

2005 - 2007

COLLECTIVE BARGAINING
AGREEMENT

Between

HOME CARE COMMISSION

And

SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 503, OPEU

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JOINT INTRODUCTORY STATEMENT TO COLLECTIVE BARGAINING AGREEMENT

The parties to this Collective Bargaining Agreement affirm the commitment of the Homecare Commission and the Service Employees International Union, Local 503, OPEU to maintain a partnership based on principles of mutual respect, courtesy and dignity.

We acknowledge that this is a unique employer-employee relationship that also requires collaboration with consumers, their family members, DHS/AAA staff and advocates. It is our intent to create an atmosphere where those same principles of respect, courtesy and dignity apply to all of those partnerships.

On Behalf of the Homecare Commission

On Behalf of SEIU Local 503, OPEU

ARTICLE 1 – PARTIES TO THE AGREEMENT

This Agreement is entered into between Service Employees International Union, Local 503, OPEU (Union) and the Home Care Commission (Employer) acting through the Department of Administrative Services (DAS).

ARTICLE 2 – RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive bargaining representative for all Homecare Workers (Employees) represented by the Union as listed in Section 2.

Section 2. The Employer and the Union have established a single bargaining unit that consists of:

All full-time, part-time, hourly, and live-in publicly funded Homecare Workers employed through the Employer, who are Client-Employed Providers (CEPs), Spousal Pay Providers, and providers in the Oregon Project Independence (OPI) Program, and for whom compensation is paid by Department of Human Services (DHS) or other public agency that receives money from DHS.

All other Homecare Workers, including those employed by other employers, and supervisors are excluded.

Section 3. When there has been a determination of the Employment Relations Board to modify the bargaining unit listed in Section 2 of this Article or when the Parties reach mutual agreement to modify, negotiations will be entered into as needed or as required by law.

ARTICLE 3 – TERM OF AGREEMENT

Section 1.

(a) This Agreement shall become effective on the date of the last signature by representatives of DAS and the Union on the complete agreement after full acceptance by the Parties, and expires on June 30, 2007.

(b) Either party may give written notice during the one hundred eighty (180)-day period preceding the expiration of the Agreement.

(c) Negotiations shall commence at a mutually agreeable date after receipt of such notice.

Section 2. This Agreement shall not be opened during its term except by mutual agreement of the Parties, by proper use of Article 6 - Separability, or as otherwise specified in the Agreement.

ARTICLE 4 – COMPLETE AGREEMENT

Section 1. Pursuant to their statutory obligations to bargain in good faith, the Employer and the Union have met in full and free discussion concerning matters in “employment relations” as defined by ORS 243.650(7). This Agreement incorporates the sole and complete agreement between the Employer and the Union resulting from these negotiations. The Union agrees that the Employer has no further obligation during the term of this Agreement to bargain wages, hours, or working conditions except as specified below.

Section 2. The Parties recognize the full right of the Employer to issue rules, regulations and procedures and that these rights are diminished only by the law and this Agreement, including interpretative decisions which may evolve pursuant to the proper exercise of authority given by the law or this Agreement.

Section 3. The Employer agrees to bargain over any change(s) it proposes to make to mandatory subjects of bargaining not covered by the Agreement pursuant to the Public Employee Collective Bargaining Act (PECBA). Changes to any of the terms and conditions contained in the Agreement may be made by mutual agreement or as otherwise allowed by ORS 243.702.

ARTICLE 5 – SEPARABILITY

In the event that any provision of this Agreement is at any time declared invalid by any court of competent jurisdiction, declared invalid by final Employment Relations Board (ERB) order, made illegal through enactment of federal or state law or through government regulations having the full force and effect of law, such action shall not invalidate the entire Agreement, it being the express intent of the Parties hereto that all other provisions not invalidated shall remain in full force and effect. The invalidated provision shall be subject to re-negotiation by the Parties within a reasonable period of time from either party's request.

ARTICLE 6 – NO STRIKE/NO LOCKOUT

Section 1. During the term of this Agreement, the Union, its members and representatives agree not to engage in, authorize, sanction or support any strike, slowdown or other acts of curtailment or work stoppage.

Section 2. The Employer agrees that, during the term of this Agreement, it shall not cause or initiate any lockout of Employees.

Section 3. This Article does not apply to the consumers' sole and undisputed rights provided in the law, including the selection and termination of employment of the Employee.

ARTICLE 7 – UNION RIGHTS

Section 1. Bulletin Boards. The Union shall be allowed to provide and maintain a bulletin board or share space on an existing bulletin board in an area regularly accessible by represented Employees where space is deemed available by Management of the facility. Such space shall not be denied for arbitrary or capricious reasons.

Section 2. New Member Orientation. When an orientation is scheduled for representable Employees', the Union shall be invited to make a presentation at a mutually agreeable time about the organization, representational status, and union benefits and to distribute and collect membership applications.

Section 3. List and Information. By the tenth (10th) calendar day of each month, the Union shall receive a list of all current Employees' name, address, telephone number, social security

number or identification number, provider number, hours worked, gross pay, union dues, fair share payments and other deductions for the previous month's activity. The list will be provided in an agreed-upon format and transmitted electronically.

Section 4. The Union agrees to pay reasonable costs associated with fair share and dues deduction administration and/or system changes to accommodate fair share and/or dues deduction.

Section 5. The Union shall indemnify and hold the Employer or designee harmless against claims, demands, suits, or other forms of liability which may arise out of action taken by the Employer or designee for the purpose of complying with the provisions of this Article.

Section 6. Dues Deduction.

(a) Upon written request from the Employee, monthly Union dues plus any additional voluntary Union deductions shall be deducted from the Employee's salary and remitted to the Union. Additionally, upon written notice from the Union, authorized increases in dues in the form of special assessments shall be deducted from the Employee's salary and remitted to the Union according to this Section. Such notice shall include the amount and duration of the authorized special assessment(s). Monthly Union dues will cease, upon written notice from the Employee. All applications for Union membership or dues cancellation, which the Employer receives, shall be promptly forwarded to the Union. Employee applications for Union membership or dues cancellation, which the Union receives, shall be promptly forwarded to the Employer.

(b) Dues deduction shall continue until such time that the Employee requests cancellation of the dues deduction in writing.

(c) Upon return from any break in service of not more than twelve (12) months, reinstatement of the dues deduction shall occur for those workers who were having dues deducted immediately prior to said break in service.

(d) Dues deduction shall only occur after all mandatory and priority deductions are made in any pay period.

Section 7. Fair Share. All Employees in the bargaining unit who are not members of the Union shall make fair share payments in-lieu-of dues to the Union.

(a) Fair share deductions shall be made in the first full month of Employee service but shall not be made for any month in which the Employee works less than thirty-two (32) hours.

(b) Bargaining unit members who exercise their right of non-association, for example, when based on a bona fide religious tenet or teaching of a church or religious body of which such Employee is a member, shall pay an amount of money equivalent to regular monthly Union fair share dues to a non-religious charity or to another charitable organization mutually agreed upon by the Employee and the Union and such payment shall be remitted to that charity by the Employee in accordance with ORS 243.666. At time of payment, the Employee shall simultaneously send verifiable notice of such payment to the Employer and the Union.

(c) Upon return from any break in service of not more than twelve (12) months, reinstatement of fair share deduction shall occur for those workers who were having fair share deduction immediately prior to said break in service.

(d) Fair share deductions shall only occur after all mandatory and legal deductions are made in any pay period.

(e) Fair Share Adjustment Summaries for SEIU Local 503, OPEU Home Care Members. The payroll summaries will be forwarded to the Union by the tenth (10th) calendar day of the following month. The Fair Share Adjustment Summary will reconcile the previous month's remittance with the current month's remittance. The Fair Share Adjustment Summary will be an alphabetical listing and shall show the following:

- Name (last name first, full first name, middle initial);
- Formatted Social Security Number (000-00-0000) or identification number;
- Provider number;
- Prior month deduction;
- Current month deduction;
- Variance (difference between prior month deduction and current month).

(f) Any additional information requested under this Section may be made available electronically to the Union.

Section 8. List of Representatives. The Union shall provide the Employer with a list of the names of authorized Union staff representatives and elected officers, and shall update those lists as necessary.

Section 9. Other Deductions. Voluntary payroll deductions made to the Union for Employee benefits shall be submitted at the same time as regular dues deductions.

No later than the tenth (10th) calendar day of each month, the Union shall receive a benefit register for each benefit listing each Employee, the amount deducted, and the purpose of the deduction.

ARTICLE 8 – PAYROLL/TAX WITHHOLDING

Section 1. Paychecks shall be issued and postmarked within three (3) working days (excluding Oregon and Federal holidays) of the proper submission of a completed time voucher by the Employee.

Section 2. Vouchers shall be issued no later than seven (7) calendar days from proper submission and processing of the prior pay period's voucher.

Section 3. Upon initial hire, an employee shall have the option to be paid on a monthly or bi-monthly basis regardless of the number of hours worked each month. An employee may change the option twice each calendar year.

ARTICLE 9 – NO DISCRIMINATION

Section 1. The Union and the Employer agree not to engage in unlawful discrimination against any Employee because of religion, sex, race, creed, color, national origin, sexual orientation, age, physical or mental disability or Union activities.

Section 2. This article does not apply to the consumers' sole and undisputed rights provided in the law, including the selection and termination of employment of the Homecare Workers.

ARTICLE 10 – REMOVAL FROM THE REGISTRY

Section 1. Removal from the Registry for Inactivity. If an Employee has not worked for any client for the previous twelve (12) months, he/she will automatically be removed from the registry. If an Employee requests removal from the Registry, or reports not available for work, the Employee will be inactivated for further referrals. At any time thereafter, should a previous Employee request to re-enter the home care workforce and is deemed qualified by the Employer, the Employee shall be added back to the Registry.

Section 2. An active Employee will be provided written notification within ten (10) working days of the conclusion of an investigation in the event the Employer intends to remove the Employee from the Registry based on that investigation.

Section 3. Removal from the Registry of Active Employees. An active Employee may be removed from the registry when the facts support the Employer's claim of misconduct, poor performance or other violations of the rule(s) adopted by the Employer and removal from the Registry is a reasonable penalty for a proven offense. An investigation shall be conducted prior to removal. An employee may request and be given any Registry information pertaining to that individual employee within three (3) business days. The employee will be informed of projected costs, if any, for gathering and providing the requested information for the purposes of making the required advance payment, as appropriate. Actual charges shall be based on actual costs incurred.

Section 4. The Employer's removal from the Registry of an actively employed Homecare Worker resulting from the loss of a provider number pursuant to the DHS Administrative Review Process (ARP) is not subject to the grievance procedure. Should an ARP appeal result in the restoration of the provider number, DHS shall promptly notify the Employer of such determination. The Employer shall reactivate the Employee on the Registry where such removal was based solely on facts related to the provider number termination. Failure to reactivate the Employee on the Registry is subject to the grievance procedure.

Section 5. Employer removals from the Registry, other than described in Section 4 of this Article, are subject to the grievance procedure and the ERB's decision will be based on whether the facts support the Employer's written claim and removal from the Registry is a reasonable penalty.

Section 6. The state-wide Registry shall be operational no later than July 1, 2006.

ARTICLE 11 – GRIEVANCE PROCEDURE

Section 1. Grievances are defined as acts, omissions, applications, or interpretations alleged to be violations of the terms or conditions of this Collective Bargaining Agreement.

Section 2. The Employer encourages, whenever possible, an informal resolution approach between the Employee and local DHS/Area Agencies on Aging (AAA) or Area Agencies on Aging and Disabilities (AAAD) representative(s) over the application of the terms and conditions of the Collective Bargaining Agreement that are within their authority to administer.

Section 3. Grievances shall be filed within thirty (30) calendar days of the date the grievant or the Union knows or by reasonable diligence should have known of the alleged grievance. Once filed, the Union shall not expand upon the original elements and substance of the written grievance.

Grievances shall be reduced to writing, stating the specific Article(s) alleged to have been violated, a clear explanation of the alleged violation, and the requested remedy. Grievances shall be processed in the following manner:

Step 1. The Union on the grievant's behalf may submit the grievance in writing within thirty (30) calendar days to the Home Care Commission Executive Director or designee. The grievant and Union representative (designated by the Union) or the Union representative will attempt to meet with the Home Care Commission Executive Director or designee within thirty (30) calendar days following the Commission's receipt of the grievance. Such meeting, if held, may be face-to-face or via teleconference. Failure to meet will not invalidate the grievance.

The Commission designee shall respond to the grievance in writing within fifteen (15) calendar days following the Step 1 meeting or the date when the Parties agreed that such a meeting would not be necessary.

Step 2. No grievance may be processed under this Step which has not first been filed and investigated in accordance with Step 1 above. When the response at Step 1 does not resolve the grievance or no response is received within the fifteen (15) calendar days, the grievance appeal may be filed in writing to the Employment Relations Board (ERB) for hearing within thirty (30) calendar days whether or not a Step 1 response has been received, unless the Parties mutually agree to seek alternative dispute resolution assistance. The filing shall include the formal written grievance and any related information. The ERB shall have no authority to rule contrary to, to amend, add to, subtract from, change or eliminate any of the terms of this Agreement. The Parties waive any right to appeal ERB decisions at Step 2. The decision of ERB shall be final and binding except for decisions made outside the scope of their authority as defined in this paragraph.

Section 4. Time Limits. The time limits specified in this Article shall be strictly observed, unless either Party requests a specific extension of time, which, if agreed to, must be stipulated in writing and shall become part of the grievance record. "Filed" for purposes of all steps shall mean date of receipt by mail, hand delivery, by facsimile (fax), or as otherwise agreed to by the Home Care Commission Executive Director, or designee, and the Union. If the Employer fails to issue a response within the time limits, the Union may advance the grievance by written notice to the next step unless withdrawn by the Union. If the Union fails to meet the specified time limits, the grievance shall be considered withdrawn and cannot be resubmitted.

Section 5. The Employer is not responsible for any compensation of Employees or their representative for time spent investigating or processing grievances nor any travel or subsistence expenses incurred by a grievant or Union Steward in the investigation or processing of grievances.

Section 6. Each party shall bear the cost of its own presentation at Step 2, including preparation and post-hearing briefs, if any.

Section 7. At the conclusion of the ERB proceeding, the Parties shall share cost of filing and answer fees. Neither party will request representation costs or civil penalties under ERB rules.

ARTICLE 12 – HEALTH PLAN

Section 1. Employer Contribution. Effective April 1, 2005, the Employer shall provide health insurance for eligible participating Employees as follows:

(a) For each eligible participating Employee who lives in the Kaiser Permanente service delivery area, the Employer shall pay four hundred thirty-one dollars and eighty cents (\$431.80) for the medical insurance plan described in Appendix A.

(b) For each eligible participating Employee who lives outside the Kaiser Permanente service delivery area, the Employer shall pay five hundred forty-nine dollars and thirty-seven cents (\$549.37) for the Oregon Dental Service (ODS) medical insurance plan described in Appendix B.

Section 2. Effective April 1, 2006, the Employer's contribution for medical insurance will be adjusted to reflect Kaiser and ODS rate increases, as indicated below. Additionally, effective April 1, 2006, the Employer will contribute up to the following maximum amounts for dental and vision:

Kaiser Permanente	
Medical	\$431.80
Dental	\$41.64
Vision	\$5.29
Oregon Dental Service	
Medical	\$649.96
Dental	\$39.49
Vision	\$7.16

The increases shall not exceed a total maximum increase of thirteen percent (13%) in the composite rates for the plan year beginning April 1, 2007. Such increases shall be based on the actual plan participation for the month prior to notice by the carriers of the new rates for the affected plan year.

Section 3. Eligibility. Initial eligibility shall begin thirty (30) days after the second month when an Employee has worked a minimum of eighty (80) authorized and paid hours in each of the two (2) immediately preceding months. An Employee will lose eligibility for the Employer contribution thirty (30) days after he/she fails to work a minimum of eighty (80) authorized and paid hours in each of the two (2) immediately preceding months.

Section 4. Employees shall not be eligible to receive the Employer contribution for health care benefits under this Article if the worker is receiving other health care benefits, except for Medicare and Veterans' benefits. For purposes of eligibility determination by the health plan administrator, the Employee must declare when receiving other health care benefits.

Section 5. The Union agrees to administer the health plan in accordance with this Article and the National Association of Insurance Commissioners (NAIC) acts and regulations. The Employer will pay the Union for the cost of health plan administration in accordance with the contract on health insurance administration that will be executed by the Parties.

ARTICLE 13 – WORKERS’ COMPENSATION

Section 1. Upon receipt of client request and authorization, the Employer shall provide Workers’ Compensation insurance coverage to actively employed Homecare Workers by an appropriate insurer. The Employer will ask the Department of Human Services to facilitate the distribution and collection of such authorization forms.

Section 2. During the covered period, the Employer acting through DAS agrees to meet quarterly, or as otherwise mutually agreed, with representatives from the Union and the designated carrier to review available data concerning claims, claims costs, and projected premium expenditures.

Section 3. To assure continued affordable health and Workers’ Compensation insurance is available to its members, the Union agrees to provide the best, good faith efforts to work with and support the designated insurance carrier in the areas of loss control, return to work, timely claims management and to provide and promote mandatory and/or voluntary training opportunities to its members.

ARTICLE 14 – WAGES

Section 1. Effective July 1, 2005, increase the hourly rates by \$0.25 and effective July 1, 2006 an additional \$0.25 increase. The rate schedule for compensation of eligible Employees is outlined below:

Activities of Daily Living	Hourly Effective 7/1/05	Live-In Effective 7/1/05	Hourly Effective 7/1/06	Live-In Effective 7/1/06
Full assistance	\$9.51	\$9.51	\$9.76	\$9.76
Substantial Assistance/Minimal Assistance	\$9.28	\$9.28	\$9.53	\$9.53
Self-management Tasks	\$9.28	\$3.80	\$9.53	\$4.05
24-hour Availability	N/A	\$3.80	N/A	\$4.05

The Employee’s average hourly rate of pay will depend on the number of qualifying hours for each type of assistance provided.

Section 2. Relief for Live-in Workers.

A Relief Worker who is authorized to work from one (1) to sixteen (16) continuous hours will be paid nine dollars and forty cents (\$9.40) effective 7/1/05 and nine dollars and sixty-five cents (\$9.65) effective 7/1/06.

A Relief Worker who is authorized to work beyond sixteen (16) hours within any twenty-four (24) hour period will be paid at the twenty-four (24) hour availability rate in Section 1 of this Article for each of those subsequent hours.

Section 3. Twenty-four (24) hour availability pay will be made only in client plans that are specifically designated as twenty-four (24) hour care plans.

Section 4. Twenty-four (24) hour caregivers shall receive no less than sixty (60) hours a month of pay at the twenty-four (24) hour availability rate. In the event that two (2) caregivers are providing services to one (1) individual client in a twenty-four/five (24/5), twenty-four/two (24/2) setting, the hours/pay will be divided on a pro rata basis.

ARTICLE 15 – MILEAGE AND PUBLIC TRANSPORTATION REIMBURSEMENT

Employees shall be reimbursed for eligible personal vehicle miles authorized for service plan related non-medical transportation at a rate of forty cents (\$.40) per mile for the term of this Agreement.

DHS/AAA or AAAD will reimburse Homecare Workers for the actual cost incurred for preauthorized public transportation when needed to accompany a client.

ARTICLE 16 – TIME OFF

Section 1. Live-In Providers. Live-in providers shall accrue one (1) paid day (defined as twenty-four (24) hours) for every month of work up to a maximum of one hundred forty-four (144) hours.

Such time off may be taken in one (1) hour increments subject to client or designee authorization and available relief. Payment for time taken shall be based on the average daily-authorized wage rate for the Employee.

Live-in providers who separate from service and return and provide live-in services within one (1) year from the last date live-in services were provided to a consumer shall have all unused leave credits restored. Live-in providers who convert to hourly or separate from live-in service and return as an hourly provider within one (1) year from the last date of live-in services shall be credited with their unused hours of leave up to a maximum of sixteen (16) hours. Effective July 1, 2006, hours will be credited up to a maximum of thirty-two (32) hours.

Section 2. Non Live-In Providers. Effective July 1, 2005, on July 1 of each year, active employees who worked eighty (80) authorized and paid hours in any one (1) of the three (3) months that immediately precede July (April, May, June) shall be credited with sixteen (16) hours of paid time off. On February 1 of each year, active employees who worked eighty (80) authorized and paid hours in any one (1) of the three (3) months that immediately precede February (November, December, January) shall be credited with sixteen (16) hours of paid time off. Such leave shall not be cumulative beyond the biennium in which it was earned.

Such time off must be utilized in eight (8) hour blocks. If the Employee's normal workday is less than eight (8) hours, such time off may be utilized in blocks equivalent to the normal workday. Payment for time taken shall be based on the average authorized hourly wage rate for the Employee. If the accrued hours are not used within the biennium earned, the balance shall be reduced to zero (0). Employees will not be compensated for paid time off unless the time is actually taken.

Section 3. Time taken off will be reflected on the time sheet. The accumulated paid time hours off will be posted on each wage statement balance.

Section 4. Hourly caregivers who transfer to twenty-four (24) hour care shall maintain their paid time off balance and begin accruing at the twenty-four (24) hour rate effective the first of the month in which they begin their twenty-four (24) hour assignment.

Section 5. It is not the Homecare Worker's responsibility to find their own replacement when they take paid leave. The client has the primary responsibility for selecting and hiring their providers. Paid leave must be prior authorized with the client and relief must be available if necessary. The client will need to sign the paid leave voucher, as they would any other voucher. Sometimes the client will require assistance from the Program Manager or designee in finding a suitable replacement provider.

ARTICLE 17 – TASK LIST OF AUTHORIZED SERVICES

Section 1. Case managers will request that the consumer provide a copy of approved services and maximum hours to their Homecare Worker(s). If Employee(s) do not receive a copy of a task list of authorized services and maximum authorized hours from their consumer, they may request a written copy from the case manager, which shall be provided to the Employee within five (5) business days from the date of request.

Section 2. If changes in hours and/or services occur other than as a result of client illness requiring alternative care or death, notice of the change shall be provided to the Employee in writing on or before the effective date of the change.

Section 3. The consumer retains the right to reduce the number of hours and/or services at any time.

ARTICLE 18 – TEMPORARY CONSUMER ABSENCES

A live-in provider shall continue to receive the rate of pay immediately preceding the consumer's absence from his/her home due to illness or medical treatment for up to a maximum of thirty (30) calendar days. This provision is predicated on the expectation that the consumer will be returning home within that thirty (30)-day period.

ARTICLE 19 – WAGE OVERPAYMENTS

Section 1. Overpayments in wages resulting from client or provider error shall be repaid at no more than five percent (5%) of the Employee's pay that is based on hours paid until repaid in full. If the Employee leaves his/her employment as a Homecare Worker before the overpayment has been fully recovered, the remaining maximum amount may be deducted from the Employee's final check(s).

Section 2. An Employee who disagrees with the determination that an overpayment has been made may grieve the determination through the grievance procedure.

ARTICLE 20 – HEALTH AND SAFETY

Section 1. When gloves and masks are not available at the consumer residence, the Employee may request from the local DHS/AAA or AAAD location and receive a sufficient amount to address assessed client needs on a monthly basis. Non-latex, non-powdered gloves will be provided where there is a demonstrable need, including those relating to allergic reactions to latex and/or powder. Requests by the Employees for safety equipment other than the gloves and masks that are routinely provided shall be in writing and shall be provided subject to local

DHS/AAA or AAAD management approval. All such requests will be responded to by Program Managers or designee in each office within twenty (20) calendar days from the receipt of the written request.

Section 2. Employees shall have access to information on communicable diseases, blood borne pathogens, and universal precautions through the local DHS/AAA or AAAD office. Such information shall be made available at New Homecare Worker Orientations, and will also be made available by Program Managers or designee in each office, upon request.

LETTER OF AGREEMENT - HCW REFERRALS

In developing the HCC Registry Program, it is the Employer's intent that referral lists of qualified Employee names be provided to consumers in random order. Should unanticipated technical problems prevent the Employer from fulfilling this statement of intent, the Employer will review the circumstances, seek guidance from all its constituencies about how to most fairly display referral lists, and revise its approach.

HEALTH INSURANCE SIDE LETTER

- A.** If, by 1/15/07, the composite rate for health insurance for the plan year that begins on 4/1/07 is projected to increase by more than 13% above the rates for the preceding year, then by 1/31/07, HUBB will produce data projecting total costs for health insurance for the entire biennium.
- B.** This calculation will be based on actual premium costs for the period from 7/1/05 through 6/30/06. Projected costs for 7/1/06 through 6/30/07 will be based on average premium costs for the period between 7/1/06 and 12/31/06. The calculation will also reflect the premium increase projected to take affect on 4/1/07.
- C.** If the projected health insurance costs for the biennium are less than \$25,486,991 GF, then the Employer will pay the full cost of the rate increase without accessing the contingency fund.
- D.** If the projected health insurance costs for the biennium are greater than \$25,486,991 GF, the Employer will use money from the contingency fund to pay for the costs in excess of that figure, provided that there is money remaining in the contingency fund after any increases in workers' compensation costs have been taken into account.
- E.** In determining how much of the contingency fund is needed for workers' compensation costs, the parties will factor in any rate increases by SAIF. The parties will also factor in actual and anticipated incurred claim costs that exceed SAIF's projections. To calculate the anticipated cost of incurred claims for the biennium, the parties will compare actual incurred claim costs for the fifteen (15) month period from 7/1/05 through 9/30/06 with SAIF's projected incurred claim costs for the same period. The ratio of these figures will be calculated as a percentage. That percentage will then be applied to the incurred claims costs that SAIF originally projected for the entire twenty-four (24) month period (July 1, 2005-June 30, 2007). The resulting figure will be adjusted to include applicable administrative costs and taxes. If the General Fund share of the resulting estimate is more than \$6,792,053 GF, the difference will be paid from the contingency fund up to a maximum of \$423,928 GF.
- F.** If, after paying the anticipated costs for workers' compensation as described in paragraph E above, there is insufficient money in the contingency fund to pay for the 4/1/07 health insurance rate increase, the two (2) days of paid time off scheduled to take effect on February 1, 2007 will be reduced to one (1) day or zero (0) days as needed and the resulting savings will be applied to the difference between projected health insurance costs and \$25,486,991 GF.
- G.** If, despite the actions described in sections (D) through (F) above, there is insufficient money to pay for the difference between projected health insurance costs and \$25,486,991 GF, the Union may negotiate a temporary change in plan design sufficient to reduce costs enough to eliminate any difference between projected health insurance costs and \$25,486,991 GF that remains after the adjustments described in sections (D) through (F) above or Homecare Workers shall pay the difference between projected health insurance costs and \$25,486,991 GF directly to the Homecare Workers Benefit Board.
- H.** If, after paying for workers compensation cost overruns as described in section E above and after paying for increases in health insurance costs above \$25,486,991 GF as described in section D

above, there is money remaining in the contingency fund, that money will be used as a one-time payment to all Homecare Workers employed as of December 31, 2006

- I.** For the purpose of this side letter, health insurance shall be defined to include dental insurance and vision insurance. All dollar amounts in this side letter refer to the General Fund share of total costs.

STATEMENT OF INTENT – TRAINING

It is the Employer's intent to maintain the Home Care Commission's Training Committee as a Steering Committee to make recommendations to the Commission related to training. The Committee shall consist of the following members:

1. Three (3) representatives from the Home Care Commission
2. One (1) representative from the Department of Human Services
3. Four (4) representatives from SEIU/HCW

The Commission may invite other appropriate partners, as necessary or as requested by the Committee members, to attend the meeting(s) to provide their expertise on training related topics/issues.

The Committee tasks will include prioritizing training needs, identifying training that targets HCW safety, reviewing and recommending curricula, locations and trainers; assisting with the selection process for any training contactors and evaluating the effectiveness of training provided. The goals of the training program shall be improving the skill level of homecare workers, and improving the clients' skills as an employer. In the event that the SEIU disagrees with a recommendation from the Training Committee to the HCC, SEIU will be invited to submit a "minority report" for consideration by the Commission. Systematic training of homecare workers, beginning with those groups most susceptible to injury, shall begin by January 1, 2006.

The training coordinator shall be hired by no later than October 1, 2005, provided HCC is successful in its recruitment efforts. The HCC will invite SEIU representatives to participate on the interview panel for the Training Coordinator position.

Three million, six hundred seventy-nine thousand, nine hundred dollars (\$3,679,900) of the funds targeted for Homecare Worker compensation will be designated for use for the HCC to cover anticipated administrative and training-related costs. The Employer intends to request that DHS pursue federal funding match wherever possible and may seek other funds, e.g., grants that might be available for training. Any amount received for training through other resources will be in addition to the \$3,679,900 General Fund dollars. The HCC agrees that the minimum amount necessary to insure effective operations of the training program will be expended on administrative costs. Subject to available funding, and where the HCC agrees with the recommendation of the Steering Committee, active HCWs will be paid for actual hours in attendance at training.

The Union shall be granted thirty (30) minutes before or after the training for Union business at each training scheduled under this Letter of Agreement.

The Committee will be kept informed of the training budget and the expenditures for training provided to homecare workers and/or consumers.

INTENT STATEMENT – DHS TERMINATION APPEAL PROCEDURE

The Union may distribute the DHS Appeal Procedure to the Homecare Workers at the same time it distributes the 2005-2007 Collective Bargaining Agreement.

DHS is receptive to reviewing the policy and receiving recommendations for policy changes from SEIU and the Homecare Workers. SEIU will be provided notice when this review will occur. At least three (3) SEIU-designated representatives will be invited to participate on the policy workgroup.

Signed this 23rd day of September, 2005, at Salem, Oregon.

FOR THE HOME CARE COMMISSION:

Eva M. Corbin, Deputy Administrator
DAS, Labor Relations Unit

Cathy Schuh
State LR Manager

Sharon Miller, Executive Director
Home Care Commission

FOR THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 503, OPEU,
AFL-CIO, CLC

Leslie Frane, Executive Director
SEIU Local 503, OPEU

Karla Spence, Chief Negotiator
SEIU Local 503, OPEU

Joyce Willman, Chairperson

Kimberly Powell, Co-Chairperson

Lee Meyers, Co-Chairperson

Marlane Morton

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Anita Pecoff

"Gus" Gary Cole

Steve Shumate

Sally Cumberworth

Deb Davis

Robert Grant

Mary Hubert-Godwin

Erin McIntosh