

**2013-2015**

**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/Personal Support Workers 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 Providers 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) **Personal Support Workers (PSW).** All full-time, part-time, or hourly publicly funded Personal Support Workers employed through the Employer, who (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) are providing personal support worker services through State Plan Personal Care for persons with developmental disabilities or mental illness, Family Support for Children with Developmental Disabilities, Long-Term Supports for Children with Developmental Disabilities, Children's Intensive In-Home Services, Comprehensive In-Home Support for Adults with Developmental Disabilities, Support Services for Adults with Developmental Disabilities, Short-Term Crisis for Individuals with Developmental Disabilities, and (3) for whom compensation is paid by Department of Human Services (DHS), Oregon Health Authority (OHA), a support services brokerage or other public agency who receives public funds for this purpose. All other Personal Support Workers, including provider organizations and supervisors, and those who perform solely volunteer personal services related tasks are excluded.
- c) **Personal Support Worker.** Independent Choices Program (PSW-ICP) Providers who are hired and paid directly by the consumer-employer funded through the Medicaid State Plan J, Independent Choices Program. Providers are not required to complete a provider enrollment agreement and are not paid directly by the Department of Human Services. Rates, hours and expectations are set by the consumer-employer and not the Department.



### **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, 2015.
- 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. Centralized State Payment System.**

The Centralized State Payment System will include PSWs who provide services through a Brokerage, CIIS, CDDP and or State Plan Personal Care DD programs. The Centralized Payment System does not include Independent Choices PSWs.

The Centralized State Payment System will be implemented on or before January 1, 2014.

### **Section 2. 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 Homecare Workers (HCWs) and Personal Support Workers (PSWs) where space is deemed available by Management of the facility. Such space shall not be denied for arbitrary or capricious reasons.

### **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. Employer Indemnity.**

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 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.

#### **Section 7. List and Information.**

By the tenth (10<sup>th</sup>) calendar day of each month, the Union shall receive a list of all current HCWs' and PSW's name, address, telephone number, e-mail address (if available), program name and code, provider specialty code (e.g. Enhanced HCW or Enhanced PSW), base hourly pay rate, language preference (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 8. Dues Deduction.**

- a) Upon written request from the HCW/PSW, monthly Union dues plus any additional voluntary Union deductions shall be deducted from the HCW's/PSW'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 HCW's/PSW'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 HCW/PSW. All applications for Union membership or dues cancellation, which the Employer receives, shall be promptly forwarded to the Union. HCW/PSW 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 HCW/PSW 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 9. Fair Share.**

All HCWs/PSWs 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 HCW/PSW 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 HCW/PSW 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 HCW/PSW and the Union and such payment shall be remitted to that charity by the HCW/PSW in accordance with ORS 243.666. At time of payment, the HCW/PSW 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 10. 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 11. Other Deductions.**

Voluntary payroll deductions made to the Union for HCW/PSW 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 HCW/PSW, the amount deducted, and the purpose of the deduction.

### **Section 12. Service Period and Deductions.**

HCWs/PSWs 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.

### **Section 13. Independent Choices Program.**

Participants in the Independent Choices Program shall not be subject to this Article 7, Sections five (5) through twelve (12).

## **ARTICLE 7.1 – UNION RIGHTS**

### **Section 1. Homecare Worker New Member Orientation.**

When an orientation is scheduled for representable HCWs, 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.

## **ARTICLE 7.2 – UNION RIGHTS**

### **Section 1. Personal Support Worker New Member Orientation.**

The Home Care Commission (HCC) will work with DHS/OHA, DHS/OHA Service Delivery Partners, and the Union to create a New Member Orientation for PSWs. After the content of the orientation and quarterly remittance advice messages are established and approved and materials are printed and available the HCC will work to schedule PSW New Member Orientations. The Parties agree that establishment and approval of PSW Orientations as set forth above shall take place on or before January 1, 2014.

- a) The HCC will provide PSW-only New Member Orientations quarterly or as needed at APD or AAA offices or other locations when available.
  - i. A PSW who is seeking employment to be available for referral on the RRS must attend a PSW New Member Orientation after the approval and availability of the PSW New Member Orientation.
  - ii. PSWs serving State Plan Personal Care AMH, consumers must attend a PSW New Member Orientation after the approval and availability of the PSW New Member Orientation.
- b) A PSW must register for the PSW New Member Orientation with the HCC.
  - i. DHS/OHA will send a list of new PSWs to the HCC monthly. The list will contain, name, provider number, provider specialty, phone number, email address (if available), and mailing address. DHS/OHA will begin sending the list after the approval of the PSW New Member Orientation.
- c) PSW New Member Orientations with ten (10) or more registrants will be held in person at an APD or AAA office.
- d) PSW New Member Orientations with less than ten (10) registrants will not be held in person, but through available online or electronic modalities.
- e) If a PSW is unable to attend due to the unavailability of a substitute worker, the PSW will be offered an online, electronic modality, or an alternate method to complete the orientation.

- f) When the HCC holds a PSW New Member Orientation in person or through available online or electronic modalities 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.
  - i. If a PSW needs an alternative method not including online or other electronic modalities the Union materials will be provided to the PSW and the PSWs contact information will be given to the Union for follow-up.
- g) HCC agrees to ensure the Union is provided the opportunity to relay written information four (4) times per year statewide on the remittance advice.

## **Section 2. 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 PSWs' 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 PSWs' 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 PSWs in the Independent Choices Program and those paid through a brokerage or CDDP invoice system.

## **Section 3. Deductions Administrative Costs.**

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 January 1, 2014 or until system upgrades are completed.

## **Section 4. 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 PSW, monthly Union dues plus any additional voluntary Union deductions shall be deducted from the PSW'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 PSW'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 PSW. All applications for Union membership or dues cancellation, which the Employer receives, shall be promptly forwarded to the Union. PSW 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 PSW 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 5. 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 PSWs 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 PSW 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 PSW 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 PSW and the Union and such payment shall be remitted to that charity by the PSW in accordance with ORS 243.666. At time of payment, the PSW 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 6. 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 PSW, the amount deducted, and the purpose of the deduction.

**Section 7. Brokerage and Community Developmental Disability Programs Contracts.**

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. Fiscal Intermediaries.**

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 9. Interim System.**

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 10. Implementation.**

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

**Section 11. Personal Support Workers in the Independent Choices Program (ICP).**

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 PSWs in the Independent Choices Program.

**Section 12. Sunset Provisions.**

Article 7.2 Section two (2) through nine (9) sunsets upon completion of the Centralized Payment System or by January 1, 2014 at which point Article 7 shall apply.

**ARTICLE 8 – PAYROLL/VOUCHER SYSTEMS**

This Article shall apply to all Homecare Workers (HCWs) and Personal Support Workers (PSWs) paid by voucher.

**Section 1. Properly Completed Voucher.**

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

- a) Has been completed in ink and paper or through the online option to DHS/OHA, through fax, mail or in person;



- b) Has been signed by the Consumer/Employer/Employer Representative and the HCW/PSW;
- 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 HCW/PSW and Consumer/Employer/Employer Representative.

## **Section 2. Voucher Submission Timelines.**

The HCW/PSW 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 after the last service date for the period in which the voucher covers, wherever possible. In no event will the HCW/PSW be denied payment for hours worked if vouchers are submitted past the fourteen (14) days.

## **Section 3. Voucher Payment Processing Timelines.**

Vouchers shall be processed in the payment system within two (2) business days (excluding Oregon and Federal holidays) of the proper submission of a completed voucher by the HCW/PSW.

## **Section 4. Voucher Issuance Timelines.**

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 HCW/PSW 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. Monthly or Bi-Monthly Payment Options.**

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

## **Section 6. Direct Deposit Options.**

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

## **Section 7. Voucher Date Stamp Process.**

Vouchers (original and copy) submitted during regular business hours shall be date stamped at the request of the HCWs/PSWs 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**

Article 8.2 does not apply to PSW – Independent Choices Program or PSWs funded through AMH.

Article 8.2, sections one (1) through three (3) will sunset upon implementation of a Centralized Payment System on or before January 1, 2014.

### **Section 1. Brokerage/CDDP Policies.**

Each brokerage/CDDP responsible for compensating PSWs 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. Payment Policies.**

Each entity responsible for compensating PSWs 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. Union Notification.**

The Union shall be notified before any system changes are enacted if the changes affect how and when PSWs are paid.

### **Section 4. Person-Centered Planning.**

The Parties recognize that all contracts should reflect person-centered planning that values the input of consumers, family members, and PSWs.

### **Section 5. Centralized State Payment System for Brokerage and CDDP Providers.**

The Centralized State Payment system will be implemented on or before January 1, 2014.

Upon completion of the Centralized State Payment System sections six (6) through ten (10) are in effect.

### **Section 6. Properly Completed Claim.**

A properly completed claim is one that is accompanied with an approved timesheet or invoice and is submitted electronically or by mail, fax, email or in-person. A properly completed claim is one that:

- a) Has a timesheet or invoice completed in ink or electronically,
- b) Has been signed by the Consumer Employer or their representative and the Personal Support Worker;

- c) Includes legible documents that indicate start and end times by date, the number of hours worked; or other services provided; progress notes, when applicable;
- d) Includes other documents as requested by DHS to meet Medicaid requirements and conform to applicable Oregon Administrative Rules (OARs): and
- e) Has been submitted for payment on a date that occurs on or after the signature dates of the PSW and consumer/employer/employer representative.
- f) Claims filed by PSWs supporting a Brokerage Consumer Employer require approval by the Brokerage prior to authorizing payment of the claim.

### **Section 7. Submission.**

In order to meet the payment dates in Section 9 – Payment Dates below, the PSWs must submit a properly completed claim payment no later than three (3) business days (excluding Oregon and Federal holidays) before the eighth (8<sup>th</sup>) and/or the twenty-third (23<sup>rd</sup>) of each month. In no event will the PSW be denied payment for hours worked if invoice/claim payment is submitted past these timelines. The online option website will be made available to PSWs. The paper option must be mailed, faxed, e-mailed or delivered in-person to DHS at an address/number/domain made available to PSWs.

### **Section 8. Payment System Processing.**

Invoices/claim payments shall be processed in the payment system within three (3) business days (excluding Oregon and Federal holidays) after the eighth (8<sup>th</sup>) and/or the twenty-third (23<sup>rd</sup>) of each month based on the proper submission of a completed invoice/claim payment by the PSW.

### **Section 9. Payment Dates.**

Payment dates for PSWs will be the three (3) business days (excluding Oregon and Federal holidays) after the eighth (8<sup>th</sup>) and/or the twenty-third (23<sup>rd</sup>) of each month.

### **Section 10. Direct Deposit.**

PSWs will have the option of direct deposit of their claim payment. The payment system does not include direct deposit of Personal Support Worker training stipends. PSWs requests to begin or stop direct deposit must be submitted on the designated form to the DHS designated person.

## **ARTICLE 9 – NO DISCRIMINATION**

### **Section 1. No Discrimination.**

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. Consumer Rights.**

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 HCWs/PSWs.

## **ARTICLE 10 – OREGON HOME CARE COMMISSION REGISTRY AND REFERRAL SYSTEM (OHCC RRS)**

### **Section 1. Inclusion in the OHCC RRS.**

Effective July 1, 2013, all providers referenced in Article 2, Section 2(a) and (b) will be included in the OHCC RRS.

### **Section 2. Definitions.**

- a) **Active/Approved to Work** – Homecare Workers (HCWs) and Personal Support Workers (PSWs) with this status may be referred on the OHCC RRS.
- b) **Provider Number** – The number assigned to an individual HCW/PSW through one of the State Provider Database Systems when the Department of Human Services (DHS)/Oregon Health Authority (OHA)/Aging and People with Disabilities (APD)/Area Agency on Aging (AAA) or Children's Intensive In-Home Services (CIIS)/Brokerage/Community Developmental Disabilities Program (CDDP) or Community Mental Health Program (CMHP) office approves a HCW/PSW to work.
- c) **Oregon Home Care Commission Registry and Referral System (OHCC RRS)** – An on-line computer system to match Consumer/Employers who need home and community based services provided by HCWs/PSWs who are able and willing to meet those needs. All HCWs/PSWs included in one of the State Provider Database Systems are accessible electronically to OHCC RRS through live data feeds.
- d) **Restricted** – A HCW/PSW level of provider in one of the State Provider Database Systems. A HCW/PSW with this level is restricted to working for a specific Consumer/Employer(s). The meaning of this designation for PSWs is to be defined by ODDS.
- e) **Provider Enrollment Application Agreement (PEAA)** – To become a qualified approved PSW an applicant must complete the PEAA.
- f) **HCW / PSW Worker Summary** – HCWs/PSWs who complete their personal information, preferences, services, availability, schedule and who are available for referral, may have their worker summary appear on a Consumer's match list.

### **Section 3. Available for Referral.**

To be referred in the OHCC RRS, a HCW/PSW must:

- a) Provide written permission to release his/her information on the OHCC RRS.
- b) Have an Active Provider number in one of the State Provider Database Systems.
- c) Have verification of the date of Orientation.
- d) Meet annual Continuing Education (CE) requirements
  - 1. Four (4) OHCC sponsored training classes per year
    - i. HCWs/PSWs must take at least one (1) Worker Safety training every two (2) years.
    - ii. HCWs/PSWs active at the time of ratification of this Agreement have one (1) year from the ratification date to complete training requirements.
    - iii. New HCWs/PSWs have one (1) year from the date a provider number is issued to complete the training requirements.
- e) Be seeking employment.

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

HCWs/PSWs must provide signed written authorization to permit release of their contact information through the internet-based OHCC RRS. HCWs/PSWs must also provide signed written authorization to terminate permission to release their contact information. HCWs/PSWs must submit the written authorization or de-authorization to the OHCC or a DHS/OHA/APD/AAA or CIIS/Brokerage/CDDP or CMHP office.

In the event the State develops a secure way to perform this release of contact activity as an online transaction with a reportable audit trail, the OHCC will enable functionality on the Registry for HCWs/PSWs to have the option to make this modification without written authorization. HCWs/PSWs will have the option to submit authorization electronically in the OHCC RRS or in writing to one of the offices listed in this Section.

#### **Section 5. Seeking Employment.**

HCWs/PSWs who are seeking work are responsible for updating their availability for referral every thirty (30) days in the OHCC RRS. HCWs/PSWs 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 HCWs/PSWs. A random customized list of matching referrals including HCW/PSW profiles will then be provided upon request to the consumer for the consumer to choose a worker. DHS/OHA will ensure consumers are made aware of their option to request a list off the OHCC RRS. Professional Development Recognition will be identified on the referral match list.

The Consumer/Employer maintains the right to select and terminate employment of the HCW/PSW.

#### **Section 7. Unavailability for Referral in the OHCC RRS due to Employment Status in one of the State Provider Database Systems.**

HCWs/PSWs who have any of the following conditions in one of the State Provider Database Systems will be unavailable for referral in the OHCC RRS:

- a) HCWs/PSWs who have not provided any paid services to any Consumer/Employer in the last twelve (12) months and their provider number is inactivated;
- b) HCWs/PCWs who have voluntarily terminated their provider number in one of the State Provider Database Systems by submitting a written letter to the DHS/OHA/APD/AAA or CIIS/Brokerage/CDDP or CMHP office stating s/he will no longer be providing Homecare/Personal Support Worker services in Oregon;
- c) HCWs/PSWs with a restricted provider number who is limited to working for specific Consumer/Employers;
- d) HCWs/PSWs who have lost their provider number through termination by DHS/OHA/APD/AAA or CIIS/Brokerage/CDDP or CMHP office;
- e) HCWs/PSWs who have failed to complete a criminal history check authorization or provide fingerprints as requested by DHS/OHA/APD/AAA or CIIS/Brokerage/CDDP or CMHP office and as a result, their provider number has been inactivated;

- f) HCWs who have not attended orientation within ninety (90) days, in which case their provider number will be inactivated; and,
- g) PSWs who have not attended an orientation within six (6) months of the ratification of this Agreement and thereafter ninety (90) days from the issuance of a provider number; and,
- h) HCWs/PSWs who have any other type of status in one of the State Provider Database Systems that will not allow the HCW/PSW to be available for referral according to DHS/OHA Oregon Administrative Rules (OARs).

**Section 8. Unavailability for Referral in the OHCC RRS due to Misconduct, Poor Performance, or Violation of Rule.**

A HCW/PSW will not be referred in the OHCC RRS and the Employer will change his/her OHCC 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 HCW's/PSW's ability to be available for referral in the OHCC RRS; the HCW/PSW, the Union and APD will be notified in writing within fifteen (15) days of the decision. The HCW/PSW will have the right to Union representation during an investigatory interview. The HCW/PSW may request and be given any OHCC RRS information pertaining to that individual HCW/PSW within three (3) business days. The HCW/PSW 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. Grievances Due to Unavailability for Referral in the OHCC RRS.**

HCW/PSW's no longer available for referral in the OHCC RRS due to reasons other than described in Section 10-Provider Number Terminations by DHS/OHA 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 HCW/PSW should no longer be referred in the OHCC RRS is a reasonable penalty. If the Employer's decision is reversed, the HCW/PSW will be available for referral in the registry, provided the HCW/PSW completes and signs a new Homecare Worker Application/Provider Enrollment Application Agreement (PEAA) and authorizes the release of his/her contact information in the OHCC RRS.

**Section 10. Provider Number Terminations by DHS/OHA.**

In the event of the termination of a HCW's/PSW's provider number, the HCW/PSW will be notified pursuant to DHS/OHA OARs. The HCW/PSW 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 one of the State Provider Database Systems. The HCW/PSW will be available for referral in the OHCC RRS when the provider number is restored in one of the State Provider Database Systems and the HCW/PSW completes and signs a new Homecare Worker Application/PEAA and authorizes the release of his/her contact information in the OHCC RRS.

### **Section 11. Exclusive use of the OHCC RRS.**

DHS/OHA/APD/AAA or CIIS/Brokerage/CDDP or CMHP offices will use the OHCC RRS exclusively, and provide random customized lists upon request to Consumer/Employers as described in Section 6.

- a) A HCW/PSW shall not use the Registry to refer other HCWs/PSWs or use the OHCC's name on business cards or other related promotional and business materials for any reason.
- b) A HCW/PSW shall not use the OHCC RRS for purposes other than its intended use.
- c) A HCW/PSW who violates Sections 11 (a) and/or (b) will be subject to consequences in Oregon Administrative Rules to be established by the Commission or other actions necessary as determined by the Commission.

## **ARTICLE 11 – GRIEVANCE PROCEDURE**

### **Section 1. Grievance Definitions.**

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. Informal Resolution Approach.**

The Employer encourages, whenever possible, an informal resolution approach between the Homecare Worker/Personal Support Worker (HCW/PSW) 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. Grievance Steps.**

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. Employer Not Responsible For Grievance Time.**

The Employer is not responsible for any compensation of HCWs/PSWs 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. Cost.**

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

#### **Section 7. Cost Share.**

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**

**Article 12.1 Sunset. Effective December 31, 2013 Article 12.1 of this Agreement shall sunset and all of the provisions of this Article shall cease to have effect.**

### **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.

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

### **Section 1.**

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

### **Section 2.**

The Union agrees to provide the best, good faith efforts to support and promote mandatory and/or voluntary training opportunities to its members.

### **Section 3.**

During the covered period, the Employer will work with the carrier to provide monthly statistical HCW and PSW claims data, including claim and injury trends. The reports will be provided to the Commission and the Developmental Disabilities and Mental Health Committee.

## **ARTICLE 14 – SERVICE PAYMENTS**

### **Section 1. Cost-Of-Living-Adjustment.**

For providers whose hourly service payment rate, as of September 30, 2013, is paid at between thirteen dollars (\$13.00) to twenty dollars (\$20.00) per hour shall be increased by three and one-half percent (3.5%) effective October 1, 2013. For providers whose hourly service payment rate, as of September 30, 2014, is paid at between rate of thirteen dollars and seventy-five cents (\$13.75) to twenty dollars and seventy-five cents (\$20.75) per hour shall be increased by three and one-half percent (3.5%) effective October 1, 2014. Wage rates will be specified in Article 14.1 and Article 14.2.

### **Section 2. 2014 Wages and Benefits.**

Upon written request of the Union on or before July 1, 2014, Parties agree to discuss wages and benefits. These discussions will only be related to transferring already allocated funds within the Agreement by mutual agreement and not related to new economics improvements. Any issues unresolved in these discussions will not be subject to the dispute resolution procedures under the Public Employee Collective Bargaining Act (PECBA).

### **Section 3. Enhanced HCW/PSW Workgroup.**

The HCC shall convene a workgroup with DHS, SEIU including representatives from the HCW and PSW Training Committees to discuss certification requirements and process. The workgroup will issue a report to the HCC, and the report must be received by the HCC on or before May 30, 2014 to ensure approval by the HCC on or before June 30, 2014.

### **Section 4. Time Study.**

DHS shall convene a workgroup with ADP/DD consumers, delivery systems and SEIU to discuss a process for a task study and health related tasks. The workgroup will issue a report to DHS on or before June 30, 2014.

### **Section 5. PSWs Paid by Invoice (also known as Independent Contractors) Workgroup.**

The HCC shall convene a workgroup with DHS/ODDS, SEIU, Brokerage Representatives and other stakeholders to make recommendations on requirements and certification for PSW Independent Contractors. The workgroup will issue a report to the HCC and DHS/ODDS with the goal of making recommendations for the Parties 2015-2017 Collective Bargaining Agreement negotiations.

## **ARTICLE 14.1 – SERVICE PAYMENTS FOR HOMECARE WORKERS**

### **Section 1. Rates.**

The per hour rate schedule for compensation of eligible Homecare Workers (HCWs) is outlined below:

<b>RATES EFFECTIVE October 1, 2013</b>	<b>Hourly</b>	<b>Live-In</b>
Activities of Daily Living	\$13.00	\$13.00
Instrumental Activities of Daily Living	\$13.00	\$6.50
24-Hour Availability	N/A	\$6.50

<b>RATES EFFECTIVE January 1, 2015</b>	<b>HOURLY</b>	<b>LIVE-IN</b>	<b>ENHANCED HOURLY</b>	<b>ENHANCED LIVE-IN</b>
Activities of Daily Living	\$13.75	\$13.75	\$14.75	\$14.75
Instrumental Activities of Daily Living	\$13.75	\$6.88	\$14.75	\$7.38
24-Hour Availability	N/A	\$6.88	N/A	\$7.38

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

## **Section 2. Enhanced Homecare Worker Wages and Training.**

- a) An Enhanced Homecare worker (EHCW) provides services to consumers who require medically driven services and supports as assessed by the case manager during the assessment process.
- b) The Enhanced Homecare Worker (EHCW) must be certified through a Home Care Commission (HCC) approved certified process or training program to be eligible for the enhanced hourly or live-in rate.

## **Section 3. Differentials.**

In addition to the rates outlined in Section 1, all eligible Homecare Workers shall receive the following differentials for all hours worked:

### **1) VDQ Differential.**

The Employer agrees to maintain the VDQ Differential as currently defined for Individuals with Ventilator Dependency and Quadriplegia needing twenty-four (24) hour awake staff as assessed by the case manager. The VDQ Differential may be combined and paid in addition to all other applicable differentials.

Three dollars (\$3.00) per hour for all hours worked caring for Individuals with Ventilator Dependency and Quadriplegia who need awake assistance twenty-four (24) hours per day.

## **Section 4. Consumer Budgets.**

Nothing in this Agreement shall reduce the amount and scope of services, activities and purchases for consumers and consumer budgets.

## **Section 5. 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 16.1, Section 1 (a), or an hourly Homecare Worker. Payment to a Relief Worker substituting for a live-in Homecare Worker taking time off in a twenty-four (24) hour block shall be one hundred and seventy-five dollars (\$175.00) per day for up to a maximum of seven (7) consecutive days.

A Relief Worker substituting for a live-in natural support that provides twenty-four (24) hour service shall be paid one hundred seventy-five dollars (\$175.00) per day up to a maximum of seven (7) consecutive days when the natural support is temporarily unavailable. 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 Homecare Worker taking time off in a one (1) through twelve (12) hour block shall be at 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 service payment rate for Relief work will be confirmed when the local office is notified of the need for substitute services.

### **Section 6. Twenty-Four Hour Availability Pay.**

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 7. Twenty-Four Hour Availability Hours.**

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, the hours/pay will be divided on a pro rata basis.

### **Section 8. DHS Letter Explaining Late Payment.**

If a Homecare Worker's voucher is not processed timely pursuant to Article 8, Payroll/Voucher Systems, Section 3, upon request of the Homecare Worker, the APD/AAA office will provide a letter noting when the voucher was authorized for payment and the payment amount. Provision of a letter to the Homecare Worker does not create any additional financial liability for the Employer, DHS or its designee for any reason.

## **ARTICLE 14.2 – SERVICE PAYMENTS OF PERSONAL SUPPORT WORKERS**

### **Section 1. Hold Harmless.**

No Personal Support Worker (PSW) shall have their hourly service payment rate reduced as a result of this Agreement or as a result of a change in their consumer employer. PSWs shall maintain their hourly wage rate irrespective of starting work with a new consumer employer. PSWs shall have their highest hourly rate, per service category used to base the hold harmless for the purposes of this section. PSWs qualified or enrolled as a new provider on or after the effective date of this Agreement shall be paid at the rates outlined below.

### **Section 2. Rates.**

The per hour rate schedule for compensation of eligible Personal Support Workers (PSWs) is outlined below:

<b>RATES EFFECTIVE OCTOBER 1, 2013</b>	<b>HOURLY</b>	<b>LIVE-IN</b>
Activities of Daily Living	\$13.00	\$13.00
Instrumental Activities of Daily Living	\$13.00	\$6.50
24-Hour Availability	N/A	\$6.50

PSWs paid through invoice (also known as "Independent Contractors")	\$17.50	N/A
Job Coaching – Independent Contractor	\$17.50	N/A
PSWs in the Children's In-home Intensive Services (CIIS) Program	\$15.20	N/A
Children's In-Home Intensive Services (CIIS) Program – Independent Contractor	\$17.48	N/A

RATES EFFECTIVE JANUARY 1, 2015	HOURLY	LIVE-IN	ENHANCED HOURLY	ENHANCE LIVE-IN	EXCEPTIONAL HOURLY	EXCEPTIONAL LIVE-IN
Activities of Daily Living	\$13.75	\$13.75	\$14.75	\$14.75	\$16.75	\$16.75
Instrumental Activities of Daily Living	\$13.75	\$6.88	\$14.75	\$7.38	\$16.75	\$8.38
24-Hour Availability	N/A	\$6.88	N/A	\$7.38	\$8.38	\$8.38
PSWs paid through invoice (also known as "Independent Contractors")	\$18.00	N/A	\$21.00	N/A	\$24.00	N/A
Job Coaching – Independent Contractor	\$18.00		\$21.00		\$24.00	
PSWs in the Children's In-Home Intensive (Services (CIIS) Program)	\$16.50	N/A	N/A	N/A	\$16.50	N/A
Children's In-Home Intensive Services (CIIS) Program – Independent Contractor					\$18.50	

The Personal Support Worker's average hourly rate of pay will depend on the number of qualifying hours for each type of assistance provided.

### **Section 3. Enhanced Payments and Training.**

- a) An Enhanced Payment is for those services to consumers who require advanced medical or behavioral driven services and supports, as assessed by the Functional Needs Assessment Tool.
- b) The Personal Support Worker (PSW) receiving Enhanced Payments must be certified, prior to the delivery of services through the applicable HCC approved certification process or training program for services as defined by the Department of Human Services (DHS).
- c) The HCC will approve programs as meeting established criteria no later than June 30, 2014.

### **Section 4. Exceptional Payments and Training.**

- a) An Exceptional Payment is for those services to consumers who require extensive medical and/or behavioral driven services and supports, beyond the Enhanced Payment, as assessed by the Functional Needs Assessment Tool, also requiring awake staff more than twenty (20) hours in a twenty-four (24) hour period.

- b) The Personal Support Worker (PSW) receiving Exceptional Payments must be certified, prior to the delivery of services through the applicable HCC approved certification process or training program for extensive medical services as defined by the Department of Human Services (DHS). For extensive behavioral services the PSW must be certified by the Oregon Intervention System (OIS) prior to providing services.

### **Section 5. Consumer Budgets.**

Nothing in this Agreement shall reduce the amount and scope of services, activates and purchases for consumers and consumer budgets.

### **Section 6. Relief Worker Wages.**

- a) A Relief Worker is defined as a PSW who provides substitute services for either a twenty-four (24) hour live-in PSW or an hourly PSW. Payment to a Relief Worker substitution for a live-in PSW taking time off in a twenty-four (24) hour block shall be one hundred seventy-five dollars (\$175) per day for up to a maximum of seven (7) consecutive days. A Relief Worker substituting for a live-in natural support that provides twenty-four (24) hour service shall be paid one hundred seventy-five dollars (\$175) per day up to a maximum of seven (7) consecutive days when the natural support is temporarily unavailable. 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 an hourly PSW 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 7. Twenty-Four Hour Availability Pay.**

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 8. Twenty-Four Hour Availability Hours.**

Twenty-four (24) hour Personal Support Workers (PSWs) 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) Personal Support Workers (PSWs) are providing services to one (1) individual Consumer/Employer the hours/pay will be divided on a pro rata basis.

### **Section 9. DHS Letter Explaining Late Payment.**

If a PSWs claim is not processed timely pursuant to Article 8 or 8.2 upon request of the PSW, the DHS will provide a letter noting when the claim was authorized for payment and the payment amount. Provision of a letter to the PSW does not create any additional financial liability for the Employer, DHS or its designee for any reason.

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

### **Section 1. Mileage Rate.**

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. Preauthorized Public Transportation Reimbursement.**

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 Authorization of Medical Mileage to Workers.**

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. Prior Authorized Reimbursement.**

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. Mileage Rates.**

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:

<b>PROGRAM</b>	<b>POPULATION SERVED</b>	<b>MAXIMUM MILEAGE REIMBURSEMENT</b>
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. No Rate Reduction.**

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. Prior Authorized Reimbursement.**

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 – HOMECARE WORKER TIME OFF**

### **Article 16.1 Sunset.**

If the provisions are met in the Letter of Agreement on Paid Time Off, this Article will sunset on July 1, 2014 and all provisions of this Article shall cease to have effect.

### **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 5 – Relief Worker Wages.
- 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 unless leave credits were cashed out pursuant to Article 16.1 – Time Off, Section 1(e).
- 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 unless leave credits were cashed out pursuant to Article 16.1 – Time Off, Section 1(e).
- e) Live-in providers whose credentials become inactive prior to the annual cash-out of accrued paid time off initiated on February first (1<sup>st</sup>) of each year will receive a cash-out payment of all accrued leave upon the inactivation of the provider's enrollment at the providers average daily authorized wage rate.



## **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 no less than four (4) hour increments, or no less than the normally scheduled work schedule, as long as the consumer employer approves the time off in advance and the service needs of the consumer are being met. Payment for time taken by the provider shall be based on the provider's average hourly wage rate. Payment for the relief worker shall be pursuant to Article 14.1, Wages, Section 2.
- b) HCW shall be allowed to take available accumulated paid time off when their regular Consumer/Employer is temporarily unavailable for the authorized HCW 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.
- d) Hourly providers whose credentials become inactive prior to the annual cash-out of accrued paid time off initiated on February first (1<sup>st</sup>) of each year will receive a cash-out payment of all accrued leave upon the inactivation of the HCW's enrollment.

## **Section 3. Posting of Used and Accumulated PTO.**

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 to Twenty-Four Hour Live-In Transfer.**

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. Prior Authorization to Take Paid Leave.**

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, Payroll/Voucher Systems, Section 4 – Voucher Issuance Timelines. 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. Cash Out.**

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 HCW'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 FOR HOMECARE WORKERS**

### **Section 1. HCW Task List of Approved Hours and Services.**

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 HCW(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 HCW within five (5) business days from the date of request.

### **Section 2. HCW Notice of Change in Hours and/or Services.**

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 HCW in writing within seven (7) days of written notice from the Agency to the Consumer/Employer of the change.

### **Section 3. Consumer Choice in Hours and/or Services.**

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

### **Section 4. Live-In HCW Orientation.**

Live-in HCW orientations in person shall be offered. A live-in HCW shall complete the orientation prior to commencement of employment as a live-in provider. This orientation shall provide Live-in HCWs with information about the types of services and related trainings applicable to Live-in HCWs. 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. PSW Job Duties and Descriptions.**

Each PSW will be provided a job duty description or service agreement prior to beginning of work. Either party, PSW 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. Consumer Choice in Hours and/or Services.**

Based on program rules, the Consumer Employer (or representative) retains the right to modify the number of hours and/or services of a PSW at any time.

### **Section 3. PSW Notice of Change in Hours and/or Services.**

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– SERVICE PAYMENT OVERPAYMENTS**

### **Section 1. Overpayments.**

Overpayments in wages, except those paid through invoice, resulting from Consumer/Employer or HCW/PSW or other error shall be recouped at no more than five percent (5%) of the HCW/PSW pay that is based on hours paid until repaid in full. If the HCW/PSW leaves employment before the overpayment has been fully recovered, the remaining maximum amount may be deducted from the HCW/PSW final check(s).

### **Section 2. Overpayment Determination Grievance.**

A HCW/PSW 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 for PSWs paid through invoice.**

Overpayments of PSWs paid from invoice systems and resulting from Consumer Employer or provider or other 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 PSW.
- For overpayments discovered more than ten (10) calendar days after the overpayment, the overpayment shall be repaid on a schedule to be negotiated between the PSW, 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 PSW terminates his/her employment contract as a PSW before the overpayment has been fully recovered, the remaining maximum amount may be deducted from the PSW's final payment.

## **ARTICLE 20.1 – HEALTH AND SAFETY**

### **Section 1. Gloves and Masks.**

When gloves and masks are not available at the Consumer/Employer's residence, the HCW may request them from the local DHS/APD/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 only be provided where there is a demonstrable need, including those relating to allergic reactions to latex and/or powder. The local DHS/APD/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 HCWs for safety equipment other than the gloves and masks that are routinely provided shall be in writing and shall be provided subject to local DHS/APD/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. Gloves and Masks through Consumer/Employer Health Plan.**

When gloves and masks are not provided by the health plan, the local office will provide these to the HCW on a monthly basis as long as the HCW continues to do Activities of Daily Living based on the Task List involving possible contact with bodily fluids and until these items are made available through the Consumer/Employer's health plan.

### **Section 3. Housekeeping.**

Gloves and masks will not be provided to a HCW for completing general housekeeping tasks or to avoid contact with cleaning agents or detergents.

### **Section 4. Communicable Diseases and Universal Precautions Information.**

HCWs shall have access to information on communicable diseases, blood-borne pathogens, and universal precautions through the local DHS/APD/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.

### **Section 5. Flu Shot Information.**

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 HCWs.

## **ARTICLE 20.2 – HEALTH AND SAFETY**

### **Section 1. Gloves and Masks.**

When gloves and masks are not available at the Consumer/Employer's residence, the PSW may request them from the local Brokerage, CDDP, CIIS, Community Mental Health or AMH office and receive a sufficient amount to address assessed Consumer/Employer's needs on a monthly basis. An unopened package of non-latex, non-powdered gloves will only be provided where there is a demonstrable need, including those relating to allergic reactions to latex and/or powder. The local Brokerage, CDDP, CIIS, Community Mental Health or AMH 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 PSWs for safety equipment other than the gloves and masks that are routinely provided shall be in writing and shall be provided subject to local Brokerage, CDDP, CIIS, Community Mental Health or AMH office management approval. All such requests will be responded to by Management or designee in each office within twenty (20) calendar days from the receipt of the written request.

### **Section 2. Gloves and Masks through Consumer/Employer Health Plan.**

When gloves and masks are not available at the Consumer/Employer residence, the PSW may request from the local Brokerage, CDDP, CIIS, Community Mental Health or AMH office on a monthly basis as long as the PSW's job description or service agreement continues to include activities of daily living or personal care worker with customers involving possible contact with bodily fluids and until these items become available through the Consumer/Employer's health plan or service plan if applicable.

### **Section 3. Housekeeping.**

Gloves and masks will not be provided to a PSW for completing general housekeeping tasks or to avoid contact with cleaning agents or detergents.

### **Section 4. Communicable Diseases and Universal Precautions Information.**

PSWs shall have access to information on communicable diseases, blood-borne pathogens, and universal precautions through the Home Care Commission's PSW Tool web page.

### **Section 5. Flu Shot Information.**

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 PSWs.

### **Section 6. PSWs Independent Choices Program.**

Independent Choices PSWs are to follow the guidelines in Article 20.1 – Health and Safety for Homecare Workers.

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

### **Section 1. Committee Membership.**

It is the Employer's intent to maintain the HCC'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 HCC 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. Quarterly Budget Report and Information Sharing.**

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 Employer agrees to provide members of the HCW Training Committee and the Union with a training budget report on a quarterly basis. This quarterly budget will be presented at the HCW Training Committee meeting.

### **Section 3. Union Minority Report.**

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

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

- Provide HCWs 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 HCWs.

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

HCWs currently employed will receive a stipend for actual hours in attendance at HCC sponsored training classes, and the classes must be applicable to HCWs. HCWs will only receive a stipend once per year to take the same training class. Subject to approval by the HCC the stipend payment will be at the base rate for HCWs and PSWs.

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

### **Section 1. Committee Membership.**

It is the Employer's intent to maintain Personal Support Worker Training Committee 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 PSW Training Committee 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. Quarterly Budget Report and Information Sharing.**

The PSW Training Committee 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 Employer agrees to provide members of the PSW Training Committee and the Union with a training budget report on a quarterly basis. This quarterly budget will be presented at the PSW Training Committee meeting.

### **Section 3. Union Minority Report.**

In the event that the Union disagrees with a recommendation from the PSW Training Committee 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. Personal Support Worker Training Committee Tasks:**

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

### **Section 5. Personal Support Worker Training Committee Goals:**

- Provide PSWs 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 PSWs.
- To empower Consumer/Employers with the knowledge and skills to effectively direct their services and manage their Employees.

**Section 6. Personal Support Worker Attendance at Trainings.**

PSWs currently employed will receive a stipend for actual hours in attendance at HCC sponsored training classes, and the classes must be applicable to PSWs. PSWs will only receive a stipend once per year to take the same training class.

**Section 7. Stipends.**

Subject to approval by the HCC the stipend payment will be at the base rate for HCWs and PSWs.

**Section 8. Personal Support Workers Employment Status Confirmation.**

- PSWs paid through a payroll system must provide a copy of a current pay stub to confirm current employment.
- PSWs paid through an invoice system must provide confirmation of a current paid invoice.
- PSWs paid through DHS/OHA state payment systems will be confirmed by the HCC.
- If a PSW is not paid through any of these systems, the appropriate employment confirmation must be provided.

**ARTICLE 22.1 – HOMECARE WORKER 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.

**ARTICLE 22.2 – PERSONAL SUPPORT WORKER 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 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 2 – TRANSFER OF RELATIVE ADULT FOSTER HOMES TO IN-HOME SERVICES**

### **Section 1. Statement**

Relative Adult Foster Homes (RAFHs) provide a critical service to Medicaid service recipients. However, under the new State Plan Option that the Department of Human Services will use to fund services and supports to Medicaid eligible individuals, RAFHs will not be an allowable service provider.

### **Section 2. Effective Date**

Effective July 1, 2013 all currently licensed RAFH will transfer to the In-Home Services program as described in Oregon Administrative Rules (OARs) Chapter 411, Division 30. A new Relative Care Program will be added to the OARs.

### **Section 3. Program Structure**

RAFH service recipients will transfer to the In-Home Services program. Service recipients will be able to select their provider from all available providers, including the former RAFH provider if that provider meets the enrollment criteria for a Homecare Worker.

During the service planning process, the availability of natural supports will be assessed and applied but family's decision to provide natural supports is totally voluntary.

Unlike the Spousal Pay program, recipients who elect to use a relative provider, living in the same home, will not have their LADL hours or twenty-four (24) hour availability reduced.

Relative providers may not subcontract services to other providers.

Relative providers will become a part of the Home Care collective bargaining unit covered by this Collective Bargaining Agreement and covered by all terms of the Agreement.

### **Section 4: DHS Responsibilities**

DHS will:

- Amend existing OARs to allow service recipients to live-in family member's homes without being on the lease or mortgage of their family member's home.
- Notify the service recipient of the upcoming programmatic change.
- Notify RAFH of the programmatic change within ten (10) working days of execution of this LOA. The Union will be provided RAFH communications in advance to review and provide feedback. The Union agrees to provide such feedback in a timely manner.
- Assist the service recipient in service planning to determine if the RAFH provider will transition to a HCW, providing direct care, or if other HCW services will need to be located.

- Transfer currently licensed RAFH providers, with an approved license who will be providing direct care to the service recipient to the HCW program without requiring a criminal background check.
  - After the initial transfer, the HCW will be required to have their criminal history rechecked at a minimum of every two (2) years.

**Orientation for Transitioning RAFHs.** Within ninety (90) days of the transition, the State will offer five (5) regional orientations. Alternate orientation formats such as webinars or video conferencing will only occur through mutual agreement with the Union. If a provider is unable to attend an orientation, the provider will be sent an informational packet.

The Union shall be granted union time at each orientation in line with the Home Care CBA. For orientations using an alternate format, the Union shall be allowed time or the opportunity to provide materials.

Any new relative home care workers who begins to provide services after the execution of emergency rules shall be required to attend a home care orientation.

### **Section 5: Payment.**

RAFH providers who were providing direct care prior to, and who continue to provide direct care after July 1, 2013 will receive service payments at least equal to the service payment they received as a RAFH for the service recipient they were serving prior to July 1, 2013 until the next assessment and service plan is finalized. Effective July 1, 2013 provider service payments will be increased based on total assessed hours. Providers who are providing direct care at assessed hours less than current service payment, will not be decreased and will be held harmless until the point of the next consumer assessment.

In cases where multiple providers are providing series to a service recipient, the total service payment paid to all individuals will not exceed the service payment in place prior to July 1, 2013 unless the service recipient's needs are assessed at a higher level.

RAFH providers not providing direct care will no longer receive payment from the State.

Room and board payments will be agreed upon between the former RAFH provider and the service recipient.

### **Section 5: Implementation Team.**

Within five (5) business days of the execution of this LOA the Union and State will make all reasonable attempts to schedule an initial meeting to discuss an implementation plan, including communications, orientations, policy and any other relevant matters.

**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.

### **LETTER OF AGREEMENT – JOINT EFFORT TO REDUCE AND PREVENT MEDICAID FRAUD**

DHS, OHA, OHCC and Union agree to convene a workgroup to explore strategies to reduce and prevent occurrences of Medicaid fraud and develop materials for APD/OHA approval to distribute to Consumer/Employers, Homecare Workers and Personal Support Workers. The workgroup will consist of three (3) representatives OHA, three (3) representatives from OHCC, three (3) representatives from Brokerages/CDDPs and three (3) Union representatives and will be chaired by an APD Medicaid Long Term Care Systems representative. The workgroup will commence meeting ninety (90) days from the ratification date of this Agreement at mutually agreeable times and locations. The workgroup will present written recommendations within one (1) year from the first meeting of the workgroup. The workgroup will sunset upon completion of written recommendations and in the event further work is needed the matter will be taken to the Issues Committees.

Based on the workgroup written recommendations, the Union agrees to explore using existing available resources to educate members about the types of Medicaid fraud, the warning signs of fraud, appropriate responses to invitations to participate in fraudulent activities, and the legal consequences of engaging in Medicaid fraud.

APD/ODDS/OHA/OHCC will continue efforts to educate Providers, Consumer/Employers and local offices about Medicaid fraud prevention.

### **LETTER OF AGREEMENT – PAID TIME OFF**

The State of Oregon, acting through the Department of Human Services (the State) and SEIU Local 503, OPEU (The Union) agree to the establishment of a paid time off benefit for Homecare Workers (HCWs) and Personal Support Workers (PSWs) through a mutually agreed upon mechanism by April 1, 2014 with a benefit and contribution effective date of July 1, 2014. Upon the establishment of the paid time off benefits through an agreed upon mechanism, Article 16.1 – Time Off of the Parties 2013-2015 Collective Bargaining Agreement shall sunset effective midnight June 30, 2014.

In the event the Parties are not able to mutually agree to such a mechanism, for whatever reasons, Article 16.1 – Time Off of the Parties 2013-2015 Collective Bargaining Agreement shall not sunset and the State shall implement a twenty cents (\$0.20) per hour across-the-board rate increase for all represented PSWs effective July 1, 2014.

The State and the Union agree that the State shall make monthly payments to a mutually agreed upon mechanism at the times and the amounts set out below. Such payments will be on behalf of Homecare and Personal Support Workers as defined in ORS 410.600 et seq. represented by the Union.

Payments shall be made based on the number of hours worked by Homecare and Personal Support Workers each and every month commencing with the month of July 1, 2014 and continuing thereafter for each month until this contribution Agreement is terminated or modified. Payments for each month shall be made on or after the first (1<sup>st</sup>) day of each month and on or before the fifth (5<sup>th</sup>) day of each month based on the number of hours worked by Homecare and Personal Support Workers in the preceding month.

Payments shall commence in the period between August 1 and August 5, 2014, based on the number of hours worked by Homecare and Personal Support Workers in the calendar month of July 2014. Such payments for that period, and for each month thereafter (absent termination or modification of this Agreement) shall be made in the following amounts: twenty cents (\$0.20) per hour worked.

Benefits provided to the Homecare and Personal Support Workers will be those set forth and defined through mutual agreement of the Parties.

#### **LETTER OF AGREEMENT – AGENCY UTILIZATION**

The Oregon Homecare Commission and the Union agree to discuss the use of Agencies in the HCW and PSW Issues Committees.

#### **LETTER OF INTENT – PROGRAM ENRICHMENTS**

The Parties agree to a shared interest of expanding home and community based services for Oregon. A portion of the savings from Homecare and Personal Support Worker benefits will be designated for use in home program enrichments.

Nothing contained in this Statement of Intent shall in any way limit or restrict the statutory authority of DHS in decision making of program administration.

#### **STATEMENT OF INTENT – TRAINING**

It is the intent of the Parties to maintain as well as expand the Home Care Commission's (HCC) Training Program.

One-million-one-hundred fifty thousand dollars (\$1,150,000) of the funds targeted for Homecare and Personal Support Worker compensation will be designated



for use for the HCC to cover anticipated increased funding needs for worker stipends over the 2013-2015 biennium. This one-million- one-hundred fifty thousand dollars (\$1,150,000) shall be in addition to the up to two-hundred fifty thousand dollars (\$250,000) of new funding committed by DHS for stipends and the four-hundred fifty thousand dollars (\$450,000) already budgeted for the 2013-2015 biennium. All dollar figures are General Fund allocations.

The HCC intends to request that DHS pursue federal funding match wherever possible and may seek other funds, e.g., grants that might be available for training. Any amount received for training through federal funding match and/or other resources will be in addition to the funding specified above.

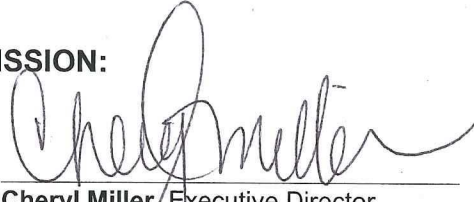
2013-2015 Signature Page – SEIU Local 503 / Home Care Commission

Signed this 3<sup>rd</sup> day of October, 2013; Salem, Oregon.




FOR THE HOMECARE COMMISSION:

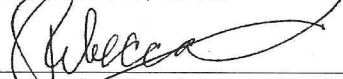
  
Glenn West, State Labor Relations Manager

  
Cheryl Miller, Executive Director  
Home Care Commission

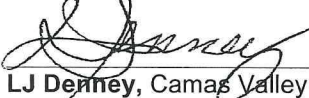


FOR THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 503:

  
Heather Conroy, Executive Director  
SEIU Local 503, OPEU

  
Rebecca Sandoval, Chair, Medford

  
Carol Conlon, Grants Pass

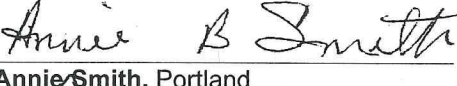
  
LJ Denney, Camas Valley


  
Laurann Kealiher, Portland

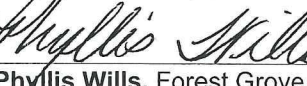
  
Patricia Lawrence, Sandy

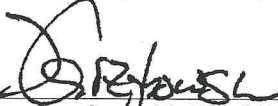
James Parker, Scio

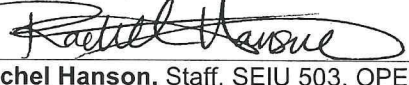
  
Adam Riggs, Eugene

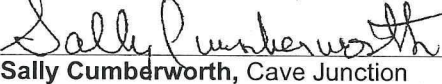
  
Annie Smith, Portland

  
Penny Wicklander, Pendleton

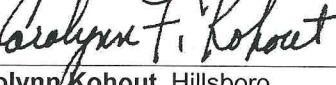
  
Phyllis Wills, Forest Grove

  
Jereme Grzybowski, Chief Negotiator  
SEIU Local 503, OPEU

  
Rachel Hanson, Staff, SEIU 503, OPEU

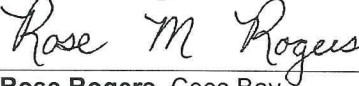
  
Sally Cumberworth, Cave Junction

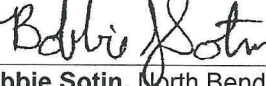
Robert Ewhank, Springfield

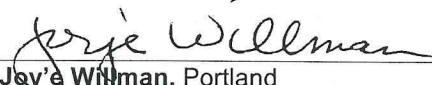
  
Carolynn Kohout, Hillsboro

  
Eileen Ordway, Springfield

  
Alice Redding, Rainier

  
Rose Rogers, Coos Bay

  
Bobbie Sotin, North Bend

  
Joy's Willman, Portland