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PREAMBLE

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

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

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

The parties enter into this agreement acknowledging the following:

- The MHBCCC and CCPTM share a common mission to ensure that every Michigan family has access to quality child care in order to improve outcomes for all Michigan children.
- Access to quality child care is essential for families transitioning from welfare to work as well as for those low and moderate income families striving to achieve and maintain self-sufficiency.
- Providers, the MHBCCC, CCPTM, the State and Michigan families have a shared interest in making child care a quality job and a respected profession.
- The parties agree to work together as partners to serve the needs of working families and to meet the highest standards in such service.
ARTICLE 1 - PURPOSE AND INTENT

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.
ARTICLE 2 - DEFINITION OF TERMS

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

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

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

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

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

e) "Union" means 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.

f) "Interlocal Agreement" or "ILA" refers to the agreement between the Department of Human Services, a principal department of the State of Michigan,
and Mott Community College, a Michigan public body corporate established under the Community College Act, 1966 PA 331, MCL 389.1 to 389.195 creating the Michigan Home Based Child Care Council.
ARTICLE 3 - RECOGNITION

Section 1. Union Recognition

The Council hereby recognizes Child Care Providers Together Michigan, CCPTM, as the sole and exclusive bargaining representative of the Providers as recognized by this Agreement and as certified by the Michigan Employment Relations Commission in MERC case number R 061-106.

Section 2. Integrity of the Bargaining Unit

The Council recognizes the integrity of the bargaining unit and will not take any action intended to erode it. No action taken by a Parent shall be considered erosion of the bargaining unit.
ARTICLE 4 – UNION RIGHTS

Section 1. Union Exclusivity

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

Section 2. Union Activity

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

Section 3. Union Representatives

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

Section 4. Neutrality

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

Section 5. Lists

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

A list of all Providers who were paid by DHS in the previous calendar month. The list will include for each Provider: First, Middle and Last Name, Federal Employer Identification Number (FEIN), Birth date, Provider Type, Identification Number, License Number (if applicable), Street Address, City, Zip Code, County, Phone Number(s), Enrollment Begin Date, Pay Period Start Date, Pay Period
End Date, Hours Paid, Number of Children Paid For, Amount Paid. The list will also include whether or not the Provider is a member of the Union and the type and amount of Dues, Initiation Fees, V-CAP, or Service Fees deducted from the Provider's payment.

Section 6. Bulletin Boards

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

Section 7. Notices

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

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

Section 8. Policy Changes

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

Section 9. Provision of Union Information to New Providers

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

Section 10. Dues and Fees Deductions

All Providers shall be required to either become a member of the Union or to pay a Service Fee not to exceed the amount of dues required of other members as a condition of maintaining Provider status. Deductions of Union dues shall begin no later than thirty (30) days from the first date for which a provider received subsidized payment.
A Provider who avails him/herself of the opportunity to voluntarily terminate membership in the Union shall tender to the Union a representation service fee in an amount not to exceed the regular dues uniformly assessed all members of the Union. Such obligations shall be fulfilled by the Provider signing, dating, and submitting to the Council the "Authorization for Deduction of Representation Service Fee" form.

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

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

No dues will be deducted until the technical capability has been secured to allow for the deduction of dues. Such changes shall be completed as expeditiously as possible, but no later than three (3) months from the date of ratification unless mutually agreed upon by the parties. The Union will not assert that the Council has violated the Agreement based on the technical inability to secure dues deductions.
ARTICLE 5 – MANAGEMENT RIGHTS

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

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

All rights not specifically granted in this Agreement are reserved with the Council, which has the right to decide and implement its decisions regarding such governance rights.
ARTICLE 6 – NON-DISCRIMINATION

The Council shall not discriminate against any Provider on the basis of race, sex, sexual orientation, creed, religion, color, height, weight, marital or parental status, age, national origin, political affiliation and/or beliefs, disability, union affiliation or union activity.
ARTICLE 7 – DIGNITY AND RESPECT

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.
ARTICLE 8 – PARENT RIGHTS

Section 1. Parent Rights

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

Section 2. Information Regarding Parents

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

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

Determination of the information permitted to be provided to the Union shall be an appropriate subject for Reform and Quality Committee meetings.
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.
ARTICLE 10 – GRIEVANCE PROCEDURE

Section 1. Definition

A. A grievance shall mean a dispute regarding the meaning or implementation of the provisions of this Agreement, DHS policy, or state or federal law brought by the Union or a Provider or the termination of a Provider by the Department for just cause. Actions taken by parents concerning termination of services of a Provider shall not be subject to the grievance procedure.

B. Grievances may be processed by the Union on behalf of itself, a Provider, or a group of Providers. Grievances may be filed by fax, machine, U.S. Mail, electronic mail, or in person. A Provider(s) is entitled to Union representation at each and every step of the grievance procedure and shall be made aware of that right by the Council representative conducting such step and the Union shall have the right to have the grievant or grievants present at any step of the grievance procedure, if a meeting is held, and at arbitration. The resolution of a grievance filed on behalf of a group of Providers shall be made applicable to the appropriate Providers within that group.

C. Both the Union and the Council will work to resolve problems as quickly as possible and at the lowest possible step of the grievance procedure.

D. Time limits, as set forth in this Article, may be extended by mutual agreement.

Section 2. Grievance Procedure

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

Step 1: Council Grievance Designee

The grievance shall be reduced to writing and submitted to the Council Grievance Designee, that is a designated Council board member, or a Council-appointed staff person or other designee. The Council designee and the Union shall meet on a day designated by the parties for grievances to be heard. The day may be scheduled as frequently as needed but no less than once quarterly if there is a grievance to be heard. The parties are encouraged to try to mediate and settle disputes as early as possible and prior to the assigned hearing date. The Council Grievance Designee, shall have fifteen (15) calendar days from the date the grievance was heard to respond. The Council Grievance Designee shall
provide the Union a mailing address, email address, fax number and the name of Council representatives authorized to receive grievances.

Step 2: Michigan Home Based Child Care Council Executive Director.

If the grievance is not resolved at Step 1, the Union or the Provider may submit the grievance within fifteen (15) calendar days of the Step 1 response, or date such response was due, to the Council’s Executive Director. The Executive Director shall have twenty-one (21) calendar days to respond to the grievance. In the event the parties are unable to reach a resolution, the Union may request in writing within 50 calendar days of the Step 2 response, or date such response was due that the grievance be submitted to an independent arbitrator.

Step 3 Michigan Home Based Child Care Council

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

Step 4: Arbitration

The Council and the Union agree to choose from a mutually agreed panel of at least five arbitrators. It shall be the duty of the parties’ mutually selected arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact. The decision and award of the arbitrator shall be final and binding on all parties. The arbitrator shall have no authority to ignore, add, subtract or modify any of the terms and conditions of this Agreement. The arbitrator shall limit his/her decision solely to the application and interpretation of the relevant provisions of this Agreement, Department policy, or State or Federal Law, as applicable. Questions of arbitrability shall be decided by the arbitrator prior to the arbitrator addressing the merits of the grievance. The expenses and fees of the arbitrator shall be shared equally by the parties.
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
Services (DHS). MHBCCC appointees need not be members of the MHBCCC.

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

B. Purpose of the Committee

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

- Monitor, evaluate and make recommendations for the modification of training programs;
- Make updates and recommendations regarding the accessibility, availability, quality and effectiveness of training classes available throughout the State;
- Make recommendations on training policies, including training requirements for state licensure;
- Make recommendations for the approval/disapproval of classes for credit under the CDSCP Program and any other negotiated training programs;
- Develop the CDSCP Program, using the framework in Section 3 as a guide;
- Assist with implementation of the CDSCP Program;
- Create internal policy and procedures necessary to implement the terms of this Article and other responsibilities as assigned to the Committee by the Council.

Section 3. Child Development Specialist Career Path Program

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

A. Program goals

- Provide a structured path and incentive for Providers to improve their skills;
- Make training more accessible to Providers by providing classes in a variety of settings, e.g., churches, conferences, community colleges, educational institutions and union halls, and provide a variety of learning avenues such as social settings, play groups, and field trips with discussions of elements of quality care;
- Enhance the quality of existing training offerings;
- Increase the training level of Providers throughout the State;
• Remove barriers to licensure;
• Research and evaluate the effectiveness of trainings by looking at outcomes.

B. Program structure

The CDSCP Program will incorporate the following elements:

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

C. Program Enrollment

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

D. Training Requirements

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

Phase One – Critical and Eminent Danger

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

• Blood borne Pathogens and Communicable Disease;
• Sudden Infant Death Syndrome;
• Safe Sleep;
• Seat Belt Safety;
• Nutrition;
• Identifying Abuse and Neglect;
• Emergency Evacuation Plans;
• Medication policies.
Phase Two – Early Childhood Development and Administration

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

- Foundations of Early Child Development;
- Infant/Toddler Development;
- Methods/Materials for Group Care;
- Curriculum Development;
- Observations and Assessment;
- Arranging a Developmentally Appropriate Environment;
- Developing Partnerships with Families;
- Diversity – Cultural and Community Issues;
- Providing Creative Learning Experiences;
- Integrating Children with Special Needs;
- Physical Space and Environments;
- Developing Safety Checklists;
- Reading Readiness;
- Best Practices;
- Cognitive Development;
- Physical Spaces and Environments;
- Parent and Staff Policies;
- Daily Activity Reports;
- Record Maintenance;
- Administrative Procedures.

E. Training Incentive

1. An hourly training incentive shall be paid out upon the successful completion of each Phase One and Two for Day Care Aides and Relative Providers and successful completion of Phase Two for Family and Group Home Providers in accordance with Article 13 "Rate Structure."

2. Providers receiving the Phase One incentive must complete at least ten (10) hours of approved continuing education annually to maintain the Provider’s status for the purpose of continuing to receive the training incentive.

3. Providers receiving the Phase Two incentive must complete at least twenty (20) hours of approved continuing education annually to maintain the Provider’s status for the purpose of continuing to receive the training incentive.
4. The Joint Training and Education Committee shall create a procedure to "grandfather" in Providers who had previously completed the prescribed training.

5. The Joint Training and Education Committee shall investigate adding phases and incentives to the CDSCP to provide Early Childhood Education (ECE) nationally recognized credentials.

Section 4. Authorization

The CDSCP training is part of the collective bargaining agreement, is effective upon ratification, and is also subject to the grievance procedure.
ARTICLE 12 – PROVIDER RIGHTS

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

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

1. The terms “policy change(s)” shall be interpreted to include new policies or changes to existing policies.

2. When the Department is considering a new policy or policy change that affects Providers, it shall send written notification to the Council and the Union at least 120 calendar days in advance of a projected implementation date. The notification shall include a description of the change along with the rationale for such action, the anticipated impact on Providers and a draft of the proposed policy, if developed.

3. Should the Union or the Council, after reviewing the proposed change, consider that the matter requires further discussion, the Council shall request and coordinate a meeting with Department representatives within ten (10) working days from the date the notification was received. Representatives from the three parties shall meet and confer in good faith on the matter at hand with the purpose of reaching an agreement that all parties can support. If after reasonable efforts and time, but in no event later than thirty (30) workdays from the time that the parties first met to discuss the matter, an agreement cannot be reached, the parties will be guided by the terms of (4) below.

4. Participation of the Department in the meet and confer process under this agreement does not bind the Department to any matter of agreements between the Council and the Union that the Department does not support. Similarly, the Union’s willingness to discuss the matter proactively with the Council and the Department does not mean that the Union is expressly or implicitly waiving its rights to pursue a matter through administrative and/judicial avenues available under applicable law.

5. Notwithstanding section 4, all parties agree working diligently to reach agreement on any such matters of controversy is preferable to using the administrative or judicial procedures.

6. In the event that an emergency exists, the Department reserves the right to act expeditiously on a policy change and notify the Council and Union.
Following notification, the Council may initiate a meeting as defined in section 3 above.

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

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

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

- The right to be treated as a professional with courtesy, dignity, consideration and respect.

- The right to be given the same consideration and treatment as all other Providers regardless of race, color, religion, gender, sexual orientation, national origin, political affiliation, disability, marital status, age, height, weight or union affiliation.

- The right to file a complaint with the appropriate agency when the Provider believes they have been discriminated against because of race, color, religion, gender, sexual orientation, national origin, political affiliation, disability, marital status, age or union affiliation.

- The right to request that the Department consider assigning a new licensing specialist consultant where an unresolved conflict exists following discussion with a supervisor in an attempt resolve the matter.

- The right to receive written information such as notices and explanation in Provider’s primary language as provided for in law and Department policy.

- The right to receive written notice of any changes to payment or programs that affect families receiving state subsidies.

- The right to have the information in my Provider file kept confidential except as otherwise stated by state and federal law.

- The right to review all information that is in my Provider file except as otherwise provided for by state and federal law.

- The right to require representatives of the Department to show photo identification and leave a business card.
• The right to be advised by the Department of the type of visit.

• The right during all visits to be treated professionally and receive an objective, impartial assessment.

• The right to request a witness to observe and document any visit including compliance visits, so long as it does not unduly delay the compliance visit.

• The right to receive an accurate report of the visit including the evaluator’s findings listing each observed deficiency. The description of the evaluator’s observation shall include a clear explanation of why the existing condition constitutes a deficiency and the Provider’s explanation of the deficiency.

• The right to be informed of the evaluator’s supervisor and his/her contact information.

• The right to be given technical assistance by the Department if Provider receives a compliance visit that identifies “valid” out of compliance issues.

• The right to have a Union Representative present during any interactions so long as it does not unduly delay the interaction.

• The right to submit a written rebuttal to any parts of their file and such rebuttal shall be attached to the contested material so that both parts are readily available to anyone reviewing the file.

• The right to receive written notification when allegations of program rules 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:
Providers completing Phase One of the training shall receive an incentive of ten cents ($0.10) per child per hour for each hour billed for as long as they continue to comply with the requirements as established in Article 11.

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

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

Section 3. Health Benefit

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

The parties will convene a meeting of the committee within 30 days after ratification of this agreement for the purpose of determining the tasks and processes the committee would implement.
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.
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.
ARTICLE 16 – GENERAL PROVISIONS

Section 1. Income Verification

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

Section 2. Provider Notification

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

Section 3. Printing of the Agreement

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

Section 4. Providers’ Rights

The Council 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 with Parents that are not inconsistent with the policies of the DHS Child Care Assistance Program.

Section 5. Jury Duty

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

Section 6. No Strike – No Lock Out

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

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

Section 7. Total Agreement
There are no agreements which are binding on any of the parties other than the written provisions contained in this Agreement. No further agreement shall be binding on any of the parties until it has been put in writing and signed by all parties to be bound. This Agreement embodies all of the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships.

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

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

Section 1. Severability

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

Section 2. Term of the Agreement

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

State of Michigan Holidays

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<th>Holidays</th>
<th>2007</th>
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## APPENDIX B - RATES

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