



COLLECTIVE BARGAINING AGREEMENT

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

2009-2012

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PREAMBLE

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

This Agreement formalizes the unique relationship between the MQCCC and the SEIU HCMI. The MQCCC operates pursuant to the Interlocal Agreement between the Department of Community Health, and the Tri-County Aging Consortium, as amended. Similarly, SEIU HCMI 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 HCMI 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 HCMI 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.

The MQCCC, Union, and agents acting on their behalf will treat each other with dignity and respect. It is the intent of this agreement to provide for a harmonious and cooperative environment to allow for the best possible home care to be provided to Michigan's seniors and people with disabilities.

ARTICLE 1

RECOGNITION

SEIU Healthcare Michigan 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 2

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 HCMI 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 HCMI will work together with Consumers to:

1. 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.
2. 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.
3. Promote the expansion of the Home Help program in both the number of people served and types and amount of supports and services provided.
4. Include significant representation by Home Help Consumers on joint SEIU HCMI and MQCCC committees and task forces that relate to the Home Help program.
5. 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 HCMI shall neither seek nor receive information regarding the name, address, phone number, or any other personal information regarding Consumers.

SEIU HCMI 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 3

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 4

UNION RIGHTS

A. Union Security

Each Provider is entitled to full membership and participation in the SEIU, Healthcare Michigan. With dues paying membership in SEIU HCMI, comes the right in keeping with the Constitution and Bylaws of SEIU HCMI to vote for, and hold elective union office, and to vote on important internal union matters. Providers may elect instead to decline membership in SEIU HCMI and instead pay to SEIU HCMI 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 HCMI 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 offer to share space with SEIU HCMI on any bulletin board, or similar, wherever they are given access to one – including inside the premises of government agencies and community organizations, as permitted by such agencies and organizations.

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

C. Introductory Sessions and Trainings

When an introductory session or MQCCC-sponsored training solely intended for providers represented by SEIU HCMI, is scheduled for Providers, SEIU HCMI shall be invited to make a presentation, at a mutually agreeable time, about the organization, representational status, and union benefits.

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 SEIU HCMI 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 SEIU HCMI and the MQCCC.

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

E. Union Dues

1. The SEIU and the MQCCC agree dues deduction is an internal process that must be preserved. However the parties want to clearly set forth in writing the dues calculation method determined by the SEIU. Full Union dues for this unit will be 2.75% of the Provider's compensation. In the event a new dues/fees schedule is approved by formal action of the SEIU during the term of this Agreement, the MQCCC will be notified of the revised dues/fees so that proper amounts can be withheld.

- a) The MQCCC shall not require individual written authorization for the withholding of regular dues. Providers will provide written notice if

they object to paying full union dues and wish to pay a lesser agency/fair share fee, submitted in accordance with the uniform rules of SEIU HCMI. Upon proper submission of such a notice, the MQCCC is permitted to accept such objection and deduct the lesser agency/fair share fee as determined by SEIU HCMI.

- b) SEIU HCMI shall mail to all new Providers covered by this Agreement a notice advising Providers that there is an agency shop/fair share agreement with SEIU HCMI and that all Providers subject to the Agreement must either be members of SEIU HCMI or pay an agency shop/fair share fee to SEIU. The mailing to all Providers shall be in accordance with applicable State and Federal laws.
- c) Dues and fees shall be remitted to SEIU HCMI on or before the 25th of the next month.

2. Upon receipt from a Provider of an individual written authorization for SEIU COPE, 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 SEIU COPE 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 COPE, their disposition shall be the sole and exclusive obligation and responsibility of SEIU HCMI, and the MQCCC assumes no further obligation, financial or otherwise, arising out of the provisions of this Article, and SEIU HCMI 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.

F. Neutrality

The MQCCC agrees that the State and its managerial and supervisory staff should remain neutral on the question of whether Providers should join and be represented by the Union. The MQCCC agrees to work with the Union to have all questions addressed to the State or its staff by Providers concerning membership in or representation by the Union will be referred to the Union.

ARTICLE 5

NO STRIKE/NO LOCKOUT

During the term of this Agreement, SEIU HCMI, 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 6

COMPENSATION AND BENEFITS

A. Compensation Improvements

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.

The parties agree that the 2009/10 wage improvements will be determined by the 2009/10 State budget.

Thereafter, there will be an annual Compensation Reopener for the negotiation of compensation rates, taking into account the Budget as annually adopted by the State. The Wage Schedule is attached as Appendix A.

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 7

TRANSPORTATION

1. The MQCCC and SEIU HCMI shall work together to develop clear explanations for providers and consumers on what kinds of transportation reimbursements, if any, are allowed under the Home Help program. The MQCCC and SEIU HCMI shall work together to ensure that all available transportation reimbursements are made available to any provider who qualifies for them.

2. Over the course of this agreement, the MQCCC and SEIU HCMI will conduct a feasibility study, subject to the availability of funds, to understand the transportation needs of providers. The study will include cost estimates on how much transportation reimbursements would cost.

ARTICLE 8

PAYMENT, ACCOUNTABILITY, AND EMPOWERMENT SYSTEM

MQCCC and SEIU HCMI will work together towards a mechanism to retain Consumer oversight and empowerment while relieving Providers and Consumers from the burdens of the current dual party check system. Some of the goals are:

- Make it less cumbersome for Providers to receive payment and/or cash checks;
- Protect consumer rights to guarantee work is being performed; and

- Protect Provider rights to prompt payments.

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 SEIU HCMI make reasonable efforts to ascertain the reason(s) for the resignation. SEIU HCMI will, if the Provider consents, inform the Consumer of the reason(s) for the resignation.

The MQCCC and SEIU HCMI agree to establish a method of mediation and 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 HCMI. The MQCCC and SEIU HCMI 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 HCMI 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 HCMI.

Step 2 – If the matter is not resolved in Step 1, SEIU HCMI 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 SEIU HCMI receives a copy of the Step 2 decision SEIU HCMI 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. SEIU HCMI 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 HCMI 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.

D. Fair Hearings

The MQCCC and SEIU HCMI will work together to determine the feasibility of allowing providers to access the fair hearing process with their consumers. The two parties will work with the appropriate state departments to change the necessary regulations.

E. Provider Right to Appeal

The MQCCC and SEIU HCMI will work together to develop and advocate for an appeal process for Providers. The two parties will work with the appropriate state departments to change the necessary regulations.

ARTICLE 10

NO DISCRIMINATION

Neither SEIU HCMI 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 SEIU HCMI 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 is maintained by the MQCCC and the MQCCC shall assist and accommodate individuals of varying skill and accessibility levels in using the Registry. 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

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 have been jointly developed by the MQCCC and SEIU HCMI. The parties will continue to work together to update and change these rules as necessary. 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 SEIU HCMI recognize that both experience and continuity of service are valuable assets, and to encourage continued participation by Providers, seniority will be recognized. All Providers will accrue seniority based on months paid as a Home Help provider 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 match considerations are: (1) services requested; (2) consumer/provider preferences; and (3) seniority. All three will be considered in this order. The names of the two most senior comparably qualified 'best match' Providers will be given to interested Consumers, along with three less senior Providers. The less senior Providers will be selected on a rotation based on last referral. The Registry Committee will study the issues of how to give appropriate seniority when service is interrupted and when providers are receiving a retroactive check.

G. Removal from Registry

Providers may be removed from the Registry, on a temporary or permanent basis, for cause, not 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 SEIU HCMI 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 SEIU HCMI.

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 HCMI and MQCCC in writing.

3. To assist the Registry Advisory Committee's activities, the MQCCC and SEIU HCMI 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

SELF DETERMINATION

In the event that the Registry managed by the MQCCC is used for "Self-Determination", "Cash and Counseling" or any similar program, workers referred by the Registry and employed by consumers under such program(s) shall be members of the bargaining unit and this Agreement shall be in full force and effect with respect to such workers.

ARTICLE 13

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 HCMI and the MQCCC shall establish a Joint Training Committee with equal numbers of representatives of SEIU HCMI 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 14

TERM AND SCOPE OF AGREEMENT/SEVERABILITY

1. 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.

2. Except for those provisions requiring a legislative appropriation of funds, this Agreement shall go into full effect October 1, 2009, with an annual economic re-opener for wages and benefits, and shall continue in full effect, unless modified by mutual written agreement of the parties, through September 20, 2012. Those provisions requiring a legislative appropriation shall go into full effect on October 1, 2009 or as otherwise provided for in this Agreement, if approved.

3. 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 or the parties may renegotiate the affected provisions of the contract within 45 days of either party's request.

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

**Service Employees International
Union, Healthcare Michigan**

Susan Steinke

Marge Faville

Date

Date

APPENDIX A

1. Wage Schedule. See article 6.
2. Letter of Understanding - Joint Labor Management Cooperation Committee

WAGE SCHEDULE

County	Wages as of 10/1/2008	Wage Increase	Wages as of 10/1/2009
Alcona	\$7.50		
Alger	\$8.00		
Allegan	\$7.50		
Alpena	\$7.50		
Antrim	\$8.00		
Arenac	\$7.50		
Baraga	\$7.50		
Barry	\$7.50		
Bay	\$7.50		
Benzie	\$10.50		
Berrien	\$7.50		
Branch	\$7.50		
Calhoun	\$7.50		
Cass	\$7.50		
Charlevoix	\$7.50		
Cheboygan	\$7.50		
Chippewa	\$8.50		
Clare	\$7.50		
Clini	\$7.50		
Crawford	\$7.50		
Delta	\$8.00		
Dickinson	\$7.50		
Eaton	\$7.50		
Emmet	\$7.50		
Genesee	\$7.50		
Gladwin	\$7.50		
Gogebic	\$8.00		
Grand Traverse	\$10.50		
Gratiot	\$7.50		
Hillsdale	\$7.50		
Houghton	\$7.50		
Huron	\$7.50		
Ingham	\$7.50		
Ionia	\$7.50		
Iosco	\$7.50		
Iron	\$7.50		
Isabella	\$7.50		

Jackson		\$7.50		
Kalamazoo		\$7.50		
Kalamazoo		\$7.50		
Kent		\$7.50		
Keweenaw		\$7.50		
Lake		\$7.50		
Lapeer		\$7.50		
Leelanau		\$7.50		
Lenawee		\$7.50		
Livingston		\$7.50		
Luce		\$7.50		
Mackinac		\$7.50		
Macomb		\$7.50		
Manistee		\$7.50		
Marquette		\$7.50		
Mason		\$7.50		
Macomb		\$7.50		
Menominee		\$8.00		
Midland		\$7.50		
Missaukee		\$7.50		
Monroe		\$7.50		
Montcalm		\$7.50		
Montmorency		\$7.50		
Muskegon		\$7.50		
Newaygo		\$7.50		
No County Assignment		\$7.50		
Oakland		\$7.50		
Oceana		\$7.50		
Ogemaw		\$7.50		
Ontonagon		\$8.00		
Ontonagon		\$7.50		
Oscoda		\$7.50		
Otsego		\$7.50		
Ottawa		\$8.25		
Presque Isle		\$6.25		
Roscommon		\$7.50		
Saginaw		\$7.50		
Sanilac		\$7.50		
Schoolcraft		\$7.50		
Shiawassee		\$7.50		
St. Clair		\$7.50		
St. Joseph		\$7.50		
Tuscola		\$7.50		

Van Buren	\$7.50		
Washtenaw	\$7.50		
Wayne	\$7.50		
Wexford	\$7.50		

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 agree 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 HCMI. 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 effort 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 HCMI & MQCCC with providers and consumers on issues of mutual concern;
8. The possibility of joint communications by the MQCCC & SEIU HCMI 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 HCMI & 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. The committee shall meet on a flexible basis, but no later than thirty days after either party requests a meeting unless otherwise mutually agreed. The parties are encouraged to select participants for these discussions who are representatives of the issues to be discussed and who

bring to the discussion the authority to make decisions on behalf of the parties. 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.

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

**Service Employees International
Union, Healthcare Michigan**

Susan Steinke

Marge Faville

Date

9-16-09
Date