

Collective Bargaining Agreement

Summary: 2007 - 2009

ARTICLE 1. PARTIES TO THE AGREEMENT: SEIU, Local 503 and Homecare Commission acting through the Department of Administrative Services

ARTICLE 2. RECOGNITION: Contract covers all part time, full time, hourly and live in publicly funded homecare workers, including spousal care, State Plan Personal Care, and Oregon Project Independence workers who receive pay through DHS or other public agencies. Excludes Independent Choices homecare workers.

ARTICLE 3. TERM OF AGREEMENT: In effect July 1, 2007 through June 30, 2009.

ARTICLE 4. COMPLETE AGREEMENT: Agreement is complete, there is a method to conduct bargaining over future mandatory subjects of bargaining that arise after bargaining the current contract.

ARTICLE 5. SEPARABILITY: Any article of the contract, which is declared invalid by court of competent jurisdiction, will not invalidate the entire contract.

ARTICLE 6. NO STRIKE/NO LOCKOUT: Homecare workers do not strike, the employer cannot "lock out" Homecare Workers. Contract disputes are settled through binding arbitration.

ARTICLE 7. UNION RIGHTS

- Bulletin board space available in local office
- Access to make presentations at new HCW orientations & HC Trainings
- Fair Share agreement - any worker working more than 32 hours per month shall make a fair share contribution for the cost of representation

ARTICLE 8. PAYROLL/VOUCHER

SYSTEMS: Properly completed vouchers (signed by client and worker and legibly documents hours worked) shall be processed within 2 days. Newly hired workers shall get written confirmation of start date and receive first voucher within 7 days. Vouchers should be

submitted within 14 days of end of the pay period. Homecare workers shall have option of being paid once a month or bi-monthly and may change option twice per calendar year.

ARTICLE 9. NO DISCRIMINATION: Homecare Commission shall not engage in unlawful discrimination based on religion, sex, race, creed, color, national origin, sexual orientation, age, physical or mental disability or union activity.

ARTICLE 10. REGISTRY & REFERRAL SYSTEM: Describes HCW rights and responsibilities to be included for referral in the Registry and the Homecare Commission's (HCC) ability to remove a worker from the Registry due to misconduct or poor performance, (it must be a reasonable penalty for proven offense). Burden of proof lies with DHS and/or HCC with the right to union representation.

ARTICLE 11. GRIEVANCE PROCEDURE: Violations of the bargaining agreement are grievable; resolution at the local level, or through the Employment Relations Board at a central level.

ARTICLE 12. HEALTH PLAN: HCW's working over 80 hours per month eligible. The Employer pays the full cost of the premium for dental and vision coverage. The Family Health Insurance Assistance Program (FHIAP) is available for eligible HCW's family members.

WORKERS COMPENSATION: No longer necessary in union contract based on legislation passed in 2007 mandating workers' compensation coverage.

ARTICLE 14. WAGES

	Effective 11-01-07	Effective 07-01-08
Level of Care	\$ 9.90	\$10.20
Full Assist	\$ 9.90	\$10.20
Substantial-Minimal Assist	\$ 9.90	\$10.20
Self Mgt Tasks (live in)	\$ 4.30	\$ 4.55
24-Hour Avail. (live in)	\$ 4.30	\$ 4.55

24 Hour Relief Workers will receive a flat rate of \$165.00 effective 11/1/07 and \$175.00 effective 7/1/08 for each 24 hour period.

24 hour live in caregivers will receive NO LESS than 60 hours of 24 hour availability pay each month.

ARTICLE 15. MILEAGE/PUBLIC TRANSPORTATION: Service related miles reimbursed at \$.485 cents per mile. Prior authorized public transportation needed to accompany a client will also be reimbursed.

ARTICLE 16. PAID TIME OFF (PTO):

Hourly workers earn 4 days per yr: 16 hrs credit if worker worked 80 hrs in April, May or June, and 16 hrs if 80 hrs worked in November, December or January. Unused PTO will be cashed out to employee on Jan. 30 each year.

Twenty four hour workers earn 24 hours per month up to 144 hours and must be used in 24 hour increments. One half of unused hours will be cashed out to employees on January 30. Effective 7/1/08 one half of paid time off will be cashed out if there is a housing emergency.

ARTICLE 17. TASK LIST: Requires that homecare workers receive a clear, written list of job duties and service related miles within 5 business days from date of request.

ARTICLE 18. TEMPORARY

CONSUMER ABSENCES A live in provider shall receive the same rate of pay when the consumer is absent for up to 30 days due to illness or medical treatment and is expected to return.

ARTICLE 19. WAGE OVERPAYMENTS

In the event of an overpayment, the agency deducts 5% from employee's pay until paid

ARTICLE 20. HEALTH AND SAFETY:

Gloves and masks in sufficient monthly supply, non-latex, non powdered with demonstrable need, other safety equipment requested in writing to program manager.