

### COLLECTIVE BARGAINING AGREEMENT

### **BETWEEN**

CONNECTICUT OFFICE OF EARLY CHILDHOOD

**AND** 



JULY 1, 2013 TO JUNE 30, 2017

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### **PREAMBLE**

This Agreement (hereinafter referred to as the "Agreement") has been made and entered into by and between the State of Connecticut, Office of Early Childhood (hereinafter referred to as the "State") and the Service Employees International Union (hereinafter referred to as the "Union") acting by and through CSEA SEIU Local 2001.

The State and Union recognize the unique arrangement created by Connecticut General Statutes Chapter 319 Section 17b-705 where the State is designated as the employer for day care home licensed and license exempt providers (hereinafter referred to as "Providers") for the purposes of collective bargaining. Providers are not considered State employees and not covered under the provisions of CGS Chapter 67 State Personnel Act and § 5-200-1 to 5-266C-2.

The parties enter into this Agreement acknowledging the following:

- Share a common mission to ensure that every Connecticut family has access to quality child care.
- Agree to work together in a collaborative partnership to build an affordable, accessible child care program for residents of the State.
- 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.
- Share a common mission to promote the safe and healthy development of children and to encourage the learning environment that prepares children for school.
- The Parties, Providers, and Connecticut families have a shared interest in making child care a quality job and respected profession.
- Parties, Providers and Consumers agree to treat each other with mutual dignity and respect.
- The State recognizes that Family Child Care Providers also fill a need for flexibility that sometimes cannot be met in other childcare settings

### **DEFINITION OF TERMS**

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

- a) **'State**" refers to The Department of Social Services AND/OR the Office of Early Childhood or any other State Agency designated to administer the Child Care Assistance Program
- b) "Consumer" refers to any applicant that has been determined eligible for services through the Child Care Assistance Program (CCAP). A consumer can be a parent or legal guardian of a child as defined in 17b-749-01
- c) "**Family Child Care Provider**" means person who provides child care services under the child care subsidy program established pursuant to § 17b-749 (A) in a family day care home, as defined in § 19a-77; or (B) in a home not requiring a license pursuant to subdivision (4) of subsection (b) of § 19a-77.

- d) **Family Day Care Home** consists of a private family home caring for not more than six (6) children, including the provider's own children not in school full-time, where the children are cared for not less than three or more than twelve (12) hours during a twenty-four hour period and where care is given on a regularly recurring basis except that care may be provided in excess of twelve (12) hours but not more that seventy-two (72) hours to accommodate a need for extended care or intermittent short-term overnight care. During the regular school year, a maximum of three additional children who are in school full time, including the provider's own children, shall be permitted, except that if the provider has more than three children who are in school full time, all of the providers children shall be permitted.
- e) **'Child Care Assistance Program**" (CCAP) refers to the child care subsidy program administered by the State of Connecticut in accordance with sections 17b-749-01 to 17b-749-23 of the Regulations of Connecticut State Agencies.
- f) CARE4KIDS refers to Child Care Assistance Program of the State of Connecticut.
- g) **The United Way** or their successors are designated as the CCAP Administrator by the State to be responsible for the administration of CCAP program.
- h) "Union" refers to CSEA SEIU Local 2001
- i) "Licensed" refers to Family Child Care Providers who are required under the provisions of § 19a-77 Department of Public Health to be licensed to care for children in their home.
- j) "Unlicensed" refers to a Family Child Care Provider who is not required to be licensed pursuant to subdivision (4) of subsection (b) of § 19a-77. The term also refers to "licensed exempt". Informal arrangements among neighbors and formal or informal arrangements among relatives in their own homes, providing the relative is limited to any of the following kinship by blood or marriage to the child being cared for or to the child's parent; Child, grandchild, sibling, niece, nephew, aunt, uncle, or child of one's aunt or uncle.
- k) "OEC" is the State Office of Early Childhood.

### **ARTICLE 1 UNION RECOGNITION**

**Section One:** The State of Connecticut recognizes CSEA SEIU Local 2001 as the designated representative for the Service Employees International Union as the exclusive bargaining representative for Family Child Care Providers who provide child care services under the child care subsidy program established pursuant to section 17b-749 of the general statutes in a family day care home, as defined in 19a-77 of the general statues; or in a home not requiring a license pursuant to subdivision (4) of subsection (b) of section 19a-77 of the general statues and as provided in Decision and Certification of the State Board of Labor Relations on July 13, 2012 (Case No. SE-29,883, Decisions No 4608)

**Section Two.** A Family Child Care Provider shall not be considered a state employee and shall be exempt from any and all provisions of the general statutes creating rights, obligations, privileges or immunities to state employees as result of or incident to their state service.

**Section Three.** The Union shall have the right to bargain collectively and shall have such other rights and obligations incident thereto as created under sections 5-270 to 5-279, inclusive of the general statutes except:

- 1. The application of state employee benefits, including, but not limited to, health benefits and pensions.
- 2. A parent's right to recruit, select, direct the activities of, and terminate the services of any Family Child Care Provider; and
- 3. A grievance procedure against a parent.

**Section Four:** The State shall be considered the party of record solely for the purposes of collective bargaining.

**Section Five:** No action taken by a consumer shall be considered erosion of the bargaining unit.

### **ARTICLE TWO ENTIRE AGREEMENT**

This Agreement, upon legislative approval as provided for in Public Act 12-23, constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term unless otherwise provided for under this Agreement.

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 or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunities are set forth in this Agreement. Therefore, the State and the Union, for the duration 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 whether or not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement

### **ARTICLE THREE NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

**Section One.** The parties agree that neither shall discriminate against any Family Child Care Provider on the basis of race, sex, sexual orientation, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, or disability.

**Section Two:** Neither party shall discriminate against a Family Child Care Provider on the basis of membership or non-membership or lawful activity in behalf of the exclusive bargaining agent.

**Section Three**: 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 Family Child Care Provider giving services to them.

### **ARTICLE FOUR FAMILY CHILD CARE PROVIDER RIGHTS**

**Section One. Income Verification.** Upon the request of a Family Child Care Provider or any third party with the written authorization of the Family Child Care Provider, the State shall provide written verification of past subsidy payments to the Family Child Care Provider.

**Section Two. Provider Documents.** A Family Child Care Provider may examine his /her own documents in the possession or control of the State. Review of the documents will be in the presence of a State representative during business hours, unless otherwise arranged. Written authorization from the Family Child Care Provider is required before the Union will be granted access to the Family Child Care Provider's documents. The Family Child Care Provider and/or the Union may not remove any contents; however, a Family Child Care Provider may provide a written rebuttal to any information in the documents that he or she considers objectionable.

A Family Child Care Provider may request a copy of his or her documents and will receive them within fourteen (14) calendar days of a written request, with the exception of pending referrals and unresolved complaints. The State may charge a reasonable fee for copying any documents requested by the Family Child Care Provider or the Union.

If Family Child Care Providers have questions about any of the information that has been provided, they can file a written appeal with the Office of Early Childhood for a review, explanation and correction, if necessary. Matters concerning the documents contained in the individual Family Child Care Provider files shall not be subject to the grievance procedure.

Section Three. Language Accessibility. The State shall publish documents in Spanish and English.

**Section Four. Family Child Care Providers' Rights in Relationship to Consumers.** The State recognizes the rights of Family Child Care Providers to select the children to be placed in their care, to terminate the relationship with consumers, and to enter into private agreements with consumers that do not contradict federal law, state law, the policies of Department of Social Services and other federal or state subsidy programs.

**Section Five.** All Family Child Care Providers shall be notified via the Union, CARE4KIDS or the OEC website of any relevant policy or regulation changes, rate changes, training opportunities and/or when grants that may be applicable to them become available.

**Section Six**. A Family Child Care Provider who is not satisfied with actions taken by the consumer's case worker concerning payments to the Family Child Care Provider shall have the right to speak to a supervisor or liaison. If the matter is not resolved, the matter may be pursued through the grievance procedure. Matters concerning eligibility or consumer issues shall not be subject to the grievance procedures.

**Section Seven**. The parent shall be required to co-sign the provider agreement form. The parent's signature confirms the child care arrangements and serves as a release to allow the State to share information with the provider, concerning the eligibility and status of a consumer application. The State will answer Family Child Care Provider questions on the eligibility of and status of children in their care if a provider agreement signed by the parent has been filed with the CCAP Administrator. The Family Child Care Provider will be provided with confirmation of authorization of care by email, faxes or by first class mail. The Family Child Care Provider shall be responsible for ensuring that their contact information is kept up to date with the CCAP administrator.

**Section Eight**. The CCAP Administrator will notify the Family Child Care Provider of changes in a consumer's eligibility within three business days of an action. Such notification shall be rendered via email or fax if available and via USPS if not.

**Section Nine**. When a consumer who has been informed that he/she is no longer eligible for CARE4KIDS subsidy continues to utilize a Family Child Care Provider without telling the Family Child Care Provider about the lapse in eligibility, the Family Child Care Provider shall be held harmless for any subsidies paid

during that period of time. The State shall seek to recover the overpayment from the parent, not the Family Child Care Provider.

**Section Ten. Provider Notification.** The CCAP administrator shall give written notice to family care child providers of any decisions and the basis thereof effecting eligibility or benefits, such as:

- Action to grant or deny assistance
- Assignment to the waitlist
- Scheduling of a redetermination and the results of the redetermination
- Changes affecting program eligibility, provider eligibility or eligibility of an individual child
- A change in the Family Child Care Provider
- Increases, decreases, discontinuation or termination of benefit or payment amounts
- Notification when the consumer's case is assigned to a specific worker and when their case is reassigned to a different worker.
- Notification of the status of an application.
- Notification if a redetermination application has not been submitted on time.
- Notification of consumer's request for an administrative hearing and decision that may affect the Family Child Care Provider.
- Notification of any difficulty in obtaining verification from the consumer to determine eligibility.

### **ARTICLE FIVE STATES RIGHTS**

**Section One: 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. 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 this 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 child care assistance program.
- 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;
- M. To maintain and promote the efficiency of public operations entrusted to the State.

**Section Two Non-Inclusive** The above enumerations of State rights are not inclusive and do not exclude other State rights not specified including those duties, obligations or authority provided under section 17b-749-01 to 17b-749-23 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.

**Section Three 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.

**Section Four Fulfillment of Statutory Obligation** As provided under chapter 319 section 17b-705, this agreement expressly reserves the right of the Connecticut 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.

**Section Five Duty to Bargain.** Provided however, nothing in this article or nothing contained in this Agreement shall be construed so 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; health and welfare benefits; professional development and training; and other economic matters.

### ARTICLE SIX CONSUMER RIGHTS

**Section One: Definition of Consumer.** For the purposes of this Agreement and law, a consumer is one of the following individuals who has parental control of one (1) or more children, lives in the State of Connecticut, and is the child's:

- 1. Parent, either biological or adopted;
- 2. Stepparent;
- 3. Legal guardian verified by a legal or court document;
- 4. Adult sibling or step sibling;
- 5. Nephew or niece;
- 6. Aunt:
- 7. Uncle;
- 8. Grandparent; or
- 9. Any of these relatives with prefix great, such as great-aunt

**Section Two: Consumer Rights:** Nothing in this Agreement limits the consumer's sole and undisputed right to select and to terminate without cause, with appropriate notice the services of any Family Child Care Provider as set forth in the consumer's and provider's written agreement. Consumers shall retain the right to direct services rendered by the provider and determine what circumstances anyone may enter the consumers' homes.

**Section Three. Information Regarding Consumers**: This agreement shall not be interpreted as to require the State to release confidential personal information regarding any consumer or any child under parental control of a consumer receiving subsidized family child care services to the Union without written permission of any such consumer. Personal information includes, but is not limited to: names, addresses, telephone numbers, and email addresses, any identification numbers including social security number or any other personal information.

**Section Four. Consumer Confidentiality**: Union representatives and Family Child Care Providers shall maintain strict standards of confidentially regarding any consumers and any child under parental control of a consumer receiving subsidized child care and shall not disclose personal information pertaining to consumers or any child under parental control of a consumer from any source unless the disclosure is with the express written consent of the consumer, compelled by legal process, or otherwise by law.

**Section Five. Consumers Not Subject to Grievance Procedure**: No action taken by a consumer with respect to this Article or any consumer rights shall be subject to the grievance and arbitration procedure provided by this Agreement.

**Section Six. Eligibility**: The consumer shall have the responsibility of keeping the child care provider informed of the eligibility process for subsidized care for his/her child. The consumer shall inform the provider immediately in the event his/her child is deemed to be ineligible for subsidized care. The State shall inform the consumers of their responsibility to inform the provider if they are no longer eligible for CARE4KIDS.

**Section Seven. Union Access:** Union representatives shall not conduct union business, including business related to the enforcement of this agreement, or contact in person or via telephone, providers at the home of a consumer or child, if the home is not the providers address of record. The consumer may sign a waiver permitting the conduct of Union business in their home.

**Section Eight Non-Waiver**: The above enumerations of consumer rights are not inclusive and do not exclude other rights not specified, including those rights and authority provided under the law. The exercise

or non-exercise of rights retained by the consumer shall not be construed to mean that any right of a consumer is waived. No action taken by the consumer with respect to this article shall be subject to the grievance procedure.

### **ARTICLE SEVEN UNION RIGHTS**

**Section One. Exclusivity**: The State shall not meet, discuss, confer, subsidize or negotiate with any other employee organization or its representatives on any matters pertaining to terms and conditions of employment of bargaining unit members. However, the Union recognizes that the State in meeting its statutory obligations under general statutes 17b-749 and 19a-77 may frequently interact with bargaining unit members or groups that include bargaining unit members without notifying or requiring the Union's presence at those interactions. Notwithstanding the above sentence, bargaining unit members may require the assistance of the Union in these interactions

**Section Two. 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.

**Section Three, Union Representation**: The Union shall notify the State of the names of its official representatives and stewards, and changes in such representatives, as changes occur. The list or updates shall be submitted to the Office of Policy & Management/Office of Labor Relations.

**Section Four. Bargaining unit Information**: The State will provide the Union with a list of providers electronically on a monthly basis by the tenth (10) of each month. This list will include:

- 1. Month in which the service was provided;
- 2. Name of all providers who were paid a subsidy or subsidies in the previous calendar month as a product of their bargaining unit work;
- 3. Provider number;
- 4. Billing address;
- 5. Mailing address;
- 6. Telephone number(s):
- 7. Whether the provider is unlicensed or licensed;
- 8. Amount of subsidy payment;
- 9. Number of units billed; type of units billed (1/4 Time, Half-Time, Full Time & Full Time Plus In Accordance With Current Billing Practices);
- 10. Number of children billed:
- 11. Amount of Union dues or agency fees that were deducted from the provider's payments; and
- 12. Provider's email address, if available.

**Section Five. Union Orientation.** The mandatory orientation for collective bargaining agreement members is described in the Professional Development Article of this collective bargaining agreement. The Union will be given the opportunity to speak with the providers about Union membership, benefits, and Union representation. The discussion of political agendas will be prohibited, with the exception of pending legislative issues concerning the bargaining unit and CARE4KIDS program.

The State shall notify the Union by email 60 days in advance of each event listed above and include the time the Union presentation is scheduled. The State shall notify the Union by email as soon as an orientation is canceled or rescheduled.

The Union will retain the ability to provide their presentation in such alternative orientations.

**Section Six.** The Union shall develop a website that provides the information typically presented on a Union bulletin board. The State agrees that this website will be linked through the CARE4KIDS website. All parties will ensure that members are informed of the website's availability.

**Section Seven. Neutrality:** The State and any of its subcontractors shall remain neutral on the question of Union membership and Union representation of providers. All questions addressed to the State or any of its subcontractors concerning Union membership in or representation by the Union shall be referred to the Union.

**Section Eight. Dissemination of Information by the State and/or its Subcontractors**: The State and/or any of its subcontractors will provide to the Union either electronically or by hard copy any notices provided by the State and/or its subcontractors to all providers or sub-group of providers such as licensed or unlicensed individuals.

**Section Nine. Production of Agreement**: The collective bargaining agreement will be located on the union website as well as the CARE4KIDS website in English and Spanish.

**Section Ten**. The State will provide the Union with copies of all present and future updated policies, including materials and manuals available or distributed to Family Child Care Providers and CCAP Administrator staff.

**Section Eleven.** The State and its CCAP administrator shall provide a link on their webpage to the CSEA child care webpage.

**Section Twelve.** When a Family Child Care Provider becomes eligible for CARE4KIDS reimbursement, the State will transmit a one page brochure or letter drafted solely by the Union concerning Union membership and representation. The Union shall be responsible for any costs associated with printing of the brochure or letter.

### ARTICLE EIGHT UNION MEMBERSHIP AND UNION SECURITY

**Section One**: During the life of this Agreement a Family Child Care Provider retains the freedom of choice whether or not to become or remain a member of the Union.

**Section Two. Union Security**: Not later than sixty (60) calendar days following the first day of service provided, or the acceptance of subsidy payments for child care services provided, whichever is later, every Family Child Care Provider covered by this Agreement shall, as a condition of acceptance of a subsidy payments for child care services provided and continued eligibility to receive payment for services provided, become and remain a member of the Union paying periodic dues, or for nonmembers of the Union, agency fees uniformly required. The State as the payer, but not as the employer, shall enforce this union security provision according to Public Act 12-22 by deducting the dues required for Union membership, or agency fees, or fee equivalent to the dues. Any provider who fails to satisfy this obligation shall, within thirty (30) calendar days of written request by the Union to the State, be provided written notice of his or her discontinued eligibility to receive payment until such a time as this obligation is satisfied. Union dues shall be deducted by the State of each provider who signs and remits to the State an authorization form. Such deduction shall be discontinued upon written request of a Family Child Care Provider thirty (30) calendar days in advance.

**Section Three**: Any provider within the bargaining unit covered by this Agreement who fails to become a member of the Union not later than sixty (60) calendar days following the first day of service provided, or the acceptance of subsidy payments for child care services provided, whichever is later, or any provider whose Union membership is terminated for any reason or any provider who resigned from Union membership shall be required to pay an agency service fee under Section Four.

**Section Four:** The State shall deduct the agency fee of each provider who is required under Section 5-280-A to any such a fee as a condition of acceptance of subsidy payments for child care services, provided, however, no such payment shall be required of a provider who objects to payments of such fee based on the tenets of a bona fide religious sect. The amount of agency service fee shall be equal to dues payable to the Union.

**Section Five:** The amount of dues or agency service fees deducted under this Article together with a list of providers shall be remitted to the Treasurer of the Union within a week after such deduction is made together with a list of providers for whom any such deduction is made.

**Section Six**: No deduction of dues or agency service fees shall be made from any period in which earnings received are insufficient to cover the amount of deduction, nor shall such deductions be made from subsequent payrolls to cover the period in question (non-retroactive).

**Section Seven**: Deduction of Union dues shall be discontinued for other employee organizations not parties to this Agreement.

**Section Eight:** The Union and each Family Child Care Provider authorizing the assignment of pay for the purpose of payment of union dues hereby agree to indemnify and hold harmless the State and its agents from all claims, demands, suits or other forms of liability that shall arise against the State or its agents for or on account of any deduction made from the pay of such provider. This section shall not be interpreted to limit the right of the union to use the dispute resolution process contained in this agreement to collect dues, fees, and contributions owed.

**Section Nine:** The parties agree that once a process has been established and tested for the deduction of union dues, in accordance with those procedures promulgated by the State, the State shall allow for the voluntary payroll deduction of contributions for the union's political action fund. The union agrees to pay the cost for any adjustments to the system to enable this process.

### **ARTICLE NINE GRIEVANCE PROCEDURE**

The Parties 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. Prior to filing a grievance, the Union and State will attempt whenever possible to resolve problems informally.

**Section 1** <u>Grievance Definition</u> A grievance shall mean a dispute regarding the meaning or implementation of the provisions of this Agreement brought by the Union or a Family Child Care Provider. Neither the Union nor the Family Child Care Provider can grieve issues outside the scope of this Agreement, including but not limited to selection or termination of provider services by the consumer, and/or any action taken by the consumer. The Union may in appropriate cases submit an "institutional" or "general" grievance on its own behalf. Family Child Care Providers may not file grievances without the aid and assistance of a Union representative.

**Section 2. Format.** Grievances shall be filed on mutually agreed forms which specify: (a) the facts; (b) the issues; (c) the date of the violation alleged; (d) the controlling contract provision; (e) the remedy or relief sought; (f) the name of the Grievant; (g) the Grievant's provider number; and (h) the name and signature of the Union representative or the Family Child Care Provider filing the grievance.

**Section 3. Informal Resolutions**: This grievance procedure is designed to facilitate resolution of disputes at the lowest possible level of the procedure. The parties are encouraged to attempt informal resolutions prior to entering the formal process.

**Section 4** <u>Time Lines</u>: The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days are calendar days and will be counted excluding the first day and including the last day.

When the last day falls on the week-end or holiday, the last day will be the next day which is not a week-end or holiday. Transmittal of grievances, appeals and responses will be in writing and timelines will apply to the date of actual receipt.

**Section 5** A grievance shall be deemed waived unless submitted to the first step of the grievance procedure as applicable herein within thirty (30) days from the date the grievant or any Union representative or steward knew or through reasonable diligence should have known of the cause of the grievance. In determining whether a grievance shall be deemed arbitrable when a jurisdictional issue is raised as a bar to arbitrability, the arbitrator shall apply the guidelines embodied in the "Steelworkers Trilogy".

### **Section 6 Grievance Procedure**

### **Step One Informal Resolution**

In an attempt to resolve any grievable issue, the Family Child Care Provider and/or Union should confer with a representative from the OEC prior to filing written grievances. If the OEC cannot resolve the problem, they will provide a written response to the Union.

### **Step Two Written Grievance**

To preserve timelines, the Family Child Care Provider and/or Union may submit the written grievance to the State Office of Labor Relations within thirty (30) calendar days of the occurrence of the alleged violation or within thirty (30) calendar days of when the Family Child Care Provider or the Union could reasonably have been aware of the incident or occurrence giving rise to the grievance. The Union shall inform the Office of Labor Relations that there is an attempt at informal resolution pending.

A written grievance may be submitted in person, by US mail, by fax or by email, and shall be directed to the:

Office of Labor Relations, Office of Policy and Management. 450 Capitol Ave Hartford, Ct 06106-1308

The State shall schedule and hold a conference with the grievant and his/her union representative within thirty (30) days of receipt of the written grievance in order to discuss and resolve the grievance. The State will provide a written response to the grievance within fifteen (15) days from the date of the conference. Within fifteen (15) calendar days after the State's answer is due at Step Two or if no conference is held within thirty (30) calendar days from the filing the written grievance, the grievance may be submitted to arbitration by the Union or by the State, but not the Family Child Care Provider

No new alleged violations and/or remedies may be made after the initial written grievance is filed, except by written mutual agreement

If the State provides the requested remedy or a mutually agreed upon alternative, the grievance will be considered resolved and withdrawn

A grievance may be withdrawn at any time. A written notice of withdrawal shall be submitted to the State Office of Labor Relations

If resolved, withdrawn, denied or timeline missed, a grievance cannot be resubmitted.

### Step Three Arbitration.

Submission by the Union to arbitration shall be by letter, postage prepaid, addressed to the Office of Labor Relations. Submission by the State to arbitration shall be by letter, postage prepaid, addressed to CSEA, SEIU Local 2001. The Office of Labor Relations will contact the selected arbitrator by letter.

### **Section Seven Arbitration Process:**

- (a) The parties shall establish a panel of arbitrators by mutual agreement. Said panel shall be scheduled to hear arbitration cases filed for hearing on a rotating basis, by alphabetical order, unless the parties agree to the contrary. The parties may, be mutual agreement, combine any number of cases as may be practicable for hearing by one arbitrator.
- (b) 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 or witnesses. If the arbitration hearing 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.
- (c) On grievances where the question of arbitrability has been raised by either party prior to the date of appointment of the arbitrator, said arbitrator shall determine the issue of arbitrability prior to considering the merits of the case. Either party may request to have the issue on arbitrability heard separately with the testimony on the merits conditional on the results of the arbitrability issue.
- (d) The arbitration hearing shall not follow the formal rules of evidence unless the parties agree in advance, with the concurrence of the arbitrator at or prior to the start of the case.
- (e) The Arbitrator shall have no power to add to, subtract from, alter or modify this Agreement, nor to grant to either party matters which were not obtained in the bargaining process, nor to impose any remedy or right of relief for any period of time prior to the effective date of the Agreement. The Arbitrator shall be limited in his or her decision to the grievance issue(s) unless the parties agree to a modification. In addition, the Arbitrator shall not award any compensation greater that a grievant would have received had there been no violation of this Agreement. The arbitrator shall render his/her decision in writing no later than thirty (30) calendar days after the submission of briefs unless the parties jointly agree otherwise.
- (f) The award of the Arbitrator shall be final and binding upon both parties in accordance with the Connecticut General Statutes, Section 52-418, provided, however, neither the submission of questions or arbitrability to any arbitrator in the first instance nor any voluntary submission shall be deemed to diminish scope of judicial review over arbitration awards, including awards on competent jurisdiction, to construe any such award as contravening the public interest.

**Section 8:** In addition to those exempted and unless specifically stated otherwise, the following matters shall not be subject to the grievance and arbitration procedure:

- a) Preamble
- b) Termination of services by the Consumer
- c) Termination of service by the Family Child Care Provider.
- d) Issues involving the licensing of Family Child Care Provider (including but not limited to denial, compliance agreement, suspension and revocation), provided however, the Union representative may represent said Family Child Care Provider in any administrative procedure or hearing.
- e) Issues involving the State's ability to carry out the rules and regulations associated with eligibility for license exempt providers (including but not limited to scope of care, provider affidavit, background checks and attendance records) are not subject to the grievance procedure.
- f) Disputes regarding overpayments are only resolved through the

- Administrative Hearing Process at the Department of Social Services, provided however, the Union representative may represent said Family Child Care Provider in any administrative procedure or hearing.
- g) The State's administration of the CARE4KIDS program in accordance with Federal and State regulations.

**Section 8:** Grievances relating to alleged discrimination shall be neither grievable nor arbitrable.

**Section 9**: Family Child Care Provider participating in the grievance process shall not be compensated.

**Section 10:** The conferences of the grievance procedure and arbitration hearings shall be closed to the public unless the parties agree otherwise

**Section 11**: By written mutual agreement, the parties may choose to pursue alternative dispute resolution in lieu of the grievance/arbitration process illustrated in this Article.

### ARTICLE TEN LABOR/MANAGEMENT COMMITTEE

**Section One.** For the purpose of maintaining communications between the Union and the State so as to effectuate the shared principles of the Preamble of this Agreement, the parties agree to establish a State-wide labor/management committee that shall meet at mutually agreeable dates and times, but shall meet no less than once every three months for the term of this initial collective bargaining agreement. The parties shall exchange agendas two (2) weeks prior to the scheduled meeting. In addition to addressing the matters described above, the Labor/Management Committee may invite content area specialists on relevant topics.

**Section Two.** The parties agree to establish regional Labor/Management Committees that shall meet at least once per contract year in each of the congressional districts at mutually agreed upon location, date and time. The parties shall exchange agendas two (2) weeks prior to the scheduled meeting.

### ARTICLE ELEVEN NO STRIKE OR LOCKOUT

**Section One:** Neither the Union nor any Family Child Care Provider shall engage in a strike, sympathy strike, work stoppage or other concerted withholding of service.

**Section Two:** The Union shall exert its best efforts to prevent or terminate any violation of Section One of this Article.

**Section Three**: In recognition of the consumer's right to select, hire, and terminate any Family Child Care Provider with or without cause, the parties agree that the State does not have the authority to lock out the union or the Family Child Care Providers.

### **ARTICLE TWELVE FEES AND DIFFERENTIALS**

**Section One. Rate Increase.** The following schedule of general rate increases shall be implemented:

| Effective January 1, 2014 | 3% |
|---------------------------|----|
| Effective January 1, 2015 | 3% |
| Effective January 1, 2016 | 3% |
| Effective January 1, 2017 | 3% |

This general rate increase shall be provided to all licensed Family Child Care Providers and will be for the Infants/Toddlers; preschool and School Age programs.

**Section Two. Infants and Toddler Program**. In order to reach parity with the differentials paid to licensed facilities, the following parity increases shall be implemented for licensed family child care providers:

| Effective January 1, 2014 | 8.25%                               |
|---------------------------|-------------------------------------|
| Effective January 1, 2015 | 8.25%                               |
| Effective January 1, 2016 | 10%                                 |
| Effective January 1, 2017 | 0% (or increase to maintain parity) |

**Section Three.** The rate for unlicensed providers shall be one-third (1/3) of the State's minimum wage. The weekly payment for the unit of care shall be determined by practice in place as of July 1, 2013. The schedule is as follows:

|                            | MIN WAGE | <u>1/3</u> |
|----------------------------|----------|------------|
| Effective January 1, 2014  | \$8.70   | \$2.90     |
| Effective January 1, 2015  | \$9.00   | \$3.00     |
| Effective January 1, 2016* | \$9.00   | \$3.00     |
| Effective January 1, 2017* | \$9.00   | \$3.00     |

<sup>\*</sup>The parties agree that if the minimum wage for the State of Connecticut increases on January 1, 2016 or January 1, 2017 the minimum wage for this program shall increase in relation to the new minimum wage.

**Section Four** Upon ratification of the agreement by the General Assembly and the bargaining unit, Family Child Care Providers shall receive a lump sum payment of \$80.00 for licensed Family Child Care Providers with more than one year of service and \$40.00 for unlicensed Family Child Care Providers with more than one year of service.

**Section Five**. In accordance with the existing practice, Family Child Care Providers shall be paid an additional 15% differential for special needs children

### ARTICLE THIRTEEN HEALTH INSURANCE LETTER OF AGREEMENT

**Section One.** The State and Union shall establish a Work group to study the issues of health insurance coverage in relation to members of the bargaining unit. The composition of the Work Group shall consist of representation from the Union; The State; Access Health CT; Office of Health Care Advocate; Department of Insurance and other representatives deemed appropriate. There is nothing contained herein that would preclude the bargaining unit from partnering with another bargaining unit for this study.

**Section Two:** The Work Group will gather data concerning the demographics of the members of the bargaining unit. The data shall consist of following:

- a) Household demographics
- b) Household income
- c) Health Care that is available to the household by what means and cost.
- d) Eligibility for Affordable Care Act coverage through Access Health CT; application status and cost of coverage through Access Health CT.
- e) Any other information the Work Group deems appropriate and important.

**Section Three**. The Work Group shall publish a report to the Union and State as to its findings/conclusions no later than January, 2015, unless otherwise agreed in writing. The report will include possible strategies to increase the availability of health care coverage to bargaining unit members.

**Section Four:** During the term of this Agreement, the State and the Union will work cooperatively to enroll eligible Family Child Care Providers for health insurance under the Affordable Care Act.

**Section Five:** Upon mutual agreement the parties may re-open this Agreement to specifically negotiate implementation of expanding health care coverage to bargaining unit members. Any provision must be agreed to by both parties and is not subject to the interest arbitration process. If required, any agreement with a cost associated with it will be filed for approval by the legislature in accordance with applicable statutory requirements.

### **ARTICLE FOURTEEN ECONOMIC DEVELOPMENT GRANTS**

**Section One:** The State will distribute information concerning the availability of Grant Funds to the members of this bargaining unit via the Union's Website, the CARE4KIDS website and the Office of Early Childhood. The State may hold periodic training/information sessions on these funding programs.

**Section Two**: The Parties will include information about this program in the Mandatory Orientation Program. The information shall include the following:

- 1. The programs details.
- 2. What funds are available
- 3. The programs that these funds are tied to
- 4. The application process
- 5. The eligibility process both for the provider and the improvements.
- 6. Pay back process if it is part of the program

**Section Three**: These funds are to be used for the following:

- 1. To provide funds to allow an unlicensed Family Child Care Provider to renovate his or her residence to become a licensed Family Child Care Provider.
- 2. To provide funds to allow a licensed Family Child Care Provider to improve his or her residence to become a group home provider.
- 3. To provide funds to allow a licensed Family Child Care Provider to rehabilitate his or her existing residence to improve quality child care or capital equipment.

### **ARTICLE FIFTEEN PROFESSIONAL DEVELOPMENT**

**Section One**. The State agrees to establish a professional development fund. The State shall allocate \$200,000 for each full fiscal year beginning on July 1, 2014 during the terms of this collective bargaining agreement. Unused funds shall carryover from one fiscal year to the next fiscal year. A joint committee shall administer the fund for the purposes of defraying the cost of professional development activities. Funds that were not expended during the contract expired June 30, 2017 will be rolled over into the new contract. The committee will be comprised of two (2) representatives from both the State and the Union. The committee shall develop procedures as are necessary to administer the process consistent with the contract.

The purpose of the fund is to assist Family Child Care Providers:

- 1. To achieve child development certification, national accreditation, school readiness certification,
- 2. To become a licensed provider
- 3. Professional development shall include but not be limited to CPR, First Aid, medical administration and medical records, child development, behavioral management, financial management, ESL classes and early literacy
- 4. The fund may also be used for taking courses and for attainment of college degrees related specifically to early childhood education.
- 5. No funds will be provided for courses or training not related to early childhood education or operation of family child care settings.

**Section Two**. The State, including Charts-A-Course, shall establish a training calendar for professional development activities and relevant college courses. The training calendar shall be available on the Union's Website, the Office of Early Childhood's website and the United Way's Website shall contain a link.

**Section Three.** \$50,000 shall be allocated for each full fiscal year beginning on July 2014 during the term of this collective bargaining agreement. These funds shall be allocated for members who have achieved a (1) CDA (Child Development Associate) one-time \$500 lump sum payment and/or (2) NAFCC (National Association of Family Child Care) one-time \$750 lump sum payment. Any Family Child Care Provider who on July 1, 2014 has been in the program for one year and possesses a CDA or NAFCC accreditation, shall receive a one-time lump sum payment authorized herein based on their previous attainment of such credentials

If the \$50,000 is not sufficient in any one year, it will be pro-rated to all eligible members. If there is a heavy use of these funds, the State may distribute the full or pro-rated amount over the three years of the collective bargaining agreement. At the end of the contract, any remaining funds in the credential allocation fund, shall be utilized to make whole, to the extent possible, all providers who had received pro-rata credential payments.

If the parties determine that in the final year of this collective bargaining agreement, that funds will not be required for these accreditation benefits, the parties by mutual agreement may agree to move any remaining accreditation funds into training and professional development.

**Section Four: Mandatory Orientation**. The Office of Early Childhood will develop a four (4) hour mandatory orientation program. The Union will be allowed one (1) hour to provide information related to the collective bargaining agreement and other related benefits. The Union will be precluded from discussions concerning partisan political activities. The orientation program may include but not be limited to:

- 1. Introduction to the CARE4KIDS program
- 2. Training on the eligibility and billing process
- 3. Specialized training as determined by the OEC.
- 4. Information on becoming a licensed Family Child Care Provider
- 5. Information on the quality enhancement programs that are offered through OEC

New providers will have approximately sixty (60) days from the date of acceptance into the CARE4KIDS program to attend this orientation. Existing providers shall attend an orientation session no later than January 1, 2016. Failure to attend a mandatory session will result in Family Child Care Provider no longer being eligible to participate in the CARE4KIDS program until a session is attended. Orientations shall be scheduled throughout the State and on nights and week-ends.

A Family Child Care Provider shall be paid \$75 for attendance at the four (4) hour program.

**Section Six: Licensing Incentives.** In order to encourage an unlicensed Family Child Care Provider to become a licensed Family Child Care Provider, the OEC will provide the following incentives:

- 1. When the unlicensed Family Child Care Provider has become licensed in accordance with the Department of Public Health regulations, the OEC shall reimburse the provider the fee for the license.
- 2. Once the Family Child Care Provider has been licensed for the period of one year, they will receive a one-time \$500 incentive bonus for achieving licensed status.

The OEC shall include information concerning obtaining licensing in any orientation, trainings or on-line information. The Union will cooperate in this effort, by providing information on their website and offering assistance.

### **ARTICLE SIXTEEN NON-STANDARD WORK HOURS STUDY**

The parties agree to study the issue of non-standard work hours being worked by members of the bargaining unit.

The study shall report the amount of hours current Family Child Care Providers perform services during non-standard hours as well as the projected need for these services.

The study shall explore if different compensation strategies are required and make recommendations concerning options available.

### **ARTICLE SEVENTEEN SAVINGS CLAUSE**

Should any provisions of this Agreement be found unlawful by a court of competent jurisdiction, the remainder of the Agreement shall continue in force. The State and the Union will commence renegotiations within thirty (30) days to address the provision(s) found to be unlawful.

### **ARTICLE EIGHTEEN DURATION**

This agreement shall be effective July 1, 2013 and shall expire on June 30, 2017. On or after the date described in Connecticut General Statutes Section 5-276a, either party may request the other to negotiate a successor agreement by mailing such request to the other party, whereupon negotiations shall commence as soon as practicable, with a view toward concluding negotiations on or before January 1, 2017.

### **ARTICLE NINETEEN SUPERSEDENCE**

The inclusion of language in this Agreement concerning matters formerly governed by law, regulation, or policy directive shall not be deemed a preemption of the entire subject matter. Accordingly, statutes, rules, regulations, and administrative directives or orders shall not be construed to be superseded by any provision of this Agreement except as provided in the Supersedence Appendix to this Agreement or where, by necessary implication, no other construction is tenable.

### SIDE LETTER OF AGREEMENT

The parties agree that the Union shall be a member on the Early Childhood Cabinet of the State of Connecticut.

| Diane M Fitzpatrick (State) | Robert Rinker (Union) |
|-----------------------------|-----------------------|

### **NEGOTIATION TEAMS**

### STATE1

Diane M. Fitzpatrick, Chief Negotiator Office of Policy & Management (Office of Labor Relations) Judy Lederer Office of Policy & Management (Office of Labor Relations) Peter Palermino Department of Social Services Phyllis Hyman Department of Social Services Myra Jones-Taylor Office of Early Childhood Elizabeth Donahue Governor's Office

### **UNION**

Robert Rinker, Chief Negotiator CSEA, Executive Director Robert Krzys CSEA, Attorney CSEA, Child Care Division Director Helene Figueroa Eda Dibiccari CSEA, Lead Organizer Eva Bermudez CSEA, Organizer

### **CSEA Members**

Kellie Brown Jeannine Lewis Naomi Mitchell Felicia Diaz Surielys Fernandez Alvina Molina Celia Fleming Teresa Perleche **Queen Freelove** Bertha Pleasant Yudelka Garcia Johelis Reyes Johanna Gutierrez Maria Reves Ingrid Serna rJo Winch Hope Sheridan

<sup>1</sup> For collective bargaining purposes only

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Mayra Valentin

(Connecticut's Child Care Assistance Program)
WEEKLY PROVIDER REIMBURSEMENT RATES

EFFECTIVE: January 1, 2014

Full-Time Plus Care - 51 to 65 hours/we

| Full-Time Flus Care - 51 to 65 nours/week   |                |          |                   |            |                   |            |
|---|----------------|----------|-------------------|------------|-------------------|------------|
|   |                | Eastern* | North<br>Central* | Northwest* | South<br>Central* | Southwest* |
|   | Infant/Toddler | 196      | 217               | 228        | 239               | 259        |
|   | Pre-School     | 181      | 201               | 211        | 122               | 240        |
| Licensed Family Child Care Provider (Infant & Toddler 3% and 8.25%) Others (3%) 1/1/2014                        | School-Age     | 167      | 185               | 195        | 205               | 221        |
| Unlicensed Family Child Care Provider (Care by a Relative or Care in the Child's Home or Recreational Programs) | Infant/Toddler | 154      | 154               | 154        | 154               | 154        |
| (2.23 to 2.90) 1/1/2014   | Pre-School     | 154      | 154               | 154        | 154               | 154        |
|   | School-Age     | 154      | 154               | 154        | 154               | 154        |
| Full-Time Care - 35 to 50 hours/week  |                |          |                   |            |                   |            |
|   |                | Eastern* | North<br>Central* | Northwest* | South<br>Central* | Southwest* |
|   | Infant∕Toddler | 146      | 162               | 170        | 179               | 193        |
|   | Pre-School     | 135      | 149               | 157        | 165               | 178        |
| Licensed Family Child Care Provider (Infant & Toddler 3% and 8.25%) Others (3%) 1/1/2014                        | School-Age     | 126      | 139               | 146        | 153               | 167        |
| Unlicensed Family Child Care Provider (Care by a Relative or Care in the Child's Home or Recreational Programs) | Infant/Toddler | 116      | 116               | 116        | 116               | 116        |
| (2.23 to 2.90) 1/1/2014   | Pre-School     | 116      | 116               | 116        | 116               | 116        |
|   | School-Age     | 116      | 116               | 116        | 911               | 116        |
| Half-Time Care - 16 to 34 hours/week  |                |          |                   |            |                   |            |
|   |                |          | NOT+              |            | South             |            |

|   |                | Eastern* | North<br>Central* | Northwest* | South<br>Central* | Southwest* |
|---|----------------|----------|-------------------|------------|-------------------|------------|
|   | Infant/Toddler | 99       | 111               | 116        | 122               | 132        |
|   | Pre-School     | 93       | 103               | 108        | 113               | 124        |
| Licensed Family Child Care Provider (Infant & Toddler 3% and 8.25%) Others (3%) 1/1/2014                        | School-Age     | 82       | 92                | 97         | 102               | 110        |
| Unlicensed Family Child Care Provider (Care by a Relative or Care in the Child's Home or Recreational Programs) | Infant/Toddler | 70       | 70                | 70         | 70                | 70         |
| (2.23 to 2.90) 1/1/2014   | Pre-School     | 70       | 70                | 70         | 70                | 70         |
|   | School-Age     | 70       | 70                | 70         | 70                | 70         |
| Quarter-Time Care - I to I5 hours/week  |                |          |                   |            |                   |            |
|   |                | Eastern* | North<br>Central* | Northwest* | South<br>Central* | Southwest* |
|   | Infant/Toddler | 49       | 55                | 58         | 60                | 66         |
|   | Pre-School     | 46       | 52                | 55         | 57                | 62         |
| Licensed Family Child Care Provider (Infant & Toddler 3% and 8.25%) Others (3%) 1/1/2014                        | School-Age     | 41       | 46                | 48         | 50                | 55         |
| Unlicensed Family Child Care Provider (Care by a Relative or Care in the Child's Home or Recreational Programs) | Infant/Toddler | 35       | 35                | 35         | 35                | 35         |
| (2.23 to 2.90) 1/1/2014   | Pre-School     | 35       | 35                | 35         | 35                | 35         |
|   | School-Age     | 5.5      | 35                | 5.5        | 35                | 35         |

EFFECTIVE: January 1, 2015 (Connecticut's Child Care Assistance Program)
WEEKLY PROVIDER REIMBURSEMENT RATES

| School-Age | TO 3.00) 1/1/2015 Pre-School | Unlicensed Family Child Care Provider (Care by a Relative or Care in the Child's Home or Recreational Programs) (2.90 Infant/Toddler | Licensed Family Child Care Provider (Infant & Toddler 3% and 8.25%) Others (3%) 1/1/2015 | Pre-School | Infant/T       |                   | Quarter-Time Care - I to I5 hours/week | School-Age | TO 3.00) 1/1/2015 Pre-School | Unlicensed Family Child Care Provider (Care by a Relative or Care in the Child's Home or Recreational Programs) (2.90 Infant/Toddler | Licensed Family Child Care Provider (Infant & Toddler 3% and 8.25%) Others (3%) 1/1/2015 | Pre-School | Infant/        |                   | Half-Time Care - 16 to 34 hours/week | School-Age | TO 3.00) 1/1/2015 Pre-School | Recreational Programs) (2.90 | Licensed Family Child Care Provider (Infant & Toddler 3% and 8.25%) Others (3%) 1/1/2015 | Pre-School | Infant/T       |                   | Full-Time Care - 35 to 50 hours/week | School-Age | TO 3.00) 1/1/2015 Pre-School | Unlicensed Family Child Care Provider (Care by a Relative or Care in the Child's Home or Recreational Programs) (2.90 Infant/Toddler | Licensed Family Child Care Provider (Infant & Toddler 3% and 8.25%) Others (3%) 1/1/2015 | Pre-School | Infant/7       |                   | Full-Time Plus Care - 51 to 65 hours/week |
|------------|------------------------------|--|--|------------|----------------|-------------------|--|------------|------------------------------|--|--|------------|----------------|-------------------|--------------------------------------|------------|------------------------------|------------------------------|--|------------|----------------|-------------------|--------------------------------------|------------|------------------------------|--|--|------------|----------------|-------------------|---|
| l-Age      | hool                         | Toddler  | l-Age  | hool       | Infant/Toddler |                   |  | l-Age      | hool                         | Toddler  | l-Age  | hool       | Infant/Toddler |                   |                                      | l-Age      | hool                         | Infant/Toddler               | l-Age  | hool       | Infant/Toddler |                   |                                      | l-Age      | hool                         | Toddler  | l-Age  | hool       | Infant/Toddler |                   |   |
| 36         | 36                           | 36   | 42   | 48         | 55             | Eastern*          |  | 72         | 72                           | 72   | 85   | 95         | 111            | Eastern*          |                                      | 120        | 120                          | 120                          | 129  | 139        | 163            | Eastern*          |                                      | 159        | 159                          | 159  | 172  | 187        | 219            | Eastern*          |   |
| 36         | 36                           | 36   | 48   | 53         | 61             | North<br>Central* |  | 72         | 72                           | 72   | 94   | 106        | 123            | North<br>Central* |                                      | 120        | 120                          | 120                          | 143  | 154        | 181            | North<br>Central* |                                      | 159        | 159                          | 159  | 191  | 207        | 242            | North<br>Central* |   |
| 36         | 36                           | 36   | 50   | 56         | 65             | Northwest*        |  | 72         | 72                           | 72   | 100  | 111        | 130            | Northwest*        |                                      | 120        | 120                          | 120                          | 151  | 161        | 189            | Northwest*        |                                      | 159        | 159                          | 159  | 201  | 217        | 255            | Northwest*        |   |
| 36         | 36                           | 36   | 52   | 58         | 67             | South<br>Central* |  | 72         | 72                           | 72   | 105  | 117        | 136            | South<br>Central* |                                      | 120        | 120                          | 120                          | 158  | 170        | 199            | South<br>Central* |                                      | 159        | 159                          | 159  | 211  | 228        | 267            | South<br>Central* |   |
| 36         | 36                           | 36   | 56   | 64         | 74             | Southwest*        |  | 72         | 72                           | 72   | 114  | 127        | 147            | Southwest*        |                                      | 120        | 120                          | 120                          | 172  | 184        | 216            | Southwest*        |                                      | 159        | 159                          | 159  | 228  | 247        | 290            | Southwest*        |   |

(Connecticut's Child Care Assistance Program)
WEEKLY PROVIDER REIMBURSEMENT RATES

EFFECTIVE: January 1, 2016

Full-Time Plus Care - 51 to 65 hours/week

|   |                | Eastern* | North<br>Central* | Northwest* | South<br>Central* | Southwest* |
|---|----------------|----------|-------------------|------------|-------------------|------------|
|   | Infant/Toddler | 248      | 275               | 289        | 303               | 328        |
|   | Pre-School     | 192      | 213               | 224        | 235               | 255        |
| Licensed Family Child Care Provider (Infant & Toddler 3% and 10%) Others (3%) 1/1/2016                          | School-Age     | 177      | 197               | 207        | 217               | 235        |
| Unlicensed Family Child Care Provider (Care by a Relative or Care in the Child's Home or Recreational Programs) | Infant/Toddler | 159      | 159               | 159        | 159               | 159        |
| 3.00 1/1/2016   | Pre-School     | 159      | 159               | 159        | 159               | 159        |
|   | School-Age     | 159      | 159               | 159        | 159               | 159        |
| Full-Time Care - 35 to 50 hours/week  |                |          |                   |            |                   |            |
|   |                | Eastern* | North<br>Central* | Northwest* | South<br>Central* | Southwest* |
|   | Infant/Toddler | 185      | 205               | 215        | 226               | 244        |
|   | Pre-School     | 143      | 158               | 166        | 175               | 189        |
| Licensed Family Child Care Provider (Infant & Toddler 3% and 10%) Others (3%) 1/1/2016                          | School-Age     | 133      | 148               | 155        | 163               | 177        |
| Unlicensed Family Child Care Provider (Care by a Relative or Care in the Child's Home or Recreational Programs) | Infant/Toddler | 120      | 120               | 120        | 120               | 120        |
| 3.00 1/1/2016   | Pre-School     | 120      | 120               | 120        | 120               | 120        |
|   | School-Age     | 120      | 120               | 120        | 120               | 120        |
|   |                |          |                   |            |                   |            |

| Half-lime Care - 16 to 34 hours/week  |                |          |                   |            |                   |            |
|---|----------------|----------|-------------------|------------|-------------------|------------|
|   |                | Eastern* | North<br>Central* | Northwest* | South<br>Central* | Southwest* |
|   | Infant/Toddler | 126      | 140               | 147        | 154               | 167        |
|   | Pre-School     | 98       | 109               | 115        | 120               | 131        |
| Licensed Family Child Care Provider (Infant & Toddler 3% and 10%) Others (3%) 1/1/2016                          | School-Age     | 87       | 97                | 103        | 108               | 117        |
| Unlicensed Family Child Care Provider (Care by a Relative or Care in the Child's Home or Recreational Programs) | Infant/Toddler | 72       | 72                | 72         | 72                | 72         |
| 3.00 1/1/2016   | Pre-School     | 72       | 72                | 72         | 72                | 72         |
|   | School-Age     | 72       | 72                | 72         | 72                | 72         |

| Against Time Care - 100 15 mon 5 moon   |                |          |                   |            |                   |            |
|---|----------------|----------|-------------------|------------|-------------------|------------|
|   |                | Eastern* | North<br>Central* | Northwest* | South<br>Central* | Southwest* |
|   | Infant/Toddler | 62       | 69                | 73         | 76                | 83         |
|   | Pre-School     | 49       | 55                | 58         | 60                | 66         |
| Licensed Family Child Care Provider (Infant & Toddler 3% and 10%) Others (3%) 1/1/2016                          | School-Age     | 44       | 49                | 51         | 54                | 58         |
| Unlicensed Family Child Care Provider (Care by a Relative or Care in the Child's Home or Recreational Programs) | Infant/Toddler | 36       | 36                | 36         | 36                | 36         |
| 3.00 1/1/2016   | Pre-School     | 36       | 36                | 36         | 36                | 36         |
|   | School-Age     | 36       | 36                | 36         | 36                | 36         |

(Connecticut's Child Care Assistance Program)
WEEKLY PROVIDER REIMBURSEMENT RATES

EFFECTIVE: January 1, 2017
Full-Time Plus Care - 51 to 65 hours/week

|            | 3.00 1/1/2017 | Unlicensed Family Child Care Provider ( by a Relative or Care in the Child's Home or Recreational Program)s | Licensed Family Child Care Providers (Infant & Toddler 3%) Others (3%) 1/1/2017 |            |                |                   | Quarter-Time Care - I to I5 hours/week |            | 3.00 1/1/2017 | Unlicensed Family Child Care Provider ( by a Relative or Care in the Child's Home or Recreational Program)s hant/Toddler | Licensed Family Child Care Providers (Infant & Toddler 3%) Others (3%) 1/1/2017 |            |                |                   | Half-Time Care - 16 to 34 hours/week |            | 3.00 1/11/2017 | Unlicensed Family Child Care Provider ( by a Relative or Care in the Child's Home or Recreational Program)s | Licensed Family Child Care Providers (Infant & Toddler 3%) Others (3%) 1/1/2017 |            |                |                   | Full-Time Care - 35 to 50 hours/week |            | 3.00  / /2017 | Unlicensed Family Child Care Provider ( by a Relative or Care in the Child's Home or Recreational Program)s Infant/Toddler | Licensed Family Child Care Providers (Infant & Toddler 3%) Others (3%) 1/1/2017 |            |                |                   |
|------------|---------------|---|---|------------|----------------|-------------------|--|------------|---------------|--|---|------------|----------------|-------------------|--------------------------------------|------------|----------------|---|---|------------|----------------|-------------------|--------------------------------------|------------|---------------|--|---|------------|----------------|-------------------|
| School-Age | Pre-School    | Infant/Toddler  | School-Age  | Pre-School | Infant/Toddler |                   |  | School-Age | Pre-School    | Infant/Toddler   | School-Age  | Pre-School | Infant/Toddler |                   |                                      | School-Age | Pre-School     | Infant/Toddler  | School-Age  | Pre-School | Infant/Toddler |                   |                                      | School-Age | Pre-School    | Infant/Toddler   | School-Age  | Pre-School | Infant/Toddler |                   |
| 36         | 36            | 36  | 45  | 51         | 64             | Eastern*          |  | 72         | 72            | 72   | 90  | 101        | 129            | Eastern*          |                                      | 120        | 120            | 120   | 137   | 147        | 190            | Eastern*          |                                      | 159        | 159           | 159  | 182   | 198        | 255            | Eastern*          |
| 36         | 36            | 36  | 51  | 56         | 71             | North<br>Central* |  | 72         | 72            | 72   | 100   | 113        | 144            | North<br>Central* |                                      | 120        | 120            | 120   | 152   | 163        | 211            | North<br>Central* |                                      | 159        | 159           | 159  | 203   | 219        | 283            | North<br>Central* |
| 36         | 36            | 36  | 53  | 60         | 76             | Northwest*        |  | 72         | 72            | 72   | 106   | 118        | 151            | Northwest*        |                                      | 120        | 120            | 120   | 160   | 171        | 221            | Northwest*        |                                      | 159        | 159           | 159  | 213   | 231        | 297            | Northwest*        |
| 36         | 36            | 36  | 55  | 62         | 79             | South<br>Central* |  | 72         | 72            | 72   | 111   | 124        | 158            | South<br>Central* |                                      | 120        | 120            | 120   | 168   | 180        | 233            | South<br>Central* |                                      | 159        | 159           | 159  | 224   | 242        | 312            | South<br>Central* |
| 36         | 36            | 36  | 60  | 68         | 86             | Southwest*        |  | 72         | 72            | 72   | 120   | 135        | 172            | Southwest*        |                                      | 120        | 120            | 120   | 182   | 195        | 252            | Southwest*        |                                      | 159        | 159           | 159  | 242   | 262        | 338            | Southwest*        |