

CSEA Child Care Contract Summary (CSEA/VOICE Local 100A)

*Si usted desea una copia traducida al Español, por favor
llame al Centro de Recursos para el cuidado de niños al (877) 483-CSEA (2732).*

CSEA reached a tentative child care agreement with the Office of Children and Family Services and the Governor of New York covering VOICE Local 100A – Licensed Group, Registered Family and Legally-Exempt child care providers. The agreement expires September 30, 2021.

Professional Development

The State will continue the professional development partnership it established with CSEA in the 2009 and 2013 CSEA Child Care Agreements. The State will provide the union with grants of \$1,500,000 in State fiscal year 2018-19; and \$1,500,000 for State fiscal year 2019-20; and \$1,500,000 for State fiscal year 2020-21, which will be used to support professional development to registered family, licensed group and enrolled legally-exempt providers irrespective of union membership.

- Topics will include, but not be limited to: ten hour legally exempt provider training; staff supervision and the Labor Law training; emergency preparedness training; business training; First Aid / CPR training; completion of credentials and degrees in Early Childhood Education, coaching and other courses mutually agreed upon by OCFS and the Union.
- Professional development funds may also be used to develop and present video training sessions, web-based training, classroom training and innovative training approaches that use non-traditional methods and allow for the participation of providers during non-working hours.
- The Union will reach an agreement with OCFS on the methods by which these funds are expended and both parties agree to develop rules for the disbursement of these funds.
- When feasible and as resources permit, trainings will be offered in Spanish and other languages.

Quality Grants

The State will continue the Quality Program Grant fund it established with CSEA in the 2009 and 2013 Child Care Agreements to help providers maintain a quality environment for children. Legally-exempt providers (in addition to family and group) may receive grants provided they have worked as providers for at least one year and have met certain professional development requirements. OCFS agrees to contract with the Union to provide for quality grants in the following amounts: \$2,500,000 for State fiscal year 2018-19; \$2,500,000 for State fiscal year 2019-20; and \$2,500,000 for State fiscal year 2020-21.

Health Insurance

The State agrees to contract with the Union to provide the Union health insurance fund with the following values: \$4,750,000 for State fiscal year 2018-19; \$4,750,000 for State fiscal year 2019-20; \$4,750,000 for State fiscal year 2020-21; \$4,750,000 for State fiscal year 2021-22. All such expenditures must be made in accordance with the rules developed with The New York State Department of Health (DOH) for the disbursement of these funds to reduce the cost of purchasing coverage within the exchange and to purchase supplemental coverage to the basic health insurance benefits of eligible child care providers.

Dispute Resolution Process and Guiding Principles (Provider Bill of Rights)

OCFS continues to agree to the dispute resolution process negotiated in the first CSEA child care contract and Guiding Principles. (See Addendum A).

DSS Payments and Billing

OCFS agrees to continue to work with CSEA to make the payment system more effective and efficient for providers. OCFS:

- Agrees to reinforce the continued statewide use of the Child Care Time and Attendance System (CCTA).
- Agrees to encourage Local Department of Social Services (LDSS) agencies to offer a “direct deposit” subsidy payment option.
- Agrees to collaborate with LDSS on developing and providing written instructions and guidance on time and attendance rules and procedures related to all providers delivering care to children and families receiving child care subsidies.
- Will encourage LDSS to maintain a designated Child Care Time and Attendance phone line and email contact to handle questions related to payments.
- OCFS will work with CSEA to explore utilization of the designated Infant/Toddler Quality set aside funds to enhance Infant/Toddler rates to better reflect the higher cost of care.

Child and Adult Care Food Program (CACFP)

The New York State Department of Health – CACFP – will continue to meet regularly with the Union and will discuss CACFP program changes and implementation.

Union Recognition

- OCFS recognizes the Union as the exclusive unit representative.

ADDENDUM A
**NEW YORK STATE GUIDING PRINCIPLES FOR
COVERED FAMILY/GROUP FAMILY CHILD CARE PROVIDERS**

Each Covered Family and Group Family Child Care Providers:

1. Is to be treated as a professional with courtesy, dignity, consideration and respect.
2. Is to be given the same consideration and treatment as all other Providers regardless of race, color, religion, gender, sexual orientation, national origin, political affiliation, disability, marital status, age, or union affiliation.
3. May file a complaint with the appropriate agency when the Provider believes he/she has been discriminated against because of race, color, religion, gender, sexual orientation, national origin, political affiliation, disability, marital status, age, or union affiliation.
4. Is to receive timely and accurate payments for providing child care services to children receiving subsidies in accordance with federal and state law.
5. Is to have the information in his/her Provider file kept confidential except as otherwise permitted by state and federal law.
6. May review the information that is in his/her Provider file except as otherwise provided for by state and federal law, regulation, or policy.
7. May have the Provider's street address; phone number; and/or link to mapping of the child care address, home or facility removed from the OCFS website upon submitting a written request to OCFS once OCFS has made the necessary changes to the OCFS website.
8. Has the option of having the Provider's website address listed on the OCFS website so that interested individuals may contact the Provider to determine the Provider's credentials and curriculum once OCFS has made the necessary changes to the OCFS website. For a Covered Child Care Provider who voluntarily participates in the Quality Rating Improvement System, once it is implemented, OCFS shall add those Provider's credentials that have been verified as part of participation in the System to the information offered on the website once OCFS has made the necessary changes to the OCFS website.
9. May require any representatives of OCFS or of any agency acting as a licensor or registrar or enroller for OCFS to show identification and leave written information setting forth the name, work address, and work telephone number of the representative and the representative's immediate supervisor.
10. Will have any inspection relating to an application for an initial license or registration or the renewal of a license or registration, announced and scheduled in advance. OCFS may make unannounced visits.
11. Is to be advised immediately by the agency of the type of visit.
12. Is to be treated professionally and receive an objective impartial assessment during all visits.
13. Will receive a factual, written exit interview during an inspection explaining any observed violations and any possible violation the licensor/registrar/fire inspector will consider and determine once leaving the premises.
14. The right to receive a timely, accurate final report including a clear explanation of why the existing condition constitutes non-compliance and the Provider's response.
15. Will be given any available technical assistance if the Provider receives a compliance visit that identifies a violation.
16. May correct a minor compliance violation in a timely manner and not have the violation appear on OCFS' website unless the non-compliance persists or reoccurs provided any necessary changes have been made to the Child Care Facility System to enable information about the violation to be retained in the System without it appearing on the OCFS website.
17. May have any dispute regarding any serious violation reviewed fairly and speedily in accordance with the dispute resolution processes agreed to by OCFS and the Union including the ability to have union representation during the course of the dispute resolution process.
18. OCFS shall require that after an inspection, the designated enrollment agency provide each legally-exempt child care provider with a home inspection report summary that states whether or not the legally-exempt provider is compliant. If there are any non-compliance issues, the designated enrollment agency will provide the legally-exempt child care provider with a corrective action plan.