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RESOLUTION NO. 042-2010

OF THE GOVERNING BOARD OF THE IN HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY

WHEREAS, representatives of the Governing Board of the In Home Supportive Services (IHSS) Public Authority and the representatives of the representatives of the United Domestic Workers of America (UDW)/American Federation of State, County and Municipal Employees (AFSCME), Local 3930/American Federation of Labor and Congress of Industrial Organizations(AFL-CIO) representing the Independent Providers bargaining unit as authorized under the California Welfare and Institutions Code and the subsequent County Ordinance No. 4612, Chapter 8.76, Section 8.76.070, subsection B as established under the IHSS Public Authority Employer/Employee Relations Resolution 1-02 have met and conferred in good faith since on or about October 26, 2007; and,

WHEREAS, said representatives have reached tentative agreement on or about October 9, 2009 for a successor Memorandum of Understanding (MOU) that was not sent for ratification vote by UDW and subsequently pulled from the Governing Board IHSS Agenda on November 10, 2009 and on December 10, 2009 for approval to allow for additional discussions to reach agreement; and

WHEREAS, said representatives have met and conferred to reach a tentative agreement on or about February 2, 2010 in regard to a variety of cost neutral and non economic issues to be incorporated as the successor Memorandum of Understanding (MOU for the period covering June 2, 2009 through June 20 2010; and

WHEREAS, the representatives of UDW/AFSCME, Local 3930/AFL-CIO covering the Independent Providers in this bargaining unit have held elections the weeks of February 2, 2010 through February 26, 2010 and voted to ratify on or about February 26, 2010 the negotiated terms and conditions contained within the tentative agreement for the successor MOU as incorporated herein; and

WHEREAS, the previous Memorandum of Understanding between the Governing Board of the In Home Supportive Services (IHSS) Public Authority and the UDW/AFSCME, Local 3930/AFL-CIO, expired November 30, 2007, and the IHSS Public Authority representatives are now bringing the negotiated and fully executed successor MOU as attached and incorporated herein to the Governing Board of the In Home Supportive Services Public Authority for final approval.

THEREFORE BE IT RESOLVED, that the Governing Board of the In Home Supportive Services (IHSS) Public Authority approve, adopt and authorize the Chair to sign this Resolution and the successor Memorandum of Understanding that is attached and incorporated herein between the Governing Board of the In Home Supportive Services (IHSS) Public Authority and the United Domestic Workers of America UDW/AFSCME, Local 3930/AFL-CIO, representing the Independent Providers as attached and incorporated herein for the period June 1, 2009 through June 30, 2010, effective May 1, 2010 with the terms and conditions of said successor Memorandum of Understanding to go into effect as soon as feasible as determined by the Governing Board of the In Home Supportive Services (IHSS) Public Authority but no earlier than the first full pay period following final approval and adoption by the Governing Board of the IHSS Public Authority.

THEREFORE BE IT FURTHER RESOLVED, that the Governing Board of the In Home Supportive Services (IHSS) Public Authority directs the In Home supportive Services Public Authority, the Human Services Department, and the Human Resources Department to implement the changes contained therein.

PASSED AND ADOPTED by the Governing Board of the In Home Supportive Services (IHSS) Public Authority at a meeting of said Board, held the 13th day of April 2010, by the following vote of said Board:

Attest:

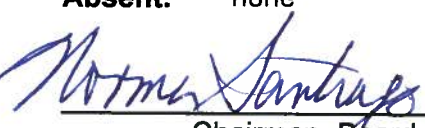
Suzanne Allen de Sanchez
Clerk of the Board

Ayes: Sweeney, Knight, Nutting, Briggs
Santiago

Noes: none

Absent: none

By: 
Deputy Clerk


Chairman, Board
Norma Santiago

I CERTIFY THAT:

THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DATE: _____

Attest: Suzanne Allen de Sanchez, Clerk of the Board of Supervisors
of the County of El Dorado, State of California.

By: _____
Deputy Clerk

ORIGINAL

MEMORANDUM OF UNDERSTANDING
BETWEEN
EL DORADO COUNTY IN-HOME SUPPORTIVE SERVICES
PUBLIC AUTHORITY
AND
UNITED DOMESTIC WORKERS OF AMERICA,
AFSCME, Local 3930, AFL-CIO
FOR THE TERM OF
June 1, 2009 – June 30, 2010

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INTRODUCTION

This Memorandum of Understanding, hereinafter referred to as “Memorandum” or “MOU”, is made by and between the El Dorado County In-Home Supportive Services Public Authority hereinafter referred to as the “IHSS Public Authority” or “Public Authority” and the United Domestic Workers of America, AFSCME, Local 3930, AFL-CIO hereinafter referred to as “UDWA” or “Union”, representing those Independent IHSS Providers hereinafter referred to as “IHSS Providers” or “Providers” who are members of the In-Home Supportive Services Bargaining Unit.

This Memorandum constitutes the result of meeting and conferring in good faith pursuant to the appropriate provisions of the California Government Code (Section 3500 et. seq.), the California Welfare and Institutions Code (Section 12300 et. seq.), El Dorado County Ordinance No. 4612(Title 8, Chapter 8.76 of The Code of the County of El Dorado) and the IHSS Public Authority Employer-Employee Relations Resolution.

This Memorandum formalizes the unique employer-employee relationship defined in law between the IHSS Public Authority and the Union. It is recognized by the parties that the IHSS Public Authority does not employ or manage the IHSS Provider workforce in the role of a traditional employer. IHSS Consumers retain the exclusive right to hire, fire, train, and supervise the work of any IHSS Provider who delivers services to them. The Union and the IHSS Public Authority commit themselves in this MOU to goals that benefit both this workforce and benefit consumers of IHSS services.

The IHSS 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 Memorandum will require the assistance and cooperation of agencies that are not party to this Memorandum. The IHSS Public Authority and the Union agree to work together in good faith in order to secure the assistance of the appropriate entities when required by the provisions of this Memorandum.

It is recognized and acknowledged by the parties to this Memorandum that the IHSS Public Authority is an independent legal entity, separate and apart from the County of El Dorado and the IHSS Public Authority has no power to bind the County to any contractual or legal obligations. Obligees of the Authority may not seek recourse against the County of El Dorado for any financial or legal obligation of the Authority. Nothing in this Memorandum is intended nor shall it be interpreted or applied to conflict with Section 8.76.080 of El Dorado County Ordinance 4612 as such existed on the effective date of this MOU.

SECTION 1
RECOGNITION

1.1 Recognition

The Public Authority recognizes the Union as the exclusive representative of IHSS Providers in the County of El Dorado. This Agreement does not apply to others affiliated with, contracted by or employed by the Public Authority, including without limitation, administrative and operational staff.

SECTION 2
NON-DISCRIMINATION

2.1 Non-Discrimination

There shall be no discrimination in the interpretation, application, or enforcement of the express terms of this MOU because of sex, race, creed, color, national origin, sexual orientation, age, disability or participation or non-participation in Union activities against any Provider by the IHSS Public Authority or by the Union. Neither the Public Authority nor the Union shall discriminate against any Provider because of the exercise of his or her rights pursuant to the terms of this Memorandum.

SECTION 3
CONSUMER RIGHTS

3.1 Consumer Rights

The parties reaffirm that under the statute and ordinance establishing the Public Authority, IHSS Consumers have the sole and undisputed right to:

- A. Hire Providers of their choice;
- B. Fire Providers from their service, at will;
- C. Determine who may and may not enter their home and,
- D. Supervise and direct the work of the Providers who are providing services to them within the scope of authorized services.

3.2 Consumer Confidentiality

The Union shall not seek information regarding the name, address, phone number or any other personal information regarding consumers. Union representatives and IHSS Providers shall maintain strict standards of confidentiality regarding consumers and shall not disclose personal information obtained, from whatever source, pertaining to consumers, unless disclosure is compelled by legal process or otherwise authorized by law.

3.3 Right To Privacy

The Union shall not intentionally contact either the consumer or the Provider at the consumer's home without the express permission of the consumer or, the express permission of the consumer's legal guardian or legal conservator. It is recognized that the Union may, from time to time, inadvertently contact a Provider at the consumer's home because Providers sometimes use consumers' home addresses and/or phone numbers for contact purposes without informing the Union of this fact. However, once the Union becomes aware that a contact address or phone number belongs to a consumer, the Union shall immediately comply with the provisions of this section. This section does not apply to contact with the Provider when the Provider and the consumer share the same residence.

SECTION 4

MANAGEMENT RIGHTS

4.1 Management Rights

Nothing herein shall be construed to restrict the right of the Public Authority with respect to matters of general legislative or managerial policy. Except as otherwise specifically provided, nothing in this Memorandum shall be construed to limit the Public Authority's right to determine its mission; to maintain the efficiency of the Public Authority's operations; to set standards of service; to determine the methods, means, and personnel by which the Public Authority's delivery of In-Home Supportive Services are to be carried out; to take all necessary action to carry out its mission in emergencies; and to exercise complete control over its organization and the technology of performing work.

Except as otherwise specifically provided, nothing herein shall be construed to authorize the Public Authority to direct Independent Providers, to take disciplinary action as to IHSS Providers, or to relieve IHSS Providers from duty.

SECTION 5

UNION RIGHTS

5.1 Lists and Information

The Public Authority will provide the Union with information lists regarding represented IHSS Providers subject to the following:

- A. To the extent State and Public Authority data-processing systems permit, the IHSS Public Authority shall, on a monthly basis, provide to the Union a list of all current Providers, including name, Social Security Number or other personal identification number required by the State Controller's Office, address, telephone number, languages and hours worked, if available. The list shall be provided on diskette or via electronic mail in a mutually agreed upon format.

B. The Union shall defend, indemnify, and hold harmless, release and save the Public Authority and its respective boards, directors, officers and employees from any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of or by reason of, action taken or not taken by the Public Authority or any other action alleging that the Union has misused or inappropriately disclosed Provider Social Security Numbers obtained from the Public Authority. The Union shall reimburse the Public Authority for all reasonable costs, including but not limited to, Attorney's fees, costs, and the staff time associated with any matter that falls within the scope of this clause.

5.2 Bulletin Board Space

The Public Authority will provide bulletin board space for use by the Union, on a bulletin board located at the Public Authority Office, provided the communications displayed have to do with official Union business, and shall be used only for the following subjects:

- A. Information concerning Union elections or the results thereof
- B. Reports of official business of the Union, including reports of committees of the Union's Board of Directors.
- C. Union recreational, social and related news bulletins, scheduled meetings.

All material shall clearly state that it is prepared and authorized by the Union. All material posted shall be in good taste and shall not malign the Public Authority or its representatives. Such use shall not interfere with the legitimate needs of the Public Authority. The IHSS Public Authority reserves the right to remove any material posted in violation of this Section. If the Public Authority does remove material posted by the Union, it will notify the Union by telephone immediately.

5.3 Official Representatives, Stewards

The Union shall provide a current Official Representatives List to the Public Authority Manager. The list shall include the name, title, telephone number, mailing address and e-mail address (when available) of the Union's official representatives, including stewards. The Union shall notify the Public Authority of any changes to the List. Official Representatives of the Union and/or stewards shall not be recognized by the IHSS Public Authority until such list or changes are provided in writing to the Public Authority, or designee of the Public Authority.

5.4 New Provider Orientations

The Union may attend and make presentations at new provider group orientations subject to the following:

- A. The Public Authority shall provide reasonable notice to the Union of scheduled new provider group orientations. The Public Authority shall provide an opportunity for Union representatives to make presentations at such gatherings. All material presented by the Union shall be in good taste and shall not malign the Public Authority or its representatives.

B. Nothing in this Section is intended to abrogate the Public Authority's right to provide orientations on a drop-in basis. The Public Authority agrees to distribute a sealed packet of Union information to each Provider attending a drop-in orientation. The Union will provide information packets for this purpose. The Union likewise agrees to make materials provided by the Public Authority available at Union events.

5.5 Union Membership and Fair Share/Agency Shop

The Union agrees that it has a duty to provide fair and non-discriminatory representation to all Providers in the unit regardless of whether or not they are members of the Union.

A. Providers shall, as a condition of employment, either:

1. Become and remain a member of the Union; or
2. Pay to the Union an agency fee in an amount that does not exceed an amount that may be lawfully collected under applicable laws. It shall be the sole responsibility of the Union to determine an agency shop fee which meets the above criteria; or
3. Do both of the following:
 - (a) Execute a written declaration to the Union with a copy to the Public Authority Manager or designee indicating that the IHSS Provider is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
 - (b) Pay a sum equal to the agency shop fee described above to a non religious, non-labor, charitable fund chosen by the Provider from among the following charities:
 - (1) El Dorado County Senior Nutrition Program
 - (2) El Dorado County Senior Day Care
 - (3) National Family Caregivers Support Program, El Dorado County
4. The Union shall provide the Public Authority Manager or designee a copy of the Union's agency fee procedure and each revision thereof and shall provide notice of said procedure to bargaining unit members as required by all applicable laws. Failure by a Provider to invoke the said procedure within one month after actual notice shall be a waiver by the Provider of his/her right to contest the amount of the agency fee, unless otherwise required by law.
5. Annually, the Union shall provide the Public Authority Manager with copies of the financial report required pursuant to the Labor-Management Disclosure Act of 1959. Such report shall be available to Providers in the unit within sixty (60) days after the end of the fiscal year and shall include an itemization of the expenditures

of the Union in detail necessary for a Provider to be able to reasonably determine what portion of regular membership dues would be allocated to the cost of meeting and conferring and the administration of the MOU.

B. No Fair Share fee service fee shall be collected from any Provider who is not paying dues or a Fair Share fee until the Provider has received written notice from the Union, which includes legally adequate information concerning the breakdown of “chargeable” and “non-chargeable” expenses. A prompt, legally sufficient opportunity, as provided below, shall be established by the Union for challenge of the amount of the fee. The Union shall set up an escrow account for the amounts in dispute while such challenges are pending. Specifically, such notice shall, at a minimum, include a Fair Share Fee Explanation and Notice of Right to Challenge as follows:

1. An itemization of the expenditures of the Union reviewed and signed by an auditor from a certified public accounting firm in detail necessary for a Provider to be able to reasonably determine what portion of regular membership dues would be allocated to the cost of negotiation and contract administration as referenced above.

2. The amount of the Fair Share service fee. Such fee shall not exceed the proportion of dues calculated as referenced above. The Provider who makes a request for a breakdown of “chargeable” and “non-chargeable” expenses shall be provided this information by the Union.

3. The procedure on how non-members may file a challenge with the Union to the amount of the Fair Share fee. Such procedure shall be legally sufficient and shall include an escrow account for the monies reasonably in dispute. The Union shall provide the Public Authority with copies of all challenges and decisions. The Public Authority shall not be made a party to any administrative or court proceedings to determine the Fair Share fee.

C. Such dues or fees shall, as a condition of continued employment, be deducted from the Provider’s paycheck on a monthly basis starting the first day of the month following the completion of thirty (30) days of employment, subject to the limitations and practices of the State’s payroll system. This provision shall become effective the first day of the month following thirty (30) days after certification.

D. The Provider’s earnings must be sufficient after required deductions are made to cover the amount of the dues or agency shop fees.

E. The IHSS Public Authority and the Union will cooperate in the implementation and subsequent administration of this section.

F. An IHSS Provider may withdraw his/her Union membership by notifying the Union in writing of his/her desire to do so. An IHSS Provider who does withdraw his/her Union membership shall be subject to the provisions of either Section 5.5 A. 2. or Section 5.5 A. 3., whichever is appropriate.

G. The Union shall defend, indemnify and hold harmless, release and save the IHSS Public Authority, its officers, agents and employees, against any and all claims, demands, suits, orders, judgments or other forms of liability, or any other action, from any parties other than the Union, that shall arise out of, or by reason of the Fair Share Agreement and/or other Union-related deductions from Providers' paychecks. This includes but is not limited to the collection and procedures for collection of fair share fees or membership dues. The Union shall reimburse the Public Authority for all reasonable costs, including but not limited to, Attorney's fees, costs, and the staff time associated with any matter that falls within the scope of this clause.

H. The provisions of Government Code Section 3502.5 involving rescission of this agency shop provision shall apply.

SECTION 6

WAGES

6.1 Wages

A. If the federal waiver affecting the administration of the state's Residual Program has been approved, is operational and results in cost savings to the County sufficient to fully offset additional wage increases the wages for all represented IHSS Providers shall be \$9.00 per hour effective July 1, 2007.

6.2 Wage Contingency

If either state or federal participation levels are reduced or, either the state or federal sharing formula is modified in any manner that would result in an increased cost to the El Dorado County Public Authority to maintain the wage levels described in this MOU, wages will be reduced by an amount necessary to keep the cost of wages paid by the Public Authority for any IHSS Provider, at a participation level and/or at a state and/or federal cost sharing formula that sufficiently and fully offsets any increases in costs for wages paid by the Public Authority.

The Public Authority shall provide to the Union a detailed 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.

SECTION 7

BENEFITS

7.1 Health, Dental and Vision Care Program

- A. The Public Authority and the Union acknowledge their mutual interest in offering quality, affordable health care coverage for eligible Providers. The Public Authority will continue to contract with Select Benefits/Safeco Insurance Company to provide health, dental and vision care insurance to Providers.
- B. Monthly Funding Mechanism: The 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 of \$0.60 per hour.
- C. Eligibility Requirements: Providers who have worked a minimum of seventy (70) hours for two (2) consecutive months shall be eligible for health, dental and vision care insurance contributions pursuant to this Section, on a first-come first-served basis. If an eligible Provider requests to be enrolled in benefits at a time when there are no benefit slots available, his/her name shall be placed on the wait list, which shall be administered by the Public Authority. Providers who are on the wait list and who still meet eligibility requirements shall be provided benefits on a first come basis as benefit slots become available.
 - 1. If a Provider who is qualified for and receiving health, dental and vision care insurance contributions fails to qualify for any reason, as indicated above, for two (2) consecutive months, his/her insurance contributions shall be stopped, effective the first of the following month. Providers who are terminated from benefits will be offered COBRA coverage; payment for COBRA coverage is the responsibility of the Provider.
 - 2. Such Provider shall not be eligible to re-enroll in the health, dental and vision care insurance program until he/she has reestablished eligibility by working seventy (70) or more hours for two consecutive months. Contributions will be reinstated pursuant to Section C., above.

Enrollment: The number of 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 (\$0.60 per hour) divided by the net premium cost of the health benefit package.

Any changes in rates and/or benefits will not be applied retroactively. The above section(s) will be implemented prospectively as soon as practicable after the date of final approval and adoption by the Governing Board of the IHSS Public Authority.

7.2 Processing and Payment of Insurance Premiums

The Public Authority will forward the full amount of the Public Authority share of insurance premiums to the Select Benefits/Safeco Insurance Company each month of this Agreement.

7.3 Benefit Contingency/Future Contributions

Public Authority contributions toward the cost of health, dental and vision insurance on behalf of eligible Providers shall be contingent upon the following:

A. The effective date of the above described health, dental and vision benefits shall be as soon as administratively possible following final adoption of this MOU by the Public Authority Governing Board.

B. The state and federal governments currently participate in the cost of health, dental and vision benefits up to a maximum of \$.60 per paid program hour. The current state sharing formula is 65% on the non-federal share and the federal sharing formula is a minimum of 50%. If either state or federal participation levels are reduced or, either the state or federal sharing formula is modified, either before or after the effective date of these benefits, in any manner that would result in an increased cost to the El Dorado County Public Authority to maintain the benefit levels described in this MOU benefits will be reduced by an amount necessary to keep the total cost to the Public Authority the same as such cost existed on the day prior to the effective date of such reduction or modification.

1. If benefit reductions are going to be made pursuant to paragraph B., above, the Union and the Public Authority will meet to discuss and to attempt to reach agreement regarding the various options available for accomplishing the required reductions, but in no case shall the Public Authority be required to increase its contribution toward the affected benefits.
2. If, the Public Authority agrees to temporarily delay the implementation of appropriate adjustments during these discussions, the final adjustments adopted by the Public Authority may be an amount necessary to keep the end-of-agreement costs to the Public Authority the same as those costs would have been had the appropriate adjustments been made without delay.
3. The Public Authority shall provide to the Union a detailed 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.

SECTION 8

REGISTRY

8.1 Registry Services

It is recognized that one of the IHSS Public Authority's primary missions is to provide assistance to IHSS Consumers in finding IHSS Providers through the establishment of a Registry. The operation of the Registry will be conducted in such a way as to respect the rights and needs of both Consumers and Providers. The Public Authority will adopt written procedures regarding the operation of the Registry and shall make a copy of the most current version of these procedures available to the Union.

Nothing in this Section shall be construed to limit the IHSS Public Authority's exclusive right to: list; refer with or without comments regarding training, experience and availability; suspend; or, remove an individual Provider from the Registry.

8.2 Application

This Section only applies to IHSS Providers seeking employment through the Public Authority's Registry, and is not intended to abrogate in any way the rights of Consumers as set forth in SECTION 3 of this Memorandum.

SECTION 9

LABOR-MANAGEMENT COMMITTEE

9.1 Labor-Management Committee

In order to encourage open communication, promote harmonious relations, and resolve matters of mutual concern, the parties agree to create a Labor-Management Committee subject to the following:

- A. The committee will meet as mutually agreed by the parties. Unless mutually agreed otherwise, the Labor-Management Committee shall meet at least twice each calendar year beginning in 2004.
- B. The role of the Committee will be advisory in nature. The Committee will have no authority to delete from, add to or modify this MOU. Committee meetings will not serve as a substitute for nor will they satisfy the parties' mutual obligation to meet and confer in good faith regarding matters within the scope of bargaining.
- C. The Labor-Management Committee will be composed of a maximum of five (5) representatives appointed by the IHSS Public Authority and a maximum of five (5) representatives appointed by the Union. The IHSS Public Authority Program Manager will be one of the Committee members. At least one of the Union representatives will be a Union official. If a member of the Labor-Management Committee is unable to attend a scheduled meeting a substitute, designated by either the Public Authority or the Union as appropriate, may attend the meeting in his/her place.

SECTION 10

TRAINING AND EDUCATION

10.1 Training and Education

Consistent with California Welfare and Institutions Code Section 12301.6, the IHSS Public Authority shall provide for training for IHSS Providers and Consumers. Such training shall be voluntary on the part of Providers and Consumers, and the Public Authority shall not be obligated to ensure that any Provider or Consumer attend or complete any training.

SECTION 11

DIRECT DEPOSIT OF PAYCHECKS

11.1 Direct Deposit of Paychecks

If, during the term of this Agreement, the State makes the direct deposit of paychecks available to IHSS Providers, the Public Authority will work cooperatively with the State and the Union to make direct deposit available provided such service is made available at no additional cost to the Public Authority or the Provider.

SECTION 12

GRIEVANCE PROCEDURE

12.1 Definition and Procedural Steps

A grievance is any dispute, which involves the interpretation or application of any provision of this Agreement excluding, however, the Introduction and those provisions of this Agreement, which specifically provide that the decision of any Public Authority official or designee, or Consumer shall be final. The interpretation or application of those provisions are not subject to the grievance procedure. The Union may represent the grievant at any stage of the process.

A. Except as specifically provided herein, Provider participation in the grievance procedure in any capacity shall be solely on the Provider's own time, and shall not be treated as being within any Consumer's allocated service hours, or as paid time. The Union and the Public Authority recognize that Providers and Consumers are not always able to find replacements to cover the temporary absences of Providers. Therefore, with advance approval from the Public Authority, the Consumer may accompany the Provider during the processing of a grievance when the Public Authority has verified that there are no other reasonable scheduling opportunities available and the Consumer has agreed to accompany his/her Provider. Unless the Public Authority and the Union have mutually agreed in writing to the contrary, the filing and processing of a grievance shall not serve to stay any Public Authority action.

B. Grievances must be filed within thirty (30) calendar days of the incident or occurrence giving rise to the grievance and shall be processed in the following manner:

Step 1 (Informal): Any Provider who believes that a provision of this Agreement has been violated shall discuss the complaint with the Public Authority Program Manager or such representative as the Program Manager may designate. A decision by the Public Authority shall be issued within ten (10) workdays following the discussion.

Step 2 (Formal): If a grievance is not satisfactorily resolved at Step 1 above, the grievant or the Union may submit the grievance in writing to the Assistant Director of Human Services within ten (10) workdays of notice of the Step 1 decision. The grievance shall state which provision of the Agreement has been violated, and the remedy sought, if any.

The Assistant Director of Human Services or designee shall have ten (10) workdays in which to respond to the grievance in writing. If the Union requests a meeting with the Assistant Director of Human Services or designee, such a meeting will be held. If a meeting is held, the written response shall be ten (10) workdays following the meeting.

Step 3 (Mediation): If the grievance is not resolved at Step 2, either the Union or the Public Authority may, within ten (10) workdays of receipt of the written Step 2 response, file written notification with the other party that the grievance is being advanced to Step 3, Mediation. Within twenty (20) workdays of the request for mediation, the parties shall mutually agree to a Mediator.

In the event the parties are unable to agree on a mediator within the twenty (20) workdays, the parties shall request that the State Mediation and Conciliation Service assign a mediator to assist with the processing of the grievance.

The fees and expenses of the Mediator, if any, shall be shared equally by the Union and the Public Authority.

The Mediator shall have no authority to impose a settlement of the grievance. The Mediator's comments, suggestions and recommendations, if any, shall be kept confidential. If mutually agreed by the parties, the Mediator may be requested to prepare a written report of the mediation.

Step 4 (Director): If the grievance is not resolved at Step 3, either the Union or the Public Authority may, within ten (10) workdays of the conclusion of mediation, file written notification with the other party that the grievance is being advanced to Step 4, the Director of Human Services or designee.

The Director of Human Services or designee shall have twenty (20) workdays in which to respond to the grievance in writing. If the Union requests a meeting with the Director of Human Services or designee, such meeting will be held. If a meeting is held, the written response shall be twenty (20) workdays following the meeting.

The decision of the Director of Human Services shall be the final administrative remedy. Nothing in this MOU shall preclude either party to a grievance from pursuing legal action once his/her administrative remedies have been exhausted.

12.2 Time Limits

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure. If the grievant or the Union fails to file or advance a grievance within the above specified time limits, the grievance shall be forfeited. If the Public Authority fails to respond within the above-specified time limits, the grievant or the Union, whichever is appropriate, may advance the grievance to the next Step.

The Union and the Public Authority may agree to waive the time limits for the processing of a grievance. Such waivers shall be in writing and shall be for a specified period of time.

12.3 Workday

For the purposes of the above-described grievance procedures, a "workday" shall be defined as a day that the County's Administrative Offices are open to the public.

SECTION 13

NO STRIKES / NO LOCKOUTS

13.1 No Strikes

During the term of this MOU, the Union, its members and representatives, agree not to engage in, authorize, sanction or support any strike, slowdown, stoppage of work, curtailment of production, or refusal to perform customary duties.

13.2 No Lockouts

During the term of this Memorandum, the IHSS Public Authority agrees not to engage in a lockout of IHSS Providers who are covered by this MOU or take any other concerted action to prevent IHSS Providers from working or being paid for work already performed. The number of hours to be worked by an individual IHSS Provider shall be determined solely by agreement between the IHSS Provider and the appropriate IHSS Consumer(s), subject only to the limitations imposed by the number of the Consumer's authorized hours.

SECTION 14

FULL UNDERSTANDING, SAVINGS CLAUSE, TERM

14.1 Full Understanding

The Public Authority and the Union agree that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights and agrees that the other party shall not be required to meet and confer during the term of this Agreement with

respect to any matter covered herein, except regarding the interpretation of this Memorandum of Understanding. Nothing in this Section is intended to prevent the Public Authority and the Union from meeting and conferring during the term of this agreement regarding matters covered herein upon the mutual agreement of the parties to do so.

14.2 Savings Clause

Should any section, clause or provision of this Agreement be declared illegal, unlawful or unenforceable by final judgment of a court of competent jurisdiction, such invalidation of such section, clause, or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Agreement. If any Article, section, clause, or provisions of this Agreement will operate to withhold or prohibit the receipt of any State or Federal funds, such Article, section, clause, or provision shall be suspended to the extent that the Article, section, clause, or provision operates to withhold or prohibit the receipt of such funds. Should any provision of this Agreement be invalidated as described above, the Public Authority and the Union agree to meet and confer for the sole purpose of developing a mutually acceptable replacement provision.

14.3 Term

The term of this Memorandum of Understanding shall be from June 1, 2009 through June 30, 2010.

14.4 Notification

In the event either party desires to begin negotiations for a successor Memorandum of Understanding (MOU), either party may serve on the other a written request to commence negotiations for a successor MOU.

14.5 Contingency

All other terms and conditions of this MOU notwithstanding, it is expressly understood and agreed upon by the parties that, if, during the term of this agreement, the legal requirement that counties provide for an employer of record for independent IHSS Providers is either eliminated or made optional to the counties by any change in law or judicial decision, this MOU shall become null and void upon formal action by the El Dorado County Board of Supervisors to eliminate the Employer of Record within El Dorado County. The Public Authority will provide the Union with no less than thirty (30) days advance written notice of intended action by the Board of Supervisors.

COUNTY OF EL DORADO

UNITED DOMESTIC WORKERS OF AMERICA, AFSCME LOCAL 3930, AFL-CIO

Date: 2/26/10

Date: 2-26-2010

Bruce Heid
Bruce Heid, Chief Negotiator
IEDA

Doug Moore
Doug Moore, UDWA Executive Director

M. Allyn Bulzoni
M. Allyn Bulzoni,
Director of Human Services

Yvonne Olivares-Maldonado
Yvonne Olivares-Maldonado,
UDWA Chief Negotiator

Deborah Kal
Deborah Kal, Sr. Personnel Analyst

Laura Reyes
Laura Reyes, UDWA President

N/A
Michelle Hunter, Program Manager

Amy Day
Amy Day, Bargaining Team Member

Antoinette Day
Antoinette Day, Bargaining Team Member

Darryl Nelson
Darryl Nelson, Bargaining Team Member

Lori Duncan
Lori Duncan, Bargaining Team Member

Marianne Nelson
Marianne Nelson, Bargaining Team Member

APPROVED BY:
Norma Santiago
Norma Santiago, Chair
Governing Board of the
In-Home Supportive Services Public Authority

ATTEST: Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: Suzanne Allen de Sanchez
Date: 4-13-10