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**AGREEMENT**

2

**between**

3

**SEIU HEALTHCARE**

4

**MINNESOTA**

5

**and the**

6

**STATE OF MINNESOTA**

7

**July 1, ~~2017~~2019 through June 30, ~~2019~~2021**

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1 **PREAMBLE**

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2 This Agreement is made and entered into this ~~21st~~ day of ~~June, 2017~~, Date TBD by and between the  
3 State of Minnesota, hereinafter referred to as the “State,” and SEIU Healthcare Minnesota, hereinafter  
4 referred to as the “Union.”

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

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

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

18 The parties also recognize and respect the critical services provided by Individual Providers, their  
19 professionalism and dedication, and the importance of their contribution to the development of the

1 best possible workforce and the delivery of high quality services to self-directed program participants  
2 in the State of Minnesota.

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

5 If the parties mutually agree during the term of this Agreement, the Agreement may be modified by  
6 additional provisions relating to specific conditions covering the terms of employment stated herein.

7 Any Agreement which is to be included as a part of this Agreement must so indicate, must be reduced  
8 to writing, and must be signed by the parties to this Agreement.

9 **Definition of Terms**

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

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

17 (b) "Covered Program" means a program providing direct support services funded in whole or in  
18 part by the State of Minnesota, including the Community First Services and Supports (CFSS)  
19 program; Consumer Directed Community Supports (CDCS) services and extended state plan  
20 personal care assistance services available under programs established pursuant to home and

1 community-based service waivers and under the alternative care program; the Personal Care  
2 Assistance Choice (PCA Choice) program; the Consumer Support Grant (CSG) program; and any  
3 similar program that may provide similar services in the future.

4 (c) "Individual Provider," also known as "Direct Support Worker," means an individual selected by  
5 and working under the direction of a participant in a covered program, or a participant's  
6 representative, to provide direct support services to the participant, but does not include an  
7 employee of a provider agency, subject to the agency's direction and control commensurate  
8 with agency employee status. Whether a participant is considered to be in a covered program,  
9 which would place their Individual Provider in the bargaining unit, is determined by the  
10 information about the participant's choice documented by the Fiscal Intermediary such as a  
11 written agreement between the participant and the Fiscal Intermediary.

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

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

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

1 **ARTICLE 1. UNION RECOGNITION**

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

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

10 **ARTICLE 2. NON-DISCRIMINATION**

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11 Section 1. Prohibition Against Discrimination.

12 All Individual Providers covered under this Agreement shall be treated with dignity and respect. In  
13 addition, ~~The~~ provisions of this Agreement shall be applied to all Individual Providers without  
14 discrimination as to sex, marital status, sexual orientation, race, color, religion, disability, national  
15 origin, veteran status, union membership status, current or former public assistance recipient status,  
16 age, ~~or~~ political affiliation, or as defined by statute or executive order.

17 **Section 2. Union Activity.**

18 The State shall not discriminate against, interfere with, restrain or coerce an Individual Provider from  
19 exercising ~~her or his~~ their right to join or not join the Union, to serve in an elected or appointed



1 position with the Union, or to participate in any other official capacity on behalf of the Union. The  
2 State shall remain neutral on the question of whether Individual Providers should join the Union under  
3 PELRA. The State shall also require that all Fiscal Intermediaries with which it contracts shall remain  
4 neutral on the question of whether Individual Providers shall join the Union. All questions addressed to  
5 the State or its Fiscal Intermediaries by Individual Providers concerning membership in or  
6 representation by the Union under PELRA shall be referred to the Union.

7 **Section 3. Program Participants Rights.**

8 This Article does not apply to the Program Participants' sole and undisputed rights provided in the law,  
9 including the selection and termination of employment of Individual Providers.

10 **ARTICLE 3. PROGRAM PARTICIPANT RIGHTS**

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

- 12 1) ~~select~~ Select a service model of their choice;
- 13 2) ~~select~~ Select, hire, direct, train, supervise, and terminate the employment of their Individual  
14 Providers;
- 15 3) ~~determine~~ Determine levels of service;
- 16 4) ~~determine~~ Determine the work schedule of Individual Providers in their employ;
- 17 5) ~~manage~~ Manage individual service budgets, within the limits established by the State's covered  
18 programs;

- 1       6) ~~determine~~Determine Individual Provider wages in accordance with Article 4 of this Agreement;  
2           and,  
3       7) ~~receive~~Receive direct support services from Individual Providers not referred to them through  
4           a state registry.

5       No actions taken by the Program Participant, or Participant’s Representative, with respect to this  
6       Article or any other participant rights shall be subject to the grievance and arbitration procedures  
7       provided for in this Agreement.

8       This Agreement shall not be interpreted to require the State to release confidential personal  
9       information regarding any Program Participant to the Union, without the express written consent of a  
10      Program Participant, or Participant’s Representative.

11      Personal information includes, but is not limited to, Program Participants’ names, addresses, telephone  
12      numbers, and email addresses.

13      The Union and State agree that standards of confidentiality of Participant data should be followed in  
14      accordance with applicable state and federal law. Union representatives shall maintain confidentiality  
15      regarding Program Participants and shall not disclose personal information about a Program  
16      Participant obtained from any source unless the Program Participant, or Participant’s Representative,  
17      has authorized the disclosure in writing or legal proceedings compel the disclosure.- When an  
18      Individual Provider raises a potentially grievable concern with a Union Representative, prior to asking  
19      questions related to the Program Participant’s services, Union Representatives must obtain a written  
20      release of information from the Individual Provider’s Program Participant.

1 **ARTICLE 4. COMPENSATION**

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2 ~~Effective July 1, 2017, the minimum hourly wage rate for all Individual Providers shall be \$11.00.~~

3 Effective ~~July 1, 2019, August 1, 2017~~, the minimum hourly wage rate for all Individual Providers shall  
4 be ~~\$12.00~~ 13.25.

5 Program Participants or their representatives shall have the ability to choose to pay Individual  
6 Providers wage rates above the levels established by this contract and in accordance with the  
7 parameters established under covered programs.

8 **ARTICLE 5. PAID TIME OFF**

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9 Paid Time Off (PTO) accruals shall be managed by each Fiscal Intermediary.

10 ~~Effective July 1, 2017, an Individual Provider shall accrue one (1) hour of Paid Time Off for every fifty-~~  
11 ~~two (52) hours worked in covered programs.~~

12 Effective ~~August 1, 2017~~ July 1, 2019, an Individual Provider shall accrue one (1) hour of ~~Paid Time Off~~  
13 PTO for every forty ~~(40) three (43)~~ hours worked in covered programs.

14 An Individual Provider in CDCS, CSG or CFSS, may waive PTO so that those funds are returned to the  
15 Participant's budget for alternative use by the Participant at any time during the Participant's service  
16 plan year. Once an Individual Provider has waived PTO, they will not be eligible to accrue PTO until the  
17 start of the Participant's next service plan year.

1 In order to utilize Paid Time Off or waive PTO accruals, an Individual Provider must have worked at  
2 least six hundred (600) hours or six (6) months, whichever comes first, in covered programs.

3 The ability to waive PTO accruals or to use PTO after six (6) months but prior to working six hundred  
4 (600) hours, will expire on June 30, 2021.

5 An Individual Provider must obtain the express consent of ~~his or her~~their participant/~~client~~ in order to  
6 use PTO.

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

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

## 11 **ARTICLE 6. PAY FOR WORK ON A HOLIDAY**

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12 An Individual Provider shall be paid at 1.5 times ~~his or her~~ their normal rate of pay for all hours worked  
13 on the following five (5) Thanksgiving and Memorial Day holidays.:

14 ~~In addition, an Individual Provider shall be paid at 1.5 times his or her normal rate of pay for all hours~~  
15 ~~worked on the following holidays on these dates only:~~

16 • New Year's Day

17 • Rev. Dr. Martin Luther King Jr. Day

18 • Memorial Day

- 1 • Labor Day
- 2 • Thanksgiving
- 3 • ~~Labor Day, September 4, 2017~~
- 4 • ~~New Year's Day, January 1, 2018~~
- 5 • ~~Martin Luther King Day, January 15, 2018~~
- 6 • ~~Labor Day, September 3, 2018~~
- 7 • ~~New Year's Day, January 1, 2019~~
- 8 • ~~Martin Luther King Day, January 21, 2019~~

9 **ARTICLE 7. CAREER DEVELOPMENT FOR INDIVIDUAL PROVIDERS ENHANCED RATE**

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10 The State and the Union recognize the need for career development for Individual Providers to align  
11 compensation with skills and experience. Initial strategies will focus on Individual Providers supporting  
12 people identified by the State through assessment as those people who are eligible for at least twelve  
13 (12) hours of personal care assistance each day. ~~with complex needs as defined below.~~

14 Aligning compensation with skills and experience will enable eligible people ~~with complex needs~~ to  
15 attract the Individual Providers ~~in a competitive marketplace~~ they need to remain in their homes and  
16 communities.

~~The State and the Union will develop recommendations for the DHS Commissioner or the Commissioner's designee for strategies for career development for Individual Providers, including additional financial incentives for Individual Providers to work for people with complex needs.~~ People eligible to ~~with complex needs who may~~ access increased financial incentives to attract Individual Providers will be identified by the State through assessment as those people who are eligible for at least twelve (12) hours of personal care assistance services each day. Individual Providers who may access increased financial incentives to work with eligible people ~~with complex needs~~ must complete designated training approved by the DHS Commissioner or the Commissioner's designee. Beginning July 1, ~~2019~~2018, increased financial incentives will include ~~a~~ seven and one-half percent (7.5%) increase to the rate for personal care assistance services (resulting in a seven and one-half percent (7.5%) increase in the qualifying Individual Providers' wages) and a seven and one-half percent (7.5%) increase in the budgets of people using CDCS, ~~and~~ CSG and CFSS.

## **ARTICLE 8. GRIEVANCE AND DISPUTE RESOLUTION**

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### **Section 1. Intent.**

The purpose of this procedure is to secure, in the easiest and most efficient manner, resolution of grievances.

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

The State and the Union agree that Individual Providers and Union representatives should make every effort to resolve concerns on an informal basis at the earliest opportunity. Accordingly, if the dispute

1 involves the actions of a Fiscal Intermediary, the Individual Provider and/or the Union shall address the  
2 issue through informal means with the Fiscal Intermediary prior to the initiation of the grievance  
3 process with DHS.

4 **Section 2. Definition.**

5 For the purposes of this Agreement, a grievance shall be defined as a dispute or disagreement as to the  
6 interpretation or application of any term or terms of this Agreement.

7 **Section 3. Grievance/Dispute Resolution Procedure.**

8 • Step 1: Informal Resolution

- 9 ○ The Individual Provider and/or a Union representative may confer with the DHS-  
10 designated representative and attempt to resolve the issue informally.
- 11 ○ Where issues arise involving a Fiscal Intermediary, in recognition of the partnership with  
12 Fiscal Intermediaries, the Individual Provider and/or a Union representative may contact  
13 the Fiscal Intermediary and attempt to resolve the issue informally. A DHS-designated  
14 representative shall be included in or copied on all such communication between the  
15 Individual Provider and/or Union representative and the Fiscal Intermediary.

16 • Step 2: Written Grievance

- 17 ○ If the Union wishes to initiate a formal grievance, the Union representative, may consult  
18 with ~~or without~~ the Individual Provider. The Union Representative or Individual  
19 Provider, shall, on a form supplied by the Union, set forth the grievance in writing,  
20 including a statement of the pertinent facts surrounding the grievance, the date on

1 which the incident occurred, the alleged violations of the Agreement, ~~and~~ the specific  
2 remedy requested, and attach any supporting documentation. Where supporting  
3 documentation is required, the Union shall provide such documentation within twenty-  
4 one (21) calendar days of filing the grievance.

- 5 ○ The written grievance shall be submitted to the DHS-designated representative within  
6 twenty-one (21) calendar days of the occurrence of the alleged violation or within  
7 twenty-one (21) calendar days of when the Individual Provider or the Union could  
8 reasonably have been aware of the incident or occurrence giving rise to the grievance.

9 The written grievance shall be submitted by email.

- 10 ○ The DHS designee shall contact the Union representative within seven (7) calendar days  
11 of receipt of the written grievance, and schedule a meeting in order to discuss and  
12 resolve the grievance. Subsequent to this meeting, DHS shall provide a written response  
13 to the grievance to the Union by email within ten (10) calendar days from the date the  
14 parties met to discuss the grievance. If the response does not resolve the grievance, the  
15 Union may, within twenty-one (21) calendar days of the date the written response is  
16 given or due, proceed to Step 4, Arbitration.

- 17 • Step 3 (Optional): Mediation

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

- 21 • Step 4: Arbitration



- 1           ○ If the grievance is not settled at Step 2 or Step 3, the Union may appeal the grievance in  
2           writing to final and binding arbitration. The written appeal must be submitted to the  
3           Assistant State Negotiator of Minnesota Management and Budget or the Minnesota  
4           Management and Budget Commissioner's designee. Any grievance that is not appealed  
5           in writing by the Union to the Assistant State Negotiator or the Minnesota Management  
6           and Budget Commissioner's designee within twenty-one (21) calendar days after DHS's  
7           written answer is submitted or due shall be waived.
- 8           ○ The arbitration proceeding shall be conducted by an Arbitrator to be selected from a  
9           panel of seven (7) arbitrators obtained from BMS. The Arbitrator shall be selected from  
10          the panel by the following method: the Union and the State shall each strike names  
11          from the list, alternating choices of names to strike, until only one arbitrator remains.  
12          The remaining arbitrator shall hear the grievance and decide the case. The party that  
13          strikes first shall be determined by coin toss.
- 14          ○ The award of the Arbitrator shall be final and binding upon both parties.
- 15          ○ The parties shall each pay one half (1/2) the costs or fees, if any, of the Arbitrator. Each  
16          party shall be responsible for its own costs, including the costs of representation,  
17          advocacy and the costs of that party's appointed representatives.
- 18          ○ The Arbitrator shall be without power to amend, modify, nullify, ignore, add to, or  
19          subtract from the provisions of this Agreement. The Arbitrator shall consider and decide  
20          only the specific issue submitted in writing by the State and the Union, and shall have no  
21          authority to make a decision on any other issue not so submitted.

- 1           ○ The Arbitrator shall be without power to make decisions contrary to, or inconsistent  
2           with, or modifying or varying in any way the application of laws, rules or regulations  
3           having the force and effect of law.

4    **Section 4. Expedited Arbitration.**

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

12   **Section 5. Time Limits.**

13   The State and the Union agree that the time limits provided in this Article are essential to the prompt  
14   and orderly resolution of any grievance, and that each will abide by the time limitations. Days will be  
15   counted by excluding the first day and including the last day of timelines. When the last day falls on a  
16   Saturday, Sunday or holiday, the last day will be the next day that is not a Saturday, Sunday or holiday.  
17   Any grievance not properly presented in writing and within the time limits specified, or any grievance  
18   not moved to the next step within the specified time limits shall be considered to have been  
19   withdrawn. If the State fails to meet the time limits specified, the Union may move the grievance to the  
20   next step. Time limits may be extended only by mutual agreement of the parties.

1 **ARTICLE 9. BACKGROUND CHECKS**

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

4 **ARTICLE 10. ~~TRAINING AND ORIENTATION~~ THE STATE-PROVIDER COOPERATION**

5 **COMMITTEE**

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6 **Section 1. Purpose.**

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

13 Furthermore, ~~the~~ State and the Union recognize the importance and value of Individual Provider  
14 training, education, and preparation to perform support services Program Participants require. To  
15 enhance the quality of home care services provided to Program Participants by Individual Providers  
16 and to improve the safety of home care work for both Individual Providers and Program Participants,  
17 the State and the Union agree to continue and further develop the work of the ~~Training and~~  
18 ~~Orientation~~ State Provider Cooperation Committee. The goal of the Committee’s work is to make  
19 available voluntary training programs, required orientation programs for all Individual Providers, and  
20 stipends of \$500 for up to ~~5,000~~ 1,500 Individual Providers who have completed designated, voluntary

1 trainings made available through or recommended by the Committee. An Individual Provider may not  
2 receive the \$500 stipend more than once in any two-year period. The Committee may consider  
3 development of training programs that pay experienced Individual Providers to provide on-the-job  
4 training to new Individual Providers serving the same Program Participant.

5 **Section 2. The Committee.**

6 The ~~Training and Orientation~~ State Provider Cooperation Committee shall consist of no more than ~~six~~  
7 ~~(6)~~ eight (8) DHS-designated representatives and no more than ~~six (6)~~ eight (8) Union representatives,  
8 unless mutually agreed to by the parties. The ~~Training and Orientation~~ State Provider Cooperation  
9 Committee shall determine training and orientation needs and priorities, evaluate options for training  
10 and orientation subject matter, the frequency and locations of trainings and orientations, and potential  
11 partnerships with other organizations and/or academic institutions for the provision of trainings, and  
12 make recommendations to the Commissioner of DHS or designee.

13 The parties understand that the Committee is not intended to replace or substitute for the work of  
14 other councils, task forces, or other entities established by DHS to issue recommendations on home  
15 and community based services policy. Committee meetings shall not be considered or used as a  
16 bargaining forum, or to make any specific amendments to the Agreement, nor shall they be considered  
17 or used as a substitute for the grievance procedure.

18 The Committee shall identify and address issues of mutual concern specific to Individual Providers  
19 working in covered programs. The Committee shall be authorized to deliver to DHS and the Union  
20 recommendations regarding mutual areas of concern, including but not limited to: implementation of  
21 the Community First Services and Supports (CFSS) program; continued development and improvement

1 of the matching registry for program participants and Individual Providers; the initial strategies for  
2 career development described in Article 7; and any other mutually agreed upon areas of discussion.

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

### 6 **Section 3. Orientation.**

7 All newly hired Individual Providers are required to complete an orientation ~~to the State's home care~~  
8 ~~programs. Orientation content shall to~~ include, at a minimum: principles of independent living and self-  
9 direction; prevention of fraud and abuse; basic operational procedures (e.g., filling in time-sheets);  
10 HIPAA compliance and confidentiality for program participants; and a list of public health clinics in each  
11 county that offer vaccines. When such orientation is conducted in person, the Union shall have the  
12 opportunity to discuss worker's rights and responsibilities, collective bargaining, the provisions of this  
13 contract and steps to take if they experience contract violations. The State Provider Cooperation  
14 Committee shall make recommendations regarding orientation, curriculum, and providers, and shall  
15 evaluate and make recommendations for improvements to the program.

### 16 **Section 4. Financing.**

17 The State agrees to provide \$250,000 per year to the ~~Training and Orientation~~State Provider  
18 Cooperation Committee for providing trainings and orientation to Individual Providers. In addition, the  
19 State agrees to provide one-time funding of \$~~56~~125,000 effective July 1, ~~2017-2019,~~ to the Training  
20 and Orientation-State Provider Cooperation Committee for ~~trainings and~~ orientation. Effective July 1,  
21 2020, additional one-time funding of \$125,000 will be provided to the State Provider Cooperation

1 Committee for orientation. Any funding that may be left over from the period of July 1, 2019 through  
2 June 30, 2020, may be added to the \$125,000 funding provided effective July 1, 2020.

3 The State also agrees to provide one-time funding of ~~\$2.5 million~~ \$750,000 effective July 1, ~~2018-2019~~  
4 for stipends of \$500 for up to ~~5,000~~ 1,500 Individual Providers who complete designated, voluntary  
5 trainings made available through or recommended by the ~~Training and Orientation~~ State Provider  
6 Cooperation Committee.

7 ~~The Training and Orientation Committee shall recommend a budget and DHS shall ensure all~~  
8 ~~expenditures are made in accordance with DHS policies and state law.~~

## 9 **ARTICLE 11. REGISTRY DIRECT SUPPORT CONNECT**

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10 The State and the Union agree that Direct Support Connect ~~the creation of a Minnesota Home Care~~  
11 ~~Registry~~ – an online (and telephone) matching service for program participants seeking workers and  
12 Individual Providers seeking work to voluntarily use in order to find one another – ~~would be~~ represents  
13 a significant step forward in improving the stability of the State’s home care workforce. Participants  
14 who choose to self-direct need reliable access to workers for both permanently scheduled hours and  
15 respite services, and home care workers need reliable access to their desired number of work hours.

16 The goal of Direct Support Connect ~~the registry~~ is to improve Participants’ ability to find Individual  
17 Providers with desired qualifications for needed services, and to enable Individual Providers to find  
18 work. It ~~would~~ also improves Individual Providers’ ability to take time off with the assurance that the  
19 Participant will continue to receive quality services.

1 The State-Provider Cooperation Committee shall continue to make recommendations to the  
2 Commissioner of DHS or designee for the implementation, further development of, and improvements  
3 to, Direct Support Connect ~~the matching registry~~ for Program Participants and Individual Providers. The  
4 State, upon request of the Union, shall meet and confer regarding any concerns the Union may have  
5 related to the implementation or operation of Direct Support Connect ~~the registry~~.

## 6 **~~ARTICLE 12. STATE PROVIDER COOPERATION COMMITTEE~~**

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

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

~~The Committee shall identify and address issues of mutual concern specific to Individual Providers working in covered programs. The Committee shall be authorized to deliver to DHS and the Union recommendations regarding mutual areas of concern, including but not limited to: implementation of the Community First Services and Supports (CFSS) program; continued development and improvement of the matching registry for program participants and Individual Providers; the initial strategies for career development described in Article 7; and any other mutually agreed upon areas of discussion.~~

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

## **ARTICLE ~~13~~12. ACCESS TO VACCINATION INFORMATION**

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

## **ARTICLE ~~14~~13. UNION RIGHTS**

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### **Section 1. Dues Check-Off.**

The Department of Human Services, hereinafter referred to as “DHS,” shall require Fiscal Intermediaries to implement all the terms of dues-checkoff authorizations submitted by the Union and agreed to by the Individual Provider, including terms regarding the duration, renewal, procedure for



1 revocation, amount of dues deducted, and all other provisions agreed to by the employee as stated in  
2 the authorization, upon receipt of proper authorizations for such deductions from the Union subject to  
3 all applicable laws.

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

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

14 The amounts to be deducted shall be deducted no less frequently than once per month. Individual  
15 Provider earnings must be sufficient after required federal and state deductions are made to cover the  
16 amount of dues certified by the Union. When an Individual Provider is in non-pay status for a full pay  
17 period, no dues payment will be withheld for that pay period.

18 **Section 2. Individual Provider List.**

1 The State shall require the Fiscal Intermediaries who provide PCA Choice, CSG, CFSS, and CDCS services  
2 to provide to the Union on a pay period basis, in a sortable electronic format, the following information  
3 on Individual Providers:

- 4 1) ~~full~~ Full name, with separate fields for first and last names;
- 5 2) ~~full~~ Full home address, with separate fields for address, city, state, and zip code;
- 6 3) ~~telephone~~ Telephone number;
- 7 4) ~~unique~~ Unique Individual Provider ID number;
- 8 5) ~~hours~~ Hours paid in the previous pay period;
- 9 6) ~~hourly~~ Hourly wage rate (or rates, if providing services to multiple recipients);
- 10 7) ~~gross~~ Gross pay in the previous pay period;
- 11 8) Fiscal Intermediary name and mailing address;
- 12 9) PTO account balance;
- 13 10) ~~amount~~ Amount of dues deducted in previous pay period; and
- 14 ~~11) any~~ Any other Individual Provider information in accordance with state law.

15 11) The State shall require the Fiscal Intermediaries who provide PCA Choice, CSG, CFSS, and CDCS  
16 services to denote those Individual Providers who began providing services during the previous  
17 pay period with the same information and in the same format as the others described above.

18 The State shall also require the Fiscal Intermediaries who provide PCA Choice, CSG, CFSS and

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

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

6 The State shall provide to the Union, on a monthly basis, a list of all Fiscal Intermediaries eligible to  
7 provide PCA Choice, CDCS, CSG, and CFSS services (budget model only), along with the telephone,  
8 mailing address, and email address, if documented in their enrollment record with Minnesota Health  
9 Care Programs, for those Fiscal Intermediaries.

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

### 12 **Section 3. Bulletin Boards and Intermediary Offices.**

13 Upon implementation of the Community First Services and Supports (CFSS) program, the Union shall  
14 have access to post information on bulletin boards in the offices of Fiscal Intermediaries and  
15 reasonable access to the intermediaries' offices at times when Individual Providers are likely to be  
16 there in groups.

### 17 **Section 4. Orientation Materials.**

18 If a Fiscal Intermediary for one of the covered programs conducts an orientation session, DHS shall  
19 require the Fiscal Intermediary to distribute to Individual Providers Union membership applications  
20 and Union orientation materials. It shall be the Union's responsibility to provide the Fiscal Intermediary

1 with sufficient copies for distribution. The materials shall not be partisan or defamatory in nature, and  
2 shall be subject to prior review and approval by the State.

3 **Section 5. Website.**

4 DHS will maintain a link on the PCA Individual Provider Orientation webpage to the Union’s website.

5 **Section 6. Union Representatives.**

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

10 **Section 7. Copies of Notices to Fiscal Intermediaries.**

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

17 **Section 8. Indemnity.**

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

1 The Union also agrees to indemnify and hold Fiscal Intermediaries harmless against any and all claims,  
2 suits, orders, or judgments brought or issued against them as a result of any action taken or not taken  
3 as a result of a request of the Union under the provisions of this Article. The indemnity language in this  
4 section shall not prevent the Union from filing a grievance to enforce the provisions of this Article.

5 **ARTICLE ~~15~~14. MANAGEMENT RIGHTS**

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

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

1 All rights not specifically granted in this Agreement are reserved solely to the State. The exercise or  
2 non-exercise of rights retained by the State shall not be construed to mean that any right is waived.  
3 The State shall not be liable for any action, including but not limited to any grievance or any Unfair  
4 Labor Practice proceeding, brought by the Union or any Individual Provider based upon any alleged  
5 wrongdoing by a Participant.

6 **ARTICLE ~~1516~~. FISCAL INTERMEDIARY ROLES AND RESPONSIBILITIES**

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

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

- 16 a. Timely and accurate payment of compensation to Individual Providers.
- 17 b. Information required by Article 14, Section 2 (Individual Provider Information), reported  
18 regularly and timely to the State.

1 c. Timely and accurate payroll deductions for dues check-off as provided by this Agreement and  
2 Minnesota Statutes Section 256B.0711, Subd. 4(h).

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

5 When payroll errors are brought to the attention of the Fiscal Intermediary and the Fiscal Intermediary  
6 has confirmed an error, or an arbitrator has confirmed a payroll error pursuant to Article 8, the Fiscal  
7 Intermediary shall be required to correct the error.

8 When the Union becomes aware of State action related to a Fiscal Intermediary's enrollment or  
9 payment status with the State, through communication from the State, the Union agrees not to share  
10 this information.

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

14 **ARTICLE ~~16~~17. DURATION**

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15 The provisions of this Agreement shall become effective on ~~July 1, 2019~~7, as a result of its approval  
16 pursuant to Minnesota Laws 2017, 1st Special Session, art. 18, sec. 2, subd. 5(b)(3), and shall remain in  
17 full force and effect through the 30th of June, 20~~21~~19.

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

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

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

11



For the Union

Names to be added

For the State

Names to be added

1

1 **ARTICLE ~~1718~~. SEVERABILITY**

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

7 **ARTICLE ~~1819~~. COMPLETE AGREEMENT**

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

16 **ARTICLE ~~1920~~. APPROPRIATION**

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

1

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2 January 28, 2019

3

4 To: Phillip Cryan, SEIU

5

6 Dear Phillip,

7

8 The State and the Union each are committed to strengthening and improving the services on which  
9 people with disabilities and seniors rely. The valuable work performed by Individual Providers is critical  
10 to ensuring that those who receive Direct Support Services live, work, and participate in  
11 their communities. To that end, and within budgetary constraints, the State intends to continue to  
12 negotiate in good faith minimum hourly wage rates that help Individual Providers provide these  
13 valuable services.

14

15 Kind regards,

16

17

18 Edwin Hudson, Deputy Commissioner

19 Enterprise Human Capital

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21

22

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