agreement of the parties. The parties shall meet to further negotiate a mutually acceptable mechanism for such regular voluntary deductions within six (6) months of the effective date of this agreement unless the timeline for such negotiations is extended by mutual agreement of the parties. These voluntary deductions may include but are not limited to such elements as a voluntary retirement mechanism and estimated tax withholdings.

## **ARTICLE 6 – PROVIDER HOTLINE**

The Office of Child Care (OCC) shall establish an email procedure to answer questions of a non-emergent nature. All emails from providers will be responded to within two (2) business days. A designated email address will be available to assist providers with issues.

For emergencies, there will be, within 60 days of the effective date of this agreement, a designated telephone OCC hotline for family child care providers. This phone line will be available for providers and staffed by individual(s) who speak both English and Spanish or the State will utilize an appropriate interpretation service and answered between the hours of 1:00pm and 2:30pm (the typical naptime for children in care) Monday through Friday, exclusive of holidays.

The purpose of the “Provider Hotline” is to ensure that the State can improve communication between and among its departments and family child care providers, as well as to share information, provided there is proper authorization for a release of information, and resolve provider problems that impact providers’ participation in the provision of care to CCAP children, including but not limited to:

- (1) the status of a pending CCAP child that a provider has enrolled or is considering enrolling, including information about what documents may be missing from a pending families’ CCAP application so that the provider can assist the family in completing the application process;
- (2) the status of the provider’s approval to participate in CCAP;
- (3) the status of any pending or disputed reimbursement payments from CCAP; and
- (4) any specific questions about licensing regulations or compliance with CCAP rules.

When a voicemail is left by a provider, it will be returned within two (2) business days, excluding weekends or holidays (i.e. a voicemail message left on Friday at 4pm must be returned by Tuesday at 4pm).

If the staff answering the hotline or returning provider calls or emails does not know the answer to a specific question of an emergent nature or is unable to resolve a particular problem of an emergency nature in the moment, he or she will inform the provider of such and then attempt to get a response to the provider within one (1) business day.

DHS shall provide information to the Communications Committee regarding the types of calls and emails that display trends.

## **ARTICLE 7 - GRIEVANCE/DISPUTE RESOLUTION PROCEDURE**

### **Dispute Resolution Philosophy**

DHS and the Union commit to address and resolve issues in a fair and responsible manner at the lowest possible level. Our relationship depends on mutual respect and trust based on our ability to recognize and resolve disagreements rather than avoiding them. Prior to filing a grievance for dispute resolution, the Union and DHS will attempt wherever possible to resolve problems informally and not to resort to the formal dispute resolution procedure. Providers are encouraged to use the provider hotline to resolve any issues that they can before proceeding to any of the below steps of the dispute resolution procedure.

### **7.1 – General Provisions**

#### **A. Grievance Definition**

For purposes of this agreement, a grievance shall mean any difference or dispute between the DHS Office of Child Care and the Union, or between DHS and a provider with respect to the interpretation,

application, or violation of any of the provisions of this agreement, as is normally defined in labor contracts as wages and working conditions. A grievance shall be presented by the aggrieved bargaining unit member and/or by the Union.

Administrative actions by the state such as revocation of licensure or DHS CCAP approval and other actions not covered by the Collective Bargaining Agreement, are not within the definition of a grievance under this dispute resolution process and are not considered eligible for resolution under this dispute resolution process unless such action violates a specific provision of this agreement. The sole process for resolution of administrative actions by the state under the state's regulatory authority governing family child care programs is through the administrative hearing and appeals process. Normal administrative appeals, as contained in DHS and OHHS regulations shall be handled through the administrative appeals process under R.I.G.L. section 42-35 et al.

#### B. Computation of Time

Days are considered to be calendar days unless otherwise noted. When the last day in a timeline falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances and responses will be in writing and timelines will apply to the date of receipt (or confirmed electronic transmission).

#### C. Failure to Meet Timelines

Failure by the Union to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by the State to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.

#### D. Bypass, Consolidation, Resolution

Any of the steps in this procedure may be bypassed with mutual written consent of the parties involved at the time the bypass is sought. DHS and the Union may consolidate grievances arising out of the same set of facts, with mutual written consent of the parties. If DHS provides the requested remedy or a mutually agreed upon alternative, the grievance will be considered resolved and will not be moved to the next step. A grievance effecting multiple providers may initially be presented at Step 2.

### **7.2 – Dispute Resolution Procedure**

#### A. Informal Resolution (Step 1)

In an attempt to resolve any issue, the provider and/or Union delegate or representative should confer with the DHS' designated representative prior to filing a written grievance. DHS will have 10 (ten) days to either resolve the problem or, if unresolved, provide a written response to the issue to the provider and the Union unless this timeline for a response is extended by mutual agreement of the parties.

#### B. Written Grievance (Step 2) – DHS Office of Child Care / Child Care Administrator

If the grievance is not resolved at Step 1, the provider and/or Union representative may submit the written grievance to the Child Care Program Administrator. If the provider attempted to resolve a payment issue through the provider hotline and/or the informal resolution process and received a supplemental payment which did not resolve the issue, the provider will have 10 (ten) calendar days after he/she receives the supplemental payment to file a grievance at Step 2.

Written grievances may be submitted in person, by U.S. mail, by fax, email or other electronic means, and shall be directed to the CCAP program administrator.

The CCAP program administrator shall schedule and hold a conference call or in-person meeting with the provider and his/her Union representative within 10 calendar days of receipt of the written grievance in order to discuss and resolve the grievance unless this timeline is extended by mutual agreement of the parties. Subsequent to this meeting, if the grievance should remain unresolved, the CCAP Program Administrator will provide a written response to the grievance within 20 (twenty) calendar days from the date of the conference call or meeting. If the response does not resolve the grievance, the Union may, within 10 (ten) calendar days of receipt of the written response, proceed to Step 3.

#### C. Written Grievance (Step 3) – Department of Human Services Director

If the grievance is not resolved at Step 2, the provider and/or Union representative may submit the written grievance to the Director of the Department of Human Services at Step 3.

The Director shall schedule and hold a conference call or in-person meeting with the provider and his/her Union representative within ten (10) calendar days of receipt of the written grievance in order to discuss and resolve the grievance. Subsequent to this meeting, if the grievance should remain unresolved, the Director will provide a written response to the grievance within twenty (20) calendar days from the date of the conference call or meeting. If the response does not resolve the grievance, the Union may, within fifteen (15) calendar days of receipt of the written response, proceed to Step 3.5 or 4.

#### D. Optional Mediation (Step 3.5)

As an alternative prior to final and binding arbitration in Step 4, if the matter is not resolved in Step 2 or 3, the parties may choose by mutual agreement to submit the matter to mediation in order to resolve the issue. The party requesting mediation of the dispute must notify the other party no later than 10 (ten) calendar days of receipt by the Union of DHS' written response in Step 3. The party receiving the request for mediation must notify the other party within 10 (ten) calendar days of receipt of the request whether or not it agrees to mediation of the dispute. If the party receiving the request does not agree to mediation of the dispute, the Union may, within 10 (ten) calendar days of the notification of the decision not to mediate, proceed to Step 4, Arbitration.

If the parties agree to mediation, they shall select a neutral mediator. Both parties shall submit a statement of their position on the issue. The mediator may also bring the parties together in person to

attempt to resolve the issue. The parties shall each pay one-half (1/2) the costs or fees, if any, of the neutral mediator. Each party shall be responsible for its own costs, including the costs of representation, advocacy and the costs of that party's appointed representatives.

If the issue is successfully resolved by mediation, the decision shall be binding on all parties, and shall, unless specifically agreed otherwise, form a precedent for similar issues. If the issue is not successfully resolved through mediation, the Union may, within 10 (ten) calendar days of receipt of a written declaration of impasse or rejection of a settlement offer from either party, proceed to Step 4, Arbitration.

#### E. Arbitration (Step 4)

If the grievance is not resolved at Step 3 or 3.5 (if the parties participate in Step 3.5), the Union may, within the time frames noted above, file a request for arbitration to DHS. The parties shall select an arbitrator by mutual agreement or, upon failure to agree upon an arbitrator, the Union shall, within 20 (twenty) calendar days of the request for arbitration, request a list of seven (7) arbitrators from a tribunal such as the American Arbitration Association or Labor Relations Connection. The parties shall select an arbitrator by alternately striking names from the list of seven (7) arbitrators. A coin toss shall determine which party shall first strike a name.

The Arbitrator shall have no power to add to, subtract from, or change any of the terms or provisions of this Agreement. The Arbitrator shall be limited in his or her decision to the grievance issue(s) unless the parties agree to a modification. The award of the Arbitrator shall be final and binding upon both parties.

The parties shall each pay one half (1/2) the costs of the Arbitration, including the fees of the Arbitrator and any costs of the proceeding itself.

However, each party shall bear the cost of their own representation, advocacy and witnesses. If the arbitration is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.

### **ARTICLE 8 – COMMUNICATIONS COMMITTEE**

For the purpose of maintaining communications between the State and the Union in order to cooperatively discuss matters of mutual concern, the parties shall meet at least once every six months, or more often as needed and within a reasonable timeframe as agreed to by both parties.

The Communications Committee meetings shall be scheduled at a time and place that is mutually agreeable to the parties and to facilitate the participation of the Union delegates as the appointees to the Committee.



In addition to addressing matters of concern, the Committee may invite content area specialists from the relevant State offices or related non-governmental agencies to participate in the discussion when appropriate.

As necessary, the Committee will also discuss and review the progress being made in implementing the Articles and Sections of the Collective Bargaining Agreement requiring phase-in periods or further follow-up.

## **ARTICLE 9 - GENERAL PROVISIONS**

### **9.1 – Provider Income/Reimbursement Verification**

Upon the request of a provider (or any other agency with the written authorization of the provider), DHS shall provide written verification of CCAP payments made to the provider within the previous twelve (12) months and DOA shall provide 1099 forms for the previous five (5) years.

Providers shall have the right to be reimbursed using their business name and/or federal IRS Employer Identification Number (EIN), or under their actual name and/or Social Security Number (SSN), whichever they prefer.

### **9.2 – Labor Peace**

During the term of this Agreement, neither the Union, the child care providers, nor their representatives shall directly or indirectly engage in, authorize, assist, encourage, sanction or support any strike or collective cessation of services delivered by the child care providers covered by this agreement; nor shall DHS take such action as to withhold work from the child care providers or collectively preclude them from delivering and being reimbursed for providing CCAP care.

### **9.3 – Provider Documents**

A child care provider may examine his or her own documents in the possession or control of DHS. Review of the documents will be in the presence of a State representative during business hours, unless otherwise arranged. With the provider's written authorization, the Union shall also be permitted access to such provider documents in the same manner.

The provider and/or the Union may not remove any contents; however, if a provider encounters any information in the document objectionable, he or she may contact a child care administrator for a review, explanation, or correction, if necessary, or be permitted to provide a written rebuttal to any information in the documents that he or she considers objectionable, which shall thereafter be included in the provider's file.

A provider may request a copy of his or her documents and will receive them within fifteen (15) calendar days of DHS receiving a written request, either electronically or in paper format, whichever the provider prefers. Paper copies shall be provided at a cost in accordance with RIGL section 38-2-4. If providers have questions about any of the information that has been provided, they can contact a child care administrator for a review, explanation and correction, if necessary. In accordance with Article 3 of this Agreement, nothing in this Section shall be interpreted to mean that providers or the Union have access to parent documents, unless insofar as a parent has authorized such.

If none of the above is resolved by the child care administrator, a provider may pursue a remedy in accordance with Article 7 of this Collective Bargaining Agreement.

#### **9.4 – Language Accessibility**

DHS shall publish all provider documents in English, Spanish, and any other language as required by the Office of Civil Rights. DHS shall ensure that staff utilize the available interpretation services as needed, or upon the request of any provider. DHS shall require its vendors/designees who contract to deliver services to providers to follow the provisions of this section.

The final Collective Bargaining Agreement will be in English with a mutually-agreed upon Spanish translation, and/or any other language as required by the Office of Civil Rights. In the event of any dispute or conflict over the meaning of any section of this entire agreement, the English document shall prevail.

#### **9.5 – Past Practice**

Except as otherwise expressly provided herein, and subject to the provisions of RI General Laws Chapter 28-9-27, all privileges and benefits which providers have hitherto enjoyed shall be maintained and continued by the State during the term of this Agreement.

#### **9.6 – Future Bargaining**

During the negotiations that resulted in this Agreement, the parties had 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 participate in any additional collective bargaining except as may be required by this Agreement or pursuant to Chapter 40-6.6-1 et al. of the Rhode Island General Laws, the Rhode Island Quality Family Child Care Act of 2013.

#### **9.7 – Subject to Legislative Approval**

Both parties agree that any terms of this agreement which meet the criteria described in RIGL 40-6.6-7 are subject to the terms of that section.

## **9.8 – Severability**

In the event that any Article, section or portion of this agreement, or any arbitrator's decision rendered under the terms of the agreement, is found to be invalid or contrary to law by a decision of a tribunal of competent jurisdiction, or shall have the effect of loss to the State of funds made available through Federal law, then such specific arbitrator's decision, Article, section or portion specified in such tribunal decision or so in conflict or having such effect shall be of no force and effect, but the remainder of this agreement shall continue in full force and effect.

In such an event, either party shall have the right immediately to reopen negotiations per the terms of RIGL 40-6.6 solely with respect to a substitute for such Article, section or portion rendered or declared unlawful, invalid or unenforceable. The parties agree to use their best effort to contest any such loss of Federal funds which may be threatened.

## **9.9 – Gender-Specific Pronouns**

Gender-specific pronouns used anywhere in this agreement shall be interpreted as to be universal (i.e. non-gender-specific).

# **ARTICLE 10 – TO IMPROVE HOME VISITING & COMMUNICATION PRACTICES**

## **10.1 – Identification of Home Visitors**

All representatives of the State (or agencies/vendors who contract with the State) who interact with providers must properly identify themselves when calling or visiting family child care providers, and must provide a business card that includes their name, title, phone number, email, and agency which the family child care provider can retain for her records.

## **10.2 – Visits Requiring Advanced Notice**

For DHS visits other than those for FRED/Fraud visits related to the provider and not the provider's clients, family child care providers have the right to schedule an appointment with the DHS employee at a time that is convenient to the operation of her family child care home and does not interrupt the children's learning environment.

All such DHS employees shall call ahead to make appointments to be held at a mutually agreeable time within two business days. Providers shall be informed of the general reason for the visit in advance, and shall abide by the confidentiality of DHS and shall not disclose to CCAP families the reasons for the DHS visit.

The above provision applies unless provisions of the federal law require DHS to conduct unscheduled visits.

### **10.3 – Feedback on Home Visitation**

All provider concerns or feedback regarding interactions with DHS employees or DHS vendors can be addressed by email, in writing, or by using a “Feedback Form” to be used for constructive feedback to DHS, with the goal of improving communication between family child care providers and representatives of DHS or its vendors.

Blank forms shall be made available in all DHS offices, included in provider orientation packets, and available on the State’s website. Completed forms shall be delivered to the Administrator of Family and Children’s Services or to the Associate Director of Community Services.

These forms shall not be used as the sole basis for any disciplinary action against any employee of the DHS or its vendors, nor shall any family child care provider be retaliated against for any feedback which they provide.

### **10.4 – Union and Providers Rights Not Limited**

This Article in no way limits the rights of the Union or bargaining unit members to communicate about issues, provide feedback or offer suggestions to other state departments, agencies, or vendors.

## **ARTICLE 11 - FAMILY CHILD CARE NETWORK PILOT**

The State agrees that the Providers and the Union are able to evaluate, develop, and pilot family child care provider network(s). The State and the Union will work collaboratively to set up the minimum standards that a family child care network must meet, including but not limited to: accountability and transparency of payment procedures, compensation that supports high quality, diversity and inclusion, and provider voice and governance.

## **ARTICLE 12 – BULK PURCHASING**

The State and the Union shall meet to plan a bulk purchasing program to be initiated within six (6) months of the effective date of this agreement to realize economies of scale and help providers in the delivery of quality care and early learning.

The communications committee shall meet as necessary to complete a framework to accomplish these goals, and all efforts will be made to ensure purchasing practices that benefit the Rhode Island economy (e.g., – working with local farmers via FarmFreshRI to develop a program to bring more locally-grown vegetables to family child care homes) and help to contain costs.

Providers shall be encouraged to submit ideas on what items, goods, and services might be obtained via bulk purchasing agreements. These could include but are not limited to:

- Age-appropriate children's furniture, playground equipment, etc.
- Books, toys, puzzles, and other educational supplies
- A disability insurance program
- Tax preparation services
- Home inspection/maintenance services
- Discounts for internet connectivity

The Union (or its designee) will execute and manage the bulk purchasing program in accordance with the framework established by the committee (which may be modified by mutual agreement). The State will provide advice which may include (if feasible) regular voluntary deductions from CCAP reimbursements to pay for services that are billed on a periodic basis if such regular voluntary deductions are agreed to by the parties in the context of the collective bargaining process through a mutually acceptable mechanism, such as the utilization of a fiscal intermediary to facilitate such regular voluntary deductions.

### **ARTICLE 13 –TECHNOLOGY AND ELECTRONIC BILLING**

Within 12 months of the effective date of this collective bargaining agreement, all CCAP family child care providers who have provided at least 6 months of CCAP care within the past 12 months, and who do not currently own a home business computer (desktop, laptop, or tablet) shall be eligible for a one-time per provider technology award of a home computing device (desktop, laptop, or tablet), to be selected and purchased by the State with input from the Union.

The intended purpose of this one time per provider technology award is to facilitate providers' use of the state's online program administration resources for registration, billing, and fulfilling all related administrative filings; to communicate with the state using the provider email hotline; to participate in online training, professional development, and educational opportunities; as well as to access online resources for curriculum development, record keeping, business processes and other business and quality improvements.

The computing device shall become the sole property of the provider upon its award and the provider shall be responsible for all maintenance, upkeep, repair and lawful use of the device, unless due to a system-wide software/hardware malfunction, manufacturing defect, product recall, and/or any other issue covered by a product warranty. All family child care providers shall be required to comply with any new technology requirements set forth in state regulations, regardless of the receipt or non-receipt of the technology award.

The one time technology award program will include the following requirements for technology award recipients separate and apart from any regulatory requirements for the use of technology in program administration:

1. The State will offer use-of-technology classes at times and places convenient to providers which will be mandatory for all technology device award recipients in order for the providers to use the equipment effectively for the purposes stated in this section;
2. The provider must establish an account with DHS, including log in and regular use of the technology device as the primary means for communication and the completion of administrative requirements with DHS;
3. The provider will establish and provide DHS with an email address and expect to receive information via email from DHS on a regular basis; and
4. Web-based enrollment of CCAP children will be mandatory for technology device recipients, unless said device becomes unavailable.

The parties also mutually agree to further explore the potential for enrollment of family child care providers under the federally funded E-Rate program for access to reduced cost or no cost access to the internet such as that made available to public schools and public libraries through this federal program. If by January 1, 2016 the E-Rate program is not yet available to family child care providers, the parties will meet to negotiate a mutually-acceptable alternative to be established no later than July 1, 2016.

## **ARTICLE 14 – CONTINUOUS QUALITY IMPROVEMENT, TRAINING, EDUCATION & PROFESSIONAL DEVELOPMENT**

### **14.1 – Quality Improvement Supports and Incentives**

In order to ensure an adequate statewide supply of CCAP-approved family child care options for eligible parents and continue joint efforts to promote quality early learning, participation in QRIS/Bright Stars shall be incentivized, promoted, and supported via ongoing joint efforts of the State and the Union, which include but are not limited to the remainder of this Article and the Rates of Reimbursement Article.

Additionally, as of the effective date of this agreement, any DHS license-exempt provider who obtains a DCYF license shall receive a one-time bonus payment of \$500.

### **14.2 – Technical Assistance & Mentorship**

The State or its designee shall ensure that adequate technical assistance is offered in both English and Spanish to all providers who seek to pursue DCYF licensing, participate and advance in BrightStars, or apply for a Quality Improvement Grant. Such technical assistance and mentorship shall include but not be limited to individual support and group settings.

### **14.3 – College-Credit Courses in English and Spanish**

The parties agree to make good faith efforts to ensure that the professional development needs of family child care providers are met, including expanding access to college-credit bearing courses in English and Spanish.

#### **14.4 – Family Child Care Training & Supports Benefit Fund**

To enhance the services delivered by providers pursuant to CCAP, support providers' pursuit of their professional development goals, and ensure that the unique needs of the family child care provider workforce are being met, DHS and the Union shall establish a jointly administered Family Child Care Training & Supports Benefit Fund within 60 days of the effective date of this agreement, along the following lines:

- a) FY 2016, the State agrees to allocate \$250,000 into a training & support fund to be jointly administered by DHS and the Union, which may contract with vendors, agencies, colleges, instructors or provider peer mentors to offer family child care related trainings and support for trainings in order to fill needs not currently set by the current training contract.
- b) This funding shall be in addition to, rather than replace, existing State spending on training, professional development, and/or quality improvement initiatives. Any unused funds shall carry over from year to year. Nothing in this agreement prohibits the State from allocating more resources to training and professional development for family child care providers.
- c) The Union and DHS shall establish a Committee to oversee the training and support expenditures. The Committee shall adopt a budget for training and no expenditures shall be made except in accordance with the budget. The Committee may modify the budget as necessary after its adoption.
- d) The Committee shall file quarterly reports with the Department of Administration detailing expenditures from the fund, subject auditing and accountability standards.
- e) The Committee shall meet in order to identify trainings and supports that are needed in order to expand upon and support the existing training and professional development infrastructure in Rhode Island and ensure that family child care providers' needs are met. The committee shall focus on developing new training initiatives and supports that are not currently offered in the state or for which there is not sufficient support (examples could include early childhood education college courses in Spanish, GED and/or ESL, competency-based credits, computer training, training for family child care assistants, organizing a one-day conference for family child care providers, etc.).

#### **14.5 – Centralized Training & Professional Development Calendar**

The State or its designee shall ensure that all training and professional development opportunities that are offered to providers are publicized – at a minimum – via a centralized training calendar published on

the State's Professional Development website and an email list. A provider may also obtain information on upcoming trainings by calling the provider hotline established in Article 6.

## **ARTICLE 15 – TIME OFF**

### **15.1 – Vacations & Closures**

When a CCAP child is enrolled with a licensed provider, DHS shall make payment for up to two (2) weeks of CCAP authorized child care services per calendar year during which an eligible child is absent and the parent authorizes payment. This existing policy shall include such periods when the provider closes her program if she is able to coordinate her vacation with parents, provided that the following conditions are met:

- Providers must coordinate their vacation/closure dates with their CCAP families and provide at least 45 days notice to CCAP parents of their intent to close for a week or more. Providers must also notify DCYF of their vacation/closure dates according to the proper procedure, and inform DHS of their intent to use their vacation.
- CCAP parents must authorize payment to the provider during this vacation/closure and the child's absence from the program. Documentation of parent authorization must be provided when the provider submits for payment. The State shall provide a form for this purpose.
- A provider shall not be reimbursed during her vacation/closure for any CCAP child who enrolls in and attends another program which receives CCAP reimbursement for care during the hours the child is normally enrolled with the provider.
- No payment shall be made for periods of CCAP authorized services when the eligible child is not in attendance once the two (2) week limit has been reached, without the prior approval of department.

This Article does not limit the rights of providers to close for periods during which they are not seeking CCAP reimbursement.

### **15.2 – Holidays, Professional Development Days, and Other Provider Closure Days**

It is mutually-agreed that the payment policy outlined in Subsection E of DHS CCAP Regulation 0850.04.01 "CCAP Attendance" shall apply and licensed providers shall be reimbursed on days for which they are closed for holidays, professional development days, or other closures, as long as a CCAP child attends for some portion of their authorized CCAP enrollment during that week (with the exception of the two (2) week allowed absence described in both the DHS CCAP regulations and in Section A above, for which the provider will be reimbursed for the entire time as long as the requirements are satisfied).



### 15.3 – Substitute/On-Call Pool

The parties shall convene a joint committee charged with establishing a substitute pool of qualified, DCYF-licensed family child care providers and a protocol by which providers may access the services of the approved on-call substitutes, as well as a protocol by which providers may register to be placed into the on-call pool when they lack enrollment.

The joint committee shall make a recommendation on how to establish, manage, oversee, fund, and set rates for the substitute/on-call pool before January 1, 2016, and the substitute/on-call pool shall pilot operation on or before January 1, 2017. The committee shall ensure that the substitute pool operates in conformance with all relevant DCYF regulations.

## **ARTICLE 16 – RATES OF REIMBURSEMENT**

### 16.1 – Rates of Reimbursement

Subject to legislative approval as part the State budgets for FY16 and FY17 the rates of reimbursement shall be revised as follows:

- A. Effective July 1, 2015, a three percent (3%) increase to the base rate for family child care providers (applied to the rate resulting from the \$10 increase referenced in letter B for infant/toddler care);
- B. Effective July 1, 2015, a weekly increase of \$10 per infant/toddler per family child care provider;
- C. Effective July 1, 2016, increases for family child care providers as follows.

Step 1	Step 2	Step 3	Step 4
All providers	Providers who have a high school diploma, GED, or ten (10) or more years of related experience who enroll in an adult education program to pursue a GED or HS diploma*	Providers who have obtained a Child Development Associates (CDA) Credential or who have completed at least three (3) college credits**	Providers who have completed the RI Early Childhood Education & Training Program or who have an Associate's Degree or greater**
1%	+ 1% (i.e. 2% total)	+ 1% (i.e. 3% total)	+ 1% (i.e. 4% total)

\*In order to be eligible for the Step 2 increase, a provider pursuing her GED or high school diploma must document her enrollment in related adult education programming with the stated intent to complete the program within four (4) years.

\*\*Credits earned or degree obtained must be in child development, early childhood education, or in a related field as determined by the DHS Office of Child Care Program Administrator. General coursework required for a degree in any of the related fields shall also be eligible for this step. Completion of college coursework or degrees for Steps 3 & 4 must be recorded on a

transcript from an accredited institution of higher learning, or via an articulation agreement with such an accredited institution. Any disputes arising under this paragraph shall begin at Step 2 of the Dispute Resolution Procedure outlined in Article 7.

- D. After July 1, 2016, any family child care provider who newly-qualifies for a higher step based on educational achievement shall provide notice and documentation to the DHS Office of Child Care, who will adjust the provider's pay rate accordingly within 60 days – retroactive to the pay period immediately following the provider's submission of supporting documentation.
- E. Effective July 1, 2016, additional funds in the amount of \$250,000 will be designated to fund a quality incentive pool for family child care providers. The additional funds in the quality incentive pool will be provided to family child care providers in a tiered manner, with the method of funding the tiers from the quality incentive pool to be agreed by the parties through the collective bargaining process no later than November 30, 2015, unless the parties mutually agree to extend this timeline within which to conclude negotiations on the tiered quality incentive payment.
- F. The parties agree to conduct a joint analysis of the issue of non-standard work hours (evening, night, and weekend care) as well as extended work hours by family child care providers. The analysis shall include but not be limited to a detailed review of the amount of CCAP care that is occurring in non-standard hours and the care setting, as well as the projected need for these services based on state economic trends and CCAP utilization data. The analysis shall also explore if different compensation strategies or methodologies are needed in order to ensure an adequate number of non-standard hours child care slots.

## **16.2 – Registration Fees**

The State shall provide an annual registration fee equivalent to the amount of the registration fee charged to private pay families, not to exceed fifty dollars (\$50.00) per child, for licensed providers who have a written policy to charge all families a registration fee. Such registration fee will be paid no more than once each year for each enrolled child.

## **ARTICLE 17 – OTHER BENEFITS**

### **17.1 – Access to Affordable Health Care**

In order to attract and retain qualified family child care providers, encourage their participation in the child care assistance program, and ensure that providers can care for themselves, the parties mutually acknowledge the importance of affordable, quality health insurance to the family child care workforce. To such end, the parties agree to seek joint meetings with representatives of HealthSourceRI with the goal of establishing a Memorandum of Understanding that would help:

- Promote and maintain affordable options for health care via HealthSourceRI in order to ensure a healthy and productive workforce and safeguard the health and safety of children in care
- Facilitate the application and recertification process for family child care providers using HealthSourceRI
- Create tools to better measure plan utilization by bargaining unit members
- Improve stability and prevent gaps in coverage given the variations in child enrollments and providers' income levels

Providers who do not have health insurance shall be encouraged to apply to RI's health insurance exchange. At CCAP provider orientations, DHS will seek to have a navigator/enrollment specialist from HealthSourceRI on hand to provide information and encourage providers to obtain health insurance.

In the event that changes occur to the Affordable Care Act or to the operation of HealthSourceRI due to the actions of any court, legislative body, or executive during the life of this agreement that significantly impact family child care providers' ability to access affordable health insurance, the Union and DHS shall immediately work to develop a mutually-agreeable alternative pathway for CCAP providers to access affordable health insurance, subject to the provisions of RIGL 40-6.6-7.

## **17.2 – Federal Food Program Expansion**

Upon execution of this agreement, DHS shall make all reasonable efforts to establish access to the US Department of Agriculture (USDA) Child and Adult Care Food Program (CACFP) for license-exempt providers who have been approved for payments from CCAP when they care for children in the provider's residence.

# **ARTICLE 18 - STATE ADMINISTRATION RIGHTS**

## **18.1 – Rights residing with the State**

Unless provided otherwise in this Agreement, the State reserves exclusively all the inherent rights and authority to manage and operate its programs. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the State and the State has the right to decide and implement its decisions regarding such rights without negotiating about the decision and/or effects of those decisions, unless such decisions are mandatory subjects of bargaining as defined in RIGL 40-6.6-4. Examples of the rights reserved solely to the State, its agents and officials include, but are not limited to, the right:

- A. To operate so as to carry out the statutory mandate of the State;
- B. To establish the state's missions, programs, objectives, activities and priorities within the statutory mandates;

- C. To plan, direct and control the use of resources, including all aspects of the budget, in order to achieve the State's missions, programs, objectives, activities and priorities; however, this paragraph shall not be interpreted to limit the union's right to advocate for budget allocations that may be different from what the State may propose;
- D. To manage, direct and control all of the State's activities to deliver programs and services;
- E. To develop, modify and administer policies, procedures, rules and regulations and determine the methods and means by which operations are to be carried out;
- F. To establish qualifications of providers and reasonable standards of accountability except as otherwise limited by the agreement;
- G. To make and execute contracts and all other instruments necessary or convenient for the performance of the State's duties or exercise of the State's powers, including contracts with public and private agencies, organizations, corporations or individuals, and to pay them for services rendered or furnished;
- H. To determine the management organization, including recruitment, selection, retention and promotion to positions not otherwise covered by this agreement;
- I. To extend, limit or contract out any or all services and/or programs regarding the child care assistance program, and related early childhood quality initiatives, so long as such actions do not violate this agreement;
- J. To take whatever actions the State deems necessary to carry out services in an emergency. The State shall be the sole determiner as to the existence of an emergency in keeping with a reasonable and prudent standard;
- K. To modify any and all operations and work requirements in order to more efficiently and effectively provide services as a result of any existing and/or new laws, rules and regulatory provisions of State and/or federal origin which may in any way affect the State's ability to provide services;
- L. To determine the method, technological means and numbers and kinds of personnel by which operations are undertaken; and
- M. To maintain and promote the efficiency of public operations entrusted to the State.

## **18.2 – Non-Inclusive**

The above enumerations of State rights are not inclusive and do not exclude other State rights not specified and to the extent not otherwise expressly limited by this agreement. The exercise or non-

exercise of rights retained by the State shall not be construed to mean that any right of the State is waived. However the State shall not exercise any of its rights in an arbitrary or capricious manner.

### **18.3 – Grievable Action**

No action taken by the State with respect to a management right shall be subject to a grievance or arbitration procedure or collateral action/suit, unless the exercise thereof violates an express written provision of this agreement or is a mandatory subject of bargaining as defined in RIGL 40-6.6-4.

### **18.4 – Fulfillment of Statutory Obligation**

As provided under state law, this agreement expressly reserves the right of the Rhode Island State legislature to approve or not approve the funds necessary to implement the compensation and benefits provision of this agreement. In addition, this agreement expressly reserves the legislature's right to make programmatic modifications to the delivery of State services through child care subsidy programs, including standards of eligibility of parents, legal guardians, and Family Child Care Providers participating in child care subsidy programs, and the nature of services provided.

### **18.5 – Duty to Bargain**

Provided however, nothing in this article or nothing contained in this Agreement shall be construed to as to diminish the obligation of the parties to discuss and/or negotiate over those subjects appropriate under the law to the extent that the State has lawful control over those subjects. This specifically includes but is not limited to economic compensation; such as the manner and rate of subsidy and reimbursement, including tiered reimbursements; payment procedures; health and welfare benefits; professional development and training; improving the recruitment and retention of qualified CCAP family child care providers; and other economic matters.

## **ARTICLE 19 – TERM OF AGREEMENT**

This Agreement shall be in full force and effect for the period commencing July 1, 2015 and ending June 30, 2017. The State and the Union agree to jointly enter into discussions relative to a renewal of this agreement no later than ninety (90) days preceding the termination date of this Agreement.

IN WITNESS WHEREOF, the parties hereto by their duly authorized officers and/or agents have executed this Agreement on the day and year first above written.

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For the State

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Date

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For the Union

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Date

## **APPENDIX – AUTHORIZATION TO OBTAIN CONFIDENTIAL INFORMATION**

Client's Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Client's Address: \_\_\_\_\_

Client Phone: \_\_\_\_\_ CCAP Certificate # \_\_\_\_\_

I authorize The Rhode Island Department of Human Services to release any and all information contained in records pertaining to my Child Care Assistance Program (CCAP) application, and to discuss any and all information pertaining to the status of my application and eligibility, including identifying missing documents or information, with:

Provider Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Provider Address: \_\_\_\_\_

Provider Phone: \_\_\_\_\_ ☐ The information may also be released to representatives of the provider's union.

This information can be released via: *(check all that apply)*

☐ Fax ☐ Email/Web ☐ Telephone ☐ Direct contact

I understand that my records are processed under RI General Law and **cannot be disclosed without my written consent except as otherwise specifically provided by law.**

I release the Rhode Island Department of Human Services (DHS) and its employees from any liability arising from the release of this information to the above party, provided that said release of information is done substantially in accordance with applicable law. This consent will have a duration of no longer than one (1) year from the date of this form. I understand that I may withdraw my consent in writing to the Department at any time except to the extent that action has been taken in reliance on it.

I understand that authorizing the disclosure of this information is voluntary. I can refuse to sign the authorization. I need not sign this form in order to receive services from DHS or from my child care provider. I understand that I may inspect or obtain information to be used or disclosed. I understand that any disclosure of information carries with it a potential for an unauthorized redisclosure and the information may not be protected by confidentiality rules.

**I have read and understand the above statements and do herein voluntarily consent to disclosure of the above information to those persons named above.**

\_\_\_\_\_  
Signature of Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date