

# CCPU SETTLEMENT PACKAGE

This settlement package proposal includes all resolved and unresolved items as of the date of this proposal. As a comprehensive settlement package, CCPU retains the right to revert to its most recent proposal prior to this package on each item included if the settlement package is rejected by the State.

- A. CCPU Economic Counter\* of ~~6/24/21~~ 6/25/21: Rate increase (State Counter of 6/15/21), ~~Differential and slots, Supplemental Rate Funding (State Counter of 6/25/21), Registration fees~~.
- B. Preservice and orientation: State Counter of 6/24/21
- C. Education and training: State Counter of 6/24/21
- D. Non-discrimination: State Counter 6/15/21
- E. Lists/Information: State Counter of 6/15/21
- F. License capacity increase: CCPU Counter of 6/25/21
- G. Rate/Quality structure review: CCPU Counter of 6/25/21
- H. Suspension/Expulsion: State Counter of 6/5/21
- I. Duration: ~~Included in CCPU Economic Counter~~ *states 6/15 pass* *TC 6/25 -CH TC 6/26 as*
- J. Propose TAs on:
  - a. Grievance Procedure: State Counter of 6/5/21
  - b. State's rights: State Proposal of 5/20/21 (with change in title) *6/26 as*
  - c. No strike: State Proposal of 5/20/2021
  - d. JLMC: CCPU Counter of 6/7/21
  - e. Incentive to Retain Licensed Providers: State Counter of 6/15/21
  - f. Health Benefits JLMC: State Counter of 6/15/21
  - g. Retirement JLMC: State Counter of 6/15/21
  - h. PTO JLMC: State Counter of 6/15/21
  - i. Payment Timeliness and Referral JLMC: State Counter of 6/15/21
  - j. Dues Deduction: State Counter of 6/15/21
- K. All TAs to date:
  - a. Parties/Preamble
  - b. Recognition
  - c. No reprisals, Savings
  - d. Individual Agreements
  - e. Entire Agreement
  - f. Legislation
  - g. Addenda



\*If at any time there is a need for any provider to update their rate sheet, they shall be afforded the opportunity to do so. Such updated rates shall be effective within sixty (60) days of their submission.

CCPU reserves the right to add, modify or delete any or all proposals throughout the course of negotiations with the State of California.

*TA'd 6/25/2021*  
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## Management Counter Proposal

Date: June 15, 2021

Subject:

TA'd 6/25/21  
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### RATES

For licensed family childcare providers:

- A. Emergency Stabilization Rate: Starting January 1, 2022, and through June 30, 2023, July 1, 2021, the State of California shall increase the current Regional Market Rate ceilings as established in Education Code Section 8357 and as applicable to alternative payment programs pursuant to Article 3 (commencing with Section 8220) of, and CalWORKs child care pursuant to Article 15.5 (commencing with Section 8350) of Chapter 2 of Part 6 of Division 1 of Title 1 of the Education Code, and the Emergency Child Care Bridge Program for Foster Children pursuant to Article 6 (commencing with Section 11461.6) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institutions Code, as those sections read on May 15, 2021, from their current level to at the 85th-75th percentile of the 2016 Regional Market Rate survey or the regional market rate ceiling that existed in that region on December 31, 2017, whichever is greater, to the 85th-75th percentile of the 2018 Regional Market Rate survey for that region, including hourly, daily, weekly, and monthly, for both full- and part-time reimbursement categories.

Rate Hold Harmless: Should this change result in a lower rate in any category for any licensed family childcare provider, the provider will continue to be reimbursed at the rate that existed on December 31, 2021.

- In instances where the change to the 2018 RMR ceiling would result in a less than 18% increase from current rates for any member of the bargaining unit, the rate increase shall be 18%. In no case shall this change result in a decrease in the reimbursement rate from the current level.

- B. For migrant child care and development programs pursuant to Article 6 (commencing with Section 8230) of, California state preschool programs pursuant to Article 7 (commencing with Section 8235) of, general child care and development programs pursuant to Article 8 (commencing with Section 8240) of, family child care home education networks pursuant to Article 8.5 (commencing with Section 8245) of, or child care and development services for children with special needs pursuant to Article 9 (commencing with Section 8250) of, Chapter 2 of Part 6 of Division 1 of Title 1 of the Education Code, as these sections read on May 15, 2021, who currently receive the rate established in Education Code Section 8265, as it read on May 15, 2021: Commencing January 1, 2022, and through June 30, 2023, the reimbursement rate shall be set at the greater of the



## Management Counter Proposal

75th percentile of the 2018 regional market rate survey or the per-child reimbursement amount as of December 31, 2021.

- C. For migrant child care and development programs pursuant to Article 6 (commencing with Section 8230) of, California state preschool programs pursuant to Article 7 (commencing with Section 8235) of, general child care and development programs pursuant to Article 8 (commencing with Section 8240) of, family child care home education networks pursuant to Article 8.5 (commencing with Section 8245) of, or child care and development services for children with special needs pursuant to Article 9 (commencing with Section 8250) of, Chapter 2 of Part 6 of Division 1 of Title 1 of the Education Code, as these sections read on May 15, 2021, who currently receive the rate established in Education Code Section 8265, as it read on May 15, 2021: Commencing July 1, 2021, these programs shall receive a cost of living adjustment to the reimbursement rates of 4.05 percent for the 2021-22 fiscal year, which would take the place of the cost of living adjustment specified in Education Code Section 42238.1 for the 2021-22 fiscal year.

*For license-exempt family childcare providers:*

- D. Starting January 1, 2022, and through June 30, 2023, license-exempt family childcare provider rates shall be increased from up to 70 percent of the licensed family daycare home rate established pursuant to the 75th percentile of the 2016 regional market rate survey, to 70 percent of the licensed family daycare home rate established pursuant to the 75th percentile of the 2018 regional market rate survey for that region or the regional market rate ceiling that existed in that region on December 31, 2017, whichever is greater, including hourly, daily, weekly, and monthly, for both full- and part-time reimbursement categories.

~~Move the current reimbursement ceilings to 70% of the 85th percentile of the 2018 Regional Market survey for licensed providers.~~

- ~~• License exempt providers shall receive 70% of the licensed rate in both full and part-time reimbursement categories.~~

Provider Survey:

In addition to any requirements regarding an updated provider rate sheet as required pursuant to Title 5 of the California Code of Regulations Sections 18224, 18413, and 18428 and any other applicable law, family childcare providers (provider) will be required to provide the following information via an application or survey, in order to receive a rate increase, and in accordance with federal requirements for American Rescue Plan Act Child Care Stabilization Funds:

- Provider address, including zip code:

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## Management Counter Proposal

- Race and ethnicity of family childcare provider;
- Gender of family childcare provider;
- Whether the provider is open and available to provide child care services or closed due to the COVID-19 public health emergency;
- What types of federal relief stipends have been received from the State;
- How funds were used; and
- Documentation to show the provider met required certifications as federally required.

### *Rate reimbursement:*

~~Providers shall be reimbursed based on enrollment.~~

### *Adjustment Factors Posting:*

These adjustment factors, along with the reimbursement rate categories contained in 5 CCR § 18075, shall be posted on the state-administered websites that list RMR ceilings.

### *AP voucher slots and expansion of service:*

~~Effective July 1 2021, the state shall increase and fund the number of AP voucher slots to two hundred thousand (200,000) total slots.~~

~~Effective July 1, 2022 Increase and fund the minimum number of AP voucher slots by at least 20,000 for a total number of at minimum 220,000 available AP voucher slots~~

### *Incentive to obtain a license and retain licensed providers:*

State's counterproposal is attached.

### *Reopener:*

~~In the second year of this Agreement (July 1, 2022 – June 30, 2023) the parties agree to reopen negotiations on the following items: rates, healthcare, retirement and PTO. The parties agree to commence these reopener negotiations no later than January 1, 2022.~~

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## State Counter Proposal #1

Date: June 25, 2021

Subject:

### SUPPLEMENTAL RATE FUNDING

Effective January 1, 2022, the state will appropriate one-hundred ~~forty~~-forty-four million and five-hundred thousand dollars (~~150,000,000~~ \$144,500,000) per fiscal year, a total of ~~three-hundred~~ two-hundred eighty-nine million dollars (~~\$300,000,000~~ 289,000,000) over the term of 24 months from January 1, 2022, to be used as an upfront down payment and ongoing investment in addressing equity in, and increasing, reimbursement rates for all childcare providers covered by this Agreement and as anticipated in the Rate and Quality Systems Structure Review section of this Agreement. Use of the funding may be for monthly rate adjustments or lump bonuses at the discretion of CCPU. The methodology established by CCPU with technical assistance by the state to determine use of this funding shall be subject to review and approval by the state to ensure it is feasible to implement.

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Obsett

TA'd 6/26/21  
Alex  
Lambert

### State Counter Proposal #3

Date: June 24, 2021

Subject:

#### Preservice Meetings and Orientations

In accordance with Section 8439.6 of the Education Code, the state or a department, contractor, subcontractor, or political subdivision of the state shall notify the Child Care Providers United (CCPU) at least 10 days prior when possible or as soon as a meeting or orientation is scheduled. CCPU shall be provided access to the entirety of all online or in-person preservice meetings or orientations for family childcare providers conducted at the local level at the discretion of County Welfare Departments (CWDs) and local contracting agencies, such as but not limited to an Alternative Payment Program (APP), Family Child Care Home Education Network (FCCHEN), and Resource and Referral Agency (R&R), or by the CDSS Community Care Licensing Division (CCLD) Child Care Licensing Program pursuant to Health and Safety Code Section 1596.845. Such CCPU access shall include, and not be limited to, the ability to make a presentation about CCPU and its activities, its negotiations and memorandum of understanding, and membership.

- A. For live preservice meetings or orientations, whether conducted in-person or remotely, the CCPU shall be provided the opportunity to make presentation at a time provided by the entity conducting the preservice meeting or orientation. ~~presentation shall be scheduled to occur during the middle of the mandatory part(s) of preservice meetings or orientations at a time provided by the entity conducting the preservice meeting or orientation.~~ There shall be a minimum of thirty (30) minutes provided for the CCPU presentation. The entities conducting pre-service meetings and orientations are encouraged to consider scheduling CCPU toward the middle of the orientations to maximize CCPU-attendee participation.

#### A. Online

1. At its discretion, CCPU may create and provide a recorded presentation, which may be amended as determined by CCPU, to the state or a department, contractor, subcontractor, or political subdivision of the state offering online preservice meetings or orientations. When CCPU provides such a recorded presentation, it shall be included as part of all preservice meetings and orientations.
2. CCPU may also, at its discretion, have a representative or representatives in attendance for the entirety of online preservice meetings or orientations during the allotted 15 minutes at the end of the preservice meeting or orientation. Such representative(s) shall be provided the opportunity to make presentations, whether or not CCPU has provided a recorded presentation.

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John

TA'd 6/26/21  
Alexa

### State Counter Proposal #3

Upon the request of CCPU, the parties will also share the backend data of who participated, how they answered poll questions, etc. as deemed permissible to share.

#### B. In-person

1. CCPU may bring any concerns regarding Preservice Meetings and Orientations to the JLMC established in Article XX of this Agreement. In-person preservice meetings and orientations shall resume as soon as it is feasible.
2. ~~The parties agree to continue to meet and confer regarding CCPU access to, and participation in, in-person preservice meetings and orientations.~~

#### C. Lists of Participants

~~The state or a department, contractor, subcontractor, or political subdivision of the state will provide CCPU with the names and contact information of the providers expected to attend at least 48 hours before the online or in-person preservice meetings and orientations are held.~~

Upon completion of any online or in-person preservice meetings and orientations, CCPU shall be provided with a list of providers who attended such meetings or orientation trainings in the event a preservice meeting or orientation is scheduled for current providers. For preservice meetings or orientations held for prospective providers, CCPU shall be provided with a list of attendees unless an individual has requested not to have their information shared with CCPU.

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June 24, 2021

Subject:

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## ARTICLE XX: TRAINING AND WORKFORCE PATHWAYS

### SECTION XX.1: CCPU/STATE OF CALIFORNIA JOINT TRAINING PARTNERSHIP

#### Training Fund and Contribution

To expand and strengthen training opportunities for family childcare providers, the parties agree to establish a Training Partnership Fund to be known as the Joint CCPU/State of California Training and Education Partnership Fund (the "Fund") to be established for the purpose of creating a program for addressing the workforce needs of the state of California as well as the career, knowledge, and skill aspirations of all family childcare providers. The State shall contribute appropriate one-time forty million dollars (\$40,000,000) for this purpose upon the to the Fund within 90 days following the upon ratification of this Agreement. Allocated funding must be liquidated by September 30, 2022; any unliquidated funds as of September 30, 2022, shall revert to the State for investment in existing workforce pathways or professional development projects.

Specifically, the training supported by the Fund shall be determined by the committee described below and will include, but not be limited to, the following:

1. The cognitive, social, emotional, and physical development of children and approaches to learning.
2. Trauma-informed practices and care.
3. Family engagement.
4. Dual language learners.
5. Racial and Cultural Diversity
6. Apprenticeships, Pre-apprenticeships, and On-the-Job Learning programs
7. Additional topics, such as can include small business operations, learning approaches for special needs children, evidence-based curriculum, design and layout of child care spaces, self-care, and development of FCC providers as mentors.

Appropriate uses for the Fund shall also include training and professional development expenses; computers, books and other equipment to facilitate learning; coaching, mentors and other staff; Fund set-up and implementation; and monetary incentives for completed training, education, and other degree requirements, subject to the ARPA Stabilization funding requirements.



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a A**Training Fund Committee**

The parties agree to establish a Joint Labor Management Committee (JLMC) to determine how the appropriated funds will be utilized in accordance with the intent provided above, and to discuss access to current and proposed trainings for family childcare providers. The State and CCPU shall jointly determine the size and composition of the Committee; the Committee shall, at a minimum, include representatives of the State and CCPU, and may also include additional experts and/or stakeholders as deemed necessary and mutually agreed upon. The JLMC will consult with entities named in Education Code section 8439.8, as that section read on June 15, 2021. The JLMC shall meet at least monthly unless otherwise agreed to by both parties. The dates and times of meetings shall be mutually determined by the members of the JLMC.

The JLMC may provide a report to the ~~Director of the California~~ Department of Social Services and California Department of Education of the JLMC's recommendations for potential changes to current training requirements and/or for new training requirements for family child care providers, including, but not limited to, improving communication, coordination, accessibility, and support around existing training, education, and quality improvement training; developing new trainings and/or making changes to existing trainings, if such needs are identified; expanding access to and availability of existing and/or new trainings; developing and modifying existing training requirements providers need to complete and any other topics that support providers in promoting the health, safety, and development of children in care and improve upon the quality of care services for families.

The JLMC shall determine how to ensure CCPU represented providers have full access to the Quality Counts California Workforce Pathways Grants and any other training programs that CDSS or CDE creates, develops or augments during the term of this agreement.

The intent of all training, education, and professional development opportunities is to maximize participation for providers and their staff's participation and reduce cost and other obstacles to participation.

~~The parties agree that all current mandatory trainings (we will name them here) shall be provided to all bargaining unit members and their assistants at no cost to providers. There shall be no further mandatory training or professional development requirements except by mutual agreement between CCPU and the State.~~

**SECTION XX.2 TRAINING REGISTRY**

Family childcare providers shall be encouraged to register with a central training registry to be determined by the Department of Social Services. The State and CCPU agree to encourage the use of, and promote, the services of the training registry. The Training JLMC shall receive at least monthly reports from the registry to better understand training utilization.



## Management Counter Proposal #2

Date: June 15, 2021

Subject:

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### NON-DISCRIMINATION

The parties agree that a state agency or department charged with the administration of any state-funded early care and education program will not discriminate against a family child-care childcare provider because of that person's actual or perceived race, color, creed, religion, sex/gender, national origin, ancestry, physical disability, mental disability, medical condition, HIV/AIDS status, genetic information, marital status, age, political affiliation or opinion, gender identity, gender expression, sexual orientation, military or veteran status, or other protected category under the law. ~~Allegations that allege violation of this provision may be brought to the Joint Labor Management Committee provided for in Article XX to discuss CCPU's concerns related to inequitable impacts of policies and practices of a state-funded early care and education program.~~

A family childcare provider may file a complaint with any entity or jurisdiction vested with investigating and addressing such matter, including, but not limited to, the Department of Fair Employment and Housing (DFEH), the federal Equal Employment Opportunity Commission (EEOC), and the Equal Employment Opportunity Offices of the Department of Social Services, Department of Education, or a local agency that administers a state-funded early care and education program.

Nothing in this provision changes the family childcare providers' status as employees or independent business owners or classifies family childcare providers as public employees. This provision does not, for any purpose, create an employer-employee relationship between family childcare providers and the state, any agency or department of the state, any political subdivision of the state, or a contractor or subcontractor administering a state-funded early care and education program.

This section shall not be subject to the Grievance and Arbitration Procedure of this Agreement.

Alleged violations of this section may be brought to the Joint Labor Management Committee provided for in Article XX to assess, if any, inequitable impacts of the policies and practices of a state-funded early care and education program.

~~This provision shall not be construed to interfere or limit a provider's right to file complaints with an entity or jurisdiction vested with investigating and addressing such~~



## Management Counter Proposal #2

matter, including but not limited to the Department of Fair Employment and Housing (DFEH), and/or the Federal Equal Employment Opportunity Commission (EEOC).

Nothing in this provision changes the family childcare providers' status as employees or independent business owners, or classifies family childcare providers as public employees.

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## Management Counter Proposal

Date: June 15, 2021

Subject:

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### Lists-Provider Information

The State will provide the Union with a list of Family Childcare Providers electronically on a monthly basis by the fifth (5th) business day of each month. This list will include:

- A. Month in which the service was provided;
- B. Name of all family childcare providers ~~bargaining-unit members~~ who were paid a subsidy or subsidies in the previous calendar month
- C. Mailing and home address, including county
- D. Cell and work telephone number
- E. Email address, if known
- F. Whether the provider is license-exempt or licensed by the California Department of Social Services
- G. If licensed, state facility license number, ~~names of all licensees~~, ~~facility name~~, and license ~~facility status~~
- H. Primary language used, if known
- I. Contractor(s), subcontractor(s), agency(ies), or political subdivision(s) of the state administering the state-funded early care and education program in which the provider participates
- J. Unique provider identification number, when available, ~~or date of birth~~
- K. ~~Amount(s) of subsidy payment(s)~~
- L. ~~Number of units billed; type of units billed (month, week, day or hour and any adjustment factors)~~
- M. ~~Number of children billed; and~~
- N. ~~Amount of Union dues or other deductions authorized by Provider to the Union that were deducted from the Provider's payment(s).~~

To the extent to which any information above is being maintained as unique fields (for example, street address, city, and zip in separate fields), then such data shall be transmitted in existing field format.



## CCPU Counter Proposal

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June 25, 2021

### CAPACITY

The Master Plan for Early Learning and Care lifts up the need to maximize accessibility and options for families by expanding child care supply, pointing out that equitable access to early learning and care depends upon families having a choice of program settings near their homes or work. Furthermore, child care options are limited as parents return to work, with the expansion of child care slots, and are even more limited for parents seeking care in nonstandard hours.

Further, it is the intent of CCPU and the State of California to establish a Joint Labor Management Committee (JLMC) that will review issues related to addressing child care deserts and meeting the additional child care capacity necessary to serve families as California increases subsidized child care investment in part by exploring topics related to the maximum number of children for whom a licensed family childcare providers is authorized to provide care, also known as "licensed capacity". The JLMC shall conform to the standards established in Section XX - Joint Labor Management Committees JLMCs. The State and CCPU share a the goals of improving how current guidelines impact families and providers to maximize and maximizing licensed child care capacity while offering high quality child care and early education and benefiting families' well being, and will develop a joint proposal to do so. Topics to discuss include, and are not limited to:

- A. addressing barriers that prevent small licensed ~~providers~~ family daycare homes from converting moving to large licensed family daycare homes,
- B. revisiting the age definition of infants and other children,
- C. exploring increases to family daycare home ~~child care~~ licensed capacity,
- D. discussing grace periods to licensing ratios for parents who are late for pickups to improve equitable access for families using nonstandard hour care, and
- E. waiver to capacity limits if needed to provide care for siblings in the same family.

The JLMC will meet at least ~~twice monthly, in order to reach a final agreement by July 1, 2022,~~ and will consult with the California Department of Social Services (CDSS) Child Care Licensing Program representatives from licensing, subject matter experts such as the like-Child Care Law Center, parent groups such as the like-Parent Voices, the R&R

California Resource & Referral Network, and other appropriate stakeholders. The State and CCPU agree to work to implement any joint recommendations from this ILMC may propose with California Department of Education and CDSS leadership. Joint recommendations may only be reached by mutual agreement.

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CCPU reserves the right to add, modify or delete any or all proposals throughout the course of negotiations with the State of California.

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June 24, 2021

## RATE AND QUALITY SYSTEMS STRUCTURE REVIEW

The State and CCPU shall establish a JLMC to create a single reimbursement rate structure that addresses quality standards for equity and accessibility to all family childcare providers and supports positive learning and developmental outcomes for children.

The new rate structure should further the progress made with the Supplemental Funding in article XX of this agreement regarding the ongoing costs of providing quality family child care, meeting families' unmet child care needs, and changes needed to reimbursement rates and benefits to address providers' actual cost of care and address systemic inequities.

The new rate structure shall be presented to the Department of Finance for inclusion in the Governor's Proposed Budget presented to the Legislature by January 2023. The new rate structure would thereafter be adjusted through collective bargaining.

~~The State and CCPU shall establish a JLMC to make recommendations to further the progress made with the Supplemental Fund in article XX of this agreement regarding the ongoing costs of providing quality family child care, meeting families' unmet child care needs, addressing the inequities that families face accessing affordable child care and providers face providing care, and changes needed to ensure that reimbursement rates and benefits meet providers' actual cost of care and address systemic inequities.~~

~~The JLMC shall address quality standards for equity and accessibility to all family childcare providers and supporting positive learning and developmental outcomes for children, as well as the structure of a single reimbursement rate structure for subsidized child care and development programs, including, but not limited to, the Regional Market Rate (RMR) (established in Education Code Section 8357), rate adjustment factors (established in Education Code Section 8265.5), equity and accessibility, and other factors that impact family childcare providers.~~

The State and CCPU shall jointly determine the size and composition of the JLMC; the JLMC shall, at a minimum, include representatives of the State and CCPU, and shall also invite additional experts and/or stakeholders as deemed necessary and mutually agreed upon. The State will dedicate staff to support the work of the JLMC. The State

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shall secure a contractor, in consultation with the JLMC, to develop recommendations for rate reform and changes to the system of quality projects and programs.

The JLMC will meet initially within 90 ~~30~~ days of ratifying this Agreement and no less than once per month thereafter. ~~Before the expiration of this Agreement, if there is consensus from the JLMC to issue recommendations, the JLMC shall provide a report of their findings to the Director of the Department of Social Services~~

CCPU reserves the right to add, modify or delete any or all proposals throughout the course of negotiations with the State of California.

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## Management Counter Proposal

Date: June 5, 2021

Subject:

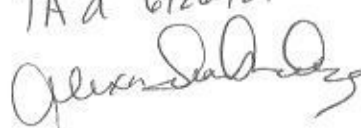
### SUSPENSION AND EXPULSION

The ~~CDSS~~ State and CCPU agree to establish a Joint Labor Management Committee (JLMC) to ~~discuss~~ evaluate the suspension and expulsion practices among family childcare providers and make recommendations for potential changes related to prohibiting the expulsion or suspension of a child by a family childcare provider, including access to sufficient resources and/or training for providers and parents to work with all children. In doing so, the JLMC will consider Education Code section 8239.1.

~~CDSS~~ The State and CCPU shall jointly determine the size and composition of the Committee; the Committee shall, at a minimum, include representatives of the State and ~~CCPU~~ the Union, and may also include additional experts and/or stakeholders as deemed necessary and mutually agreed upon.

~~No later than six months~~ At any time before the expiration of this Agreement, the committee may ~~provide~~ decide to publish a report of their findings and recommendations ~~to the Director of the Department of Social Services.~~

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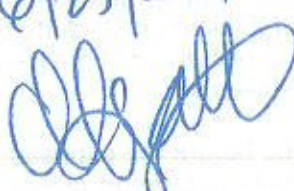
## Management Counter Proposal

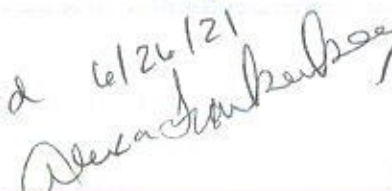
Date: June 15, 2021

Subject:

### DURATION

This Collective Bargaining Agreement between CCPU and the State of California shall be effective from the date ~~we achieve a final settlement on all terms and conditions of full ratification~~ and shall remain in full force and effect until July 1, 2023 ~~or two years from the date it was ratified, whichever comes later.~~

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## Management Counter Proposal #3

Date: June 5, 2021

Subject: Grievance Process

### GRIEVANCE AND ARBITRATION PROCEDURE

#### I. Purpose


- A. This grievance procedure shall be used to process and resolve grievances arising under this Agreement. Nothing in this procedure shall preempt or otherwise prohibit the parties from engaging in other dispute resolution procedures established by law.
- B. The purposes of this procedure are:
  - 1. To resolve grievances informally at the lowest possible level.
  - 2. To provide an orderly procedure for reviewing and resolving grievances promptly.

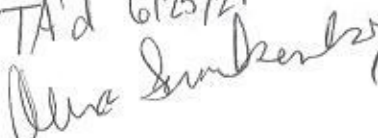
#### II. Definitions

- A. A grievance is a dispute between one or more of the parties below involving the interpretation, application, or enforcement of the express terms of this Agreement ~~or other disputes regarding established law, policy or practices relating to the scope of representation as defined by Education Code section 8434.5 (a).~~ Decisions or actions taken by the state that are not contained in this Agreement are not subject to the grievance and arbitration procedures.
- B. As used in this procedure, the term "party" means CCPU, a child care provider, the State, the Department of Social Services, the Department of Education, or County Welfare Departments, and local contracting agencies. "Department" means either the Department of Social Services or Department of Education depending on the nature of the dispute and the appropriate entity to address the matter.

#### III. Time Limits

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure. However, with the mutual consent of the parties, the time limitation for any step may be extended.

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## Management Counter Proposal #3

### IV. Waiver of Steps

The parties may mutually agree to waive any step of the grievance procedure, including ~~advancing the matter to CalHR.~~

### V. Presentation

At any step of the grievance procedure, a party may request a grievance conference. Grievances may not be amended unless by mutual consent once filed at the formal level.

### VI. Informal Discussion

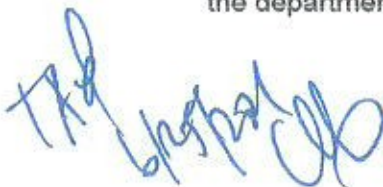
Disputes shall be initially discussed with the applicable parties, and the respondent shall respond in writing within seven calendar days of the discussion.

### VII. Formal Grievance – Step 1

- A. If an informal grievance is not resolved to the satisfaction of the grievant, or the grievant fails to receive a timely response at the informal level as specified above, ~~the written response at the initial level~~, a formal grievance may be filed no later fourteen (14) calendar days after the child care provider receives the informal grievance response or the applicable due date if there is no response.
- B. A formal grievance shall be initiated in writing and shall be filed with the local agency. Said grievance shall include a statement as to the alleged violation; the specific act(s), dates, and times causing the alleged violation; any names of individuals involved; the specific article of this Agreement allegedly violated; any steps already taken to resolve the matter; and the specific remedy or remedies being sought.
- C. Within fourteen (14) calendar days after receipt of the formal grievance, the person designated as the first formal level of appeal shall respond in writing to the grievant. A copy of the written response shall be sent concurrently to CCPU by the designee.

### VIII. Formal Grievance – Step 2

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 1, or does not receive a timely decision as specified above, the grievant may appeal the decision within fifteen (15) calendar days after receipt, or the applicable due date if there is no response, to the person designated as the applicable department's formal level of appeal.
- B. Within ~~fifteen (15)~~ thirty (30) calendar days after receipt of the appealed grievance, the department designee shall respond in writing to the grievance. A copy of the written response shall be sent concurrently to CCPU and CalHR by the department designee.



TA'd  
6/26/21 qk



### Management Counter Proposal #3

#### IX. Formal Grievance – Step 3

- A. If the grievance is not resolved at Step 2, within thirty (30) calendar days after receipt of the second level response, ~~the Union~~ CCPU shall have the right to submit the grievance to arbitration by making the request to CalHR. If the grievance is not submitted to arbitration within thirty (30) calendar days after receipt of the third level response, it shall be considered withdrawn.
- B. Within fifteen (15) calendar days after the notice requesting arbitration has been served on the State, ~~the Union~~ CCPU shall contact the State to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator within ~~fifteen (15)~~ forty-five (45) calendar days after the request to select an arbitrator has been served, ~~the Union~~ CCPU may request the State Mediation and Conciliation Service or the Federal Mediation and Conciliation Service to submit to both parties a panel of nine (9) arbitrators. Within fifteen (15) calendar days after receipt of the panel of arbitrators from the State Conciliation and Mediation Service or the Federal Mediation and Conciliation Service, ~~the Union~~ CCPU shall contact the State in writing and request to strike names from the panel. The parties shall have ten (10) business days to meet and alternately strike names until only one name remains and this person shall be the arbitrator.
- C. CCPU shall have one hundred eighty (180) calendar days after appealing the grievance to request in writing to strike for arbitrators. If the request to strike arbitrators is not made within one hundred eighty (180) calendar days, the grievance shall be considered withdrawn and CCPU may not proceed to arbitration.
- D. The arbitration hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The cost of arbitration shall be borne equally between the parties unless the parties mutually agree to a different arrangement.
- E. An arbitrator may, upon request of ~~the Union~~ CCPU and the State, issue the arbitrator's decision, opinion, or award orally upon submission of the arbitration. Either party may request that the arbitrator put the arbitrator's decision, opinion, or award in writing and that a copy be provided.
- F. The arbitrator shall not have the power to add to, subtract from, or modify this Agreement. Only grievances as defined in this section shall be subject to arbitration. In all arbitration cases, the award of the arbitrator shall be final and binding upon the parties.

TA'd 6/26/21  
AS

TA'd 6/26/21  
AS

## Management Proposal

Date: May 20, 2021

Subject:

### STATE'S RIGHTS

Change title AA 6/26

All State rights and functions, except those which are expressly abridged by this Agreement, shall remain vested with the State. Nothing in this MOU is intended to change or interfere with the requirements governing licensing or enforcement thereof set forth in the California Child Day Care Facilities Act (Chapter 3.4 (commencing with Section 1596.70), Chapter 3.5 (commencing with Section 1596.90), and Chapter 3.6 (commencing with Section 1597.30) of Division 2 of the Health and Safety Code) and California Code of Regulations (Title 5). Nothing in this MOU is intended to interfere with the ability of the State, the State Department of Education, the State Department of Social Services, another department or agency, or a political subdivision of the State to comply with the requirements of federal grants or federal funding.

The rights of the State include, but are not limited to the exclusive right to establish the State's missions, programs, objectives, activities, and priorities in accordance with applicable federal and state law; plan, direct, and control the use of resources to achieve the State's missions, programs, objectives, activities, standards, guidance, and priorities for state-funded early care and education programs; take all necessary actions to carry out its mission in emergencies; maintain and promote the efficiency of public operations entrusted to the State; to adopt, amend, or repeal in accordance with Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code any rules and regulations which may be necessary to carry out its duties.

TRD Upson  
[Signature]

TA'd 6/26/21  
Alexa Frankenberg



## Management Proposal

Date: May 20, 2021

Subject:

### NO STRIKE

During the term of this Agreement, neither CCPU, including its agents and staff, nor any family childcare provider, for any reason, will authorize, instigate, institute, aid, condone, or engage in a work slowdown, work stoppage, strike, sympathy strike, unfair labor practice strike, or any other interference with state-subsidized child care.

CCPU shall notify all of its officers, agents, staff, and all family childcare providers of their obligation and responsibility to maintain compliance with this section, including the responsibility to continue providing state-subsidized child care during an interruption which may be caused or initiated by others, and to encourage providers violating this section to resume providing state-subsidized child care.

Nothing in this section shall be construed to prohibit a licensed family daycare home from discharging, suspending, demoting, or otherwise disciplining any of its employees who violate this section.

Nothing in this section shall be construed to limit the ability of the State Department of Social Services from taking any action to ensure the health and safety of children in care pursuant to the Child Day Care Facilities Act (Chapter 3.4 (commencing with Section 1596.70), Chapter 3.5 (commencing with Section 1596.90), and Chapter 3.6 (commencing with Section 1597.30) of Division 2 of the Health and Safety Code).

TR'd 6/26/21  
Alexa

TA'd 6/26/21  
Alexa

## CCPU Proposal

Date: June 7, 2021

Subject:

### JOINT LABOR MANAGEMENT COMMITTEES

- A. The State and CCPU encourage the use of Labor Management Committees to address issues of mutual concern in a problem-solving context. Upon request of either party, a Joint Labor Management Committee (JLMC) shall be established to address specific or ongoing issues.
- B. An established JLMC shall adhere to the following guidelines unless otherwise expressly modified by this Agreement:
  1. The JLMC will consist of equal reasonable number of state representatives selected by the state and CCPU representatives selected by CCPU.
  2. JLMC recommendations, if any, will be advisory in nature.
  3. JLMC meetings shall not be considered contract negotiations and shall not be considered a substitute for the grievance procedure.
  4. Dates and times of meetings and agendas of the JLMC's shall be mutually determined by the members of the JLMC.

TA'd 6/24/21  
Alexa Sanku

TA'd 6/24/21  
Alexa Sanku



## Management Counter Proposal #2

Date: June 15, 2021

Subject:

### INCENTIVE TO RETAIN LICENSED PROVIDERS

The State shall appropriate three million one hundred and sixty thousand dollars (\$3,160,000) one-time for the purpose of providing incentive payments to family child care providers who become and remain licensed, as outlined below.

When any unlicensed ~~provider~~ individual obtains a Family Daycare Home license on or after June 28, 2021, and has maintained an active license for twelve (12) consecutive months, such provider shall receive a one-time incentive payment in the amount of five hundred dollars (\$500) to be distributed by the State Department of Social Services. These incentive payments shall be provided to the extent that appropriated ~~allocated~~ funds are available or until June 30, 2023, whichever comes first.

TR'd 6/15/21  
[Signature]

TR'd 6/26/21  
[Signature]

## Management Counter Proposal

Date: June 15, 2021

Subject:

### HEALTH BENEFITS STANDING JLMC

The State and CCPU agree to establish a standing Health Benefits Joint Labor Management Committee (JLMC) to discuss access to quality affordable healthcare benefits for all CCPU bargaining unit members. The committee shall work towards joint recommendations on how achieve access to quality affordable healthcare including any immediate steps that may be taken to begin supporting those providers that currently do not have access to high-quality healthcare or may not be able to afford it. The first task of the committee shall attempt to make recommendations on what could be done to immediately improve access to healthcare for providers in time to be considered by the current legislative cycle that ends on September 10, 2021. The State and CCPU agree to work in partnership to execute any joint recommendations this JLMC may propose. Joint recommendations may only be reached by mutual agreement.

The Health Benefits JLMC shall meet ~~as often as necessary to achieve its objectives~~ with a minimum of one meeting a month with its initial meeting occurring no later than July 15, 2021.

The State and CCPU shall jointly determine the size and composition of the Committee; the Committee shall, at a minimum, include representatives of the State and CCPU, and may also include additional experts and/or stakeholders as deemed necessary and mutually agreed upon.

TA'd 6/25/21  
Abigail

TA'd 6/26/21  
Quinn



## Management Counter Proposal

Date: June 15, 2021


Subject:

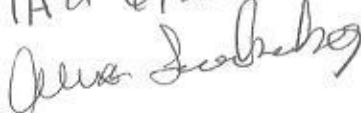
### STANDING RETIREMENT BENEFITS JLMC

The State and CCPU agree to establish a standing Retirement Benefits Joint Labor Management Committee (JLMC) to discuss access to retirement benefits for all CCPU bargaining unit members. The committee shall work towards joint recommendations on how to provide access to retirement benefits for providers including any immediate steps that may be taken to begin supporting those providers that currently have been providing care and early education to children for an extended period of time. The first task of the committee shall be to attempt to make recommendations on what could be done to immediately improve access to retirement benefits for providers in time to be considered by the current legislative cycle that ends on September 10, 2021. The State and CCPU agree to work in partnership to execute any joint recommendations this JLMC may propose. Joint recommendations may only be reached by mutual agreement.

The Retirement Benefits JLMC shall meet ~~as often as necessary to achieve its objectives with~~ a minimum of one meeting a month with its initial meeting occurring no later than July 15, 2021.

The State and CCPU shall jointly determine the size and composition of the Committee; the Committee shall, at a minimum, include representatives of the State and CCPU, and may also include additional experts and/or stakeholders as deemed necessary and mutually agreed upon.

TRD 6/15/21  


TA'd 6/26/21  


## Management Counter Proposal

Date: June 15, 2021

Subject:

### PAID TIME OFF STANDING JLMC

The State and CCPU agree to establish a standing Paid Time Off Joint Labor Management Committee (JLMC) to discuss access to meaningful Paid Time Off for all CCPU bargaining unit members. The committee shall work towards joint recommendations on how to ensure providers have access to meaningful paid time off so they can rest and recover from illness when necessary. The first task of the committee shall be to attempt to make recommendations on what could be done to immediately increase any current paid time off for providers in time to be considered by the current legislative cycle that ends on September 10. The State and CCPU agree to work in partnership to execute any joint recommendations this JLMC may propose. Joint recommendations may only be reached by mutual agreement.

The Paid Time Off standing JLMC shall meet ~~as often as necessary to achieve its objectives with~~ a minimum of one meeting a month with its initial meeting occurring no later than July 15, 2021.

The State and CCPU shall jointly determine the size and composition of the Committee; the Committee shall, at a minimum, include representatives of the State and CCPU, and may also include additional experts and/or stakeholders as deemed necessary and mutually agreed upon.

TAD 6/15/21  
[Signature]

TAD 6/26/21  
Alexa Frankling



## Management Counter Proposal

Date: June 15, 2021

Subject:

### PAYMENT TIMELINESS AND REFERRAL PROCESS JLMC

The State and CCPU agree to establish a standing payment timeliness and referral process Joint Labor Management Committee (JLMC) to discuss the following topics:

- How to improve the referral processes of political subdivisions, contractors, or subcontractors charged with the administration of a state-funded early care and education program, as defined in subdivision (f) of Section 8431 of the California Education Code.
- Information to be Included with payments to providers.
- Improve the current practices so providers receive timely, regular and accurate payments for care provided.
- Improve current practices so providers can be made whole expediently when underpayments occur.
- Create a fair process to resolve overpayment issues.

The committee shall work towards joint recommendations on the topics listed above. The first task of the committee shall be to attempt to make recommendations on what could be done to immediately fix any issues and barriers to providers receiving timely payments as well as a clearer and more streamlined referral process. The State and CCPU agree to work in partnership to execute any joint recommendations this JLMC may propose. Joint recommendations may only be reached by mutual agreement.

The Payment timeliness and Referral process JLMC shall meet ~~as often as necessary to achieve its objectives with~~ a minimum of one meeting a month with its initial meeting occurring no later than July 15, 2021.

The State and CCPU shall jointly determine the size and composition of the Committee; the Committee shall, at a minimum, include representatives of the State and CCPU, and may also include additional experts and/or stakeholders as deemed necessary and mutually agreed upon.

Adrian G. [Signature]  
[Signature]

TA'd 6/26/21  
[Signature]

## Management Counter Proposal #2

Date: June 15, 2021

Subject:

### DUES DEDUCTION

The parties agree to establish a Joint Labor Management Committee (JLMC) to facilitate the obligation as set forth in Education Code section 8436. The JLMC will explore and determine a process by which membership dues may be automatically deducted and remitted to CCPU. The JLMC shall meet at least every two weeks once per month until automatic dues deductions are implemented. The JLMC will consist of equal reasonable number of state representatives selected by the state, and CCPU representatives selected by CCPU. The dates and times of meetings shall be mutually determined by the state and CCPU. Nothing in this section shall prohibit CCPU from unilaterally taking steps to implement the provisions of Education Code section 8436.

TA'd 6/26/21  
Alex

TA'd 6/26/21  
Alex



## Management Counter Proposal

Date: January 21, 2021

Subject:

### ~~PARTIES TO THIS AGREEMENT~~

~~This agreement is made by and between the State of California (hereinafter referred to as "the~~

~~State") and Child Care Providers United (hereinafter referred to as "CCPU" or "the Union").~~

### PREAMBLE

This Memorandum of Understanding (MOU or Agreement) is entered into by the STATE OF CALIFORNIA, including the State Department of Education, the State Department of Social Services, any other state department or agency, any contractors or subcontractors, and any political subdivisions of the state that are administering a state-funded early care and education program (hereinafter referred to as the State), and CHILD CARE PROVIDERS UNITED (CCPU or Union), pursuant to the Building a Better Early Care and Education System Act (the Act), Education Code section 8430 et seq.

The Act has the purpose to promote quality, access, and stability in the early care and education system by authorizing an appropriate unit of family childcare providers to choose a provider organization to act as their unit's representative on all matters specified in the Act; and to promote full communication between family childcare providers and the state by permitting a provider organization certified as the representative of family childcare providers to meet and confer with the state regarding matters within the scope of representation and other areas as mutually agreed upon in negotiations.

TA'd 6/26/21  


TA'd 6/26/21  
Alexa Sankarby

## Management Counter Proposal

Date: January 21, 2021


Subject:

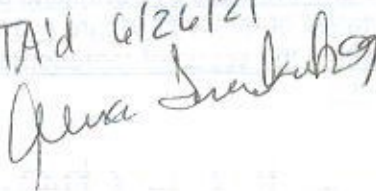
### RECOGNITION

~~The State recognizes CCPU as the exclusive representative for all family childcare providers. The bargaining unit is a statewide unit of all childcare providers who participate in a state-funded early care and education program, and shall include both licensed and providers who are exempt from licensing (family, friend, & neighbor providers).~~

Pursuant to the Public Employment Relations Board Certification SA-PC-1-N, the State recognizes Child Care Providers United (CCPU) as the certified provider organization as defined by Education Code section 8431, subdivision (a), and as the exclusive negotiating agent for all family childcare providers as defined by Education Code section 8431, subdivision (b).

Pursuant to Education Code section 8435 and Government Code section 19815.4, subdivision (i), CCPU recognizes the Director of the California Department of Human Resources or their designee as the Governor's designated representative for meeting and conferring as prescribed in the Act, and shall negotiate exclusively with the Director or their designee, except as otherwise specifically provided for herein.

TA'd 6/26/21  


TA'd 6/26/21  




## CCPU Counterproposal


May 31, 2021

### NO DISCRIMINATION NO REPRISALS

The parties agree that no family child care provider shall in any way be discriminated against because of that person's actual or perceived race, color, creed, religion, sex/gender, national origin, ancestry, physical disability, mental disability, medical condition, HIV/AIDS status, genetic information, marital status, age, political affiliation or opinion, gender identity, gender expression, sexual orientation, military or veteran status, or other protected category under the law.

The parties agree that the state, any political subdivision, contractor, or subcontractor charged with the administration of a state-funded early care and education program shall not interfere with, intimidate, retaliate, restrain, coerce or discriminate against any family childcare provider because of the exercise of the provider's rights granted pursuant to this Agreement, and the Building a Better Early Care and Education System Act.

CCPU reserves the right to add, modify or delete any or all proposals throughout the course of negotiations with the State of California.

TA'd 6/25/21  


TA'd 6/26/21  
Jesse Sunkabong

## Management Proposal

Date: May 20, 2021

Subject:

### SAVINGS CLAUSE

Should any provisions of this Agreement be found unlawful by a court of competent jurisdiction or be invalidated by subsequently enacted legislation, the remainder of the Agreement shall continue in full force and effect. Upon the invalidation of any provision of this Agreement by such court decision or legislation, the parties shall meet as soon as practicable to attempt to renegotiate the terms of the invalidated provision(s).

TAd 6/25/21  
Alexa

TAd 6/26/21  
Alexa



## Management Proposal

Date: May 20, 2021

Subject:

### INDIVIDUAL AGREEMENTS

The State shall not negotiate with or enter into memoranda of understanding with one or more family childcare providers, amend final grievance responses, or grant rights or benefits not covered in this Agreement to any family childcare provider unless such action is with CCPU concurrence.

TA'd 6/25/21  
[Signature]

TA'd 6/26/21  
[Signature]

TA 4/25/21  
[Signature]

TA'd 4/26/21  
Alexa [Signature]

May 31, 2021

**ENTIRE AGREEMENT**

- A. This Agreement sets forth the full and entire understanding of the parties regarding the matters contained herein, and any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters are hereby superseded. Except as provided in this Agreement, it is agreed and understood that each party to this Agreement voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered by this Agreement, for the duration of the Agreement.

With respect to other matters within the scope of representation, negotiations may be required during the term of this Agreement as provided in subsection "B." below.

- B. The parties agree that the provisions of this subsection shall apply only to matters which are not covered in this Agreement.

The parties recognize that during the term of this Agreement, it may be necessary for the State to make changes in areas within the scope of representation. Where the State finds it necessary to make such changes, it shall endeavor to notify CCPU of the proposed change fourteen (14) days prior to its proposed implementation.

The parties shall undertake negotiations regarding the impact of such changes on the family childcare providers represented by CCPU, when all three of the following exist:

1. Where such change would affect a significant number of family childcare providers represented by CCPU.
2. Where the subject matter of the change is within the scope of representation pursuant to the Building a Better Early Care and Education System Act.
3. Where CCPU requests to negotiate with the State.

Said request to negotiate must be received by the State within fourteen (14) calendar days of the State's notice to the Union.

If a request to negotiate is submitted as provided above, the State shall be obligated to meet and confer in good faith over the impact of the proposed change. Any impasse which arises during the course of negotiations may be submitted to mediation pursuant to section 8437 of the Building a Better Early Care and Education System Act.

Any Agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this Agreement once approved in accordance with Education Code section 8435.5. If the parties disagree as to whether a proposed change is subject



## CCPU Counterproposal

to this subsection, such a dispute may be submitted to the arbitration procedure for resolution. The arbitrator's decision shall be binding.

If either party believes the other to be engaged in bad faith bargaining, either party may take the issue to the California Department of Human Resources and if unresolved, nothing in this section will prevent either party from filing a complaint with the Public Employment Relations Board (PERB).

Nothing in this section shall be construed to require the state to violate a statutory or regulatory mandate, or court order.

CCPU reserves the right to add, modify or delete any or all proposals throughout the course of negotiations with the State of California.

TAd 6/26/21  
GAB

TAd 6/26/21  
GA

## Management Proposal

**Date:** May 26, 2021

**Subject:**

### ADDENDA

The COVID-19 Relief Agreement dated February 5, 2021 shall be incorporated into this agreement as an addendum.

Upon full ratification of the COVID-19 Relief Agreement dated April 19, 2021 and signed on April 20, 2021, said agreement shall be incorporated as an addendum herein.

TA'd 6/25/21  
[Signature]

TA'd 6/26/21  
Giles [Signature]

June 3, 2021

LEGISLATION

The Union CCPU will notify CalHR of any legislation that it sponsors which, to its knowledge, has an effect on this Agreement.

CalHR will notify the Union of any legislation CalHR, the State Superintendent of Public Instruction at the California Department of Education, or the California Department of Social Services sponsors which, to its knowledge, has an effect on this Agreement.

These notifications shall occur after introduction of an applicable bill by the Legislature.

CCPU reserves the right to add, modify or delete any or all proposals throughout the course of negotiations with the State of California.

TA'd 6/25/21  
[Signature]

TA'd 6/26/21  
[Signature]



