



The County of El Dorado
Human Resources Department
Risk Management
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May 15, 2012

Board of Supervisors
County of El Dorado
330 Fair Lane
Placerville, CA 95667

RE: Recommended successor Memorandum of Understanding for El Dorado County In-Home Supportive Services Public Authority and United Domestic Workers of American, AFSCME, Local 3930, AFL-CIO.

Dear Board Members;

At the direction of your Board, County staff has met and negotiated in good faith with the United Domestic Workers of American, AFSCME, Local 3930, AFL-CIO representing members of the El Dorado County In-Home Supportive Services Public Authority. The parties began the negotiation process June 2009 on the Memorandum of Understanding (MOU) that expired on June 30, 2010, as required under Government Code Section 3500 et seq. The parties have met and exchanged proposals and have given serious consideration in regard to the successor MOU during these difficult economic times. This MOU is the result of the County of El Dorado, El Dorado County In-Home Supportive Services Public Authority and United Domestic Workers of American, AFSCME, Local 3930, AFL-CIO working together for the long range economic well-being of the County.

On or about May 1, 2012, the members of United Domestic Workers of American, AFSCME, Local 3930, AFL-CIO ratified the recommended successor Memorandum of Understanding. This MOU is now before the Board for final adoption. Staff recommends adoption of this successor MOU and provides highlights of the agreement as follows:

1. Term of successor MOU is July 1, 2010 through June 30, 2013.
2. Wages for all represented IHSS providers are \$9.00 per hour. (Section 6.1 Wages).
3. With regard to wages, if either the 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 Public Authority will be reduced proportionately to ensure Public Authority expenses do not exceed State and Federal required match. (Section 6.2. A. Wage and Benefits Contingency).
4. Any reductions in wages and/or benefits will remain in accordance with applicable State and Federal laws and regulations. (Section 6.2. A. Wage and Benefits Contingency).
5. The Union and the Public Authority shall open negotiations twice during the term of this MOU regarding wages only. No other matters within the MOU will be open for discussion during

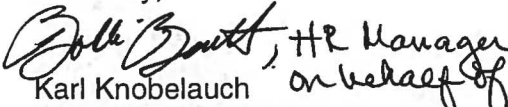
these reopener negotiations. Negotiations shall commence no sooner than April 1, 2011 and April 1, 2012. (Section 6.3 Wage Reopener).

6. If either the State of Federal participation levels are increased or if the sharing formula is modified in any manner that would result in a reduced cost to the El Dorado County Public Authority to maintain the wage and benefit levels or would provide additional funds at no additional cost to the County that could be used for program or benefits enhancements, the parties shall reopen negotiation regarding the issue of wages and benefits only. (Section 6.3 Wage Reopener).
7. The Public Authority agrees to the establishment of a Union Health Care Trust Fund. The Union shall operate the Trust and be solely responsible for the provision of health care benefits and the administration of the health care benefit programs for Providers. (Section 7.1.A Union Health Care Trust Fund).
8. The Public Authority shall fund the Trust with payments of no more than \$0.60 per hour for every Provider hour actually worked in a month, per the Provider Actual Paid Hours Report, up to a maximum payment of \$42,500 per month or \$510,000 per year. As of the first month the Trust becomes effective, the Public Authority shall fund the Trust in an amount equal to \$0.60 per hour, up to \$42,500, based on the actual hours worked in the previous month. Subsequent monthly payments will be based on actual hours worked in the previous month and shall be adjusted as necessary to reconcile the advance payment to actual hours worked. (Section 7.1.B. Funding Mechanism).
9. The Public Authority's funding for the Trust for health care benefit programs shall continue only to the extent that State funding equals or exceeds the amounts currently authorized in the Welfare and Institutions code. If State funding is reduced or eliminated, the Public Authority's obligation to fund the Trust shall be reduced or eliminated in accordance with the same terms and conditions set forth in Section 6. Wages and the monthly payment shall be adjusted accordingly. (Section 7.1.B. Funding Mechanism).
10. The Public authority shall provide training for IHSS Providers and Consumers in accordance with applicable State and Federal laws and regulations. (Section 10.1 Training and Education).
11. The Trust Document is an attachment to the MOU. The County is not a party to the Union Health Care Trust. The Trust is between the El Dorado County IHSS Public Authority and the United Domestic Workers of America by their own agreement.

The recommended Memorandum of Understanding represents the work accomplished by County staff and the Union to meet the needs of both parties. The long range economic outlook of the County was at the forefront of the negotiations throughout the process.

Staff recommends the Board approve, adopt and authorize the Chair of the governing board of the In-Home Supportive Services Public Authority to sign the attached Memorandum of Understanding between the El Dorado County In-Home Supportive Services Public Authority and United Domestic Workers of American, AFSCME, Local 3930, AFL-CIO. Staff recommends the Board approve and adopt the attached Resolution. The Trust document is presented as an attachment for informational purposes only.

Sincerely,


Karl Knoblauch *on behalf of*
Director of Human Resources

- c. Terri Daly, CAO
- Lou Green, County Counsel
- Yvonne Olivares-Maldonado, Chief Negotiator UDW