



COLLECTIVE BARGAINING AGREEMENT

BETWEEN
MICHIGAN QUALITY COMMUNITY CARE COUNCIL
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 79

2006-2009

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ARTICLE 1

PREAMBLE

This Agreement is entered into between the MICHIGAN QUALITY COMMUNITY CARE COUNCIL (MQCCC) and the SERVICE EMPLOYEES INTERNATIONAL UNION, Local 79 (SEIU, Local 79).

This Agreement formalizes the unique relationship between the MQCCC and the SEIU, Local 79. The MQCCC operates pursuant to the Interlocal Agreement between the Department of Community Health, and the Tri-County Aging Consortium, as amended. Similarly, SEIU, Local 79 is committing itself in this Agreement to the advancement of goals that benefit Providers, but that are also intended to benefit consumers of Home Help and other home and community based services.

SEIU, Local 79 and the MQCCC recognize that the implementation of various provisions in this Agreement will necessarily require the assistance and cooperation of agencies that are not a party to this Agreement, namely the Department of Community Health and the Department of Human Services. SEIU, Local 79 and the MQCCC agree to work together in good faith in order to secure the assistance and cooperation of the appropriate entities when required by the provisions of this Agreement.

ARTICLE 2

RECOGNITION

SEIU, Local 79 is the sole and exclusive collective bargaining representative under the Public Employment Relations Act of all providers who provide personal assistance services to elderly persons and persons with disabilities through the MQCCC under the Michigan Home Help Program and other programs and personal assistance services undertaken by the MQCCC; EXCLUDING: supervisors, confidential employees, all those employed in the State classified and non-classified Civil Service, and all those individuals paid directly by any private organization or entity which provides services

under a time-limited contract with the State of Michigan, and all other employees.

Whenever the word "Provider" is used in this Agreement, it shall be deemed to mean the Providers covered by the Agreement.

ARTICLE 3

CONSUMER RIGHTS

The parties reaffirm that Home Help Consumers have the sole and undisputed right to: 1) hire Providers of their choice, with full disclosure of relevant information on Registry referrals; 2) remove Providers from their service at will and for any reason; and 3) determine in advance and under all circumstances who can and cannot enter their home.

The parties reiterate their prior acknowledgment that: the persons receiving service each, individually, retain control over the physical conditions at the work location and individually direct the performance of services and that such authority and control on the part of the individual consumers will not be, and is not, diminished in any way by this Agreement, nor by the outcome of any subsequent contractual negotiations between these parties.

A. Collaboration With Consumers

One of the express purposes of the MQCCC is to involve Consumers in policy decisions relating to Home Help. SEIU, Local 79 is also committed to the improvement of services and supports for Consumers. In order to further that common goal, it is important that Consumers and Providers assist each other in the development and strengthening of organizations that represent their varied interests. To that end, the MQCCC and SEIU, Local 79 will work together with Consumers to:

- I. Promote community awareness of Home Help as a program that supports Consumer responsibility and independence by acknowledging their right to choose who will work for them and their right to hire, remove, supervise and provide

specialized training and orientation for their chosen Provider.

- II. Strengthen existing community organizations directed by Home Help Consumers by supporting them publicly, assisting them in outreach to Home Help Consumers, and supporting their efforts to raise funds to sustain their activities.
- III. Promote the expansion of the Home Help program in both the number of people served and types and amount of supports and services provided.
- IV. Include significant representation by Home Help Consumers on joint SEIU, Local 79 and MQCCC committees and task forces that relate to the Home Help program.
- V. Reach consensus on methods to increase provider wages and benefits without reducing Consumer benefits or eligibility, inhibiting the ability to increase this workforce or otherwise constricting support for the MQCCC or broader program improvements.

B. Confidentiality - Right to Privacy

SEIU, Local 79 shall neither seek nor receive information regarding the name, address, phone number, or any other personal information regarding Consumers.

SEIU, Local 79 representatives and Home Help providers shall maintain strict standards of confidentiality regarding Consumers and shall not disclose personal information obtained, from whatever source, pertaining to Consumers, unless disclosure is compelled by legal process or otherwise authorized by law.

C. Non-Waiver of Consumer Rights

The above enumerations of consumers' rights are not exclusive and do not exclude other rights not specified, including those rights and authority provided under the law. The exercise or non-exercise of rights retained by the consumer shall not be construed to mean that any right of the consumer is waived.

ARTICLE 4

MQCCC GOVERNANCE RIGHTS

The MQCCC has core governance rights and responsibilities, including the exclusive authority to operate and carry out its mandate as set forth in the Interlocal Agreement of June 10, 2004 (as may be amended).

The MQCCC has the paramount obligation and authority to take necessary steps to protect Consumer rights and interests, which are additionally addressed in Article 6.

All rights not specifically granted in this Agreement are reserved with the MQCCC, which has the right to decide and implement its decisions regarding such governance rights.

ARTICLE 5

UNION RIGHTS

A. Union Security

Each Provider is entitled to full membership and participation in the SEIU Local 79. With dues paying membership in the SEIU, comes the right in keeping with the Constitution and Bylaws of SEIU Local 79 to vote for, and hold elective union office, and to vote on important internal union matters. Providers may elect instead to decline membership in the SEIU and instead pay to the SEIU a uniformly assessed agency fee. Providers shall have the right, pursuant to an internal union procedure, to object to the use of any portion of their union dues for any non-collective bargaining related purposes. Payment of union dues, or of agency fees, through payroll withholding shall be implemented as a uniform condition of employment.

B. Bulletin Boards

1. The SEIU Local 79 shall be allowed to provide and maintain a bulletin board or share space on an existing bulletin board in an area regularly accessible by represented Providers where space is deemed available by management of the facility. Such space shall not be denied for arbitrary or capricious reasons.

2. The MQCCC shall post a link on the home page of its website for SEIU Local 79 for purposes of providing an electronic bulletin board for represented Providers.

C. Orientation

When an orientation is scheduled for Providers, the SEIU Local 79 shall be invited to make a presentation, at a mutually agreeable time, about the organization, representational status, and union benefits and to distribute and collect membership applications.

D. Bargaining Unit Information

1. The MQCCC shall provide information about the bargaining unit and each member of the bargaining unit and shall provide this information to the SEIU Local 79 on a regular monthly basis or as needed. Such information shall be transmitted electronically in a common, commercially-available electronic format as agreed to by the SEIU Local 79 and the MQCCC.

2. The SEIU Local 79 shall provide the MQCCC with a list of the names of authorized SEIU Local 79 representatives and elected officers, and shall update those lists as available.

E. Union Dues

1. The implementation of this paragraph is subject to the terms of the separate Letter of Understanding.

a) Uniform union dues will be deducted from the wages of all Providers who have been compensated for a minimum of 25 hours in the month and who have not

elected to pay agency fees. Agency fees shall be deducted and remitted in the same fashion as union dues.

b) The MQCCC shall not require individual written authorization for the withholding of regular dues, but shall accept individual written authorization for the withholding of agency fees, submitted in accordance with the uniform rules of SEIU Local 79.

c) The SEIU Local 79 shall mail to all new Providers covered by this Agreement a notice advising Providers that there is an agency shop agreement with SEIU Local 79 and that all Providers subject to the Agreement must either join SEIU Local 79 or pay an agency fee to SEIU Local 79. The agreed-upon agency shop/union membership form will be included.

d) Dues and fees shall be remitted to the SEIU Local 79 on or before the 15th of the next month.

2. Upon receipt from a Provider of an individual written authorization for the SEIU Local 79 Political Action Fund, the MQCCC shall deduct from the wages, due that Provider on a monthly basis, the sum specified in the authorization(s) and remit same to the SEIU Local 79 Political Action Fund on a monthly basis. To be effective, the authorization(s) must be revocable at the Provider's option.

3. Once funds are remitted to the SEIU Local 79, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the SEIU Local 79, and the MQCCC assumes no further obligation, financial or otherwise, arising out of the provisions of this Article, and the SEIU Local 79 hereby agrees to indemnify and hold the MQCCC harmless from any and all claims, actions, or proceedings by any Provider or third party or government agency arising in whole or in part from deductions made by the MQCCC hereunder (including MQCCC's costs and reasonable attorney's fees).

4. The parties may agree to implement additional voluntary payroll withholding programs.

ARTICLE 6

NO STRIKE/NO LOCKOUT

During the term of this Agreement, SEIU, Local 79, its members and representatives agree not to engage in, authorize, sanction or support any strike, slowdown or other acts of curtailment or work stoppage. During the term of this Agreement, the MQCCC agrees not to cause or initiate any lockout. Both parties, however, recognize the rights of Consumers as outlined in the Consumer's Rights Article.

ARTICLE 7

COMPENSATION AND BENEFITS

A. Compensation Improvements

The following schedule of compensation improvements is premised on the proposed State Budget as presented by the Governor. The parties expressly understand that the proposed Budget, as presented, is subject to alteration. Therefore the compensation increases presented below are subject to change as the State Budget is finalized and adopted.

Either party may reopen the Contract for the purpose of renegotiating compensation in the event that relevant substantive changes are made to the State Budget.

There will be an annual Compensation Reopener for the negotiation of compensation rates, taking into account the Budget as annually adopted by the State.

Wage Schedule

A wage floor of \$6.05/hr. would be established for all workers who are currently being paid at the \$5.15 wage rate.

In order to help reduce the existing wage disparity, there would be no increase for workers who are currently at the \$10.00 wage rate.

The wage schedule is based on the following data assumptions:

- There are currently 37,188 home care providers in Michigan's Home Help program.
- Each Home Help Provider is compensated according to the Provider rates established by local DHS offices as of June 1, 2003.
- There are statewide disparities in the compensation rates established by DHS for Home Help Providers, ranging from \$5.15/hour to \$10.00/hour.
- Each Home Help Provider is compensated on average for about 30.46 hours of care per week.
- Total current Medicaid expenditures for Home Help Provider wages is estimated at \$176.7 million

Current Wage	# of Workers	Wage Increase	New Wage	Total Cost Increase
\$5.15	15,217	\$0.90	\$6.05	\$10,846,130
\$5.50	429	\$0.75	\$6.25	\$254,813
\$6.00	6,095	\$0.65	\$6.65	\$3,137,548
\$6.15	1,023	\$0.55	\$6.70	\$445,596
\$6.25	668	\$0.50	\$6.75	\$264,515
\$6.50	4,343	\$0.50	\$7.00	\$1,719,741
\$6.75	50	\$0.50	\$7.25	\$19,799
\$7.00	6,820	\$0.50	\$7.50	\$2,700,584
\$7.50	1,963	\$0.35	\$7.85	\$544,116

\$7.75	252	\$0.25	\$8.00	\$49,893
\$8.00	97	\$0.22	\$8.22	\$16,900
\$10.00	161	\$0.00	\$10.00	\$0
Total Workers:	37,118		Total Statewide Cost Increase:	\$19,999,635

Wage Increase by County

County	Current Wage	# of Workers	Wage Increase	New Wage	Total Cost Increase
Alcona	\$6.00	45	\$0.65	\$6.65	\$23,165
Alger	\$7.50	23	\$0.35	\$7.85	\$6,375
Allegan	\$6.00	199	\$0.65	\$6.65	\$102,440
Alpena	\$6.25	128	\$0.50	\$6.75	\$50,685
Antrim	\$7.50	73	\$0.35	\$7.85	\$20,235
Arenac	\$7.00	94	\$0.50	\$7.50	\$37,222
Baraga	\$6.50	46	\$0.50	\$7.00	\$18,215
Barry	\$6.25	146	\$0.50	\$6.75	\$57,813
Bay	\$5.15	491	\$0.90	\$6.05	\$349,967
Benzie	\$10.00	44	\$0.00	\$10.00	\$0
Berrien	\$6.50	623	\$0.50	\$7.00	\$246,696
Branch	\$7.00	76	\$0.50	\$7.50	\$30,094
Calhoun	\$6.50	368	\$0.50	\$7.00	\$145,721
Cass	\$6.00	148	\$0.65	\$6.65	\$76,187
Charlevoix	\$7.00	95	\$0.50	\$7.50	\$37,618
Cheboygan	\$6.50	133	\$0.50	\$7.00	\$52,665
Chippewa	\$8.00	97	\$0.22	\$8.22	\$16,900
Clare	\$7.00	129	\$0.50	\$7.50	\$51,081
Clinton	\$6.50	95	\$0.50	\$7.00	\$37,618
Crawford	\$6.75	50	\$0.50	\$7.25	\$19,799
Delta	\$7.50	159	\$0.35	\$7.85	\$44,073
Dickinson	\$7.00	77	\$0.50	\$7.50	\$30,490
Eaton	\$6.15	202	\$0.55	\$6.70	\$87,987
Emmet	\$7.00	59	\$0.50	\$7.50	\$23,363
Genesee	\$7.00	2199	\$0.50	\$7.50	\$870,760
Gladwin	\$6.50	87	\$0.50	\$7.00	\$34,450
Gogebic	\$7.50	36	\$0.35	\$7.85	\$9,979
Grand Traverse	\$10.00	117	\$0.00	\$10.00	\$0

Gratiot	\$6.50	76	\$0.50	\$7.00	\$30,094
Hillsdale	\$7.00	121	\$0.50	\$7.50	\$47,914
Houghton	\$6.50	93	\$0.50	\$7.00	\$36,826
Huron	\$7.00	88	\$0.50	\$7.50	\$34,846
Ingham	\$6.15	821	\$0.55	\$6.70	\$357,610
Ionia	\$7.00	129	\$0.50	\$7.50	\$51,081
Iosco	\$5.15	87	\$0.90	\$6.05	\$62,010
Iron	\$7.00	59	\$0.50	\$7.50	\$23,363
Isabella	\$6.50	161	\$0.50	\$7.00	\$63,753
Jackson	\$7.50	456	\$0.35	\$7.85	\$126,397
Kalamazoo	\$6.00	774	\$0.65	\$6.65	\$398,435
Kalkaska	\$7.50	53	\$0.35	\$7.85	\$14,691
Kent	\$6.50	1452	\$0.50	\$7.00	\$574,963
Keweenaw	\$6.50	6	\$0.50	\$7.00	\$2,376
Lake	\$6.25	67	\$0.50	\$6.75	\$26,531
Lapeer	\$7.00	137	\$0.50	\$7.50	\$54,249
Leelanau	\$7.00	33	\$0.50	\$7.50	\$13,067
Lenawee	\$7.50	171	\$0.35	\$7.85	\$47,399
Livingston	\$7.50	153	\$0.35	\$7.85	\$42,409
Luce	\$7.00	18	\$0.50	\$7.50	\$7,128
Mackinac	\$6.50	30	\$0.50	\$7.00	\$11,879
Macomb	\$7.00	2,258	\$0.50	\$7.50	\$894,123
Manistee	\$6.00	109	\$0.65	\$6.65	\$56,110
Marquette	\$6.25	200	\$0.50	\$6.75	\$79,196
Mason	\$6.25	83	\$0.50	\$6.75	\$32,866
Mecosta	\$6.50	144	\$0.50	\$7.00	\$57,021
Menominee	\$7.50	113	\$0.35	\$7.85	\$31,322
Midland	\$6.00	165	\$0.65	\$6.65	\$84,938
Missaukee	\$7.00	50	\$0.50	\$7.50	\$19,799
Monroe	\$5.50	201	\$0.75	\$6.25	\$119,388
Montcalm	\$7.00	194	\$0.50	\$7.50	\$76,820
Montmorency	\$5.50	51	\$0.75	\$6.25	\$30,292
Muskegon	\$7.50	691	\$0.35	\$7.85	\$191,536
Newaygo	\$6.00	195	\$0.65	\$6.65	\$100,381
No County Assignment	\$5.15	1455	\$0.90	\$6.05	\$1,037,072
Oakland	\$6.00	2,898	\$0.65	\$6.65	\$1,491,815
Oceana	\$7.00	113	\$0.50	\$7.50	\$44,746
Ogemaw	\$6.50	147	\$0.50	\$7.00	\$58,209
Ontonagon	\$7.50	35	\$0.35	\$7.85	\$9,702
Osceola	\$6.00	136	\$0.65	\$6.65	\$70,009
Oscoda	\$5.50	34	\$0.75	\$6.25	\$20,195
Otsego	\$7.00	98	\$0.50	\$7.50	\$38,806
Ottawa	\$7.75	252	\$0.25	\$8.00	\$49,893
Presque Isle	\$6.25	44	\$0.50	\$6.75	\$17,423
Roscommon	\$6.50	121	\$0.50	\$7.00	\$47,914

Saginaw	\$6.00	1028	\$0.65	\$6.65	\$529,188
Sanilac	\$5.50	143	\$0.75	\$6.25	\$84,938
Schoolcraft	\$7.00	51	\$0.50	\$7.50	\$20,195
Shiawassee	\$6.50	199	\$0.50	\$7.00	\$78,800
St. Clair	\$7.00	460	\$0.50	\$7.50	\$182,151
St. Joseph	\$6.00	126	\$0.65	\$6.65	\$64,862
Tuscola	\$7.00	161	\$0.50	\$7.50	\$63,753
Van Buren	\$6.00	272	\$0.65	\$6.65	\$140,019
Washtenaw	\$6.50	562	\$0.50	\$7.00	\$222,541
Wayne	\$5.15	13,184	\$0.90	\$6.05	\$9,397,081
Wexford	\$7.00	121	\$0.50	\$7.50	\$47,914

B. Health Care Benefits

At present, Providers do not have access to health insurance through the MQCCC. The absence of affordable health care insurance is a recognized disincentive to recruitment and retention of Providers. The lack of health insurance can lead to a lack of, or to the inappropriate deferral of, necessary care.

During the term of this Contract, the Parties will seek practical methods, and appropriate funding, to provide access to affordable health care insurance for Providers. Such insurance may initially be made available on a regional basis, until statewide availability can be secured.

Among the options that will be considered is the creation of a statewide health and benefits fund.

This Agreement may be reopened by mutual agreement to provide for any amendment necessary to facilitate the implementation of health care options.

C. Paid Time Off

During the term of this Contract, the Parties will seek practical methods, and appropriate funding, to facilitate the provision of necessary time off for Providers in a manner that does not interrupt or diminish the provision of supports and services to Consumers.

At present, Providers are not given paid holidays, paid vacation time, or paid sick time. There is no existing mechanism for alternative provision of services to allow Providers time off, even on an unpaid basis.

Among the options that will be considered is the creation of a system-wide paid time-off fund.

This Agreement may be reopened by mutual agreement to provide for any amendment necessary to facilitate the creation of time-off options.

D. Dental Benefits

At present, Providers do not have access to dental insurance through the MQCCC. The absence of affordable dental insurance is a recognized disincentive to recruitment and retention of Providers. The lack of dental insurance can lead to a lack of, or to the inappropriate deferral of, necessary care.

During the term of this Contract, the Parties will seek practical methods, and appropriate funding, to provide access to affordable dental insurance for Providers. Such insurance may initially be made available on a regional basis, until statewide availability can be secured.

Among the options that will be considered is the creation of a statewide health and benefits fund.

This Agreement may be reopened by mutual agreement to provide for any amendment necessary to facilitate the implementation of dental insurance care options.

ARTICLE 8

TRANSPORTATION

The MQCCC and the SEIU Local 79 shall work together to support advocacy efforts to

improve access to transportation services and para-transit services for the benefit of Consumers and Providers.

ARTICLE 9

DISPUTE RESOLUTION

A. Consumer Dissatisfaction or Complaint

Where the Consumer removes a Provider, and if requested by the Provider, the MQCCC shall make reasonable efforts, taking into account MQCCC staffing levels, to ascertain the reason or reasons for such removal. On request, the MQCCC shall, if the Consumer consents, inform the Provider of the reasons for the removal or replacement of the Provider.

Where a Provider declines to continue providing services to a particular Consumer, that Consumer may request that the SEIU Local 79 make reasonable efforts to ascertain the reason(s) for the resignation. The SEIU will, if the Provider consents, inform the Consumer of the reason(s) for the resignation.

The MQCCC and the SEIU Local 79 agree to establish a method of mediation and conciliation designed to attempt to avoid or resolve conflicts between a Provider and a Consumer.

B. Provider Safety or Improper Conduct Complaints

If any Provider notifies MQCCC of any alleged physical harm or threatened physical harm or unlawful harassment on the job, the MQCCC may as appropriate, refer the issue or one or both parties to an appropriate agency and will refer the Provider to SEIU Local 79. The MQCCC and the SEIU Local 79 will follow up with DCH and DHS on the handling of such complaints.

C. Contractual Grievances and Enforcement

1. A grievance shall be defined as a dispute concerning an alleged breach of a specific provision of this Agreement. The mere removal of a Provider from an assignment by the Consumer shall not, in and of itself, be deemed a discharge or suspension, nor will it constitute cause for removal from the Registry and will not be grievable.
2. Grievances subject to resolution through this Article shall be resolved in accordance with the following procedure:

Step 1 – The Provider or SEIU Local 79 will initiate the grievance by telephone or in writing to the MQCCC within twenty one (21) days after the occurrence which gave rise to the grievance, or the date on which the Provider knew or should have known of the same, whichever occurs later. The MQCCC shall respond as soon as practicable, but in no event later than twenty one (21) days after presentation of the grievance, and send a copy to the Provider and SEIU Local 79.

Step 2 – If the matter is not resolved in Step 1, the SEIU Local 79 may present it to a joint labor-management committee, or by mutual consent, before the Board of the MQCCC.

Step 3 – If the grievance is not resolved at Step 2, as soon as practicable, but in no event later than twenty-one (21) days from the date the SEIU Local 79 receives a copy of the Step 2 decision SEIU Local 79 may request that the matter be submitted for final and binding arbitration. If a collateral proceeding is pending which seeks the same relief, the grievance arbitration will be held in abeyance pending resolution of the collateral proceeding. The SEIU and the

MQCCC will accept as binding the adjudicated findings of fact in the collateral proceedings.

3. Notwithstanding the foregoing, a grievance that affects a substantial number of Providers may be presented initially by SEIU Local 79 at Step 2 of the grievance procedure.

4. The Arbitrator's authority shall be limited to the interpretation and application of the express terms of this Agreement. The Arbitrator shall not have the authority to add or subtract from, or amend or modify this Agreement. Except as provided below, all Arbitration proceedings will be conducted pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final and binding on the parties and the involved Provider(s) and the parties shall share equally any fee or expense of the Arbitrator or administration fees of any agency.

5. The parties shall select one or more neutral Arbitrators who shall serve for the duration of this Agreement and who shall be used in rotation. The use of panel arbitrators is intended by the parties to create a body of experience and decisions to facilitate dispute resolution. All arbitration awards will be sent to each member of the panel. In order to facilitate arbitration remaining a cost effective dispute resolution mechanism:

- a) Post-hearing briefs shall be filed in any case only with the concurrence of the advocate for both sides;
- b) Transcripts will not be made of arbitration proceedings;
- c) Arbitrators will issue Awards with opinions unless otherwise requested mutually by the parties;
- d) The parties will endeavor to have Arbitrators hear more than one dispute per day of hearing;

e) Hearings may by mutual consent be conducted in whole or in part by telephone

In the event that no mutually selected Arbitrator is available, an ad hoc Arbitrator may be appointed through the procedures of the FMCS.

ARTICLE 10

NO DISCRIMINATION

Neither SEIU, Local 79 nor the MQCCC, pursuant to the requirements and authorities set forth in the Interlocal Agreement, shall discriminate against or in favor of any Provider on account of race, color, creed, national origin, political or religious belief or activity, sex, age, disability, height, weight, marital status, sexual orientation, citizenship status, Union activity protected under the Public Employment Relations Act, or on any other basis prohibited by applicable law.

This Article shall not be construed as otherwise limiting or impeding the right of consumers and prospective consumers to select, hire, supervise the work of, and remove any Provider. Nor shall it be interpreted so as to prevent the referral registry operated by the MQCCC from making referrals on the basis of bona fide job-related skills (e.g. language fluency or the physical ability to lift and transfer a consumer) or legitimate consumer preferences such as gender.

ARTICLE 11

REFERRAL REGISTRY

The MQCCC and the SEIU Local 79 agree that maintenance of a central referral registry is an appropriate mechanism for facilitating the placement of appropriate and available Providers with Consumers requiring services.

A. Maintenance of the Registry

The parties agree to cooperate on maintaining a single central registry for use by

Providers and Consumers. Both Providers and Consumers will be encouraged to utilize the Registry.

B. Use of the Registry

The Registry will be designed to facilitate use by individuals of varying skill and accessibility levels. Uniform rules controlling placement of Providers on the Registry, and use of the registry by Consumers, will be developed and amended as needed by the parties. The Registry will be covered by the contractual non-discrimination obligations. The parties will endeavor to encourage participation by minority and women providers.

The Registry will be designed to facilitate match-ups of Providers and Consumers based on a broad range of factors, including such issues as language preference/fluency, geographic locale, types of services required, types of specialized training if any required, hours of service, smoking preferences, and prior experience with successful or failed match-ups involving particular Consumers and Providers, etc.

C. Criminal Background Checks

Placement on the Registry may require a criminal background check to be conducted at no cost to individual Providers. Reasonable rules regarding disclosure and or disqualification based on such background checks shall be jointly developed by the MQCCC and the SEIU Local 79. Individual disputes regarding background checks will be subject to the grievance procedure.

D. Probationary Period

All current Providers will be presumed eligible to continue with their existing placement and presumed eligible to continued listing on the Registry. New Providers will be considered as 'probationary' until they have satisfactorily completed at least 240 hours of service for one or more Consumers. Non-Probationary Providers will have the right to continued listing on the Registry, absent just cause for removal.

E. Seniority

The MQCCC and the SEIU Local 79 recognize that both experience and continuity of service are valuable assets, and to encourage continued participation by Providers, seniority will be recognized. All current Providers will have the same initial seniority date and will accrue additional seniority based on months of service as the technical capacity to track seniority is implemented. The goal of the Registry is to identify, if possible, the 'best match' between a Consumer and prospective Provider. The names of the three most senior comparably qualified 'best match' Providers will be given to interested Consumers.

G. Removal from Registry

Providers may be removed from the Registry, on a temporary or permanent basis, for cause, pursuant to uniform rules, and subject to the grievance procedure.

H. Registry Advisory Committee.

1. A six-member Registry Advisory Committee ("the Registry Committee") shall be formed for the purpose of jointly reviewing and discussing the Registry's ongoing referral process and related policies and procedures, and offering advice and recommendations to the MQCCC as to potential improvements in such matters. The MQCCC and the SEIU Local 79 shall each appoint three (3) members of the Registry Committee, and the members shall serve at the pleasure of their respective appointing organizations. The person serving as Chair of the Registry Committee shall rotate from meeting to meeting between the MQCCC and the SEIU Local 79.
2. The Registry Advisory Committee shall meet at MQCCC headquarters unless mutually agreed otherwise on a quarterly basis, and submit its advice and recommendations to SEIU Local 79 and MQCCC in writing.
3. To assist the Registry Advisory Committee's activities, the MQCCC and the SEIU will provide to the Registry Advisory Committee data with respect to the monthly

volume of Provider and Consumer participants and additional appropriate data as requested by the committee. The Registry Advisory Committee will also be provided copies of the registry operating documents (rules, written procedures, enrollment packets and standard forms), in order to facilitate Committee discussion of "best practices."

4. The parties shall be solely responsible for determining reimbursement, if any, of expenses of their respective representatives and/or resource persons attending meetings of the Registry Advisory Committee.

ARTICLE 12

TRAINING

A. Training Opportunities

There are no mandated training requirements for Home Help providers at the time of the signing of this contract. In the absence of mandated training, SEIU, Local 79 and the MQCCC shall establish a Joint Training Committee with equal numbers of representatives of SEIU Local 79 and the MQCCC.

B. Goals of the Joint Training Committee

The goals of the Joint Training Committee are to provide opportunities for Providers to develop new skills, upgrade current skills, and feel more comfortable providing a wide variety of supports and services for consumers. Nothing the Joint Training Committee would do would prohibit or limit the right of Consumers to provide specialized training or orientation to their provider(s).

C. Duties of the Joint Training Committee

The objective of this Committee shall be to develop and/or review training programs and

opportunities for individual providers and make recommendations to the MQCCC Board to pursue getting funding for the training or to use existing funds when available to stipend Providers who attend the training.

D. Expenses

The parties shall be solely responsible for determining reimbursement, if any, of expenses of their respective representatives and/or resource persons attending meetings of the Joint Training Committee.

ARTICLE 13

TERM AND SCOPE OF AGREEMENT/SEVERABILITY

A. The provisions of this Contract, and any executed Letters of Understanding, shall supersede all prior agreements and constitute the sole source of any rights which may be asserted under this Agreement.

During the term of this contract the parties will not be obligated to bargain over any matter not specifically referred to or covered by this Contract, even though such matter may not have been considered by either party at the time they negotiated or signed this Contract.

B. This Agreement shall become effective on April 1, 2006, and shall expire September 30, 2009, with an annual economic reopener for wages and benefits or sooner upon mutual agreement of the parties.

C. In the event that any provision of this Contract is at any time declared invalid by any court of competent jurisdiction, such action shall not invalidate the entire Agreement, it being the express intent of the Parties that all other provisions, not so affected, shall remain in full force and effect. The invalidated provision shall be subject to re-negotiation by the Parties within 45 days of either party's request.

In the event of the passage of a new federal or state law or regulation having the force or

effect of law, each party may notify the other and request a meeting to discuss the impact of the statutory or regulatory change upon the terms of this contract. In the event the parties agree the contract is impacted by the statutory or regulatory change, the parties may renegotiate the affected provisions of the contract within 45 days of either party's request.

APPENDIX

1. Letter of Understanding Regarding Article 5
2. Letter of Understanding - Joint Labor Management Cooperation Committee
3. Bargaining Side Letter Re Dues

LETTER OF UNDERSTANDING REGARDING ARTICLE 5

The parties agree that implementation of dues withholding, as provided for in Article 5, is dependent on the cooperation of the State of Michigan and on the existence of appropriate technical capabilities.

Enforcement of the language of Article 5 will not occur until a practical method of withholding of dues or service fees is developed.

SEIU, Local 79 will not assert that the MQCCC has violated the Agreement if the technical cooperation of the State of Michigan cannot be secured and on-going despite the best efforts of the parties.

Further, the parties agree that initially, no dues will be deducted until the provider rate increases. This language does not prohibit any member from voluntarily paying dues at any time.

**Michigan Quality Community
Care Council (MQCCC)**

**Service Employees International
Union (SEIU), Local 79**

Susan Steinke

Rickman Jackson

Date

Date

LETTER OF UNDERSTANDING

JOINT LABOR MANAGEMENT COOPERATION COMMITTEE

The parties recognize and acknowledge that they are, and must be, partners in the fostering and indeed reshaping of appropriate programs for the provision of long term care and in developing and implementing programs and policies related to the immediate provision of support.

The parties share a commitment to respecting both the paramount rights, interests, and needs of consumers and the legitimate interests and concerns of providers.

The present period involves efforts by the parties, jointly and separately, to develop programs, policies, and initiatives which, on a statewide basis, address their mutual concerns with the provision of support. Among the immediate concerns are efforts to improve the recruitment, screening, training, and retention of providers.

The parties recognize that many such issues will be addressed and resolved through the formal collective bargaining process. The parties further recognize that both during that process, and during the term of the resulting Collective Bargaining Agreement, issues will arise which need to be addressed in a structured fashion between the MQCCC and SEIU, Local 79. Such a structured mechanism requires a formal Committee able to act with the authority of the two parties to address issues with flexibility and immediacy.

Issues to be addressed by the Committee may include:

1. The efforts toward the implementation and expansion of a central registry of providers;
2. The implementation and management of a system for appropriate background checks in the recruitment of providers;

3. Implementation of shared systems for tracking information related to providers;
 4. Regularization of payment rates on a Statewide basis;
 5. Programs to improve the accessibility of health care coverage for providers;
 6. Mechanisms for dispute resolution or conciliation between consumers and providers;
 7. The possibility of joint communications by SEIU, Local 79 & MQCCC with providers and consumers on issues of mutual concern;
 8. The possibility of joint communications by the MQCCC & SEIU, Local 79 with the public and with funding sources regarding the need for reshaping the provision of long term care;
 9. The possibility of joint surveys by SEIU, Local 79 & MQCCC of attitudes and concerns among the providers, consumers, and the public on issues related to the provision of long term care.
10. Orientation and Recruitment of Providers

To these ends, the parties agree to immediately establish a JOINT LABOR MANAGEMENT COOPERATION COMMITTEE. It shall be composed of up to three members assigned to represent each side. It shall convene on a regular schedule, to be mutually established, and may be convened on a special basis by either party. The Committee shall have authority to share information, seek common understanding on issues, resolve disputes, and propose joint action by the parties. The Committee will strive to reach consensus on issues before it and to approach such issues with openness and an intent to pursue innovative and collaborative solutions. The efforts of the Committee are not intended to supplant the formal bargaining process or dispute resolution mechanisms that may be provided under the terms of the Collective Bargaining Agreement.

BARGAINING SIDE LETTER RE DUES

From: SEIU

To: MQCCC

As we advised you during the 2005-2006 bargaining, the Union dues for this unit will be two and one-half percent (2.5%) of the Provider's compensation. In the event a new dues/fees schedule is approved by formal action of SEIU, Local 79 during the term of this Agreement, the MQCCC will be notified of the revised dues/fees so that proper amounts can be withheld.

**Michigan Quality Community
Care Council (MQCCC)**

**Service Employees International
Union (SEIU), Local 79**

Susan Steinke

Rickman Jackson

Date

Date