

**2011-2013**

**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 Home Care Commission and the Service Employees International Union, Local 503, OPEU to maintain a partnership based on principles of mutual respect, courtesy and dignity. Additionally, the Parties believe a robust support system of in-home and community-based services assists seniors and people with disabilities to live with dignity in the community of their choice.

We acknowledge that this is a unique employer-employee relationship that also requires collaboration with consumers, their family members, DHS/OHA staff and their service delivery partners 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.

### **CONTRACT FORMAT INDEXING SYSTEM**

The Collective Bargaining Agreement uses a reference number to identify the application of Articles, Sections and Letters of Agreement, Intent, etc., to the groups of workers specified in Article 2 Recognition. If one of the following numbers is added to an Article or Letter of Agreement, it signifies the group of workers to which the Article or Letter applies:

- .1 Homecare Workers (HCWs)
- .2 Personal Support Workers (PSWs)

If an Article or Letter of Agreement does not have a “.1” or “.2” added to it, the Article or Letter applies to both HCWs and PSWs. Examples of the formatting are:

Article X applies to both;  
Article X.1 applies to HCWs only; and,  
Article X.2 applies to PSWs only.

## **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:

(a) Homecare Workers (HCW). 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, State Plan Personal Care for seniors and people with disabilities, 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.

(b) Homecare/Personal Support Workers (PSW). All homecare/personal support workers that: (1) are hired by a person with a developmental disability or mental illness or a parent or guardian of a person with a developmental disability or mental illness; (2) receive moneys from the State of Oregon for the purpose of providing care to the person with a developmental disability or mental illness; (3) receives compensation in whole or in part through DHS, Oregon Health Authority (OHA), a support services brokerage or other public agency; and (4) provide homecare services in the home or community as this criteria is defined in HB 3618 of the 2010 Special Session of the Oregon Legislature, excluding individuals who perform solely volunteer homecare/personal services related tasks and supervisors.

**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, unless otherwise specified in this Agreement, and expires on June 30, 2013.

- b) Either party may give written notice no less than one hundred and eighty (180) days preceding the expiration of the Agreement of its desire to negotiate a successor 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 5, 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 will be allowed to make a twenty (20) minute presentation at a mutually agreeable time about the organization, representational status, and union benefits and to distribute and collect membership applications.

**Section 3. Union Presentations at Trainings.** The Union shall be granted twenty (20) minutes before the start of the scheduled training or after the scheduled training for Union business. Union presentations held before the scheduled training shall not cause a delay in the scheduled start time of the training. The Union commits to making a good faith effort to make a presentation at trainings scheduled by the Employer.

**Section 4.** 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 5. Service Period and Deductions.** Service period is defined as the calendar month in which services are authorized and provided. All Union dues, fair share payments or charitable contributions are made in lieu of Union dues and Issues Fund assessments, shall be based on a service period and taken from all checks for the service period in question, provided sufficient funds are available. All other current Union deductions, including but not limited to Citizen Action for Political Education (CAPE) contributions shall be based on a service period and shall be deducted from the first check issued for the service period in question provided sufficient funds are available.

The service period deduction method shall not have any effect on tax deductions, which shall continue to be on a payment date basis (that is, date payment is issued).

**Section 6. 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.



## **ARTICLE 7.1 – UNION RIGHTS**

**Section 1. List and Information.** By the tenth (10<sup>th</sup>) calendar day of each month, the Union shall receive a list of all current Employees' name, address, telephone number, e-mail address (if available), 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 2. 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, 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 3. 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 twenty (20) 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, 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 the Union Home Care Members. The payroll summaries will be forwarded to the Union by the tenth (10<sup>th</sup>) 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 4. Associated Costs.** 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. 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 (10<sup>th</sup>) 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.

**Section 6. Service Period and Deductions.** Homecare Workers who authorized Citizen Action for Political Education (CAPE) contributions prior to February 6, 2010, shall continue to have these deductions based on the hourly deduction system in effect when their authorizations for the deductions were signed.

## **ARTICLE 7.2 – UNION RIGHTS**

### **Section 1. List and Information for Personal Support Workers.**

- a) **Personal Support Workers paid through the State's client employed payment system.** By the tenth (10<sup>th</sup>) calendar day of each month, the Union shall receive a list of all current Employees' name, address, telephone number, e-mail address (if available), social security number or identification number, provider number (if applicable), 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.
- b) **Personal Support Workers excluding workers paid through a CDDP invoice system, a brokerage invoice system and workers in the Independent Choices Program.** By the tenth (10<sup>th</sup>) calendar day of each month, the Union shall receive a list of each current Employee's name, address, social security 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.

- c) **Personal Support Workers in the Independent Choices Program and those paid through a brokerage invoice system or a CDDP invoice system.** In January and July of each year, the State shall provide the name, address and any other available contact information such as telephone number or e-mail address for Personal Support workers in the Independent choices Program and those paid through a brokerage or CDDP invoice system.

**Section 2.** The Union agrees to pay reasonable costs associated with the deduction administration and/or system changes to accommodate the deductions (start-up costs) and no more than fifty cents (\$0.50) per worker per month towards the ongoing administrative costs through June 30, 2013.

**Section 3. Dues Deduction for Personal Support Workers excluding workers paid through a CDDP invoice system, a brokerage invoice system and workers in the Independent Choices Program.**

- 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 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 4. Fair Share for Personal Support Workers excluding workers paid through a CDDP invoice system, a brokerage invoice system and workers in the Independent Choices Program.** 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.
- 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 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 Personal Support Workers paid through the State's client employed payment system. The payroll summaries will be forwarded to the Union by the tenth (10<sup>th</sup>) 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 (if applicable);
  - 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 5. Other Deductions for Personal Support Workers paid through the State's client employed payment system.** 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 (10<sup>th</sup>) 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.

**Section 6.** The Employer shall provide the Union with a list of Fiscal Intermediaries for all Community Developmental Disability Programs (CDDPs) and Support Services Brokerages. Nothing contained in this Agreement prohibits the Union from directly contacting the entities identified in the list provided.

**Section 7.** The State shall amend its contracts with the Support Services Brokerages and Community Developmental Disability Programs (CDDPs) to require start-up and implementation of a system to collect Union dues or other deductions from Personal Support Workers. The State shall ensure that brokerages and CDDPs forward the deductions to the Union.

**Section 8.** The parties recognize that the provisions of this Article are agreed upon as an interim system until such time as a centralized payroll system is established by the State.

**Section 9.** The parties shall meet to discuss implementation of this Article, potential improvements to the systems and any unanticipated issues that may arise.

**Section 10.** The provisions of this Article shall become effective no later than October 1, 2012.

### **ARTICLE 8.1 – PAYROLL/VOUCHER SYSTEMS**

**Section 1.** A properly completed voucher must be submitted for payment. A properly completed voucher is one that:

- (a) Has been completed in ink;
- (b) Has been signed by the Consumer/Employer and the Homecare Worker;
- (c) Legibly documents the number of hours worked; and
- (d) Has been submitted for payment on a date that occurs on or after the signature dates of the Homecare Worker and Consumer/Employer.

**Section 2.** The Homecare Worker may properly submit their voucher at any point after service for that pay period has been completed. Properly completed vouchers should be submitted for payment no later than fourteen (14) days of the last service date for the period in which the voucher covers, wherever possible. In no event will the Employee be denied payment for hours worked if vouchers are submitted past the fourteen (14) days.

**Section 3.** Vouchers shall be processed in the payment system within two (2) working days (excluding Oregon and Federal holidays) of the proper submission of a completed voucher by the Employee.

**Section 4.** Vouchers shall be issued no later than seven (7) calendar days from proper submission and processing of the prior pay period's voucher. Newly hired Homecare Workers shall also be entitled to receive written confirmation of the date they are authorized to begin providing services and receive their vouchers within seven (7) days from the date services began. Whenever possible, the Relief Worker shall receive their voucher prior to beginning services, but no later than seven (7) days from the date relief services began.

**Section 5.** 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.

**Section 6.** Homecare Workers will have the option of direct deposit of their voucher payment. The payment system does not include direct deposit of Homecare Worker training stipends and paid time off cash-out, if any. Homecare Worker requests to begin or stop direct deposit must be submitted on the designated form to the DHS designated person.

**Section 7.** Vouchers (original and copy) submitted during regular business hours shall be date stamped at the request of the Homecare Worker when they are received by the OHA/DHA/SPD/AAA local office in offices where self-stamping is not available. However, vouchers placed in a drop box after business hours will be date stamped on the next regular business day.



## **ARTICLE 8.2 – COMPENSATION SYSTEMS FOR PERSONAL SUPPORT WORKERS**

**Section 1.** Each brokerage responsible for compensating Personal Support Workers through a payroll, voucher or invoice system shall develop and communicate a written policy on the following items:

- (a) Payable services;
- (b) Proper completion and submission of timesheets/invoices and mileage logs; and
- (c) A uniform qualification process for Independent Contractors.

**Section 2.** Each entity responsible for compensating Personal Support Workers through a payroll, voucher or invoice system shall develop and communicate the written policies and procedures for proper submission of the payment instruments, such as progress notes if applicable, coding of services, and a description of allowable services by service codes approved by the State.

**Section 3.** The Union shall be notified before any system changes are enacted if the changes affect how and when Personal Support Workers are paid.

**Section 4.** The Parties recognize that all contracts should reflect person-centered planning that values the input of consumers, family members, and Personal Support Workers.

**Section 5.** Participants in the Independent Choices Program shall not be subject to this Article.

## **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. Written claims of discrimination against the Employer may be submitted to the Executive Director of the Oregon Home Care Commission or designee within thirty (30) days of the date of the alleged claim to respond, with final resolution of a claim through the Bureau of Labor and Industries (BOLI) or Equal Employment Opportunity Commission (EEOC), as appropriate.

**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 10.1 – OREGON HOME CARE COMMISSION REGISTRY AND REFERRAL SYSTEM (OHCC RRS)**

**Section 1. Inclusion in the OHCC RRS.** All employees referenced in Article 2, Section 2(a) will be included in the OHCC RRS.

## **Section 2. Definitions.**

- a) **Active** – The overall condition of the provider number status designating that the Homecare Worker is available for referral.
- b) **Approved Prior to Conversion** – A detailed description of the Homecare Worker's provider number status for Homecare Workers who were approved to work prior to conversion to Oregon ACCESS. This status will be retained until their credential status is updated in Oregon ACCESS. Homecare Workers with this status may be referred on the OHCC RRS.
- c) **Approved to Work** – A detailed description of the Homecare Worker's provider number status. Homecare Workers with this status may be referred on the OHCC RRS.
- d) **Career** – A level of provider in Oregon ACCESS who has no restrictions for whom they may serve.
- e) **Provider Number** – The number assigned to an individual Homecare Worker through the Oregon ACCESS system when the DHS/SPD/AAA office approves a Homecare Worker to work.
- f) **HK – Homecare Workers** – The provider type acronym or code assigned to Homecare Workers that are members of the collective bargaining unit in Oregon ACCESS. This acronym (or any successor acronym) in Oregon ACCESS identifies Homecare Workers in the collective bargaining unit.
- g) **Oregon ACCESS** – The computer system used by DHS/SPD/AAA to store and maintain Consumer/Employer and Homecare Worker information.
- h) **Oregon Home Care Commission Registry and Referral System** – An on-line computer system to match employers who need services in their homes to Homecare Workers who are able and willing to meet those needs. All Homecare Workers are downloaded from Oregon ACCESS into the OHCC RRS.
- i) **Restricted** – A level of provider in Oregon ACCESS who is restricted to working for specific Consumer/Employers.

**Section 3. Homecare Workers Available for Referral.** To be referred in the OHCC RRS, a Homecare Worker must:

- a) Provide written permission to release his/her information on the OHCC RRS.
- b) Have a Career, Active, Approved to Work, and HK Provider number in Oregon ACCESS. Homecare Workers with an Approved Prior to Conversion status will also be included.
- c) Have verification of the date of Orientation. Be seeking employment.

Only Homecare Workers who meet the criteria above will be available for referral in the OHCC RRS.

## **Section 4. Homecare Worker Authorization to Release Contact Information.**

Homecare Workers must provide signed written authorization to permit release of their contact information through the internet-based OHCC RRS. Homecare Workers must also provide signed written authorization to terminate permission to release their contact information. Homecare Workers must submit the written authorization or de-authorization to the Home Care Commission or a DHS/SPD/AAA office.

**Section 5. Homecare Workers Seeking Employment.** Homecare Workers who are seeking work are responsible for updating their availability for referral every sixty (60) days in the OHCC RRS. Homecare Workers no longer seeking employment can change their availability to work status in the OHCC RRS at any time.

**Section 6. OHCC RRS Referrals and Consumer Choice.** Referrals are generated based on search criteria entered by the consumer or the consumer's representative and the profile information entered by the Homecare Worker. A random list of matching referrals will then be provided to the consumer for the consumer to choose a worker. Professional Development Recognition will be identified on the referral match list.

**Section 7. Unavailability for Referral in the OHCC RRS due to Employment Status in Oregon ACCESS.** Homecare Workers or former Employees who have any of the following conditions in Oregon ACCESS will be unavailable for referral in the OHCC RRS.

- a) Has not provided any paid services to any Consumer/Employer in the last twelve (12) months and his/her provider number is inactivated;
- b) Has voluntarily terminated his/her provider number in Oregon ACCESS by submitting a written letter to the DHS/SPD/AAA office stating s/he will no longer be providing Homecare Worker services in Oregon;
- c) Has a restricted provider number and is limited to working for specific Consumer/Employers;
- d) Has lost his/her provider number through termination by DHS/SPD;
- e) Has failed to complete a criminal history check authorization or provide fingerprints as requested by the Department and as a result, his/her provider number has been inactivated;
- f) Has not attended orientation within ninety (90) days, in which case his/her provider number will be inactivated; and,
- g) Has any other type of status in Oregon ACCESS that will not allow the Employee to be available for referral according to the rules of the Department.

**Section 8. Unavailability for Referral in the OHCC RRS due to Misconduct, Poor Performance, or Violation of Rule.** An Employee will not be referred in the OHCC RRS and the Employer will change his/her RRS Process Status to "Removed by OHCC" when the facts support the Employer's claim of misconduct, poor performance or other violations of the rule(s) adopted by the Employer, and this removal is a reasonable penalty for a proven offense. An investigation shall be conducted prior to ending the Employee's ability to be available for referral in the OHCC RRS; the Employee, the Union and SPD will be notified in writing within fifteen (15) days of the decision. The Employee will have the right to Union representation during an investigatory interview. The Employee may request and be given any OHCC RRS 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 9. Employee Grievances Due to Unavailability for Referral in the OHCC RRS.** Employees no longer available for referral in the OHCC RRS due to reasons other than described in Section 10 of this Article are subject to the grievance procedure. The Employment Relations Board's (ERB) decision will be based on whether the facts support the Employer's written claim that the Employee should no longer be referred in the OHCC RRS is a reasonable penalty. If the Employer's decision is reversed, the Employee will be available for referral in the registry, provided the Homecare Worker completes and signs a new Homecare Worker Application and authorizes the release of his/her contact information in the OHCC RRS.

**Section 10. Provider Number Terminations by DHS.** In the event of the termination of a Homecare Worker's provider number, the Homecare Worker will be notified pursuant to OAR 411-031-0050, Termination, Administrative Reviews, and Hearing Rights (A). The Homecare Worker will be unavailable for referral in the OHCC RRS and is not subject to the grievance procedure. Should an appeal result in the restoration of the provider number, the Employer will be notified of the reactivation through the DHS Oregon ACCESS system. The Homecare Worker will be available for referral in the OHCC RRS when the provider number is restored to the Active/Approved to Work/Career status in Oregon ACCESS and the Homecare Worker completes and signs a new Homecare Worker Application and authorizes the release of his/her contact information in the OHCC RRS.

**Section 11. Exclusive use of the OHCC RRS.** DHS/SPD/AAA offices will use the OHCC RRS exclusively.

## **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.**

- a) The Union on the Grievant's behalf may submit in writing or in e-mail within thirty (30) calendar days to the Home Care Commission Executive Director or

designee. In the case of e-mail, the Home Care Commission Executive Director or designee shall designate an e-mail address to receive grievances that will confirm the date that the message was received.

- b) 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.
- c) The Commission designee shall respond to the grievance in writing or by e-mail 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, a Notice of Appeal and appropriate filings may be filed in writing to the Employment Relations Board (ERB) for hearing and the Home Care Commission within forty-five (45) calendar days from the date the Step 1 response was due or 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), e-mail 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 12.1 – HEALTH PLAN**

**Section 1. Employer Contribution.** The Employer shall continue its current contributions through August 31, 2012\*. Effective September 1, 2012, the Employer shall contribute \$710.67 for eligible employees per month towards medical, vision, dental coverage. The Employer shall also continue paying the cost of the EAP benefit for eligible Homecare Workers.

**Section 2. 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 s/he fails to work a minimum of eighty (80) authorized and paid hours in each of the two (2) immediately preceding months.

**Section 3.** 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 4.** Through December 31, 2012, 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 has been executed by the Parties.

**Section 5.** Within one (1) month of the ratification date of this agreement the parties shall pursue establishing a jointly-governed Taft-Harley-like Trust (Trust) to oversee the selection and administration of the Homecare Workers' benefit plan effective December 31, 2012. See LOA – Transition of Healthcare Administration.

\* The parties are agreeing to extend the current contracts and rates (in place as of June 2012) to allow enough time to implement the new rates and contract. The extension is dependent upon insurance carrier agreement.

## **ARTICLE 12.2 – HEALTH PLAN**

The Employer and the Union will convene a Work Group for the purpose of identifying options for providing health insurance coverage for Personal Support Workers. The goals of the Work Group will be to evaluate options for expanding health care coverage to Personal Support Workers including researching health care coverage options and cost.

The Work Group shall be comprised of an equal number of representatives from the Employer and the Union.

The Work Group will provide a preliminary report that includes recommendations to DHS by December 31, 2012. In the event DHS fails to adopt the

recommendations, in whole or in part, DHS will provide a written response to the Work Group's recommendations.

### **ARTICLE 13 – WORKERS' COMPENSATION**

**Section 1.** Workers' Compensation insurance coverage is provided pursuant to ORS 656.039(5).

**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.** 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 14.1 – WAGES**

**Section 1.** The per hour rate schedule for compensation of eligible Employees is outlined below:

<b>Activities of Daily Living</b>	<b>Hourly</b>	<b>Live-In</b>
Full Assistance	\$10.20	\$10.20
Substantial Assistance/ Minimal Assistance	\$10.20	\$10.20
Self-Management Tasks	\$10.20	\$4.55
24-Hour Availability	N/A	\$4.55

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 Worker Wages.**

- a) A Relief Worker is defined as a Homecare Worker who provides substitute services for either a twenty-four (24) hour live-in Homecare Worker who is taking paid time off pursuant to Article 16, Section 1 (a), or an hourly Homecare Worker. Payment to a Relief Worker substituting for a live-in provider taking time off in a twenty-four (24) hour block shall be one hundred and seventy-five dollars (\$175.00) for up to a maximum of seven (7) consecutive days. If the Relief Worker continues providing services after seven (7) consecutive days, the worker shall be paid the rate authorized in the service plan. The Relief Worker will be informed in advance of the rates. Payment to a Relief Worker substituting for a live-in provider taking time off in a one (1) through twelve (12) hour block shall be the full assistance hourly rate. Payment to a Relief Worker



substituting for an hourly Homecare Worker shall be based on the full assistance hourly rate.

- b) The wage rate for Relief work will be confirmed when the local office is notified of the need for substitute services.

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

**Section 4.** Twenty-four (24) hour Homecare Workers 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) Homecare Workers are providing services to one (1) individual Consumer/Employer in a twenty-four/five (24/5), twenty-four/two (24/2) setting, the hours/pay will be divided on a pro rata basis.

**Section 5.** If an employee's voucher is not processed timely pursuant to Article 8.1, Payroll/Voucher Systems, Section 3, upon request of the employee, the SPD/AAA office will provide a letter noting when the voucher was authorized for payment and the payment amount. Provision of a letter to the employee does not create any additional financial liability for the Employer, DHS or its designee for any reason.

#### **ARTICLE 14.2 – PAYMENT OF PERSONAL SUPPORT WORKERS**

**Section 1.** It is recognized that payment for Personal Support Workers is established using various methodologies, depending on the service program. These are established by:

- (a) Set rate method,
- (b) Negotiation within a published rate range, or
- (c) Independent Choices Program direct negotiation with the consumer employer.

The set rates and published rate ranges established for negotiation of rates in effect on the effective date of the collective bargaining agreement will not be changed in a manner that reduces the payment of a Personal Support Worker. However, the wages for Personal Support Workers who serve individuals receiving services in any State Plan Personal Care 20 program will increase to \$10.20 per hour, effective at the beginning of the first (1<sup>st</sup>) full month following ratification or the award (for example ratified 6/26/12, effective 8/1/12).

**Section 2.** Effective April 1, 2013, Personal Support Workers shall receive a wage increase of one and one-quarter percent (1.25%) and the rate guidelines published by the Department of Human Services shall be adjusted to reflect the one and one-quarter percent (1.25%) increase. This Section shall not apply to workers within the Independent Choices program or those in the State Plan Personal Care 20 program.

**Section 3.** The Union will be notified of any changes to the set rates or published rate ranges affecting Personal Support Workers.

**Section 4.** In programs using rate ranges or specific negotiations with the consumer employer, payment for Personal Support Workers will only be reduced by mutual agreement between the Personal Support Worker and Consumer Employer.

**ARTICLE 15.1 – MILEAGE AND PUBLIC TRANSPORTATION REIMBURSEMENT  
FOR HOMECARE WORKERS**

**Section 1.** Homecare Workers shall be reimbursed for eligible personal vehicle miles authorized for service-plan-related non-medical transportation at a rate of forty-eight and one-half cents (\$.485) per mile for the term of this Agreement.

**Section 2.** DHS/AAA or AAAD will reimburse Homecare Workers for the actual cost incurred for preauthorized public transportation when needed to accompany a Consumer/Employer.

**Section 3.** Consumer/Employers may authorize the distribution of their medical mileage to their Homecare Workers(s) for miles driven in the Homecare Worker's personal vehicle, as long as doing so is permitted under OHA/Division of Medical Assistance Programs (DMAP) rules and procedures.

**Section 4.** In the event a Consumer/Employer is no longer eligible for services, prior authorized and documented mileage driven during the eligible service period will be reimbursed. Claims for reimbursement of non-medical mileage must be submitted via the voucher system; and, for medical mileage in accordance with OHA/DMAP procedures.

**ARTICLE 15.2 – MILEAGE REIMBURSEMENT FOR PERSONAL SUPPORT  
WORKERS**

**Section 1.** The parties recognize the mileage reimburse rates for Personal Support Workers vary among service programs, if the program includes a mileage component. The maximum non-medical mileage rates are the following:

PROGRAM	POPULATION SERVED	MAXIMUM MILEAGE REIMBURSEMENT
General Family Support	DD-Children	\$.404
Long Term Family Support	DD-Children	\$.404
Children's Intensive In-Home Services	DD-Children	\$.50
In-Home Comprehensive Services	DD-Adults	\$.404
Adult Support Services	DD-Adults	\$.445
State Plan for Personal Care	DD/AMD-Children & Adults	N/A
Independent Choices	APD	\$.485

- a) The actual rate is subject to negotiation between the Consumer/Employer and the Personal Support Worker.

- b) Reimbursement is per trip, regardless of the number of Consumer/Employers in the vehicle.
- c) For Independent Choices, the reimbursement is made through the Consumer/Employer.

**Section 2.** The established mileage reimbursement rates in effect on the effective date of the collective bargaining agreement will continue and not be reduced during the term of the agreement.

**Section 3.** In the event a Consumer/Employer is no longer eligible for services, prior authorized and documented non-medical mileage driven during the eligible service period will be reimbursed. Claims for reimbursement of non-medical mileage must be submitted via the procedure appropriate for the particular program.

### **ARTICLE 16.1 – 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.

- a) Such time off may be taken only in twenty-four (24) hour increments or in hourly increments of at least one (1) but not more than twelve (12) hours, subject to Consumer/Employer or designee authorization and available relief. Live-in providers shall use accrued paid time off before requesting and taking leave without pay. Payment for time taken by the live-in provider shall be based on the provider's average daily authorized wage rate. Payment for the Relief Worker shall be pursuant to Article 14.1, Wages, Section 2.
- b) If the accrued hours are not used by January 31 of each year, fifty percent (50%) of the remaining accrued hours will be paid out at the employee's average daily authorized wage rate and the balance shall be reduced by the number of hours cashed out. Vouchers claiming paid time off that are received after the cut-off dates in this Section may only receive pay up to the balance remaining available. Cash-out payment will be initiated on the first business day of February.
- c) 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.
- d) 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 thirty-two (32) hours.

**Section 2. All Hourly Providers.** On July 1 of each year, all 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.



- a) 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 by the provider shall be based on the provider's average authorized hourly wage. Payment for the relief worker shall be pursuant to Article 14.1, Wages, Section 2.
- b) Employees shall be allowed to take available accumulated paid time off when their regular Consumer/Employer is temporarily unavailable for the authorized Employee to provide services to the Consumer/Employer. In all other situations, Homecare Workers who are not working during a month shall not be eligible to use paid time off in that month. As long as the affected workers remain active, such employees will be cashed out for their earned paid time off at the regular cash-out interval.
- c) If the accrued hours are not used by January 31 each year, the remaining accrued hours will be paid out at the employee's average daily authorized wage rate and the balance shall be reduced to zero (0). Cash-out payment will be initiated on the first business day of February. Employees will not be cashed out for hours they already have requested to use at the time of the cash-out. Vouchers claiming paid time off that are received after the cut-off dates in this Section will not receive pay for the time used when the paid time off already has been cashed out.

**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 Homecare Workers 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 Consumer/Employer has the primary responsibility for selecting and hiring their providers. Paid leave must be prior authorized with the Consumer/Employer and relief must be available if necessary and the Agency must be notified in order to authorize the Relief Worker and issue a voucher as per Article 8.1, Payroll/Voucher Systems, Section 2. The Consumer/Employer will need to sign the paid leave voucher, as they would any other voucher. Sometimes the Consumer/Employer will require assistance from the Program Manager or designee in finding a suitable replacement provider.

**Section 6.** A Live-In Homecare Worker (seven (7) day service only) who is separated from service due to his/her Consumer/Employer no longer being eligible for the in-home service program may apply for a one hundred percent (100%) cash-out of unused paid time off.

- a) To apply for this benefit the Live-In Homecare Worker must submit a completed SDS 2310 to the local office.
- b) If such a cash-out is made, the Employee's remaining paid time off balances shall be reduced to (0).

- c) Payment will be initiated upon verification that the Homecare Worker has met the necessary criteria.

### **ARTICLE 17.1 – TASK LIST OF AUTHORIZED SERVICES**

**Section 1.** The OHA/DHS/SPD/AAA local office will provide a copy of the task list of approved services and maximum hours to the Homecare Worker. Live-in Homecare Workers also will be provided the pay rates. The Homecare Worker should not begin work prior to receipt of the task list. If Employee(s) do not receive a copy of a task list of authorized services and maximum authorized hours from their Consumer/Employer, they may request a written copy from their local office, 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 Consumer/Employer illness requiring alternative care or death, notice of the change shall be provided to the Employee in writing within seven (7) days of written notice from the Agency to the Consumer/Employer of the change.

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

**Section 4.** Live-in Homecare Worker orientations in person shall be offered. A live-in Homecare Worker shall complete the orientation prior to commencement of employment as a live-in provider. This orientation shall provide Live-in Homecare Workers with information about the types of services and related trainings applicable to Live-in Homecare Workers. The orientation will include, but is not limited to, information regarding live-in pay rates, number of hours authorized at different pay rates, and total maximum monthly authorized hours.

### **ARTICLE 17.2 – JOB DUTY DESCRIPTIONS FOR PERSONAL SUPPORT WORKERS**

**Section 1.** Each Personal Support Worker will be provided a job duty description or service agreement prior to beginning of work. Either party, Personal Support Worker or Consumer Employer (or representative), may request a change to the job duty description or service agreement to accurately reflect Consumer Employer support needs and interests. Duties and descriptions must continue to reflect Consumer Employer choice and person-centered planning.

**Section 2.** Based on program rules, the Consumer Employer (or representative) retains the right to modify the number of hours and/or services of a Personal Support Worker at any time.

**Section 3.** If changes in hours and/or services occur due to Agency funding, notice of the change shall be provided to the Union in writing within seven (7) days of written notice from the Agency to the Consumer/Employer.

## **ARTICLE 18.1 – TEMPORARY CONSUMER ABSENCES**

Live-in providers shall continue to receive the rate of pay immediately preceding the Consumer/Employer'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/Employer will be returning home within that thirty (30) day period.

## **ARTICLE 19.1 – WAGE OVERPAYMENTS**

**Section 1.** Overpayments in wages resulting from Consumer/Employer 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 19.2 –OVERPAYMENTS OF PERSONAL SUPPORT WORKERS**

**Section 1.** Overpayments of Personal Support Workers paid from payroll or vouchers systems and resulting from Consumer Employer 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 Personal Support Worker leaves his/her employment as a Personal Support Worker before the overpayment has been fully recovered, the remaining maximum amount may be deducted from the Personal Support Worker's final check.

**Section 2.** Overpayments of Personal Support Workers paid from invoice systems and resulting from Consumer Employer or provider error shall repay the overpayment as follows:

- For overpayments discovered within ten (10) calendar days of the overpayment, the full amount will be deducted from the next payment to the Personal Support Worker.
- For overpayments discovered more than ten (10) calendar days from the overpayment, the repayment shall be repaid on a schedule to be negotiated between the Personal Support Worker, Services Coordinator/Personal Agent, and the Consumer Employer within thirty (30) calendar days of discovery of the overpayment. The repayment period shall not exceed two (2) pay cycles. If possible, the overpayment must be repaid within the same plan year.
- If the Personal Support Worker leaves his/her employment as a Personal Support Worker before the overpayment has been fully recovered, the remaining maximum amount may be deducted from the Personal Support Worker's final payment.



**Section 3.** A Personal Support Worker 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/Employer's residence, the Employee may request from the local OHA/DHS/SPD/AAA location and receive a sufficient amount to address assessed Consumer/Employer needs on a monthly basis. An unopened package of 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. The local OHA/DHS/SPD/AAA office will have packages of multiple glove sizes, and if a needed size is not available the office will obtain the appropriate size within two (2) weeks. 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 OHA/DHS/SPD/AAA 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 OHA/DHS/SPD/AAA 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.

## **ARTICLE 21.1 – HOMECARE WORKER TRAINING**

**Section 1.** 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. Four (4) representatives from the Home Care Commission or designated by the Commission
2. One (1) representative from the Department of Human Services
3. Four (4) representatives from the Union/HCW

**Section 2.** 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 will be kept informed of the training budget and the expenditures for training provided to Homecare Workers and/or Consumer/Employers.

**Section 3.** In the event that the Union disagrees with a recommendation from the Training Committee to the HCC, the Union will be invited to submit a "minority report" for consideration by the Commission.

#### **Section 4. Committee Tasks:**

- Prioritize training needs;
- Recommend training to improve Homecare Worker and Consumer/Employer Safety;
- Recommend training topics that cover specialty areas that are a concern to Homecare Worker's, and Consumer/Employer's;
- Evaluate the effectiveness of training provided;
- Recommend marketing incentive programs to increase Homecare Worker participation in the training program.

#### **Section 5. Committee Goals:**

- Provide Homecare Workers with skill-building opportunities to enhance the services received by Consumer/Employers in a safe and efficient manner.
- To empower Consumer/Employers with the knowledge and skills to effectively direct their services and manage their Employees.
- Identify and develop professional and workforce development opportunities for Homecare Workers.

#### **Section 6. Homecare Worker Attendance at Trainings.**

Subject to available funding and where the Home Care Commission agrees with the recommendations of the Training Committee, active Homecare Workers will be paid for actual hours in attendance at Home Care Commission sponsored training. Homecare Workers will only be paid once per year to take the same training class.

### **ARTICLE 21.2 - PERSONAL SUPPORT WORKER TRAINING**

**Section 1.** It is the Employer's intent to maintain the Developmental Disability/Mental Health Training Committee (DD/MH-TC) to make recommendations to the Developmental Disability/Mental Health Committee (DD/MH-C) related to training. The DD/MH-C shall be those persons designated by ORS 410.600 - 410.625, as amended by HB 3618, Section 3 (2010 Legislature). The DD/MH-TC will also include the following:

1. Four (4) representatives from the Commission or designated by the Commission.
2. Two (2) representatives from the Department of Human Services.
3. One (1) representative from the Oregon Health Authority.
4. Four (4) representatives from the Union/PSWs.

**Section 2.** The DD/MH-TC in consultation with the DD/MH-C and 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 will be kept informed of the training budget and the expenditures for training provided to Personal Support Workers and/or Consumer/Employers (or family members or representatives).

**Section 3.** In the event that the Union disagrees with a recommendation from the DD/MH-TC to the DD/MH-C, the Union will be invited to submit a “minority report” for consideration by the DD/MH-C and the Commission.

**Section 4.** DD/MH-TC Tasks:

- Prioritize training needs for Personal Support Workers.
- Recommend training to improve Personal Support Worker and Consumer/Employer Safety.
- Recommend training topics that cover specialty areas that are a concern to Personal Support Workers, and Consumer/Employers.
- Evaluate the effectiveness of training provided.
- Recommend marketing incentive programs to increase Personal Support Worker participation in the training program.

**Section 5.** DD/MH-TC Goals:

- Provide Personal Support Workers with skill-building opportunities to enhance the services received by Consumer/Employers in a safe and efficient manner.
- Identify and develop professional and workforce development opportunities for Personal Support Workers.
- To empower Consumer/Employers with the knowledge and skills to effectively direct their services and manage their Employees.

**ARTICLE 22.1 – ISSUES COMMITTEE**

**Section 1.** The Parties agree to a committee to discuss issues of mutual concern on such topics as work processes and communication between the Parties.

- a) The committee shall be on a meet-and-confer basis.
- b) The committee shall have no power to negotiate or contravene any provision of the Collective Bargaining Agreement, or to enter into any agreements binding on the Parties to the Collective Bargaining Agreement, or resolve issues or disputes surrounding the implementation of the Collective Bargaining Agreement.
- c) Matters that should be resolved through the grievance procedure shall be deferred to the grievance procedure. No discussion or review or any matter by the committee shall forfeit or affect the time frames related to the grievance procedure.

**Section 2.** Meetings shall be held at least quarterly, but no more than monthly, at a time that is convenient for both Parties. Should the Parties agree no meeting is necessary, the meeting may be cancelled.

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- c) Matters that should be resolved through the grievance procedure shall be deferred to the grievance procedure. No discussion or review of any matter by the committee shall forfeit or affect the time frames related to the grievance procedure.

**Section 2.** Meetings shall be held at least quarterly, but not more than monthly, at a time that is convenient for both parties. Should the parties agree no meeting is necessary, the meeting may be cancelled.



**LETTER OF AGREEMENT - ARTICLE 10.1 – OHCC RRS CONFIDENTIALITY  
POLICY REGARDING RELEASE OF CONTACT INFORMATION**

The OHCC Registry Committee shall review the current confidentiality process regarding Homecare Worker contact information on the OHCC RRS. Further, it is the intent of the Parties that the review by the Registry Committee concludes within six (6) months of the effective date of the Collective Bargaining Agreement. Any resulting recommendations regarding confidentiality will be presented to the Home Care Commission for approval.

**LETTER OF AGREEMENT - ARTICLE 10.2 - OREGON HOME CARE COMMISSION  
REGISTRY AND REFERRAL SYSTEM (OHCC RRS) FOR PERSONAL SUPPORT  
WORKERS**

**Section 1.** The Developmental Disabilities/Mental Health Committee (DD/MH-C) User Group shall provide advice and recommendations to the DD/MH-C for consideration by the OHCC on the integration of the Employees added to the Homecare bargaining unit as a result of the unit clarification process (Employment Relations Board Case No. UC-007-11) into the OHCC Registry and Referral System (OHCC RRS). The OHCC RRS shall be fully operational no later than July 1, 2013.

**Section 2.** Prior to the RRS for Personal Support Workers being operational, or no later than July 1, 2013, whichever is sooner, the current processes will continue to function.

**Section 3.** The Consumer/Employer maintains the right to select and terminate employment of the Employee. Random referrals based on search criteria will be provided to the Consumer/Employer upon request.

**LETTER OF AGREEMENT - ARTICLE 12.1 - TRANSITION OF HEALTHCARE  
ADMINISTRATION**

1. HUBB contract terminated effective December 31, 2012.
2. OHA becomes the administrator effective January 1, 2013.
3. OHA/HCC accepts the Kaiser proposal to go statewide, 18 months (July 1, 2012 through December 31, 2013)
4. All funds contained within the HUBB trust fund to be remitted to OHA and will be designated for health insurance for Homecare Workers on the first working day after January 1, 2013.
5. Between ratification of the agreement and December 31, 2012, the parties shall convene a joint labor-management committee to study the establishment of a joint Taft-Hartley-like trust, with the goal of implementing such a trust as early as

January 1, 2013 but no later than January 1, 2014, if both parties agree that all legal, operational, and financial challenges have been identified and solved. It is the parties' preference to establish a trust if at all possible.

The study will identify any legal, operational, or financial challenges to implementing such a trust and recommended steps to overcoming such challenges within the preferred timeframes.

The study will examine the proper role of the state, client employers, and brokerages in Trust Governance because the State of Oregon is not the direct employer of Homecare Workers, as is typically the case in private-sector Taft-Hartley trusts. The State of Oregon is only the employer for purposes of bargaining under PECBA under the Oregon constitution.

The study must include and provide recommendations for a neutral party or procedure for an impartial umpire to break any deadlocks that may occur when labor and management vote on matters. (For example, the Steelworkers Pension Trust maintains an arbitration provision for resolving disputes.) This option, and others, shall be included in the study with recommendations based on past practice in well-established Taft-Hartley Trusts.

The labor-management committee will consult primarily with Taft-Hartley experts and trustees who are not affiliated with either the Union or the State of Oregon, including Third-Party Benefit Administrators, as well as representatives from existing SEIU-affiliated Taft-Hartley trusts.

The Union/HUBB will pay for a qualified third-party consultant to lead the study who shall be identified and agreed upon by the joint labor-management committee. The parties will make their best efforts to identify and agree upon a consultant within forty-five (45) days of ratification.

6. In the event that it is necessary to establish an interim board while the parties work toward establishing a trust, or if a permanent board becomes necessary because the parties cannot overcome legal, operational or financial challenges to implementing a trust then the parties shall:
  - a. Create a joint Labor/Management Board for Homecare Workers Health Care Benefits.
  - b. Nine (9) Members total; four (4) each from labor and management; one (1) non-labor/management i.e. member of the public appointed by the Governor. The Governor's office will review potential appointees for the ninth (9<sup>th</sup>) position with the Union and seek their input; however, ultimate appointment authority shall reside with the Governor. The ninth (9<sup>th</sup>) member can only vote in the event of a tie.
    - i. Management – Director of DHS, or designee; ED of Home Care Commission or designee; Director of OHA or Designee; Client-employer chosen by HCC.
    - ii. Labor – Executive Director of the Union or designee; three (3) representatives designated by the Union (to include representatives of Homecare as well as PSW's).
    - iii. Co-chaired by DHS Director and the Union's Executive Director, or designees.

- iv. Meet publicly and adhere to public meetings laws.
  - v. Operate by Majority Rule.
  - vi. Staffed by OHA.
  - vii. Board will identify the number, location and times of the meetings.
  - viii. Board may request a facilitator if needed—costs to be split between DHS and the Union.
  - ix. The Board will create additional ground rules if needed.
- c. Charge
- i. The Board will study all matters connected with the providing of benefit plan coverage for eligible homecare workers on the best basis possible with relation both to the welfare of the homecare workers, services to client-employers, and to the State of Oregon. The Board will recommend benefit design, specifications, analyze carrier responses to advertisements for bids and recommend to the Home Care Commission the award of contracts.
  - ii. In carrying out its duties the goal of the Board is recommending benefits that provide for better health, better care and lower costs
  - iii. The Board will advise HCC in acts necessary to recommend contracts for health benefit plans and dental benefit plans.
  - iv. The Board will use evidence and best practices of health care trends and market conditions for innovative approaches to cost savings.
  - v. The Board will fully integrate programs of disease management, case management, pharmacy management and health prevention into the health plans to assure strong medical management.
  - vi. Prior to entering into discussions regarding binding renewal or negotiation of any insurance policy with carriers, the Board will review the proposed terms for the renewal or negotiation—including but not limited to the premium rates, reserve contributions or withdrawals, and benefits—with the Commission and shall obtain the Commission's approval of such terms.

**LETTER OF AGREEMENT - ARTICLE 14.2 - COMMITTEE REGARDING  
HOMECARE WORKER/PERSONAL SUPPORT WORKER PAYMENT SYSTEM**

The Department of Human Services and Oregon Health Authority agree to convene a committee to explore the development of efficient and cost effective systems for the following purposes:

1. Develop a recommended process to consolidate and centralize all payroll, voucher, and invoice systems used for payment of Homecare Workers and Personal Support Workers.
2. Develop a recommended process for the regular exchange of data between DHS/OHA and the Union pursuant to Article 7.2, Union Rights.
3. Develop a recommended process for the future collection of Union dues and fair share, and other voluntary Union deductions.



The Committee shall be comprised of an equal number of Union representatives and representatives designated by the Employer, including systems development, programs, brokerages, etc., but the number may vary. Experts may be invited to meetings as necessary to provide information to the Committee.

The Committee will use consensus decision-making. Among other things, this means that each representative will recommend the decision of the Committee to its respective decision making authority.

The Committee shall complete its work and make recommendations to the respective Agency Directors no later than January 1, 2013.

#### **LETTER OF AGREEMENT - ARTICLE 20 - HEALTH AND SAFETY**

The Employer and the Union agree to jointly develop a list of free and low-cost flu shots available around the state. Both Parties agree to publicize this information on their websites and in other materials available to Homecare Workers.

2011-2013 SIGNATURE PAGE – SEIU Local 503 / HOMECARE COMMISSION

Signed this 15<sup>th</sup> day of August, 2012, at Salem, Oregon.



FOR THE HOME CARE COMMISSION:

  
Mary Kearney  
DAS State Labor Relations Manager

  
Susie Hosie, DAS State Labor Relations Manager


  
Cheryl Miller, Executive Director  
Home Care Commission



FOR THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 503:

  
Heather Conroy, Executive Director  
SEIU Local 503

  
Rebecca Sandoval, Medford, Chair

  
Joy'e Willman, Portland, Co-Chair


  
Carol Conlon, Grants Pass

  
Kit Good, Salem

  
Patricia Lawrence, Boring

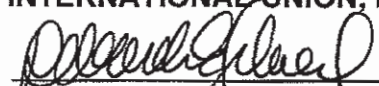
  
Anita Pecoff, Bend

  
Alice Redding, Rainier

  
Sharon Snearly, Grants Pass

  
Sandra Thomaston, Portland

  
Phyllis Wills, Hillsboro

  
Deborah Schwartz, Chief Negotiator  
SEIU Local 503

  
Mary Wood, Lincoln City, Chair

  
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James Parker, Scio

  
Mark Prever, Eugene

  
Annie Smith, Portland

  
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Deanna Wanke, North Bend