

2019-2023

Collective Bargaining Agreement



Between
The Department of
Administrative Services,
on Behalf of the State of
Oregon

And

Service Employees
International Union
Local 503, Oregon Public
Employees Union:
License Exempt Family
Child Care Providers



*As a result of ORS 657A.430 (6) (b) (SB 788) Representation of Subsidized License-Exempt
Family Child Care Providers*

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PREAMBLE

This Agreement is made and entered into at Salem, Oregon, pursuant to the provisions of the Oregon Revised Statutes, by and between the State of Oregon, hereinafter referred to as the STATE, through the Department of Education (DOE), Early Learning Division, and the Oregon Department of Human Services (DHS) hereinafter known as AGENCIES and the Service Employees International Union (SEIU) Local 503, hereinafter referred to as the UNION.

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

ARTICLE 1 – RECOGNITION

The STATE recognizes the UNION as the sole and exclusive representative for all License Exempt Family Child Care Providers participating in the subsidy program for purposes of engaging in collective bargaining negotiations pursuant to ORS 329A.430(3).

This Agreement is between the State of Oregon acting by and through the Department of Administrative Services (State) and the Service Employees International Union Local 503, Oregon Public Employees Union on behalf of all License Exempt Family Child Care Providers in the State pursuant to ORS 329A.430(6)(b).

ARTICLE 2 – STATE ORGANIZATIONAL CHANGE

In the event the organizational affiliation for the Department of Human Services Child Care Program or the Oregon Department of Education and Early Learning Division changes to a different Agency or Agencies of the State, the Union shall continue to be recognized as the certified representative of the License Exempt Child Care providers bargaining unit. In addition, the Collective Bargaining Agreement shall remain effective through its term with the new State Agency or Agencies.

ARTICLE 3 – TERM OF AGREEMENT

Section 1. Effective Date.

This Agreement shall become effective on July 1, 2019 or such later date as it receives full acceptance by the Parties, and expires June 30, 2023, except where specifically stated otherwise in the Agreement.

Section 2. Notice to Negotiate

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.

Section 3. Commencing Negotiations.

Negotiations for a successor agreement shall commence during the first (1st) full week of March 2023, or such other date as may be mutually agreed upon, in writing, by the Parties. The Parties shall present any proposed changes desired in a Successor Agreement by the beginning of the second (2nd) meeting.

Section 4. Scheduling Negotiations.

During the first (1st) meeting, the Parties agree to schedule at least two (2) negotiating dates per month for April, May, June and July unless mutually agreed upon otherwise, in writing, at that meeting.

Section 5. Mediation and Binding Arbitration.

Either Party may invoke mediation on or after June 30, 2023 and any subsequent bargaining session shall include the Mediator on dates mutually agreed to by the Parties and the Mediator. Thereafter, the time lines and procedures set out in ORS 243.712 and 243.742 shall apply unless the Parties mutually agree, in writing, otherwise.

Section 6. Agreement Extension.

If the Parties fail to reach agreement on a new successor Agreement by June 30, 2023, the Agreement shall be automatically extended until a new Agreement is reached or an opinion and order is promulgated pursuant to ORS 243.746(5).

Section 7. Reopening of Agreement.

The Agreement shall be reopened in 2021 for negotiations on Article 12, Rate Structure and up to two (2) additional Articles designated by each Party. No other Articles may be opened for negotiations at that time unless mutually agreed to, in writing, by the Parties. Any Article or Section of Articles shall be opened as outlined in the Section above. Such negotiations shall commence during the first (1st) full week of March 2021, unless otherwise agreed to, in writing, by the Parties and, thereafter, the time lines and procedures set out in Sections 3, 4, 5 and 6 of this Article shall apply.

Section 8. Process to Open Agreement During Term.

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

REV: 2019

ARTICLE 4 – 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, or 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 5 – PROVIDER ORIENTATION AND TRAINING

The State will offer technical and financial assistance to Listed Providers to help Providers meet DHS health and safety requirements (a Listed Provider is defined as a Provider that has completed the listing process by passing a background check, finger print check and meets the health and safety standards).

Section 1. Orientations.

To ensure that Providers understand how the DHS child care subsidy program operates and are aware of the roles and responsibilities of Providers, DHS shall provide a mandatory online orientation and a follow-up in-person orientation designed for License Exempt Providers. Providers must complete both the online orientation and the in-person orientation within ninety (90) days of being listed as a Provider. Alternatives to in-person orientations will be offered only on a case-by-case basis and available for Providers who have been unable to attend a scheduled orientation within their first ninety (90) days. If an online or in person orientation is not offered in one (1) of the required five (5) languages (English, Spanish, Russian, Vietnamese and Chinese), alternative(s) will be offered. The State and Union will work together to develop and implement the online orientation. The online orientation shall be effective June of 2020. The Union will retain the ability to provide information as part of the online orientation.

The online orientations at a minimum shall include, but not be limited to, pre-listing training that provides information on completing listing forms, pre-requirements information, how to access the safety and quality funds, and how to connect with their local child care resource and referral agency, information on DHS listing and billing processes, subsidy rates based on zip code, and co-payments. The in-person orientation shall include, but not be limited to information on DHS listing and billing processes, subsidy rates based on zip code, co-payments, tax information resources, available training and professional development opportunities, and onsite support. The in-person orientation shall count towards a Provider's ongoing training requirements.

The in-person orientation is for two (2) hours; one and one-half hours (1 ½) for Resource and Referral (R&R) presentation; and, one-half (1/2) hour for SEIU presentation. The in-person orientation, if conducted in Spanish, is for up to three (3) hours; two and one-half (2 ½) hours for R&R presentation; and, one-half (1/2) hour for SEIU presentation.

Orientation Travel Stipend. If the required in-person orientation class is greater than twenty-five (25) miles but less than fifty (50) miles one-way trip from the Provider's residence, the Provider will receive a flat rate stipend of four dollars (\$4.00). If the required in-person orientation class is fifty (50) miles or more one-way trip from the Provider's residence, the Provider will receive a flat rate stipend of eight dollars (\$8.00). Mileage shall be measured by Map Quest or Google Maps for the shortest round-trip route. This travel stipend is in addition to the Orientation stipend. The stipend shall be paid up to a maximum total budget amount of six thousand dollars (\$6,000) and once this amount is expended the travel stipend shall be suspended.

Section 2. Union Notice and Presentation.

The Agencies will disseminate current information about available training opportunities via a link to the Oregon Registry Online (ORO) with clear indication of which trainings are exclusive to License Exempt Child Care Providers. Such information will be posted on the ORO at least thirty (30) days in advance of the orientation, License Exempt exclusive training, or Enhanced Rate Training. The Union will be provided an opportunity to make a thirty (30) minute presentation about the organization, representational status, Union benefits and to distribute and collect Union membership applications during the last thirty (30) minutes of the in-person orientation, License Exempt specific trainings and Enhanced Rate Trainings. Whenever possible, the Union will provide ten (10) days notice of cancellation if unable to attend an in-person orientation, License Exempt exclusive training or Enhanced Rate Training. The Union will be responsible for the content of their presentation, including the option to collaborate with AFSCME for a joint union presentation at Enhanced Rate Trainings. The Union will be provided a list of SEIU-represented Providers who are registered for trainings no later than twenty-four (24) hours before the training. For registration purposes, the ORO calendar will provide the phone number(s) for Providers to sign up for orientation or training. Providers shall call the phone number(s) to register since on-line registration is not available.

Section 3. Union Presentation – Orientation/Training.

When OCC develops the online Orientation, the Union will be allowed to provide OCC with a twenty (20) minute electronic media presentation and with materials about the organization, representational status, Union benefits, and membership applications that will be included in the online presentation.

Section 4. Union Electronic Media and Materials.

- a) The Union's electronic media presentation and materials must be provided in a format compatible with the OCC online training site.
- b) The Union's electronic media presentation and materials must be provided to OCC by the date requested to ensure it is included in the online presentation.

Section 5. Training.

Within available funds, up to one hundred-sixty thousand dollars (\$160,000), Agencies and Union will work with the child care training system to make training accessible and affordable for Listed providers participating in the subsidy program. Union will receive quarterly reports on training program attendance and remaining balance of training funds.

Agencies will provide an on-line training calendar reflecting dates, times and locations of child care provider training. Providers will have access to computers located in the lobby of any local DHS office that currently has a computer available to the general public.

Listed providers shall receive a stipend of twelve dollars (\$12) per hour for costs associated with transportation and substitute care for the completion of approved training, including the Union's thirty (30) minute presentation. Stipends are paid for orientation, Enhanced Rate Training and up to twelve (12) hours of additional training (except the Overview) every two (2) years. Stipends are not paid for self-study or on-line classes. Stipend requests from Listed Providers who attend trainings must be received within three (3) months of the training attended to be valid.

Persons responsible for registering and/or training Providers will receive a copy of Article 5 of this Agreement and the Process for FFN Orientations and Enhanced Rate Training Document.

CPR and First Aid will be offered no less than once every three (3) months, as follows:

The Food Handlers certification process for Listed Providers will be as follows:

The Food Handlers training may be taken on-line. On-line training provides immediate grading and the exam may be taken up to four (4) times per day. Information on how to utilize this on-line training will be available at the orientation. Listed Providers will not be required to pay for the online training.

Providers (Relative and Regulated Subsidy) may elect to take additional training prior to completion of the Enhanced Rate Training requirements, however, these training hours shall not apply retroactively to training renewal requirements for the Enhanced Rate. Relative Providers must meet the requirements plus an additional eight (8) hours of training within two (2) years to be eligible for the enhanced Rate. Regulated Subsidy Providers must meet the requirements plus an additional six (6) hours of training within two (2) years plus the two (2) hours of RRCAN to be eligible for the Enhanced Rate. Listed Providers who have completed the Enhanced Rate Training will receive notification no later than four (4) months prior to their certification expiring with explanation of how to complete re-certification for the Enhanced Rate.

If a Listed Provider is a no-show two times for a training, the Listed Provider will no longer be eligible to access training fund dollars for the cost of the training or receive a stipend for that specific training. A Listed Provider will not be considered a no-show if cancellation notification is given by the end of the business day prior to the training.

Listed Providers must be preregistered for trainings. If they show up without having preregistered, there may not be space available for them to participate in the training, and they may be ineligible to receive a stipend.

The State and the Union shall work together toward training and support for implementation of evidence based best practices for the development of children in License Exempt Child Care in the 2019-2021 biennium.

Section 6. Professional Development Committee.

Recommendations approved by Union's training committee shall be presented to the Professional Development Committee (PDC) and other training committees for response and/or action. Agencies will pay for up to two (2) Union-represented providers to attend the PDC (substitute care and mileage).

Upon request, Agencies will provide representatives when available to attend Union committee meetings to hear concerns and assist with recommendations for the PDC or appropriate subcommittee. Upon request, Agencies will add a Union designee to the email list serve that notifies participants with the PDC meeting schedule.

Agencies and Union shall continue to work with the statewide Child Care Resources and Referral system to maintain a range of trainings specifically focused for Listed Providers as long as funding is available pursuant to Section 3 of this Article. The Parties agree to discuss training specific to License Exempt Child Care in the SEIU Training work group.

The Agencies and the Union will develop a training work group, to be composed of representatives from both Parties. The work group will meet at mutually agreed upon times.

Section 7. Recruitment and Retention Workgroup

Agencies and the Union will develop a workgroup, to be composed of representatives from the agencies, the union, and community interested in improving access to the ERDC program. The workgroup will discuss the following topics: recruitment, outreach and the retention of Providers. The workgroup will also discuss how Providers may serve ERDC families and other mutually agreed-upon topics.

REV: 2017, 2019

ARTICLE 6 – RULES, NOTICES, AND LISTS OF PROVIDER INFORMATION

Section 1.

DHS will provide updates to its manual. Union will receive notice of Agencies' proposed rulemaking as an interested party.

Section 2.

Union will receive copies from DHS of general information notices that are sent to all child care providers such as the "Notice of Cost of Living Increases".

Section 3.

DHS will provide Union on a monthly basis in a mutually acceptable electronic format, a listing of all License Exempt Providers in active status in the Provider Payment System. The list will include the Provider's name, gender, year of birth, date of birth (if available), address, phone number(s), email (if available), DHS Provider number, the Provider's original listing date as noted in the Provider Payment System, number of hours paid per child, the amount of subsidy paid and all applicable deductions unless prohibited by law.

Section 4.

DHS will continue to provide the Union with information regarding Provider's preferred language of choice.

Section 5.

DHS agrees to provide the Union a list of all License Exempt Child Care Providers who had their Provider number activated monthly. This list will contain the Providers' name, address, telephone number, email address (if available), date of birth (if available), and Provider number. This list shall be provided in an agreed-upon format and in an agreed-upon electronic transmission process.

ARTICLE 7 – PAYMENT TIMELINES, ACCURACY AND OVERPAYMENTS

Section 1. Timely Payments.

DHS will maintain a procedure that provides for the issuance of subsidy checks within four (4) working days of the proper submission of a completed voucher by the Provider.

Section 2. Direct Deposit.

A procedure for direct deposit of subsidy checks will be available for Providers. The Provider shall submit a written request and proper bank information to receive direct deposit within sixty (60) calendar days from the receipt of the Provider's request.

Section 3. Electronic Payment Cards.

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

Section 4. Accurate Payments.

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

- DHS will provide materials and information to Providers in order to increase the submission of accurate billing forms on the part of Providers.
- DHS will review its processes and make necessary changes in order to minimize errors caused by the agency.

In recognition of the potential for challenges related to the new attendance and billing system the State will implement the following:

- A. Providers will have access to State assistance and guidance on the new attendance and billing system via a toll free number that they can call if experiencing challenges or questions when billing for hours of care provided.

- B. Providers will have access to client computers in local DHS offices for the purpose of utilizing computer terminals available for the automated billing process. Providers will also be allowed to print a monthly "Provider Report" from the DHS office, at no cost to themselves, provided the computer is connected to a printer. If a printer is not available the Provider may request a hard copy of the Provider report from the Direct Pay Unit (DPU). DHS will determine the rules, hours, and process associated with maintaining this access.

Section 5. Overpayments.

- A. If an overpayment is made to a Provider due to an error on the part of the Agency, that overpayment will be collected or recouped at no more than five percent (5%) of the Provider's subsidy payment until paid in full.
- B. For overpayments not caused by Agency error, payment may be collected or recouped in full immediately where possible. A repayment arrangement may be made if all of the following criteria are met:
- The overpayment is determined to be caused by Provider error.
 - The Provider has been providing care subsidized by DHS for twelve (12) consecutive months.
 - The Provider must have a reasonable financial hardship which impacts the Provider's ability to continue to provide child care.
 - The Provider must have infrequent occurrences of overpayment.

If all of the above criteria are met, monthly payments will be set at a fifty dollar (\$50) minimum or 10 percent (10%) of the overpayment amount, whichever is highest, and deducted from future subsidy payments. Payment is negotiated in full so payment is made within the shortest amount of time but no longer than ten (10) months.

- C. It shall not be considered a Provider error if a Provider cares for a child whose care has been authorized by the State even if the child's parent is later found not to be eligible for subsidy. In this event, the over payment shall not be recouped from the Provider.
- D. Exceptions may be made on a case-by-case basis based upon demonstrated hardship.

Section 6. Evening and Weekend Hours Worked.

DHS will work to develop a quarterly report from the CCBAT system to track daily hours worked by Providers between the hours of 6:00 p.m. and 6:00 a.m., and hours worked on Saturday and Sunday.

Section 7. Billing for Absent Days.

Providers who meet the following criteria may bill DHS for up to five (5) absent days per month when:

- The care was authorized by DHS and scheduled by the parent, but the child was absent and the Provider could not fill the time slot with another child; and
- It is the Provider's policy to bill all of their families for absent days; and
- The scheduled hours are logged on the Providers' attendance log as an absent day.

DHS will not pay for more than five (5) consecutive absent days of scheduled care even if it extends from one month to the next.

Section 8. Provider Reauthorization.

The State shall give Providers a ninety (90) and forty-five (45) day notice before the required paperwork is due to reauthorize approved status. The ninety (90) day notice shall contain all of the required paperwork that the Provider needs to submit and instructions on any other steps the Provider must take to complete the reauthorization process – including, but not limited to, how and where to submit fingerprints for processing. The forty-five (45) day notice shall be a courtesy reminder that the required paperwork is due to reauthorize approved status. Providers must submit their completed listing form at least thirty (30) days prior to the listing requirements end date.

ARTICLE 8 – COMPLETE AGREEMENT

Section 1.

Pursuant to their statutory obligations to bargain in good faith, the State 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 State and the Union resulting from these negotiations.

Section 2.

The Parties recognize the full right of the State 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 State 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 243.698 or ORS 243.702.

ARTICLE 9 – 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 Parties encourage, whenever possible, an informal resolution approach 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 and state the name(s) of the grievant or grievants: the specific Article(s) alleged to have been violated: a clear explanation of the alleged violation: the requested remedy; and if available the Provider's first and last name and Provider Number.

Step 1 Grievance

- a) Grievances shall be submitted in writing or in e-mail form to the Agency Program Manager or designee.
- b) A Union representative, who may be accompanied by the grievant, shall meet with the Agency Program Manager or designee within thirty (30) calendar days following the Agency's receipt of the grievance. The meeting may be in person or via teleconference. Failure to meet shall not impact the merits of the grievance or its further processing. The Agency Program Manager or designee shall respond to the grievance by e-mail no later than fifteen (15) calendar days following the Step 1 meeting or thirty (30) calendar days after the grievance was filed, whichever is sooner. Such response shall state specifically the basis for the Agency Program Manager's granting or denial of the grievance.

- c) If the grievance is not resolved at Step 1, the Union may appeal the grievance to arbitration by written or e-mail notice to the Agency Program Manager or designee within forty-five (45) calendar days of the denial of the grievance by the Agency Program Manager. Failure by the Agency Program Manager to issue a written disposition of the grievance at Step 1 will permit the Union to invoke arbitration within forty-five (45) calendar days after the Step 1 response was due under the terms of this Article.

Step 2 Arbitration

The Parties shall meet within thirty (30) calendar days from the date of a tentative settlement being reached on this Agreement to establish a list of five (5) arbitrators. The State and the Union shall each designate a representative to reach mutual agreement to establish a list of five (5) arbitrators within thirty (30) calendar days from the date of this package proposal being tentatively agreed to. The Parties will meet to attempt mutual agreement of five (5) arbitrators. If the Parties are unable to reach mutual agreement, then the Parties will strike from the Employment Relations Board (ERB) list of arbitrators, in succession, until five (5) names remain. The five (5) remaining names shall comprise the panel of arbitrators. Within five (5) calendar days of the Union's appeal of a grievance to arbitration, designated representatives of the Parties shall confer to designate an Arbitrator to hear the grievances. Arbitrators will be selected from the following list on a rotating basis:

1. Sylvia Skratek
2. Kathryn Whalen
3. Howell Lankford
4. James Lundberg
5. Timothy Williams

Arbitrator List Modifications.

The Parties may elect, during periods when the Agreement is open, to modify the list of arbitrators through elimination, addition or replacement. Any such change shall be by mutual agreement, in writing.

Arbitration Scheduling.

The Parties shall mutually select dates, provided by the arbitrator for arbitration, in a prompt fashion.

Opinion and Award Timelines.

Arbitrators will endeavor to issue a written opinion and award in the grievance within thirty (30) calendar days of the submission of briefs in the case or upon closing of the record if no briefs are filed.

Authority of the Arbitrator.

The Arbitrator 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 findings of the Arbitrator shall be final and binding on the Parties. Arbitrations will be handled in accordance with the rules of the American Arbitration Association.

Arbitration Costs.

The costs of arbitration shall be borne equally by the Parties. Each party shall bear the cost of its own presentation, including preparation and post-hearing briefs, if any.

Other Complaints, Charges or Claims.

Nothing in this Article or Agreement restricts the right of either Party to file complaints, charges, claims or the like with the Employment Relations Board or any other State or Federal entity.

Optional Mediation.

At any point after a grievance is filed, either Party may request that the matter be submitted to mediation under the rules and procedures of the Employment Relations Board and the Public Employees Collective Bargaining Act (PECBA). Any such submission must be by mutual agreement, in writing. Costs of any agreed to mediation shall be equally shared by the Parties. The conduct of mediation shall not affect the timelines and steps of the grievance process and any change in the timelines and procedures during mediation shall occur only upon mutual agreement, in writing.

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 DHS, or designee, and the Union.

If DHS 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.

State Not Responsible For Grievance Time.

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

REV: 2017

ARTICLE 10 – NO DISCRIMINATION

The Union and the Agencies agree not to engage in unlawful discrimination against any providers because of race, color, religion, gender, sexual orientation, national origin, disability, marital status, age, or because of political or personal reasons or affiliations or union affiliations or union membership status. Written claims of discrimination against the Agencies may be submitted to the specific Agency's Director or designee within thirty (30) days of the date of the alleged claim to respond with final resolve through the BOLI or EEOC, as appropriate.

ARTICLE 11 – DUES AND VOLUNTARY DEDUCTIONS

Section 1.

DHS agrees to deduct the monthly membership dues, monthly special assessment, plus any additional voluntary deductions including, but not limited to, political contributions and Union benefits such as life and legal insurance, from the subsidy payments(s) of those Providers who authorize such deductions in writing or by electronic or recorded telephonic message means.

The amount to be deducted shall be certified to DHS by Union, and the aggregate deductions shall be deducted no less frequently than monthly. DHS will provide an itemized statement including all information outlined in Article 6, Rules, Notices, and Lists of Provider Information which will be sent to Union headquarters. Such statement shall indicate any Providers whose status has changed.

The State agrees, when system changes can be effectuated, to process Union dues and other deductions as specified by the Union on a weekly basis or when the Union provides an updated dues deduction electronic file for the Child Care Provider's next payment issued immediately following notification from the Union for the State to make such deductions.

Section 2.

If there should be a break in providing child care subsidized by DHS by a provider, DHS shall use prior written authorization to reinstate all deductions and maintain Union status.

Section 3.

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

Section 4.

Dues deduction authorizations submitted in writing, electronically or recorded telephonic message that contain the following provision will cease only upon compliance by the Provider with the stated conditions as follow:

This authorization is irrevocable for a period of one (1) year from the date of execution and from year to year thereafter unless not less than thirty (30) and not more than forty-five (45) days prior to the end of any annual period or the termination of the contract between the State and the Union, whichever occurs first, I notify the Union and the State in writing, with my valid signature, of my desire to revoke this authorization.

ARTICLE 12 – RATE STRUCTURE

Effective October 1, 2017, Provider rates shall be increased to rates outlined below.

Utilizing available one-time funds up to two hundred fifty thousand (\$250,000) dollars, the State shall develop training courses and provide scholarships to meet the needs of child care providers statewide. The State may develop the courses related to the following subject matters as recommended by the Union: introduction into the circle of security; nurturing attachments; safe sleep practices for infants; childcare health, safety and hygiene; children's mental health; nutrition and special dietary needs; business aspects of child care; best practices for discipline and dealing with behavioral issues; working with children with special needs; communicating with parents; and, enhancing early communication utilizing American Sign Language. The State will pay up to three hundred (\$300) dollars for credit classes, non-college credit community trainings, workshops, seminars and conferences. Providers must prove they have attended the course by providing receipts and an unofficial transcript showing successful completion of the credit(s) with a grade of C or better or the instructor's signature on request form.

The State shall allocate one hundred thousand (\$100,000) dollars of the available two hundred fifty thousand (\$250,000) dollars towards the reimbursement of Bargaining Unit members training costs. The one hundred thousand (\$100,000) dollars shall be allocated in twelve thousand five hundred (\$12,500) dollar increments quarterly for reimbursement of Union members' as defined in Article 5, on a first come first served basis. Once the funds are exhausted in a quarter, the State will not be obligated to reimburse Union members' training costs for the remainder of the quarter. Unused quarterly allotment funding shall rollover to the next quarter, until the end of the contract period, when any unused funds shall be recouped by the State.

The two hundred fifty thousand (\$250,000) dollars shall be in addition to available funds referenced in Article 5.

**New Rates 5% increase
Effective January 1, 2019**

Region A			
FAM			
	Hourly		Monthly
Infant / Special Needs	3.52		651
Toddler	3.47		625
Preschool	3.47		586
School	3.47		586
QFM			
	Hourly	Part-time	Monthly
Infant / Special Needs	3.78	512	683
Toddler	3.57	492	656
Preschool	3.57	465	620
School	3.51	450	600
Region B			
FAM			
	Hourly		Monthly
Infant / Special Needs	3.05		520
Toddler	3.05		499
Preschool	2.89		494
School	2.89		480
QFM			
	Hourly	Part-time	Monthly
Infant / Special Needs	3.20	420	560
Toddler	3.20	400	533
Preschool	3.20	400	533
School	3.20	375	500
Region C			
FAM			
	Hourly		Monthly
Infant / Special Needs	3.05		520
Toddler	3.05		499
Preschool	2.89		494
School	2.89		480
QFM			
	Hourly	Part-time	Monthly
Infant / Special Needs	3.20	420	560
Toddler	3.20	400	533
Preschool	3.20	400	533
School	3.20	375	500

ARTICLE 13 – ISSUES

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.

ARTICLE 14 – SAFETY AND QUALITY ENHANCEMENT

The State will offer technical and financial assistance to Listed Providers to help Providers meet DHS health and safety requirements (a Listed Provider is defined as a Provider that has completed the listing process by passing a background check, finger print check and meets the health and safety standards).

- A. **Technical Assistance.** Listed Providers, upon request, will receive technical assistance from the Child Care Resource and Referral network (CCR&R) to comply with DHS health and safety requirements. The local CCR&R that provides assistance may refer the Listed Provider to other community service resources, when appropriate.

- B. **Financial Assistance.** Listed Providers, upon request, and within the available funding, will receive reimbursement to comply with DHS health and safety requirements. The reimbursement will be available for the cost of equipment, or facility repairs. The reimbursement shall not exceed two hundred and fifty dollars (\$250.00) per year for a single Listed Provider unless authorized in advance by the DHS Child Care Program Manager or designee. Once a Provider has completed the listing process they will be able to request reimbursement for costs incurred during the previous three (3) months. The form used to request financial assistance will be available on-line and will be distributed to Providers at orientations. The DHS listing form will include information about how to apply for reimbursement from this fund.

- C. **Water Testing.** Within the availability of funds, the State will reimburse Listed Providers for the cost of water testing.

REV: 2017,2019

ARTICLE 15 – PROVIDER REQUIREMENTS

Provider requirements are established in statute and Agency rules. Should there be a change in Agency rules, the Agency shall provide notice to the Union pursuant to statutory notice requirements. The Agency, upon request of the Union, will meet with the Union to discuss the proposed rule change. In addition, the Agency will work with the Union to collaborate on communicating changes in rules to the bargaining unit.

Nothing in this Article shall prevent the Union from requesting that the State bargain over the impact of the final rules affecting employment relations as defined in ORS 243.650(7)(a).

**LETTER OF AGREEMENT – PROCESS FOR FFN ORIENTATIONS AND ENHANCED
RATE TRAINING DOCUMENT (PROCESS DOCUMENT)**

The Agencies, Union, Child Care Resource and Referral Network and other stakeholders collaboratively created the “Process for FFN Orientations and Enhanced Rate Trainings” for guidance in administering orientation and enhanced rate training. The Agencies agree to meet and confer with the Union prior to implementation of changes to the “Process for FFN Orientations and Enhanced Rate Trainings.” In addition, the Agencies agree to discuss questions or issues related to the application of the Process Document with the Union.

LETTER OF AGREEMENT – RATE INCREASES NEGOTIATIONS

This Letter of Agreement (LOA) is entered into between the Department of Administrative Services (DAS) on behalf of the Department of Human Services (DHS), the Department of Education (ODE), and the Early Learning Division, (the “Agencies”) and SEIU Local 503 (the “Union”) and collectively (the “Parties”).

Purpose

The Purpose of this Agreement is to outline an agreement and process between the Parties to commence negotiations regarding rate increases for SEIU represented child care providers.

Agreement

The Parties agree to the following:

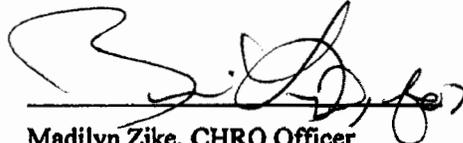
1. To enter into negotiations to bargain a Letter of Agreement regarding rate increases for SEIU represented Providers utilizing newly authorized monies from the December 2019 Legislative Emergency Board. The agreed upon LOA shall be incorporated into the Successor Agreement.
2. These interim negotiations shall only apply to Provider Rates Increases. This Agreement will not limit the Union’s ability to bargain over other economic issues, including but not limited to training and safety funds, and all other non-economic issues, during regular successor bargaining in 2019.
3. To commence bargaining for non-rate related issues per the timeline outlined in Article 3 Section 3 of the Collective Bargaining Agreement.
4. For the purposes of these rate negotiations, the total pot of money allocated for SEIU represented Providers shall be one million nine hundred fifty-one thousand six hundred fourteen dollars (\$1,951,614) for the period from January 1, 2019 through September 30, 2020, at least eight-hundred thirty-six thousand four hundred and four dollars (\$836,404) of which shall be spent by September 30, 2019.
5. If the Legislative Emergency Board does not allocate the child care monies outlined above, this LOA and all related negotiations shall become null and void. Should this happen, the Parties agree to negotiate rates as part of the successor bargaining commencing in March of 2019.

Signed 19TH day of MARCH 2020 in Salem, Oregon.

FOR THE STATE OF OREGON



Katy Coba, Director
Department of Administrative Services



Madilyn Zike, CHRO Officer
Chief Human Resource Office
Department of Administrative Services

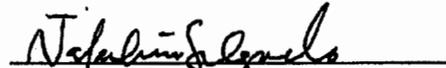


Jose C Espinoza, State Labor
Relations Manager
DAS, Labor Relations Unit

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



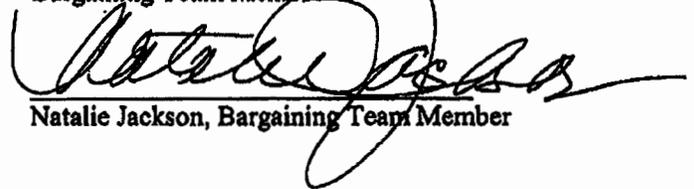
Melissa Unger, Executive Director
SEIU Local 503, OPEU



Jakeline Salgado, Chief Spokesperson
Bargaining Team Member



Jennifer Schmidt, Bargaining Team Member



Natalie Jackson, Bargaining Team Member



Pamala Harris, Bargaining Team Member

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

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

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