

ADDENDUM TO CONSENT ELECTION AGREEMENT

This Addendum to the Consent Election Agreement is entered into between the Parties following the filing of a Petition For Representation Proceedings by the SEIU, supported by the statutory showing of interest, and its terms are contingent upon a certification by the Michigan Employment Relations Commission (MERC) that there exists a question concerning representation.

The parties agree as follows:

1. The parties are the **Michigan Quality Community Care Council (QCCC)** and the **Service Employees International Union, (SEIU)**.

2. A Petition for Representation Proceedings has been filed by the **SEIU** for a proposed State-wide Bargaining Unit consisting of all paraprofessional homecare workers providing personal care services to elderly persons and persons with disabilities in their homes and communities where those services are provided under the auspices of the **Michigan QCCC**. The Bargaining Unit is more specifically described in the pending petition as: *All individuals who provide in-home community care services to elderly persons and persons with disabilities through the Michigan Quality Community Care Council (QCCC) under the Michigan Home Help Program and other programs and community care services undertaken by the QCCC; EXCLUDING: supervisors, confidential employees, all those employed in the State 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*

personal care services

personal assistance

3. This Consent Agreement is premised upon the terms of the Interlocal Agreement which established the **Michigan QCCC** and upon the recognition by both Parties that the **Michigan QCCC** presently functions under that Interlocal Agreement, for the limited purposes of the Public Employee Relations Act (PERA), as an employer as that term is defined under PERA, of the homecare workers. Pursuant to the Interlocal Agreement and the Transfer Agreement the **Michigan QCCC** has authority over adjusting certain

grievances and bargaining collectively with an authorized exclusive representative for the homecare workers regarding changes, within budgetary and regulatory constraints, to wages and benefits received by homecare workers.

4. The parties further acknowledge that the persons receiving care each individually retain the power to select or reject, with or without cause, any proposed homecare worker providing individual services in the recipient's home, and to later terminate the recipient's use of the services of any such homecare worker, with or without cause, and that such authority on the part of the individual recipients will not be, and is not, diminished in any way by this Agreement, by the outcome of any resulting election, nor by the outcome of any subsequent contractual negotiations between these parties which may arise from the election.

5. The parties further acknowledge that the persons receiving care 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 recipients will not be, and is not, diminished in any way by this Agreement, by the outcome of any resulting election, nor by the outcome of any subsequent contractual negotiations between these parties which may arise from the election.

6. The Parties acknowledge that MERC has jurisdiction over questions related to the representation of such employees as the individuals are employees, as defined by the PERA, of the **Michigan QCCC**, a public body corporate even though the individual persons receiving care retain authority over their personal selection and retention of particular homecare workers.

7. The parties further acknowledge that the homecare workers provide critical in-home care services and that those services could not be readily replaced if the services were disrupted. The parties recognize that the Public Employee Relations Act provides that a public employee "*shall not strike*" with strike defined by the Act to mean "*...the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties*

of employment...". The SEIU affirms and agrees that it will not promote, encourage, sanction or condone any strike activity by homecare workers covered by this Agreement.

8. The **Michigan QCCC** acknowledges the right of all workers to seek or reject Union representation and the **Michigan QCCC** shall remain neutral regarding this Unionization effort and will, and does, consent to the holding of a mail ballot election pursuant to the usual MERC rules, and premised on the conditions set forth in this Agreement.

John Freeman 1/19/2005
SEIU

[Signature] 1/19/05
MICHIGAN QCCC