

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE COUNTY OF STANISLAUS**

**AND**

**THE IN-HOME SUPPORTIVE SERVICES  
PROVIDERS/WORKERS**

**REPRESENTED BY**

**THE UNITED DOMESTIC WORKERS OF AMERICA**


**October 1, 2006– September 30, 2010**


**Memorandum of Understanding  
Between the County of Stanislaus and the  
In-Home Supportive Services Providers/Workers  
Represented by  
The United Domestic Workers of America**

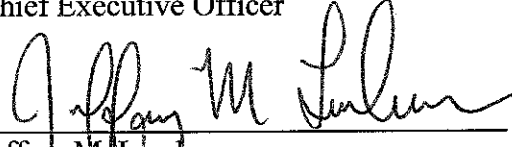
THIS MEMORANDUM OF UNDERSTANDING IS ENTERED INTO BETWEEN THE COUNTY OF STANISLAUS, HEREINAFTER REFERRED TO AS THE "COUNTY" AND THE IN-HOME SUPPORTIVE SERVICES PROVIDERS/WORKERS, REPRESENTED BY THE UNITED DOMESTIC WORKERS OF AMERICA, HEREINAFTER REFERRED TO AS THE "UNION".

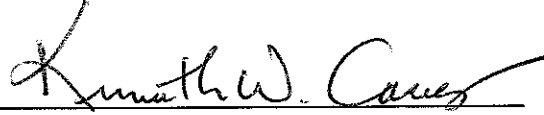
Pursuant to the Employee Relations Ordinance of the County and Section 3500 et seq. of the Government Code, the duly authorized representatives of the County and the Union have met and conferred in good faith concerning the issues of wages, hours, and terms and conditions of employment as herein set forth and are in agreement with the provisions of the Memorandum of Understanding.

**FOR THE COUNTY:**

  
\_\_\_\_\_  
William O'Brien, Chairman  
Board of Supervisors

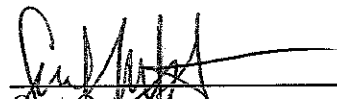
  
\_\_\_\_\_  
Richard W. Robinson  
Chief Executive Officer

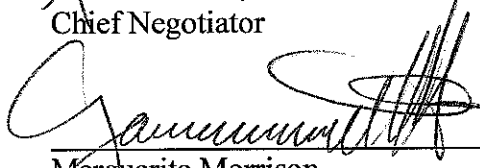
  
\_\_\_\_\_  
Jeffrey M. Lambaren  
Executive Director, Public Authority

  
\_\_\_\_\_  
Dr. Kenneth W. Caves  
Chief Negotiator

**FOR THE UNION:**

  
\_\_\_\_\_  
Flora Walker  
Administrator


  
\_\_\_\_\_  
Curt Ostrander,  
Chief Negotiator

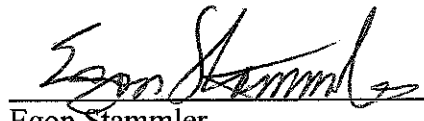
  
\_\_\_\_\_  
Marguerite Morrison  
VP, NUHCE

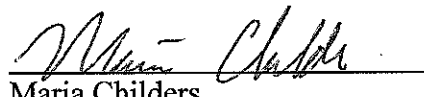
\_\_\_\_\_  
Madelyn Amaral  
Bargaining Team Member

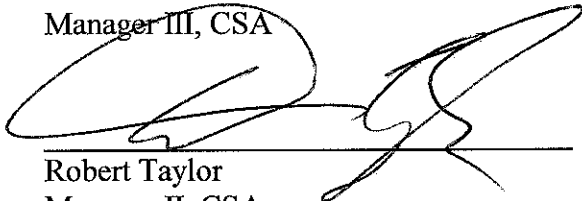
Signatures continued from Page 1

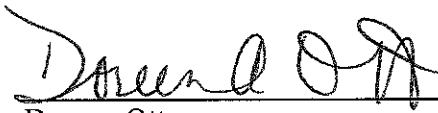
**FOR THE COUNTY:**

  
Kenneth Patterson  
Director, Community Services Agency

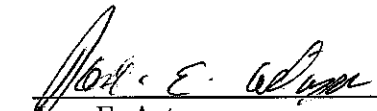
  
Egon Stammer  
Assistant Director, CSA


  
Maria Childers  
Manager III, CSA

  
Robert Taylor  
Manager II, CSA

  
Doreen Ott  
Accountant III, Public Authority

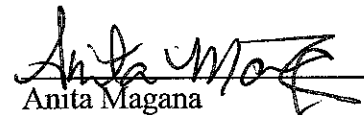
**FOR THE UNION:**


  
Jose E. Astorga  
Bargaining Team Member

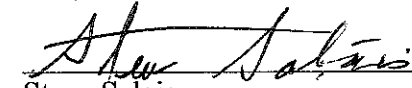
  
Roxanne Chackos  
Bargaining Team Member

  
Henry D. Dill  
Bargaining Team Member

  
Samuel Roy Jordan  
Bargaining Team Member

  
Anita Magana  
Bargaining Team Member

  
Claudia Parks  
Bargaining Team Member

  
Steve Salais  
Bargaining Team Member

Date Signed: 9/11/07

# TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
PREAMBLE .....	1
1. RECOGNITION .....	2
2. MODIFICATION .....	2
3. WAIVER.....	2
4. SAVINGS & SEPARABILITY.....	2
5. UNION ACCESS TO COUNTY BUILDINGS .....	2
6. LANGUAGES .....	2
7. NON-DISCRIMINATION .....	2
8. CLIENT/CONSUMER RIGHTS.....	3
9. CLIENT/CONSUMER RESPONSIBILITY NOTICE .....	3
10. REGISTRY .....	4
11. EMERGENCY SERVICES.....	4
12. RESPITE.....	5
13. GRIEVANCE PROCEDURE.....	5
14. TERM AND SALARY.....	8
15. PAYROLL/DIRECT DEPOSIT .....	9
16. AGENCY SHOP.....	10
17. DUES DEDUCTION.....	11
18. LABOR MANAGEMENT RELATIONS COMMITTEE .....	12
19. UNION STEWARDS .....	13
20. HEALTH BENEFITS.....	14
21. SECURITY CHECKS .....	16
22. WAGE AND BENEFIT CONTINGENCY.....	16

## PREAMBLE

It is in acknowledgment of the intrinsic value of the In-Home Supportive Services (IHSS) program and its constituent parties that this Memorandum of Understanding (MOU) or agreement is entered into by the County and the IHSS Providers/Workers represented by United Domestic Workers of America (Union).

The relationship between the County, the IHSS Provider/Worker, and the IHSS Client/Consumer is a unique one, which begs a high level of compassion, humanity, understanding and respect. These parties and the IHSS program itself benefit our community in innumerable ways, including better service delivery, greater civic participation, and the economic stimulation that millions of federal and state matching dollars bring to our local businesses.

This MOU formalizes the unique employer-employee relationship defined in law between the County administered Individual Provider (IP) program and the Union. It is recognized by the parties that the County does not employ or manage the IHSS Provider/Worker workforce in the role of a traditional employer and that the IHSS Client/Consumer remains the employer for the purposes of hiring, firing and directing the work of any Individual Provider/Worker providing services to them. The Union and the County commit themselves in this MOU to some goals that not only benefit Providers/Workers but are also intended to benefit Clients/Consumers of IHSS services.

The County 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 MOU will require the assistance and cooperation of agencies that are not party to this MOU. The County and the Union agree to work together in good faith in order to secure the assistance of the appropriate entities when required by the provision of this MOU.

Furthermore, the County agrees to make every effort to ensure that the managers, case workers, and other County staff associated with the program respect IHSS Providers/Workers and understand the work diligently provided by IHSS Providers/Workers is difficult and valuable to our community. Likewise, the Union agrees to make every effort to ensure that the members of the bargaining unit respect all County staff associated with the program and understand that their work is also valuable and demanding.

**1. RECOGNITION**

The County recognizes the United Domestic Workers of America (UDW), NUHHCE, AFSCME, AFL-CIO, as the exclusive representative of the In-Home Supportive Services Individual Providers/Workers covered by this Agreement.

**2. MODIFICATION**

No provision or terms of this Agreement may be amended, modified, altered or waived except by written agreement between the parties hereto.

**3. WAIVER**

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any further waiver of any such breach or conditions.

**4. SAVINGS & SEPARABILITY**

In the event that any Article, Section or portion of this Agreement is declared invalid by a court of competent jurisdiction or is in contravention of any applicable law, the remaining provisions of this Agreement shall not be invalidated thereby and shall remain in full force and effect.

**5. UNION ACCESS TO COUNTY BUILDINGS**

The County agrees to admit to any of its offices the authorized representative(s) of the Union for purposes of adjusting grievances and conducting legitimate, appropriate Union business related to enforcing and monitoring this Agreement. The Union shall notify the County of the name of its authorized representatives upon ratification of this Agreement.

**6. LANGUAGES**

The County shall provide the capability at its administrative office to communicate with IHSS Providers/Workers as required by Title VI of the Civil Rights Act of 1964.

**7. NON-DISCRIMINATION**

The parties agree that the provisions of this Agreement shall be interpreted, applied, and/or enforced without favor or discrimination based upon union membership, race, ancestry, religion, color, age, national origin, political affiliation or belief, disability, medical condition, pregnancy related condition, sex, marital status or sexual orientation and in compliance with Federal and State laws.

## **8. CLIENT/CONSUMER RIGHTS**

The Union and the County recognize the right of IHSS Clients/Consumers, as established by law, to hire fire and supervise the work of any In-Home Supportive Services personnel providing services to them as well as to train such individuals in the manner in which those services are to be provided.

The Union shall not seek nor receive information from the County regarding the name, address, phone number, or any other personal information regarding Clients/Consumers. Union representatives and IHSS Providers/Workers shall maintain strict standards of confidentiality regarding Clients/Consumers and shall not disclose personal information pertaining to Clients/Consumers obtained from any source unless the disclosure is compelled by the legal process or otherwise required by law. If Client/Consumer information is disclosed pursuant to this section, the Client/Consumer and the County shall be notified of such release or disclosure immediately. The Client/Consumer has the right to consent to the disclosure of information described herein but such consent may be withdrawn at any time for any reason.

Union representatives will not seek to conduct union business related to enforcement of this Agreement at the home of the Client/Consumer without the express permission of the Client/Consumer. In certain instances, union representatives may inadvertently visit a Client/Consumer's home, having been given the Client/Consumer's address as that of the Provider/Worker. Under such circumstances, the union representative may speak with the Provider/Worker after explaining the purpose of the visit and receiving permission from the Client/Consumer. If the address visited is the residence of both the Provider/Worker and the Client/Consumer, permission to conduct union business must be given by both the Provider/Worker and the Client/Consumer, whenever possible and practical.

Any determination regarding the amount of service hours an IHSS Client/Consumer shall be authorized is made by the Stanislaus County Community Services Agency in consultation with the Client/Consumer. Clients/Consumers have the right to have an authorized representative of their choice, including the Provider/Worker or Union representation, present during any evaluation or annual assessment and for any appeal process regarding their authorized service hours.

## **9. CLIENT/CONSUMER RESPONSIBILITY NOTICE**

The County and the Union acknowledge that IHSS Clients/Consumers have the legal right to hire, fire, train, and supervise the work of the IHSS Provider/Worker who provides them service. The parties also acknowledge that this legal right brings with it a Client/Consumer responsibility to inform the IHSS Provider/Worker of changes in their allotted service hours.

The County shall include in each notice of change in service hours to IHSS Clients/Consumers a responsibility notice, which shall read:

*“As a matter of respect and in an effort to enhance communications between you and your Provider/Worker(s), you, as the employer, under Section 30-764.31 of the IHSS Regulations, have a responsibility to inform your Provider/Worker(s) of any changes that will result in a change in his/her paid working hours.”*

A dated copy of the Client/Consumer responsibility notice shall be kept, by the County, in the service file of the Client/Consumer.

## **10. REGISTRY**

The County and the Union recognize the importance of having the systematic capacity to coordinate the dissemination of information to IHSS Clients/Consumers and IHSS Providers/Workers regarding those individuals in need of a Provider/Worker and those individuals desiring work in the home care field. To accomplish this objective and to provide an efficient, effective means of improving the coordination of service delivery, providing a clearinghouse for access to qualified substitutes, reducing service gaps and disruptions in care for IHSS Clients/Consumers, and providing a general referral services to IHSS Clients/Consumers and bargaining unit members the County will enhance any existing IHSS registry that might currently exist and will discuss and explore the establishment and funding of a Union-administered IHSS registry that will complement any County registry to ensure comprehensive services for bargaining unit members and IHSS Clients/Consumers throughout the County.

## **11. EMERGENCY SERVICES**

The County and the Union recognize the importance of having an efficient and effective mechanism for providing services to IHSS Clients/Consumers who are left without a regular IHSS Provider/Worker due to an emergency. The County and the Union shall work together, through the Labor-Management Relations Committee, to develop a plan to improve emergency services. Such a plan shall include options that utilize the existing Stanislaus County Homemaker Mode, as well as options that utilize the County Registry and any Union Registry mechanism that may be developed. Program mechanisms for creating a UDW bargaining unit classification for emergency Providers/Workers shall also be explored. Other issues to be explored by the Committee shall include, but not be limited to:

1. Mechanisms for emergency notification
2. Mechanisms for approval/prioritization of emergency need
3. System over-use
4. Program overlap

## **12. RESPITE**

The County and the Union recognize that to improve retention of IHSS Providers/Workers, prevent crises, improve consistency of care to IHSS Clients/Consumers, and to promote a better, safer working environment a plan should be developed for providing respite services to Client/Consumers so that IHSS Providers/Workers may take time off from their regular duties. The County and the Union shall work together, through the Labor-Management Relations Committee, to develop a plan to create a mechanism for respite care services. Such a plan shall include program options that include development of a paid respite benefit for bargaining unit employees and utilize the County Registry and any Union Registry mechanism that may be developed. Program mechanisms for creating a respite classification of bargaining unit employees shall also be explored. Other issues to be explored by the Committee shall include, but not be limited to:

1. Leveraging existing programs
2. Funding

## **13. GRIEVANCE PROCEDURE**

From time-to-time there may be differences and misunderstandings about the interpretation and application of the terms of this Agreement. Both parties agree that these differences and/or misunderstandings should be resolved promptly and, whenever possible, through informal means of communication between Providers/Workers and the County. The Union will encourage bargaining unit members to discuss and resolve their concerns directly with appropriate County staff as the first step in addressing any work-related problem in order to prevent the need for a formal grievance. However, it is also acknowledged that occasions may arise in which informal means are inadequate to resolve work-related disputes concerning the interpretation or application of this Agreement.

### **Definition**

A grievance is hereby defined as a claim by an employee, a group of employees, or the Union representing the employees covered by this Agreement, involving an alleged violation of a provision of this Agreement by the County. Participation in the grievance procedure in any capacity shall be solely on the bargaining unit member's own time and shall not be considered as within any IHSS Client/Consumer's allocated service hours, or as paid time.

The Grievance procedure shall not apply to matters over which the County has no jurisdiction or Client/Consumer rights.

### **Procedural Steps**

All grievances shall be handled in the following manner:

**Step one:** The Provider/Worker and/or Union representative shall meet and present the grievance to the County designee within ten (10) working days of the alleged violation. The County designee will respond to the grievance, in writing, within ten (10) days of this meeting.

**Step two:** If no settlement is reached in Step one, the grievance shall be submitted to the Director of the County's Community Services Agency (Department Head) within ten (10) working days from the Step one response. The Director, within ten (10) working days, shall meet with the Provider/Worker/Union to discuss the grievance. The Director will respond to the grievance, in writing, within ten (10) working days of this meeting.

**Step three:** If no settlement is reached within ten (10) working days after the step two-grievance response is received, the Provider/Worker/Union shall have the right to request an impartial mediation through the State Mediation and Conciliation Service. The mediator will meet with the parties to attempt to resolve the grievance and the parties shall share any mediation costs equally.

**Step four:** In the event the grievance is not resolved by mediation, the grievance may be submitted for Arbitration within ten (10) working days after the mediation meeting. No Grievance may proceed to arbitration until there has been an attempt to resolve the matter through mediation at Step three of this procedure. If the Provider/Worker wishes to appeal the Department Head's decision to binding arbitration, the Provider/Worker may do so through the Union only. The appeal shall be made in writing to the Chief Executive Officer, specifically stating this option, within ten (10) working days after receipt of the Department Head's decision.

#### **General Provisions for Arbitration**

- A. Selection of Arbitrator - If the required steps of the grievance procedure have been exhausted and the grievance remains unresolved and is subject to arbitration, the arbitrator may be selected by mutual agreement between the Chief Executive Officer and the Union. However, should the parties fail to mutually agree on an arbitrator, they shall make a joint request of the State Conciliation Service for a list of five (5) qualified arbitrators. The arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance, until only one name remains, and that person shall serve as arbitrator.
- B. Arbitration Issues - The parties shall, within ten (10) working days following the submission review of the Chief Executive Officer, exchange in writing their understanding of the questions to be submitted to arbitration. Thereafter, the parties to the arbitration shall use their best efforts to exchange a written summary of the evidence they intend to offer and to reach agreement on and reduce to writing the question or questions to be submitted to arbitration. The agreed upon question or questions, if agreement is reached, together with the exchanged summaries of the evidence and a list of witnesses to be used by each side, shall be submitted to each other and the arbitrator no later than five (5) working days prior to the arbitration hearing.
- C. Arbitration Expenses Shared - The cost of employing the arbitrator shall be borne equally by the parties to the arbitration. All other costs such as, but not limited to, attorney's fees shall be borne by the party incurring that cost. If both parties agree to

the use of a court reporter, or if the arbitrator requires the use of a court reporter, the cost of the court reporter shall be shared equally. Absent mutual agreement, the side requesting use of the court reporter shall absorb the cost. The cost of the transcript, if one is prepared, shall be absorbed by the party requesting the transcript, unless both parties mutually agree to share the cost of the transcript. If the arbitrator requests that a copy of the transcript be prepared, both parties shall equally share the cost of the transcript.

- D. Duty of Arbitrator - The arbitrator shall conduct an informal hearing, and any other meetings or investigations as are appropriate in his/her judgment. The arbitrator shall not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions of the Memorandum of Understanding, Stanislaus County Code, resolution, or written departmental policy. He/she shall consider and make a decision with respect to only the specific issue(s) submitted, and shall not have authority to make a decision on any other issue not so submitted. In the event the arbitrator finds a violation of the Memorandum of Understanding, applicable State or Federal laws, Stanislaus County Code, resolution, or written departmental policy, he/she shall decide the appropriate resolution. The arbitrator shall have no authority to substitute his/her judgment for that of the County as to any matter within the County's discretion. The decision and award of the arbitrator shall be based solely upon the evidence and arguments presented to the arbitrator by the respective parties. Proposals to add to or change the Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this section.
- E. Evidence - At the hearing, both parties shall have the right to be heard and to present evidence. The following rules shall apply:
1. Oral evidence shall be taken under oath.
  2. Each party shall have the right to call and examine witnesses, introduce exhibits, and cross examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination. If the Provider/Worker does not testify on his/her own behalf the Provider/Worker may be called and examined as if under cross-examination.
  3. The County shall be allowed to have one (1) Provider/Worker who may be called upon to testify as a witness, present at the arbitration hearing at all times.
- F. Binding Decision - The decision of the arbitrator shall be binding upon the Provider/Worker, the Union, and the County.

Based upon significant financial impact of the arbitrator's decision upon the County, within ten (10) working days of receipt of the arbitrator's decision, the County may request that the Union meet with the County to discuss the financial impact of the decision. The Union agrees to meet and consult with the County over the impact upon the County of the decision. Absent agreement between the parties to modify or mitigate the impact of the arbitrator's decision, the decision of the arbitrator shall be final and binding on the parties. The arbitrator may sustain, modify or rescind an appealed action.

- G. Arbitrator's Decision Due - Unless the parties agree otherwise, the arbitrator shall render the decision in writing within thirty (30) days following the close of the hearing to the Chief Executive Officer. The Chief Executive Officer shall immediately provide a copy of the decision to the Provider/Worker; the Provider/Worker's duly elected representative and the Department Head. If requested by either party, the decision shall be accompanied by findings of fact and conclusions of law.
- H. Non-Union Representation - In the event that a Provider/Worker chooses to represent himself/herself, or arranges for representation independent of the recognized Provider/Worker organization, arbitration as provided herein shall not be available to the Provider/Worker.

#### **14. TERM AND SALARY**

The term of this agreement shall be 48 months, commencing October 1, 2006, and ending at midnight on September 30, 2010.

##### **Wages**

The hourly rate shall be \$8.84 per hour effective October 1, 2007.

The hourly rate shall increase to \$9.11 per hour effective October 1, 2008.

The hourly rate shall increase to \$9.38 per hour effective October 1, 2009.

##### **Resumption of Negotiations**

The parties agree to begin the meet and confer process for a successor agreement by meeting and exchanging proposals no later than March 1, 2010.

##### **Cardio-Pulmonary Resuscitation Certification Differential**

###### **A. Overview**

Upon the effective date of this Agreement the County shall provide at no cost, except as described in the Fee Section, to Providers under this Agreement, CPR certification training on a monthly basis, subject to availability with preference given to Registry Providers. In addition to the monthly CPR training, the County shall make available on a voluntary basis at no cost, except as described in the

Fee Section, to all non-registry Providers dedicated CPR training on a quarterly basis. CPR Training will be available on a first come first serve basis.

**B. Notification**

The County and the United Domestic Workers will promote the CPR training through use of newsletters, flyers, and their respective websites. Dates and times will be provided by the County to the Union on a quarterly basis.

**C. Cancellation/Rescheduling**

Providers covered under this agreement, who enroll in CPR training, must contact the County two (2) business days prior to the scheduled training date in the event the Provider wishes to cancel or reschedule the training.

**D. Fees**

Except as provided in Section C above, Providers who are scheduled for CPR training and do not attend shall be deemed to have used their CPR differential for a period not to exceed the length of the certification's term. Providers who missed scheduled training without prior notification, as described in the Cancellation/Rescheduling section, may take CPR training but will be required to pay the cost of said training prior to enrollment. The County will take into consideration mitigating circumstances regarding a Provider's failure to timely notify the Public Authority of a Provider's intent to cancel a scheduled training.

**15. PAYROLL/DIRECT DEPOSIT**

**Payroll**

To promote a timely and accurate payroll system, the County and the Union will utilize the Labor Management Relations Committee to identify causes and solutions to on-going problems resulting in late, lost or inaccurate paychecks and related payroll issues. When the causes of problems are outside the direct control of the County, the County and the Union agree to work cooperatively to create solutions by bringing the problems to the attention of the responsible agencies and working with those agencies to seek and implement appropriate solutions. When the cause of problems are within the control of the County, the County will act expeditiously to solve the problem and work to prevent said problems from occurring in the future.

**Direct Deposit**

In order to ensure that Provider/Worker's receive their paychecks in a timely manner and to avoid late, missing, delayed or lost paychecks, the County will cooperate with the Union to encourage establishment of a system, funded by the State, to direct deposit IHSS Provider/Worker's paychecks into their accounts once this option has been made available by the State Controller. This service will be optional and made available at no cost to the Provider/Worker.

## 16. AGENCY SHOP

### Purpose

Both the County and the Union recognize the responsibility of the Union to provide fair and professional representation to the Providers/Workers in the bargaining unit. The County and the Union mutually understand and agree that all affected Providers/Workers have the option to join or not join the Union.

### Provider/Worker and Union Rights and Responsibilities

#### Implementation of Agency Shop

IHSS Providers/Workers must either become and remain members of the Union and pay Union dues, or pay an agency fee to the Union in an amount that does not exceed that which may be lawfully collected. Such dues or fees shall be deducted from the Provider/Worker's paycheck on a monthly basis starting the first day of the month following completion of sixty (60) days of employment, subject to the limitations and practices of the State Controller's payroll system. This sixty (60) days shall be shortened to thirty (30) days if practical. This provision shall become effective the first day of the month following sixty (60) days after certification. This sixty (60) days shall be shortened to thirty (30) days if practical.

### Provider/Worker's Rights of Conscientious Objection

A Provider/Worker who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. The Provider/Worker must present a written declaration to the Union and the County that he/she qualifies for this exemption. The Provider/Worker shall be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to the dues, initiation fees, or agency shop fees to a non-religious, non-labor charitable fund exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code, chosen by the Provider/Worker from a list of funds designated in this article.

### Designation of Nonreligious, Nonlabor Charitable Funds

Employees covered by Section 4.2, may designate one of the following non-religious, non-labor charitable funds to which his/her applicable payments will be paid:

1. The United Way of Stanislaus County
2. Disability Resources Agency for Independent Living
3. The Howard Training Center
4. Society of Handicapped Children & Adults

### **Sufficiency of Provider/Worker's Earnings**

The IHSS Provider/Worker's earnings must be sufficient after required federal and state deductions are made to cover the amount of dues or agency shop fees, subject to the following limitations:

- A. When an IHSS Provider/Worker is in a non-pay status for a full pay period, no dues payment or agency shop fee will be withheld or due for that pay period.
- B. All required federal and state deductions or other legal deductions shall have priority over Union dues and agency shop fees.

### **Union Indemnification**

The Union shall indemnify, defend, and hold the County, its agents, officers and employees harmless from and against any and all claims, demands, suits, orders, or judgments, or any other forms of liability (including defense costs and reasonable attorney fees) that arise out of or by reason of this article, or action taken or not taken by the County under this article.

## **17. DUES DEDUCTION**

### **Communication Between Agencies**

The Union has the exclusive privilege of dues deduction or agency fee deduction for all Providers/Workers in the bargaining unit covered by this Agreement. The County will advise, as necessary to initiate deduction, the California Department of Social Services and/or State Controller, as the payroll agent(s) for its IHSS Individual Provider/Worker employees, to deduct all authorized dues, fees and/or assessments as required by the Union, or as voluntarily requested by bargaining unit members. The County will assist and cooperate with the Union and the aforementioned entities to ensure the timely deduction of said dues, fees and/or assessments and the timely and accurate reporting to the Union of all such payments made pursuant to this Agreement.

### **Exchange of Information**

The County shall provide all necessary information in order to assist in the implementation of the Agreement between UNION and the County, unless such information is prohibited by law. The County shall assist in providing all necessary information to assist in dues and deduction processing for all bargaining unit members, unless such information is prohibited by law. The County may provide the information directly to the State representatives and/or to the Union to allow for an orderly processing of dues and deduction processing for Union members. The Union also agrees that in the event the County provides to the Union confidential Provider/Worker information, including but not limited to Provider/Worker's name and social security number, the Union agrees to treat the information as confidential and private and to use it only for the purposes of performing dues and deduction processing. The Union agrees that in the event information such as social security or other information which has been provided to the Union is released by the Union and used for purposes

other than the implementation of the Agreement between the County and the Union, that the Union will indemnify, defend and hold the County harmless for any actions that may arise for violation of privacy or use or improper use of said confidential Provider/Worker information.

### **Process**

Union dues shall be deducted, as authorized by the Union, from all bargaining unit Providers/Workers and from all bargaining unit wages and other earned compensation, including “lump sum” and/or retroactive pay. The amount of union dues and/or fees shall be determined by the Union, subject to applicable laws and the Agency Shop provision of this Agreement.

### **Indemnification**

The Union shall indemnify, defend and hold harmless the County, its agents, officers, and employees from and against any and all liability (including defense costs and reasonable attorney fees) and claims for damages of any nature whatsoever, including but not limited to Union’s negligent acts or omissions, arising out of the performance of this Agreement, except liabilities and claims for damages caused by County’s negligence or willful misconduct.

### **Dues Structure for United Domestic Workers of America, NUHHCE, AFSCME, AFL-CIO**

The Union will provide a dues structure sheet within 30 days of signing this agreement, and provide the County with an update any time there are changes to the Union Dues structure.

## **18. LABOR-MANAGEMENT RELATIONS COMMITTEE**

The County and the Union recognize the importance of maintaining an effective working relationship that fosters good communication, information sharing, and early issue resolution in order to fulfill the mission of the IHSS program and provide quality, reliable care to all IHSS Clients/Consumers. Both parties recognize their responsibility to address any program matter that might affect this goal.

The County and the Union shall establish a Labor-Management Relations Committee. The purpose the Committee shall be to consider and take action on matters affecting the relations between the parties and recommend measures to improve Client/Consumer care and the IHSS program. The committee shall not engage in negotiations or consider matters properly the subject of a grievance.

- A. Each party shall select their own participants for the Committee. However, either party may request the removal of a participant from the other group if that participant becomes too disruptive to the work of the Committee.
- B. The Committee shall be composed of up to ten (10) Union representatives or their designees and up to ten (10) County of Stanislaus representatives, or their designees, including at least one IHSS Program Manager.

- C. Responsibility for hosting and chairing the Committee will alternate between the parties on each successive meeting date. Such responsibilities and duties shall include: securing and preparing the location for the meeting, preparing the mutually agreed upon meeting agenda, providing water and other simple refreshments, and selecting one representative to chair the meeting.
- D. Minutes for each meeting shall be prepared and distributed by the party that is not hosting the meeting within thirty (30) days following each meeting.
- E. The Committee may meet as frequently as agreed to by the parties, but shall convene no less than quarterly. The Committee may meet for as long as agreed to by the parties, but shall schedule each meeting for no fewer than two (2) hours.
- F. The County and the Union will address each recommended item within a reasonable amount of time or as agreed by the parties.
- G. Bargaining unit employee Committee members serve on a voluntary basis and will receive no remuneration from the County for their participation.
- H. In order to foster an environment conducive to building an effective and productive ongoing relationship between the parties, proceedings of the Labor-Management Committee shall not be open to the public. Observers or guests may attend if agreed to by the parties in advance of the meeting. Joint reports may be given to external bodies as agreed to by the parties.

## **19. UNION STEWARDS**

- A. The County will recognize up to one Union steward for every one hundred (100) bargaining unit members.
- B. The County will recognize up to ten (10) stewards designated as Senior Stewards.
- C. The County will recognize up to five (5) stewards designated as District Representatives.
- D. All such stewards, Senior Stewards and District Representatives, shall be selected by the Union. The Union will provide a list of IHSS Providers/Workers in these positions to the County on a quarterly basis.

### **Compensation.**

The County agrees to consider discussions in future contract negotiations to establish a plan to compensate stewards for time spent in administering this MOU. The Union understands that this agreement to consider future discussions is not a commitment to agree to any particular plan.

## **Communication**

The County and Union recognize the unique circumstances of the IHSS workforce and that the lack of a common workplace makes dissemination of information to the bargaining unit a challenge for both Union and Employer. Both parties will work together to explore methods to achieve effective communication with the bargaining unit about the MOU and the rights and responsibilities hereunder.

## **20. HEALTH BENEFITS**

### **Section 1. Plan Description**

The County and the Union acknowledge their mutual interest in offering quality, affordable health care coverage for eligible Individual Providers. The County shall provide PacifiCare health benefits, Safeguard Vision and Dental Insurance to eligible Individual Providers. Each year prior to the Open Enrollment period the County and Union shall meet and confer on the available plan types, options and cost.

### **Section 2. Monthly Funding Mechanism**

Contributions towards health insurance shall be calculated by multiplying the total number of Individual Provider Paid Hours per month by the maximum allowable health benefit contribution rate per hour designated in Welfare and Institutions Code 12301 et seq. (currently \$0.60 per hour). Each month the Union, after transmission by the County of a list of insured Individual Providers, shall forward to the County a check and a report of Individual Providers indicating which Individual Providers have had premium deductions and which have not. The premium deductions shall be used solely for the purpose of purchasing insurance of eligible Individual Providers. The County shall forward the full amount of the insurance premiums to the appropriate health care provider each month of this Agreement. The Individual Providers \$20 monthly premium co-pay is an integral part of the monthly funding mechanism as it relates to the total Individual Provider health insurance eligibility cap. The Individual Providers health insurance monthly premium co-pay increases the number of eligible providers for health insurance under this Agreement.

### **Section 3. Enrollment**

The number of Individual Providers who are eligible for health insurance shall be determined by multiplying the total number of Individual Provider Paid Hours per month by the maximum allowable health benefit contribution rate designated in Welfare and Institutions Code 12301 et seq. (currently \$0.60 per hour) divided by the net premium cost of the health benefit package. (Net premium cost is determined by subtracting the eligible providers monthly twenty (\$20) premium co-pay actually collected, from the per provider per month premium cost of the health benefit package.) Eligible Individual Providers are taken on a first come first serve basis.

In the event the total enrollment cap is not reached, and there is no waiting list, the Union and the Public Authority shall meet to determine whether the required number of authorized hours

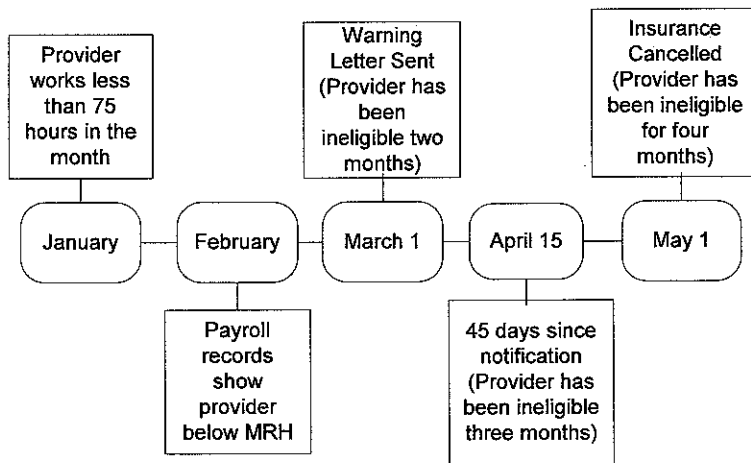
for benefits eligibility be set at a lower Required Minimum Hours (RMH).

#### Section 4. Eligibility Requirements

In order to be eligible for health benefits the Individual Provider must work the Required Minimum Hours (RMH). The RMH, as reported in the Case Management Information and Payrolling System (CMIPS) is seventy-five (75) or more hours per month. The initial eligibility requirement is that the Independent Providers must work seventy-five (75) hours or more for three consecutive months. To maintain eligibility for health insurance Independent Providers must continue to work seventy-five (75) hours or more per month. A month is defined as a calendar month.

#### Section 5. Removal from Benefits

An Individual Provider receiving health insurance, whose hours drop below the Required Minimum Hours (RMH) seventy-five (75) hours per month in the Case Management Information and Payrolling System (CMIPS), will receive a Warning Letter Notification. The Warning Letter states the Individual Provider has forty-five (45) days to increase the hours worked to the RMH level. If the Individual Provider increases the hours to the RMH level then no further action is taken that month. If the Individual Provider does not increase their hours, then termination of health benefits will proceed according to the chart below. The Individual Provider may be terminated at the end of the month (see chart). Individual Providers who are terminated from health benefits will be offered COBRA coverage. Payment for COBRA coverage is the responsibility of the Individual Provider.



#### Section 6. Waiting List

In the event the total enrollment cap has been reached and additional eligible Independent Providers (as described in Section 4) have requested health benefits, a waiting list shall be established. All eligible Providers will be entered on a waiting list on the day they request benefits. Individual Providers who were eligible when they were placed on the Waiting List but are no longer working the RMH (as described in Section 4) will retain their place on the Waiting List for up to two (2) months. After two (2) months if the Individual Provider is still not working the RMH per month they will be removed from the Waiting List. The next

eligible Individual Provider will be offered health insurance. Individual Provider's who were removed from the Waiting List may reapply to be on the Waiting List once they meet the initial eligibility requirements; however, they will be placed at the end of the Waiting List.

Section 7. Open Enrollment Period

Open enrollment will occur once each year based upon the health insurance policy renewal date. The open enrollment period will last for thirty (30) days; however, it can be extended for an additional thirty (30) days if there has been a change of insurance carriers.

Section 8 Future Additional Funding

In the event that the State of California and/or the Federal government makes additional funding available for the payment of health benefit premiums, the Union and the Public Authority shall meet and confer on the impact of the funding change on the above referenced health benefits outlined in Section 1 of this Article.

**21. SECURITY CHECKS**

The Public Authority shall provide security checks at no cost to individual Providers who the Public Authority accepts as Registry applicants.

**22. WAGE AND BENEFIT CONTINGENCY**

If, during the term of this Agreement either State or Federal participation levels are reduced, State realignment funding is reduced, the State caps their funding participation in a Provider wage lower than wages paid under this agreement, or, either the State or Federal sharing formula is modified in any manner that would result in an increased cost to the County to maintain the wage and/or benefit level described in this Agreement, the affected benefit and/or wages, will be reduced by an amount necessary to keep the total cost to the County the same as such supported by the new Federal and/or State share or funding participation cap.

The Public Authority shall provide to the Union a written description of any adjustments to be made pursuant to this section at least thirty (30) days prior to the effective date of such adjustments. Upon receipt of a written request from the Union to do so, the Public Authority will meet and confer regarding the impact of the above-described loss of funding or funding participation wage cap. In no case will the County be required to increase its contribution towards the affected benefit and/or wages, as applicable.