2015-2019

COLLECTIVE BARGAINING AGREEMENT

Between

HOME CARE COMMISSION

And

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 503, OPEU

DRAFT AS OF 06/27/2016

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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.

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ARTICLE 1 – PARTIES TO THE AGREEMENT

This Agreement is made and entered into at Salem, Oregon, pursuant to the provisions of the Oregon Revised Statues, 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.

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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

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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.

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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).

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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.

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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.

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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.

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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.

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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.

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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

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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

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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 fair share and/or dues deduction.

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.

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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.

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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 claim is one that is accompanied with an approved timesheet or voucher and is submitted through the designated electronic time capture or by mail, fax, email or in-person at the appropriate local office. A properly completed 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. Legibly documents the number of hours worked including time in and time out effective January 1, 2016 for APD and OHA and currently for PSWs serving ODDS consumers, service type, and progress notes if required in Oregon Administrative Rules; and
4. 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.
5. 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) 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 endanger the safety or health of the Consumer, the HCW/PSW must notify the case manager or service plan coordinator

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within two (2) business days to receive prior authorization of the work.

c) No payment will be paid if the HCWs/PSWs credentials have expired. Credentials include a current background check, Provider Enrollment Agreement and fingerprints if required.

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/PSWs paid through State systems notices will begin no later than ninety (90) days after ratification of this Agreement. For PSWs paid through fiscal intermediaries, notices will begin on or before September 1, 2016 through fiscal intermediaries. The OHCC shall send out a quarterly notice to Providers who have any credential expiring in the next three (3) months.

HCWs/PSWs are responsible to keep their mailing address, phone number and email address (if available) up-to-date with DHS/OHA Provider Relations Units, and for HCWs the Local APD/AAA office and the OHCC Registry. Homecare and Personal Support Workers must take action to renew their credentials at least fifty-five (55) days prior to the credential end date.

Failure to submit all credential renewal paperwork at least fifty-five (55) 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 end date.

A HCW/PSW with an inactivated/terminated provider number is not eligible to receive Medicaid service payments.

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

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one year from the first (1st) date of service on the voucher.

Section 3. For PSWs Paid Through a Fiscal Intermediary

Effective two (2) months after the statewide roll-out of the eXPRS Orientation program, all new PSWs must enter their time directly into the electronic time capture system. Current PSWs will continue to have the option of utilizing both the paper and electronic time capture until July 1, 2016.

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 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.

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.

Article 8.1 and 8.2 *shall sunset after the pay period ending December 31, 2015.* Vouchers shall be processed in the payment system within two (2) business days (excluding Oregon and Federal holidays) of the proper submission of a completed voucher by the HCW/PSW through December 31, 2015.

Beginning on January 1, 2016 vouchers and timesheets for HCWs/PSWs shall be processed and paid based on the payment timeframes below. If a Submission Deadline falls on an Oregon or Federal Holiday the date will be moved to the next day. If a Pay

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Date falls on an Oregon or Federal Holiday the date will be moved to the next day: Pay Periods are from the first (1st) through the fifteenth (15th) and from the sixteenth (16th) through the last day of the month. HCWs and PSWs will have three (3) business days to submit their voucher or timesheets electronically.

Prior to February 1, 2016, PSWs shall continue to have three (3) business days to submit paper timesheets. Effective February 1, 2016 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. Paychecks will be issued eight (8) business days after the HCW/PSW submission deadline.

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.

Section 5. Payroll Transition for HCWs/PSWs Paid Through State Systems

a) DHS/OHA shall send a sixty (60) and a thirty (30) day notice prior to the January 1, 2016 Service Payment Timeline change to affected HCWs/PSWs.

b) The State shall provide a letter to all impacted HCWs/PSWs prior to October 15, 2015 detailing the upcoming Service Payment Timeline changes to aid the worker with bill rescheduling.

c) Payments issued to HCWs/PSWs in the month of October 2015 shall include a notice on the remittance advice or paystub of the upcoming January Service Payment Timeline transition.

d) For affected HCWs/PSWs, DHS/OHA shall authorize at least one (1) out of cycle payment run per week during the January and February 2016 payroll transition.

Prior to a statewide electronic time capture system being implemented, DHS/OHA will notify all affected HCWs/PSWs at least ninety (90) days in advance of any new time entry requirements. DHS/OHA will provide training for affected HCWs/PSWs at least

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sixty (60) days in advance of implementation. DHS/OHA will consult with SEIU on the development of a payroll transition plan.

Section 6. Voucher Issuance Timelines.

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

Section 7. 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.

Section 8. 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.

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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.

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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

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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. 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".

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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

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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

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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.

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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.

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ARTICLE 11 – GRIEVANCE PROCEDURE

Section 1. Grievance Definitions.

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

Section 2. Informal Resolution Approach.

The Parties encourage, whenever possible, an informal resolution approach over the application of the terms and conditions of the Collective Bargaining Agreement that are within their authority to administer.

Section 3. Grievance Steps.

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:

1. Provider's legal name and provider number
2. Initials of applicable Consumer-Employer
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 (APD/AAA, CDDP, Brokerage or CMHP).
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

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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)

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 LLR shall respond to the grievance by e-mail no later than (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 LLR. 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 4. 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.
2. Kathryn Whalen
3.
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 5. 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 6. 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.

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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.

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ARTICLE 14 – SERVICE PAYMENTS

Section 1. Prior Authorization

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 an agreement describing the support to be provided that has been signed by the Consumer and PSW, and there is authorization for services in eXPRS Plan of Care. Prior authorization for OHA services is considered the voucher.

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 in order to be paid.

b) 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.

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.

d) HCWs/PSWs are responsible to keep their mailing address, phone number and email address (if available) up-to-date with DHS/OHA Provider Relations Units and the OHCC Registry.

e) Homecare and Personal Support Workers must take action to renew their

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credentials at least fifty-five (55) days prior to the credential end date.

f) Failure to submit all credential renewal paperwork at least fifty-five (55) 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 end date.

g) A HCW/PSW with an inactivated/terminated provider number is not eligible to receive Medicaid service payments.

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.

Effective January 1, 2017, workers who complete and pass 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. 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 five (5) hours of safety-skills training and 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 thirty percent (30%) and the CPR/First Aid certification must be valid and not expired 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

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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.

Section 5. Training Differential Funding.

Effective January 1, 2017, 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

HCWs/PSWs receiving rates outside of the Rate Table outlined in 14.1 and 14.2 on the effective date of this Agreement shall receive a one percent (1%) increase on January 1, 2016 and a one percent (1%) increase on February 1, 2017.

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.

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Section 9. Travel Time.

a) Effective January 1, 2016 providers will be paid for travel time between consumers' homes or initial service related sites (e.g., pharmacy, grocery store). 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 wages paid 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. All HCWs/PSWs shall receive notification of this travel policy no later than December 1, 2015.

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.

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

RATES EFFECTIVE January 1, 2016	HOURLY	LIVE-IN	ENHANCED HOURLY	ENHANCED LIVE-IN
ADL/IADL Hours	$14.00	State Minimum Wage	$15.00	$1.00 above State Minimum Wage

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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

Section 2. Enhanced Homecare Worker Wages and Training.

a) An Enhanced Homecare worker (EHCW) provides services to consumers who require medically driven services and supports as assessed by the case manager during the assessment process.

b) The Enhanced Homecare Worker (EHCW) must be certified through the Home Care Commission (HCC) approved certified process/training program established in 2014 to be eligible for the enhanced hourly or live-in rate.

c) On or before September 1, 2016, following an 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 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.

Section 3. Differentials.

In addition to the rates outlined in Section 1 of this Article, all eligible Homecare Workers

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shall receive the following differentials for all hours worked:

1) VDQ Differential.

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.

a) A Relief Worker is defined as a Homecare Worker who provides substitute services for either a twenty-four (24) hour live-in Homecare Worker who is taking paid time off or an hourly Homecare Worker. Payment to a Relief Worker substituting for a live-in Homecare Worker taking time off in a twenty-four (24) hour block shall be one hundred and seventy-five dollars ($175.00) per day for up to a maximum of seven (7) consecutive days. A Relief Worker substituting for a live-in natural support that provides twenty-four (24) hour service shall be paid one hundred seventy-five dollars ($175.00) per day up to a maximum of seven (7) consecutive days when the natural support is temporarily unavailable. If the Relief Worker continues providing services after seven (7) consecutive days, the worker shall be paid the rate authorized in the service plan. The Relief Worker will be informed in advance of the rates. Payment to a Relief Worker substituting for a live-in Homecare Worker taking time off in a one (1) through twelve (12) hour block shall be at the full assistance hourly rate. Payment to a Relief Worker substituting for an hourly Homecare Worker shall be based on the full assistance hourly rate.

b) The service payment rate for Relief work will be confirmed when the local office is notified of the need for substitute services.

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Section 5. Twenty-Four Hour Availability Pay.

Twenty-four (24) hour availability pay will be made only in Consumer/Employer plans that are specifically designated as twenty-four (24) hour care plans. This Section will sunset on December 31, 2015.

Section 6. Twenty-Four Hour Availability Hours.

Twenty-four (24) hour Homecare Workers shall receive no less than sixty (60) hours a month of pay at the twenty-four (24) hour availability rate. In the event that two (2) Homecare Workers are providing services to one (1) individual Consumer/Employer, the hours/pay will be divided on a pro rata basis. This Section will sunset on December 31, 2015.

Section 7. Live in Program

a) HCWs will only be designated as Live-in Providers if they are serving consumers who have been determined eligible for live-in services.

b) Effective January 1, 2016 HCWs designated as Live-in Providers will be paid for at least sixteen (16) hours per day and may receive up to three (3) hours per twenty-four (24) hour period for direct care provided during the consumer's normal sleep schedule. Live-in Providers may be paid for more than the nineteen (19) hours a day only in emergency situations. Providers will be paid in fifteen (15) minute increments for services provided during the Consumer's normal sleep hours.

c) Workers will only be paid as Live-in Providers when they are on duty, immediately available to meet the care needs of the individual.

d) Live-in Providers must track all hours worked and all sleep hours. HCWs must track direct care services provided during normal sleep hours to be paid for the additional hours.

e) In the event that two (2) Homecare Workers are providing services to one (1) individual Consumer/Employee, the hours/pay will be divided on a pro rata basis.

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In the event that a Live-in HCW is serving two (2) or more consumers in the same household, they will receive no more than sixteen (16) hours per day and up to three (3) hours per day for direct service hours provided to any consumer needing supports during normal sleep hours. Hours will be prorated across the consumers.

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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 employer. 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:

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

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Home Intensive Services (CIIS) Program						
Children's In-Home Intensive Services (CIIS) Program – Independent Contractor	N/A	N/A	N/A	N/A	$18.50	N/A

Effective January 1, 2016	HOURLY PSW	ENHANCED PSW	EXCEPTIONAL PSW
All Prior Authorized ADL & IADL Hours Worked	$14.00	$15.00	$17.00
Children's In-Home Intensive Services (CIIS)	$16.67	N/A	N/A
Job Coaches	$14.75	$15.75	$17.75

Effective February 1, 2017	HOURLY PSW	ENHANCED PSW	EXCEPTIONAL PSW
All Prior Authorized ADL & IADL Hours Worked	$14.50	$15.50	$17.50
Children's In-Home Intensive Services (CIIS)	$16.84	N/A	N/A
Job Coaches	$16.00	$17.00	$19.00

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) On or before September 1, 2016, following an 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) On or before September 1, 2016, following an 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

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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 receive the applicable rate from the rate schedule once the Consumer ages out of the CIIS program. This may include APD or ODDS rates including enhanced, exceptional or VDQ, if applicable. The PSW will be notified at least one (1) year prior to the transition, 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.

Section 6. Relief Worker Wages.

a) A Relief Worker is defined as a PSW who provides substitute services for either a twenty-four (24) hour live-in PSW or an hourly PSW. Payment to a Relief Worker substitution for a live-in PSW taking time off in a twenty-four (24) hour block shall be one hundred seventy-five dollars ($175) per day for up to a maximum of seven (7) consecutive days. A Relief Worker substituting for a live-in natural support that provides twenty-four (24) hour service shall be paid one hundred seventy-five dollars ($175) per day up to a maximum of seven (7) consecutive days when the natural support is temporarily unavailable. If the Relief Worker continues providing services after seven (7) consecutive days, the worker shall be paid the rate authorized in the service plan. The Relief Worker will be informed in advance of the rates. Payment to a Relief Worker substituting for an hourly PSW shall be based on the full assistance hourly rate.

b) The wage rate for Relief work will be confirmed when the local office is notified of the need for substitute services.

Section 7. 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.

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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.

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 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 providing 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.

Section 10. PSW Specialists (Formerly Known as PSW-ICs) Transition

a) Statewide Information Trainings

During the months of October - November 2015 ODDS shall put on a minimum of one (1) trainings in each area of the State where PSW-ICs currently exist. The trainings will provide an overview of the process to become a Provider Organization, information on the rate structure, liability insurance requirements and any other information needed to facilitate the transition.

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b) Between January 1, 2016 and March 31, 2016 PSW Specialists (formerly known as PSW-ICs), must complete paperwork with ODDS' fiscal intermediary to register as an employee for tax purposes.

c) Current PSW Specialists may continue to serve current and new consumers at their current rate as established in Article 14.2 Section 1. Wage Maintenance. Upon ratification of this contract, no new PSW Specialists will be enrolled by ODDS or any subcontractors.

d) The local Service Delivery Field Office will change Consumer contracts, if applicable, prior to the PSW Specialist's transition into employee status.

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ARTICLE 15.1 – 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 current automobile insurance.

a) Homecare and Personal Support Workers must provide proof of insurance upon request.

b) 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.

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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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

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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.

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ARTICLE 21.1 – HOMECARE WORKER TRAINING COMMITTEE

Section 1. Committee Membership.

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

1. Four (4) representatives from the HCC or designated by the Commission

2. One (1) representative from the Department of Human Services

3. Four (4) representatives from the Union/HCW

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 HCW Training Committee and the Union with a training budget report on a quarterly basis. This quarterly budget will be presented at the HCW Training Committee meeting.

Section 3. Union Minority Report.

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

Section 4. Committee Tasks:

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

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training program.

Section 5. Committee Goals:

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

Section 6. Homecare Worker Attendance at Trainings.

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

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ARTICLE 21.2 - PERSONAL SUPPORT WORKER TRAINING COMMITTEE

Section 1. Committee Membership.

It is the Employer's intent to maintain the Personal Support Worker Training Committee to make recommendations to the Developmental Disability/Mental Health Committee (DD/MH-C) related to training. The DD/MH-C shall be those persons designated by ORS 410.600 - 410.625, as amended by HB 3618, Section 3 (2010 Legislature). The PSW Training Committee will also include the following:

1. Four (4) representatives from the Commission or designated by the Commission.

2. Two (2) representatives from the Department of Human Services.

3. One (1) representative from the Oregon Health Authority.

4. Four (4) representatives from the Union/PSWs.

The PSW Training Committee in consultation with the DD/MH-C and Commission may invite other appropriate partners, as necessary or as requested by the Committee members, to attend the meeting(s) to provide their expertise on training-related topics/issues.

Section 2. Quarterly Budget Report and Information Sharing.

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

Section 3. Union Minority Report.

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

Section 4. Personal Support Worker Training Committee Tasks:

- Prioritize training needs for PSWs.

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

Section 5. Personal Support Worker Training Committee Goals:

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

Section 6. Personal Support Worker Attendance at Trainings.

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

Section 7. Stipends.

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

Section 8. Personal Support Workers Employment Status Confirmation.

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

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confirmation must be provided.

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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.

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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.

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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.

Section1. 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.

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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,

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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.

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LETTER OF AGREEMENT – FLSA Implementation

Purpose:

This Agreement is by and between the Oregon Homecare Commission (the Employer) and SEIU, OPEU (the Union). The purpose of this Agreement is to outline the shared interests of the Parties regarding the implementation of the Fair Labor Standards Act due to Home Care Association of America v. Weil, No. 15-5018 (D.C. Cir).

Scope of Bargaining

The Parties agree that these negotiations shall be limited to the following issues.

1. The Payment of overtime for hours worked above forty (40) hours per week.

2. Any limitations or cap on the number of hours a HCW/PSW may work per week.

The Parties may mutually agree in writing, to negotiate on additional issues that arise from implementation of FLSA or the above referenced court case.

Timelines

The Parties agree to commence bargaining within thirty (30) days of any ruling in Home Care Association of America v. Weil, NO. 15-5018 (D.C. Cir). Either Party may invoke Mediation after bargaining has commenced for at least sixty (60) days. Thereafter, the timelines and procedures set out in ORS 243.712 and 243.742 shall apply unless the Parties mutually agree, in writing, otherwise.

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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.

DRAFT AS OF 06/27/2016

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.

DRAFT AS OF 06/27/2016

2015-2017 SIGNATURE PAGE – SEIU Local 503 / HOMECARE COMMISSION

Signed this ___ day of _____, 2015, at Salem, Oregon.

FOR THE HOME CARE COMMISSION:

_____

Joe Espinoza, State Labor Relations Manager

_____

Cheryl Miller, Executive Director
Home Care Commission

FOR THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 503:

_____

Heather Conroy, Executive Director
SEIU Local 503

_____

Jereme Grzybowski, Chief Negotiator
SEIU Local 503

_____

Rebecca Sandoval, Medford, Chair
OPEU

_____

Rachel Hanson, Staff, SEIU 503,

_____

Carol Conlon, Grants Pass

_____

Sally Cumberworth, Cave Junction

_____

LJ Denney, Camas Valley

_____

Robert Ewbank, Springfield

DRAFT AS OF 06/27/2016

Laurann Kealiher, Portland

Carolynn Kohout, Hillsboro

Patricia Lawrence, Sandy

Eileen Ordway, Springfield

James Parker, Scio

Alice Redding,Rainier

Adam Riggs, Eugene

Rose Rogers, Coos Bay

Annie Smith, Portland

Bobbie Sotin, North Bend

Penny Wicklander, Pendleton

Joy'e Willman, Portland

Phyllis Wills, Forest Grove

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