

ORIGINAL

310-M1610

MEMORANDUM
OF
UNDERSTANDING

BETWEEN

ELDORADO COUNTY IN-HOME SUPPORTIVE
SERVICES PUBLIC AUTHORITY

AND

UNITED DOMESTIC WORKERS OF
AMERICA, AFSCME, Local 3930, AFL-

CIO

FOR THE TERM OF

July 1, 2013- June 30, 2017

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UNDERSTANDING TABLE OF
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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 8.8 of The Code of the County of El Dorado) and the IHSS Public Authority Employer- Employee Relations Resolution.

This Memorandum formalizes the unique 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, terminate, 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 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 8.78 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. NONDISCRIMINATION

2.1 Nondiscrimination

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. Terminate 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 IHSS 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 concerns one or more of 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 in a timely manner.

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 Orientation

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 Fee/Agency Shop Fee Agreement

The Union agrees that it has a duty to provide fair and non-discriminatory representation to all Providers in the unit regardless of whether 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 Shop 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 Area Agency on Aging Senior Programs.
 - (2) El Dorado County Senior Day Care.
 - 4. The Union shall provide the Public Authority Manager or designee a copy of the Union's Agency Shop 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 Shop 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 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. Wages will increase to \$10.00 per hour effective January 1, 2016 as a result of the increase in the legally mandated minimum wage. This is not a negotiated term of the MOU.
- B. During the pay period that includes March 1, 2016, wages will increase to approximately \$10.40 per hour, with a corresponding reduction in benefits as identified in Section 7, as long as this does not trigger a recalculation of the Maintenance of Effort for the Public Authority. County agrees to increase wages as much as possible up to \$10.40 per hour that does not trigger a recalculation of the Maintenance of Effort for the Public Authority.
- C. During the pay period that includes July 1, 2016, wages will increase to \$10.60 per hour.

6.2 Wage and Benefits Contingency

- A. 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 Public Authority to maintain the wage and/or benefit levels

described in this MOU, wages and/or benefits paid by the Public Authority will be reduced proportionately to ensure there are no additional expenses to the Public Authority. Any reductions in wages and/or benefits will remain in accordance with applicable State and Federal laws and regulations.

- B. The Public Authority shall provide to the Union a detailed written description of any adjustments to wages and/or benefits to be made pursuant to this section at least thirty (30) days prior to the effective date of such adjustments.

6.3 Wage Reopener

During the term of this MOU, if either State or Federal participation levels are increased, or either the State or Federal 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 described in this MOU 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 negotiations regarding the issue of wages and benefits only.

SECTION 7. BENEFITS

7.1 Union Health Care Trust Fund

- A. The Public Authority agrees to the establishment of a Union Health Care Trust Fund ("Trust") for the sole purpose of providing dental and vision to Providers covered under the MOU who work more than 60 hours per month. The Union shall operate the Trust and dental and vision benefit programs in accordance with all applicable Federal and State laws. Funds in the Trust shall be used exclusively to provide dental and vision benefit programs to eligible Providers of the El Dorado County IHSS Public Authority who work more than 60 hours per month, and shall not be co-mingled with any Union funds or funds of other entities, including other Public Authorities that may also participate in the Trust.

The Public Authority shall have no responsibility for administering dental and vision benefits. The Union shall be solely responsible for the provision of dental and vision benefits and the administration of the dental and vision programs for Providers.

- B. Funding Mechanism:

The Public Authority shall fund the Trust with payments of no more than \$0.20 per hour for every Provider hour actually worked in a month, per the Provider Actual Paid Hours Report.

The Public Authority's funding for the Trust for dental and vision 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.

The sole obligation of the Public Authority is to provide funding for Provider dental and vision benefits and to make payments to the Trust as set forth in this Section 7.1. The Public Authority in no way warrants the financial stability of the Trust or guarantees the amounts that will be paid in benefits.

The Public Authority is not a party to the Trust and has no independent obligation to provide any funding to the Trust. The Public Authority has no obligation to provide any other funding for health care benefits.

7.2 Trust Fund Reports

Quarterly or more frequently upon written request, the Union will provide to the Public Authority a copy of the Trust Fund Financial Report. The report shall include actual costs of the health benefit plan premiums, member contributions towards medical insurance, eligible Provider participation level, rate increases by insurance carriers, a summary of remaining fund expenditures, and the beginning and ending cash balance of the fund. Additionally, at the end of each year of this MOU, the Public Authority will be allowed to perform a full financial audit of the Union Health Care Trust Fund at no cost to the Union.

7.3 Indemnification

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 claims or legal actions brought under this agreement. 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.

7.4 Termination of Payments

In the event the Trust created to provide dental and vision benefit programs terminates, or otherwise fails to provide the dental and vision benefit programs as set forth in the Trust Agreement, the Public Authority's obligation to make funding contributions to the Trust shall cease. The Union shall notify the Public Authority in writing within three (3) calendar days of any action or proposed action to terminate, revise the Trust, eliminate or reduce the health care benefit programs provided by the Trust.

7.5 Patient Protection and Affordable Care Act

If the Federal and/or State government determine that the Public Authority is legally required to provide medical insurance benefits under the Patient Protection and Affordable Care Act and/or under any other law, the Parties agree to reopen negotiations concerning medical, dental and vision benefits.

SECTION 8. REGISTRY

8.1 Registry Services

It is recognized that one of the 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. Consumer Rights 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 requested by either party.
- B. The role of the Committee will be advisory in nature. The Committee will have no authority to 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 Public Authority and a maximum of five (5) representatives appointed by the Union. The 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

The Public Authority shall provide training for IHSS Providers and Consumers in accordance with applicable State and Federal laws and regulations.

SECTION 11. DIRECT DEPOSIT OF PAYCHECKS

11.1 Direct Deposit of Paychecks

During the term of this Agreement if the State makes the direct deposit of paychecks available to 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 is 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 Health and 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 Health and 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 Health and 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 Health and Human Services or designee.

The Director of Health and 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 Health and 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 Health and 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 and any subsequent negotiation for a successor agreement, 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 and any subsequent negotiation for a successor agreement, the Public Authority agrees not to engage in a lockout of Providers who are covered by this MOU or take any other concerted action to prevent 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 Provider and the appropriate Consumer; 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 operate to withhold or prohibit the receipt of any State or Federal fines, 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 July 1, 2013 through June 30, 2017.

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 County of El Dorado Board of Supervisors to eliminate the Employer of Record within the County of El Dorado. 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.

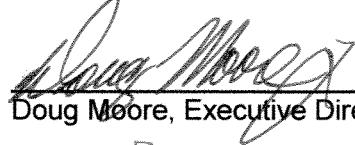
COUNTY OF EL DORADO

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

Date: _____

Date: 12-9-15

Brian K. Veerkamp, Chair



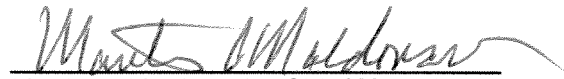
Doug Moore, Executive Director

ATTEST: James Mitrusin
Clerk of the Board of Supervisors



Editha Adams, UDWA President

By: _____



Matthew Maldonado, Chief Negotiator


Date: _____



Yvette Elam, Regional Coordinator



Amy Day, Bargaining Team



Lorie Duncan, Bargaining Team



Mark Villalobos, Bargaining Team

ATTACHMENT A

TRUST DOCUMENT -GOVERNING THE UDW AFSCME LOCAL 3930
ELDORADO COUNTY IHSS PROVIDER BENEFITS TRUST