

Contract between San Francisco IHSS Public Authority and Health Care Workers Local 250 (SEIU)

FOREWARD

The contract you hold in your hands is the product of many years of hard work by many homecare workers, union organizers, and our allies in the community in San Francisco and throughout the State of California. Until we succeeded in establishing the San Francisco IHSS Public Authority in 1995, Homecare workers had no right to negotiate a collective agreement with their employer. In fact, the State of California and the 58 Counties refused to accept responsibility for being the employer of IHSS homecare workers. Consequently, we were paid only the minimum wage and were denied the benefits that so many of our fellow human service workers have come to take for granted, such as medical and dental insurance, paid vacation, paid holidays, paid sick leave, pension and training opportunities.

This contract does not solve all of our problems, but it represents an important and historic advance. The contract commits the Union and the San Francisco Public Authority to work together to reach important goals such as a living wage and benefit package for homecare workers and enhanced services for homecare consumers. Everything we have won has come about through organizing ourselves as a union, and by participating in legislative and political campaigns with our coalition partners at the State and County levels. As public employees, our wages and benefits come from the public treasury. We have the ability, and the obligation, to educate public officials about the value of the service we provide, and to demand decent wages and benefits for the work we do.

So far, our joint efforts have raised wages from \$4.25 per hour to \$10.00 per hour as of August of 2001, with a comprehensive health plan, dental insurance and a Paid Time Off fund. Each year, we urge the City and County of San Francisco to commit funds to increase homecare workers' wages and benefits. As we get more funding from the County, we also get more Federal funds, and we continue to press the State of California to pay its fair share of wages and benefit improvements.

San Francisco's 8,300 IHSS homecare workers come from many cultures and speak a variety of languages. Through the union, we are all able to work together and with other organizations to improve our wages, benefits, and working conditions, as well as the quality of the services for IHSS consumers. Only by joining together and working together will we be able to win what we know we deserve. The work of the union cannot be carried out only by union leaders and paid representatives. The members are the union, and we must all do our part to ensure our collective success. Your future is in your hands just as much as the contract.

If you have any questions about your union, you may contact a Union Steward or Union Organizer/Field Representative at the Union's San Francisco office by calling (415) 441-2500.



Sal Rosselli, President



Joan Emslie, Secretary-Treasurer

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AGREEMENT

Between the San Francisco IHSS Public Authority and Service Employees International Union Local 250, Health Care Workers Union, AFL-CIO

This Agreement is made and entered into this ***Date Approved by PA Governing Body*** between Health Care Workers Union, Local 250, of the Service Employees International Union, AFL-CIO, referred to below as "the Union," and the San Francisco In-Home Supportive Services Public Authority, referred to below as "the Public Authority."

SECTION 1. PREAMBLE

This Agreement formalizes the unique employer-employee relationship defined in law between the In-Home Supportive Services (IHSS) Public Authority and the Union and, as such, includes ideas not usually addressed in such agreements. The Public Authority does not employ or manage the IHSS independent provider workforce in the role of a traditional employer. Similarly, the Union is committing itself in this Agreement to some goals that not only benefit this workforce, but are also intended to benefit Consumers of home and community-based services.

The Public Authority and the Union recognize that, due to the nature of the relationship between them and the role of that relationship in the IHSS program, the implementation of various provisions of this Agreement will require the assistance and cooperation of agencies that are not party to this Agreement, including but not limited to, the Mayor's Office, the Board of Supervisors, the Department of Human Services, and the State Controller. The Public Authority and Union 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 Public Authority is an independent legal entity, separate and apart from the City and County of San Francisco. The Public Authority has no power to bind the City to any contractual or legal obligations. Nor may obligees of the Public Authority seek recourse against the City for any financial or legal obligation of the Public Authority.

SECTION 2. RECOGNITION

The Public Authority recognizes the Union as the exclusive representative of IHSS independent providers in the City and County of San Francisco, referred to below as "Providers." This Agreement does not apply to others affiliated with or employed by the Public Authority, including without limitation administrative and operational staff in the office.

SECTION 3. MANAGEMENT RIGHTS

Unless otherwise expressly specified in this Agreement, the rights of the Public Authority include, but are not limited to, the exclusive right to determine the mission of its governing body, committees and other related work groups; maintain the efficiency of its operations; determine the methods, means and personnel by which its operations are to be conducted; and take all necessary actions to carry out its mission in emergencies.

SECTION 4. UNION RIGHTS

A. List and Information: The Public Authority shall arrange for delivery or provide to the Union a list of all current Providers, including name, date of birth, their address and telephone number, Social Security number, and hours worked in a designated payroll period. The list shall be provided on floppy disks in an agreed upon format.

The Public Authority will include official Union notices in mailings to the bargaining unit from the Public Authority, if the Union provides such notices to the Public Authority three (3) days prior to the mailing date and if the Union reimburses any additional mailing costs to the Public Authority, in the event that Union documents increase those costs. The Union will similarly accommodate the Public Authority in its mailings. Each of the parties will also provide a bulletin board at the other's office.

B. Consumer Confidentiality - Right to Privacy: The Union shall not seek or receive information from the Public Authority regarding the name, address, phone number, or any other personal information regarding any Consumer(s). Union representatives shall maintain confidentiality 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. Union Access/Home Visits:** Except as provided below, Union Representatives shall not conduct Union business, including business related to enforcement of this Agreement, at the home of the Consumer. However, Union Representatives have the right to contact Providers at the addresses provided to them. Sometimes, this may mean that Union Representatives inadvertently visit a Consumer's home, having been given the Consumer's address as that of the Provider. Under such circumstances, the Union Representative may speak with the Provider only after explaining the purpose of the visit and after having received permission from both the Consumer and Provider either 1) to make an appointment for a meeting at another location and/or time, or 2) to continue then with a meeting that shall not be counted as work time.
- D. Union Membership and Fair Share:** Providers who work 25 or more hours per month must either become and remain members of the Union in good standing or pay a fair share service fee to the Union to cover its legal obligation to represent the entire workforce under this Agreement. Membership in good standing shall mean that the Provider tenders the periodic dues and any required Initiation Fee as a condition of acquiring or retaining membership. The dues or service fees shall be deducted from the Provider's pay check on a monthly basis starting the first day of the month following completion of 45 calendar days of employment for a Consumer(s) as a condition of continued employment.

For Providers employed as of the date of ratification of this Agreement, the obligation to pay Union dues or service fees shall commence on the first day of the month following 45 days after the ratification date of this Agreement. A limited right to appeal will be considered for Providers who can show that they would have to leave employment with a particular Consumer because of the obligation to have dues or a service fee deducted from their paycheck. Any such Provider employed on the date of ratification who can show significant economic disadvantage because his or her gross pay would fall below minimum wage, based on their actual average monthly pay for the two months preceding the date of ratification, shall have an opportunity to make a joint written appeal with his or her Consumer, within 45 days of the notice of contract implementation, to a committee of six (6) persons to consider such appeals, three (3) of whom will be selected by the Public Authority and three (3) by the Union. Specific procedures for making these appeals will be provided by the Public Authority.

The Public Authority and the Union will cooperate in the implementation and subsequent administration of this Subsection. This cooperation shall include, but not be limited to, notifying Providers of the provisions of this Subsection, and securing the assistance and cooperation of other County and State entities as may be required.

- E. Religious Exemption:** Any Provider who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting a public employee organization shall present verification to the Public Authority of active membership in that religion, body, or sect. If a satisfactory basis is presented, the exempted Provider shall make a charitable contribution equal to the fair share service fee to one of the non-religious, non-union labor, charitable organizations exempt from taxation under IRS Code Section 501(c)(3) on a list of five (5) such organizations agreed upon by the parties. Copies of applications for religious exemption and any supporting documentation will be forwarded to the Union within fifteen days of receipt by the Public Authority. The Union will have fifteen days after receipt of a request for religious exemption to challenge any exemption granted by the Public Authority. If challenged, the deduction must start, but will be held in escrow pending resolution of the challenge. Charitable contributions will be by regular payroll deduction only.
- F. Hold Harmless:** The Union shall indemnify, defend, and save the Public Authority, its officers and employees harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this fair share agreement, or action taken or not taken by the Public Authority under this Section. This includes, but is not limited to, the Public Authority's Attorney's fees and costs. The provisions of this subsection shall not be subject to the grievance procedure following adoption of this MOU by the Public Authority's governing body.

It is further agreed that the above language shall also apply to payroll deductions for contributions to the SEIU Committee on Political Education (COPE) fund.

- G. Stewards:** The Public Authority will recognize and cooperate with Union stewards in the course of their duties at the Public Authority Office. The duties of the stewards include: 1) maintaining a Union visibility at the Public Authority Office that does not unreasonably interfere with office activities; 2) having a role in orientations to inform applicants about the Union; 3)

representing Providers who have grievances or problems; and 4) posting information on the bulletin board provided for the Union.

H. Non-Discrimination: Neither the Public Authority nor the Union shall discriminate with respect to enrollment on the registry by reason of Union activity, race, age, sex, creed, national origin, sexual orientation, marital status, or disability.

SECTION 5. WAGES AND BENEFITS

A. Wage Levels and Proposed Benefits: The Public Authority and the Union pledge to work together and with their coalition partners on the IHSS Task Force and in the community to improve wages and benefits and other IHSS program supports that will benefit both Providers and Consumers. Any increased wages and benefits for Providers must not reduce hours of service to Consumers.

The Public Authority has no independent control over where wage and benefit levels for independent providers are set. The county share of the funding for an increase in wages, benefits and other program improvements must be appropriated from the City and County budget. The state and federal government also share in the funding of the IHSS program. In this context, it is preferable that joint proposals from the parties regarding public funding be presented to government policy makers whenever possible. The parties agree to establish a regular means of communication so that the Union and Public Authority are each aware of requests the other is developing that would have a significant impact on public funding for improvement of IHSS services.

By October of each year, the parties agree to meet and attempt to develop a strategy to advocate for increased funding from the city and County of San Francisco for IHSS improvements and the Public Authority claim rate, including desired wage and benefit levels for Providers. The parties will work together with other governmental and community agencies to expand other Provider benefits.

The parties will make every effort to agree on proposals to address a range of service enhancements that benefit both providers and Consumers. If agreement on all points for budget proposals is not reached, the parties will inform each other of their respective positions and attempt to coordinate advocacy strategies prior to making specific appropriation requests in the development of either City and County budgets.

Additionally, to the extent that it is appropriate and within their power to do so, the parties agree to provide input, that is supportive of a mutually agreed upon local strategy, into any state strategies that may be developed.

Upon final approval of the City and County budget, either party may request to meet and confer over any approved increase in funding that may be available for wages and benefits. Agreements reached by the parties and approved by the by the IHSS Public Authority's governing body will be incorporated into this agreement.

Current Wages and Benefits - The parties have supported the Minimum Compensation Ordinance of the City and County of San Francisco in an effort to establish livable wage and benefit levels for Providers. A description of the current wages and benefits can be found in Appendix "A" of this agreement. The current Provider wages and benefits include:

- Hourly wage
- Health benefits for Providers who choose to enroll in the plan.
- Dental insurance
- Paid time off

Continuation of the above benefits is subject to funding.

B. Other Support Services: The Public Authority and the Union are committed to developing other support services for IHSS Providers, including:

Housing Assistance - In collaboration with the Union, the Public Authority will negotiate with the Mayor's Office to develop suitable and affordable transitional housing for the immediate relocation of live-in IHSS Providers who lose their housing when their jobs end or to help IHSS Providers who are homeless. Additionally, the Union and the Public Authority will seek funds to provide relocation expenses for IHSS Providers.

Fast Passes - In collaboration with the Union, the Public Authority will seek funding for MUNI Fast Passes for IHSS Providers with more than one (1) client.

Late Paychecks - The Public Authority and Union will monitor the process that the Union has developed with the Department of Human Services (DHS) to

solve problems with late paychecks from the State Controller to IHSS Providers. If problems develop with the system that the Union cannot solve directly with the DHS, the Public Authority will work with the Union and the DHS to resolve the problems.

Pension – The Public Authority and Union support employer-paid pension contributions for providers and will seek funding from the City and County of San Francisco for funds to institute a pension plan.

SECTION 6. CONSUMER RIGHTS

The parties reaffirm that under the statute and Ordinance establishing the Public Authority, IHSS 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.

SECTION 7. COLLABORATION WITH CONSUMERS

One of the express purposes of the Public Authority is to involve Consumers in policy decisions related to IHSS and other needed services. The Union is also committed to the improvement of services for Consumers. In order to further that common goal, it is important that Consumers and Workers assist each other in the development and strengthening of organizations that represent their varied interests. To that end, the Public Authority and the Union will work together with Consumers to:

1. Promote community awareness of IHSS 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, fire, supervise and train their chosen Provider.
2. Strengthen existing community organizations directed by IHSS Consumers by supporting them publicly, assisting them in outreach to IHSS Consumers, and supporting their efforts to raise funds to sustain their activities.
3. Promote increased funding to expand the IHSS Consumer base and such improvements as maximizing IHSS Consumer hours.

4. Include significant representation by non-Public Authority members who are IHSS Consumers on Union and/or Public Authority committees and task forces that relate to the IHSS program, such as discussions of wage and benefit levels, health benefits for Providers, and registry operations.
5. Reach consensus on methods to increase provider wages and benefits without reducing Consumer hours or otherwise constricting support for the Public Authority or broader program improvements.

SECTION 8. REGISTRY

The Public Authority and the Union agree to negotiate over the policies, rules and procedures governing workers' enrollment in the Registry, assignment of work, training requirements, and removal from the Registry.

As the Registry negotiations produce agreements on specific areas, they shall be incorporated by reference into this Agreement. In the interim, the Public Authority's current policies, rules and procedures shall be in effect.

SECTION 9. GRIEVANCE PROCEDURE AND ARBITRATION

A grievance is any complaint concerning the interpretation or application of this Agreement. All grievances shall be taken up in the following manner: Prior to filing a grievance, the Public Authority and the Union will attempt whenever possible to resolve problems informally and not resort to the grievance procedure. Because the grievance procedure will also apply to policies, rules and procedures of the Registry that are yet to be incorporated in this Agreement, the following procedures may be changed with agreement from both parties.

- Step 1.* The employee and/or the Union representative (field representative or union steward) may confer with the designated Public Authority representative and attempt to settle the matter.
- Step 2.* If the grievance is not settled at Step 1, it shall be set forth in writing by the Union and submitted to the Public Authority within forty-five (45) days of the alleged violation. The Authority shall meet with the grievant and his/her Union representative and provide written response to the Union within ten (10) days of its receipt of the written grievance.

Step 3. If the matter is not settled at Step 2, either party may submit it to mediation to attempt to resolve the issue within thirty (30) working days. A mediator will be selected by the representatives of the Public Authority and the Union.

Step 4. If the grievance is not settled in Step 3, it may be referred by the Union to arbitration. The Arbitrator shall be mutually agreed upon by the parties or, upon failure to agree upon an arbitrator after fifteen (15) days of the Union's request for arbitration, shall be selected from a panel submitted by the American Arbitration Association. The award of the Arbitrator shall be final and binding on the parties. The parties shall each pay one half of the costs of arbitration, including the fees of the Arbitrator and the proceeding itself, but not including compensation of costs of representation, advocacy, or witnesses for either party. Unless agreed to by the parties, the cost of the court reporter shall be borne by the party desiring such service. The Arbitrator shall have no power to add to, subtract from, or change any of the terms or provisions of this Agreement.

SECTION 10. TRAINING AND EDUCATION

The parties shall establish a Joint Committee on Training and Education. There will be an equal number of positions on the committee, appointed respectively by Local 250 and the Public Authority within a mutually agreed upon time frame. Every attempt will be made to appoint members who will provide continuity to Committee work. Members will be charged to make recommendations on methods for determining training needs and priorities for IP workers and consumers, developing training strategies, identifying resources and seeking funding together for Committee proposals. Recommendations of the committee will be presented to the Public Authority's governing body for approval.

SECTION 11. SAVINGS CLAUSE

Should any section of this Agreement or any addenda to it be held invalid by operation of law or by any court of competent jurisdiction, the remainder of this Agreement and addenda shall not be affected by it.

SECTION 12. TERM OF AGREEMENT

This Agreement shall be effective on _____ and shall remain in full force and effect through November 30, 2004. Beginning with December 1, 2004, the Agreement shall be automatically renewed for one (1) year on each anniversary date, unless it is terminated as follows. This Agreement may be terminated as of November 30, 2004, or any anniversary date thereafter, by written notice from one party to the other, delivered at least ninety (90) days before November 30, 2004, or any anniversary date thereafter.

IN WITNESS TO THIS AGREEMENT, the parties below sign after proper ratification of this Agreement by both the independent provider workforce and the Governing Body of the Public Authority:

IHSS PUBLIC AUTHORITY

SEIU, LOCAL 250, HEALTH CARE WORKERS UNION, AFL-CIO

BY: _____

BY: _____

— Donna Calame, Director Public Authority

Sal Rosselli, President

DATE: _____

DATE: _____

BY: _____

BY: _____

— Peggy Coster, Governing Body

Claudia Arevalo, Provider

BY: _____

BY: _____

— June Keller, Governing Body

Barbara Coleman, Provider

BY: _____

BY: _____

— Ethel Richardson, Governing Body

Ana Guo, Provider

BY: _____

—

Karen Young-Simmons,
Governing Body

BY: _____

Xiao Jiang Lai, Provider

BY: _____

Mary Ruth Gross, Division Co-
Director

BY: _____

Leon Chow, Lead Organizer

Appendix "A"

WAGES and BENEFITS

Wages: \$10.00 per hour.

Health Benefit: Health benefits made available to independent providers (IP's) who work 25 hours a month or more, with providers who choose to enroll in the plan making a \$3 co-payment for the monthly Premium. This benefit is currently provided through the San Francisco Health Plan's HEALTHYWORKERS plan.

Dental Coverage: Dental insurance provided to IP's who work 25 hours or more per month. This benefit is currently provided through Delta Dental.

Paid Time Off: The San Francisco Board of Supervisors has been committed to improvement of home care services and in fiscal year 2001-2002 allocated \$1,000,000 for a new paid time-off benefit for independent providers of In-Home Supportive Service (IHSS). This proposal outlines a cost effective strategy for the provision of a Paid Time-Off (PTO) benefit for IP's in San Francisco.

BACKGROUND for PTO:

For the past several years, Health Care Workers Local 250 and the San Francisco Public Authority (SFPA) have worked closely together to enhance wages and benefits, including health and dental insurance, for San Francisco's IP's. Although a great deal of progress has been made, Paid Time -Off (PTO) for home care workers presented another administrative challenge. Providing PTO for this population is very difficult:

The Complexities of IHSS System

Although the Public Authority serves as the employer of record, it does not perform some of the traditional employer functions. Currently, the administrative functions of an employer are fragmented in the case of IP's. The County authorizes IHSS service hours, the Consumer hires the worker, and the State processes and issues worker payroll checks. Normally, a PTO benefit would be part of a payroll system. However, the state payroll system, CMIPS (Case Management Information and Payrolling System) is quite inflexible and cannot track or process PTO.

Limited Data Available

Since it is not now possible to add a PTO benefit to the State CMIPS system, a separate parallel information system is needed to track and manage PTO using data derived from CMIPS. The available data for managing a PTO benefit has been limited. Until October of 2001, the only figures available were the number of IHSS hours authorized. Until that time, no system was in place for reporting on an individual provider basis the actual number of

hours that each provider was paid per month. Any system for PTO accrual should be based on the *actual* number of hours worked, rather than the number of hours authorized.

Replacement Workers

By definition, IHSS consumers are a vulnerable, high-risk population. Home care services are a necessity for these consumers, if they are to remain safe at home. When workers utilize the PTO benefit, the services they provide are still needed. Any PTO system must include provisions for helping consumers find short-term replacement help; without it a PTO benefit would harm consumers.

Cost

In addition to a parallel system for tracking paid hours, a low-cost disbursement mechanism would be necessary to make PTO payments outside the CMIPS system. Original estimates for the administration of a Paid Time Off benefit for IHSS workers were over \$400,000; the cost of operating a worker replacement service would add to that. Additionally, PTO eligibility thresholds and a redemption process would have to be established and maintained. Sophisticated systems are needed but resources are limited. In order to get the most money into workers' pockets, the systems cost for managing the benefit should not exceed 15 – 20% of the cost of the benefit.

The Proposal: An innovative solution for has been developed that will address these issues and also offer IP's a Paid Time-Off (PTO) benefit at a reasonable price.

A PTO Bank - The HOMCareFDS system, already in use at the SFPA, can serve as a platform to create the parallel system needed for tracking paid hours and using that information to calculate the PTO benefit. Essentially the existing information would be expanded to create a vacation or PTO "Bank" for workers, based on a set payment for each hour actually worked.

- The PTO information system would create a "PTO Bank" based on the number of hours actually worked as determined by the Paid Claim files. A "Paid Time-Off Account" would be established for each IHSS worker. The number of paid hours the individual provider worked would be uploaded monthly and multiplied by the hourly PTO benefit and added to the worker's account.
- This information from the worker's file would be used to calculate and determine his/her PTO eligibility, track accrued hours, and implement a system for paying out those benefits when they reach a set threshold.
- Account statements will be issued at least once a year directly to IP's reporting the amount in their account. In the future, workers may even be able to monitor the number of hours accrued online.
- The SFPA will develop and maintain a separate PTO checking account with an area banking institution. The bank or a check writing service will print and mail the checks based on data provided electronically by the data system.
- PTO benefits would be based on Paid Claim files exclusively. Retroactive adjustment would not be possible because the cost for reconciling disagreements in county and state recorded work hours would add significantly to administration.

Participation Guidelines

- Providers must work for at least 3 months to qualify for PTO.
- PTO benefits may be taken as time off or as a cash stipend.
- PTO benefits will usually be paid once a year at a time requested by workers who have reached a set threshold, perhaps when their "PTO Account" reaches \$100. Workers who do not meet the threshold but have at least \$25 in their account can request a payment after working 12 months.
- Workers using the benefit for actual time away from work must get prior approval from consumers regarding replacement coverage.
- Vacation can be accrued up to a maximum equivalent of a full time work-load - 180 hours/month.
- PTO hours would be calculated from October 2001, the first period for which paid data is available. Worker's PTO account will be credited with \$.10 per hour worked. If Federal matching dollars are approved the hourly benefit will be raised to \$.17 per hour.
- First PTO statements will be mailed to workers in late Spring and first PTO payouts are expected to begin in the Summer of 2002.

Replacement Workers – The SFPA has programs available to assist consumers with locating replacement workers when necessary.

- SFPA can provide consumers with a list of workers who prefer short term, temporary placements.
- High-risk clients can access the SFPA On-call Program. In some cases, funds are available to pay for these workers.

Funds for these programs are limited. To ensure the safety of consumers, funding for these services will need to be supplemented.

Project Funding

The San Francisco County Board of Supervisors has allocated \$1 million dollars for PTO benefits for IP's. PTO benefits are based on hours actually worked and reported in the Paid Claims file. As proposed, the PTO benefit would begin October 1, 2001, the first period for which complete paid hours data is available.

The wage and benefits rates in San Francisco already exceed State matching levels. The PTO benefit will, therefore, not qualify for additional matching by the State or additional funds under realignment.

If the PTO benefit is included in the claim rate, it would be eligible for matching federal Medicaid funds. The State requires 60 days to process a change in the claim rate. If the revised claim rate is submitted by the end of February 2002, PTO would be hopefully be eligible for federal matching funds by May 1 and cover the last two months of the 2001-02 fiscal year. Assuming a federal matching ratio of 51.4% and 90% PCSP eligible hours, the federal matching funds for FY 2001-02 could be as high as \$195,000.

Project Cost

There are three components to the cost of the PTO Benefit: actual payment to the worker, the cost of consumer support services needed to obtain replacement assistance, and benefit management cost.

The number of home care hours provided by IP's in San Francisco is approaching 10 million hours. The \$1 million allocated by the county is equal to approximately ten cents per hour, on an ongoing basis. It is proposed that the PTO benefit initially be set at ten cents per hour. The savings resulting from the later startup in the first year could be used to set-up and manage the system and fund replacement workers. Ten cents per hour is modest and equals about one-half of a week of vacation per year. If the county continues its contribution and Medicaid matching dollars are obtained, the PTO benefit would be increased to \$.17/hour.

PTO cannot jeopardize the safety and well being of consumers. Some PTO funds need to be set aside to assist consumers seeking replacement help. The Public Authority needs additional funds for consumer support services, including additional Registry services to help consumers locate and arrange short-term replacement help and paid replacement workers for those consumers in greatest need who cannot find replacements. An additional registry worker might be necessary to manage short-term replacement requests for coverage during worker vacations. The SFPA's existing On-Call Program will provide replacement workers on request.

Administrative costs for a Paid Time Off benefit originally were estimated by the county to be well over \$450,000. These costs would have consumed almost half of the funds allocated, limiting the value of the benefit. The simplified PTO Benefit Management system proposed here could be developed and operated for the balance of the FY 2001-02 for \$150,000. PTO system development and PTO benefit management costs include system design and development, data processing, software programming, mailing costs, check writing, call center support and general project management. Remaining funds from the first year allocation, approximately \$100,000 will be placed in a fund to help consumers find replacement workers or and receive emergency replacement services.