

# COLLECTIVE BARGAINING AGREEMENT



*between*



*and*

**SEIU**

SERVICE EMPLOYEES  
INTERNATIONAL UNION,  
LOCAL 503, OPEU

2007

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2009

HOME CARE COMMISSION

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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.

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

On Behalf of the Homecare Commission

On Behalf of SEIU Local 503, OPEU

## **ARTICLE 1 – PARTIES TO THE AGREEMENT**

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

## **ARTICLE 2 – RECOGNITION**

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

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

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

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

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

## **ARTICLE 3 – TERM OF AGREEMENT**

### **Section 1.**

- a) This Agreement shall become effective on the date of the last signature by representatives of DAS and the Union on the complete agreement after full acceptance by the Parties, and expires on June 30, 2009.
- b) Either party may give written notice during the one hundred and eighty (180) day period preceding the expiration of the Agreement.
- c) Negotiations shall commence at a mutually agreeable date after receipt of such notice.

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

## **ARTICLE 4 – COMPLETE AGREEMENT**

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

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

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

## **ARTICLE 5 – SEPARABILITY**

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

## **ARTICLE 6 – NO STRIKE/NO LOCKOUT**

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

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

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

## **ARTICLE 7 – UNION RIGHTS**

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

**Section 2. New Member Orientation.** When an Orientation is scheduled for representable Employees, the Union will be allowed to make a twenty (20) minute presentation at a mutually agreeable time about the organization, representational status, and union benefits and to distribute and collect membership applications.

**Section 3. Union Presentations at Trainings.** The Union shall be granted twenty (20) minutes before scheduled training for Union business. Such meeting 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. List and Information.** By the tenth (10<sup>th</sup>) calendar day of each month, the Union shall receive a list of all current Employees' name, address, telephone number, 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 5.** 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 6.** 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 7. Dues Deduction.**

- a) Upon written request from the Employee, monthly Union dues plus any additional voluntary Union deductions shall be deducted from the Employee's salary and remitted to the Union. Additionally, upon written notice from the Union, authorized increases in dues in the form of special assessments shall be deducted from the Employee's salary and remitted to the Union according to this Section. Such notice shall include the amount and duration of the authorized special assessment(s). Monthly Union dues will cease, upon written notice from the Employee. All applications for Union membership or dues cancellation, which the Employer receives, shall be promptly forwarded to the Union. Employee applications for Union membership or dues cancellation, which the Union receives, shall be promptly forwarded to the Employer.
- b) Dues deduction shall continue until such time that the Employee requests cancellation of the dues deduction in writing.
- c) Upon return from any break in service of not more than twelve (12) months, reinstatement of the dues deduction shall occur for those workers who were having dues deducted immediately prior to said break in service.
- d) Dues deduction shall only occur after all mandatory and priority deductions are made in any pay period.

**Section 8. Fair Share.** All Employees in the bargaining unit who are not members of the Union shall make fair share payments in-lieu-of dues to the Union.

- a) Fair share deductions shall be made in the first full month of Employee service but shall not be made for any month in which the Employee works less than thirty-two (32) hours.
- b) Bargaining unit members who exercise their right of non-association, for example, when based on a bona fide religious tenet or teaching of a church or religious body of which such Employee is a member, shall pay an amount of money equivalent to regular monthly Union fair share dues to a non-religious charity or to another charitable organization mutually agreed upon by the Employee and the Union and such payment shall be remitted to that charity by the Employee in accordance with ORS 243.666. At

time of payment, the Employee shall simultaneously send verifiable notice of such payment to the Employer and the Union.

- c) Upon return from any break in service of not more than twelve (12) months, reinstatement of fair share deduction shall occur for those workers who were having fair share deduction immediately prior to said break in service.
- d) Fair share deductions shall only occur after all mandatory and legal deductions are made in any pay period.
- e) Fair Share Adjustment Summaries for SEIU Local 503, OPEU Home Care Members. The payroll summaries will be forwarded to the Union by the tenth (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 9. 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 10. Other Deductions.** Voluntary payroll deductions made to the Union for Employee benefits shall be submitted at the same time as regular dues deductions.

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

## **ARTICLE 8 – PAYROLL/VOUCHER SYSTEMS**

**Section 1.** A properly completed voucher must be submitted for payment. A properly completed voucher is one that has been signed by the Consumer/Employer and the Homecare Worker and legibly documents the number of hours worked.

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

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

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

**Section 5.** Upon initial hire, an employee shall have the option to be paid on a monthly or bi-monthly basis regardless of the number of hours worked each month. An employee may change the option twice each calendar year.

## **ARTICLE 9 – NO DISCRIMINATION**

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

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

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

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

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

- a) **Active** – The overall condition of the provider number status designating that the Homecare Worker is available for referral.
- b) **Approved Prior to Conversion** – A detailed description of the Homecare Workers provider number status for Homecare Workers who were approved to work prior to conversion to Oregon ACCESS. This status will be retained until their credential status is updated in Oregon ACCESS. Homecare Workers with this status may be referred on the OHCC RRS.
- c) **Approved to Work** – A detailed description of the Homecare Workers provider number status. Homecare Workers with this status may be referred on the OHCC RRS.
- d) **Career** – A level of provider in Oregon ACCESS who has no restrictions for whom they may serve.
- e) **Provider Number** – The number assigned to an individual Homecare Worker through the Oregon ACCESS system when the DHS/SPD/AAA office approves a Homecare Worker to work.
- f) **HK – Homecare Workers** – The provider type acronym or code assigned to Homecare Workers that are members of the collective bargaining unit in Oregon ACCESS. This acronym (or any successor acronym) in Oregon ACCESS identifies Homecare Workers in the collective bargaining unit.
- g) **Oregon ACCESS** – The computer system used by DHS/SPD/AAA to store and maintain Consumer/Employer and Homecare Worker information.

- h) **Oregon Home Care Commission Registry and Referral System** – An on-line computer system to match employers who need services in their homes to Homecare Workers who are able and willing to meet those needs. All Homecare Workers are downloaded from Oregon ACCESS into the OHCC RRS.
- i) **Restricted** – A level of provider in Oregon ACCESS who is restricted to working for specific Consumer/Employers.

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

- a) Provide written permission to release his/her information on the OHCC RRS.
- b) Have a Career, Active, Approved to Work, and HK Provider number in Oregon ACCESS. Homecare Workers with an Approved Prior to Conversion status will also be included.
- c) Have verification of the date of Orientation. Homecare Workers who do not have verification of their Orientation date and want to be referred on the OHCC RRS will have ninety (90) days from the date the OHCC RRS is rolled out in their area to complete an Orientation. A Homecare Worker may during the roll-out phase of the OHCC RRS in their area, complete an OHCC sponsored OHCC RRS training to meet the Orientation requirement. The OHCC will update the OHCC RRS with the Orientation date for those who attend the training.
- d) Be seeking employment.

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

**Section 4. Homecare Worker Authorization to Release Contact Information.** Homecare Workers must provide signed written authorization to permit release of their contact information through the internet based OHCC RRS. Homecare Workers must also provide signed written authorization to terminate permission to release their contact information. Homecare Workers must submit the written authorization or de-authorization to the Home Care Commission or a DHS/SPD/AAA office.

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

**Section 6. OHCC RRS Referrals.** Referrals to consumers will be in random order based on matching. Matching is based on search criteria entered by the consumer or the consumer's representative and the profile information entered by the Homecare Worker.

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

- a) Has not provided any paid services to any Consumer/Employer in the last twelve (12) months and his/her provider number is inactivated;

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

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

An Employee will not be referred in the OHCC RRS and the Employer will change his/her RRS Process Status to “Removed by OHCC” when the facts support the Employer’s claim of misconduct, poor performance or other violations of the rule(s) adopted by the Employer, and this removal is a reasonable penalty for a proven offense. An investigation shall be conducted prior to ending the Employee’s ability to be available for referral in the OHCC RRS; the Employee, SEIU and SPD will be notified in writing within fifteen (15) days of the decision. The Employee will have the right to Union representation during an investigatory interview. The Employee may request and be given any OHCC RRS information pertaining to that individual Employee within three (3) business days. The Employee will be informed of projected costs, if any, for gathering and providing the requested information for the purposes of making the required advance payment, as appropriate. Actual charges shall be based on actual costs incurred.

**Section 9. Employee Grievances due to Unavailability for Referral in the OHCC RRS.**

Employees no longer available for referral in the OHCC RRS due to reasons other than described in Section 10 of this Article are subject to the grievance procedure. The Employment Relations Board’s (ERB) decision will be based on whether the facts support the Employer’s written claim that the Employee should no longer be referred in the OHCC RRS is a reasonable penalty. If the Employer’s decision is reversed, the Employee will be available for referral in the registry, provided the Homecare Worker completes and signs a new Homecare Worker Application and authorizes the release of his/her contact information in the OHCC RRS.

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

A Homecare Worker whose provider number is terminated through the DHS Administrative Review Process (ARP) will be unavailable for referral in the OHCC RRS and is not subject to the grievance procedure. Should an ARP appeal result in the restoration of the provider number, the Employer will be notified of the reactivation through the DHS Oregon ACCESS system. The Homecare Worker will be available for referral in the OHCC RRS when the provider number is restored to the Active/Approved to Work/Career status in Oregon ACCESS and the Homecare Worker completes and signs a new Homecare Worker Application and authorizes the release of his/her contact information in the OHCC RRS.

**Section 11. Exclusive use of the OHCC RRS.** DHS/SPD/AAA offices will use the OHCC RRS exclusively once the system is available in their area.

## **ARTICLE 11 – GRIEVANCE PROCEDURE**

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

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

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

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

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

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

**Step 2.** No grievance may be processed under this Step which has not first been filed and investigated in accordance with Step 1 above. When the response at Step 1 does not resolve the grievance or no response is received within the fifteen (15) calendar days, 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), or as otherwise agreed to by the Home Care Commission Executive Director, or designee, and the Union. If the Employer fails to issue a response within the time limits, the Union may advance the grievance by written

notice to the next step unless withdrawn by the Union. If the Union fails to meet the specified time limits, the grievance shall be considered withdrawn and cannot be resubmitted.

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

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

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

## **ARTICLE 12 – HEALTH PLAN**

**Section 1. Employer Contribution.** Effective April 1, 2007, the Employer shall provide health insurance for eligible participating Employees as follows:

- a) For each eligible participating Employee who lives in the Kaiser Permanente service delivery area, the Employer shall pay four hundred sixty-two dollars and ninety-three cents (\$462.93) for the medical and vision insurance plan.
- b) For each eligible participating Employee who lives outside the Kaiser Permanente service delivery area, the Employer shall pay six hundred thirty-seven dollars and fifty cents (\$637.50) for the Oregon Dental Service (ODS) medical and vision insurance plan.
- c) For each eligible participating Employee, the Employer shall provide forty-one dollars and sixty-four cents (\$41.64) for Kaiser Permanente Dental or thirty-nine dollars and forty-nine cents (\$39.49) for ODS Dental.

For plan years beginning April 1, 2008 and April 1, 2009, the Employer contribution shall not exceed a total maximum increase of twelve percent (12%) in the composite rates for each plan year. Such increases shall be based on the actual plan participation for the month prior to notice by the carriers of the new rates for the affected plan year.

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

**Section 3.** Employees shall not be eligible to receive the Employer contribution for health care benefits under this Article if the worker is receiving other health care benefits, except for Medicare and Veterans' benefits. For purposes of eligibility determination by the health plan administrator, the Employee must declare when receiving other health care benefits.

**Section 4.** The Union agrees to administer the health plan in accordance with this Article and the National Association of Insurance Commissioners (NAIC) acts and regulations. The

Employer will pay the Union for the cost of health plan administration in accordance with the contract on health insurance administration that will be executed by the Parties.

**ARTICLE 13 – WORKERS’ COMPENSATION**

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

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

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

**ARTICLE 14 – WAGES**

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

<b>Activities of Daily Living</b>	<b><u>Hourly Effective</u> 07/01/07</b>	<b><u>Live-In Effective</u> 07/01/07</b>	<b><u>Hourly Effective</u> 11/01/07</b>	<b><u>Live-In Effective</u> 11/01/07</b>	<b><u>Hourly Effective</u> 07/01/08</b>	<b><u>Live-In Effective</u> 07/01/08</b>
Full Assistance	\$9.76	\$9.76	\$9.90	\$9.90	\$10.20	\$10.20
Substantial Assistance/ Minimal Assistance	\$9.53	\$9.53	\$9.90	\$9.90	\$10.20	\$10.20
Self-Management Tasks	\$9.53	\$4.05	\$9.90	\$4.30	\$10.20	\$4.55
24-Hour Availability	N/A	\$4.05	N/A	\$4.30	N/A	\$4.55

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

**Section 2. Relief and Fill-in Worker Wages**

- a) A Relief Worker is defined as a Homecare Worker who provides substitute services for a twenty-four (24) hour live-in Homecare Worker who is taking his/her paid time off in a twenty-four (24) hour block(s). A Relief Worker shall be paid one hundred and sixty-five dollars (\$165.00) per 24-hour period effective 11/01/07 and one hundred and seventy-five dollars (\$175.00) effective 07/01/08.

- b) A Fill-in Worker is defined as a Homecare Worker who provides substitute services for a twenty-four (24) hour live-in Homecare Worker who has no paid time off to use. The pay rate for the Fill-in Worker shall be the same rate as the live-in provider.
- c) The wage rate for Relief and Fill-in work will be confirmed when the local office is notified of the need for substitute services.

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

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

## **ARTICLE 15 – MILEAGE AND PUBLIC TRANSPORTATION REIMBURSEMENT**

Homecare Workers shall be reimbursed for eligible personal vehicle miles authorized for service plan related non-medical transportation at a rate of forty cents (\$.40) and effective October 1, 2007, forty-eight and one-half cents (\$.485) per mile for the term of this Agreement.

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

## **ARTICLE 16 – TIME OFF**

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

- a) Such time off must be taken in twenty-four (24) hour increments subject to Consumer/Employer or designee authorization and available relief. Payment for time taken shall be based on the average daily authorized wage rate for the Employee.
- b) If the accrued hours are not used by January 31 of each year, fifty percent (50%) of the remaining accrued hours will be paid out at the employee's average daily authorized wage rate and the balance shall be reduced by the number of hours cashed out. Vouchers claiming paid time off that are received after the cut-off dates in this Section may only receive pay up to the balance remaining available. Cash-out payment will be initiated on the first business day of February.
- c) Live-in providers who separate from service and return and provide live-in services within one (1) year from the last date live-in services were provided to a consumer shall have all unused leave credits restored.
- d) Live-in providers who convert to hourly or separate from live-in service and return as an hourly provider within one (1) year from the last date of live-in services shall be credited with their unused hours of leave up to a maximum of thirty-two (32) hours.

**Section 2. All Hourly Providers (including those providing relief coverage for other hourly workers), or 24-Hour Relief Providers and 24-Hour Fill-in Providers.** Effective July 1, 2007, on July 1 of each year, all active employees who worked eighty (80) authorized and paid hours in any one (1) of the three (3) months that immediately precede July (April,

May, June) shall be credited with sixteen (16) hours of paid time off. On February 1 of each year, active employees who worked eighty (80) authorized and paid hours in any one (1) of the three (3) months that immediately precede February (November, December, January) shall be credited with sixteen (16) hours of paid time off.

- a) Such time off must be utilized in eight (8) hour blocks. If the Employee's normal workday is less than eight (8) hours, such time off may be utilized in blocks equivalent to the normal workday. Payment for time taken shall be based on the average authorized hourly wage rate for the Employee.
- b) Employees shall be allowed to take available accumulated paid time off when their regular Consumer/Employer is temporarily unavailable for the authorized Employee to provide services to the Consumer/Employer. In all other situations, Homecare Workers who are not working during a month shall not be eligible to use paid time off in that month. As long as the affected workers remain active, such employees will be cashed out for their earned paid time off at the regular cash-out interval.
- c) If the accrued hours are not used by January 31 each year, the remaining accrued hours will be paid out at the employee's average daily authorized wage rate and the balance shall be reduced to zero (0). Cash-out payment will be initiated on the first business day of February. Employees will not be cashed out for hours they already have requested to use at the time of the cash-out. Vouchers claiming paid time off that are received after the cut-off dates in this Section will not receive pay for the time used when the paid time off already has been cashed out.

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

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

**Section 5.** It is not the Homecare Worker's responsibility to find their own replacement when they take paid leave. The Consumer/Employer has the primary responsibility for selecting and hiring their providers. Paid leave must be prior authorized with the Consumer/Employer and relief must be available if necessary and the Agency must be notified in order to authorize the Relief Worker and issue a voucher as per Article 8 - Payroll/Voucher Systems, Section 2. The Consumer/Employer will need to sign the paid leave voucher, as they would any other voucher. Sometimes the Consumer/Employer will require assistance from the Program Manager or designee in finding a suitable replacement provider.

## **ARTICLE 17 – TASK LIST OF AUTHORIZED SERVICES**

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

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

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

## **ARTICLE 18 – TEMPORARY CONSUMER ABSENCES**

A live-in provider shall continue to receive the rate of pay immediately preceding the Consumer/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 – WAGE OVERPAYMENTS**

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

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

## **ARTICLE 20 – HEALTH AND SAFETY**

**Section 1.** When gloves and masks are not available at the Consumer/Employer's residence, the Employee may request from the local DHS/AAA or AAAD location and receive a sufficient amount to address assessed Consumer/Employer needs on a monthly basis. Non-latex, non-powdered gloves will be provided where there is a demonstrable need, including those relating to allergic reactions to latex and/or powder. Requests by the Employees for safety equipment other than the gloves and masks that are routinely provided shall be in writing and shall be provided subject to local DHS/AAA or AAAD management approval. All such requests will be responded to by Program Managers or designee in each office within twenty (20) calendar days from the receipt of the written request.

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

**LETTER OF AGREEMENT**  
**ARTICLE 16 –TIME OFF**

Effective July 1, 2008, the parties agree to begin a pilot project that will apply to Live-in Homecare Workers (seven-day service only). The pilot program shall be in accordance with the following:

- A Live-In Homecare Worker 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 fifty-percent (50%) cash-out of unused paid time off.
- The application must be made to SPD In-Home Service Program certifying that the Live-In Homecare Worker does not have alternative residential arrangements.
- If such cash-out is made, the Employees' remaining paid time off balances shall be reduced to zero (0).
- Payment will be initiated upon verification that the Homecare Worker has met the above criteria.

This LOA and pilot program will sunset on June 30, 2009 whether or not a successor collective bargaining agreement for 2009-2011 has been reached.

This agreement is non-precedent setting and cannot be referenced in any other forum except successor negotiations for this bargaining unit.

## **LETTER OF AGREEMENT** **TRAINING**

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

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

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

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

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

### **Committee Tasks:**

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

### **Committee Goals**

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

### **Homecare Worker Attendance at Trainings**

Subject to available funding and where the Home Care Commission agrees with the recommendations of the Training Committee, active Homecare Worker's will be paid for actual hours in attendance at Home Care Commission sponsored training.

### **Union Presentations**

The Union shall be granted twenty (20) minutes before scheduled trainings for Union business. Such meetings shall not cause a delay in the scheduled start time of the trainings. The Union commits to making a good faith effort to make a presentation at trainings scheduled by the Employer.

Signed this 1<sup>st</sup> day of November, 2007, at SALEM, OREGON.

FOR THE HOME CARE COMMISSION:

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

Cheryl Sanders  
Cheryl Sanders, Executive Director  
Home Care Commission

Art McCurdy  
Art McCurdy  
State LR Manager

FOR THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 503, OPEU:

Leslie Frane  
Leslie Frane, Executive Director  
SEIU Local 503, OPEU

Jean Yamamoto  
Jean Yamamoto, Negotiator

Joyce Wilman  
Joyce Wilman, Chair, Portland

Steve Shumate  
Steve Shumate, Portland

BG Gray  
BG Gray, Portland

Fran Meyers  
Fran Meyers, Keizer

Sarah Hill  
Sarah Hill, Eugene

Adam Riggs  
Adam Riggs, Eugene

Sally Cumberworth  
Sally Cumberworth, Cave Junction

Lorraine Benn  
Lorraine Benn, Klamath Falls

Bonnie Geier  
Bonnie Geier, Milton Freewater

Anita Pecoff  
Anita Pecoff, Bend

Mary Wood Neotsu  
Mary Wood Neotsu

Karla Spence  
Karla Spence, Chief Negotiator  
SEIU Local 503, OPEU

Joe DiNicola  
Joe DiNicola, President, SEIU 503

Erin McIntosh  
Erin McIntosh, Co-Chair, Independence

Phyllis Wills  
Phyllis Wills, Hillsboro

RC Homer  
RC Homer, McMinnville

Kay Cullen  
Kay Cullen, Dallas

Gini Griensewic  
Gini Griensewic, Tangent

Rodney Dove  
Rodney Dove, Eugene

Robert Grant  
Robert Grant, Roseburg

Drucilla Califf  
Drucilla Califf, Umatilla

Caroline Mitchell  
Caroline Mitchell, Bandon

Bobbie Sotin  
Bobbie Sotin, North Bend

Carolynn Kohout  
Carolynn Kohout, Portland