

SEIU/OREGON HOME CARE COMMISSION

2023 Negotiations

Summary of Tentative Agreements

Article 2 – RECOGNITION

- Makes some housekeeping changes and adds a definition for PCAs.

Article 3 – TERM OF AGREEMENT

- 2-Year Agreement (July 1, 2023 through June 30, 2025)

Article 7 – UNION RIGHTS

- Makes some slight improvements to the data transfer language.
- Requires the State to send Provider Terminations to the Union monthly.
- Add language about Providers right to also work as State employees.

Article 8 – PAYROLL SYSTEMS

- **Improves language on exceptions to the use of an EVV system** including for ADA accommodations and having a clearer process for a HCW or PCA for requesting an exception to the use of OR PTC DCI for time entry.
- **Makes agreement on changing pay processing dates that fall on a weekend or Holiday to the prior business day** – change would happen in conjunction with the universal provider portal implementation and become effective in 2025.
- **Changes pay processing date for HCWs and PCAs to every other Wednesday** after completion of the universal provider portal in 2025.
- Requires the State to **create and implement policies and procedures** for case management entities to **follow when they are contacted by a Provider who believes their pay is incorrect.**
- **Requires the State to begin adding supplemental information with renewal notices in multiple languages** informing the Provider who to contact with assistance with the documentation.

- **Allows Provider to submit renewal paperwork** including the background check up to **120 calendar days in advance** of their credential expiration date.
- **Give Providers a grace period after expiration of their background check** where you would not be required to take additional training as long as you submit your renewal within 6 months of your credential expiration.
- **Updates the current process for requesting penalty pay** in the contract to comply with the process agreed to in the late pay settlement agreement by having an online form to request penalty fees and amends the calculation of fees as noted in the new process below:
 - **Process for resolving pay issues and requesting a penalty fee verification.**
 - **First Step.** If you believe your payment was incorrect then you should contact the Case Management Entity and fill out the [OHCC Customer Relations Late/Partial Payment Request Form](#) within 60 calendar days of the pay processing date for the pay period in question if you want to qualify for penalty fees. If you need assistance with the form, contact the OHCC at 877-624-6080 or the SEIU Member Assistance Center at 855-503-7348 or contact@seiu503.org.
 - **Second Step.** Comply with any requests from the OHCC or Case Management Entity for additional information they need to verify your claim.
 - **Third Step.** The OHCC will be required to respond to your request verifying whether you qualify for penalty fees within 60 calendar days of you filling out the form. If you disagree with the response, contact the SEIU Member Assistance Center at 855-503-7348 or contact@seiu503.org.
 - **Fourth Step.** If the OHCC verifies that the pay issue was a result of a State or Case Management Entity administrative error, then they will pay penalty fees due to you within 60 calendar days of the verification. The calculation of fees is \$20 per day beginning on the day you submit the form and ending on the day they process the missing payment. After the 3rd day if your gross missed payment is \$60 or less, you won't be eligible for additional fees unless:

1. You experienced an additional late payment occurrence within one rolling calendar year
2. The State took longer than 60 calendar days to verify the claim
–or–
3. The State took longer than 60 calendar days to pay the penalty fees from the date of verification.

Article 9 – NO DISCRIMINATION

- Rewrites definition of discrimination to be more equitable and inclusive.
- Would allow a Provider facing discrimination from the State, including Case Management, to file a grievance instead of filing a complaint with OHCC.

Article 11 – GRIEVANCE PROCEDURE

- Adds language to require monthly meetings between the Union’s Chief Stewards and the OHCC.
- Increases timeline to file grievances from 30 calendar days to 30 business days.
- Makes some housekeeping changes to the grievance processing language.

Article 14 – SERVICE PAYMENTS

- **Cost of Living Adjustments (COLA)**
 - \$1.73 COLA/Pay Increase January 2024 (first full pay period)
 - \$0.50 COLA Pay Increase January 2025 (first full pay period)
- **Creates a Pay Scale that gives Providers a \$1.00 Pay Increase for each accumulation of 2000 hours worked** not including overtime hours (eligible Providers will see up to two increases by January 1, 2025).
 - **PHASE 1: Implementation**
 - Hours that count towards the Pay Scale step increases begin accruing on January 1, 2023
 - Providers are placed on either Step 1 (\$19.50) or Step 2 (\$20.50) on July 1, 2024 if they have worked 2000 hours since January 1, 2023 (PSW Legacy Workers – See LOA)
 - **PHASE 2: Ongoing Pay Increases for each 2000 hours worked**
 - The State will perform a look back of hours on January 1 and July 1 of each year. The second lookback will be on January 1, 2025 and

then another on July 1, 2025. Providers will move through the steps of the Pay Scale as pictured below.

Step	Hours Worked and Accumulated Since January 1, 2023	July 1, 2024 Hourly Rate	Jan. 1, 2025 Hourly Rate
1	0 < 2000	\$19.50	\$20.00
2	2000 < 4000	\$20.50	\$21.00
3	4000 < 6000	\$21.50	\$22.00
4	6000 < 8000	\$22.50	\$23.00
5	8000 +	\$23.50	\$24.00

- **Gives each Provider an additional 15 minutes of pay for each pay period** for time spent submitting and correcting time submissions. This will be an automatic payment and Provider's don't need to log the time. Begins in January 2025.
- **Providers whose credentials lapse will be restored to their appropriate step of the Pay Scale** provided their credentials have not lapsed for more than 24 months.
- **Increases the Professional Development Certification (PDC) Differential to \$0.75 cents per hour** (currently is \$0.50) effective January 1, 2024. Also increases the training requirement by 5 hours. Providers with current PDC will only be subject to new requirement upon renewal.
- **Creates a new CPR/First Aid Differential of \$0.25 cents per hour** for all Providers who show proof of a current certification. Effective January 1, 2024, and cannot be combined with any other differential except the CIIS and Job Coaching differentials which do not require a CPR/First Aid certification.
- **Better defines prior authorization to work** for all Provider types to reflect the actual practice by case management and the State.
- **Requires Case Management to reorient a Consumer to the task list** if a Provider notifies the Case Management Entity that they were asked to perform non-task list duties by the Consumer. The Case Management Entity would be required to contact the Consumer within 5 business days of being notified by the Provider.

NEW Article – HOLIDAYS

- **Adds Memorial Day and Labor Day to the list of Holiday's for which we get premium pay** (time and one-half pay for up to eight hours), bringing us to a total of five Holidays.

Article 14.1, 14.2 & 14.3 – SERVICE PAYMENTS

- **Requires the State to pay Relief Workers at their normal base rate of pay** and not a lower pay rate.
- Makes some housekeeping changes by **adding enhanced and other pay rates as separate differentials** rather than separate base pay rates.
- **Allows PSWs** who make more than the base rate **to qualify for enhanced and exceptional differentials.**
- Adds new Article 14.3 on **Service Payments for PCAs.**

Article 15 – TRAVEL TIME, TRANSPORTATION AND MILEAGE REIMBURSEMENT

- The State may authorize a Provider to receive **mileage reimbursement to travel from their home to the Consumers home on a case-by-case basis** due to no available Providers living within a reasonable distance to the Consumer.
- **Renews the \$120k for Parking** and would allow for Case Management to provide pre-paid parking permits.

Article 17.1, 17.2 & 17.3 – SERVICE AGREEMENTS

- Makes some housekeeping changes to update terminology.
- Deletes PCAs from 17.2 and adds a new Article 17.3 for PCA Service Agreements.

Article 20 – HEALTH AND SAFETY

- **Requires the Case Management Entities to notify Providers** of the OHCC online form for escalation of safety issues.

- **Requires the State to notify Case Management Entities** of their requirements when contacted by a Provider who is reporting a safety concern.
- **Requires OHCC to create and publish an online guide** on how a Provider should report a safety concern.
- **Requires information on how to report a safety concern** to be included on the task list or service agreement.

Article 22 – JOINT ISSUES COMMITTEE

- Retitles the Article and Committee as the Joint Labor Management Committee.
- Updates the language in the Article to follow the Parties joint efforts to streamline and make improvements to the Committee.

Article 24 – OVERTIME AND HOURS LIMITATIONS

- **Increase weekly hours cap to 60 hours** (currently is 40 for new workers and 50 for workers hired prior to June 2016). Consumers must be assessed for hours, and you must be approved to work but would allow Providers to earn up to 20 hours of overtime per week to provide additional care.

Article 25 – PROVIDER NUMBER TERMINATION RIGHTS

- Maintains current contract language with one housekeeping change deleting references to administrative hearings for which the Union does not provide representation.

NEW Article – LANGUAGE ACCESS

- **Requires the State to collect gender, race, ethnicity and preferred language information** with the implementation of the Universal Provider Portal in 2025. Once the State has preferred language they will **begin communicating in that language** to Providers.
- **Requires the State to include an insert in all mailings that are translated in common languages in Oregon.** The insert will inform the Provider whom to contact if they have questions about the mailing.

NEW Letter of Agreement – SERVICE ANIMALS

- Requires the State to explore ways of adding services animal care to Medicaid services on the task list and service plan.

NEW Letter of Agreement – VISUAL AIDS FOR COMMON PROVIDER ISSUES

- Requires the Joint Labor Management Committee to **identify and develop visual tools to help Providers with common issues**. The tools would be translated into common languages used by Providers.

NEW Letter of Agreement – DATA AND REPORTS COORDINATION WORKGROUP

- Creates a workgroup for the issue of data and reports coordination.

NEW Letter of Agreement – PERSONAL CARE ATTENDANT ENHANCED WAGES

- Agrees to the **creation of an enhanced differential for PCAs** that would be implemented in the next contract.

NEW Letter of Agreement – PTCS/EVV System Improvements

- Requires **authorized time remaining** to be worked in a pay period **to be reflected in actual hours and minutes** not decimals.
- **Requires the State to modify their attestation language for time submission** to resolve the issue of attesting to a submission a Provider knows to be incorrect.

NEW Letter of Agreement – Consumer Choice Advisement

- **Would require Case Management to give Consumer's neutral advisement on their choice of Providers** including requiring them to give a Consumer seeking services information about State Providers and Carina.
- Would **bar the State from** creating policies that prioritize or incentivize Consumer **referrals to Private Agencies**.
- **Would bar the State and their Case Management Entities from assisting Private Agencies** in contacting Consumers or Providers without their consent.
- **Would require State to create and maintain accurate information to provide Consumers during their choice counseling**, including information about

bargaining unit providers.

NEW Letter of Agreement – MARKETING ADMINISTRATIVE RULE, RATE STUDY & AGENCY WITH CHOICE

- Requires the State to conduct a public rule making **process to create rules prohibiting certain types of solicitation of current Providers and current Consumers by Private Agencies**. Rules would include enforcement mechanisms.
- **Bars the State from advocating for any additional rate increases for Private Agencies** during the term of our contract.
- Requires APD/ODDS/OHA to coordinate Agency budget request across programs to **ensure equitable planning and distribution of funds for workers completing the same work**.
- **Requires ODHS to support the Union’s efforts to create a new Provider type**, Agency with Choice, where the Consumer and the contracted Agency are joint employers.
- **Requires the State** to create materials and undertake a marketing campaign to **recruit new bargaining unit Providers**.

NEW Letter of Agreement – SUPPLEMENTAL, BENEFIT AND TRAINING TRUSTS

- Creates an agreement in our contract around the **State’s contribution to our benefits** including PTO and Healthcare.

NEW Letter of Agreement – PSW Legacy Workers (PSWs Paid Above the Negotiated Hourly Rates)

- **Legacy Workers will be placed on the new Pay Scale on 7/1/24** by rounding their base rate (after the first pay increase) up to the nearest Step of the Pay Scale. Then, if they have worked 2000 hours since 1/1/23, they would advance one additional step unless topped out. If after the first pay increase, they are paid above the rates on the Pay Scale they will be “red circled” and won’t receive any additional pay increases until such time that the Pay Scale has caught up to their pay rate.