



**2017-2021  
COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE DEPARTMENT OF ADMINISTRATIVE SERVICES,  
ON BEHALF OF THE STATE OF OREGON**

**AND**

**THE AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES  
CHILD CARE PROVIDERS TOGETHER**

**As a result of ORS 657A.430 (SB 788) Representation of Certified and Registered Family  
Child Care Providers**

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## PREAMBLE

This Agreement is made and entered into at Salem, Oregon, pursuant to the provisions of the Oregon Revised Statutes, by and between the State of Oregon, hereinafter referred to as the STATE, through the Department of Human Services (DHS), Oregon Department of Education (ODE), Early Learning Division (ELD), and the Oregon Department of Administrative Services (DAS) hereinafter known as AGENCIES and the American Federation of State, County & Municipal Employees/Oregon Child Care Providers Together, hereinafter referred to as the UNION.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the STATE and the UNION, to provide for equitable and peaceful adjustments of differences which may arise.

The Parties share a mutual understanding that child care providers are professionals who are essential to the development, education, and well-being of children. In all dealings with Union and providers, Agencies shall:

- Start from an assumption that providers are well intentioned and doing the best they can with the information they have.
- Maintain a positive attitude in dealing with providers.
- Take time to listen to and understand providers' needs.
- Offer support, assistance, and encouragement.
- Use authority within legal parameters, carefully and with thought.
- Promote statewide consistency that is flexible enough to meet individual situations without compromising the rules.

The Parties understand that the key to a successful system of childhood care and education is a strong, balanced infrastructure that addresses safety, quality, accessibility, and affordability.

## **ARTICLE 1 - RECOGNITION**

### **Section 1.**

The State recognizes the Union as the sole and exclusive agent representing all certified and registered family child care providers pursuant to ORS 657A.430(6)(a).

### **Section 2.**

This Agreement is between the State of Oregon acting by and through the Department of Administrative Services (State) and the American Federation of State, County and Municipal Employees (AFSCME) Child Care Providers Together on behalf of the Certified and Registered Family Child Care Providers pursuant to ORS 657A.430(6)(a) in Oregon.

### **Section 3.**

There is intended to be no overlap among this population of child care providers and the population of child care providers covered in ORS 657A.430(6)(b) that refers license-exempt family care providers. Should any license-exempt family child care provider become certified or registered, AFSCME will be recognized as the sole and exclusive agent for that provider for purposes of this Agreement.

## ARTICLE 2 - UNION RIGHTS

### Section 1. Dues

a. **Dues.**

DHS agrees to deduct the monthly membership dues plus any additional voluntary union deductions from the subsidy payment(s) of those providers who individually request such deductions in writing. The amount to be deducted shall be certified to DHS by the Treasurer of the Union, and the aggregate deductions shall be remitted no less frequently than monthly. DHS will provide an itemized statement, which will be sent to the Council 75 office.

The itemized statement shall include:

Union ID

Title: Dues paid information as of

Date: MM/DD/CCYY

Provider #

Provider name

Authorization begin date

Authorization end date

Union deduction amount

Union deduction type

Amount pay claim

Claim number

Volunteer deduction flag

Total amount per deduction type

b. **Maintenance of Membership.**

Providers who are members of the Union shall be recognized by the State for the duration of this Agreement unless formally notified by the Union of a change in status. A change in address, name or license type (certified family or registered family) shall not affect membership status.

c. **Dues Deduction.**

The Union may rely on written, electronic or recorded telephonic message authorization from the Provider as verification that Provider has authorized monthly Union dues plus any additional voluntary deductions. For each Union Member, DHS will process no more than one (1) month's monthly membership dues plus any additional voluntary monthly union deductions from the DHS payments to providers for each billing month/period. Any monies owed the Union, by a Member and under the circumstances cited immediately above, shall be the responsibility of the Union to recoup.

d. **Indemnification Provision**

Union shall indemnify and hold the State and Agencies harmless against any and all claims, damages, suits or other forms of liability which may arise out of any action taken or not taken by the State and Agencies for the purpose of complying with the provisions of this section.

e. **Unique Identification**

DHS will assign a unique provider identification number to each Provider. These unique identification numbers will not be used more than once and will not be transferred or reassigned to a new or different Provider regardless of whether a provider has purchased, licensed or otherwise assumed responsibility or legal authority of the same program as another Provider.

**Section 2. Information and Provider Lists.** Agencies will provide updated provider lists to Union as requested but not more frequently than monthly. Union will request the information using standard agency forms. Agencies will provide the lists at no charge to Union unless the requests require additional staff time to prepare. The charge will reflect actual staff time required to prepare the list.

**Section 3. Notices.** The Agencies will email the Union copies of each mass mailing sent to AFSCME represented family child care providers. The Union will be sent notices via email in each of the languages being sent out. In addition, copies of mailings to all providers within an Agency region or to all providers in the case load of a Licensing Specialist will be provided via

email to the Union. Agencies will make efforts to send notices to the Union as soon as reasonably possible. The email address to be used for the Union for notices required by this paragraph is: childcare@oregonafscme.org

**Section 4. Continued Meetings.** The State and affected Agency, as appropriate, and Union will meet on a quarterly basis or sooner, if necessary, to discuss matters of mutual concern between the parties. These subject matters may include, but are not limited to, Provider and Child Safety, CACFP, Market Price Study and Monitoring and Emergencies. These meetings will not be utilized for contract negotiations between the parties or as any formal step meeting outlined in Article 8 – Grievance Process. These meetings shall be held at a time that is convenient for both parties to attend. Should the Union and State agree no meeting is necessary, it shall be cancelled.

*REV: 2017*

## **ARTICLE 4 - EDUCATION AND TRAINING**

### **Section 1.**

Union and Agencies both recognize the importance of education and training in relation to the continuity and quality of child care. Research documents a relationship between a trained and stable child care workforce and positive child care outcomes. Providers who receive training are better equipped to provide long term quality child care. Providers who have adequate background to be a trainer are encouraged to access the Professional Development System to become recognized trainers.

### **Section 2.**

The Union will form a training committee to work on training issues. Recommendations approved by Union's Executive Board shall be presented to the Professional Development Committee (PDC) for response and/or action. Agencies will pay for up to two (2) Union represented providers to attend the PDC (substitute care and mileage). The Providers who attend shall be chosen by the Union. The State Agencies will provide reasonable notice to the Union of scheduled PDC meetings.

After attending a PDC meeting, providers will submit a paid invoice for the substitute care with a OCC Travel Voucher. OCC will pay the provider within thirty (30) calendar days of receiving the required paperwork. Substitute care cost shall be actual cost, not to exceed sixty dollars (\$60) for one half day or eighty dollars (\$80) for a full day, and up to two (2) hours transportation time. Mileage allowance shall not exceed the State approved mileage reimbursement rate.

### **Section 3.**

Upon Union request, Agencies shall provide representatives when available to attend Union committee meetings to hear concerns and assist with recommendations for the PDC or appropriate subcommittee.

### **Section 4.**

If provided by the Union, copies of Union materials shall be included with the materials handed out by the presenter at statewide OCC Provider Overview Sessions. Union materials can include but are not limited to a family child care provider Union interest card, contact information for Union

staff and leader members, and up to two (2) handouts printed on both sides. Union materials shall be provided by the Union at no cost to the State. These materials cannot contain any materials related to political activity. Political activity, for the purposes of this section, is activity to elect or defeat any candidate, political party or ballot issue.

### **Section 5.**

At the end of the OCC Overview Sessions, the Union may make up to a fifteen (15)-minute presentation about the organization, representational status, and Union benefits; and may distribute and collect Union membership applications at the conclusion of the OCC Overviews. The schedule for OCC Overview Sessions shall be posted on the Oregon Registry Online (ORO). The Union will be responsible for the content of their presentation, including the option to collaborate with SEIU for a joint Union presentation. Whenever possible, the Union will provide a ten (10) day notice that they plan to attend a OCC Overview. Whenever possible the Agencies will provide a two (2) day notice of cancelation of OCC Overviews.

### **Section 6.**

Agencies will disseminate current information about available training opportunities via a link to the Oregon Registry Online (ORO). For registration purposes, the ORO calendar will provide the phone number(s) for Providers to sign up for orientation or training. Providers may register by phone or on-line when it is made available.

### **Section 7.**

Should additional training funds become available, Agencies will notify the Union within thirty (30) days of the funds becoming available. The Agency and the Union shall meet within ninety (90) days after notification to work together to establish a training fund to assist Providers with payment of:

- a. Class fees and required materials
- b. Mileage reimbursement for approved training
- c. Payment for substitute care of child care children and/or child care expenses for provider/helper's own children

## **Section 8.**

The Agencies will make First Aid and Infant/Child CPR training, and repeat training of Recognizing and Reporting Child Abuse and Neglect, available to certified and registered Providers at no cost.

- a. Providers may complete this training through the Resource and Referral system at no cost, or may seek reimbursement for costs related to successfully completing this training by a certified trainer. Providers will be reimbursed up to the amount paid to the R&R for this training. Providers must submit a receipt and certificate of successful completion.

## **Section 9. Professional Development Fund**

The State agrees to allocate one-time funding of five hundred thousand dollars (\$500,000) for the purpose of professional development opportunities for AFSCME bargaining unit members.

- A. Funds will be used for the following Professional Development Opportunities taken by AFSCME Bargaining Unit Members during the contract term: college coursework at an accredited college, Set 2 or Set 3 training offered by an Oregon Registry Trainer Program registered Sponsoring Organization, Early Childhood Care and Education related Conferences offered by an Oregon Registry Trainer Program Sponsoring Organization, CDA exams, and NAFCC accreditation or annual update. Funds may also be used for the full cost of the ORIMHA endorsement for Infant Family Associate or Specialist provided that the training dollars does not cover the cost of the annual membership fee beyond the first (1<sup>st</sup>) year of application.

Reimbursements made during the contract period are only for those courses taken within that contract period.

- B. Funds will be available to all Providers in the Bargaining Unit until such times as the funds are exhausted or the contract period ends, whichever occurs first. There will be no guarantee of the maximum funds being available to any specific provider. The agency responsible for administering the funds will be allowed to use the funds for administrative costs, including staff salary, other payroll expenses and indirect cost. An Ad Hoc work

group comprised of members from the OCC and the Union will establish guidelines for participation. Funds will be available by January 1, 2018.

- C. Reimbursement forms will be made available in the various languages as provided in Article 6, Section 2, of this CBA. Links to these forms will be made available through the Agencies.
- D. There will be no limit placed on the total amount or number of awards any individual Bargaining Unit Member may receive, but OCCD will consult the Ad Hoc Committee for authorization of any single application for an award in excess of five hundred dollars (\$500) that is not specifically identified above.
- E. Individual Bargaining Unit Members will be eligible to receive funds as reimbursement and/or vouchers. Due to OCCD operations, vouchers shall be the preferred method for payments to Sponsoring Organizations for cohorts, classes, conferences, etc. Should a provider be unable to use a voucher, reimbursements shall be made.

*REV: 2017, 2019*

## **ARTICLE 5 – SUBSIDY RATES AND PAYMENT PROCESSES**

### **Section 1.**

Effective January 1, 2019, the DHS subsidy rates paid to licensed providers will be as set forth in Appendix B.

### **Section 2.**

DHS will maintain billing forms processing time of three (3) to four (4) days.

### **Section 3.**

DHS will maintain the improvements to the Child Care payment process by:

- a. Issuing billing forms in advance of care being provided.
- b. Ensuring that once a billing form is issued, the form will not be cancelled and reissued in a lesser amount without permission from the provider.
- c. Sending advance notice if a billing form will not be issued to a provider who is linked to the client system.

### **Section 4. Direct Deposit.**

DHS will maintain offering direct deposit for subsidy payments. Providers will need to request implementation of direct deposit. The payment system does not include direct deposit of special checks.

### **Section 5.**

Agencies will work to maintain alignment of definitions of infant, preschool, school age and special needs children. DHS infant subsidy rate shall be paid for eligible children up to age twenty-four (24) months.

### **Section 6.**

DHS agrees to research a system for Provider's to notify DHS in a timelier manner that a parent's co-pay was not paid.

### **Section 7.**

Providers may bill DHS for Absent Days pursuant to the criteria currently outlined in Rules.

*REV: 2017,2019*

## **ARTICLE 6 - PROVIDER RECORDS AND COMPLAINTS**

### **Section 1.**

Union will receive electronic copies of the Agencies' manuals and annotated rules. Agencies will provide electronic updates to the manuals and updates to be annotated rules within ten (10) business days after the update is made. Union will receive notice of Agencies' proposed rulemaking. Agencies will provide the Union and bargaining unit members with electronic or printed copy of the most current DHS Provider Guide free of charge and upon request. The Early Learning Council is responsible for approving administrative rules governing licensed child care. The State will involve the Union and multiple stakeholders in rule revision as directed by the Early Learning Council.

### **Section 2.**

If five percent (5%) of the population in the county or five percent (5%) of the eligible provider population in the county are limited English proficiency speakers, OCC will translate the State's mandatory training materials and critical OCC documents to languages meeting either of the five percent (5%) thresholds. DHS will also translate the Provider Guide, including a sample translated Billing Form, Provider Suspension letter/Failed Status letter and Provider Listing Form languages meeting either of the five percent (5%) thresholds. Currently, the languages meeting these criteria include Spanish, Russian, Vietnamese, and Chinese. OCC or DHS designated translation services will be utilized for verbal communication needs. OCC will communicate critical information to bargaining unit members in languages as outlined above.

### **Section 3.**

OCC will provide copies of public materials in providers' files to the provider and the Union upon written request from the provider and the Union within twenty-one (21) days, unless not in conformance with Oregon Department of Education administrative procedures governing public record request following receipt of the request. OCC records and retains in a provider's file information related to compliance with child care rules. The provider receives a copy of the compliance determination at the time of the determination or when the record is placed in the provider's file. Provider is given an opportunity to respond to the compliance determinations in writing to OCC. Providers may submit a rebuttal within ninety (90) days on the electronic file referenced in (d) below.

- a. OCC has a practice under which an observed noncompliance that is immediately correctable and does not involve serious health and safety violations may not be recorded as valid.
- b. OCC will actively encourage callers making complaints to provide identifying information.
- c. Compliance history postings to the safety portal and when a telephone inquiry is made to OCC about a provider's compliance history, complaints determined to be valid will be shared with the caller/on the safety portal for ten (10) years after the complaint investigation. Complaints determined to be unable to substantiate will be shared with the caller/on the safety portal for five (5) years after the complaint investigation. Complaints determined to be invalid will not be shared with the caller.
  - 1. The Office of Child Care will provide a clear description of what the definition of Unable to Substantiate is, including a disclaimer that a complaint does not imply the allegation(s) is/are valid.
  - 2. The Office of Child Care agrees to continue to meet and confer with the Union on further improvements to the child care safety portal and complaint investigations processes.
  - 3. Written documentation of the complaint will be entered on a standard form, developed by the workgroup.
- d. Electronic complaint records are on the file from January 1, 2004. For a more complete history, the Office of Child Care encourages individuals to contact the Office of Child Care.

#### **Section 4.**

Within ninety (90) days of ratification of this Agreement, the Parties will form a workgroup to meet to review the process in which records are provided to or taken by the State for records review or investigation processes. The first (1<sup>st</sup>) meeting of this workgroup shall be no later than one-

hundred-twenty (120) days after the ratification of this Agreement and meetings of the Union, OPAR and DHS. Each party is allowed up to five (5) workgroup members.

*REV: 2017, 2019*

## **ARTICLE 7- CRIMINAL HISTORY**

### **Section 1.**

Agencies will work together to accept background checks performed by either Agency and will explore improved access to fingerprint services.

### **Section 2.**

Agencies and the Union shall establish a workgroup to convene no later than March 15, 2019, to review and discuss the concerns and issues regarding the current practice(s) that exist when a Provider or Staff is going through the CBC/CBR enrollment process.

*REV: 2019*

## **ARTICLE 8 - GRIEVANCE PROCESS**

### **Section 1.**

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

### **Section 2.**

The Agencies encourage, whenever possible, the informal resolution approach between the Provider and Agencies 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.

### **Section 4.**

Grievances shall be reduced to writing on the AFSCME Grievance Form, 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 Agency Program Manager (or designee) or union designee will review the grievance and within fifteen (15) calendar days of receipt, attempt to resolve it to the satisfaction of the Parties. A good faith attempt will be made to convene a phone call so that Parties can discuss the issues before a decision is rendered.

**Step 2.** No grievance may be processed under this Step which has not first been filed and investigated in accordance with Step 1 above. If the response at Step 1 does not resolve the grievance or no response is received within the fifteen (15) calendar days, the Union will submit the grievance to mediation through the Employment Relations Board (ERB) mediation process.

- a. The primary effort of the mediator shall be to assist the parties in settling the stated grievance in a mutually satisfactory fashion. In attempting to achieve a settlement, the mediator is free to use all of the techniques customarily associated with the mediation process, including private conferences with only one (1) party.
- b. Each Party shall bear the cost of its own presentation at Step 2, including preparation and post-hearing briefs, if any.
- c. The Parties shall split the ERB filing fees. Neither party will request representation costs or civil penalties.

**Step 3.** If the grievance is not resolved at Step 1 a Notice of Appeal to arbitration may be filed in writing with the Agency Program Manager within fifteen (15) calendar days from the date the Step 1 response was due or received, whichever is earlier. At the same time Notice of Appeal is issued a written request to the Employment Relations Board (ERB) for a list of seven (7) qualified arbitrators shall submitted. The Notice of Appeal shall include the formal written grievance and any related information.

**Selection of Arbitrator.** Upon receipt of the list of seven (7) qualified arbitrators from the ERB, the Union shall meet with the Agency to select the arbitrator. The Parties will select one (1) arbitrator from the list by alternately striking names, with the Union striking first, one (1) name at a time until one (1) name remains on the list. The name remaining on the list shall be accepted by the Parties as the arbitrator.

### **Section 5.**

The Parties agree that the decision or award of the arbitrator shall be final and binding on each of the Parties and that they will abide thereby. The arbitrator shall have no authority to add to, subtract from or change any of the terms of this Agreement.

## **Section 6.**

The arbitrator's fee and expenses shall be paid by the losing Party. If, in the opinion of the arbitrator, neither Party can be considered the losing Party, then such expenses shall be apportioned as in the arbitrator's judgment is equitable. All other expenses shall be borne exclusively by the Party requiring the service or item for which payment is to be made.

## **Section 7. 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, by hand deliver, by facsimile (fax), or as otherwise agreed to by Agency, or designee, and the Union. If the Agency fails to issue a response within the time limits, the grievance shall advance 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 8.**

Agency is not responsible for any compensation of Provider 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 grievance.

## **ARTICLE 9 - LEGISLATIVE ACTION**

### **Section 1.**

Provisions of this Agreement not requiring legislative funding or statutory changes before such provisions can be put into effect, shall be implemented on the effective date of this Agreement unless otherwise specified herein.

### **Section 2.**

Any provisions expressly requiring legislative funding or statutory changes shall not become effective until the appropriate legislative body has given approval.

### **Section 3.**

Should the Legislative Assembly or the Emergency Board fail to enact or adopt matters submitted to them under the preceding section, then the State shall immediately meet with Union and agree on modifications or substitutions for the affected portion or portions of this Agreement.

## **ARTICLE 10 - LAWS AND REGULATIONS**

This Agreement is subject to all applicable existing and future state and federal laws and regulations.

## **ARTICLE 11 - COMPLETE AGREEMENT**

### **Section 1.**

This Agreement is the full and complete Agreement between the State and Union resulting from negotiations held pursuant to ORS 657A.430. It is acknowledged that, during negotiations which resulted in this Agreement, each and all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for these negotiations, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this agreement.

### **Section 2.**

This Agreement supersedes all prior written agreements.

### **Section 3.**

In the event any provision of this Agreement is declared invalid by any court of competent jurisdiction, then only such portion or portions shall become null and void and the balance of the Agreement remain in effect. The State and Union agree to immediately meet and agree upon a substitute for the portion or portions of the Agreement so affected and to bring it into conformance therewith not over sixty (60) days after notification unless extended by mutual agreement.

## **ARTICLE 13 - UNION ACTIVITY**

### **Section 1.**

The State agrees that no provider, on account of membership or non-membership, shall be discriminated against, intimidated, restrained or coerced in or on account of the exercise of rights granted by the collective bargaining agreement or in protected activities on behalf of the Union.

### **Section 2.**

The State agrees that protected Union activity conducted by the providers during child care hours will not constitute other work.

### **Section 3.**

Such rights and protected Union activities shall not interfere with, jeopardize or violate rules and regulations with respect to the safety and welfare of the children in the care of the provider. Protected Union activities may include, but not be limited to attending child care meetings/trainings and bargaining with the State.

### **Section 4. Union Stewards.**

The Union shall notify the State of the selection of Stewards. Stewards may discuss complaints and grievances of Providers in the bargaining unit. The Parties agree there shall be no reprisal, coercion, intimidation or discrimination against any Steward for conduct in their capacity as an official of the Union.

## **ARTICLE 14 - TERM OF AGREEMENT**

This Agreement shall be in effect upon its execution and except as amended or modified, shall remain in full force and effect until June 30, 2021, except where specifically stated otherwise in the Agreement.

If one of the Parties desires to modify the Agreement, they shall notify the other Party in writing no less than one hundred and eighty (180) days prior to the termination of this Agreement of its desire to negotiate a successor Agreement.

Negotiations shall commence the first (1<sup>st</sup>) full week of March 2021, or such other date, as may be mutually agreed to by the Parties. If either party desires to negotiate changes in any Article or Section of this Collective Bargaining Agreement, it shall provide those desired changes by the beginning of the second (2<sup>nd</sup>) negotiation session between the parties.

During the first (1<sup>st</sup>) meeting, the Parties agree to schedule at least two (2) negotiating dates per month for April, May, June and July unless mutually agreed upon otherwise, in writing, at that meeting. The Parties may meet earlier to select dates for negotiations (for the purposes of PECBA, this meeting will not be considered the first (1<sup>st</sup>) day of negotiations between the parties).

Either Party may invoke mediation on or after June 30<sup>th</sup> of 2021 and any subsequent bargaining session shall include the Mediator on dates mutually agreed to by the Parties and the Mediator. Thereafter, the time lines and procedures set out in ORS 243.712 and 243.742 shall apply unless the Parties mutually agree, in writing, otherwise.

If the Parties fail to reach agreement on a new successor Agreement on or before June 30, 2021, the Agreement shall be automatically extended until a new Agreement is reached or an opinion and order is promulgated pursuant to ORS 243.746(5).

The Agreement shall be reopened in 2019 for negotiations on Article 5 – Subsidy Rates and Payment Processes: and up to three (3) additional Articles by each Party, which can be designated by either or both Parties. No other Articles may be opened for negotiations at that time unless mutually agreed to, in writing, by the Parties. Any Article or Section of Articles shall

be opened as outlined in the Sections above. Such negotiations shall commence during the first (1<sup>st</sup>) full week of March 2019, unless otherwise agreed to, in writing, by the Parties and, thereafter, the time lines and procedures set out above shall apply.

No opening of this Agreement may take place unless specifically authorized herein or by mutual Agreement, in writing, by the Parties or by the operation of law.

*REV: 2017*

## **ARTICLE 15 – TECHNICAL ASSISTANCE**

The State will offer technical assistance to help Providers meet State Child Care licensing and DHS subsidy requirements.

### **Section 1.**

Before the State implements revisions to state child care requirements, or significantly reinterprets current regulations, the State will provide opportunities for providers and the Union to be involved in the community engagement processes. Means of notification may include, but are not limited to: email, listservs, SSP Steering Committee, Quarterly Meetings, regular mail, newsletters from the Union, CCR&R or other Provider groups. The State will also provide technical assistance and guidance to the Union upon written request.

### **Section 2.**

When contacted by the Union, Agencies and their staff shall respond in a timely manner. An initial response shall be given within three (3) business days of the receipt of that inquiry. The initial response shall include at a minimum, an acknowledgement of the receipt of the inquiry and an estimate for a timeline for response to the issue and advise-as to who may be responsible from the Agency to respond.

### **Section 3.**

When contacted by a Provider requesting technical assistance, Agencies and their Staff shall respond in a timely manner but no more than five (5) business days after the initial contact.

*REV: 2017*

## **ARTICLE 16 – PAYMENT ACCURACY AND OVERPAYMENTS**

### **Section 1. Electronic Payment Cards.**

If such option exists, Providers that opt to receive payments using an electronic payment card (such as the Relia Card) will be provided, prior to opting to use such card, the user agreement to inform them of the conditions and fees associated with use of the electronic payment card.

### **Section 2. Accurate Payments.**

The Agency will work with the Union to increase the accuracy of payments made to providers including but not limited to the following:

- DHS will provide materials and information to Providers and the Union in order to increase the submission of accurate billing forms on the part of providers.
- DHS will review its processes with the Union when issues arise. The Union will notify DHS and request a meeting to discuss the issues in an attempt to resolve the issues. DHS will work with the Union to resolve issues in payment accuracy and make necessary changes in order to minimize errors caused by the agency.

In recognition of the potential for challenges related to any new future attendance, tracking, payment and billing systems, the State will implement the following:

- a. Providers will have access to State assistance and guidance on any new attendance and billing system via a toll free number that they can call if experiencing challenges or questions.
- b. Providers will have access to client computers in local DHS offices for the purpose of utilizing computer terminals available for the automated billing process. Providers will also be allowed to print a monthly "Provider Report" from the DHS office, at no cost to themselves, provided the computer is connected to a printer. If a printer is not available the Provider may request a hard copy of the Provider report from the Direct Pay Unit (DPU). DHS will determine the rules, hours, and process associated with maintaining this access.

- c. Training on the Child Care Billing and Attendance System (CCBAT) payment system: Training on the CCBAT payment system will be included in the Licensed Provider orientation prior to implementation of the system.

### **Section 3. Overpayments.**

- a. If an overpayment is made to a provider due to an error on the part of the agency, that overpayment will be collected or recouped at no more than five percent (5%) of the provider's subsidy payment until paid in full.
- b. For overpayments not caused by agency error, payment may be collected or recouped in full immediately, unless:
  - The overpayment is determined to be caused by provider error,
  - The provider has been providing care subsidized by DHS for twelve (12) consecutive months,
  - The provider has a reasonable financial hardship which impacts the provider's ability to continue to provide child care, and
  - The provider must have infrequent occurrences of overpayment.

If all of the above criteria are met, monthly payments will be set at fifty (\$50.00) dollars or 10 percent (10%) of the overpayment amount, whichever is highest, and deducted from future subsidy payments.

- c. DHS will form and conduct a workgroup, to include the Union and stakeholders, to assess the need for an intermediary process before collections. Recommendations will be brought to the SSP Program Steering Committee.

*REV: 2017*

## **ARTICLE 19 – STATE RIGHTS**

### **Section 1.**

It is understood and agreed by the Parties that the State has core management rights, which include, but are not limited to the following:

- a. The ultimate right and responsibility to manage its operations in the most efficient manner consistent with the best interests of all its citizens and its taxpayers;
- b. Except to the extent modified by this Agreement, the State reserves exclusively all the inherent rights and authority to manage and operate its facilities and programs. Economic matters shall continue to be mandatory subjects of bargaining between the Parties as provided under PECBA;
- c. The quality and quantity of services to be offered to the public;
- d. The means and methods of offering those services;
- e. The right to determine appropriate health and safety and programmatic standards;

### **Section 2.**

This Agreement expressly reserves the State's right to make programmatic modifications to the delivery of State services through child care subsidy programs, including funding allocations, service priorities, and program eligibility standards of eligibility of caretakers and family child care providers participating in child care subsidy programs and the nature of services provided.

### **Section 3.**

Nothing contained in this Agreement shall be construed as to diminish the obligation of the Parties to discuss and/or negotiate over those subjects appropriate under the law to the extent that the State has lawful control over those subjects. This specifically includes economic compensation; such as the manner and rate of subsidy and reimbursement, including tiered reimbursements; health and welfare benefits, professional development and training; and other economic matters.

## **ARTICLE 21– MARKET PRICE STUDY**

- a) The State and Union will utilize the quarterly meetings, as outlined in Article 2 Section 4 to discuss and review the instrument and methodology for the child care market price study and other tools or strategies to determine Market Price.
  
- b) The State will use a third party organization to conduct the market price study of licensed family child care providers. Each provider will receive information explaining how the CCMPS is completed and how to participate in the survey. Each provider will receive notice explaining the market price study and how to access the study results. The State and Union will both approve the notice.
  
- c) The Market Price Study Tool will be conducted in English and Spanish and in the other top three (3) languages as funding is available.

*NEW: 2017*

## **ARTICLE 22– ADMINISTRATIVE RULES**

The Early Learning Council is responsible for approving administrative rules governing licensed child care. The State will involve the Union and multiple stakeholders in rule revision as directed by the Early Learning Council. Notices of Proposed Emergency, Temporary and Permanent Rules Making shall be sent in writing to the Union for review using the email address: [childcare@oregonafscme.org](mailto:childcare@oregonafscme.org), in advance of any public comment period, public hearing or submission to the ELC. The Union will be added to the Rule Advisory listserv upon formal request.

*NEW: 2017*

## **LETTER OF AGREEMENT #1**

The Early Learning Council is responsible for approving administrative rules governing licensed child care. The State will involve the Union and multiple stakeholders in rule revision as directed by the Early Learning Council.

## **LETTER OF AGREEMENT #2**

This Letter of Agreement (LOA) is entered into between the Department of Administrative Services (DAS) on behalf of the Department of Human Services (DHS), the Department of Education (DOE), and the Early Learning Division, (the “Agencies”) and AFSCME Council 75 (the “Union”) and collectively (the “Parties”).

### Purpose

To meet in negotiations and establish a new payment structure that will take effect January 1, 2019 and continue through June 30, 2021.

### Agreement

The Parties agree to the following:

1. The new payment rates will start and be effective on January 1, 2019.
2. Upon ratification of the Collective Bargaining Agreement, Article 5 – Subsidy Rates and Payment Processes will change to reflect the payment increase effective date of January 1, 2019.
3. Upon ratification of this LOA, the Collective Bargaining Agreement shall be modified to include the new Appendix B – Payment Schedule.
4. Upon ratification of the newly negotiated Collective Bargaining Agreement, this LOA will sunset.

## **APPENDIX A- FAMILY CHILD CARE PROVIDER BILL OF RIGHTS**

All family child care providers have:

1. The right to be treated as a professional with courtesy, dignity, consideration and respect.
2. The right to be given the same consideration and treatment as all other providers regardless of race, color, religion, gender, sexual orientation, national origin, political affiliation, disability, marital status, age or union affiliation.
3. The right to file a complaint with the appropriate agency when provider believes they have been discriminated against because of race, color, religion, gender, sexual orientation, national origin, political affiliation, disability, marital status, age or union affiliation.
4. The right to request and be given a new licensing specialist for cause one time so long as staffing allows in that area.
5. The right to receive written information such as notices and explanation in provider's primary language as provided for in law and agency policy.
6. The right to receive written notice of any changes to payment or programs that affect families receiving state subsidies.
7. The right to have the information in their own provider file kept confidential, except as otherwise provided for by state and federal law.
8. The right to review all information in their provider file, except as otherwise provided for by state and federal law.
9. The right to require representatives of Agencies to show photo identification and leave a business card.
10. The right to be advised by the Agency of the type of visit.

11. The right during all visits to be treated professionally and receive an objective impartial assessment.
12. The right to request a witness to observe and document any visit including compliance visits, so long as it does not delay the compliance visit.
13. The right to receive an accurate report of the visit including the evaluator's findings listing each observed deficiency. The description of the evaluator's observation shall include a clear explanation of why the existing condition constitutes a deficiency and the provider's explanation of the deficiency.
14. The right to be informed of the evaluator's supervisor and his/her contact information.
15. The right to be given technical assistance by the agency if provider receives a compliance visit that identifies "valid" out of compliance issues.
16. The right to have OCC complaint allegations found "valid" before registration or certification is revoked or suspended. Once a complaint is found valid, and action is taken on the license, OCC may send letters to parents. Letters are not sent to parents during the course of an investigation except for open investigations of criminal conduct and child abuse.
17. The right to have a Union representative present during any interactions so long as it does not delay the interaction.

## APPENDIX B – PAYMENT SCHEDULE

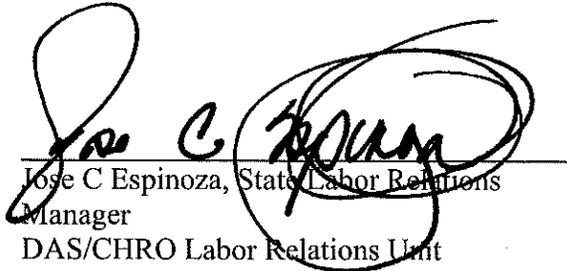
Registered Family						
	Current Hourly	75th Hourly	New	Current Monthly	75th Monthly	New
A Infant	\$ 4.00	\$ 4.00	\$ 4.00	\$ 700	\$ 800	\$ 800
A Toddler	\$ 3.75	\$ 4.00	\$ 4.00	\$ 665	\$ 750	\$ 750
A Preschool	\$ 3.50	\$ 4.00	\$ 3.67	\$ 620	\$ 730	\$ 730
A School	\$ 3.50	\$ 4.00	\$ 3.70	\$ 610	\$ 610	\$ 610
B Infant	\$ 3.25	\$ 3.50	\$ 3.50	\$ 555	\$ 600	\$ 600
B Toddler	\$ 3.05	\$ 3.50	\$ 3.50	\$ 550	\$ 555	\$ 555
B Preschool	\$ 3.05	\$ 3.50	\$ 3.30	\$ 530	\$ 550	\$ 550
B School	\$ 3.05	\$ 3.50	\$ 3.30	\$ 510	\$ 510	\$ 510
C Infant	\$ 3.00	\$ 3.00	\$ 3.50	\$ 480	\$ 550	\$ 600
C Toddler	\$ 3.00	\$ 3.00	\$ 3.50	\$ 480	\$ 550	\$ 555
C Preschool	\$ 3.00	\$ 3.00	\$ 3.30	\$ 475	\$ 520	\$ 550
C School	\$ 3.00	\$ 3.00	\$ 3.30	\$ 455	\$ 500	\$ 510
Certified Family						
	Current Hourly	75th Hourly	New	Current Monthly	75th Monthly	New
A Infant	\$ 6.00	\$ 6.00	\$ 6.00	\$ 1,030	\$ 1,254	\$ 1,254
A Toddler	\$ 5.65	\$ 6.00	\$ 6.00	\$ 1,020	\$ 1,140	\$ 1,140
A Preschool	\$ 5.05	\$ 5.00	\$ 5.05	\$ 875	\$ 1,000	\$ 1,000
A School	\$ 4.60	\$ 5.00	\$ 4.70	\$ 655	\$ 750	\$ 750
B Infant	\$ 3.60	\$ 3.75	\$ 4.00	\$ 644	\$ 750	\$ 750
B Toddler	\$ 3.70	\$ 4.00	\$ 4.00	\$ 625	\$ 700	\$ 700
B Preschool	\$ 3.70	\$ 4.00	\$ 3.75	\$ 600	\$ 650	\$ 650
B School	\$ 3.75	\$ 4.00	\$ 3.80	\$ 550	\$ 600	\$ 600
C Infant	\$ 4.00	\$ 4.25	\$ 4.00	\$ 550	\$ 600	\$ 750
C Toddler	\$ 3.50	\$ 3.50	\$ 4.00	\$ 570	\$ 570	\$ 700
C Preschool	\$ 3.50	\$ 3.50	\$ 3.75	\$ 500	\$ 550	\$ 650
C School	\$ 3.50	\$ 4.00	\$ 3.80	\$ 500	\$ 500	\$ 600

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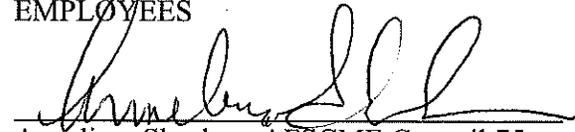
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Signed this 3<sup>RD</sup> day of JANUARY, 2019, at Salem, Oregon.

FOR THE STATE OF OREGON

  
\_\_\_\_\_  
Jose C Espinoza, State Labor Relations  
Manager  
DAS/CHRO Labor Relations Unit

FOR THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES

  
\_\_\_\_\_  
Anneliese Sheahan, AFSCME Council 75  
Staff Representative

  
\_\_\_\_\_  
Autumn David, OCCPT, President  
Local 132

Aimee Olin, AFSCME Council 75  
Organizer

Gloria Gonzalez, AFSCME Council 75  
Staff Representative

Anita Bates,  
Bargaining Team Member

Becky Goodman,  
Bargaining Team Member

Candie White,  
Bargaining Team Member

Shanna Aldis,  
Bargaining Team Member

Shari Williams,  
Bargaining Team Member

**DAS** DEPARTMENT OF  
ADMINISTRATIVE  
SERVICES  
**Department of Administrative Services**  
**Chief Human Resources Office**  
**Labor Relations Unit**  
**155 Cottage Street NE**  
**Salem, OR 97301-3971**  
**(503) 378-2616**  
**LRU@oregon.gov**

The official version of this Agreement is held by the Department of Administrative Services Labor Relations Unit on its electronic files at the website below. The Department of Administrative Services does not recognize any other copies or publications of this Agreement.

**Electronic version of the Agreement located at:**  
<http://www.oregon.gov/das/HR/Pages/LRU.aspx>