

AGREEMENT

between

**SEIU HEALTHCARE
MINNESOTA**

and the

STATE OF MINNESOTA

July 1, 2017~~15~~ through June 30, 2019~~17~~

TABLE OF CONTENTS

PREAMBLE.....	X
DEFINITION OF TERMS	X
ARTICLE 1 – UNION RECOGNITION.....	X
ARTICLE 2 – NON-DISCRIMINATION	X
Section 1 – Prohibition Against Discrimination	X
Section 2 – Union Activity.....	X
Section 3 – Program Participants Rights	X
ARTICLE 3 – PROGRAM PARTICIPANT RIGHTS	X
ARTICLE 48 – COMPENSATION	X
ARTICLE 59 – PAID TIME OFF	X
<u>ARTICLE 6 –PAY FOR WORK ON A HOLIDAY</u>	<u>X</u>
<u>ARTICLE 7 –CAREER DEVELOPMENT FOR INDIVIDUAL PROVIDERS</u>	<u>X</u>
ARTICLE 87 – GRIEVANCE AND DISPUTE RESOLUTION	X
Section 1 – Intent.....	X
Section 2 – Definition.....	X
Section 3 – Grievance/Dispute Resolution Procedure.....	X
Section 4 – Expedited Arbitration	X
Section 5 – Time Limits	X
ARTICLE 944 – BACKGROUND CHECKS	X
ARTICLE 10 – TRAINING <u>AND ORIENTATION</u>	X
Section 1 – Purpose	X
Section 2 – The Committee	X
Section 3 – Orientation	X
Section 4 – Financing	X
ARTICLE 1143 – REGISTRY	X
ARTICLE 12 – STATE-PROVIDER COOPERATION COMMITTEE.....	X
<u>ARTICLE 13 –ACCESS TO VACCINATION INFORMATION</u>	<u>X</u>
ARTICLE 144 – UNION RIGHTS	X
Section 1 – Dues Check-Off	X

Section 2 – Employee List..... X
Section 3 – Bulletin Boards and Intermediary Offices..... X
Section 4 – Orientation Materials..... X
Section 5 – Website..... X
Section 6 – Union Representatives X
Section 7 – Copies of Notices to Fiscal Intermediaries..... X
Section 8 – Indemnity..... X

ARTICLE [155](#) – MANAGEMENT RIGHTS..... X

ARTICLE [166](#) – FISCAL INTERMEDIARY [ROLES AND RESPONSIBILITIES](#)..... X

ARTICLE [1744](#) – DURATION X

ARTICLE [1845](#) – SEVERABILITY X

ARTICLE [1946](#) – COMPLETE AGREEMENT..... X

ARTICLE [2047](#) – APPROPRIATION..... X

1 **PREAMBLE**

2

3 This Agreement is made and entered into this 22nd day of May, 2017~~5~~ by and
4 between the State of Minnesota, hereinafter referred to as the "State," and SEIU Healthcare
5 Minnesota, hereinafter referred to as the "Union."

6

7 This Agreement has as its purpose the promotion of harmonious relations, with mutual dignity
8 and respect, between the parties; the establishment of an equitable and peaceful procedure for
9 the resolution of differences; the establishment of rates of pay and other conditions of
10 employment; and to express the full and complete understanding of the parties relative to all
11 terms and conditions of employment covered by the Agreement.

12

13 The State and the Union share a commitment to strengthening and improving the home care
14 programs on which people with disabilities and seniors rely. The State and the Union agree that
15 recipients of in-home care should be provided with the highest possible quality of services and
16 supports consistent with the principles of self-direction. We also agree that a stable, sufficient
17 workforce is essential in helping people with disabilities and seniors live, work, and participate
18 in their communities.

19

20 The parties recognize the importance of involving both Individual Providers and Participants in
21 strategy decisions and policymaking, and that nothing in this Agreement is intended to
22 supersede or interfere with the principles of participant self-direction.

23

1 The parties also recognize and respect the critical services provided by Individual Providers,
2 their professionalism and dedication, and the importance of their contribution to the development
3 of the best possible workforce and the delivery of high quality services to self-directed program
4 participants in the State of Minnesota.

5

6 The parties acknowledge that the State is the employer of Individual Providers for purposes of
7 collective bargaining as defined under Minnesota Statutes Section 179A.54.

8

9 If the parties mutually agree during the term of this Agreement, the Agreement may be modified
10 by additional provisions relating to specific conditions covering the terms of employment stated
11 herein. Any Agreement which is to be included as a part of this Agreement must so indicate,
12 must be reduced to writing, and must be signed by the parties to this Agreement.

13

1 **DEFINITION OF TERMS**

2

3 The following terms shall be interpreted as indicated below when used in this Agreement:

4

5 (a) "Direct Support Services" means personal care assistance services covered by Medical
6 Assistance; assistance with activities of daily living (ADLs) and instrumental activities of daily
7 living (IADLs); and other similar, in-home long-term services and supports provided to an
8 elderly person or a person with a disability by their employee or the employee of their
9 representative to meet such person's daily living needs and ensure that such person may
10 adequately function in the person's home and have safe access to the community.

11

12 (b) "Covered Program" means a program providing direct support services funded in whole or
13 in part by the State of Minnesota, including the Community First Services and Supports
14 (CFSS) program; Consumer Directed Community Supports (CDCS) services and extended
15 state plan personal care assistance services available under programs established pursuant
16 to home and community-based service waivers and under the alternative care program; the
17 Personal Care Assistance Choice (PCA Choice) program; the Consumer Support Grant
18 (CSG) program; and any similar program that may provide similar services in the future.

19

20 (c) "Individual Provider," also known as "Direct Support Worker," means an individual selected
21 by and working under the direction of a participant in a covered program, or a participant's
22 representative, to provide direct support services to the participant, but does not include an
23 employee of a provider agency, subject to the agency's direction and control commensurate
24 with agency employee status.

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(d) "Program Pparticipant" or "Participant" means a person who receives direct support services through a covered program.

(e) "Participant's Representative" means a Pparticipant's legal guardian or an individual having the authority and responsibility to act on behalf of a Pparticipant with respect to the provision of direct support services through a covered program.

(f) "Fiscal Intermediary" means the Fiscal Support Entity or Fiscal Management Service that provides support to participants and participant's representatives with regard to employing Individual Providers. Prior to the implementation of a new fiscal management structure, PCA Choice Provider Agency shall be included in the definition of Fiscal Intermediary.

1 **ARTICLE 1. UNION RECOGNITION**

2

3 The State recognizes the Union as the exclusive representative under Minnesota Public
4 Employee Labor Relations Act (PELRA) for all Individual Providers in the bargaining unit certified
5 by the Bureau of Mediation Services in Case Number 15PCE0010. The Union shall have the
6 rights and duties as prescribed by Minnesota Statutes Section 179A.54 and other applicable
7 provisions of PELRA and as set forth in this Agreement.

8

9 The State shall not, during the life of this Agreement, meet and negotiate within the meaning of
10 PELRA with any other employee organization or any individual employee with respect to the
11 terms and conditions of employment of the employees covered by this Agreement.

1 **ARTICLE 2. NON-DISCRIMINATION**

2

3 **Section 1. Prohibition Against Discrimination.** The provisions of this Agreement shall be
4 applied to all Individual Providers without discrimination as to sex, marital status, sexual
5 orientation, race, color, religion, disability, national origin, veteran status, union membership
6 status, current or former public assistance recipient status, age, or political affiliation.

7

8 **Section 2. Union Activity.** The State shall not discriminate against, interfere with, restrain or
9 coerce an Individual Provider from exercising her or his right to join or not join the Union, to serve
10 in an elected or appointed position with the Union, or to participate in any other official capacity
11 on behalf of the Union. The State shall remain neutral on the question of whether Individual
12 Providers should join the Union under PELRA. The State shall also require that all Fiscal
13 Intermediaries with which it contracts shall remain neutral on the question of whether Individual
14 Providers shall join the Union. All questions addressed to the State or its Fiscal Intermediaries
15 by Individual Providers concerning membership in or representation by the Union under PELRA
16 shall be referred to the Union.

17

18 **Section 3. Program Participants Rights.** This Article does not apply to the Program
19 Participants' sole and undisputed rights provided in the law, including the selection and
20 termination of employment of Individual Providers.

21

1 **ARTICLE 3. PROGRAM PARTICIPANT RIGHTS**

2

3 This Agreement shall not diminish in any way the rights of Program Participants to:

4

5 1) select a service model of their choice;

6 4)2) select, hire, direct, train, supervise, and terminate the employment of their Individual

7 Providers;

8 2)3) determine levels of service;

9 3)4) determine the work schedule of Individual Providers in their employ;

10 4)5) manage individual service budgets, within the limits established by the State's covered

11 programs;

12 5)6) determine Individual Provider wages in accordance with Article 49 of this Agreement; and,

13 6)7) receive direct support services from Individual Providers not referred to them through a

14 state registry.

15

16 No actions taken by the Program Participant, or Participant's Representative, with respect

17 to this Article or any other participant rights shall be subject to the grievance and arbitration

18 procedures provided for in this Agreement.

19

20 This Agreement shall not be interpreted to require the State to release confidential personal

21 information regarding any Program Participant to the Union, without the express written

22 consent of a Program Participant, or Participant's Representative.

23 Personal information includes, but is not limited to, Program Participants' names, addresses,

24 telephone numbers, and email addresses.

1

2 The Union and State agree that standards of confidentiality of Pparticipant data should be
3 followed in accordance with applicable state and federal law. Union representatives shall
4 maintain confidentiality regarding Pprogram Pparticipants and shall not disclose personal
5 information about a Pprogram Pparticipant obtained from any source unless the Pprogram
6 Pparticipant, or Pparticipant's Rrepresentative, has authorized the disclosure in writing or legal
7 proceedings compel the disclosure.

8

9

1 **ARTICLE 48. COMPENSATION**

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3 Effective July 1, ~~2015~~2017, the minimum hourly wage rate for all Individual Providers shall be
4 \$13.000.75.

5

6 ~~Effective July 1, 2016, the minimum hourly wage rate for all Individual Providers shall be \$11.00.~~

7

8 Program Pparticipants or their representatives shall have the ability to choose to pay Individual
9 Providers wage rates above the levels established by this contract and in accordance with the
10 parameters established under covered programs.

11

1 **ARTICLE 59. PAID TIME OFF**
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3 Paid Time Off accruals shall be managed by each Fiscal Intermediary. An Individual Provider
4 shall accrue one (1) hour of Paid Time Off for every forty-three (43) ~~forty-two (42)~~ hours worked
5 in covered programs.

6
7 In order to utilize Paid Time Off, an Individual Provider must have worked at least six hundred
8 (600) hours in covered programs.

9
10 An Individual Provider must obtain the express consent of his or her participant/client in order to
11 use PTO.

12
13 An Individual Provider may carry over up to eighty (80) hours of PTO from one State fiscal year
14 to the next.

15
16 Up to eighty (80) hours of accrued PTO shall be cashed out upon termination of all employment
17 managed by a Fiscal Intermediary.

18

1 ARTICLE 6. PAY FOR WORK ON A HOLIDAY

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3 An Individual Provider shall be paid at 1.5 times his or her normal rate of pay for all hours worked
4 on the July 4 holiday.

5

6 In addition, for the Thanksgiving holiday on November 22, 2018 only, an Individual Provider shall
7 be paid at 1.5 times his or her normal rate of pay for all hours worked on that day.

8

1 ARTICLE 7. CAREER DEVELOPMENT FOR INDIVIDUAL PROVIDERS

2
3 The State and the Union recognize the need for career development for Individual Providers to
4 align compensation with skills and experience. Initial strategies will focus on Individual Providers
5 supporting Participants with complex needs whose plans include at least twelve (12) hours of
6 services each day.

7
8 Aligning compensation with skills and experience will enable Participants with complex needs to
9 attract Individual Providers in a competitive marketplace.

10
11 The State and the Union will develop recommendations for the DHS Commissioner or the
12 Commissioner's designee for strategies for career development for Individual Providers,
13 including additional financial incentives for Individual Providers to work for Participants with
14 complex needs.

1 **ARTICLE 87. GRIEVANCE AND DISPUTE RESOLUTION**

2
3 **Section 1. Intent.** The purpose of this procedure is to secure, in the easiest and most efficient
4 manner, resolution of grievances.

5
6 The State and the Union commit to resolving conflict in a responsible manner, and to the use of
7 mediation and conflict resolution procedures when appropriate.

8
9 The State and the Union agree that Individual Providers and Union representatives should make
10 every effort to resolve concerns on an informal basis at the earliest opportunity. Accordingly, if
11 the dispute involves the actions of a Fiscal Intermediary, the Individual Provider and/or the Union
12 shall address the issue through informal means with the Fiscal Intermediary prior to the initiation
13 of the grievance process with DHS.

14
15 **Section 2. Definition.** For the purposes of this Agreement, a grievance shall be defined as a
16 dispute or disagreement as to the interpretation or application of any term or terms of this
17 Agreement.

18
19 **Section 3. Grievance/Dispute Resolution Procedure.**

- 20
- 21 • Step 1: Informal Resolution
 - 22 ○ The Individual Provider and/or a Union representative may confer with the DHS-
 - 23 designated representative and attempt to resolve the issue informally.

1 ○ Where issues arise involving a Fiscal Intermediary, in recognition of the partnership with
2 Fiscal Intermediaries, the Individual Provider and/or a Union representative may contact
3 the Fiscal Intermediary and attempt to resolve the issue informally. A DHS-designated
4 representative shall be included in or copied on all such communication between the
5 Individual Provider and/or Union representative and the Fiscal Intermediary.

6 ○

7 ● Step 2: Written Grievance

8 ○ ~~If the grievance is not resolved at Step 1,~~ If the Union wishes to initiate a formal grievance,
9 the Union representative, with or without the Individual Provider, shall, on a form supplied
10 by the Union, set forth the grievance in writing, including a statement of the pertinent facts
11 surrounding the grievance, the date on which the incident occurred, the alleged violations
12 of the Agreement, and the specific remedy requested.

13 ○ The written grievance shall be submitted to the DHS-designated representative within
14 twenty one (21) calendar days of the occurrence of the alleged violation or within twenty
15 one (21) calendar days of when the Individual Provider or the Union could reasonably
16 have been aware of the incident or occurrence giving rise to the grievance. The written
17 grievance shall be submitted by email.

18 ○ The DHS designee shall ~~meet with the grievant and his or her~~ contact the Union
19 representative within seven (7) calendar days of receipt of the written grievance, and
20 schedule a meeting in order to discuss and resolve the grievance. Subsequent to this
21 meeting, ~~if the grievance remains unresolved,~~ DHS shall provide a written response to
22 the grievance to the Union by email within ~~seven (7)~~ ten (10) calendar days from the date
23 the parties met to discuss the grievance. If the response does not resolve the grievance,

1 the Union may, within twenty-one (21) calendar days of ~~receipt of the response~~ the date
2 the written response is given or due, proceed to Step 4, Arbitration.

3 • Step 3 (Optional): Mediation

- 4 ○ As an alternative prior to final and binding arbitration in Step 4, if the grievance is not
5 resolved in Step 2 the parties may choose by mutual agreement to submit the matter to
6 mediation through the Minnesota Bureau of Mediation Services (“BMS”) to resolve it.

7 • Step 4: Arbitration

- 8 ○ If the grievance is not settled at Step 2 or Step 3, the Union may ~~refer it~~ appeal the
9 grievance in writing, within the time frames noted above, to final and binding arbitration.
10 The written appeal must be submitted to the Assistant State Negotiator of Minnesota
11 Management and Budget or the Minnesota Management and Budget Commissioner’s
12 designee. Any grievance that is not appealed in writing by the Union to the Assistant
13 State Negotiator or the Minnesota Management and Budget Commissioner’s designee
14 within twenty-one (21) calendar days after DHS’s written answer is submitted or due shall
15 be waived.

- 16 ○ The arbitration proceeding shall be conducted by an Arbitrator to be selected from a panel
17 of seven (7) arbitrators obtained from BMS. The Arbitrator shall be selected from the
18 panel by the following method: the Union and the State shall each strike names from the
19 list, alternating choices of names to strike, until only one arbitrator remains. The
20 remaining arbitrator shall hear the grievance and decide the case. The party that strikes
21 first shall be determined by coin toss.

- 22 ○ The award of the Arbitrator shall be final and binding upon both parties.

- 1 ○ The parties shall each pay one half (1/2) the costs or fees, if any, of the Arbitrator. Each
2 party shall be responsible for its own costs, including the costs of representation,
3 advocacy and the costs of that party's appointed representatives.
- 4 ○ The Arbitrator shall be without power to amend, modify, nullify, ignore, add to, or subtract
5 from the provisions of this Agreement. The Arbitrator shall consider and decide only the
6 specific issue submitted in writing by the State and the Union, and shall have no authority
7 to make a decision on any other issue not so submitted.
- 8 ○ The Arbitrator shall be without power to make decisions contrary to, or inconsistent with,
9 or modifying or varying in any way the application of laws, rules or regulations having the
10 force and effect of law.

11

12 **Section 4. Expedited Arbitration.** If both parties mutually agree in writing, the parties may
13 skip any of the steps of the grievance procedure and utilize an expedited arbitration procedure
14 for mutually identified grievances in the interest of achieving swift and economical resolution of
15 those grievances. Selection of the arbitrator and distribution of arbitrator costs and fees among
16 the parties shall follow the same procedure as outlined under the Step 4 Arbitration procedure.
17 All decisions are final and binding on the parties, but shall not be considered as precedential in
18 any other proceeding or matter. The hearing shall last no more than three (3) hours unless
19 mutually agreed to by the parties.

20

21 **Section 5. Time Limits.** The State and the Union agree that the time limits provided in this
22 Article are essential to the prompt and orderly resolution of any grievance, and that each will
23 abide by the time limitations. Days will be counted by excluding the first day and including the

1 last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will
2 be the next day that is not a Saturday, Sunday or holiday.

3

4 Any grievance not properly presented in writing and within the time limits specified, or any
5 grievance not moved to the next step within the specified time limits shall be considered to have
6 been withdrawn. If the State fails to meet the time limits specified, the Union may move the
7 grievance to the next step. Time limits may be extended only by mutual agreement of the parties.

1 **ARTICLE 911. BACKGROUND CHECKS**

2

3 Individual Providers shall not be required to pay for the cost of any required background checks,

4 [including fingerprinting.](#)

1 **ARTICLE 10. TRAINING AND ORIENTATION**

2

3 **Section 1. Purpose.** The State and the Union recognize the importance and value of Individual
4 Provider training, ~~and~~ education, and preparation to perform support services Program
5 Participants require. To enhance the quality of home care services provided to Pprogram
6 Pparticipants by Individual Providers and to improve the safety of home care work for both
7 Individual Providers and Pprogram Pparticipants, the State and the Union agree to establish
8 continue and further develop the work of the a Training and Orientation Committee. The goal of
9 the Committee's work is to make available voluntary training programs, ~~and~~ required orientation
10 programs for all Individual Providers, and stipends of \$500 for up to 5,000 Individual Providers
11 who have completed designated, voluntary trainings made available through or recommended
12 by the Committee. The Committee may consider developing training programs that pay
13 experienced Individual Providers to provide on-the-job training to new Individual Providers
14 serving the same Program Participant.

15

16 **Section 2. The Committee.** The Training and Orientation Committee shall consist of no more
17 than six (6) DHS-designated representatives and no more than six (6) Union representatives.
18 The Training and Orientation Committee shall determine training and orientation needs and
19 priorities, evaluate options for training and orientation subject matter, the frequency and
20 locations of trainings and orientations, and potential partnerships with other organizations and/or
21 academic institutions for the provision of trainings, and make recommendations to the
22 Commissioner of DHS or designee.

23

1 **Section 3. Orientation.** All newly hired Individual Providers are required to complete an
2 orientation to the State's home care programs. Orientation content shall include, at a minimum:
3 principles of independent living and self-direction; prevention of fraud and abuse; basic
4 operational procedures (e.g., filling in time-sheets); ~~and~~ HIPAA compliance and confidentiality
5 for program participants; and a list of public health clinics in each county that offer vaccines.
6

7 **Section 4. Financing.** ~~Effective July 1, 2016, t~~The State agrees to provide \$250,000 per year
8 to the Training and Orientation Committee for providing trainings and orientation to Individual
9 Providers. In addition for fiscal years 2018 and 2019 only, \$400,000 will be added each year for
10 trainings and orientation.
11

12 The State also provides one-time funding of \$2.5 million effective July 1, 2018 for stipends of
13 \$500 for up to 5,000 Individual Providers who complete designated, voluntary trainings made
14 available through or recommended by the Training and Orientation Committee.
15

16 The Training and Orientation Committee shall recommend a budget and DHS shall ensure all
17 expenditures are made in accordance with DHS policies and state law.
18
19

1 **ARTICLE 1143. REGISTRY**

2
3 The State and the Union agree that the creation of a Minnesota Home Care Registry – an online
4 (and/or telephone) matching service for program participants seeking workers and Individual
5 Providers seeking work to voluntarily use in order to find one another – would be a significant
6 step forward in improving the stability of the State’s home care workforce. Participants who
7 choose to self-direct need reliable access to workers for both permanently scheduled hours and
8 respite services, and home care workers need reliable access to their desired number of work
9 hours.

10

11 The goal of the ~~Such a~~ registry is to would improve pParticipants’ ability to find Individual
12 Providers with desired qualifications for needed services, and to enable Individual Providers to
13 find work. It would also improve Individual Providers’ ability to take time off with the assurance
14 that the Pparticipant will continue to receive quality services.

15

16 By January 1, 2016, tThe State-Provider Cooperation Committee shall create- continue to make
17 recommendations to a plan and recommend a plan to the Commissioner of DHS or designee for
18 the implementation, further development of, and improvements to, the –testing, and
19 implementation of a new matching registry for Pprogram Pparticipants and Individual Providers.

20 The State, upon request of the Union, shall meet and confer regarding any concerns the Union
21 may have related to the implementation or operation of the registry.

22

1 **ARTICLE 12. STATE-PROVIDER COOPERATION COMMITTEE**

2

3 The State and the Union support a cooperative relationship between the parties, characterized
4 by trust, respect, and a shared commitment to improving the quality of the home care services
5 ~~Program~~ ~~Participants~~ receive. In order to foster such a cooperative relationship, the parties
6 agree to ~~establish~~ continue and further develop the work of the a joint State-Provider
7 Cooperation Committee to deal with mutually identified issues through a problem-solving
8 approach, and make related recommendations to the Commissioner of DHS or designee.

9

10 The Committee shall be composed of a mutually agreed upon number of representatives from
11 the State and the Union. The Committee shall meet at least once per month, unless mutually
12 agreed otherwise. The parties understand that the Committee is not intended to replace or
13 substitute for the work of other councils, task forces, or other entities established by DHS to
14 issue recommendations on home and community based services policy ~~the Implementation~~
15 ~~Council~~. Committee meetings shall not be considered or used as a bargaining forum, or to make
16 any specific amendments to the Agreement, nor shall they be considered or used as a substitute
17 for the grievance procedure.

18

19 The Committee shall identify and address issues of mutual concern specific to Individual
20 Providers working in covered programs. The Committee shall be authorized to deliver to DHS
21 and the Union recommendations regarding mutual areas of concern, including but not limited
22 to: ~~development and implementation of new orientation programs~~; implementation of the
23 Community First Services and Supports (CFSS) program; continued development and
24 improvement of the ~~investigation of options for creation of a~~ matching registry for program

1 participants and Individual Providers; [the initial strategies for career development described in](#)
2 [Article 7](#); and any other mutually agreed upon areas of discussion.

3

4 The Committee is authorized to establish subcommittees on specific issues. These
5 subcommittees may include representatives of the State or of the Union who do not serve on
6 the full Committee. The Committee shall be responsible for coordinating the activities of the
7 subcommittees.

8

9

1 ARTICLE 13. ACCESS TO VACCINATION INFORMATION

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3 The State will make information about access to vaccinations through public health clinics
4 available to all Individual Providers through online orientation materials; sharing the information
5 with Fiscal Intermediaries and asking them to share it with affiliated Individual Providers; and
6 posting the information on the DHS web site.

7

1 **ARTICLE 144. UNION RIGHTS**

2
3 **Section 1. Dues Check-Off.** The Department of Human Services, hereinafter referred to as
4 “DHS,” shall require Fiscal Intermediaries to implement all the terms of dues-checkoff
5 authorizations submitted by the Union and agreed to by the Individual Provider, including terms
6 regarding the duration, renewal, procedure for revocation, amount of dues deducted, and all
7 other provisions agreed to by the employee as stated in the authorization, upon receipt of proper
8 authorizations for such deductions from the Union subject to all applicable laws.

9
10 The Union shall submit such authorizations to the Fiscal Intermediary and certify the amounts to
11 be deducted at least ten (10) days prior to the beginning of the payroll period for which the
12 deductions will be effective. The Union shall provide the Fiscal Intermediaries with a list of
13 Individual Providers including the amount of dues to be deducted, the Individual Provider’s
14 name, address and identification number. In all cases, authorizations for deductions shall be
15 continuously effective unless properly cancelled with the Union by the Individual Provider. The
16 Union shall provide ten (10) days’ notice of such cancellations to the Fiscal Intermediary.

17
18 The dues of all Individual Providers who have submitted proper authorizations shall be
19 electronically remitted, together with an itemized statement, to the Union within ten (10) days
20 after such deductions are taken.

21
22 The amounts to be deducted shall be deducted no less frequently than once per month.
23 Individual Provider earnings must be sufficient after required federal and state deductions are

1 made to cover the amount of dues certified by the Union. When an Individual Provider is in non-
2 pay status for a full pay period, no dues payment will be withheld for that pay period.

3

4 **Section 2. Employee Individual Provider List.** The State shall require the Fiscal
5 Intermediaries who provide PCA Choice, CSG, and CDCS services to provide to the Union on
6 a pay period basis, in a sortable electronic format, the following information on Individual
7 Providers:

8 1) full name, with separate fields for first and last names;

9 2) full home address, with separate fields for address, city, state, and zip code;

10 2)3) telephone number;

11 3)4) unique Individual Provider ID number;

12 4)5) hours paid in the previous pay period;

13 5)6) hourly wage rate (or rates, if providing services to multiple recipients);

14 6)7) gross pay in the previous pay period;

15 7)8) Fiscal Intermediary name and mailing address;

16 8)9) PTO account balance;

17 9)10) amount of dues deducted in previous pay period; and

18 10)11) any other Individual Provider information in accordance with state law.

19

20 The State shall require the Fiscal Intermediaries who provide PCA Choice, CSG, and CDCS
21 services to-will denote those Individual Providers who began providing services during the
22 previous pay period with the same information and in the same format as the others described
23 above. The State shall also require the Fiscal Intermediaries who provide PCA Choice, CSG,

1 ~~and CDCS services to will also~~ send to the Union each pay period a list of Individual Providers
2 who were terminated during the pay period.

3
4 The State shall evaluate on a quarterly basis whether Fiscal Intermediaries exempt from
5 providing the list referenced above on a per pay period basis to the Union are, in fact, not
6 providing PCA Choice, CSG, or CDCS services.

7
8 The State and the Union shall cooperate to address any discrepancies or questions about
9 information and records pertaining to the bargaining unit.

10
11 **Section 3. Bulletin Boards and Intermediary Offices.** Upon implementation of the
12 Community First Services and Supports (CFSS) program, the Union shall have access to post
13 information on bulletin boards in the offices of Fiscal Intermediaries and reasonable access to
14 the intermediaries' offices at times when Individual Providers are likely to be there in groups.

15
16 **Section 4. Orientation Materials.** If a Fiscal Intermediary for one of the covered programs
17 conducts an orientation session, DHS shall require the Fiscal Intermediary to distribute to
18 Individual Providers Union membership applications and Union orientation materials. It shall be
19 the Union's responsibility to provide the Fiscal Intermediary with sufficient copies for distribution.
20 The materials shall not be partisan or defamatory in nature, and shall be subject to prior review
21 and approval by the State.

22
23 **Section 5. Website.** DHS will maintain a link on the PCA Individual Provider Orientation
24 webpage to the Union's website.

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Section 6. Union Representatives. The State shall recognize and deal with official Union advocates and staff representatives on matters within the scope of the Union’s representational role. The Union shall advise DHS of the names and phone numbers of official Union advocates and representatives within thirty (30) days of appointment by the Union and include the nature, scope and authority granted each by the Union.

Section 7. Copies of Notices to Fiscal Intermediaries. The State shall provide to the Union a copy of any notices, direction, or other official communication relating to operational and programmatic functions sent by DHS to Fiscal Intermediaries. The Union may request to include Union materials in the information sent to Fiscal Intermediaries on a periodic basis, as mutually agreed, provided that the Union must cover any additional costs incurred due to inclusion of its communications materials and subject to prior review and approval of those materials by the State.

Section 8. Indemnity. The Union agrees to indemnify and hold the State, its agents, officers and employees harmless against any and all claims, suits, orders, or judgments brought or issued against the State as a result of any action taken or not taken as a result of a request of the Union under the provisions of this Article.

The Union also agrees to indemnify and hold Fiscal Intermediaries harmless against any and all claims, suits, orders, or judgments brought or issued against them as a result of any action taken or not taken as a result of a request of the Union under the provisions of this Article. The

- 1 indemnity language in this section shall not prevent the Union from filing a grievance to enforce
- 2 the provisions of this Article.

1 **ARTICLE 155. MANAGEMENT RIGHTS**

2
3 Except to the extent modified by this Agreement, the State reserves exclusively all inherent rights
4 and authority to manage and operate its programs, including but not limited to:

- 5
- 6 A. To establish missions, programs, objectives, activities and priorities.
 - 7 B. To manage, direct and control all of the agency's activities to implement programs.
 - 8 C. To develop, modify and administer policies, procedures, rules and regulations and determine
9 the methods and means by which programs are to be carried out.
 - 10 D. To make and execute contracts and all other instruments necessary or convenient for the
11 performance of the State's duties or exercise of the State's powers, including contracts with
12 public and private agencies, organizations or corporations and individuals to pay them for
13 services rendered or furnished.
 - 14 E. To modify any and all operations in order to more efficiently and effectively provide services
15 as a result of any existing and/or new laws, rules and regulatory provisions of state and/or
16 federal origin which may in any way affect the State's ability to provide services.

17 All rights not specifically granted in this Agreement are reserved solely to the State. The exercise
18 or non-exercise of rights retained by the State shall not be construed to mean that any right is
19 waived.

20
21 The State shall not be liable for any action, including but not limited to any grievance or any
22 Unfair Labor Practice proceeding, brought by the Union or any Individual Provider based upon
23 any alleged wrongdoing by a Participant.

1 **ARTICLE 166. FISCAL INTERMEDIARY ROLES AND RESPONSIBILITIES**

2

3 The State and the Union recognize the importance of Fiscal Intermediaries as essential partners
4 in providing high quality services on which people participating in self-directed services rely.
5 Although Fiscal Intermediaries are not a party to this Agreement, the State and the Union
6 recognize the importance of working in partnership with Fiscal Intermediaries to effectively
7 execute the terms and conditions of this Agreement. The parties agree to collaborate and
8 communicate in good faith with Fiscal Intermediaries to ensure the principles of respect, courtesy
9 and dignity apply to those partnerships.

10

11 The State recognizes the importance of the provision of timely and accurate payments to
12 Individual Providers. Agreements between DHS and Fiscal Intermediaries shall require the
13 following:

14

- 15 a. Timely and accurate payment of compensation to Individual Providers.
- 16 b. Information required by Article 144, Section 2 (Employee-Individual Provider Information),
17 reported regularly and timely to the State.
- 18 c. Timely and accurate payroll deductions for dues check-off as provided by this Agreement
19 and Minnesota Statutes Section 256B.0711, Subd. 4(h).

20

21 The State and the Union shall work together to identify concerns and develop solutions to other
22 provider payment issues.

23

1 When payroll errors are brought to the attention of the Fiscal Intermediary and the Fiscal
2 Intermediary has confirmed an error, or an arbitrator has confirmed a payroll error pursuant to
3 Article [87](#), the Fiscal Intermediary shall be required to correct the error.

4

5 [When the Union becomes aware of State action related to a Fiscal Intermediary's enrollment or](#)
6 [payment status with the State, through communication from the State, the Union agrees not to](#)
7 [share this information.](#)

8

9 Upon implementation of a new fiscal management structure, the State shall require that all Fiscal
10 Intermediaries make available to all Individual Providers the option to receive their paycheck by
11 direct deposit.

1 **ARTICLE 1744. DURATION**

2
3 The provisions of this Agreement shall become effective on July 1, 2015~~2017~~ subject to the
4 acceptance of the eighty-ninth (89th) session of the Legislature or the Joint Subcommittee on
5 Employee Relations, and shall remain in full force and effect through the 30th of June, ~~2017~~
6 2019.

7
8 This Agreement shall be automatically renewed from biennium to biennium thereafter unless
9 either party shall notify the other in writing no later than January 1st of odd-numbered years that
10 it desires to modify the Agreement.

11
12 This Agreement shall remain in full force and effect during the period of negotiations and until
13 notice of termination of this Agreement is provided to the other party in the manner set forth in
14 the following paragraph.

15
16 In the event that a Successor Agreement has not been agreed upon by an expiration date of this
17 Agreement as provided for in paragraphs 1 or 2 above, either party may terminate this
18 Agreement by the serving of written notice upon the other party not less than ten (10) calendar
19 days prior to the desired termination date which shall not be before the expiration date provided
20 above.

FOR THE UNION

FOR THE STATE

Jamie Gulley

-President

Myron Frans
Commissioner

~~Jane Conrad-Phillip Cryan~~
~~Home Care Worker~~ Executive Vice President

~~Marcy Cordes~~
~~Edwin Hudson~~
~~Deputy Commissioner, Enterprise Human~~
~~Capital~~

~~Phillip Cryan-Steven Balow~~
~~Home Care Worker~~

Valerie Darling
Labor Relations Representative
Principal Consultant 4

~~Mahamud Duale-Sandra Jean Borgstall~~
~~Home Care Client~~

~~Liz Brady-Joy Hargons~~
~~Agency Policy Specialist~~
~~Labor Relations Consultant 4~~

~~Dawn Burnfin~~
~~Home Care Worker~~ Francis Hall

~~Liz Brady~~
~~Labor Relations Consultant 3~~

~~LaTanya Hughes~~

~~James R. Carlisle~~
~~Home Care Client~~

~~Shaquonica Johnson-Delores Flynn~~
~~Home Care Responsible Party~~

FOR THE UNION

FOR THE STATE

Sumer Spika-Francis Hall
Home Care Worker and Executive Board
Member

Nikki Villavicencio-La Tanya Hughes
Home Care Worker and Executive Board
Member

Shaquonica Johnson
Home Care Worker and Vice President

Jan Wirpel

David Zaffrann

Jasmine Laducer-Kitto
Home Care Worker

1 **ARTICLE 1815. SEVERABILITY**

2

3 Should any part of this Agreement or any provisions contained herein be determined to be
4 contrary to law in a final decision by a court of competent jurisdiction, such invalidation of a part
5 or provision shall not invalidate the remaining portions hereof and they shall remain in full force
6 and effect. In such event, upon the request of either party, the parties shall meet promptly and
7 negotiate regarding substitute provisions for those provisions rendered or declared unlawful,
8 invalid or unenforceable.

9

1 **ARTICLE 1916. COMPLETE AGREEMENT**

2

3 This Agreement is the full and complete Agreement between the Union and the State. The
4 parties acknowledge that during the negotiations which resulted in this Agreement, each had the
5 unlimited right and opportunity to make requests and proposals with respect to any subject
6 matter not removed by law from collective bargaining, and that the complete understandings and
7 agreements arrived at by the parties after the exercise of that right and opportunity are set forth
8 in this Agreement. The State and the Union, for the life of this Agreement, each waives the right,
9 and each agrees that the other shall not be obligated to bargain with respect to any subject or
10 matter referred to or covered in this Agreement.

11

1 **ARTICLE 2017. APPROPRIATION**

2

3 Consistent with state law, the economic provisions contained in this Agreement shall be subject
4 to the State's legislative appropriation process.

5

