



2009 - 2011
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE DEPARTMENT OF ADMINISTRATIVE SERVICES,
ON BEHALF OF THE STATE OF OREGON**

AND

**THE AMERICAN FEDERATION OF STATE, COUNTY &
MUNICIPAL EMPLOYEES
CHILD CARE PROVIDERS TOGETHER**

As a result of ORS 657A.430 (SB 788) Representation of Certified and Registered Family Child Care Providers



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PARTIES TO THE AGREEMENT

This Agreement is between the State of Oregon acting by and through the Department of Administrative Services (State) and the American Federation of State, County and Municipal Employees (AFSCME) Child Care Providers Together on behalf of the Certified and Registered Family Child Care Providers pursuant to ORS 657A.430(6)(a) in Oregon.

PREAMBLE

As signatories to this document, AFSCME/Oregon Child Care Providers Together (known hereafter as “Union”) and the Oregon Employment Department and Oregon Department of Human Services (known hereafter as “Agencies”) agree to work in partnership to build a child care system that respects providers, empowers working families, and promotes safe, healthy development of children.

Agencies understand that child care providers are professionals who are essential to the development, education, and well-being of children. In all dealings with Union and providers, Agencies will:

- Treat everyone with respect and dignity.
- Start from an assumption that providers are well intentioned and doing the best they can with the information they have.
- Maintain a positive attitude in dealing with providers.
- Take time to listen to and understand providers’ needs.
- Offer support, assistance, and encouragement.
- Use authority within legal parameters, carefully and with thought.
- Promote statewide consistency that is flexible enough to meet individual situations without compromising the rules.

Union understands that the key to a successful system of childhood care and education is a strong, balanced infrastructure that addresses safety, quality, accessibility, and affordability. Union agrees to support and participate in developing a statewide system that includes the following elements:

- Programs that promote safety and quality, including:
 - Provider training and professional development. Providers should have access to training and programs in their first language.
 - Resource and referral
 - School age care
 - Regulation and enforcement
 - Infant and toddler programs
 - Community planning and supply building
 - Health Consultant

- Programs that support family self sufficiency, including:
 - Low income working families
 - Migrant and seasonal farm worker families
 - Parents in substance abuse treatment programs
 - Teen parents
 - Children with special needs or disabilities
 - Jobs program

Each of these elements has a significant role in ensuring the best outcomes for children and each interacts with others to build a system of child care and education in Oregon. Union and Agencies agree to work to strengthen the infrastructure and will encourage policy makers to consider the role of each element as a necessary support in a holistic system of services as funding decisions are made.

SECTION I - RECOGNITION

- A. The State recognizes the Union as the sole and exclusive agent representing all certified and registered family child care providers pursuant to ORS 657A.430(6)(a).
- B. There is intended to be no overlap among this population of child care providers and the population of child care providers covered in ORS 675A.430(6)(b) that refers license-exempt family care providers. Should any license-exempt family child care provider become certified or registered, AFSCME will be recognized as the sole and exclusive agent for that provider for purposes of this Agreement.

SECTION II - DUES AND FAIR SHARE DEDUCTION

1. **DUES**

DHS agrees to deduct the monthly membership dues plus any additional voluntary union deductions from the subsidy payment(s) of those providers who individually request such deductions in writing. The amount to be deducted shall be certified to DHS by the Treasurer of the Union, and the aggregate deductions shall be remitted no less frequently than monthly. DHS will provide an itemized statement, which will be sent to the Council 75 office.

The itemized statement shall include:

- Union ID
- Title: Dues paid information as of
- Date: MM/DD/CCYY
- Provider #
- Provider name
- Authorization begin date
- Authorization end date
- Union deduction amount
- Union deduction type

Amount pay claim
Claim number
Volunteer deduction flag
Total amount per deduction type

2. FAIR SHARE:

- a. All Oregon certified and registered family child care providers in the subsidy program who are not members of the 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 provided service beginning January 1, 2009 unless the parties have not executed the collective bargaining agreement. If the parties have not executed the agreement by January 1, 2009, the deductions will not occur until the first full month following the execution of the collective bargaining agreement.
- 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 provide 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 Union.
- d. The fair share subsidy deduction and summary shall be in accordance with the membership deduction language outlined above.

3. INDEMNIFICATION PROVISION

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 the provisions of this section.

SECTION III - DIRECT DEPOSIT

DHS will implement direct deposit for subsidy payments effective upon completion of necessary modifications to the payment system. The payment system does not include direct deposit of special checks. DHS will complete necessary system modifications by March 1, 2009. Providers will need to request implementation of direct deposit.

SECTION IV - HEALTH INSURANCE

Union and Agencies will work together to explore systems for Child Care Providers Together members to access affordable, comprehensive health insurance coverage.

SECTION V - EDUCATION AND TRAINING

1. Union and Agencies both recognize the importance of education and training in relation to the continuity and quality of child care. Research documents a relationship between a trained and stable child care workforce and positive child care outcomes. Providers who receive training are better equipped to provide long term quality child care. More individuals with experience of being a family child care provider should be given the opportunity to become trainers. Providers who have been trained to be trainers are able to provide trainings that allow for the information/curriculum to be delivered in a means that is better understood and implemented.
2. Union will form a training committee to work on training issues. The committee will discuss such training issues as training topics, levels, evaluation, and training and using more providers as trainers. Meetings will be scheduled to be held at a time, which allows providers to participate without interfering with the providers' business. Recommendations approved by Union's Training Committee shall be presented to the Training Quality Committee for response and/or action. Agencies will pay for up to two (2) Union represented providers to attend the Training Quality Committee (substitute care and mileage).

After attending a Training Quality Committee, providers will submit a paid invoice for the substitute care with a CCD Travel Voucher. CCD will pay the provider within thirty (30) calendar days of receiving the required paperwork. Substitute care cost shall be actual cost, not to exceed forty dollars (\$40) for one half day or eighty dollars (\$80) for a full day and mileage allowance shall not exceed the State approved mileage reimbursement rate.

3. Upon Union request, Agencies will provide representatives when available to attend Union committee meetings to hear concerns and assist with recommendations for the Training Quality Committee or appropriate subcommittee.
4. Copies of Union materials will be made available at statewide provider overview sessions and at DHS provider training sessions.
5. Union will be provided with a schedule of DHS child care provider trainings. Union may make a 20-minute presentation at DHS child care provider trainings and distribute and collect union membership applications.
6. Agencies will obtain and disseminate current information about available training opportunities on a timely basis. To ensure that all providers are aware of the training programs including standardized trainings, community offerings, distance education, statewide offerings and scholarship opportunities, Agencies shall post or allow sponsoring organizations and trainers to post information regarding the training program on the Internet, e-mail or by mail at the providers request at least quarterly. This information shall also be included in new provider packets and new provider overviews. The Union may apply to be a sponsoring organization under the Oregon Registry.
7. Should additional training funds become available, Agencies and the Union will work together to establish a training fund to assist providers with payment of:

- a. Class fees and required materials

- b. Mileage reimbursement for approved training
- c. Payment for substitute care of child care children and/or child care expenses for provider/helper's own children

SECTION VI - SUBSIDY ISSUES

1. Subject to Legislative Approval of 2009-2011 DHS budget, the maximum subsidy rates paid to licensed providers will continue at the 75th percentile of the 2006 market rate study. If the DHS budget is not approved, the parties will reconvene pursuant to Paragraph C of Section XII: Legislative Action.
2. DHS will maintain billing forms processing time of three to four days.
3. DHS will maintain the improvements to the JOBS Child Care payment process by:
 - a. Issuing JOBS billing forms in advance of care being provided.
 - b. Ensuring that once a JOBS billing form is issued, the form will not be cancelled and reissued in a lesser amount without permission from the provider.
 - c. Sending advance notice if a billing form will not be issued to a provider who is linked to the client on the JOBS system.
 - d. DHS will research the potential implementation for an automated billing process to submit billing forms and will update the Union on the status of the research by January 1, 2010.

SECTION VII - ALIGNMENT OF AGES AND POLICIES BETWEEN AGENCIES

Agencies will work to align definitions of infant, preschool, school age and special needs children. DHS will adjust their infant age to align with Child Care Division's (CCD) infant age.

SECTION VIII - PROVIDER RECORDS AND COMPLAINTS

1. Union will receive copies of the Agencies' manuals and annotated rules. Agencies will provide updates to the manuals and updated annotated rules as they occur. Union will receive notice of Agencies' proposed rulemaking.
2. If five percent of the population in the county or five percent of the eligible population in the county are limited English Proficiency speakers, CCD will provide critical CCD documents in their language, and DHS will provide the Provider Guide, including a sample translated Billing form and Provider Listing form in their language. Currently, the languages meeting these criteria include Spanish, Russian, Vietnamese, and Chinese. The Language Line Number (#), a translation service of AT&T or other similar service will be utilized for verbal communication needs.

3. CCD will provide copies of public materials in providers' files to the provider and the Union upon written request from the provider and the Union within twenty-one (21) days, unless not in conformance with Oregon Employment Department Administrative Procedures governing public record request following, of the receipt of the request. CCD records and retains in a provider's file information related to compliance with child care rules. The provider receives a copy of the compliance determination at the time of the determination or when the record is placed in the provider's file. Provider is given an opportunity to respond to the compliance determinations in writing to CCD.
4. CCD has a practice under which an observed noncompliance that is immediately correctable and does not involve serious health and safety violations may not be recorded as valid.
5. CCD will actively encourage callers making complaints to provide identifying information.
6. When a telephone inquiry is made to CCD about a provider's compliance history, complaints determined to be valid will be shared with the caller for ten years after the complaint investigation. Complaints determined to be unable to substantiate will be shared with the caller for two years after the complaint investigation. Complaints determined to be invalid will not be shared with the caller.
7. Electronic complaint records are on the file from January 1, 2004. For a more complete history, the Child Care Division encourages individuals to contact the Division.

SECTION IX - CRIMINAL HISTORY

Agencies will work together toward the ability to accept background checks performed by either agency, and will explore with Oregon State Police the possibility of improved access to fingerprint services.

SECTION X - INFORMATION AND PROVIDER LISTS

Agencies will provide updated provider lists to Union as requested but not more frequently than monthly. Union will request the information using standard agency forms. Agencies will provide the lists at no charge to Union unless the requests require additional staff time to prepare. The charge will reflect actual staff time required to prepare the list.

SECTION XI - GRIEVANCE PROCESS

If Union or Agencies desire a formal resolution of a dispute that arises concerning the application, meaning or interpretation of the Agreement, such grievance will be resolved as provided in this section.

1. A grievance process may be initiated by either party making a written request to the other party within thirty (30) calendar days of Agencies or Union having knowledge of the issue. The grievance will include:
 - a. A statement of the issue and relevant facts,
 - b. The specific provision or provisions of the Agreement at issue, and
 - c. The resolution sought.

2. The grievance process will include the following steps:
 - a. The Agency director 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.
 - b. If the grievance is not resolved at step one, the initiating party will request a grievance committee review within fifteen (15) calendar days. The Committee (comprised of one Union representative, one Agency representative, and one neutral third party agreed to by Agencies and Union) will convene within thirty (30) calendar days of the request and will make a recommendation to resolve the grievance to the parties within fifteen (15) calendar days.
 - c. The Agency director and Union designee will review the committee recommendation. The recommendation will be affirmed unless it is in conflict with statute or rule.
 - d. If a conflict with statute or rule exists, Agencies and Union will meet within thirty (30) days to determine the feasibility of modifying the rule or statute as necessary to meet the intent of the committee's recommendations.
 - e. Any costs related to the neutral party shall be split on an equal basis between Union and the Agency.

SECTION XII - LEGISLATIVE ACTION

1. Provisions of this Agreement not requiring legislative funding or statutory changes before such provisions can be put into effect, shall be implemented on the effective date of this Agreement unless otherwise specified herein.
2. Upon signing this Agreement, Agencies will incorporate into the agency request budget process, any policy option packages necessary to implement this Agreement.
3. Should the Legislative Assembly or the Emergency Board fail to enact or adopt matters submitted to them under the preceding section, then the State shall immediately meet with Union and agree on modifications or substitutions for the affected portion or portions of this Agreement.

SECTION XIII - REOPENING PROVISIONS DISCUSSION

In the event any provision of this Agreement is declared invalid by any court of competent jurisdiction, then only such portion or portions shall become null and void and the balance of the

Agreement remain in effect. The State and Union agree to immediately meet and agree upon a substitute for the portion or portions of the Agreement so affected and to bring it into conformance therewith not over sixty (60) days after notification unless extended by mutual agreement.

SECTION XIV - LAWS AND REGULATIONS

This Agreement is subject to all applicable existing and future state and federal laws and regulations.

SECTION XV - CONTINUED MEETINGS

1. The State and affected Agency, as appropriate, and Union will meet on a quarterly basis.
2. These meetings shall be held at a time that is convenient for providers to attend. Should the Union and State agree no meeting is necessary, it may be cancelled.

SECTION XVI - SUCCESSOR COLLECTIVE BARGAINING

If one of the parties desires to modify the Agreement, they shall notify the other party in writing no less than one hundred and eighty (180) days prior to the termination of this Agreement.

SECTION XVII - COMPLETE AGREEMENT

1. This Agreement is the full and complete Agreement between the State and Union resulting from negotiations held pursuant to ORS 657A.430. It is acknowledged that, during negotiations which resulted in this Agreement, each and all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for these negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.
2. This Agreement supersedes all prior written agreements.

SECTION XVIII - DEFINITIONS AND TERMS

Day:	Calendar day unless otherwise specified.
CCD:	The Child Care Division of the Oregon Employment Department. CCD may be used to refer to the staff of the Child Care Division.

DHS:	The Department of Human Services. DHS may be used to refer to the staff of the Department of Human Services.
Director:	The person who is identified as the head of an agency.
Core Knowledge Categories:	The core body of knowledge for Oregon’s Childhood Care and Education Profession as defined by the Oregon Center for Career Development in Childhood Care and Education at Portland State University.
The Oregon Registry:	The voluntary registry at the Oregon Center for Career Development in Childhood Care and Education at Portland State University that documents the training, education, and experience of individuals who work in childhood care and education.
Provider:	The person in whose name the license for a registered or certified family child care home is issued.
Registered Family Child Care Provider:	A person who is a licensed registered family child care home provider, who may provide child care for up to 10 children.
Certified Family Child Care Provider:	A person who is a licensed certified family child care provider, who may provide child care for up to 16 children.
Exempt Child Care	Care that is provided by a person and who is not required to be licensed.
Chair:	Person who is given the responsibility to facilitate and provide support to a group or committee.
Policy:	A written plan or course of action representing general goals and acceptable governing practice for agencies to follow.
Complaint:	An allegation that a provider is in violation of the statute or administrative rules that governs child care.
Primary Language of the Provider:	The language the provider identifies as preferred for receiving information.
Oregon Administrative Rules (OAR):	Any agency directive, standard, regulation or statement of general applicability that implements, interprets or prescribes law or policy, or describes the procedure or practice requirements of any agency. [ORS 183.310(9)]
Oregon Revised Statutes (ORS):	The laws of Oregon.
Eligible Union Members:	Licensed Registered Family Home Child Care Providers and Licensed Certified Family Home Child Care Providers.
Complaint Findings:	The determination made by CCD staff resulting from an investigation of a complaint.
Valid:	There is evidence that the noncompliance occurred.
Invalid:	There is evidence that the noncompliance did not occur.
Unable to Substantiate:	There is conflicting evidence or evidence is not available on whether the noncompliance occurred.
Serious Health and Safety Violation:	One or more of the following: Children are in imminent danger, there are more children in care than allowed by license capacity, corporal punishment is being used, children are not being supervised, multiple or serious fire, health or safety hazards are present in the home, extreme unsanitary conditions are present in the home or adults are in the home who are not enrolled in the Criminal History Registry.

ACRONYMS:

OCCD:	Oregon Center for Career Development in Childhood Care and Education at Portland State University
ODE:	Oregon Department of Education
CCDF:	Child Care and Development Funds
CCR&R's:	Child Care Resource and Referral Agencies
HR:	Human Resource

This is not an exhaustive list of definitions and terms. These definitions and terms are subject to change pursuant to CCD or DHS authority to promulgate rules and procedures consistent with case law and enabling statutes.

SECTION IXX- NOTICES

The Agencies will provide the Union with copies of each mass mailing sent to AFSCME Represented family child care providers.

SECTION XX - UNION ACTIVITY

1. The State agrees that no provider, on account of membership or non-membership, shall be discriminated against, intimidated, restrained or coerced in or on account of the exercise of rights granted by the collective bargaining agreement or in protected activities on behalf of the Union.
2. The State agrees that protected Union activity conducted by the providers during child care hours will not constitute other work.
3. Such rights and protected Union activities shall not interfere with, jeopardize or violate rules and regulations with respect to the safety and welfare of the children in the care of the provider.

SECTION XXI - TERMS OF AGREEMENT

This Agreement shall be in effect upon its execution and except as amended or modified, shall remain in full force and effect until June 30, 2011.

APPENDIX A

FAMILY CHILD CARE PROVIDER BILL OF RIGHTS

All family child care providers have:

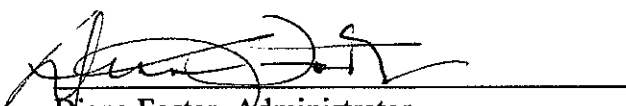
1. The right to be treated as a professional with courtesy, dignity, consideration and respect.
2. The right to be given the same consideration and treatment as all other providers regardless of race, color, religion, gender, sexual orientation, national origin, political affiliation, disability, marital status, age or union affiliation.
3. The right to file a complaint with the appropriate agency when provider believes they have been discriminated against because of race, color, religion, gender, sexual orientation, national origin, political affiliation, disability, marital status, age or union affiliation.
4. The right to request and be given a new licensing specialist for cause one time so long as staffing allows in that area.
5. The right to receive written information such as notices and explanation in provider's primary language as provided for in law and agency policy.
6. The right to receive written notice of any changes to payment or programs that affect families receiving state subsidies.
7. The right to have the information in their own provider file kept confidential, except as otherwise provided for by state and federal law.
8. The right to review all information in their provider file, except as otherwise provided for by state and federal law.
9. The right to require representatives of Agencies to show photo identification and leave a business card.
10. The right to be advised by the Agency of the type of visit.
11. The right during all visits to be treated professionally and receive an objective impartial assessment.
12. The right to request a witness to observe and document any visit including compliance visits, so long as it does not delay the compliance visit.
13. The right to receive an accurate report of the visit including the evaluator's findings listing each observed deficiency. The description of the evaluator's observation shall include a clear explanation of why the existing condition constitutes a deficiency and the provider's explanation of the deficiency.
14. The right to be informed of the evaluator's supervisor and his/her contact information.

15. The right to be given technical assistance by the agency if provider receives a compliance visit that identifies “valid” out of compliance issues.
16. The right to have CCD complaint allegations found “valid” before registration or certification is revoked or suspended. Once a complaint is found valid, and action is taken on the license, CCD may send letters to parents. Letters are not sent to parents during the course of an investigation except for open investigations of criminal conduct and child abuse.
17. The right to have a Union representative present during any interactions so long as it does not delay the interaction.

Signed this 1st day of September 2009, in Salem, Oregon.



Scott Harra, Director
Department of Administrative Services



Diana Foster, Administrator
Human Resource Services Division (HRSD)
Department of Administrative Services



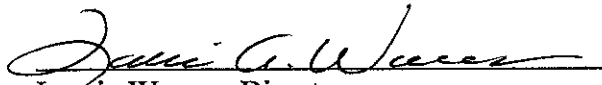
Eva M. Corbin, Deputy Admin, LRU
Human Resource Services Division (HRSD)
Department of Administrative Services



Bruce Goldberg, M.D., Director
Oregon Department of Human Services



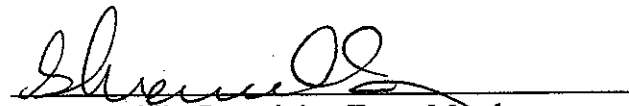
Erinn Kelley-Siel, Interim Director
Oregon Department of Human Services
Children, Adults and Families Division



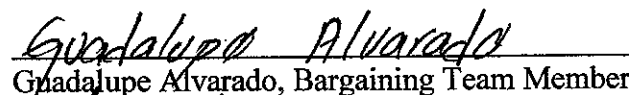
Laurie Warner, Director
Oregon Employment Department



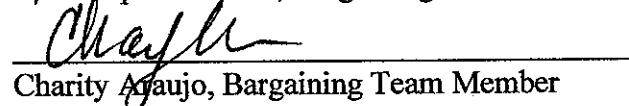
Ken Allen, AFSCME
Council 75 Executive Director



Shanna Aldis, Bargaining Team Member

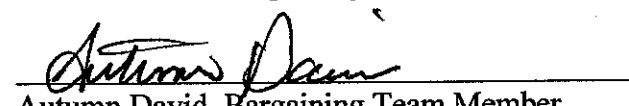


Guadalupe Alvarado, Bargaining Team Member



Charity Ajaujo, Bargaining Team Member

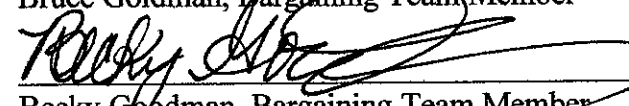
Ruth Crawmer, Bargaining Team Member



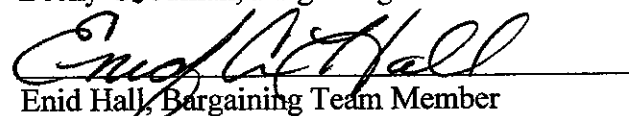
Autumn David, Bargaining Team Member



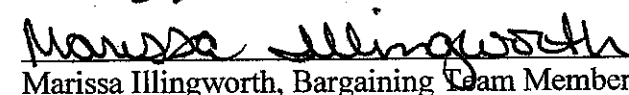
Bruce Goldman, Bargaining Team Member



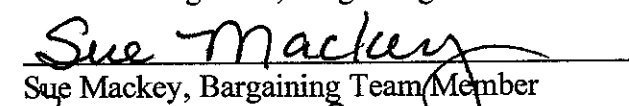
Becky Goodman, Bargaining Team Member



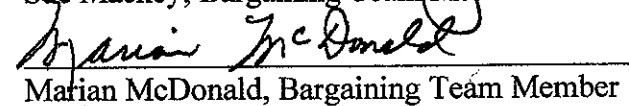
Enid Hall, Bargaining Team Member



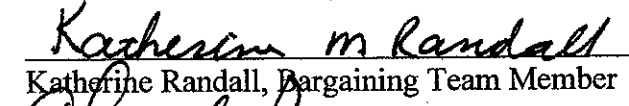
Marissa Illingworth, Bargaining Team Member



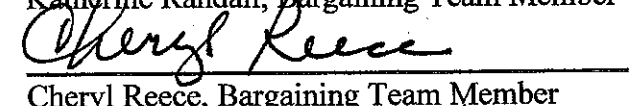
Sue Mackey, Bargaining Team Member



Marian McDonald, Bargaining Team Member



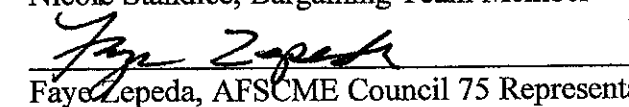
Katherine Randall, Bargaining Team Member



Cheryl Reece, Bargaining Team Member



Nicole Standlee, Bargaining Team Member



Faye Lepeda, AFSCME Council 75 Representative

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