

2015-2019

Collective Bargaining Agreement



Between
The Department of
Administrative Services,
on Behalf of the State of
Oregon and the Oregon
Home Care Commission

And



Service Employees
International Union
Local 503, Oregon Public
Employees Union

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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 made and entered into at Salem, Oregon, pursuant to the provisions of the Oregon Revised Statutes, by and between the State of Oregon, through the Department of Administrative Services (DAS), and the Oregon Home Care Commission (OHCC), hereinafter referred to as the EMPLOYER, hereinafter collectively referred to as the STATE and the Service Employees International Union (SEIU) Local 503, OPEU, hereinafter referred to as the UNION and jointly hereinafter referred to as the PARTIES.

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

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 of this Article.

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. Effective Date.

This Agreement shall become effective on July 1, 2015 or such later date as it receives full acceptance by the Parties, and expires June 30, 2019, 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) week of March 2019, 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 end 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 30th of 2019 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 on or before June 30, 2019, 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 2017 for negotiations on [Article 14 – Service Payment](#); including [Article 14.1 – Service Payment for Homecare Workers](#) and [Article 14.2 – Service Payments for Personal Support Workers](#); and up to three (3) additional Articles by each Party, which can be designated by either or both Parties. Opening one (1) Article, includes the point one (.1) and point two (.2) of that given Article, if applicable, and shall only count as one (1) additional Article opened for the purposes of negotiations. No other Articles may be opened for negotiations at that time unless mutually agreed to, in writing, by the Parties. Any Article or Section of Articles shall be opened as outlined in the Sections above. Such negotiations shall commence during the first (1st) week of March 2017, unless otherwise agreed to, in writing, by the Parties and, thereafter, the time lines and procedures set out in Section 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.

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.

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. Homecare and Personal Support Worker New Member Orientation.

When an online orientation, in-person orientation, eXPRS orientation, APD onboarding session, or HCW/PSW recruitment event orientation is scheduled for representable HCWs/PSWs, 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 5. 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 6. 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 7. 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 8. List and Information.

By the fifteenth (15th) calendar day of each month, the Union shall receive a list of all current HCWs' and PSW's (except PSW ICPs as outlined in Section 14 of this Article).

The list shall contain the following data:

1. Name
2. Address
3. Telephone number
4. Email address (if available)
5. Program name and code
6. Provider specialty code (e.g. Enhanced HCW or Enhanced PSW)
7. Base hourly pay rate
8. Language preference (if available) language
9. Social security number or unique identification number
10. Date of Birth (DOB)
11. Provider number

12. Hours worked
13. Gross pay
14. Union dues and other deductions for the previous month's activity
15. Gender (if collected).

The list will be provided in an agreed-upon format and transmitted electronically.

Section 9. New Provider List Information.

DHS agrees to provide the Union a list of all new HCW and PSWs each business day, on the day the HCW/PSW provider number is activated. This list will contain HCWs' and PSW's name, address, telephone number, e-mail address (if available), date of birth, program name and code, Social Security Number or unique identification number and provider number.

This list shall be provided in an agreed-upon format and in an agreed-upon electronic transmission process.

Section 10. Dues Deduction.

- a) Upon written, electronic or recorded telephonic message authorization 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). All written applications for Union membership and authorizations for dues and/or other deductions, which the Employer receives, shall be promptly forwarded to the Union. The Union shall provide to the Employer an electronic file listing all HCW/PSWs who have authorized dues and/or other deductions. The Union will maintain the written, electronic or recorded telephonic message authorization records and will provide copies to the Employer upon request.

- b) Dues deduction authorizations submitted in writing, electronically or by recorded telephonic message that contain the following provision will cease only upon compliance by the HCW/PSW with the state 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 of the termination of the contract between my Employer and the Union, whichever occurs first, I notify the Union and my Employer in writing, with my valid signature of my desire to revoke this authorization.

- 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 11. Associated Costs.

The Union agrees to pay reasonable costs associated with dues deduction administration and/or system changes to accommodate dues deductions.

Section 12. 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 (10th) 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 13. 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 14. 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.

Participants in the Independent Choices Program shall not be subject to this Article 7, Section 6 through 13.

Section 15. Paycheck Remittance Advice.

DHS agrees to ensure the Union is provided the opportunity to relay written information four (4) times per year statewide on the remittance advice.

ARTICLE 8 – PAYROLL/VOUCHER SYSTEMS

This Article shall apply to all Homecare Workers (HCWs) and Personal Support Workers (PSWs) paid by voucher, paper timesheets or electronic time capture system(s).

Section 1. Properly Completed Voucher or Timesheet.

- a) A properly completed timesheet or properly authorized and completed voucher must be submitted for payment. The timesheet or voucher must be submitted electronically through the designated electronic time capture system (ETCS), except as specified in Section 3 below, or if an ETCS is not available by mail, fax or in-person at the appropriate office. A properly completed payable claim is one that:
1. Has been completed in ink and paper on the approved form or through the electronic time capture system to DHS/OHA, through fax, mail or in person;
 2. Has been signed by the Consumer/Employer/Employer Representative and the HCW/PSW;
 3. Has accurate hours and does not exceed the authorized hours;
 4. Accurately and legibly documents the number of hours worked including time in and time out service type(if required), and progress notes if required in Oregon Administrative Rules;
 5. 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; and
 6. Includes other documents as required by DHS or OHA to meet Medicaid requirements and conform to applicable OARs. HCW/PSWs shall be given at least sixty (60) days notice of any newly required documentations.

If information is needed for audits, hearing or other administrative requirement on an ad hoc basis, shorter time periods may apply.

- b) Any required progress notes shall be completed during authorized hours on work time according to DHS/OHA policy. If a Worker has not completed progress notes according to DHS/OHA policy, technical assistance shall be offered by the Local Service Delivery Office before the next timesheet submission.
- c) No payment will be paid for hours without prior authorization. Prior authorization is defined in [Article 14 – Service Payments](#).
 - 1. In the case of an emergency or urgent situation that occurs after local office hours, that endangers the safety or health of the Consumer, the HCW/PSW must notify the case manager or service plan coordinator within two (2) business days to receive authorization of the work. A HCW/PSW who works urgent/emergency hours at the end of a pay period, and provides timely notice to the Case Manager, shall have their prior authorized worked hours paid per the pay schedule and additional hours as soon as possible, but no later than the next pay period.

Section 2. Voucher Submission Timelines.

The HCW/PSW paid via paper vouchers 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. The HCW/PSW will be paid for hours prior authorized and worked as long as the voucher is submitted within one year from the first (1st) date of service on the voucher.

Section 3. For PSWs Paid Through a Fiscal Intermediary

PSWs must enter their time directly into the electronic time capture system.

Exception to use of electronic time capture for HCWs/PSWs:

The Local Service Delivery Office shall grant exceptions to the requirement of electronic time capture for HCWs/PSWs under the following circumstances:

- a) The HCW/PSW can demonstrate an on-going hardship in accessing internet service.

- b) The electronic time capture system experiences technical issues during the submission period that prevent entry in all of the three (3) days allowed for entry.
- c) If a newly hired PSW has completed and submitted an eXPRS log in enrollment form and has not received their log in and password information by the first (1st) payroll time period, they may submit a paper timesheet.
- d) English is not the primary language of the worker and/or Consumer/Employer and this presents a barrier to their utilizing the electronic time capture system.

HCWs/PSWs may request a one-time exception during the course of each calendar year due to temporary limited access to the internet.

Section 4. Voucher Payment Processing Timelines.

Vouchers and timesheets for HCWs/PSWs shall be processed and paid based on the payment timeframes below.

- a) For PSWs paid via a Fiscal Intermediary: If a Submission Deadline falls on an Oregon or Federal Holiday the date will be moved to the next business day. If a Pay Processing Date falls on an Oregon or Federal Holiday, or on a collectively bargained office closure, the date will be moved to the next business day: Pay Periods are from the first (1st) through the fifteenth (15th) and from the sixteenth (16th) through the last day of the month. PSWs will have three (3) business days to submit their completed timesheets to the Local Service Delivery Office.

If an electronic time entry system is available, and the worker submits a paper timesheet, the worker will have two (2) business days to submit their timesheet. PSWs may submit a timesheet prior to the end of the pay period, so long as they have completed all work shifts for the applicable Consumer. The Pay Processing Date shall be eight (8) business days after the PSW Submission deadline. Paper paychecks will be issued and mailed no later than eight (8) business days after the PSW submission deadline. Direct deposits will be sent to the PSWs bank on the Pay Processing Date.

- b) For HCWs/PSWs paid via the State CEP Payment System: Beginning October 1, 2017, timesheets/vouchers shall be processed and paid based on a fourteen (14) day pay period. Completed timesheets/vouchers must be submitted to the local offices no later than close of business on the Wednesday following the end of the two (2) week cycle. Workers may submit a timesheet prior to the end of the pay period, so long as they have completed all work shifts for the applicable Consumer. The Pay Processing Date shall be eight (8) business days after the HCW Submission Deadline. Paper paychecks will be issued and mailed no later than eight (8) business days after the HCW submission deadline. Direct deposit will be sent to the HCWs financial institution on the Pay Processing Date. However, the financial institution's policies on availability of funds will apply and are outside the scope of this Agreement. If a Pay Processing Date falls on an Oregon or Federal Holiday, or on a collectively bargained office closure, the date will be moved to the next business day.
- c) APD shall authorize daily out-of-cycle payments during the first two (2) pay periods following the transition to the above fourteen (14) day pay cycle. Out-of-cycle payments will start October 31, 2017. Biweekly out-of-cycle payments will be issued during the third (3rd) and fourth (4th) pay cycles following the transition. Payments will be for the appropriate prior service periods and will not include payments for current pay periods.
- d) If a Local Service Delivery Office is unexpectedly closed during any of these three (3) business days, the submission deadline for Workers shall be extended proportionally. Pay processing dates may have to be extended proportionally as well. The State shall immediately notify the Union, and post on the OHCC Facebook page, if the Pay Processing Date will be delayed.

DHS/OHA and OHCC will post a submission and payment schedule on public websites.

If a worker misses a Submission Deadline, they will be paid on the next available Pay Date.

- e) The Local Service Delivery Office will immediately notify a Worker, via the contact information available, within twenty-four (24) hours of processing a timesheet/voucher if there is a problem with how the Worker is reporting their hours. The Worker shall be given an opportunity to correct the error prior to the payroll file being sent for processing. Based on the Worker's response to the notification, DHS/OHA will make every effort to ensure that payment for corrected vouchers/timesheets are paid on the current pay processing date. For Workers that submit a corrected timesheet/voucher to their Local Service Delivery Office, DHS/OHA will send a courtesy email if DHS/OHA was unable to process the submitted correction for the current pay processing date.

Local Office staff shall directly fix any issues with a Worker's timesheet that they are able to per DHS policy. Within thirty (30) days of ratification of this Agreement, the State shall provide the Union with a copy of the applicable DHS policies.

Section 5. Timely and Accurate Pay.

- a) Workers shall be entitled to receive timely and accurate payment for services authorized and rendered. The State shall be responsible for any demonstrable costs incurred by a Worker for any late payments where the Worker properly and timely submitted their voucher/timesheet. The Union reserves the right to file grievances regarding late payment situations regardless of the State's compliance with the process outlined below in this Section.

- b) An out-of-cycle payment shall be issued within twenty-four (24) hours of a late payment being identified and verified, where the Homecare Worker properly and timely submitted their voucher/timesheet. For PSWs paid through a FI, DHS will submit a request for payment to PPL within twenty-four (24) hours of verifying the error. Within four (4) business days of the request for payment, PPL will process

and issue an out-of-cycle payment to the Provider. Upon ratification of the Collective Bargaining Agreement, DHS will negotiate this change with PPL. This negotiation process could take up to one hundred five (105) days to complete. At that time, this change will be implemented. Upon notification of a potential late payment, ODDS/APD/OHA shall immediately begin the verification process.

Section 6. Payroll Transition for HCWs/PSWs

Prior to any new payroll or time capture system being implemented that impacts worker pay, DHS/OHA shall:

- a) Notify all affected HCWs/PSWs at least ninety (90) days in advance of any new time entry requirements. The notification shall be available in at least English, Russian, Spanish, Vietnamese, Chinese, Arabic and Somali;
- b) DHS/OHA shall issue a written notice to Workers if they are no longer authorized to work for a particular Consumer/Employer due to any missing paperwork on the Consumer/Employer side;
- c) Provide online and in-person training for affected HCWs/PSWs at least ninety (90) days in advance of implementation. Training will be available in at least the following languages: English, Russian, Spanish, Vietnamese and Chinese. Translated training modules will also be available in Arabic and Somali. DHS/OHA will continue to consult with SEIU on the development of a payroll transition plan;
- d) Shall authorize daily out-of-cycle payments during the first (1st) two (2) pay periods of any payroll transition for all affected HCWs/PSWs. Biweekly out-of-cycle payments shall be issued for the next two (2) pay periods;
- e) Share any notifications related to the system change with the Union prior to sending to any affected HCWs/PSWs and,

- f) Allow Local Service Delivery Offices to print and distribute copies of the paperwork Workers are required to complete.

Section 7. Voucher Issuance Timelines.

Vouchers for HCWs shall be issued at least three (3) business days prior to the start of the pay period. 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 HCW Relief Worker shall receive their voucher prior to beginning services, but no later than seven (7) days from the date relief services began.

Workers paid through a Fiscal Intermediary may not work for a new Consumer/Employer until all required FI paperwork is completed by both the Worker and the Consumer/Employer.

Section 8. Direct Deposit Options.

HCWs/PSWs will have the option of direct deposit to a bank or credit union account of their voucher or timesheet payment. The payment system does not include direct deposit of HCWs/PSWs training stipends if any. HCWs/PSWs requests to begin or stop direct deposit must be submitted on the designated form to the DHS/OHA designated person. HCWs/PSWs are encouraged to use direct deposit or any debit card option if offered.

Section 9. Termination of Employment.

HCWs/PSWs shall submit to the Local Service Delivery Office, in writing, a notification stating the last day they will be providing, or provided, services for all Consumers and that they do not intend to work with additional Consumers in the future. On the last day that services were provided or upon receipt of the written notice, whichever is later, DHS/OHA shall process the last payment owed to the Worker on the next regularly scheduled payment after the submission of a valid timesheet and/or voucher.

Section 10. Voucher Date Stamp Process.

Vouchers (original and copy) submitted to an APD/AAA office during regular business hours shall be date stamped at the request of the HCWs/PSWs when they are received by the OHA/DHS/APD/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.

This Article does not apply to PSW-ICPs.

Section 11. HCW/PSW Credentials

No payment will be paid if the HCWs/PSWs provider number credentials have expired, except as outlined below. Credentials are maintained by timely and accurately submitting all paperwork, and completing any additional steps necessary for processing the renewal paperwork required to be a Medicaid provider, including but not limited to the PEAA, criminal background check, and fingerprints, if required. Providers that are both a HCW and PSW are required to maintain separate credentials for each provider type and program (APD/DD/OHA).

HCWs/PSWs are responsible to maintain current credentials and to renew their credentials prior to expiration. HCWs/PSWs can find their Credential Expiration Date(s) in the following places:

- 1) Effective no later than October 1, 2017, HCWs/PSWs paid via the State CEP system will be able to view their Credential Expiration Dates on each payment remittance advice.
- 2) Effective September 1, 2017, PSWs paid via a Fiscal Intermediary will have their Credential Expiration Date displayed at the point they log in to the eXPRS.
- 3) HCWs/PSWs shall be provided a reminder of credential expiration at approximately one hundred twenty (120) and at approximately ninety (90) days prior to the expiration of their credentials. For the purposes of this Section approximately is defined as within five (5) business days.

- 4) Credential Expiration Dates will also be accessible to HCWs/PSWs on the OHCC Registry.

In any action in which a HCW/PSW seeks to recover pay for work the State alleges is unauthorized due to expired credentials, there shall be a rebuttable presumption that a Worker received notice of their Credential Expiration Dates.

HCWs/PSWs are responsible to keep their physical address, mailing address, phone number and email address (if available) up-to-date with appropriate DHS or OHA provider enrollment units, and for HCWs the Local APD/AAA office and the OHCC Registry. HCWs/PSWs must submit all required credential paperwork at least seventy (70) days prior to their Credential Expiration Date. All paperwork must be submitted to the Local Service Delivery Office. In order to ensure timely processing, Workers must comply with all requests for additional information in accordance with the timeline sent in the notice. For HCWs and OHA PSWs, DHS/OHA shall send Workers a courtesy notice once all of their credential paperwork has been successfully processed and their Credential Expiration Date has been adjusted accordingly. HCWs/PSWs can log in to the OHCC Registry, review their RA statement or review the eXPRS system to check if their Credential Expiration Date has been successfully renewed.

A Worker who submits their credentials at least seventy (70) days in advance may continue to be paid for all hours worked beyond their Credential Expiration Date, if approved by Central Office.

Failure to submit all credential renewal paperwork at least seventy (70) days prior to the credential end date may result in the inactivation of the worker's provider number if the paperwork is not processed by the Credential Expiration Date.

A HCW/PSW with an inactivated/terminated provider number must not work and will not be paid, except as outlined above. HCWs/PSWs that work with an inactive provider number may face disciplinary action, up to and including termination of their provider number.

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 (Registry)

Section 1. Inclusion in the Registry

All providers referenced in Article 2, Section 2(a) and (b) will be included in the Registry.

Section 2. Definitions.

- a) **Active/Approved to Work** – Homecare Workers (HCWs) and Personal Support Workers (PSWs) with this status may be referred on the Registry.

- 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** - The Registry is an online matching Registry for 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 the Registry 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, and 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 Registry, a HCW/PSW must:

- a) Provide electronic authorization by checking “Yes” in the Online Referral section on the Availability page in the Registry.
- b) Have an Active Provider number in one of the State Provider Database Systems.
- c) Have verification of the date of Orientation.
- d) Meet the following annual Continuing Education (CE) requirements
 1. HCWs/PSWs must take four (4) OHCC sponsored training classes per year. HCWs/PSWs must take at least one (1) Worker Safety training every two (2) years.
 2. 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. Online Referral Authorization

- a) HCWs/PSWs who electronically authorize the release of their contact information on the Registry must check “Yes” in the Online Referral section on the availability page.
- b) HCWs/PSWs who electronically authorize the release of their contact information on the Registry to Private Pay consumers must check “Yes” in the Private Pay Referral section on the Availability Page.

- c) To revoke an electronic authorization the HCW/PSW must change their response in the Online Referral and Private Pay Referral section on the Availability page to “No”.

Section 5. Seeking Employment.

HCWs/PSWs who are seeking work are responsible for updating their availability for referral every thirty (30) days in the Registry. HCWs/PSWs no longer seeking employment can change their availability to work status in the Registry at any time.

Section 6. Registry 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 Individual Worker Summaries will then be provided upon request to the consumer for the Consumer/Employer to choose a worker. DHS/OHA will ensure Consumer/Employers are made aware of their option to request a list off the Registry. Professional Development Recognition and Enhanced/Exceptional Workers 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. Personal Information – Credential Information Quarterly Review.

Homecare and Personal Support Workers are encouraged to quarterly enter the Registry to review their Credential End and Credential Recheck Due dates in the Credential Information on the Worker’s Personal Information page. HCWs/PSWs shall be provided a one-hundred and twenty (120) and sixty (60) day reminder prior to the expiration of any of their credentials. For HCWs and PSWs paid through state systems, notices will begin ninety (90) days after ratification of this Agreement. For PSWs paid through fiscal intermediaries, notices will begin no later than three-hundred sixty-five (365) days after ratification of this Agreement. Until the notices specified above, are sent for PSWs paid through fiscal intermediaries, the OHCC shall send out a quarterly notice to providers who have any credentials expiring in the next three (3) months. HCWs/PSWs are responsible to keep their mailing address and email address (if

available) up-to-date with their local Service Delivery Field Office. Homecare and Personal Support Workers must take action to renew their credentials at least fifty-five (55) days before their Credential Recheck Due date. Failure to submit any credential renewal paperwork at least fifty-five (55) days prior to expiration may result in the inactivation of the worker's provider number if the paperwork is not processed by the renewal date. A HCW/PSW with a inactivated/terminated provider number is not eligible to receive Medicaid service payments.

Section 8. Unavailability for Referral in the Registry due to DHS/OHA Oregon Administrative Rule (OARs). 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 Registry:

- a) HCWs/PSWs who have not provided any paid services to any Consumer/Employer in the last twelve (12) months and whose 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 are 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 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 (OARs).

Section 9. Unavailability for Referral in the Registry due to a Violation of OHCC OAR.

A HCW/PSW will not be referred in the Registry and the Employer will change his/her Registry Process Status to "Removed by OHCC" when the facts support the Employer's claim of misconduct, poor performance or other violations of OHCC OARs.

An investigation shall be conducted prior to ending the HCW's/PSW's ability to be available for referral in the Registry; 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 Registry 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 10. Grievances Due to Unavailability for Referral in the Registry.

HCW/PSW's no longer available for referral in the Registry due to reasons other than described in Section 11-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 Registry 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 Registry.

Section 11. 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 Registry 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 Registry 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 Registry.

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. Group grievances are those in which a condition or group of conditions result from the same acts, omissions, applications, or interpretations alleged to be violations of the terms or conditions of this Collective Bargaining Agreement that affect two (2) or more members of the bargaining unit. Grievances may only be expanded in scope with the agreement of both Parties.

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. Information Requests.

Information requests concerning potential grievances or grievances shall be relevant to the grievance investigation. The Agency or Union will provide the information, to which the requesting party is lawfully entitled, in a timely manner. Reasonable costs shall be borne by the requesting party. The requesting party shall be notified of any costs before the information is compiled.

Section 4. Grievance Steps.

The Union shall initiate an information request to the OHCC Executive Director or Designee within thirty (30) calendar days of when they knew or should have known of a potential grievance. The information request shall include the following information for pay-related issues. For non-pay related issues, only the information relevant to that case will be required.

1. Provider's legal name and provider number
2. Initials of applicable Consumer-Employer and if a PSW, the name of the Employer of record (if known)

3. Whether the Grievant is a HCW or PSW. If a PSW, whether they work through AMH or ODDS
4. For PSW timesheet submission: a copy of the signed job description or service agreement showing start date and maximum number of hours authorized (if available).
5. Name of Consumer Employer's Case Manager/Personal Agent/Service Coordinator (if known)
6. Local Service Delivery Office.
7. For pay related issues:
 - a. The applicable pay period
 - b. Date the HCW/PSW submitted the voucher or timesheet
 - c. How the voucher or timesheet was submitted (in-person, fax, email, US mail)
 - d. Whether the worker receives direct deposit or a paper check (if relevant)
 - e. Copy of voucher or timesheet (if available)
 - f. Number of hours billed for
 - g. The applicable payment rate and the service(s) provided
 - h. If paid through eXPRS, date PSW contacted Technical Triage (if known or if they did).
 - i. Any other supporting documents and correspondence, including who the worker has attempted to talk to about the issue (if available)

Failure of the Union to provide any of the above information that is available to the Employer, shall not invalidate or delay the grievance process.

The Parties will have twenty-one (21) calendar days from the date of the Union's information request to mutually provide and exchange information related to the potential grievance. If at the end of this twenty-one (21) day period, the potential grievance is not resolved the Union will have nine (9) calendar days to submit a formal grievance under Step 1, below.

Step 1 - Grievance

- a. Grievances shall be filed in writing with the Home Care Commission's Executive Director or designee by submission to the grievance email box/grievance email address designated by the Home Care Commission. Grievances shall state the names 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 HCWs/PSWs first and last name, Provider Number (if available), Branch/Office name and the Case Manager/Personal Agent/Service Coordinator name.

- b. A Union representative, who may be accompanied by the grievant, shall meet with the Home Care Commission Executive Director or designee within fourteen (14) calendar days following receipt of the grievance at this level. 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 Executive Director or designee shall respond to the grievance by e-mail no later than fourteen (14) calendar days following the Step 1 meeting or twenty-eight (28) calendar days after the grievance was filed, whichever is sooner. Such response shall state specifically the basis for the Director's granting or denial of the grievance. In the event the Executive director or designee fails to respond, the non-response shall be treated as a denial of the grievance.

Step 2.

If the grievance is not resolved at Step 1 b) above, the Union shall submit the grievance to the DHS Labor Relations Representative (LRR), within seven (7) calendar days, for further review. The Step 2 bump shall include the grievance and the 1st step denial (if any). The LRR shall respond to the grievance by e-mail no later than seven (7) calendar days of receipt of the grievance. Such response shall state specifically the basis for the LRR's granting or denial of the grievance. In the event the LRR fails to respond, the non-response shall be treated as a denial of the grievance.

Step 3.

If the grievance is not resolved at Step 2, the Union may appeal the grievance to arbitration by written or email notice to the Executive Director or designee and LRR, within forty-five calendar days of denial of the grievance by the LRR. Failure by the LRR to issue a written disposition of the grievance at Step 2 will permit the Union to invoke arbitration within forty-five (45) calendar days after the LRR response was due under the terms of this Article.

Section 5. Arbitration.

Within seven (7) 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 grievance. 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.

Section 6. Time Limits.

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 7. 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.

REV: 2017

ARTICLE 13 – WORKERS’ COMPENSATION

Section 1.

Workers’ Compensation insurance coverage is provided pursuant to ORS 656.039(5)(a)(b).

Section 2.

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.

Section 3.

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

ARTICLE 14 – SERVICE PAYMENTS

Section 1. Prior Authorization

- a) HCWs/PSWs may not be paid for hours that are not prior authorized. Prior authorization for APD is the SDS 4105, or the task list and voucher. Prior authorization for ODDS services is when the individual has an authorized Individual Support Plan (ISP), there is service level agreement describing the support to be provided that has been signed by the Consumer/common law Employer and PSW, and there is authorization for services in eXPRS Plan of Care. Prior authorization for OHA services is considered the voucher.

- b) In the case of an emergency or urgent situation that occurs after local office hours, the HCW/PSW must notify the case manager or service plan coordinator within two (2) business days.

Section 2. Valid Provider Numbers

- a) A Worker must receive and maintain a DHS/OHA provider number, as defined in Article 8, in order to be paid.

- b) Expectations for the State and the Worker are defined in Article 8.

- c) For HCWs/PSWs paid through state systems, notices will begin ninety (90) days after ratification of this Agreement. For PSWs paid through fiscal intermediaries, notices will begin no later than three-hundred sixty-five (365) days after ratification of this Agreement. Until the notices specified above are sent for PSWs paid through fiscal intermediaries, the OHCC shall send out a quarterly notice to Providers who have any credentials expiring in the next three (3) months.

Section 3. OHA/DHS Letter Explaining Late Payment.

If a HCW/s/PSW/s voucher is not processed timely pursuant to Article 8, Payroll/Voucher Systems, Section 4, upon request of the HCW/PSW, the local office will provide a letter noting when the voucher was authorized for payment and the payment amount. Provision of a letter to the HCW/PSW does not create any additional financial liability of the Employer, DHS or its designee for any reason.

Section 4. Training Certification Differential.

Workers who complete all PDC requirements, including passing competency requirements for the Oregon Home Care Commission (OHCC) Professional Development Certification (PDC) program with a current CPR/First Aid Certification shall receive a fifty cent (\$0.50) per hour differential. Workers that meet all requirements and submit a properly completed application to the OHCC shall receive the differential no later than the pay cycle following the OHCC/DHS Processing Period. For the purposes of this Section, the OHCC/DHS processing period will be no longer than forty-five (45) calendar days. The OHCC Professional Development Certification program shall be based on the core classes of Keeping It Professional, Working Together, and Helping Caregivers Fight Fraud & Abuse; and attending a minimum of five (5) hours of safety-skills training and a minimum of five (5) hours of other services & skills trainings. The OHCC may approve recommendations from the Training Committees or the Worker Classification Workgroup that will amend the PDC program certification requirements. When changes are made to the PDC program workers will be notified at least six (6) months in advance. The requirements of the PDC program may not exceed twenty-five (25) hours, excluding CPR/First Aid training hours. Workers must maintain a training no show rate of less than twenty percent (20%) and the CPR/First Aid certification must be from an accredited program with a demonstration of skills and be valid and not expired (or not to exceed twenty-four (24) months) and kept updated on the Registry. The Worker shall attempt to take training classes focused on the consumer(s) they are providing services for. The HCW/PSW must maintain their certification every two (2) years to continue receiving the differential rate. The Training Certification Differential cannot be compounded with Enhanced, Exceptional, VDQ, or Job Coaching differentials.

By April 1, 2018, the OHCC shall offer the PDC core classes online in English. By July 1, 2018, the OHCC shall offer at least five (5) hours of safety-skills training and at least five (5) hours of other training online, in English.

By April 1, 2018, OHCC shall offer the PDC core classes and safety-related courses in Spanish, Russian, Vietnamese, Somali and Arabic in in-person and web-based formats.

Any materials required for the PDC Certification, including but not limited to, the application and training competency assessments, shall be offered in online or written format in at least the following languages: Spanish, Russian, Vietnamese, Somali and Arabic.

Section 5. Training Differential Funding.

Subject to available funds, workers who complete the training differential requirement outlined above shall receive a fifty cent (\$0.50) per hour differential. Available funds dedicated by the Parties for the purposes of this Section shall be defined as no more than thirty percent (30%) of total bargaining unit workers receiving the fifty cent (\$0.50) per hour training differential. In the event more than thirty percent (30%) of total bargaining unit workers qualify for the fifty cent (\$0.50) per hour training differential, the Parties agree to meet and confer to keep the cost of the training differential within available funds. The Parties shall review any savings from case load growth projection from the bargaining pot and agree to use any unused funds to cover training differential costs that exceed the thirty percent (30%) of bargaining unit workers for available funds. Additionally, the Parties may mutually agree to divert other existing already allocated funds.

Section 6. Cost of Living Adjustment

Effective April 1, 2018, the hourly wages of all HCWs/PSWs, except the PSW daily respite relief rate, will be increased by fifteen (\$0.15) cents per hour. The wage rates outlined in the Rate Tables in 14.1 and 14.2 shall be adjusted to reflect the rate increase. Providers covered by Article 14.2 Section 1 shall also receive the fifteen (\$0.15) cent increase effective April 1, 2018. Effective April 1, 2018, the PSW daily respite relief rate shall be increased to twelve dollars and seventy five cents (\$12.75) per hour.

Section 7. Consumer Budgets

Nothing in this Agreement shall reduce the amount and scope of services and activities available to consumers.

Section 8. On-Call.

If an on-call program is implemented providers scheduled to be on-call shall be paid one (1) hour of her/his hourly wage for every four (4) hours of being on-call. Providers who are on-call and called into work shall be paid at least one (1) hour for each time reporting to work and shall be paid her/his hourly wage for hours worked in addition to on-call pay.

Section 9. Travel Time.

- a) Providers will be paid for travel time between consumers' homes or initial service related sites (e.g., pharmacy, grocery store) occurring on the same day. Travel time will be calculated based on the most direct route possible. For HCWs/PSWs using public transportation, the posted time between stops will be used to calculate and validate travel time. Travel time will be paid at base pay for HCWs/PSWs defined in 14.1 and 14.2 Rate Tables. Travel time pay is not subject to differentials.
- b) Travel time between consumers' homes/work sites may not exceed ten percent (10%) of the HCWs/PSWs authorized hours worked during each pay period. Exceptions to this rule may only be granted by DHS/OHA Central Office to meet consumer needs. HCWs/PSWs are responsible for ensuring that they do not exceed the maximum travel percentage. The details of this Section shall be included in any HCW/PSW New Employee Orientations.
- c) If the HCW/PSW attends to personal business, has significant breaks in time between providing services or returns home between service recipients, the HCW/PSW is not traveling directly between service recipients and will not be reimbursed for that travel time. Brief stops such as those for gas or using the restroom between service recipients will be considered traveling directly.
- d) Service related driving that occurs during the course of authorized service hours will continue to be paid at the HCWs/PSW's hourly rate of pay for that Consumer/Employer.
- e) All HCWs and PSWs using their own personal vehicle for authorized transportation must provide the Local Service Delivery Office with verification that their driver's license and

automobile insurance is up-to-date. Insurance verification must be provided a minimum of every six (6) months, or as frequently as the Worker renews their policy. For Homecare Workers and Personal Support Workers, this verification process will be implemented on a rolling basis at the time of the Consumer's next assessment.

Section 10. Stipend for Required Training

If a Worker is required to attend a training, by DHS/OHA, and based on the Consumer's care plan, including but not limited to the Oregon Intervention System (OIS) training, the Worker shall receive the OHCC training hourly stipend.

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:

RATES EFFECTIVE February 1, 2017	HOURLY	LIVE-IN	ENHANCED HOURLY	ENHANCED LIVE-IN
ADL/IADL Hours	\$14.50	State Minimum Wage	\$15.50	\$1.00 above State Minimum Wage

RATES EFFECTIVE April 1, 2018	HOURLY	ENHANCED HOURLY
ADL/IADL Hours	\$14.65	\$15.65

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. Twenty-eight (28) calendar days after the first (1st) voucher is paid following the consumer assessment, Workers will be notified if the assessment identifies the Consumer as qualifying for enhanced services and which training program they should complete to receive the higher applicable rate.

- b) If a new Assessment is performed and the consumer no longer qualifies for Enhanced Services, the Worker will continue to receive the applicable Enhanced Rate until the next voucher is issued. If a Consumer successfully appeals the determination, Workers will receive back pay for all hours the Enhanced Rate would have applied.
- c) The Enhanced Homecare Worker (EHCW) must be certified through the Home Care Commission (HCC) approved certified process/training program established in 2014 to be eligible for the enhanced hourly rate.

Section 3. VDQ Differential.

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

The Employer agrees to maintain the VDQ Differential as defined below 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. Relief Worker Wages.

Effective October 1, 2017, Relief Care will no longer be authorized for APD HCWs. Instead, hours will be covered by a Substitute Worker based on the Consumer's Assessment. Substitute Workers will be paid at their applicable hourly rate.

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ARTICLE 14.2 – SERVICE PAYMENTS OF PERSONAL SUPPORT WORKERS

Section 1. Wage Maintenance.

No Personal Support Worker (PSW) shall have any service payment rate reduced as a result of this Agreement or as a result of a change in their Consumer. PSWs shall maintain their wage rate irrespective of starting work with a new Consumer/Employer. 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:

Effective April 1, 2018	HOURLY PSW	ENHANCED PSW	EXCEPTIONAL PSW
All Prior Authorized ADL & IADL Hours Worked	\$14.65	\$15.65	\$17.65
Children's In-Home Intensive Services (CIIS)	\$16.99	N/A	N/A
Job Coaches	\$16.15	\$17.15	\$19.15

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 ANA/CNA.
- 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 established in 2014 for services as defined by the Department of Human Services (DHS).
- c) No later than twenty-eight (28) calendar days following the consumer assessment, Workers will be notified if the assessment identifies the consumer

as qualifying for enhanced services and which training program they should complete to receive the higher applicable rate.

- d) If a new Assessment is performed and the consumer no longer qualifies for Enhanced Services, the Worker will continue to receive the applicable Enhanced Rate for fourteen (14) days following the assessment. If a Consumer successfully appeals the determination, Workers will receive back pay for all hours the Enhanced Rate would have applied.

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 ANA/CNA, 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.
- c) No later than twenty-eight (28) calendar days following the consumer assessment, Workers will be notified if the assessment identifies the Consumer as qualifying for Exceptional services and which training program they should complete to receive the higher applicable rate.
- d) If a new Assessment is performed and the consumer no longer qualifies for Exceptional Services, the Worker will continue to receive the applicable Exceptional Rate for fourteen (14) days following the assessment. If a Consumer successfully appeals the determination, Workers will receive back pay for all hours the Exceptional Rate would have applied.

Section 5. CIIS Transition.

A Provider will continue to receive the CIIS rate from the rate schedule for the first (1st) year the Consumer transitions out of the CIIS program. The PSW will be notified at least one (1) year prior to the Consumer turning 18, of the applicable training they need to complete in order to qualify for any new rate for which the consumer may be eligible. The notification will include where the PSW can find information about upcoming trainings. In order to qualify for the ongoing APD or ODDS rates referenced above, the CIIS Provider must complete the applicable training within the year following the Consumer's transition. If the Provider does not complete the required training, their rate will default to the HCW/PSW Base Rate.

Section 6. Relief Worker Wages.

- a) Effective July 1, 2017, all relief care hours provided in a twenty-four (24) hour block will be paid at eleven dollars and twenty-five cents (\$11.25) per hour. Effective April 1, 2018, all relief care hours provided in a twenty-four (24) hour block will be paid at twelve dollars and seventy-five cents (\$12.75) per hour.
- b) A Relief Worker is defined as a PSW who provides substitute services. Relief care providers will be paid at least sixteen (16) hours per day and may receive up to an additional three (3) hours per twenty-four (24) hour period for direct care provided during the consumer's normal sleep schedule. Relief Providers may be paid for more than nineteen (19) hours a day only in emergency situations. Providers will be paid in fifteen (15) minute increments for services provided during the Consumer/Employer's normal sleep hours.
- c) The wage rate for Relief work will be confirmed when the local office is notified of the need for substitute services.

Section 7. ODDS Personal Support Worker (PSW) Providing Attendant Care (ADL/IADL) Supports and Services in an Employment Setting.

- a) A PSW may provide attendant care supports and services in the employment setting.
- b) A PSW only providing attendant care support in an employment setting will not be subject to the employment-specific training and certification requirements.

- c) A PSW primarily providing attendant care support in an employment settings as defined in the Individual Service Plan will receive the applicable ADL/IADL service payment rate.

Section 8. ODDS PSW – Employment Specialist (Job Coaching)

- a) PSW Employment Specialists receive payments for Job Coaching services as defined in OAR 411-345.
- b) The PSW Employment Specialist may provide limited ADL/IADL attendant care services incidental to the employment service.
- c) Only PSW Employment Specialists who meet all training requirements as outlined in OAR 411-345 and ODDS policy and procedure will receive the Employment Specialist service payment rate when providing job coaching.

Section 9. ODDS PSW – Employment Specialist – Training and Certifications.

- a) All new PSWs who receive payment for providing Job Coaching as Employment Specialists must complete a minimum of one ODDS approved employment training within ninety (90) days of enrolling to provide employment services.
- b) All PSWs who receive payment for providing Job Coaching must demonstrate the ODDS approved Core Competencies and Training Standards within one (1) year of employment as a Job Coach.

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**ARTICLE 15 – TRANSPORTATION MILEAGE REIMBURSEMENT FOR
HOMECARE WORKERS AND PERSONAL SUPPORT WORKERS**

Section 1. Transportation Mileage Rate.

Homecare and Personal Support 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. Prior Authorized Reimbursement.

All transportation must be prior authorized. 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.

Section 3. Homecare and Personal Support Worker Automobile Insurance.

All Homecare and Personal Support Workers using their own personal vehicle for authorized transportation mileage must have a current, valid driver's license and automobile insurance. Workers must report to their insurance carrier that they are using their personal vehicle for work activities. Prior to operating a Consumer/Employer's vehicle, a Worker should request proof that the Consumer/Employer's insurance will cover the Worker. The contents of Article 15, Section 3 shall be covered in New Employee Orientations. Current Workers will be notified of these requirements on a rolling basis at the time of their Consumer's next assessment.

Section 4. Preauthorized Public Transportation Reimbursement.

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

Section 5.

PSWs providing authorized travel for consumers will receive a per trip reimbursement, regardless of the number of Consumer/Employers in the vehicle.

For Independent Choices PSWs, the reimbursement is made through the Consumer/Employer.

Section 6. Driver's License/Insurance Verification.

All HCW's and PSWs using their own personal vehicle for authorized transportation must provide the Local Service Delivery Office with verification that their driver's license and automobile insurance is up-to-date. Insurance verification must be provided every six (6) months or as frequently as the Worker renews their policy. For Homecare Workers this verification process will be implemented on a rolling basis at the time of the Consumer's next assessment.

Homecare and Personal Support Workers providing authorized transportation services using the Consumer's vehicle must provide proof of a valid driver's license upon request.

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ARTICLE 16 - TIME-OFF REQUEST PROCESS

It is not the Homecare or Personal Support 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 by the Consumer/Employer, relief must be available if necessary and the appropriate Agency must be notified in order to authorize the Substitute Worker's hours. Sometimes the Consumer/Employer will require assistance from the Case Manager/Personal Agent/Service Coordinator in finding a suitable replacement provider.

**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.

Section 4 of this Article will sunset upon implementation of the New Worker 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 – SERVICE AGREEMENT OR CLIENT SERVICE PLAN OF
AUTHORIZED SERVICES FOR PERSONAL SUPPORT WORKERS**

Section 1. Service Agreement or Client Service Plan.

Each PSW will be provided a PSW-DD Service Agreement or a PSW-MH Client Service Plan prior to beginning of work. Either party, PSW or Consumer Employer (or representative), may request a change to the PSW-DD Service Agreement or PSW-MH Client Service Plan 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.

Section 4. Independent Choice Program.

Sections 1 through 3 of this Article do not apply to Independent Choices PSWs.

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 unless a higher percentage is chosen by the HCW/PSW. 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 service payment(s). HCWs/PSWs may choose to pay back their overpayment at an accelerated rate by requesting a higher percentage rate or making additional pay back payments.

Section 2. Medicaid Fraud Overpayments.

Substantiated Medicaid Fraud overpayments will be recouped at one hundred percent (100%) from the HCWs/PSWs service payment(s) until the overpayment is paid in full.

Section 3. 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

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 – OHCC TRAINING COMMITTEE

Section 1. Committee Membership

It is the Employer's intent to maintain the OHCC's Training Committee as an Advisory Committee to make recommendations to the Commission related to training. The Committee will also make recommendations regarding Personal Support Worker trainings to the Developmental Disability/Mental Health Committee (DD/MH-C). 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 OHCC Training Committee shall consist of the following members:

1. Four (4) representatives from the OHCC 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. Six (6) representatives from the Union/Homecare and Personal Support Workers.

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.

Section 2. Quarterly Budget Report and Information Sharing.

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

Section 3. Union Minority Report.

In the event that the Union disagrees with a recommendation from the Training Committee to the OHCC and/or to the DD/MH-C, the Union will be invited to submit a "minority report" for consideration by the Commission and/or the DD/MH-C.

Section 4. Committee Tasks:

- Prioritize training needs for Homecare and Personal Support Workers;
- Recommend training to improve Homecare and Personal Support Worker and

Consumer/Employer Safety;

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

Section 5. Committee Goals:

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

Section 6. Homecare and Personal Support Worker Attendance at Trainings.

Homecare and Personal Support Workers must have authorized and paid hours within three (3) calendar months prior to the month of a training or during the month the worker attends a training. Homecare and Personal Support Workers who meet these requirements will receive a stipend for actual hours in attendance at approved OHCC stipend trainings. Each online course will have a preset duration for the purpose of determining the stipend amount. Homecare and Personal Support Workers will only receive a stipend once a year per class taken, which includes online courses.

Section 7. Stipends.

Subject to approval by the OHCC the stipend payment will be at the base rate per hour for Homecare and Personal Support Workers.

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ARTICLE 22 – JOINT 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. Meeting Times.

Meetings shall be held at least quarterly, but no more than monthly, at a time that is convenient for both Parties.

Section 3. Meeting Agenda.

Parties must submit meeting agenda items to the Home Care Commission by noon (12:00 pm) one (1) week prior to the meeting.

Section 4. Meeting Cancellations.

The meeting will be cancelled if no agenda items are received or if the Parties mutually agree to cancel the meeting.

Section 5. Meeting Participants.

The Committee shall consist of the following members;

Five (5) representatives from the HCC or DHS/OHA

Five (5) representatives from the Union.

The Home Care Commission and DHS/OHA will make every effort to include additional staff as needed to address specific agenda topics. The Union may invite other participants as needed to address specific agenda topics.

**ARTICLE 23 – HOMECARE AND PERSONAL SUPPORT WORKER NEW WORKER
ORIENTATION, APD ONBOARDING SESSIONS, EXPRS ORIENTATION, AND
ONLINE ORIENTATIONS**

The New Worker Orientation process will be fully implemented on or before the end of this Agreement. The current New Homecare Worker Orientation process, including the twenty (20) minutes of Union time, will stay in effect until the APD Onboarding Session and Online New Worker Orientation is implemented. The eXPRS Orientations will begin October 1, 2015.

Section 1. New Worker Orientation Requirements.

All new Homecare and Personal Support Workers must complete a New Worker Orientation.

- a) Homecare and Personal Support Workers must complete the New Member Orientation within ninety (90) days of receiving a Provider number.

- b) If a Homecare or Personal Support Worker does not complete an orientation within ninety (90) days of receipt of their Provider number their Provider number will be inactivated and the worker will not be authorized or paid to work until their Provider number is reactivated.

Section 2. APD Local Onboarding Session

To complete the process to become a Homecare Worker an individual must attend an in-person Local Onboarding Session at the DHS/OHA Local Service Delivery System Office to complete employment documents and other related documentation required by DHS/OHA. When a Local Onboarding Session is held 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. New Worker Orientation Options.

The Oregon Home Care Commission will provide Online, Regional Quarterly In-Person Homecare and Personal Support Worker New Worker, and Recruitment Event Orientations.

Section 4. Regional Quarterly In-Person New Worker Orientation.

A Regional Quarterly In-Person New Worker Orientation will be held when ten (10) or more registrants are scheduled for the orientation.

Section 5. New Worker Orientation Registration

- a) Homecare and Personal Support Workers must register for online orientations through the Oregon Home Care Commission online training site.
- b) Homecare and Personal Support Workers must self-register for Regional Quarterly In-Person New Worker Orientations online through the Registry or if necessary, by calling the OHCC.

Section 6. Union Presentation – Regional Quarterly In-Person New Worker Orientation.

When the Oregon Home Care Commission holds a Regional Quarterly In-Person New Worker Orientation, 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 7. Union Representation – HCW/PSW Recruitment Event Orientation.

When the Oregon Home Care Commission holds a HCW/PSW Recruitment Event 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 8. Union Presentation – Online New Worker Orientation.

When the Oregon Home Care Commission develops a New Worker Orientation online, the Union will be allowed to provide the Oregon Home Care Commission 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 9. Union Electronic Media and Materials.

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

Section 10. New Worker Orientation Shared Information.

The Oregon Home Care Commission will provide the Union with a list of all orientation participants. The list will include the following:

- a) Date of the Orientation
- b) Participant first and last name
- c) Provider number (if available)
- d) Phone number
- e) Email address (if available)

Section 11. eXPRS Orientation.

New Personal Support Workers must attend an in-person eXPRS Orientation within ninety (90) days of receiving their Provider number. Existing Personal Support Workers must attend an in-person eXPRS Orientation within six (6) months of the ratification of this Agreement. Any PSW who previously attended an in-person eXPRS training will be exempted from this requirement. 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 24 – OVERTIME AND HOUR LIMITATIONS

Section 1. Work Week

The regular work week shall consist of a forty (40) hour work week. The work week shall be defined as 12:00 a.m. Sunday through 11:59 p.m. Saturday.

Section 2. Overtime

HCWs/PSWs shall be paid at a rate of time and a half (1 ½) of her/his hourly wage rate for all hours authorized and paid in excess of forty (40) hours per week. For workers with multiple hourly rates, overtime shall be paid at a rate of time and a half (1 ½) of their weighted hourly average wage.

Overtime payments will be processed no later than thirty-six (36) days after a HCW/PSW has properly submitted their voucher and/or timesheet.

Section 3. New Homecare and Personal Support Workers' Hours Limitation.

HCWs/PSWs newly authorized to work on or after June 1, 2016, shall have an hours limitation where hours worked shall not exceed forty (40) hours per week beginning September 1, 2016. Consumer/Employers may be granted exceptions to this hour's limitation for HCWs/PSWs by DHS/OHA, or designee, due to workforce shortages or to meet other service needs of the consumer. Irrespective of the above language, a HCW/PSW may not work more hours than they are authorized, except in emergency situations to meet the needs of the Consumer as outlined in Article 14, Section 1(b).

Section 4. Current Homecare and Personal Support Workers' Hours Limitation

HCWs/PSWs authorized to work before June 1, 2016, shall have an hours limitation as defined below. Consumer/Employers may be granted exceptions to the below hour's limitations for HCWs/PSWs by DHS/OHA, or designee. The Worker's average paid weekly hours in the months of March, April and May of 2016 shall be used to determine subsections (a-c).

- a) All HCWs/PSWs working more than fifty (50) hours per week, will have a fifty (50) hour cap applied when the first (1st) Consumer's reassessment or renewal occurs

between September 1, 2016 and no later than June 30, 2017. This Section shall apply irrespective of starting with a new Consumer/Employer.

- b) HCWs/PSWs working less than fifty (50) hours, but more than forty (40) hours, per week shall be limited to no more than fifty (50) hours per week. This Section shall apply irrespective of starting with a new Consumer/Employer.
- c) HCWs/PSWs working less than forty (40) hours, per week shall be capped at forty (40) hours per week.
- d) Live-in workers moved to the hourly program shall be limited to no more than fifty (50) hours per week.
- e) Irrespective of the above language, a HCW/PSW may not work more hours than authorized, except in emergency situations to meet the needs of the Consumer as outlined in Article 14, 17.1, 17.2 and Article 24.
- f) All hours worked include hourly, travel time, live-in and relief care hours.

New: 2017

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 DHS/OHA approval to distribute to Consumer/Employers, Homecare Workers and Personal Support Workers. The workgroup will consist of three (3) representatives DHS/OHA, three (3) representatives from OHCC, three (3) representatives from Brokerages/CDDPs/AAAs 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 – Consistent Policies and Procedures Regarding
Consumer Hours**

The Parties have a shared interest in the establishment and distribution of consistent policies and procedures regarding changing or unique Consumer service needs.

No later than July 1, 2018, DHS/OHA shall:

- 1) Develop and distribute a transmittal to Local Service Delivery Offices clarifying when a Consumer/Employer can direct service hours to be utilized in conjunction with medical services.
- 2) Develop and distribute a transmittal to Local Service Delivery Offices outlining the process HCWs/PSWs should follow to communicate an emergent service need.
- 3) Update the relevant Worker Guides to reflect this information.
- 4) Update the New Employee Orientations to include this information.

LETTER OF AGREEMENT – PSW Job Coaching Workgroup

Purpose

ODDS and the Union agree to convene a workgroup to explore the role of Personal Support Worker Job Coaches in the employment services continuum. The Union will recruit PSW members for the workgroup and will be responsible for inviting those members to participate. The workgroup will explore policy and procedure recommendations designed to recruit, develop and maintain PSWs as job coaches, including the role of full service employment specialists.

The Workgroup will consist of representatives from the Union, ODDS, including a representative from Employment First, and other relevant stakeholders.

The Workgroup will commence meeting within ninety (90) days from the ratification date of this Agreement at mutually agreement times and locations.

The Workgroup will present written recommendations to ODDS after recommendations are created no later than one (1) year from the first (1st) meeting of the Workgroup.

**LETTER OF AGREEMENT – Implementation of Provider Time Capture for State
CEP Providers**

Purpose:

This Agreement is by and between the Oregon Homecare Commission (Employer) and SEIU, OPEU (Union). The purpose of this Agreement is to outline the shared interests of the Parties regarding the implementation of the new Provider Time Capture system for State CEP Providers.

Scope of Bargaining:

The Parties agree that these negotiations shall be limited to the following issue:
Improvements to the payroll timelines

The Parties may mutually agree in writing, to negotiate on additional issues that arise from implementation of the Provider Time Capture System.

Timeline:

The Parties agree to commence bargaining one hundred twenty (120) days prior to the implementation of the new system.

**LETTER OF AGREEMENT – Timely Processing of Union Dues Deductions for
HCWs and MH PSWs**

Effective December 1, 2017, the Parties agree to modify the language in Article 7 – Union Rights to include the following:

The State shall ensure, for HCWs & MH PSWs that Union deductions stop on the next immediate paycheck if the Union deductions electronic file is submitted by the Union seven (7) business days prior to a given payroll date.

The Parties agree to make good faith efforts towards modifying the language in Article 7 – Union Rights to include the following:

- The Union deductions electronic file shall contain the State issued UID and this shall be the sole match criteria used by the State to process Union deductions.

- The State shall ensure that Union deductions start on the next immediate paycheck if the Union deductions electronic file is submitted by the Union seven (7) business days prior to a given payroll date.

- The State will continue to send exception reports to the Union one (1) business day after each Union submission.

DHS will actively work with the Union to make the necessary changes as soon as possible but no later than July 1, 2019.

LETTER OF AGREEMENT – Enhanced/Exceptional Stipend for CIIS Transition

Training

Purpose:

This Agreement is by and between the Oregon Homecare Commission (Employer) and SEIU, OPEU (Union). The purpose of this Agreement is to outline the stipend payment process for Personal Support Workers during the CISS transition process of their Consumer/Employer.

Scope:

During the 2017-2019 biennium, up to one hundred thousand dollars (\$100,000) will be made available, in the form of stipend payments, for CIIS Personal Support Workers for Enhanced/Exceptional Training Certification. This money will be available on a first (1st) come – first (1st) serve basis and until the entire one hundred thousand dollars (\$100,000) is exhausted.

Stipend Payments will be at the established base rate.

Timeline:

This Letter of Agreement will sunset on June 30, 2019.

LETTER OF AGREEMENT – OHCC Complaint/Issues Electronic Mailbox

This Letter of Agreement (LOA) is entered into between the Oregon Home Care Commission, DHS and SEIU Local 503.

Specifically, the following is agreed:

1. OHCC shall create an electronic mailbox for complaints/issues.
2. The OHCC electronic mailbox is for complaints/issues that are:
 - a) Not covered by the Collective Bargaining Agreement; and
 - b) Not appropriate for discussion in the Joint Issues Committee.
3. The OHCC electronic mailbox should not replace a Worker's attempt to first (1st) contact the Local Service Delivery Office for resolution.
4. This Agreement is not precedent setting and does not preclude the Parties from raising this issue in subsequent contract negotiations.
5. Complaints and issues submitted through the OHCC electronic complaint/issues mailbox are not matters that are resolved through the grievance procedure.
6. This Agreement sunsets after the implementation of the OHCC complaints/issues electronic mailbox or on December 31, 2017, or whichever occurs later.

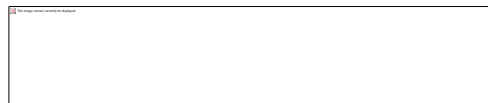
STATEMENT OF INTENT – Training

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.

2015-2019 SIGNATURE PAGE – SEIU Local 503 / HOMECARE COMMISSION



**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>