



# HOME CARE WORKERS CONTRACT

JULY 1, 2023 THROUGH JUNE 30, 2025



UNITED HOME CARE WORKERS  
**MINNESOTA**



*Cover art made by the children of our member-leaders at the launch of our contract fight on October 16th, 2022.*

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Scan the QR code to fill out your membership form online.

# BETTER TOGETHER

## WELCOME to SEIU HEALTHCARE MN & IA

### ► CONGRATULATIONS!

You are a Union Member in SEIU Healthcare Minnesota & Iowa. You are part of a powerful group of people who have a voice at work and set the standards for working people across the country. The Service Employees International Union is a national union with over 2 million members and over 1 million in healthcare. SEIU Healthcare Minnesota & Iowa (SEIU HCMNIA) is a state-wide local that represents over 55,000 people who work in Hospitals, Clinics, Long Term Care and Home Care. As a union, we achieve things we could never achieve individually.

You are holding in your hand the result of hard fought negotiations between the State of Minnesota and SEIU Healthcare Minnesota & Iowa. Union member leaders, made up of Community PCAs, Family Caregivers, and Home Care Clients, have participated in bargaining based on member input and priorities since 2014.

You can find out what your fellow union members have won in the past by reviewing the full Collective Bargaining Agreement (CBA).

Whether you are new to your job or have been a union member for years, your membership and participation is what keeps our union strong. At the back of this contract booklet, you will find many resources on how to get involved and where to find help if you need it.

In Unity,

SEIU HC MN&IA Officers

*Jamie Gulley, President*

*Jigme Ugen, Executive Vice President*

*Phillip Cryan, Executive Vice President*

*Brenda Hilbrich, Executive Vice President*

*Rasha Ahmad Sharif, Executive Vice President*

# COLLECTIVE BARGAINING AGREEMENT

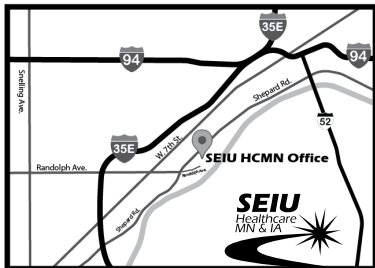
between

**SEIU Healthcare Minnesota  
& Iowa**

and

**State of Minnesota**

**July 1, 2023 through June 30, 2025**



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## **PREAMBLE**

This Agreement is made and entered into on February 27, 2023, by and between the State of Minnesota, hereinafter referred to as the "State," and SEIU Healthcare Minnesota and Iowa, hereinafter referred to as the "Union."

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

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

The parties recognize the importance of involving both Individual Providers and Participants in strategy decisions and policymaking, and that nothing in this Agreement is

intended to supersede or interfere with the principles of participant self-direction.

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

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

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

## **DEFINITION OF TERMS**

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

(a) "Covered Program" means a program providing direct support services funded in whole or in part by



the State of Minnesota, including the Community First Services and Supports (CFSS) program; Consumer Directed Community Supports (CDCS) services and extended state plan personal care assistance services available under programs established pursuant to home and community-based service waivers and under the alternative care program; the Personal Care Assistance Choice (PCA Choice) program; the Consumer Support Grant (CSG) program; and any similar program that may provide similar services in the future.

(b) “Direct Support Connect” is an online tool (and telephone) matching service for program participants seeking workers and Individual Providers seeking work to voluntarily use in order to find one another.

(c) “Direct Support Services” means personal care assistance services covered by Medical Assistance; assistance with activities of daily living (ADLs) and instrumental activities of daily living (IADLs); and other similar, in-home long-term services and supports provided to an eligible Participant by their employee or the employee of their representative to meet such person’s daily living needs and ensure that such person may adequately function in the person’s home and have safe access to the community.

(d) “Fiscal Intermediary” means the Fiscal Support Entity or Fiscal Management Service that provides support to participants and participants’ representatives with regard to employing Individual Providers. Prior to the

implementation of a new fiscal management structure, PCA Choice Provider Agency shall be included in the definition of Fiscal Intermediary.

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

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

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

## **ARTICLE 1. UNION RECOGNITION**

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

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

## **ARTICLE 2. NON-DISCRIMINATION**

### **Section 1. Prohibition Against Discrimination.**

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

## **Section 2. Union Activity.**

The State shall not discriminate against, interfere with, restrain or coerce an Individual Provider from exercising their right to join or not join the Union, to serve in an elected or appointed position with the Union, or to participate in any other official capacity on behalf of the Union. The State shall remain neutral on the question of whether Individual Providers should join the Union under PELRA. The State shall also require that all Fiscal Intermediaries with which it contracts shall remain neutral on the question of whether Individual Providers shall join the Union. All questions addressed to the State or its Fiscal Intermediaries by Individual Providers concerning membership in or representation by the Union under PELRA shall be referred to the Union.

## **Section 3. Program Participants' Rights.**

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

## **ARTICLE 3. PROGRAM PARTICIPANT RIGHTS**

This Agreement shall not diminish in any way the rights of Program Participants or Participants' Representatives to:

1. Select a service model of their choice, without

interference or manipulation and with access to accurate information;

2. Select, hire, direct, train, supervise, and terminate the employment of their Individual Providers;
3. Determine levels of service;
4. Determine the work schedule of Individual Providers in their employ;
5. Manage individual service budgets, within the limits established by the State's covered programs;
6. Determine Individual Provider wages in accordance with Article 4 of this Agreement; and,
7. Receive direct support services from Individual Providers not referred to them through a state registry.

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

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

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

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

#### **ARTICLE 4. COMPENSATION**

Effective July 1, 2022, the minimum hourly wage rate for all Individual Providers shall be \$15.25.

Effective January 1, 2024, or within 30 calendar days of federal approval of the required State and waiver plan amendments, whichever is later, the minimum hourly wage rate for all Individual Providers shall be \$19.00.

Effective January 1, 2025, or within 30 calendar days of federal approval of the required State and waiver plan amendments, whichever is later, the minimum hourly wage rate for all Individual Providers shall be \$20.00.

Effective January 1, 2025, or within 90 days of federal approval, whichever is later, the following tiered wage schedule shall be implemented for PCA Choice or budget model under CFSS.

Cumulative PCA hours worked are defined by the Department of Human Services through the number of units of service provided by an Individual Provider since July 1, 2017 according to claims data.

<b>Cumulative PCA Hours Worked</b>	<b>Wage Floor</b> (PCA Choice, CFSS Budget Model) (Effective Date: January 1, 2025)
0 - 1,000	\$20.00
1,001 – 2,000	\$20.50
2,001 – 6,000	\$21.00
6,001 – 10,000	\$21.70
10,001+	\$22.50

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

## **ARTICLE 5. PAID TIME OFF**

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

Effective October 1, 2021, or upon federal approval of the required State and waiver plan amendments, whichever is later, an Individual Provider shall accrue one (1) hour of PTO for every thirty (30) hours worked in covered programs. PTO shall be paid at the Individual Provider's normal rate of pay which they would have been paid had they worked for the Participant who approved their use of PTO.

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

An Individual Provider must obtain the express consent of their participant or participant's representative in order to use or waive PTO. Upon implementation of a new fiscal management structure, Individual Providers may cash out their accrued PTO at any time, upon request, with the express approval of their Program Participant.



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

Up to eighty (80) hours of accrued PTO shall be cashed out and paid to the Individual Provider upon termination of all employment managed by a Fiscal Intermediary. Upon implementation of CFSS, up to eighty (80) hours of accrued PTO shall be cashed out by a Fiscal Intermediary and paid to an individual provider upon termination of the individual provider's membership in the bargaining unit.

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

An Individual Provider shall be paid at 1.5 times their normal rate of pay for all hours worked on the following seven (7) holidays:

- New Year's Day
- Rev. Dr. Martin Luther King Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving

Effective January 1, 2024, or within 30 days of federal approval, whichever is later, an Individual Provider shall be paid at 1.5 times their normal rate of pay for all hours worked on the following holiday:

- Juneteenth

## **ARTICLE 7. ENHANCED RATE**

The State and the Union recognize the need for career development for Individual Providers to align compensation with skills and experience. Initial strategies will focus on Individual Providers supporting Participants identified by the State through assessment as those Participants who are eligible for at least ten (10) hours of personal care assistance each day.

Aligning compensation with skills and experience will enable eligible Participants to attract the Individual Providers they need to remain in their homes and communities.

Participants eligible to access increased financial incentives to attract Individual Providers will be identified by the State through assessment as those Participants who are eligible for at least ten (10) hours of personal care assistance services each day. Individual Providers who may access increased financial incentives to work with eligible Participants must complete designated training approved by the DHS Commissioner or the Commissioner's designee. Beginning July 1, 2019 , 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 Participants using CDCS, CSG and CFSS.

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

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

### **Section 2. Definition.**

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

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

- Step 1: Informal Resolution
  - The Individual Provider and/or a Union representative may confer with the DHS-

- designated representative and attempt to resolve the issue informally.
- Where issues arise involving a Fiscal Intermediary, in recognition of the partnership with Fiscal Intermediaries, the Individual Provider and/or a Union representative may contact the Fiscal Intermediary and attempt to resolve the issue informally. A DHS-designated representative shall be included in or copied on all such communication between the Individual Provider and/or Union representative and the Fiscal Intermediary.
  - Step 2: Written Grievance
    - If the Union wishes to initiate a formal grievance, the Union representative may consult with the Individual Provider. The Union representative or Individual Provider, shall, on a form supplied by the Union, set forth the grievance in writing, including a statement of the pertinent facts surrounding the grievance, the date on which the incident occurred, the alleged violations of the Agreement, the specific remedy requested, and attach any supporting documentation. Where supporting documentation is required, the Union shall provide such documentation within twenty-one (21) calendar days of filing the grievance.
    - The written grievance shall be submitted to the DHS-designated representative within twenty-one (21) calendar days of the occurrence of

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

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

In cases where DHS becomes aware through the Step 2 grievance process about the Fiscal Intermediary's potential need for technical assistance with the Fair Labor Standards Act or Minnesota's legal protections against wage theft, DHS will inform the Fiscal Intermediary on where to find official guidance (e.g., Department of Labor and Industry) on compliance with their responsibilities under the Fair Labor Standards Act or Minnesota's legal protections against wage theft.

- Step 3 (Optional): Mediation
  - As an alternative prior to final and binding arbitration in Step 4, if the grievance is not resolved in Step 2 the parties may choose by mutual agreement to submit the matter to mediation through the Minnesota Bureau of Mediation Services (“BMS”) to resolve it.
- Step 4: Arbitration
  - If the grievance is not settled at Step 2 or Step 3, the Union may appeal the grievance in writing to final and binding arbitration. The written appeal must be submitted to the Assistant State Negotiator of Minnesota Management and Budget or the Minnesota Management and Budget Commissioner’s designee. The Parties agree that prolonged delays in taking matters to arbitration can make it challenging to the arbitrator, and for both parties, to effectively address the alleged contract violation being arbitrated. Any grievance that is not appealed in writing by the Union to the Assistant State Negotiator or the Minnesota Management and Budget Commissioner’s designee within twenty-one (21) calendar days after DHS’s written response is submitted or due shall be waived.
  - The arbitration proceeding shall be conducted by an Arbitrator to be selected from a panel of seven (7) arbitrators obtained from BMS. The Arbitrator shall be selected from the panel by the following method: the Union and the State shall each strike names from the list, alternating choices of names

to strike, until only one arbitrator remains. The remaining arbitrator shall hear the grievance and decide the case. The party that strikes first shall be determined by coin toss.

- The Union shall be responsible for contacting the arbitrator to seek availability for an arbitration date(s). The scheduled arbitration date(s) shall be mutually agreeable to both parties.
- The award of the Arbitrator shall be final and binding upon both parties.
- The parties shall each pay one half (1/2) the costs or fees, if any, of the Arbitrator. Each party shall be responsible for its own costs, including the costs of representation, advocacy and the costs of that party's appointed representatives. If either party cancels an arbitration hearing or asks for a postponement fewer than 21 days before a hearing, and that cancelation or postponement leads to the arbitrator making a charge, the canceling party or the party asking for the postponement shall pay this charge. If the parties mutually agree to cancel or mutually agree to ask for a last minute postponement that leads to the arbitrator making a charge, the parties shall each pay one half (1/2) of the charge.
- The Arbitrator shall be without power to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The Arbitrator shall consider and decide only the specific issue submitted in writing by the State and the Union, and shall have no authority to make a decision on

- any other issue not so submitted.
- The Arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law.

#### **Section 4. Expedited Arbitration.**

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

#### **Section 5. Time Limits.**

The State and the Union agree that the time limits provided in this Article are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations. Days will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day that is not a Saturday, Sunday or holiday.



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

## **ARTICLE 9. BACKGROUND CHECKS**

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

## **ARTICLE 10. THE STATE-PROVIDER COOPERATION COMMITTEE**

### **Section 1. Purpose.**

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

and value of Individual Provider training, education, and preparation to perform support services Program Participants require. To enhance the quality of home care services provided to Program Participants by Individual Providers and to improve the safety of home care work for both Individual Providers and Program Participants, the State and the Union agree to continue and further develop the work of the State Provider Cooperation Committee. A key goal of the Committee's work is to make available voluntary training programs, required orientation programs for all Individual Providers, and stipends of \$500 for Individual Providers who have completed designated, voluntary trainings made available through or recommended by the Committee. The Committee may consider development of training programs that pay experienced Individual Providers to provide on-the-job training to new Individual Providers serving the same Program Participant.

## **Section 2. The Committee.**

The State Provider Cooperation Committee shall consist of no more than eight (8) DHS-designated representatives and no more than eight (8) Union representatives, unless mutually agreed to by the parties. The State Provider Cooperation Committee shall determine training and overview needs and priorities, evaluate options for training and overview subject matter, the frequency and locations of trainings and overviews, and potential partnerships with other organizations and/or academic institutions for the provision of trainings, and make recommendations to the Commissioner of DHS or

designee. The State shall provide Fiscal Intermediaries information about available voluntary trainings.

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

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

### **Section 3. Overview and Orientation.**

#### **Subd. 1. Overview**

All new Individual Providers are required to complete an overview of Individual Provider work to include, at a minimum: principles of independent living and self-direction; prevention of fraud and abuse; basic operational procedures (e.g., filling in time-sheets); privacy compliance and confidentiality for program participants; and a list of public health clinics in each county that offer vaccines. When such an overview is conducted in person, the Union shall have the opportunity to discuss worker's rights and responsibilities, collective bargaining, the provisions of this contract and steps to take if they experience contract violations. The State Provider Cooperation Committee shall make recommendations in line with the intention of the overview and that relate to the overview's curriculum and providers, and shall evaluate and make recommendations for improvements to the program.

## Subd. 2. Orientation

The State and the Union recognize the benefit from providing Individual Providers access to information that covers a variety of topics which are intended to provide assistance to all Individual Providers in navigating their role as an Individual Provider.

### A. Establishment of Orientation Committee

The Union and the State hereby agree to sponsor and create the Orientation Committee, which is distinct from the State Provider Cooperation Committee. The Orientation Committee shall consist of no more than four (4) DHS-designated representatives and no more than four (4) Union representatives, unless mutually agreed to by the parties. Those on the Orientation Committee shall have a role in determining needs and priorities of the orientation program, evaluating options for orientation, the frequency and locations of orientation, and potential partnerships with other organizations, individuals, and/or academic institutions for the provision of orientation.

The parties understand that the Orientation Committee is not intended to replace or substitute for the work of other councils, task forces, or other entities established by DHS to issue recommendations on home and community-based services policy. The establishment and role of the Orientation Committee does not modify the management rights reserved to the State in this agreement. The Orientation Committee shall abide by the State's standards

for contracting and paying qualified individuals, incorporating stakeholder input, communications, instructional design, and accessibility. Orientation Committee meetings shall not be considered or used as a bargaining forum, or to make any specific amendments to the Agreement, nor shall they be considered or used as a substitute for the grievance procedure.

#### B. Contributions by Committee Union Members

Those committee members not regularly employed at half-time or more hours by the Union or employed by the State shall be eligible to enter into a contract with the State, not to exceed five thousand (\$5,000.00) dollars per member per state fiscal year, for completing contractually defined deliverables on behalf of the Committee.

#### C. Orientation Program

All new Individual Providers should be invited to complete the voluntary orientation session.

At the Individual Provider's choice, the Individual Provider may complete the orientation session in one of the following formats: virtual-live or in-person.

Individual Providers who complete virtual-live or in-person orientation shall receive a one-time stipend of \$100 for completing orientation.

The State and the Union agree these topics provide a general knowledge base for all Individual Providers and will be covered in an orientation session. At the Committee's discretion, additional topics may be added or existing topics may be removed:

- Program system overview (support services structure, employment structure)
- Mandated reporting
- Emergencies
- Where to obtain information regarding client's disabilities
- Learning about client
- Independent living basics
- Cultural responsiveness
- Access to available trainings

The Union shall be provided fifteen (15) minutes of time at virtual-live or in-person orientation for a Union representative to orient Individual Providers to collective bargaining and the provisions of this contract.

#### D. Orientation Financing

The State agrees to provide \$500,000 per year to the Orientation Committee for providing orientation to Individual Providers, which includes contracting for orientation-related work.

The State also agrees to provide one-time funding of \$3,000,000 effective July 1, 2023 for stipends for Individual Providers who complete designated,

voluntary orientation session available through or recommended by the Orientation Committee.

E. Orientation Program Implementation

The first orientation session shall be conducted within ninety (90) days from when the Orientation Committee finalizes the orientation program. The Orientation Committee will collaborate to determine how to reach all Individual Providers to encourage attendance at an orientation session.

F. Establishment of an Orientation Trust

Upon enactment of a state law authorizing the creation of such a trust, the Union and the State agree to sponsor and create a joint labor and management (Taft-Hartley) trust fund, and effective July 1, 2023, the State shall provide one-time funding of \$1,000,000 for future orientation programs administered by the Home Care Orientation Trust.

Should administration or implementation of the trust be found to be contrary to law, such determination shall not invalidate remaining portions of this Article.

**Section 4. Financing.**

The State agrees to provide \$250,000 per year to the State Provider Cooperation Committee for providing trainings and orientation to Individual Providers.

The State also agrees to provide one-time funding of



\$2,000,000 effective July 1, 2023 for stipends of \$500 for Individual Providers who complete designated, voluntary trainings made available through or recommended by the State Provider Cooperation Committee.

## **ARTICLE 11. ACCESS TO VACCINATION INFORMATION**

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 12. UNION RIGHTS**

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

The Union shall provide the Fiscal Intermediary with a notice listing all Individual Providers who have submitted proper authorization for dues deductions and the rate at which dues shall be deducted. A list of any and all additional Individual Providers who have submitted proper authorization shall be transmitted electronically from the Union to the Fiscal Intermediary at least ten (10) days prior to the beginning of the payroll period for which the deductions must be effective. The dues of all Individual Providers who have submitted proper authorizations shall be electronically remitted, together with an itemized statement, to the Union within ten (10) days after such deductions are taken.

Upon implementation of a new fiscal management structure, the dues remittance shall be accompanied by a list of members and amounts deducted, in a sortable electronic file transmitted to the Union via secure file upload or email on the same day the dues is remitted. The file shall list the following information for each member:

- A. Pay period in which the dues were deducted
- B. Unique Minnesota Provider Identification (UMPI) number
- C. First Name
- D. Last Name
- E. Address
- F. City
- G. State
- H. Zip Code

- I. Total gross pay in the pay period
- J. Amount of dues deducted
- K. Amount of additional voluntary dues deducted, if any

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

## **Section 2. Individual Provider List.**

The State will provide Fiscal Intermediaries with a template in a sortable, electronic format with the fields labeled and columns arranged in the order below. The State shall require the Fiscal Intermediaries who provide PCA Choice, CSG, CFSS, and CDCS services to provide to the Union on a pay period basis, in a sortable electronic format, the following information on Individual Providers:

- 1. Unique Individual Provider ID number;
- 2. Full name, with separate fields for first and last names;
- 3. Full home address, with separate fields for address, city, state, and zip code;
- 4. Telephone number;
- 5. Hire date;
- 6. Termination date (if any);
- 7. Hours paid in the previous pay period;
- 8. Hourly wage rate (or rates, if providing services to multiple recipients);

9. Gross pay in the previous pay period;
10. PTO accrued in the previous pay period;
11. PTO used in the previous pay period;
12. PTO account balance;
13. Union membership status;
14. Amount of dues deducted in the previous pay period;
15. Fiscal Intermediary name and mailing address;  
and
16. Any other Individual Provider information in accordance with state law.

The State shall require the Fiscal Intermediaries who provide PCA Choice, CSG, CFSS, and CDCS services to denote those Individual Providers who began providing services during the previous pay period with the same information and in the same format as the others described above. The State shall also require the Fiscal Intermediaries who provide PCA Choice, CSG, CFSS and CDCS services to send to the Union each pay period a list of Individual Providers who were terminated during the pay period.

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

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

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

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

### **Section 4. Union Materials.**

DHS shall require the Fiscal Intermediary to distribute to Individual Providers Union membership applications and Union orientation materials in either written or electronic format by email, whichever is mutually agreed upon by the Fiscal Intermediary and the Union. It shall be the Union's responsibility to provide the Fiscal Intermediary with any updated Union applications and orientation materials as well as sufficient copies for distribution (if provided in written format). The Fiscal Intermediary should direct any requests for materials in alternative formats to the Union. The materials shall not be partisan or defamatory in nature, and shall be subject to prior review and approval by the State.

### **Section 5. Website.**

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

## **Section 6. Union Representatives.**

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

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

The State shall provide to the Union a copy of any notices, direction, or other official communication relating to operational and programmatic functions sent by DHS to Fiscal Intermediaries. When DHS sends notices, direction, or other official communication to Fiscal Intermediaries on terms and conditions covered by the collective bargaining agreement, DHS will provide these to the Union before they are sent out; this provision shall not be subject to the grievance procedure. The Union may request to include Union materials in the information sent to Fiscal Intermediaries on a periodic basis, as mutually agreed, provided that the Union must cover any additional costs incurred due to inclusion of its communications materials and subject to prior review and approval of those materials by the State.

## **Section 8. Indemnity.**

The Union agrees to indemnify and hold the State, its agents, officers and employees harmless against any and all claims, suits, orders, or judgments brought or issued

against the State as a result of any action taken or not taken as a result of a request of the Union under the provisions of this Article.

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

### **ARTICLE 13. MANAGEMENT RIGHTS**

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

- A. To establish missions, programs, objectives, activities and priorities.
- B. To manage, direct and control all of the agency's activities to implement programs.
- C. To develop, modify and administer policies, procedures, rules and regulations and determine the methods and means by which programs are to be carried out.
- D. To make and execute contracts and all other instruments necessary or convenient for the

performance of the State's duties or exercise of the State's powers, including contracts with public and private agencies, organizations or corporations and individuals to pay them for services rendered or furnished.

- E. To modify any and all operations in order to more efficiently and effectively provide services as a result of any existing and/or new laws, rules and regulatory provisions of state and/or federal origin which may in any way affect the State's ability to provide services.

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

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

## **ARTICLE 14. FISCAL INTERMEDIARY ROLES AND RESPONSIBILITIES**

The State and the Union recognize the importance of Fiscal Intermediaries as essential partners in providing high quality services on which people participating in self-directed services rely. Although Fiscal Intermediaries are



not a party to this Agreement, the State and the Union recognize the importance of working in partnership with Fiscal Intermediaries to effectively execute the terms and conditions of this Agreement. The parties agree to collaborate and communicate in good faith with Fiscal Intermediaries to ensure the principles of respect, courtesy and dignity apply to those partnerships.

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

- a. Timely and accurate payment of compensation to Individual Providers.
- b. Information required by Article 13, Section 2 (Individual Provider Information), reported regularly and timely to the State.
- c. Timely and accurate payroll deductions for dues check-off as provided by this Agreement and Minnesota Statutes Section 256B.0711, Subd. 4(h).

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

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

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

Upon implementation of a new fiscal management structure, the State shall require that all Fiscal Intermediaries make available to all Individual Providers an electronic pay stub and the option to receive their paycheck by direct deposit.

## **ARTICLE 15. DURATION**

The provisions of this Agreement shall become effective on July 1, 2023, subject to the acceptance of the legislature or the Legislative Coordinating Commission's Subcommittee on Employer Relations, and shall remain in full force and effect through the 30th of June, 2025.

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

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

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

## **ARTICLE 16. SEVERABILITY**

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

## **ARTICLE 17. COMPLETE AGREEMENT**

This Agreement is the full and complete Agreement between the Union and the State. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals


with respect to any subject matter not removed by law from collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The State and the Union, for the life of this Agreement, each waives the right, and each agrees that the other shall not be obligated to bargain with respect to any subject or matter referred to or covered in this Agreement.

**ARTICLE 18. APPROPRIATION**


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

**FOR THE UNION**

DocuSigned by:  
  
ID4600B4BC234EF...  
Kerry Adelman  
Family Caregiver  
Greater Twin Cities Metro

DocuSigned by:  
  
Z2Z0928D084543F...  
Tallaya Byers  
Family Caregiver  
Twin Cities Metro

DocuSigned by:  
  
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Delores Flynn  
Home Care Worker  
Twin Cities Metro

DocuSigned by:  
  
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Gail Larson  
Home Care Worker  
Twin Cities Metro

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Damon Leivestad  
Home Care Client  
Twin Cities Metro

DocuSigned by:  
  
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Lauren Thompson  
Home Care Client  
Twin Cities Metro

## FOR THE UNION

DocuSigned by:

*Andrea Hanek*

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Andrea Hanek  
Home Care Worker  
Northern Minnesota

DocuSigned by:

*LaTanya Hughes*

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LaTanya Hughes  
Home Care Vice President  
Home Care Worker & Family Caregiver  
Twin Cities Metro

DocuSigned by:

*Tavona Johnson*

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Tavona Johnson  
Home Care Worker  
Southern Minnesota

DocuSigned by:

*Ellen Wiederhoef*

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Ellen Wiederhoef  
Home Care Worker  
Twin Cities Metro

DocuSigned by:

*Phillip Cryan*

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Phillip Cryan  
Executive Vice President  
Twin Cities Metro

DocuSigned by:

*Tyler Frank*

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Tyler Frank  
Lead Negotiator  
Internal Organizer, Home Care Sector  
Twin Cities Metro

## FOR THE STATE

DocuSigned by:

*James Schowalter*

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James Schowalter  
Commissioner of Minnesota Management &  
Budget

DocuSigned by:

*Jennifer Claseman*

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Jennifer Claseman  
Enterprise Director of Labor Relations  
Minnesota Management & Budget

DocuSigned by:

*Erin Campbell*

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Erin Campbell  
Deputy Commissioner of Enterprise Employee  
Relations  
Minnesota Management & Budget

DocuSigned by:

*Amanda Johnson*

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Amanda Johnson  
Labor Relations Consultant 4  
Minnesota Management & Budget

DocuSigned by:

*Elizabeth L. Blomberg*

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Elizabeth Blomberg  
Labor Relations Consultant 4  
Minnesota Management & Budget

## **APPENDIX A**

### Retention and Recruitment Incentive (Letter)

January 6, 2023

TO: Tyler Frank, SEIU  
Internal Organizer  
SEIU Healthcare Minnesota & Iowa  
345 Randolph Avenue, Suite 100  
Saint Paul, MN 55102

Dear Tyler,

As discussed in our 2023 – 2025 contract negotiations, the parties agree to a one-time \$1000 stipend payment during the contract period to workers who meet at least six (6) months of service. The lump sum is intended to provide incentive for workers to continue service and in recognition that turnover is highest at six (6) months of service. The details are outlined below:

#### Funding

The State agrees to provide one-time funding of \$50,000,000 for a one-time stipend of \$1000 to Individual Providers covered by the collective bargaining agreement to provide an incentive for workers to continue their work as Individual Providers in a worker shortage.

## Eligibility Requirements

- The Individual Provider must have been a member of the bargaining unit for at least six (6) months at the time they submit their request for the stipend.
- To receive the stipend, the Individual Provider must be a current bargaining unit member at the time of payment.

## Process

- Upon notice from the Minnesota Department of Human Services that the stipend processing system is ready to process requests, Individual Providers who meet eligibility requirements must submit a request for the stipend no later than May 31, 2025.

## Payments

- Stipend payments shall be made by June 30, 2025, or until funds appropriated for this agreement are no longer available, whichever is earlier. Any Individual Provider not paid the stipend at the time the funds appropriated for this agreement are no longer available will not be entitled to the stipend payment.

Regards,

Amanda Johnson  
Labor Relations Consultant 4  
Minnesota Management & Budget

## Exploring Tiered Wage Structure (Letter)

January 6, 2023

TO: Tyler Frank, SEIU, Internal Organizer  
SEIU Healthcare Minnesota & Iowa  
345 Randolph Avenue, Suite 100  
Saint Paul, MN 55102

Dear Tyler,

As discussed in our 2023 – 2025 contract negotiations, the parties agree to engage in discussions with the State Provider Cooperation Committee (SPCC) regarding future criteria in the tiered wage structure. This includes, but is not limited to, consideration of completion of orientation as well as the experience, education, and specialized skills of Individual Providers.

The parties will work toward the inclusion of orientation completion as a factor for placement on the tiered wage structure.

DHS will provide a written update in August 2024 regarding the progress toward inclusion of the orientation completion as a factor for placement on the tiered wage structure.

Regards,

Amanda Johnson  
Labor Relations Consultant 4  
Minnesota Management & Budget



## Single Issue Facilitation – Retirement (Letter)

January 6, 2023

TO: Tyler Frank, SEIU  
Internal Organizer  
SEIU Healthcare Minnesota & Iowa  
345 Randolph Avenue, Suite 100  
Saint Paul, MN 55102

Re: Single Issue Facilitation - Retirement

Dear Tyler,

As discussed in our 2023 – 2025 contract negotiations, the parties agree to the following: The State and the Union each are committed to participating in single issue facilitation in fall 2024 with facilitation from the Minnesota Bureau of Mediation Services. The single issue facilitation session will take place prior to the 2025 – 2027 contract negotiations. The parties anticipate using the process to explore Individual Provider retirement needs. Both parties are committed to the process, but recognize the process may not identify a viable solution.

Regards,

Amanda Johnson  
Labor Relations Consultant 4  
Minnesota Management & Budget

## Electronic Visit Verification (Letter)

January 6, 2023

TO: Tyler Frank, SEIU  
Internal Organizer  
SEIU Healthcare Minnesota & Iowa  
345 Randolph Avenue, Suite 100  
Saint Paul, MN 55102

Re: Electronic Visit Verification (EVV)

Dear Tyler,

As discussed in our negotiations related to the Department of Human Services' (DHS) implementation of federally mandated electronic visit verification (EVV), the parties share interest in ensuring the following areas are considered when implementing EVV:

- DHS's obligation under 45 CFR 80.3(b)(2) which requires DHS to provide meaningful access to people with limited English proficiency.
- If an Individual Provider is part of the Safe at Home Program, an Individual Provider will have an alternative option regarding location services reporting.
- DHS will continue to seek options to reduce the burden for live-in caregivers relating to EVV requirements.

- DHS will continue to work towards the incorporation of self-direction into EVV implementation including the functionality for data entered by an Individual Provider to be reviewed and approved by the person self-directing their services.

In an effort to continue conversation and share updates regarding EVV implementation, the parties agree to engage in quarterly and ad hoc Meet & Confer meetings with the intention of having just-in-time meetings as EVV implementation is underway. This also includes meeting and conferring as DHS develops policies regarding live-in caregivers and Safe At Home Program Participants with support from Safe At Home program representative(s). At the time of EVV implementation, the parties agree to meet monthly for the first three (3) months post-EVV implementation. These conversations and updates may also take place within the framework of existing Meet & Confer meetings.

Regards,

Amanda Johnson  
Labor Relations Consultant 4  
Minnesota Management & Budget

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF MINNESOTA  
AND  
SEIU Healthcare Minnesota

This Memorandum of Understanding (“MOU”) between the State of Minnesota (hereinafter “State”) and SEIU Healthcare Minnesota & Iowa (hereinafter “Union”) is entered into on this 24 day of February 2023, in order to set forth the agreement of the parties to resolve the Union’s concerns related to the Department of Human Services’ implementation of federally mandated electronic visit verification (hereinafter “EVV”).

WHEREAS, Individual Providers desire training on how to access and use the State-provided EVV system. NOW THEREFORE, the parties hereto, acting through their respective agents, do hereby agree as follows, contingent upon approval of this MOU by the entire legislature under Minn. Stat. § 3.855 as provided in Minn. Stat. § 179A.54, and contingent upon appropriation by the legislature of funds for this MOU.


1. The State agrees to provide one-time funding of \$5,600,000 for a one-time stipend of \$200 to Individual Providers covered by the CBA to offset potential costs related to using individual devices to access electronic visit verification.

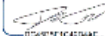
2. Upon notice from the Department of Human Services that the stipend processing system is set up and ready to process requests, Individual Providers shall submit a request for the stipend no later than May 31, 2025.
3. Stipend payments shall be made by June 30, 2025, or until funds appropriated for this MOU are no longer available, whichever is earlier. Any Individual Provider not paid the stipend at the time the funds appropriated for this MOU are no longer available will not be entitled to the stipend payment.
4. To receive the stipend, the Individual Provider must be a current bargaining unit member at the time of payment.
5. The Department of Human Services shall offer virtual training sessions regarding EVV which will include such topics as an explanation of federal law requiring EVV, how to utilize the State-selected system, explanation of the different ways of accessing the State-provided EVV system, rights and steps to appeal any disqualification determinations, and what to do if accessing the EVV does not work as expected.
6. The terms of this MOU shall not be construed to establish any precedent between the parties and may not be offered as evidence in any grievance or arbitration proceeding, except in a proceeding arising from claims brought under this MOU. The parties shall not ever assert or claim that this MOU is a precedent in any current or future

personnel action or administrative procedure or litigation of any kind.

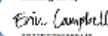
7. The terms of this MOU shall not be construed to place any limits on the State's rights, so long as such rights are not in conflict with a stated term of this MOU.
8. The parties agree that they have carefully read and fully understand the terms of and that they are voluntarily entering into this MOU.
9. The parties agree that this MOU constitutes the entire agreement between the parties on the matters discussed herein and it fully supersedes any and all prior agreements or understandings between them relating to the subject matter contained herein.

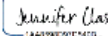
**SEIU Healthcare Minnesota & Iowa**


Designated by:  
  
2/24/2023  
Phillip Cryan  
Executive Vice President  
SEIU Healthcare Minnesota & Iowa

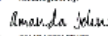
Designated by:  
  
2/24/2023  
Tyler Frank  
Lead Negotiator  
Internal Organizer, Homecare Sector  
SEIU Healthcare Minnesota & Iowa

**FOR State of Minnesota**

Designated by:  
  
2/24/2023  
Erin Campbell  
Deputy Commissioner, Enterprise Employee Relations  
Minnesota Management and Budget

Designated by:  
  
2/24/2023  
Jennifer Claxman  
Enterprise Director, Labor Relations  
Minnesota Management and Budget

Designated by:  
  
2/24/2023  
Elizabeth Blomberg  
Labor Relations Consultant  
Minnesota Management and Budget

Designated by:  
  
2/24/2023  
Amanda Johnson  
Labor Relations Consultant  
Minnesota Management and Budget

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF MINNESOTA  
AND  
SEIU Healthcare Minnesota**

This Memorandum of Understanding (“MOU”) between the State of Minnesota (hereinafter “State”) and SEIU Healthcare Minnesota & Iowa (hereinafter “Union”) is entered into on this 24 day of February 2023, in order to set forth the agreement of the parties to resolve the Union’s concerns regarding the implementation of the temporary rate increase provided for in Minnesota Laws 2020, 5th Spec. Sess., chapter 3 article 10, sec. 4, as directed by the Public Employment Relations Board in Charge No. 21-U-010.

WHEREAS, the 2021-2023 labor agreement between the State and Union was bargained before enactment of Minnesota Laws 2020, 5th Spec. Sess., chapter 3 article 10, sec. 4,

WHEREAS, Minnesota Laws 2020, 5th Spec. Sess., chapter 3 article 10, sec. 4 provided for a temporary rate increase for direct support services provided under a covered program or under Minnesota Statutes, section 256B.0659 and that of the 8.4% rate increase, at least 80% of the 8.4% rate increase was required to be used towards increased wages, salaries and benefits for direct support professionals and any associated taxes, with any remaining

additional revenue to be used for activities and items necessary to support compliance with Centers for Disease Control and Prevention guidance on sanitation and personal protective equipment; and

WHEREAS, the parties disagreed as to the statutory interpretation of Minnesota Laws 2020, 5th Spec. Sess., chapter 3 article 10, sec. 4, and the Public Employment Relations Board in Charge No. 21-U-010 ordered the parties to collectively bargain over the remaining 20% of the 8.4% rate increase.

NOW THEREFORE, the parties hereto, acting through their respective agents, do hereby agree as follows, contingent upon approval of this MOU by the entire legislature under Minn. Stat. § 3.855 as provided in Minn. Stat. § 179A.54, and contingent upon appropriation by the legislature of funds for this MOU:

1. The State agrees to provide one-time funding of \$1,400,000 for COVID-19 stipends for Individual Providers covered by the CBA who provided services to at least one Participant through PCA Choice during the pay periods between December 1, 2020 and February 7, 2021 and who attest they received less than the value of \$0.29 (the estimated average cost per hour of 20% of the rate add-on) per hour wage increase (e.g., lump sum, wage adjustment) times the number of hours worked between December 1, 2020 and February 7, 2021.



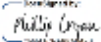
2. To receive a stipend, Individual Providers shall have three months to submit a request for the stipend upon notice from the Department of Human Services that the stipend processing system is set up and ready to process requests. Individual Providers' submission must include an attestation that: they provided services to at least one Participant through PCA Choice between December 1, 2020 and February 7, 2021; they received less than the value of \$0.29 per hour wage increase times the number of hours worked between December 1, 2020 and February 7, 2021; and the total number of hours they worked during the pay periods between December 1, 2020 and February 7, 2021.
3. Stipend payments to Individual Providers will be prorated based on the total number of hours the Individual Providers attested to providing services for Participants through PCA Choice during the pay periods between December 1, 2020 and February 7, 2021, up to a maximum payment of \$1000 to each Individual Provider.
4. Stipend payments shall be made until all eligible Individual Providers who submitted their attestation during the three-month period have been paid. Any Individual Provider who was not eligible or who did not submit an attestation during the three-month period will not be entitled to the stipend payment.
5. The parties recognize that the Department of Labor and Industry is the appropriate state

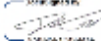
agency to receive and review complaints that an Individual Provider did not receive wages or benefits they were entitled to according to the distribution plan of their provider agency and the requirements of Minnesota Laws 2020, 5th Spec. Sess., chapter 3 article 10, sec. 4. DHS will continue to respond cooperatively to requests for information from the Department of Labor and Industry related to enforcement of the requirements of Minnesota Laws 2020, 5th Spec. Sess., chapter 3 article 10, sec. 4.

6. The Union shall withdraw all grievances related to this matter upon execution of the MOU.
7. The terms of this MOU shall not be construed to establish any precedent between the parties and may not be offered as evidence in any grievance or arbitration proceeding, except in a proceeding arising from claims brought under this MOU. The parties shall not ever assert or claim that this MOU is a precedent in any current or future personnel action or administrative procedure or litigation of any kind.
8. The terms of this MOU shall not be construed to place any limits on the State's rights, so long as such rights are not in conflict with a stated term of this MOU.
9. The parties agree that they have carefully read and fully understand the terms of and that they are voluntarily entering into this MOU.
10. The parties agree that this MOU constitutes

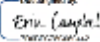
the entire agreement between the parties on the matters discussed herein and it fully supersedes any and all prior agreements or understandings between them relating to the subject matter contained herein.

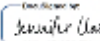
**SEIU Healthcare Minnesota & Iowa**

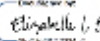
Digitally signed by  
 2/24/2023  
Phillip Cray  
Executive Vice President  
SEIU Healthcare Minnesota & Iowa

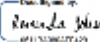
Digitally signed by  
 2/24/2023  
Tyler Frank  
Lead Negotiator  
Internal Organize, Healthcare Sector  
SEIU Healthcare Minnesota & Iowa

**FOR State of Minnesota**

Digitally signed by  
 2/24/2023  
Erin Campbell  
Deputy Commissioner, Enterprise Employee  
Relations  
Minnesota Management and Budget

Digitally signed by  
 2/24/2023  
Jennifer Cloonan  
Enterprise Director, Labor Relations  
Minnesota Management and Budget

Digitally signed by  
 2/24/2023  
Elizabeth Blomberg  
Labor Relations Consultant  
Minnesota Management and Budget

Digitally signed by  
 2/24/2023  
Amanda Johnson  
Labor Relations Consultant  
Minnesota Management and Budget

# MEMBER ACTION CENTER

**THE RESOURCE FOR ALL YOUR UNION QUESTIONS!**

651-294-8100 • 800-828-0206 • 651-294-8200 (fax) • [mac@seiuhcmn.org](mailto:mac@seiuhcmn.org)

Our Member Action Center (MAC) is a central place for all members to call for information on our contracts, facilities, and union events, as well as advice on problems at work or to file a grievance. Our MAC is available Monday-Friday from 9am-5pm and has dedicated organizers who provide consistent, accurate advice and support to members across our union.



# GET INVOLVED

## **ORIENTATION LEADER**

Orientation leaders are members that meet with new members to introduce them to the benefits of being a union member, learn about their concerns, provide them with information about the work that we do and opportunities for them to become involved in the union.

## **COMMUNITY OUTREACH LEADER**

SEIU Home Care Community Outreach group is for SEIU Home Care members who are wanting to get to know other home care workers and clients so that we can build community with one another. We all know that home care is unique. It's good to know we aren't the only ones out there experiencing things and it's helpful to be able to bounce ideas and thoughts off one another, as we navigate the life of home care.

## **POLITICAL LEADER**

Political leaders are members who are actively involved in achieving our union's political goals to be the strongest voice for health in the State by electing candidates and holding them accountable to our members, winning legislative victories including a strong home care contract, advocating increased funding for long-term care, and aligning with other groups building political power for working people who decide who governs our state.

## **HOME CARE ACTIVIST LEADER**

SEIU HomeCare Minnesota Activists group is for Home Care Workers in Minnesota who are interested in being involved in positive change and taking action. We meet every other Thursday at 7pm to discuss and plan actions which will have a positive impact on the people we care for and for those of us that do this work of love and care. Get involved, self improve and meet others who are committed; you are not alone in this fight.

## **EXECUTIVE BOARD**

The officers of SEIU Healthcare Minnesota & Iowa work together to provide leadership and direction for our union. The President, along with the Executive Vice Presidents, act to the best of their abilities to further the purposes and objectives of the union. They are elected by the membership of our union, in elections that take place once every three years.

The Executive Board is comprised of SEIU Healthcare Minnesota members from all across the state, who meet quarterly, together with the officers, to direct the union and make plans to maintain a strong membership.

## **MEMBER CONVENTION**

The SEIU Healthcare Minnesota & Iowa Member Convention is held annually in September. We invite you to join with fellow members as we spend the day celebrating our victories and setting the course for the coming year. Members plan and shape the events of the day and the goals we set over the next year.

# DUES STRUCTURE

Voted and approved by membership at convention September 16, 2017.  
Dues will be taken out every paycheck based on earnings for that pay period.  
Email [DuesIsPower@seiuhcmn.org](mailto:DuesIsPower@seiuhcmn.org) with any questions or concerns.

3%

of gross wages,  
per pay period

\$36

maximum per  
pay period

# STAY CONNECTED

## STAY CONNECTED WITH SEIU HEALTHCARE MINNESOTA & IOWA

You can find our contract and other resources online, as well as up-to-date information about the activities of our Union and how you can get involved in shaping the future of working families.



**WEBSITE**  
[seiuhcmnia.org](http://seiuhcmnia.org)



**FACEBOOK**  
[facebook.com/  
seiuhcmnia](https://facebook.com/seiuhcmnia)



## VISIT OUR HOME CARE WEBPAGE TO ACCESS:

[seiuhcmnia.org/home-care](http://seiuhcmnia.org/home-care)

- Steps to claim your \$1,000 retention bonus
- Instructions to sign up for free training and claim your \$500 training stipend
- Up to date Home Care developments
- Contact information for your organizers



**TWITTER**  
[@seiuhcmnia](https://twitter.com/seiuhcmnia)



**MEMBER  
BENEFITS**  
[seiumb.com](http://seiumb.com)



**YOUTUBE**  
[youtube.com/  
seiuhcmnia](https://youtube.com/seiuhcmnia)



**MEMBERLINK**  
[member.seiuhcmn.org](http://member.seiuhcmn.org)



**HOME CARE  
CALENDAR**



**COPE: HOLD POLITICIANS  
ACCOUNTABLE**

# **A VOICE FOR ALL WORKERS**

**THOUSANDS OF MEMBERS VOLUNTEER TO GIVE TO OUR COPE FUND.**



## **OUR RIGHTS AT WORK**

Corporate interests want low wages and use the law to undermine our voice by eliminating the right to collectively bargain, therefore making it harder to join together, and taking away our voice on the job. SEIU COPE works to elect politicians who will defend our voice and make it easier for others to join us.



## **A VOICE IN HEALTHCARE**

Politicians control half of all the money spent on healthcare. When they make decisions about Medicare, Medicaid and health insurance, we need a seat at the table. SEIU makes sure that our elected leaders listen to workers, not just industry officials.



## **LIFTING ALL WORKERS**

Union members cannot raise our workplace standards if other workers keep falling behind. We're fighting for a higher minimum wage, paid family leave, and stronger protections against harassment at work. Politicians set these legal standards—we must work hard to elect ones who support workers.

*Back Cover Art:  
"Invisible No More"  
by Ricardo Levins Morales  
<https://www.rlmartstudio.com/>*

# INVISIBLE NO MORE!



UNITED  
HOME CARE  
WORKERS