

PREAMBLE

This agreement (hereinafter referred to as the "Agreement") has been made and entered into by and between the State of Illinois, Departments of Central Management Services and Human Services (hereinafter referred to as the "State") and the Service Employees International Union, Healthcare Illinois and Indiana, (hereinafter referred to as the "Union"). The Union and the State recognize the unique employment arrangement of day care home licensed and license exempt providers (hereinafter referred to as "Providers") and Parents or Legal Guardians (hereinafter referred to as "Parents") receiving services in the Department of Human Services, Division of Early Childhood, Child Care Assistance Program (hereinafter referred to as the "Child Care Assistance Program"), nor will this Agreement in any way diminish the Parents' control over the selection and termination of Providers within the limits set by the Child Care Assistance Program. Providers are not State employees for purposes of eligibility to receive statutorily mandated benefits, including but not limited to, workers' compensation, retirement and health insurance.

The parties enter into this agreement acknowledging the following:

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

DEFINITION OF TERMS

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

- a) "State" refers to the Director of Central Management Services, Secretary of the Department of Human Services, or their representatives collectively or singly, as the context may require.
- b) "Parent" refers to any applicant that has been determined eligible for services through the Child Care Assistance Program pursuant to 89 Ill. Admin. Code, Section 50.210 and 89 Ill. Admin. Code, Section 50.230; is receiving services through the Child Care Assistance Program; or has received services through the Child Care Assistance Program.

c) "Provider" refers to an individual selected by a parent to provide child care services and operates as a day care home within the applicable standards of state or local law, including but not limited to licensure requirements for Group Day Care Homes and Day Care Homes promulgated by the Department of Children and Family Services at 89 Ill. Admin. Code, Chapter III, Subchapter (e); and within the legal care arrangement definitions set forth by the Department of Human Services at 89 Ill. Admin. Code, Section 50.240 (a) 3-8, (b), (c), and (d).

d) "Child Care Assistance Program" refers to the Department of Human Services, Division of Early Childhood, Child Care Assistance Program defined under 305 ILCS 5/9A-11.

e) "Union" refers to Service Employees International Union, Healthcare Illinois and Indiana.

ARTICLE I – UNION RECOGNITION

Section 1. Union Recognition

Pursuant to the provisions of Executive Order 2005-1 and Public Act 94-0320, the Union was recognized on July 15, 2005, as the exclusive representative of Providers providing services for the State as part of the child care assistance program administered by the Department of Human Services under 305 ILCS 5/9A-11 and 89 Ill. Admin. Code, Section 50.210 et seq. The State shall be considered the party of record solely for the purposes of collective bargaining over issues within its control.

Section 2. Integrity of the Bargaining Unit

The State recognizes the integrity of the bargaining unit and will not take any action intended to erode it. No action taken by the Parent shall be considered erosion of the bargaining unit.

ARTICLE II – NON-DISCRIMINATION

The State agrees not to discriminate against any Provider on the basis of race, sex, sexual orientation, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, disability, gender identity, or for other non-merit factors. The State will not consider immigration status beyond DHS/CCAP's and the Comptroller's implementation of federal requirements that Providers must have a Social Security Number/Card. Nothing in this Article shall limit the rights of Parents as provided for in Article VI.

ARTICLE III – DIGNITY AND RESPECT

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

ARTICLE IV – UNION RIGHTS

Section 1. Union Exclusivity

The State shall not meet, discuss, confer, subsidize or negotiate with any other employee organization or its representatives on matters pertaining to all terms and conditions of employment of Providers participating in the Child Care Assistance Program that are within the State's control. Nor shall the State negotiate with Providers over terms and conditions of employment within the State's control.

Section 2. Union Activity

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

Section 3. Union Representatives

The Union shall notify the State of the names of its official representatives and changes in such representatives. The list and updates shall be sent to the Department of Central Management Services, Office of Labor Relations. The Union shall notify the Department of Human Services, Bureau of Labor Relations of the names of stewards selected by the Union at the beginning of the fiscal year.

Section 4. Neutrality

The State and its managerial and supervisory staff shall remain neutral on the question of union membership and union representation for Providers and shall not discourage, nor assist third parties to discourage, Providers from becoming or remaining union members or from authorizing dues deductions. All questions addressed to the State concerning membership in or representation by the Union will be referred to the Union.

Section 5. Lists

A. The State will provide lists of Providers (as specified below) electronically on a monthly basis (by the fifteenth (15th) calendar day of each month, unless the fifteenth is a holiday or weekend) to the Union:

1) A list indicating all Providers who were paid a subsidy or subsidies in the previous calendar month as a product of their participation in the Child Care Assistance Program. For each payment sent to the office of the Comptroller during the prior month, to the extent the information is available, this list will include: the Provider name, business name, Social Security number, FEIN number, Provider ID, CCR&R ID, preferred language, CARS address indicator, address, zip code, county, telephone number, email address, service date, payment

amount, co-payment amount, charge amount, quality add-on amount, quality percentage, quality level, SEIU membership indicator, SEIU member dues, SEIU initiation fee, SEIU PAC/COPE fee, adjustments, type of care code, number of children paid, number of days paid, and CCAP rate(s) paid.

2) A list indicating all Providers who received payment for providing Child Care services during the last service month for which billing is complete, generally three (3) months prior to the date of the report. This list will include the following information, to the extent available, for each Provider: Provider name, business name, Social Security number, FEIN number, Provider ID, CCR&R ID, preferred language, birth date, CARS address indicator, address, zip code, county, telephone number, email address, payment amount, service date, charge amount, co-pay amount, quality add-on amount, quality percentage, quality level, SEIU membership indicator, SEIU member dues, SEIU initiation fee, SEIU PAC/COPE fee, adjustments, type of care code, number of children paid, number of days paid, and CCAP rate(s) paid.

3) A list indicating all Providers who currently have profiles in the Gateways to Opportunity database. This list will include the following information, to the extent available, for each Provider: Provider name, business name, Social Security number, FEIN number, Gateways to Opportunity Registry ID, CCR&R ID, CCR&R type of care code, current credential status, highest degree achieved, CCAP mandatory health and safety training completion status (where applicable), birth date, CARS address indicator, address, zip code, county, telephone number, email address, and preferred language.

4) Any additional files related to errors and corrections of the above lists.

5) During the term of this Agreement, the State shall explore the development of a list that will include the Gateways to Opportunity ID as part of the information provided in subsections 1) and 2) above.

B. Within 10 days of being approved for active cases for Child Care services, the State shall provide to the Union all the information specified above in subsection A.1 for such new Provider to the extent such information is available.

C. The State shall require Providers' physical address, mailing address, personal and/or business telephone number(s), and personal and/or professional email address(es) when Providers apply to provide child care services through the Child Care Assistance Program. Providers will be asked to verify and/or update their contact information annually.

D. When it becomes technically feasible to do so, the State shall also provide to the Union real-time access to the information specified in this section through means of an online, secure portal.

Section 6. Bulletin Boards

The Union shall be allowed to provide and maintain a reasonably sized bulletin board at Department of Human Services, Division of Early Childhood offices at 401 S. Clinton, Chicago and 100 South Grand Ave. East, Springfield and upon written request by the Union at each Child Care Resource and Referral Agency, unless prohibited by the Child Care Resource and Referral Agency's lease. Items posted shall not be political, partisan or defamatory in nature.

Section 7. Notices

The State will contemporaneously provide to the Union a copy of any notice provided by the State, and any notices the State directs CCR&Rs or INCCRRA to send to Providers.

Section 8. Provision of Union Information to New Providers

When an individual initially becomes eligible to provide Child Care services through the Child Care Assistance Program, the State shall transmit to said individual, along with their first certificate, Union orientation materials prepared solely by the Union concerning union representation and union membership. The materials shall not be burdensome to distribute, political, partisan or defamatory in nature.

The State shall also provide a link to the Union website on the DHS CCAP website for Providers. The State will require that CCR&Rs and INCCRRA websites have a link to the DHS website and request that a link to the Union website be made available on such.

ARTICLE V – MANAGEMENT RIGHTS

Section 1. Rights Residing with the State

Except as amended, changed, or modified by 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 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. Examples of the rights reserved solely to the State, its agents and officials include, but are not limited to, the right: to operate so as to carry out the statutory mandate of the State; to establish the State's missions, programs, objectives, activities and priorities; 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; to manage, direct, and control all of the State's activities to deliver programs and services; to develop, modify and administer policies, procedures, rules and regulations and determine the methods and means by which operations are to be carried out; to determine eligibility and requirements of providers; to make, extend, limit 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; to determine the State's organization; to take whatever actions the State deems necessary to carry out services when the State determines an emergency; to maintain or modify any and all public operations and work requirements entrusted to the State to more efficiently and effectively provide services. This section shall not constitute a waiver by the Union to negotiate the impact of changes to the Child Care Assistance Program affecting terms and conditions of employment under the State's control.

Section 2. Non-Waiver

The above enumerations of the State's rights are not inclusive and do not exclude other rights not specified including those duties, obligations or authority provided under law, except that the exercise of such rights shall not be in conflict with the provisions of 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.

ARTICLE VI – PARENT RIGHTS

Section 1. Parent Rights

Nothing in this Agreement limits the parents' sole and undisputed right to select and to terminate without cause and without notice the services of any Provider. Parents shall retain the right to direct services rendered by the Provider and determine what circumstances anyone may enter their homes.

Section 2. Information Regarding Parents

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

Section 3. 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 the Parent or Child, if the home is not the Provider's address of record.

Section 4. Non-Waiver

The above enumerations of the Parent's rights are not inclusive and do not exclude other rights not specified including those duties, obligations or authority provided under law. The exercise or non-exercise of rights retained by the Parent shall not be construed to mean that any right of the Parent is waived. No action taken by the Parent with respect to this Article shall be subject to the grievance procedure.

Section 5. Disputes between Providers and Parents

Should a dispute arise between a Provider and a Parent, the Union may, on the Provider's behalf, submit an inquiry to the DHS Child Care staff summarizing the dispute in an effort to collect information that may be helpful in resolving the dispute.

ARTICLE VII – RATE STRUCTURE

Section 1. Rates

A.

		Effective January 1, 2024	Effective July 1, 2024	Effective July 1, 2025	Effective July 1, 2026	Effective Jan 1, 2027
1A	Under Age 2	\$50.36	\$52.88	\$56.05	\$58.29	\$59.98
	Age 2	\$46.92	\$49.27	\$52.23	\$54.32	\$55.89
	Age 3+	\$42.68	\$44.82	\$47.51	\$49.41	\$50.84
1B	Under Age 2	\$45.03	\$47.29	\$50.12	\$52.13	\$53.64
	Age 2	\$41.85	\$43.95	\$46.58	\$48.45	\$49.85
	Age 3+	\$38.42	\$40.34	\$42.76	\$44.47	\$45.76
2	Under Age 2	\$41.93	\$44.02	\$46.66	\$48.53	\$49.94
1	Age 2	\$38.87	\$40.81	\$43.26	\$44.99	\$46.30
	Age 3+	\$35.61	\$37.39	\$39.63	\$41.21	\$42.41
<u>Exempt</u>		\$23.14	\$24.30	\$25.76	\$26.79	\$27.56

B. County Groupings

Group 1A - Counties are Cook, DeKalb, DuPage, Kane, Kendall, Lake & McHenry.

Group 1B - Counties are Boone, Champaign, Kankakee, Madison, McLean, Monroe, Ogle, Peoria, Rock Island, Sangamon, St. Clair, Tazewell, Whiteside, Will, Winnebago & Woodford.

Group 2 - Counties include all other counties not listed above.

During the term of the agreement the parties shall explore modifying regional boundaries.

C. Hours of Care

Providers shall be paid the part-day rate or school age rate if the care provided is less than 5 hours per day.

Providers shall be paid the full day rate for the care provided from 5 through 12 hours per day.

If the care provided is more than 12 hours but less than 17 hours in a day, the provider shall be paid the full day rate for the first 12 hours of care and the part day rate for the remainder.

If the care provided is from 17 to 24 hours in a day, the provider shall be paid the full day rate for the first 12 hours and a full day rate for the remainder.

D. Early Learning

Providers shall be paid for a full day of care if a child is approved for a full day of care and attends a part-day Head Start or Pre-K program during that day.

Section 2. Quality Incentives

For license-exempt Providers, the following rate add-ons will be applied to CCAP base rates for the corresponding QRIS tiers:

Tier 1: 10%

Tier 2: 15%

Tier 3: 20%

For licensed Providers, the following rate add-ons will be applied to CCAP base rates for the corresponding QRIS tiers:

Licensed: No Add-On

Bronze: No Add-On

Silver: 10% per CCAP child

Gold: 15% per CCAP child

- a. Providers shall be eligible to receive a collaboration add-on of 10% for each child, for up to three children, who attends a part-day Head Start or Pre-K program during eligible child care days not exceeding in the aggregate \$1.5 million each fiscal year of the agreement. These Providers shall also participate in training to reinforce the child's education experience in the home setting as reasonably determined by the Joint Training Committee. The parties agree to meet no later than April 30, 2020, to discuss the success of the utilization of this incentive and make any mutually agreed upon modifications.
- b. Providers shall receive a special needs add-on of 20% for care of children eligible for child care assistance with a demonstrated disability not exceeding in the aggregate -five million dollars (\$5,000,000) each fiscal year of the agreement.

The State and the Union agree to meet and initiate impact negotiations for increased funding based on quality levels for Licensed and License-Exempt Providers determined in the State's Quality Rating and Improvement System (QRIS), ExceleRate, or any successor quality improvement program or alternative quality indicators as determined by the State. The intent of the parties is to ensure that Providers who achieve certain quality indicators receive compensation in recognition of such achievements. The initial meeting shall take

place no later than July 1, 2024, unless mutually agreed otherwise. Once an agreement is reached, the new quality incentives shall be added to this agreement via a side letter and the parties agree that the new incentives shall be implemented throughout the remaining term of the agreement.

Section 3. Seniority Quality Add-Ons

Upon achieving 60 months of providing services in the CCAP program, licensed providers with a Bronze, Silver or Gold quality rating shall receive an additional 3.0% quality add on.

Upon achieving 60 months of providing services in the CCAP program, licensed exempt providers with a Tier 1, Tier 2 and Tier 3 quality rating shall receive an additional 3.0% quality add on.

Upon achieving 120 months of providing services in the CCAP program, providers with a Bronze, Silver or Gold quality rating shall receive an additional 5% quality add on.

Upon achieving 120 months of providing services in the CCAP program, licensed exempt providers with a Tier 1, Tier 2 and Tier 3 quality rating shall receive an additional 5% quality add on.

The rate add-ons for seniority shall apply effective July 1, 2025. Determination of seniority shall be completed on an annual basis. The parties agree that seniority increases will be included as part of the impact negotiations concerning any successor quality improvement program with the intent that seniority increases of at least equivalent value shall be continued.

ARTICLE VIII – PAYMENT

Section 1. Timely Payment and Provision of Certificates

- A. The State shall complete and forward all paperwork necessary for provider payments in a timely manner.
- B. Certificates shall be issued in a timely manner. Providers are strongly encouraged to use telephone billing in order to expedite processing and payment.
- C. Providers will be paid in accordance with the policies set forth under the Child Care Assistance Program. Upon accurate submission and receipt of paperwork by paper or phone on or before the 5th of the month, the Department of Human Services shall submit all paperwork to the Office of the Comptroller within 10 business days for processing. The State will make its best effort to pay Providers by the 20th of the month following the month services were provided in a manner which allows for appropriate cash flow related to the utilization of Federal dollars. When a new

electronic portal is implemented, the parties shall meet to discuss impacts to the payment process and negotiate any identified necessary changes to this Section.

- D. Providers will be paid through electronic methods and may select either payment via Direct Deposit or Debit Cards. All Providers shall be provided by internet, monthly itemized statements detailing for each payment and showing cumulatively all pay period for the duration of this Agreement: case identification number, case first and last name, net payment amount, SEIU deductions, quality add-on amount, child care overpayment deduction amounts, children's first names and payment amounts up to six children. Such statements may be available to export electronically. The State shall make available written instructions to Providers on how to access electronic statements.

When it becomes technologically feasible to do so, the State shall implement an online portal through which all Providers will have electronic access to the monthly itemized statements.

Should Provider access to the above information be restricted or limited, the State shall immediately negotiate with the union to arrange an alternate method to provide access to the information.

- E. The Union and DHS as well as other interested stakeholders shall meet at least two times per Fiscal Year regarding the CCAP application and reimbursement process to propose changes and improvements to the system, address issues in the system, and explore solutions to current and potential issues, including but not limited to, mobile-based application and electronic formats that facilitate the transmission of documents and information necessary for the prompt processing of CCAP applications, CCAP enrollments, and CCAP Provider reimbursements, the ability to mail or electronically send to the Providers the vendor payroll, and the ability to automatically notify a Provider upon enrollment when a family's application is incomplete.

Section 2. Accurate Payment

A. Providers shall receive accurate payment for services authorized and rendered. Disputes regarding payments and overpayments shall be grievable. Overpayment grievances shall be filed directly at the second step of the grievance procedure. Providers shall be notified in writing of the reason for an overpayment and the time period(s) during which the overpayment was believed to have occurred, their right to grieve the overpayment decision and how to contact the Union. If the grievance is timely filed, the State shall not pursue collection of the overpayment and/or reporting a Provider to a collection agency until a decision is made at Step 2 of the grievance procedure. The State may not pursue collection for overpayments caused by State errors which are more than five years old.

B. In the event a Provider is issued an overpayment and a determination is made that the provider must reimburse the State, the Union shall refund the Department any excess dues deductions withheld due to the overpayment.

Section 3. Deductions

a. Upon receiving notice from the Union of a Provider's authorization, the State, as pay agent and in conformance with applicable State and Federal laws and regulations, shall commence, as soon as practicable, but in no case later than thirty (30) days after receiving such notice and submission of a Certificate for payment, deduction of union dues and initiation fees from the Provider's payments and shall remit such amounts to the Union. The Union shall advise the State of any increases in dues or other approved deductions in writing at least forty-five (45) days prior to its effective date. The State shall continue to make such deductions, except where the authorization is revoked by the Provider as set forth below. When a Provider has authorized such deductions, the warrant stub will state "Union Dues" and the amount of the deduction. The Union shall ensure that information provided for the remittance of such deductions is accurate and shall provide notice to the State of any discrepancies in a timely manner. The State, as pay agent, shall continue to make such deductions, except where the authorization is revoked by the Provider, as set forth below.

b. Upon receiving notice from the Union of a Provider's authorization, the State, as pay agent and in conformance with applicable State and Federal laws and regulations, shall commence, as soon as practicable, but in no case later than thirty (30) days after receiving such notice and submission of a Certificate for payment, deduction of contributions to SEIU PowerPAC / SEIU COPE, or other SEIU-designated entities in an amount specified by the Provider on the authorization, from payments made to the Provider and shall remit such amounts to the designated entity. The Union shall ensure that information provided for the remittance of such deductions is accurate and shall provide notice to the State of any discrepancies in a timely manner. The State, as pay agent, shall continue to make such deductions, except where the authorization is revoked by the Provider as set forth below.

c. Provider authorizations for payment deductions as described in this Section shall be revokable under the terms of such authorizations. Such authorizations shall remain in effect until the State receives notice from the Union that a Provider has revoked their payment deduction authorization in accordance with the terms of such authorization.

d. The Union shall indemnify, defend and hold the State harmless against any claim, suit, or liability arising from any action taken by the State in complying with this Section of this Article.

e. The State shall accept and honor verifications of authorizations for payment deductions of Union dues, initiation fees, or other contributions evidenced by electronic or written communications from the Union and such authorizations may be evidenced by electronic signature of the Provider.

Section 4. Paid Leave

Effective July 1, 2025, Providers shall receive three (3) days of paid leave. Effective July 1, 2026 Providers shall receive five (5) days of paid leave. In order to be eligible for such leave, a Provider must have received CCAP reimbursement for care provided for a CCAP child within the previous fiscal year. Leave shall be treated as a full day of reimbursement regardless of the length of day for which the child is approved.

Paid leave shall be used in full-day increments by the Provider and may be used for any purpose. If the use of the paid leave is foreseeable, the Provider shall give 14 calendar days' notice to Parents before the date of the leave is to begin. If the use of the paid leave is not foreseeable, the Provider shall provide such notice as soon as practicable after becoming aware of the necessity of the leave.

Any paid leave not used by the end of the fiscal year for which it was awarded shall be forfeited. In the event federal regulations result in a change in reimbursement practices, the parties shall meet and discuss any impacts to the applicability of paid leave.

At the request of either party, the parties shall meet within the first sixty (60) days of the commencement of the program to address any issues or concerns.

ARTICLE IX – HEALTH INSURANCE

Section 1. Intent

The Union intends to provide access to comprehensive health insurance coverage to eligible Providers and the State intends to pay for such health coverage to the extent provided in this Article.

Section 2. Contribution and Administration

a. At least two (2) months prior to each calendar quarter (May 1, August 1, November 1, February 1), the Union shall report to the State how many individuals are enrolled in the SEIU Healthcare Illinois Child Care Health Fund to receive benefits for the upcoming quarter. Upon receipt of this report, the State shall contribute to the fund during the upcoming quarter (quarters commencing July 1, October 1, January 1, April 1) as set forth below.

For the period of July 1, 2013 through June 30, 2014, the State will contribute at a rate of \$ 422.74 per enrollee per month.

No later than November 1st of each calendar year, beginning November 1st, 2013, the Union will forward to the State an actuarial report setting forth the recommended contribution rate per enrollee per month for the upcoming fiscal year (July 1st through June 30th). Annual rate increases shall be determined via actuarial analysis agreed to by the parties but in no event shall exceed 9% annually. In addition, the State shall ensure compliance with the Affordable Care Act no later than July 1, 2014 irrespective of any limitations on annual rate increases.

Rates shall also be adjusted to factor such underage or overage reflecting the difference between the total annual contributions paid and the total annual cost of providing benefits during the previous annual period.

The Union shall discuss with the State any changes in plan design or eligibility criteria prior to implementation of such changes. The Union shall not make any changes in the plan design regarding family coverage for the term of the Agreement.

The Union shall comply with reasonable information requests, including financial or audit requests, by the State consistent with this Article. If the State desires any additional audits the State shall select the means and pay for the audit, if applicable.

The State supports increased eligible Provider participation in the Fund. The State will contribute the appropriate monthly rate for up to 4,000 enrollees for the period of July 1, 2013 to June 30, 2014 and 5,000 enrollees commencing July 1, 2014.

Unresolved disputes as to the appropriate contribution rate shall be referred for final and binding resolution to a neutral actuary or arbitrator mutually selected by the parties, who shall set the contribution rate no later than three (3) months prior to the start of the upcoming fiscal year. The costs of such neutral shall be split by the parties. If the parties are unable to agree upon an arbitrator, they will utilize the services of the Federal Mediation & Conciliation Service to select an arbitrator familiar with trust fund matters, in accordance with its rules for labor or trust fund arbitrators.

b. The Union has the unilateral and exclusive right and any attached responsibility to retain any insurance underwriter(s) of its choice, to self-insure, or to self-fund any benefit plan, to determine an insurance carrier to provide any potential benefits to individuals covered by this Agreement, or to participate in any new or established benefit plan, except as modified in Section 2.a. above. Other than provided herein, the Union shall be solely responsible for payment and administration of such plan.

Section 3. Disclaimers

a. The terms and conditions of the Fund, including coverage and eligibility, are under the sole control of the Union, except as modified in section 2.a. above. The State will not be party to any disputes over benefit levels or claims for benefits made by participants in the Fund. Such disputes will be resolved solely by the Union, or the Fund Trustees, as appropriate.

b. Except as provided herein, this Article shall not be subject to the grievance or arbitration procedures provided for in this contract.

c. The State's sole obligation under this Article shall be as set forth in Section 2.a. above. The failure of any carrier to provide benefits under any insurance program shall not result in any liability to the State. Further, the State shall have no diminished liability or additional liability for its failure to make any payments to the Fund due to changes in Federal and/or State law.

ARTICLE X – GRIEVANCE PROCEDURE

Section 1. Definition

- A. A grievance shall mean a dispute regarding the meaning or implementation of the provisions of this Agreement brought by the Union or a Provider. Neither the Union nor the Provider can grieve issues outside the scope of this Agreement, including but not limited to selection or termination of Provider services by Parents, and/or any action taken by the Parent. A written grievance shall contain a statement of the Provider's complaint, the Section(s) of the Agreement allegedly violated, if applicable, the date of the alleged violation and the relief sought. The form shall be signed and dated by the Provider or Union (electronic signatures are acceptable). Improper grievance form, date or section citation shall not be grounds for denial of the grievance.
- B. Grievances may be processed by the Union on behalf of itself, a Provider, or a group of Providers. The Provider is entitled to Union representation at each and every step of the grievance procedure and the Union shall have the right to have the grievant or grievants present at any step of the grievance procedure, if a meeting is held, and at arbitration. The resolution of a grievance filed on behalf of a group of Providers shall be made applicable to the appropriate Providers within that group.
- C. Both the Union and the State will work to resolve problems as quickly as possible and at the lowest possible step of the grievance procedure.

Section 2. Grievance Procedure

Participation in the grievance procedure in any capacity shall be done solely on the Provider's own time. Grievances must be filed with and received by the State within twenty-one (21) calendar days from the date the Union or Provider knew or should have known of the action or inaction that gave rise to the grievance.

Step 1: Division of Early Childhood

The grievance shall be reduced to writing and submitted to the Bureau Chief of Subsidy Management or his/her designee. The Bureau Chief or his/her designee shall have fifteen (15) calendar days from receipt of the grievance to respond.

Step 2: Department of Human Services, Bureau of Labor Relations.

If the grievance is not resolved at Step 1, the Union may submit the grievance within fourteen (14) calendar days of the Step 1 response, or date such response was due, to the DHS Bureau Chief of Labor Relations. The Bureau Chief or his/her designee shall have twenty-one (21) calendar days to respond to the grievance.

Step 3A: Department of Central Management Services, Division of Employee and Labor Relations

If the grievance is not resolved at Step 2, the Union may submit the grievance within fourteen (14) calendar days of the Step 2 response, or date such response was due, to the CMS Division of Employee and Labor Relations. CMS shall have twenty-one (21) calendar days to respond to the grievance. In the event the parties are unable to reach a resolution, the Union may request in writing within thirty (30) calendar days of the Step 3A response, or date such response was due that the grievance be submitted to an independent arbitrator.

Step 3B: Arbitration

The parties will mutually agree to choose from a mutually agreed panel of arbitrators. It shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact. The decision and award of the arbitrator shall be final and binding on all parties. The arbitrator shall have no authority to ignore, add, subtract or modify any of the terms and conditions of this Agreement. The arbitrator shall limit his/her decision solely to the application and interpretation of the relevant provisions of this Agreement. Questions of arbitrability shall be decided by the arbitrator prior to the arbitrator addressing the merits of the grievance. The expenses and fees of the arbitrator shall be paid the losing party. In cases of split decisions the arbitrator shall determine what portion each party shall be billed for expenses and fees. The cost of the hearing rooms, if any, shall be split by the parties. The cost of verbatim records, if any, shall be paid by the requesting party. Each party shall bear the expenses of its own witnesses.

Grievances not appealed within the designated timeframes outlined above shall be treated as withdrawn, unless the Union requests extension of such timeframes. Such requests for extension of timeframes shall not be unreasonably denied.

All time limits in this section may be extended by mutual agreement of the parties.

Section 3. Timely Payments of Special Funds and Training Funds

Grievances concerning untimely payments to the SEIU Child Care Health Fund or the SEIU METC Fund shall be filed at Step 3A and may be advanced to expedited arbitration under FMCS rules.

Section 4. Payment and Overpayment

Disputes regarding payments and overpayments shall be grievable. Overpayment grievances shall be filed directly at the second step.

ARTICLE XI – LABOR/MANAGEMENT COMMITTEE MEETINGS

For the purpose of maintaining communications between labor and management in order to cooperatively discuss matters of mutual concern, the agency head and/or his/her designee shall meet, as may be reasonably necessary, but no less than semi-annually, with representatives of the Union. The parties shall exchange agendas one (1) week prior to the scheduled meeting.

ARTICLE XII – GENERAL PROVISIONS

Section 1. Income Verification

Upon the request of a Provider or any third party with the written authorization of the Provider, the State shall provide written verification of past payments to the Provider and the Providers participation in the Child Care Assistance Program.

Section 2. No Strike/No Lockout

During the term of this Agreement, the Union, its members and representatives shall not engage in, authorize, or sanction or support any strike, slowdown or other stoppage of work; nor shall the State during the term of this Agreement engage in any lockout.

Section 3. Provider Files

A Provider and/or the Union shall have access to all documents concerning the Provider in the possession or control of the State, unless prohibited by law.

Section 4. Notification of Address

Providers shall notify the Child Care Assistance Program of any changes to their address of record. Providers using Debit Card shall also report address changes to the Debit Card vendor.

Section 5. Provider Notification

The State will directly notify Providers, as soon as possible, in writing of any development or change affecting payment for children in their care. The State shall provide reasonable advance notice to the Union of any policy change that impacts Providers. Updates on policy changes impacting Providers will be communicated on the DHS website and in notification to Providers from DHS with Providers' monthly certificates.

Section 6. Publication of the Agreement

The State shall have the Agreement available on the Department of Central Management Services' website and shall be linked to on the DHS Division of Early Childhood website.

Section 7. Providers' Rights

The State recognizes the rights of Providers to select the children to be placed in their care, to terminate the relationship with Parents, and to enter into private agreements with Parents that do not contradict the policies of the Child Care Assistance Program.

Section 8. Child Care Resource and Referral Agencies

The State shall require Child Care Resource and Referral Agencies, while providing services on behalf of the Child Care Assistance Program, to comply with the terms set forth in Article II – Non-Discrimination, Article III – Dignity and Respect, Article IV – Union Rights, and this Article XII – General Provisions.

Section 9. Training Registry

All Providers required to receive training shall be required to be listed on the State central training registry. Providers shall not be charged for listing on the registry. The State shall automatically enroll License-Exempt Providers in the training registry. The State shall enroll Licensed Providers in the training registry as soon as practicable following submission of all required information. Licensed Providers shall be enrolled in the Director Portal as soon as practicable following submission of all required information, and the State shall automatically renew Licensed Providers' access to the Director Portal each year. Licensed Providers are responsible for updating the required information within the Director Portal. The Union and the SEIU METC shall be granted access to the registry and its data.

Section 10. Funding Cessation

The State reserves the right to cease funding for substantiated allegations of fraud against the State. The State also reserves the right to cease funding if a Provider is placed on the Child Care Abuse and Neglect Registry, sex offender registry or fails any required criminal background checks or commits any action that jeopardizes CCAP's federal funding.

Section 11. Adverse Determinations

The State shall provide notice to Providers within ten (10) business days of the adverse determination date, resulting in an increase in parent co-pays and/or loss of eligibility.

The parties shall by July 1, 2014 establish and implement a means to mitigate the risk to Providers of furnishing care without compensation due to eligibility redeterminations made by DHS or received by Providers after the close of the eligibility period.

Section 12. Privacy Rights of Providers

In recognition of the privacy interests of all persons covered under this Agreement, the State will not disclose any personal or wage information, or membership status, concerning persons covered by this Agreement to any members of the public or to nongovernmental organizations except to the extent required by law, the operations of State government and/or business relationship.

The State shall notify the Union as soon as practicable when it receives a request for information from members of the public or nongovernmental organizations via the Freedom of Information Act concerning persons covered under this Agreement.

Section 13. Retirement

The Union and the State shall establish a Joint Committee on Retirement Benefits (JCRB) to discuss the feasibility and explore possible options for establishing a retirement benefit for Providers covered under this Agreement. The initial meeting shall take place within sixty (60) days of the ratification of the agreement, and the parties shall continue to meet on a quarterly basis or as otherwise mutually agreed. The parties agree that the options explored and agreed upon by the Joint Committee may be negotiated during the term of this Agreement as a Side Letter.

In order to inform the work of the Joint Committee on Retirement Benefits, the State shall fund and retain a consultant for up to a maximum of \$100,000 to advise the JCRB concerning options for a retirement benefit for Providers. As part of the JCRB, the Union shall have the opportunity to review the scope of work for the consultant and provide input. The consultant shall prepare a final report of recommendations to be delivered to the State and shared with the JCRB no later than January 1, 2026. The recommendations shall not be binding on either party.

Following receipt of the consultant's final report, if the parties do not reach agreement on a retirement benefit, the existing rate structure effective January 1, 2027 shall be increased by 2%. If an agreement is reached that a retirement benefit can be established and funded prior to the expiration of this Agreement, the State shall contribute the total amount of the 2% increase that would have been added to the January 1, 2027 rate structure referenced in the previous sentence to the retirement benefit. The total contribution amount and mechanism for disbursement shall be agreed upon in a Side Letter and appended to this agreement.

Section 14. Language Accessibility

The State shall publish all provider documents and mass mailings (sent either by U.S. mail or electronically) in English and Spanish. The State to the extent it currently provides shall continue to use interpreters, as requested, in communicating with child care providers. The final Collective Bargaining Agreement will be in English with a mutually-agreed upon Spanish translation. The State shall make available language interpretation services and materials in Spanish to CCR&Rs and INCCRRA when such services and materials are requested by Providers.

Section 15. Data Transparency and Evaluation

To facilitate a more current and comprehensive understanding of the status of the Child Care Assistance Program and its impact on workers and parents, the State shall provide the following reports:

- a. A monthly budget report that includes allocation and spending through each appropriation line, and resulting balance; tiered payments on the ExceleRate and QRS, by month and year to date; children served on certificates and site-administered contracts, by month and year to date average; and total cost for certificate children and cost per child, by month and year to date average.
- b. A quarterly report which provides an unduplicated breakdown of number of days paid by Type of Care, geographic group, quantity of care (full day, part day, school age), and age of child (0-14 months, 15-24 months, 25-30 months, 31-36 months, 37 months-4 years, 5 years, 6-12 years, Age 13 and over).
- c. An annual report on Family Child Care Networks in site-administered CCAP that includes number of family child care providers participating, number of slots contracted, and total contract amount.
- d. An annual report in an available format on provider training and development that includes number of providers attending each offered training, broken down by type of care and location; number of providers at each level of the QRS or ExceleRate system, broken down by type of care; number of providers who held any credential, broken down by type of care and type of credential, including level; number of providers who hold degrees, broken down by type of care, and the type of degree; number of providers who participated in Great Start, broken down by type of care and payment level; and number of providers receiving funds through Gateways to Opportunity Scholarship Program.

Section 16. Provider Type

Providers shall report incorrect Provider types listed on Child Care Certificates to the CCR&Rs as soon as the Provider becomes aware of such error and provides documentation to support the correct Provider type upon request. The CCR&Rs shall promptly update Provider type upon receipt of the corrected information from the Provider. Provider payments shall not be detrimentally impacted by any failure or delay in reporting such incorrect Provider type to the CCR&Rs. Nothing in this Section precludes the State from recouping overpayments resulting from misclassification nor waives a Provider's right to challenge any such overpayment through the grievance and arbitration procedures in this Agreement.

Section 17. Online Marketing Tool

Within six months of the execution of this Agreement, the State and the Union shall meet to discuss the State's plan for the development of an online-based tool to help Providers market their services. The State shall provide regular updates to the Union on the progress of the online platform.

Section 18. Family Child Care Networks

The State and the Union shall work collaboratively to expand Family Child Care Networks and explore opportunities to make shared services accessible to Providers.

ARTICLE XIII – ORIENTATION AND TRAINING

Section 1. New Provider Orientation

A. All new Providers approved for payment in the Child Care Assistance Program shall be strongly encouraged to attend an orientation on CCAP as part of their onboarding to the program. The purpose of the orientation shall be to introduce providers to CCAP, appreciate its mission and purpose, learn from the perspective of experienced Providers about key program requirements and how to meet them, and review program guidelines and the expectations of parents and Providers. New Providers will be strongly encouraged to register and complete the orientation within six months of approval for payments.

B. All current Providers will be strongly encouraged to attend the orientation within 12 months of ratification of this contract to refresh their knowledge of CCAP, its mission and regulations from the perspective of experienced Providers.

C. The Helen Miller SEIU Member Education Training Center Child Care Training Fund and the Helen Miler-SEIU Member Education and Training Center (collectively, the METC) shall serve as a designated provider of the orientation.

D. The Union shall be permitted to conduct its union orientation of up to one hour as part of the orientation without charge to pay or leave time.

E. Providers that attend the training will receive a toolkit with manuals and information on how to successfully navigate the child care system, the Child Care Assistance Program, and the Gateways to Opportunity Registry.

F. The State shall pay for the orientation in accordance with Section 4 of this Article. Providers shall be paid a stipend of \$90 to attend the orientation facilitated by the METC.

G. The preexisting “What is CCAP” training shall be made available through each local CCR&R agency no less than three (3) times per year and will also be made available online as a self-study module. Providers may select which training venue to use. The State shall provide and pay for “What is CCAP” training but shall not pay for the cost of the Provider to attend the training. The State reserves the right to cancel such trainings when attendance levels are insufficient.

Section 2. Mandatory Health and Safety Trainings

A. The Helen Miller-SEIU Member Education Training Center Child Care Training Fund and the Helen Miler-SEIU Member Education and Training Center (collectively, the METC) shall serve as a designated provider of mandatory trainings. Funding for such training shall be in accordance with section 4 of this Article.

B. There shall be no charge for Providers to attend mandatory trainings. Mandatory trainings shall be offered in-person or online. Trainings shall also be made accessible in languages other than English, including at least Spanish.

C. The Training Committee described below shall develop curricula for such mandatory trainings in compliance with federal regulations; such curricula are subject to final approval by the State.

D. Mandatory New Provider Health and Safety Training Requirements for Licensed and License-Exempt Non-Relative Family Child Care Providers:

1. Licensed and Licensed-Exempt Non-Relative Family Child Care Providers shall be required to complete CPR-First Aid (must include pediatric CPR), IDCFS Child Abuse and Neglect Mandated Reporter Training and Child Development Health and Safety Basics training or ECE Level 1 Credentials or above within the first 90 days of service after being approved to receive CCAP payments at no cost to themselves and must maintain certification on an ongoing basis. Licensed-Exempt Family Child Care Providers will not be barred from applying to CCAP for not having completed First Aid, CPR, and Mandated Reporter Training. The State shall notify new Licensed and Licensed-Exempt Non-Relative Family Child Care Providers upon application in the CCAP and after their first 45 days of service, of the need to complete the required trainings. The State shall issue every two weeks a list to the Union and METC of Providers that have not completed the trainings after the first 45 days of service. The State shall notify Providers who do not complete the training within the 90 day period that they are no longer eligible to receive CCAP payments until such trainings have been completed. License-Exempt Relative Family Child Care Providers will be strongly encouraged to complete First Aid, CPR, and Mandated Reporter and will have access to these trainings at no cost to themselves.
2. The METC shall serve as a designated provider of the Health and Safety training. The State shall post information surrounding the mandatory trainings on the DHS website, CCAP application, and at CCR&R offices.
3. The training curriculum conducted by METC will be determined by the Training Committee described below and subject to the State's final approval. To facilitate their attendance at the trainings required by this Section 2.D, all enrolled Providers actively caring for a CCAP child will be paid a \$90 stipend to facilitate their attendance at the required new provider health and

safety trainings facilitated by the METC. The METC will verify attendance at online trainings prior to distributing payment or reimbursement to Providers.

4. All legacy License-Exempt Non-Relative Family Child Care Providers shall complete the trainings required by this Section 2.D no later than December 31, 2022.
5. The Union shall be permitted to conduct its union orientation of up to one hour as part of the new provider health and safety trainings without charge to pay or leave time.

E. Mandatory Annual Health & Safety Training Requirements for Licensed and License-Exempt Non-Relative Family Child Care Providers:

1. Licensed and Licensed-Exempt Non-Relative Family Child Care Providers shall complete up to six (6) hours of Child Development/Health and Safety Training on an annual basis, including during their first year. Training hours taken for the purpose of meeting the requirements of Section 2.D(1) above shall count towards the trainings required by this Section 2.E. The METC shall serve as a designated provider of annual Child Development/Health and Safety Training. The curriculum for the annual training shall be developed by the Training Committee described below and subject to the State's final approval. All enrolled Providers actively caring for a CCAP child will be paid a \$90 stipend to facilitate their attendance at the required annual training facilitated by the METC.
2. Licensed-Exempt Relative Care Providers are exempt from Child Development/Health and Safety Training on an ongoing basis, but will be strongly encouraged to participate in trainings. The Training Committee will annually review participation for this Provider group. All enrolled Licensed-Exempt Relative Care Providers actively caring for a CCAP child will be paid a \$90 stipend to incentivize and facilitate their attendance at the annual training facilitated by the METC.
3. All License-Exempt Non-Relative Family Child Care Providers will be assigned an annual training completion date based on the date they are first approved for CCAP.
4. The deadlines in this Section 2.E shall be effective no sooner than 12 months following the development and notification to Providers of the annual training program and requirements.
5. The State shall provide notification to Providers within the first 90 days of service and annually thereafter of the need to complete required annual training. Failure to complete the required training or maintain the required certifications by the assigned annual completion date shall result in the Provider being

suspended from funding, until the trainings have been completed and the Department has received verification of such completion.

F. Notification of Changes in Trainings

The State agrees to notify the Union and METC of any change or proposed change which affects training, education, or professional development requirements or incentives for Providers. The State shall make reasonable efforts to notify the Union of such changes prior to or concurrently with other external stakeholders. The State agrees to meet with the Union and/or METC regarding the changes upon request.

Section 3. Training Committee

To enhance the services delivered by Providers pursuant to the Child Care Assistance Program, the State and the Union will establish a joint training committee (the "Training Committee"). The State and the Union shall jointly determine the size and composition of the Training Committee; the Training Committee shall, at a minimum, include representatives of the State and the Union, and may also include additional experts and/or stakeholders as deemed necessary and mutually agreed upon.

The Training Committee shall meet to identify needs and issue recommendations to improve the quality of care that licensed and license-exempt Providers are able to offer. Recommendations may include, but are not limited to: improving communication, coordination, accessibility, and support around existing training, education, and quality improvement initiatives; developing new initiatives and/or making changes to existing initiatives, if such needs are identified; expanding access to and availability of existing and/or new initiatives; develop and modify existing training requirements Providers need to complete; and develop curricula for mandatory orientation and trainings. Funding for such training shall be in accordance with this Article. Recommendations shall be issued annually by the Training Committee no later than March 31st, unless mutually agreed otherwise.

Section 4. Training Fund

A. Funding

- The State agrees to provide up to the following maximum annual amounts into the Helen Miller-SEIU Member Education Training Center Child Care Training Fund ("METC Fund") for deposit in an appropriate account for the purpose of funding the orientations, trainings and provider supports required by this Article and the recommendations of the Training Committee: beginning Fiscal Year 2024, \$3 million; beginning Fiscal Year 2025, \$6 million; beginning Fiscal Year 2026, \$7.5 million; beginning Fiscal Year 2027, \$9 million. This funding shall be in addition to, rather than replacing, existing State spending on training, education, and/or quality improvement initiatives. By mutual agreement of the parties, the maximum annual amount contributed as stated above may increase based upon the projected expenses of the training program.

B. Terms of Contributions to the METC Fund

Contributions to the METC Fund shall be made on a quarterly basis. DHS shall voucher the initial payment of one quarter of the then applicable annual maximum payment to the METC Fund as soon as the contract for these services is filed with the Illinois Office of the Comptroller. Subsequent payments shall be based on quarterly expenditure reports. Payments will equal the amount reported as spent in the previous quarter. All expenditure reports must be reviewed and approved by DHS before reimbursements are made.

C. Annual Budget and Reporting

Prior to each Fiscal Year, the METC Fund shall provide a proposed budget and training plan for the subsequent Fiscal Year to the State by April 30th for approval. The Training Committee shall approve or disapprove of the METC Fund's proposed budget and training plan normally within 30 days of receipt of such budget and training plan. Unapproved expenditures will not be reimbursed by the State.

Prior to each fiscal year, the METC shall submit a proposed class schedule with number of classes or other professional services to be offered or conducted, times, locations and number of slots available to the committee for approval prior to all scheduled training/education sessions. The Committee shall approve or disapprove of the METC Fund's proposed schedule within thirty (30) days of receipt of such schedule.

The State reserves the right to reject any proposals of the Committee, including for trainers and educators, venue and training materials. However, the State's approval will not be unreasonably withheld.

No later than August 15 of each Fiscal Year, the METC Fund shall provide to the Training Committee and to the State an accounting of all expenditures from the METC Fund. Any remaining unspent funds shall be returned to the State within 30 days thereafter.

The METC Fund shall issue quarterly reports upon the following terms:

1. The quarterly reports shall be submitted to the Training Committee and to the Child Care Assistance Program prior to the next scheduled disbursement of funds; in no event shall such quarterly reports be submitted more than 30 days after the end of the previous quarter.
2. The quarterly reports shall include, but not be limited to:
 - A detailed cost report itemized by type of expenditure associated with the Training Program including payments to Providers, operations and administration. Detailed back-up documentation to support all expenditures shall be made available to the State upon request;

The names, Social Security numbers or other unique identifying numbers such as employer number or Gateway ID as mutually agreed upon and other necessary information regarding the Providers participating in each training/education session; and

The actual dates of each training/education session, the location of each such training/education session, and the start and end times of each such training/education session.

D. Purpose of Funding

Funding shall be used exclusively to provide training, education, technical assistance, mentorship and other professional development services and supports to Providers. Such uses may include, but are not limited to:

1. Payment or reimbursement to Providers who attend the training, however it is understood that Providers shall not attend trainings during time they are actively caring for children and billing CCAP for the same time; additionally, travel time, travel costs and union activity time for Providers outside of what is provided for under this Article, are not reimbursable.
2. Designing, developing and purchasing the curriculum for such training, education, mentorship and other professional development services;
3. Facilitation of such training, education, mentorship and other professional development services which may include recruiting, training, managing, supervising and compensating educators and/or consultants, scheduling classes and instructors, locating and renting space, site visits and individual meetings enrolling active Providers, processing payments to Providers upon completion of training, and purchasing Training Committee-approved materials and equipment for training;
4. Outreach regarding such services and supports, including but not limited to informational mailings and phone outreach;
5. Supporting participation in and successful completion of college coursework and degrees;
6. Recruiting, onboarding, and providing training and support for new Providers;
7. Developing and delivering apprenticeship programs for family child care providers;
8. Coaching, technical assistance, navigation, and/or advising services;
9. Offering marketing and matching services and support to Licensed Providers;
10. Offering and/or helping providers access back office or other administrative or business supports, technical assistance, and other shared services;

11. Supporting the delivery of Pre K in Family Child Care homes;
12. Offering technical assistance in the CCAP application for individuals interested in providing care as a Relative or Non-Relative License-Exempt Provider; and
13. Administrative expenses in connection with offering the training program, including but not limited to accounting for and paying for program expenditures, including processing payroll for Training Program staff, and preparing and submitting reports on attendance and expenditures. Expenses in connection with such administration shall not exceed 10% of the annual maximum amount, unless mutually agreed.

The METC Fund may partner and/or subcontract with other entities where appropriate to provide any of the above.

All reasonable efforts shall be made to schedule education, mentorship, and other professional development sessions in the most cost-effective manner, including utilizing venues which are both inexpensive and convenient to the Providers. All reasonable efforts shall be made to offer training and education sessions in classroom settings to include the greatest number of Providers in the widest geographic range and in venues which may be utilized at no charge where possible. Such training and education sessions shall be augmented by utilizing video conferencing equipment and/or webinar to include the greatest number of Providers regardless of geographic location. Training and education sessions may be recorded or videotaped for marketing and archival purposes. Recorded sessions are not intended to supplant in-person training/education sessions.

E. Stipends

Consistent with current practice and subject to Training Committee budget approval, the METC may pay stipends for Providers who complete orientations or trainings offered by the METC.

F. Support for Training Accreditation and Approval

Upon request, the State agrees to support the METC in completing necessary requirements to gain approval to offer any training or education program, to the extent such approval is under the control or influence of the State or its subcontractors. In particular, the METC shall complete necessary requirements and shall then be granted approval to offer any and all Illinois Trainers Network (ITN) trainings it proposes to include in its class schedule. The State agrees to collaborate with the Union and METC to ensure that METC trainers can be trained to deliver these courses in a timely manner.

G. Participation in Programs

All Providers approved for CCAP payments are eligible to participate in the Training Program. The Training Committee may implement reasonable limits on

participation. Providers who are eligible on the first day of participation in a training series or other METC initiative that lasts more than one day shall be considered eligible for the entirety of the program.

ARTICLE XIV – TERM OF THE AGREEMENT

Section 1. Entire Agreement


This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its terms. The State and Union, for the duration of this Agreement, each waives the right and each agrees that the other shall not be obligated to bargain with respect to any subject matter referred to or covered in 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 understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This section shall not constitute a waiver by the Union to negotiate the impact of changes to the Child Care Assistance Program affecting terms and conditions of employment under the State's control.

Section 2. Severability

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

Section 3. Term of the Agreement

This Agreement shall be effective July 1, 2023, and shall remain in full force and effect until June 30, 2027. Thereafter, it shall automatically renew itself from year to year unless at least one hundred and twenty (120) days prior to termination, either party serves notice in writing, of its intent to amend, add to, subtract from, or terminate this Agreement.


For the State of Illinois *By Eugene Boyle*

DATE: 7/17/2024


For the Union

DATE: 7-2-24

For the Union

President

Date

For the State

Date

Maia G. Plummer
Diana Macias
India Ford
Pam Frank
Laura L. Maldonado
Clarissa P. Roman
Ana Lucia Perez
Luis Lopez
Juan Luis Alvarez
Paul E. Alvarez
Maria Rosette Gumen
Marta J.
Emma J. Lopez
Cristina
Maggie Murphy
Bridgett York
Margaret Laro
Shirley Olson
Janet E. West
Karin Sillman

Raven DeBeauvoir
7/17/2024
7-18-24

Side Letter on Provider Monitoring and Attendance Records

Monitoring

- a.) Annual Health and Safety monitoring visits shall occur for all Licensed-Exempt Providers, except that licensed exempt “relative care” providers are exempt from monitoring visits.
- b.) The monitoring visit will be treated as a resource and check in visit, where the State representative will supply the provider with materials or documents outlining child care resources available in their area such as trainings, information regarding the Child and Adult Care Food Program, age appropriate toys and books, health and safety equipment such as a first aid kit and fire extinguisher, carbon monoxide detector, safety outlet covers, and any other resource deemed necessary that is beneficial to the Providers or the children.
- c.) Monitoring visits will be scheduled with providers in advance, on a mutually agreed date and time, if possible. Notwithstanding the foregoing, if a health and safety coach is present at a Provider’s home for a legitimate reason other than a monitoring visit, the parties acknowledge that the coach may report any obvious monitoring violations.
- d.) Through monitoring visits, the State will make reasonable efforts to assist Providers to achieve the Health and Safety standards of the Program.

Attendance Records

- a.) All Providers are responsible for maintaining records of daily attendance, such as but not limited to sign-in sheets which the Department of Human Services may request to review at any point within a five (5) year period. Such records must be maintained in order for the Department to have the ability to verify that care was provided for the days in which the Department was billed. Providers will be informed of their responsibility to maintain such attendance records during “What is CCAP” training and other trainings required by the State in connection with the Child Care Assistance Program.

- b.) Failure of a Child Care Provider to keep and maintain an attendance log shall not be the sole reason for a finding of fraud.

Karen Derbush
For the State of Illinois by Elizabeth



DATE: 7/17/2024

[Signature]
For the Union


DATE: 7-22-24

Side Letter on The Child and Adult Care Food Program

The parties shall meet and discuss expansion of utilization of the Child and Adult Care Food Program in order to reach underserved populations.


For the State of Illinois 


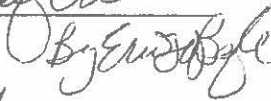
DATE: 7/17/2024


For the Union


DATE: 7-22-28

Side Letter on Site-Administered Family Child Care Networks

Providers' child care services rendered through Site-Administered Family Child Care Networks shall be covered by and subject to Articles IV Sec. 5 (Lists) and 10 (Fair Share), Article VII (Rates) and Article IX (Health Insurance) of this Agreement. The Parties shall promptly meet to determine implementation of this provision, which implementation shall be completed no later than July 1, 2014.


For the State of Illinois 

DATE: 7/17/2024


For the Union

DATE: 7-22-24

Side Letter between SEIU HCII & State of Illinois (Departments of CMS & DHS)

This Side Letter Agreement is made and entered into by and between the State of Illinois, Departments of Central Management Service and Human Services (the "State") and the Service Employees International Union, Healthcare Illinois & Indiana and its successor ("SEIU HCII" or the "Union"). The State and SEIU HCII are collectively referred to as the Parties. This Side Letter Agreement shall be incorporated into and become a part of the current labor contract between the parties covering Providers in the Department of Human Services, Child Care Assistance Program, which expires on June 30, 2027 (the "CBA"). The Parties agree to the following.

In the event that payroll deductions for Union dues, initiation fees, PowerPAC, COPE, or other SEIU designated entities, as provided in Article VIII, Section 3, of the parties' CBA, are no longer permitted by State or Federal law, the parties shall meet promptly within 30 days and negotiate with respect to substitute provisions for such payroll deductions. Such substitute provisions may include, but not be limited to, the Union providing to the State authorizations by Providers for the State to release to the Union's Designated Secure Payment Processor ("DSPP") the Provider's financial account information, such as bank account or debit card account information, on file with the State (collectively, "Financial Information"), for the purpose of processing Union dues, initiation fees, or Power PAC or COPE contributions via direct electronic funds transfers. The State agrees to honor such authorizations for the purpose of such release and agrees it will take any and all steps necessary to implement the authorizations. Within thirty days of the State's receipt of such authorization from the Union or as soon thereafter as is practicable, the State will provide to the Union's DSPP, by electronic transmission, the following Information: the Provider's name, account number and routing number, birth date, last four digits of Social Security number, FEIN, home address, home phone number, and cell phone number that are in the State's possession (collectively, the "Released Information"). This transmission shall occur within thirty days of the State's receipt of such authorizations from the Union or as soon thereafter as is practicable. The State agrees to accept and honor such authorizations in electronic form, such as internet-based or telephonic authorization, consistent with the parties' practice for payroll deduction authorizations and the letter agreement regarding Electronic Authorizations for Payment Deductions, dated August 1, 2014. All authorizations shall inform the Provider that such person is authorizing the State to release to the Union and any DSPP the list of Financial Information and Released Information referenced above (collectively, "Information").

Notwithstanding any other provision of this section, the State and the Union shall comply with the Personal Information Protection Act, 815 ILCS 530/1 et seq., and the Identity Protection Act, 5 ILCS 179/1 et seq., in connection with any Information that has been transmitted or released, the Union shall implement reasonable security measures to protect such Information from unauthorized access, acquisition, destruction, use, modification, or disclosure (collectively the "Protected Events"), any DSPP to whom such Information is released or transmitted shall warrant compliance with such statutes and measures as a precondition of such release or transmission, and the Union shall

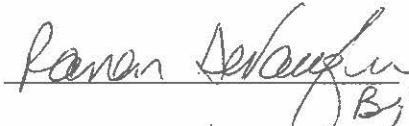
indemnify the State for any liability arising from the release or transmission of such Information, the occurrence of any of the Protected Events, or the failure to comply with any other legal obligations concerning the Information.

For the Union:



Dated: 7-22-24

For the State:


_____ B, Eudora B. Galt

Dated: 7/17/2024

Side Letter Agreement Concerning Labor/Management Committee

This Side Letter Agreement is made and entered into by and between the State of Illinois, Department of Central Management Services and Human Services (the “State”) and the Service Employees International Union, Healthcare Illinois & Indiana and its successor (“SEIU HCII” or the “Union”). The State and SEIU HCII are collectively referred to as the Parties. This Side Letter Agreement shall be incorporated into and become a part of the current labor contract between the parties covering Providers in the Department of Human Services, Child Care Assistance Program, which expires on June 30, 2027 (the “Agreement”). The Parties agree to the following.

The Parties agree that they shall schedule and meet for labor-management committee meetings, per Article XI of the Agreement, no less than once per quarter unless mutually agreed otherwise. In addition to any other topics for discussion permitted or required by Article XI of the Agreement or as mutually agreed, the Parties shall discuss the following topics:

1. Improving Recruitment, Retention, and Compensation. The State and the Union agree to discuss ways to improve the recruitment, retention, and compensation of the child care workforce, including the following topics: 1) identification of up-to-date target wage and benefit levels to recruit and retain child care workers and to enable them to support their families, informed by the lived experience of the child care workforce; and 2) the cost of providing care and the payment amounts to Providers that are necessary to fund the identified wage and benefit levels. The Parties may engage with other identified third parties where appropriate and by mutual agreement.

2. Lead mitigation and lead service line replacement for child-related facilities. The State and the Union agree to discuss issues and concerns regarding lead mitigation in Group Day Care Homes and Day Care Homes. As part of these discussions, the Parties agree to engage with the Illinois Environmental Protection Agency, other State agencies, and other identified third parties where appropriate and by mutual agreement.

3. Language accessibility to CCAP Families and Providers. The State and the Union agree to discuss improving language access to Providers and families in CCAP as part of Labor – Management meetings under Article XI of the Agreement. Recommendations issued by the committee may be implemented in the successor agreement.

4. Family Child Care Providers and Preschool for All. Consistent with the State and the Union’s shared commitment to the delivery of Preschool for All and Preschool for All Expansion services to families who use or wish to use family child care providers, the State and the Union agree to discuss barriers to family child care participation in Preschool for All and Preschool for All Expansion, and identify potential solutions.

5. Approved Child Care Worker Registry. The State and Union agree to discuss a process through which the names and contact information of individuals who have been cleared to work in child care within the last two years can be accessed by family child care providers who are looking for staff or substitutes, or by the METC fund or other entities assisting family child care providers in locating staff or substitutes, without the delays associated with completing a new background check process. If such process is agreed to by the parties, it may be implemented during the term of this Agreement.

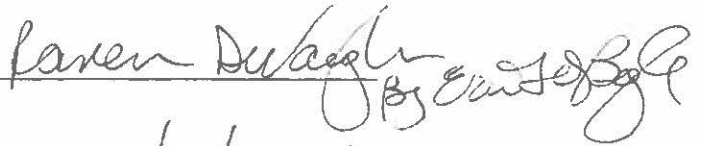
For the Union:



Dated:

7-18-24

For the State:



Dated:

7/17/2024