

# Collective Bargaining Agreement

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Contract in effect July 1, 2011 ~ June 30, 2013

Between **The Child Care Workers Union, SEIU Local 503, OPEU**  
and the  
**State of Oregon Department of Administrative Services**



CHILD CARE

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## **PREAMBLE**

As signatories to this document, Service Employees International Union Local 503, Oregon Public Employees Union (known hereafter as “Union”) and the State of Oregon, through the Department of Administrative Services (known hereafter as “the State”), agree that the Oregon Employment Department, Child Care Division (CCD) and Oregon Department of Human Services (DHS), (known hereafter as “Agencies”) agree to work together in a partnership of mutual respect to build a child care system that promotes safe, healthy development of children and empowers working families. Agencies recognize and value the important contribution that License-Exempt Family Child Care Providers make in the lives of families who receive the DHS child care subsidy. In particular, Agencies recognize that license-exempt child care fills a need for flexibility that sometimes cannot be met in other settings.

## **ARTICLE 1 - PARTIES TO THE AGREEMENT**

This Agreement is between the State of Oregon acting by and through the Department of Administrative Services (State) and the Service Employees International Union Local 503, Oregon Public Employees Union on behalf of all License-Exempt Family Child Care Providers in the State pursuant to ORS 657A.430(6)(b).

## **ARTICLE 2 - RECOGNITION**

The State recognizes the Union as the sole and exclusive representative for all License-Exempt Family Child Care Providers participating in the subsidy program for purposes of engaging in collective bargaining negotiations pursuant to ORS 657A.430(3).

There is intended to be no overlap ~~among~~ between this population of License-Exempt Child Care Providers and the population of certified and registered family child care providers covered in ORS 657A.430(6)(~~b~~-a). Should a License-Exempt Family Child Care Provider participating in the subsidy program become certified or registered, the American Federation of State, County and Municipal Employees (AFSCME) will be recognized as the representative for that provider and that provider will not be covered by this Agreement. Should a certified or registered provider participating in the subsidy program become license-exempt, the Union will be recognized as the representative for that provider.

## **ARTICLE 3 - TERM OF AGREEMENT**

### **Section 1.**

- A. This Agreement shall become effective on July 1, 2011, or such later date as it receives full acceptance by the Parties, and expires June 30, 2013, except where specifically stated otherwise in the Agreement.
- B. Either Party may give written notice of its desire to negotiate a successor Agreement no less than one hundred and eighty (180) days prior to the expiration of this Agreement.
- C. Negotiations shall commence at a mutually agreeable date after receipt of such notice.

**Section 2.** This Agreement shall not be opened during its term except by mutual agreement of the Parties, by proper use of Article 4, Separability, or as otherwise specified in this Agreement.

## **ARTICLE 4 - SEPARABILITY**

In the event that any provision of this Agreement is at any time declared invalid by any court of competent jurisdiction, declared invalid by final Employment Relations Board (ERB) order, or made illegal through enactment of federal or state law or through government regulations having the full force and effect of law, such action shall not invalidate the entire Agreement, it being the express intent of the Parties hereto that all other provisions not invalidated shall remain in full force and effect. The invalidated provision shall be subject to re-negotiation by the Parties within a reasonable period of time from either Party's request.

## **ARTICLE 5 - PROVIDER ORIENTATION AND TRAINING**

**Section 1. Orientations.** To ensure that providers understand how the DHS child care subsidy program operates and are aware of the roles and responsibilities of providers, DHS shall hold in-person orientations for providers. Alternatives to in-person orientations will be offered only on a case-by-case basis and available for Providers who have been unable to attend a scheduled orientation within their first six (6) months. The Union will retain the ability to provide their presentation in such alternative orientations.

The orientations shall include but not be limited to information on DHS listing and billing processes, subsidy rates based on zip code, and co-payments, tax information resources and available training.

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

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

**Section 2. Union Notice and Presentation.** The Agencies will disseminate current information about available training opportunities via a link to the Oregon Registry Online (ORO) with clear indication of which trainings are exclusive to License-Exempt Child Care Providers. Such information will be posted on the ORO at least thirty (30) days in advance of the orientation or license-exempt exclusive training and the Union will be provided an opportunity to make a thirty (30) minute presentation about the organization, representational status, Union benefits and to distribute and collect Union membership applications during the first thirty (30) minutes or last thirty (30) minutes of the scheduled orientation and license-exempt specific trainings. For registration purposes, the ORO calendar will provide the phone number(s) for Providers to sign up for orientation or training. Providers shall call the phone number(s) to register since on-line registration is not available.

**Section 3. Training.** Within available funds, Agencies and Union will work with the child care training system to make training accessible and affordable for license-exempt providers participating in the subsidy program.

Agencies will provide an on-line training calendar reflecting dates, times and locations of child care provider training.

Eligible providers will have the cost of approved class fees and required materials covered and shall receive a stipend of \$12 per hour for costs associated with transportation and substitute care for the completion of approved training, including the Union's thirty (30) minute presentation. Stipends are paid for orientation, Enhanced Rate Training and up to twelve (12) hours of additional training (except the Overview) every two (2) years. Stipends are not paid for self-study or on-line classes.

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

- (A) CPR/First Aid class, and RRCAN class, will be offered exclusively to License-Exempt Child Care Providers in SDA areas that contain at least five hundred (500) License-Exempt Child Care Providers.
- (B) CPR/First Aid class, and RRCAN class will be offered and open for registration to License-Exempt Child Care Providers in SDA areas that contain less than five hundred (500) License-Exempt Child Care Providers.

Food Handlers certification process for License Exempt Providers will be as follows:

- 1) The Food Handlers training may be taken on-line. On-line training provides immediate grading and the exam may be taken up to four (4) times per day. Information on how to utilize this on-line training will be available at the orientation. License-exempt Child Care Providers will not be required to pay for the online training once the computer program is changed to exempt License-exempt Child Care Providers from the charge. The computer program changes will be completed no later than March 30, 2012.
- 2) When registering for the Enhanced Rate Training, Providers will be asked if they currently have Food Handlers certification. If the Provider does not have current Food Handlers certification then the Food Handlers study guide and exam will be sent to the Provider, provided that the Provider has registered ten (10) days in advance of the scheduled training. The study guides and exams will also be available at the Enhanced Rate Training.
- 3) The completed exam will be graded before the end of the Enhanced Rate Training session, if possible. If the grading cannot be completed by the end of the Enhanced Rate Training session, the Provider will be mailed within seven (7) days of the training session either (a) their Food Handlers card if they have passed the exam or (b) notification that they have not passed the exam.



Providers may elect to take additional training prior to completion of the Enhanced Rate Training requirements; however, these training hours shall not apply retroactively to training renewal requirements for the Enhanced Rate. Providers who have completed the Enhanced Rate Training will receive notification no later than four (4) months prior to their certification expiring with explanation of how to complete re-certification for the Enhanced Rate.

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

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

**Section 4. Professional Development Committee.** Recommendations approved by Union's training committee shall be presented to the Professional Development Committee and other training committees for response and/or action. Agencies will pay for up to two (2) Union-represented providers to attend the Professional Development Committee (substitute care and mileage).

Upon request, Agencies will provide representatives when available to attend Union committee meetings to hear concerns and assist with recommendations for the Professional Development Committee or appropriate subcommittee.

Agencies and Union shall continue to work with the statewide Child Care Resources and Referral system to maintain a range of trainings specifically targeted to license-exempt

providers receiving the DHS subsidy as long as funding is available pursuant to Section 3 of this article. The Parties agree to discuss training specific to License-Exempt Providers, including topics related to early childhood education such as reading comprehension and writing.

## **ARTICLE 6 - RULES, NOTICES, AND LISTS OF PROVIDER INFORMATION**

- A. DHS will provide updates to its manual. Union will receive notice of Agencies' proposed rulemaking as an interested party.
- B. Union will receive copies from DHS of general information notices that are sent to all child care providers such as the "Notice of Cost of Living Increases".
- C. DHS will provide Union on a monthly basis in a mutually acceptable electronic format, a listing of all license-exempt providers in active status in the provider payment system. The list will include the provider's name, gender, year of birth, address, phone number(s), email (if available), DHS provider number, the provider's original listing date as noted in the provider payment system, number of hours paid per child, the amount of subsidy paid and all applicable deductions unless prohibited by law.
- D. DHS will continue to provide the Union with information regarding Provider's preferred language of choice.

## **ARTICLE 7 - PAYMENT TIMELINES, ACCURACY AND OVERPAYMENTS**

**Section 1. Timely Payments.** DHS will maintain a procedure that provides for the issuance of subsidy checks within four (4) working days of the proper submission of a completed voucher by the provider.

**Section 2. Direct Deposit.** A procedure for direct deposit of subsidy checks will be available for providers. The provider shall submit a written request and proper bank information to receive direct deposit within sixty (60) calendar days from the receipt of the provider's request.

**Section 3. Electronic Payment Cards.** Providers that opt to receive payments using an electronic payment card (such as the Relia Card) will be provided, prior to opting to use such card, the user agreement to inform them of the conditions and fees associated with use of the electronic payment card.

**Section 4. Accurate Payments.** The Agency will work with Union to increase the accuracy of payments made to providers including but not limited to the following:

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

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

- A. Providers will have access to State assistance and guidance on the new attendance and billing system via a toll free number that they can call if experiencing challenges or questions when billing for hours of care provided.
- B. Providers will have access to client computers in local DHS offices for the purpose of utilizing computer terminals available for the automated billing process. Providers will also be allowed to print a monthly "Provider Report" from the DHS office, at no cost to themselves, provided

the computer is connected to a printer. If a printer is not available the Provider may request a hard copy of the Provider report from the Direct Pay Unit (DPU). DHS will determine the rules, hours, and process associated with maintaining this access.

- C. Training on the Child Care Billing and Attendance System (CCBAT) payment system: Training on the CCBAT payment system will be included in Provider orientations prior to implementation of the system.

### **Section 5. Overpayments.**

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

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

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

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

**Section 7. Billing for Absent Days.** Providers who meet the following criteria may bill DHS for up to five (5) absent days per month when:

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

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

## **ARTICLE 8 – COMPLETE AGREEMENT**

**Section 1.** Pursuant to their statutory obligations to bargain in good faith, the State and the Union have met in full and free discussion concerning matters in “employment

relations” as defined by ORS 243.650(7). This Agreement incorporates the sole and complete agreement between the State and the Union resulting from these negotiations.

**Section 2.** The Parties recognize the full right of the State to issue rules, regulations and procedures and that these rights are diminished only by the law and this Agreement, including interpretative decisions which may evolve pursuant to the proper exercise of authority given by the law or this Agreement.

**Section 3.** The State agrees to bargain over any change(s) it proposes to make to mandatory subjects of bargaining not covered by the Agreement pursuant to the Public Employee Collective Bargaining Act (PECBA). Changes to any of the terms and conditions contained in the Agreement may be made by mutual agreement or as otherwise allowed by ORS 243.702.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

**Section 1.** 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.** The Agencies encourage, whenever possible, the informal resolution approach between the Provider and Agencies over the application of the terms and conditions of the Collective Bargaining Agreement that are within their authority to administer.

**Section 3.** Grievances shall be filed within thirty (30) calendar days of the date the grievant or the Union knows or by reasonable diligence should have known of the alleged grievance. Once filed, the Union shall not expand upon the original elements and substance of the written grievance.

**Section 4.** Grievances shall be reduced to writing, stating the specific Article(s) alleged to have been violated, a clear explanation of the alleged violation, and the requested remedy. Grievances shall be processed in the following manner:

**Step 1** The ERDC program manager (or designee) or Union designee will review the grievance and within fifteen (15) calendar days of receipt, attempt to resolve it to the satisfaction of the parties. A good faith attempt will be made to convene a phone call so the parties can discuss the issues before a decision is rendered.

**Step 2** If the grievance is not resolved at Step 1 of the process a Notice of Appeal and appropriate filings may be filed in writing to the Employment Relations Board (ERB) for hearing within forty-five (45) calendar days from the date the Step 1 response was due or received, unless the Parties mutually agree to seek alternative dispute resolution assistance. The filing shall include the formal written grievance and any related information. The ERB shall have no authority to rule contrary to, amend, add to, subtract from, change or eliminate any of the terms of this Agreement. The Parties waive any right to appeal ERB decision at Step 2. The decision of the ERB shall be final and binding except for decisions made outside the scope of their authority as defined in this paragraph.

**Section 5. 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, facsimile (fax), date of e-mail or as otherwise agreed to by DHS, or designee, and the Union. If DHS fails to issue a response within the time limits, the Union may advance the grievance by written notice to the next step unless withdrawn by the Union. If the Union fails to meet the

specified time limits, the grievance shall be considered withdrawn and cannot be resubmitted.

**Section 6.** DHS is not responsible for any compensation of Provider or their representative for time spent investigating or processing grievances nor any travel or subsistence expenses incurred by a grievant or Union Steward in the investigation or processing of grievance.

**Section 7.** Each party shall bear the cost of its own presentation at Step 2, including preparation and post-hearing briefs, if any.

**Section 8.** At the conclusion of the ERB proceeding, the Parties shall share cost of filing and answer fees. Neither party will request representation costs or civil penalties under ERB rules.

## **ARTICLE 10 - NEUTRAL ENVIRONMENT AND NO DISCRIMINATION**

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

## **ARTICLE 11 - DUES AND FAIRSHARE**

### **Section 1. Dues and Voluntary Deductions.**



- A. DHS agrees to deduct the monthly membership dues, monthly special assessment, plus any additional voluntary deductions including, but not limited to political contributions and Union benefits such as life and legal insurance, from the subsidy payments(s) of those providers who individually request such deductions in writing.

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

- B. If there should be a break in providing child care subsidized by DHS for twelve (12) months or less by a provider, DHS shall use prior written authorization to reinstate all deductions and maintain Union status.
- C. Union shall indemnify and hold the Agency harmless against any and all claims, damages, suits, or other forms of liability which may arise out of any action taken or not taken by the Agency for the purpose of complying with provisions of this Section.

**Section 2. Fair Share.** In the event that statutory law changes permit the Agency to withhold fair share payments from license-exempt family child care providers participating in the subsidy program, the following fair share section will apply:

- A. All license-exempt family child care providers in the subsidy program who are not members of Union shall make fair share payments in-lieu of dues to Union.
- B. Fair share deductions shall be made in the first full month of provider service.

- C. Providers who exercise their right of non-association, for example, when based on a bona fide religious tenet or teaching of a church or religious body of which such provider is a member, shall pay an amount of money equivalent to regular monthly Union fair share dues to a non-religious charity or to another charitable organization mutually agreed upon by the provider and Union and such payment shall be remitted to the charity by the provider in accordance with ORS 243.666. At time of payment, the provider shall simultaneously send verifiable notice of such payment to DHS and the Union.
  
- D. Upon return from any break in providing child care subsidized by DHS reinstatement of fair share deduction shall occur for those Providers who were having fair share deduction immediately prior to said break in provision of child care.
  
- E. The fair share subsidy deduction and summary shall be in accordance with the membership deduction language outlined above.

## **ARTICLE 12 - RATE STRUCTURE**

DHS will maintain the maximum standard subsidy rate paid to license-exempt child care providers at 88 percent of the 75th percentile of the 2006 Oregon Child Care Market Rate Study and the enhanced rate at 95 percent of the 75th percentile of the 2006 Oregon Child Care Market Rate Study as follows.

**Group Area A**

**Portland, Eugene, Corvallis, Bend, Monmouth and Ashland areas**

<b>TYPE OF CARE</b>	<b>Current Standard Rate</b>	<b>Current Enhanced Rate</b>	<b>75<sup>th</sup> Percentile (2006 MRS)</b>
Infant Hourly	\$2.64	\$2.85	\$3.00
Infant Monthly	\$493	\$532	\$560
Toddler Hourly	\$2.64	\$2.85	\$3.00
Toddler Monthly	\$466	\$504	\$530
Preschool Hourly	\$2.64	\$2.85	\$3.00
Preschool Monthly	\$440	\$475	\$500
School Age Hourly	\$2.64	\$2.85	\$3.00
School Age Monthly	\$436	\$470	\$495

**Group Area B**

**Salem, Medford, Roseburg, Brookings and areas outside the metropolitan areas in Eugene and Portland**

<b>TYPE OF CARE</b>	<b>Current Standard Rate</b>	<b>Current Enhanced Rate</b>	<b>75<sup>th</sup> Percentile (2006 MRS)</b>
Infant Hourly	\$2.20	\$2.38	\$2.50
Infant Monthly	\$400	\$432	\$455
Toddler Hourly	\$2.20	\$2.38	\$2.50
Toddler Monthly	\$396	\$428	\$450
Preschool Hourly	\$2.20	\$2.38	\$2.50
Preschool Monthly	\$374	\$404	\$425
School Age Hourly	\$2.20	\$2.38	\$2.50
School Age Monthly	\$352	\$380	\$400

**Group Area C**

**Balance of State - (small towns and rural areas)**

<b>TYPE OF CARE</b>	<b>Current Standard Rate</b>	<b>Current Enhanced Rate</b>	<b>75<sup>th</sup> Percentile (2006 MRS)</b>
Infant Hourly	\$2.20	\$2.38	\$2.50
Infant Monthly	\$374	\$404	\$425
Toddler Hourly	\$1.98	\$2.14	\$2.25
Toddler Monthly	\$352	\$380	\$400
Preschool Hourly	\$1.76	\$1.90	\$2.00
Preschool Monthly	\$348	\$375	\$395
School Age Hourly	\$1.76	\$1.90	\$2.00
School Age Monthly	\$348	\$375	\$395

## **ARTICLE 13 – 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.** Meetings shall be held at least quarterly, but not more than monthly, at a time that is convenient for both Parties. Should the Parties agree no meeting is necessary, the meeting may be cancelled.

## **ARTICLE 14 – SAFETY AND QUALITY ENHANCEMENT**

The State will offer technical and financial assistance to Providers to help Providers meet DHS health and safety requirements:

- A. **Technical Assistance.** Providers, upon request, will receive technical assistance from the Child Care Resource and Referral network (CCR&R) to comply with DHS health and safety requirements. The local CCR&R that provides assistance may refer the Provider to other community service resources, when appropriate.
- B. **Financial Assistance.** Providers, upon request, and within the available funding, will receive financial assistance from the Child Care Resource and Referral Network (CCR&R) to comply with DHS health and safety requirements. The financial assistance will be available for the cost of equipment, including installation, or

facility repairs. The financial assistance shall not exceed two hundred and fifty dollars (\$250.00) for a single Provider unless authorized in advance by the DHS Child Care Program Manager or designee.

## **ARTICLE 15 – PROVIDER REQUIREMENTS**

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

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

**FOR THE STATE OF OREGON**

\_\_\_\_\_/\_\_\_\_\_  
Michael J. Jordan, Director  
Department of Administrative Services

\_\_\_\_\_/\_\_\_\_\_  
Steven J. Schafer, Interim Admin.  
Human Resources Services Division  
Department of Administrative Services

\_\_\_\_\_/\_\_\_\_\_  
Erinn Kelley-Siel, Director  
Oregon Department of Human Services

\_\_\_\_\_/\_\_\_\_\_  
Laurie Warner, Director  
Oregon Employment Department

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

\_\_\_\_\_/\_\_\_\_\_  
Heather Conroy, Executive Director  
SEIU Local 503, OPEU

\_\_\_\_\_/\_\_\_\_\_  
Portia Moye, Bargaining Chair

\_\_\_\_\_/\_\_\_\_\_  
Linda Burgin, Statewide President  
SEIU Local 503, OPEU

\_\_\_\_\_/\_\_\_\_\_  
Renee Cripe, Bargaining Team Member

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Larry Caird, Bargaining Team Member

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Kassandra Nichols, Bargaining Team Member

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Wanda Mae Winne, Bargaining Team Member

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Jennifer Schmidt, Bargaining Team Member

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Enrique Luna, Bargaining Team Member

\_\_\_\_\_/\_\_\_\_\_  
Rebekah Tobin-Whittaker, Negotiator  
SEIU Local 503, OPEU

## **LETTER OF AGREEMENT**

### **ARTICLE 14 – SAFETY AND QUALITY ENHANCEMENT**

The State supports evidence-based practices for young children for children’s development and age-appropriate skills. The State will engage a researcher to identify evidence-based best practices for the development of children in license-exempt child care. The State will engage a moderator to facilitate meetings with SEIU towards identifying practical recommendations for implementing in license-exempt provider homes. The State will commit up to \$50,000 toward supports, including tools, supplies and/or equipment needed to support implementation of the recommendations in the 2011-2013 biennium.

Implementation of the recommendations will begin no later than January 1, 2013.

## **LETTER OF AGREEMENT**

### **HEALTH INSURANCE**

The State will work with the Union to explore systems for Providers to access affordable, comprehensive health insurance coverage.

## **LETTER OF AGREEMENT**

### **PROCESS FOR FFN ORIENTATIONS AND ENHANCED RATE TRAINING DOCUMENT (PROCESS DOCUMENT)**

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

changes to the “Process for FFN Orientations and Enhanced Rate Trainings.” In addition, the Agencies agree to discuss questions or issues related to the application of the Process Document with the Union.

**LETTER OF AGREEMENT**

**TAX WITHHOLDING WORK GROUP**

The Parties agree to form a work group to research the potential options for withholding income taxes of self-employed child care providers. The work group will include up to three (3) representatives from each Party. Each Party shall select their work group members. Additional staff resources may be invited as subject matter experts. Members of the work group will be identified within three (3) months following the effective date of this Collective Bargaining Agreement.

**LETTER OF AGREEMENT**

**STATE ORGANIZATIONAL CHANGE**

In the event the organizational affiliation for the Department of Human Services Child Care Program or the Oregon Employment Department Child Care Division changes to a different agency or agencies of the state, the Union shall continue to be recognized as the certified representative of the license-exempt child care providers bargaining unit. In addition, the collective bargaining agreement shall remain effective through its term with the new state agency or agencies.