

**MEMORANDUM
PLACER COUNTY EXECUTIVE OFFICE**

TO: IHSS Public Authority Board

FROM: Thomas M. Miller, County Executive Officer
By: Rich Colwell, Chief Assistant County Executive Officer

DATE: January 23, 2007

SUBJECT: Memorandum of Understanding with United Domestic Workers of America and the Placer County In-Home Supportive Services (IHSS) Public Authority

ACTION REQUESTED:

Approve and authorize the Chair to sign the attached Memorandum of Understanding between United Domestic Workers of America and the Placer County In-Home Supportive Services (IHSS) Public Authority, subject to the prior ratification by the represented independent providers.

BACKGROUND:

In-Home Supportive Services (IHSS) is a state administered, county run program that provides personal care and/or domestic services to individuals with extraordinary needs for care who are unable to live safely at home without assistance and are financially unable to pay for these services. Currently in Placer County, 1,409 residents receive services from 1,365 independent providers through the IHSS program. The independent providers receive their paychecks from the State, but are technically considered employees of the IHSS recipients who are responsible for hiring, firing and supervising the care provider. Although the state requires that counties administer the IHSS program, the State also limits County financial responsibility to approximately 17.5% of the total program cost.

The Placer County Board of Supervisors serves as the County's In-Home Supportive Services Public Authority and is mandated by the State to be the employer of record for purposes of labor negotiations to determine independent provider wages, benefits and other terms and conditions of employment. The independent providers are entitled to all of the rights conferred upon them by the Meyers-Milias-Brown Act, including the right to be represented in their employment relationship with the Authority by an employee organization of their choice, and the right to meet and confer with the Authority with regard to wages, benefits, and other terms and conditions of employment. In Placer County, IHSS independent providers are represented by the United Domestic Workers of America (UDW).

Representatives of the IHSS Public Authority and UDW have been negotiating since September 26, 2006, and have reached agreement on the attached three-year Memorandum of Understanding (MOU). The Memorandum of Understanding conforms to the labor relations briefings provided by the negotiating team to your Authority, and is subject to the approval of your Authority and the represented employees. The final tally of votes by the represented employees on the Memorandum of Understanding was conducted on January 5, 2007. Of 263 ballots returned by eligible voters in the bargaining unit, 258 voted to approve the new contract. All of the negotiated terms are contingent on state and federal funding levels remaining constant. Should those funding levels be reduced or modified in any manner that

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would result in an increased cost to the Placer County Public Authority, wages will be reduced by an amount to keep the total cost to Public Authority the same.

Major Elements of the Memorandum of Understanding:

Term: The term of the agreement runs from January 1, 2007 through December 31, 2009 (3 years).

Wages: The current wage is \$8.50 per hour. The agreement provides for hourly wage increases as follows:

- January 1, 2007 \$9.00 per hour (5.29% increase)
- January 1, 2008 \$9.50 per hour (5.00% increase)
- January 1, 2009 \$10.00 per hour (4.74% increase)

Wage Contingency: These wage increases will only be provided if the state participation level for these wages is included in the state's FY 2006/07, FY 2007/08, and FY 2008/09 budgets, or is otherwise guaranteed by the state to remain at or above the amounts described through the term of this Agreement.

If either state or federal participation levels are reduced or either the state or federal sharing formulas are modified in a manner to increase County costs wages will be reduced by an amount necessary to keep the total cost to the Public Authority the same.

Benefits: To be eligible for health coverage the provider must work 65 hours for two consecutive months, and continue to work 65 hours each month thereafter.

The number of providers receiving health coverage is currently 400. The agreement provides for increasing the number of providers covered as follows:

- January 1, 2007 The Public Authority will provide employee-only health coverage for a maximum of 480 providers.
- January 1, 2008 The Public Authority will provide employee-only health coverage for a maximum of 505 providers.
- January 1, 2009 The Public Authority will provide employee-only health coverage for a maximum of 530 providers.

Protective Equipment and Supplies:

Beginning on January 1, 2007 the Public Authority shall budget \$2,000 annually; \$6,000 during the 3-year term of the MOU to provide, at no cost to providers, exam gloves, disinfectant wipes, masks and hand sanitizers (on an as-needed basis) to be used on behalf of IHSS recipients. The County's share of these costs would be (\$1,050 over the three-year contract.)

Payroll Process for IHSS Providers:

The Public Authority supports the Union's efforts to encourage the State of California to implement a system of regular pay periods, to expedite the processing of corrections to inaccurate payroll checks and to replace lost payroll checks.

Direct Deposit for IHSS Providers:

The Public Authority supports the Union's efforts in contacting the State of California Controller to facilitate the introduction of direct deposit by the state. If the state agrees to implement the service of providing paychecks via direct deposit, providers shall then have this option available, so long as there is no additional cost to the Public Authority or to the County.

Miscellaneous: The MOU includes various miscellaneous provisions such as Recognition, Non-Discrimination, Management Rights, Full Understanding, Severability, No-Strike and No-Lockout Clauses.

It is expected that implementation of the Memorandum of Understanding will help increase the number of IHSS providers and increase the retention rate of IHSS providers. In addition, staff believes that increasing IHSS provider wages and expanding health insurance coverage to more providers will directly benefit IHSS recipients (i.e., Consumers), including:

- Helping them recruit, hire and retain qualified IHSS providers;
- Significantly reducing the wait-time between a recipients identifying the need for a provider and finding a provider;
- Enhancing their ability to remain independent and safe in their homes; and,
- Reducing unnecessary or premature institutionalizations.

FISCAL IMPACT:

This agreement will increase the County share of cost for the three-year period by an estimated \$719,777, depending on future caseload levels, which are expected to increase by an estimated 12% annually, and any changes in federal and state cost sharing formulas. This increase includes the County share of wages (\$674,079), benefits (\$44,648), and protective equipment (\$1,050) over the three-year period. See attached chart for a detailed breakdown of these increases. The funds to cover the terms of the Memorandum of Understanding for this fiscal year have been set aside and will be transferred to the Health and Human Services IHSS Fund through an upcoming Budget Revision.

Attachments: IHSS Public Authority Negotiations Summary Tentative Agreement 12/4/06
Memorandum of Understanding

cc: Richard Burton, Director of Health & Human Services
Eldon Luce, Public Authority Manager
Valerie Flood, Senior Deputy County Counsel

**IHSS PUBLIC AUTHORITY NEGOTIATIONS SUMMARY
TENTATIVE AGREEMENT - 12/4/06**

<u>Tentative Agreement</u>	<u>Percentage Increase</u>	<u>Total/County Cost</u>
<p align="center"><u>Wages</u></p> <p>Effective January 1, 2007, increase to \$9.00/hr.</p> <p>Effective January 1, 2008, increase to \$9.50/hr.</p> <p>Effective January 1, 2009, increase to \$10.00/hr.</p>	<p>.50 cent/hr. increase / 5.29% increase</p> <p>.50 cent/hr. increase / 5.00% increase</p> <p>.50 cent/hr. increase / 4.74% increase</p>	<p>Total cost of wage increase: \$1,039,007 County cost of wage increase: \$200,009</p> <p>Total cost of wage increase: \$1,158,763 County cost of wage increase: \$223,062</p> <p>Total cost of wage increase: \$1,303,937 County cost of wage increase: \$251,008</p> <p>*Wage costs includes 10% payroll tax</p> <p>Three-year total County cost increase \$674,079 (17.41% increase)</p>
<p align="center"><u>Health Coverage</u></p> <p>Effective January 1, 2007, the number of providers eligible for coverage will increase from 400 to 480.</p> <p>Effective January 1, 2008, an additional 25 providers will be eligible for coverage for a total of 505.</p> <p>Effective January 1, 2009, an additional 25 providers will be eligible for coverage for a total of 530.</p> <p>*This will eliminate the current waiting list for coverage and will provide for anticipated growth.</p>	<p>.08 cents/hr. increase/ .9% increase</p> <p>.025 cents/hr. increase/.3% increase</p> <p>.025 cents/hr. increase/.3% increase</p>	<p>Total Cost Increase: \$157,008/year. County Cost Increase: \$27,476/year.</p> <p>Total Cost Increase: \$49,065 County Cost Increase: \$8,586</p> <p>Total Cost Increase: \$49,065 County Cost Increase: \$8,586</p>

Other Tentative Agreements

Union Proposal to IHSS Public Authority	Public Authority Response	Resolution
<ul style="list-style-type: none"> ▪ Term: 3-Years (1/07- 12/09) Current contract expires December 31, 2006. 	<p>Tentative Agreement</p>	<p>Tentative Agreement on term of MOU.</p>
<ul style="list-style-type: none"> ▪ Payroll Process: The parties agree to work together to improve provider payroll process. 	<p><u>Counter proposal</u> with language more acceptable to the Public Authority.</p>	<p>Tentative Agreement on counter proposal.</p>
<ul style="list-style-type: none"> ▪ Direct Deposit: The parties agree to work collaboratively to facilitate the introduction of direct deposit. 	<p><u>Counter proposal</u> with language more acceptable to the Public Authority.</p>	<p>Tentative Agreement on counter proposal.</p>
<ul style="list-style-type: none"> ▪ Health and Safety: Public Authority shall provide, at no cost to Providers, exam gloves, disinfectant wipes, masks and hand sanitizers on an as needed basis to be used on behalf of clients. 	<p><u>Counter proposal</u> that Public Authority provide \$2,000 annually for protective equipment. The annual county cost would be \$350.</p>	<p>Tentative Agreement on counter proposal.</p>
<ul style="list-style-type: none"> ▪ Labor-Management Committee: The parties shall establish a Labor-Management Relations Committee. 	<p>Non-supportive with justification.</p>	<p>Union withdrew proposal.</p>
<ul style="list-style-type: none"> ▪ Training: Public Authority shall pay \$250 to each provider who is or becomes certified to perform CPR. 	<p>Non-supportive with justification.</p>	<p>Union withdrew proposal.</p>
<ul style="list-style-type: none"> ▪ Respite: The parties shall work together to create a mechanism for respite care services. 	<p>Non-supportive with justification.</p>	<p>Union withdrew proposal.</p>

Summary of Costs for Tentative Agreements on Wages and Health Benefits

Public Authority Tentative Agreement	FY 2007-08	FY 2008-09	FY 2009-10
Wage	\$9.00 per hr. / 5.29 %	\$9.50 per hr. / 5.00 %	\$10.00 per hr. / 4.74 %
Payroll Taxes	.59%	.56%	.53%
Health	.9 %	.3 %	.3 %
Total County Cost Increase/ Percent Increase	\$227,485 5.98 %	\$231,678 5.86 %	\$259,594 5.57 %
Total County Cost for IHSS Program (17.5%)	\$3,600,159	\$3,800,168	\$4,000,177
California State Minimum Wage	\$7.50 per hr. / 11.1%	\$8.00 per hr. / 6.6%	unknown



**PLACER COUNTY
IN-HOME SUPPORTIVE SERVICES
PUBLIC AUTHORITY**
11533 C Avenue, Auburn, CA 95603
(530) 886-3680

January 23, 2007

Rolonda Moen
Adult Programs Branch
California Department of Social Services
8745 Folsom Boulevard
Sacramento, CA 95826

RE: Memorandum of Understanding (MOU) between the Placer County In-Home Supportive Services (IHSS) Public Authority and United Domestic Workers of America.

This letter is to confirm that the Placer County Board of Supervisors, acting as the IHSS Public Authority, has taken action to approve an MOU with United Domestic Workers of America.

The term of the MOU is from January 1, 2007 through December 31, 2009.

The wage and benefits provisions of the MOU are as follows:

Wages:	January 1, 2007	\$9.00 per hour
	January 1, 2008	\$9.50 per hour
	January 1, 2009	\$10.00 per hour
Benefits:	January 1, 2007	The Public Authority will provide employee-only health coverage for a maximum of 480 providers.
	January 1, 2008	The Public Authority will provide employee-only health coverage for a maximum of 505 providers.
	January 1, 2009	The Public Authority will provide employee-only health coverage for a maximum of 530 providers.

Please accept this letter as confirmation that the Placer County IHSS Public Authority has approved the above referenced MOU with United Domestic Workers of America. A fully executed copy of the MOU will be forwarded to you within the next month.

If your staff needs any additional information or clarification, please contact Eldon Luce, Public Authority Manager at (530) 886-3686.

Sincerely,

Bruce Kranz, Chairman
Placer County IHSS Public Authority

MEMORANDUM OF UNDERSTANDING

BETWEEN

**PLACER COUNTY IN-HOME SUPPORTIVE SERVICES
PUBLIC AUTHORITY**

AND

UNITED DOMESTIC WORKERS OF AMERICA

January 1, 2007 through and including December 31, 2009

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INTRODUCTION

This agreement formalizes the unique employer-employee relationship defined in law between the Placer County In-Home Supportive Services (IHSS) Public Authority (Public Authority) and the United Domestic Workers of America, NUHHCF, AFSCME, AFL-CIO (Union). It is understood that IHSS Independent Providers are not Placer County employees and that the Public Authority does not employ or manage the IHSS Independent Provider workforce in the role of a traditional employer. The Union and the Public Authority commit themselves in this Memorandum of Understanding (MOU) to some goals that not only benefit this workforce but also are intended to benefit consumers of IHSS services.

The Public Authority and the Union recognize that, due to the nature of the relationship between them and the role of that relationship in the IHSS program, the implementation of various provisions of this MOU will require the assistance and cooperation of agencies that are not party to this Memorandum of Understanding. The 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 MOU.

This MOU is entered into pursuant to the authority contained in Placer County Ordinance No. 5195-B as amended by Ordinance No. 5214B and has been jointly prepared by the parties.

SECTION 1 RECOGNITION

1.1 Recognition

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

SECTION 2 NON-DISCRIMINATION

2.1 Non-Discrimination

The Public Authority and the Union shall not discriminate in the interpretation, application or enforcement of the express terms of this Agreement because of an individual's gender, race, creed, color, national origin, sexual orientation, age, or disability.

2.2 Union Activities

The Public Authority and the Union shall not discriminate against any Provider covered by this agreement for his or her participation or non-participation in Union activities or the exercise of his or her rights under this agreement.

**SECTION 3
CONSUMER RIGHTS**

3.1 Consumer Rights

- A. The parties reaffirm that under the statute and ordinance establishing the Public Authority, IHSS Consumers have the sole and undisputed right to:
1. Hire Providers of their choice;
 2. Fire Providers from their service, at will;
 3. Determine who may and may not enter their home; and,
 4. 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 knowingly disclose personal information obtained, from whatever source, pertaining to consumers, unless disclosure is compelled by legal process or otherwise authorized by law. If consumer information is disclosed pursuant to this section, the consumer and the Public Authority shall be notified of such release or disclosure immediately upon the party disclosing such information becoming aware of the disclosure.

3.3 Right To Privacy

The Union shall have no contact with 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. 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

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

**SECTION 5
UNION RIGHTS/RESPONSIBILITIES**

5.1. Lists And Information

- A. The IHSS Public Authority shall, on a monthly basis, provide to the Union a list of all current Providers, including name, address, telephone number, social security number, authorized hours and hours worked, if available. The list shall be provided on diskette or via electronic mail in an agreed upon format.

The parties have agreed that social security numbers will be provided to the Union. The Union relies upon social security numbers to distinguish between Providers who share the same name and to accurately sort information where Providers receive multiple checks. The Union also is required to submit social security numbers to the State Controller's Office for the processing of labor related payroll deductions.

- B. The Union shall defend, indemnify, and hold harmless the Public Authority and its respective boards, directors, officers and employees from any and all claims, demands, suits or any other action alleging that the Union has misused or inappropriately disclosed Provider information obtained from the Public Authority.

5.2. Bulletin Board Space

The Public Authority will provide bulletin board space in each of its offices for use by the Union, provided the communications displayed have to do with official union business. 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 in writing.

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 of the Union's official representatives, including stewards. The Union shall notify the Public Authority Manager of any changes to the List. The official representatives and stewards shall not be recognized by the IHSS Public Authority until such list or changes are provided to the Public Authority Manager.

5.4 New Provider Orientations

- A. The IHSS Public Authority shall provide reasonable notice to the Union of scheduled new provider group orientations. The IHSS Public Authority shall provide an opportunity for Union representatives to make presentations at such gatherings.

- B. Nothing in this Section is intended to abrogate the IHSS Public Authority's right to provide orientations on a drop-in basis. The IHSS 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 IHSS Public Authority available at Union events provided the materials have to do with official Public Authority business and are respectful of the Union and IHSS providers. The Union and the Public Authority reserve the right to refuse to distribute material provided in violation of this Section.

5.5 Union Membership And Fair Share/Agency Shop

- A. 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.
- B. All 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 that the employee 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 employee from among the following charities:
 - (1) Placer Independent Resource Services (PIRS)
11768 Atwood Rd., Suite 29, Auburn, CA 95603
 - (2) Advocacy Resources & Choices (ARC)
150 Harrison St., Auburn, CA 95603
 - (3) Placer County Meals on Wheels, Senior Nutrition Program
11566 D Avenue, Auburn, CA 95603
 4. The Union shall provide the Public Authority Manager with 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 an employee to invoke the said procedure within one month after actual notice

shall be a waiver by the employee 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 employees in the unit within sixty (60) days after the end of the fiscal year.
- 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 State's Case Management Payrolling System (CMIPS), the Office of the State Controller (OSC) and 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. When a provider is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. All required deductions have priority over Union dues and agency shop fees.
- E. The IHSS Public Authority and the Union will cooperate in the implementation and subsequent administration of this section.
- F. The IHSS Public Authority shall provide the above information concerning the fair share provisions, including the fair share/union membership form, to all new IHSS providers who become covered by this MOU after the effective date of the MOU.
- G. The Union shall defend, indemnify and hold harmless the IHSS Public Authority, its officers and employees, from any claims, demands, suits, or any other action, from any parties other than the Union, arising from the Fair Share agreement and/or other Union-related deductions from providers' paychecks.

5.6 Payroll Process

The Union and the Public Authority recognize that the payroll process is administered by the State of California, and not by the County of Placer or the Public Authority. The Public Authority supports the Union's efforts to encourage the State of California to implement a system of regular pay periods, to expedite the processing of corrections to inaccurate payroll checks and to replace lost payroll checks.

The parties understand the importance of timely paychecks. In order to achieve that it shall be the responsibility of the Provider to complete their time sheets correctly, and to accurately record hours worked, and to submit them on the dates timesheets are due.

5.7 Direct Deposit

The Public Authority and the Union agree that the direct deposit of Provider paychecks to the financial institution of the Provider's choice on a voluntary basis is in the best interest of the Provider, the Public Authority and the Union. The Public Authority supports the Union's efforts in contacting the State of California Controller to facilitate the introduction of direct deposit by the State. If the State agrees to implement the service of providing paychecks via direct deposit, Providers shall then have this option available, so long as there is no additional cost to the Public Authority or to the county.

SECTION 6 WAGES

6.1 Wages

- A. The wages for all represented IHSS Providers shall be set at \$9.00 per hour, effective January 1, 2007 or as soon as administratively possible following the final adoption of the MOU by the Public Authority Governing Board. Effective January 1, 2008 the wages of all represented IHSS Providers shall be increased from \$9.00 per hour to \$9.50 per hour. Effective January 1, 2009 the wages for all represented IHSS Providers shall be increased from \$9.50 per hour to \$10.00 per hour.
- B. The actual effective date of each of the wage increases described in Sections 6.1. A is contingent upon processing and administrative approval by the state.

6.2 Wage Contingency

- A. The wage level described in Section 6.1.A. shall be provided only if the state participation level for wages is either included in the State's 2007/08 and 2008/09 budgets or, is otherwise guaranteed by the state to remain at or above the amounts described above, through the term of this Agreement.
- B. 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 Placer County Public Authority to maintain the wage levels described in this MOU wages 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. It is expressly understood that the implementation of this Section could result in a wage level that is below the wage described in Section 6.1.A. of this Agreement.
- C. If, during the term of this Agreement, 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 Placer County Public Authority to maintain the wage levels described in this MOU or would provide additional funds at no additional cost to

the County that could be used for program enhancements, the parties shall re-open negotiations regarding the issue of wages only.

- D. 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 any adjustments made pursuant to the various provisions of Section 6.2.

SECTION 7 BENEFITS

7.1 Health, Dental and Vision Care Program

The Public Authority shall provide contributions toward the cost of health, dental and vision insurance on behalf of eligible Providers subject to the following:

- A. The Public Authority shall contract with Insurance Carrier to provide health, dental and vision care insurance to eligible Providers.
- B. The Public Authority shall contribute a maximum of \$163.55 per month for employee-only coverage on behalf of each eligible Provider, as defined in paragraph C below, who enrolls in the above-described health, dental and vision care insurance program.

The Authority shall make health, dental and vision care insurance contributions on behalf of a maximum of 480 Providers. Effective January 1, 2008, the maximum number of eligible Providers shall increase to 505. Effective January 1, 2009, the maximum number of eligible Providers shall increase to 530.

- C. Providers who have worked a minimum of 65 hours for two consecutive months shall be eligible for health, dental and vision care insurance contributions pursuant to this Section, on a first-to-enroll 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, as indicated above, for two (2) consecutive months, his/her health insurance contributions shall be stopped, effective the first of the following month.
 - 2. Such employee shall not be eligible to reenroll in the health, dental and vision care insurance program until he/she reestablishes eligibility by working 65 or more hours for two consecutive months. Following the reestablishment of eligibility, current enrollment and wait list procedures shall apply.

7.2 Processing And Payment Of Insurance Premiums

The payment of insurance premiums shall be processed as follows:

- A. The Authority will forward the full amount of the Public Authority share of insurance premiums to the Insurance Carrier each month of this Agreement.

7.3 Benefit Contingency/Future Contributions

- 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 Public Authority to maintain the benefit levels described in this MOU, benefits will be reduced by an amount necessary to keep the total cost exposure to the Public Authority the same as such cost exposure 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, Public Authority and Union representatives will meet to receive Union input regarding the various options available for the accomplishment of the required reductions. In no case shall the Public Authority be required to increase its contribution toward the affected benefits as the result of such input.
 - 2. If the Public Authority agrees to temporarily delay the implementation of appropriate adjustments during or because of any discussions taking place under subparagraph B.1., the final adjustments adopted by the Public Authority shall be, unless otherwise waived by the Public Authority, 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.
- C. 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

- A. It is recognized that one of the Public Authority's primary missions is provide registry services to facilitate the referral of providers for recipients to consider for hiring. The operation of the Registry will be conducted in such a way as to respect the rights and needs of both Consumers and Providers.
- B. The IHSS Public Authority retains the exclusive right to recruit, screen, list, refer with or without comment, suspend, or remove an individual provider from the Registry. The Public Authority will adopt written uniform procedures regarding the operation of the Registry and shall make a copy of the most current version of these procedures available to all Providers who apply to the Registry and to the Union.
- C. The Public Authority and the Union agree to meet regarding those Registry matters, if any, that impact the terms and conditions of employment which are controlled by the Public Authority.

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 TRAINING

9.1 Training

Consistent with California Welfare and Institutions Code Section 12301.6, the IHSS Public Authority shall provide for the training for homecare Providers. The Public Authority will develop and implement a training plan with input from the Union and shall work to identify training opportunities including, but not limited to, CPR and First Aid training for bargaining unit members. Although the IHSS Public Authority may, from time to time, choose to offer training programs directly to Providers, nothing in this Section shall be interpreted to obligate the Public Authority to do so.

**SECTION 10
GRIEVANCE PROCEDURE**

10.1 Definition and Procedural Steps

- A. 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 Consumer shall be final, the interpretation or application of those provisions not being subject to the grievance procedure. The Union may represent the grievant at any stage of the process.
- B. 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. 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.
- C. Grievances must be filed within thirty (30) days of the incident or occurrence giving rise to the grievance and shall be processed in the following manner:
- D. Step 1 (Public Authority Manager): A Provider, a group of Providers or the Union may submit a grievance, as defined in paragraph A above, to the Public Authority Manager. A grievance, which shall be submitted in writing on the form provided by the Public Authority, must state which provision of the Agreement alleged to have been violated, and the remedy sought, if any.
1. The Public Authority Manager or designee shall have twenty (20) days in which to respond to the grievance in writing. If the Union requests a meeting with the Public Authority Manager or designee, such a meeting will be held. If a meeting is held, the written response shall be twenty (20) days following the meeting.
- E. Step 2 (Mediation): If the grievance is not resolved at Step 2, either the Union or the Public Authority may, within twenty (20) days of receipt of the written Step 1 response, file written notification with the other party that the grievance is being advanced to Step 2, Mediation. Within twenty (20) days of the request for mediation, the parties shall mutually agree to a Mediator.
1. In the event the parties are unable to agree on a mediator within the twenty (20) days, the parties shall request that the State Mediation and Conciliation Service assign a mediator to assist with the processing of the grievance.
 2. The fees and expenses of the mediator, if any, shall be shared equally by the Union and the Public Authority.

3. 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.
- F. Step 3 (Personnel Director): If the grievance is not resolved at Step 2, either the Union or the Public Authority may, within twenty (20) days of the conclusion of mediation, file written notification with the other party that the grievance is being advanced to Step 3, the Personnel Director, pursuant to the terms of the Interagency Agreement between the County of Placer and the Public Authority.
1. The Personnel Director or designee shall have twenty (20) days in which to respond to the grievance in writing. If the Union requests a meeting with the Personnel Director or designee, such meeting will be held. If a meeting is held, the written response shall be twenty (20) days following the meeting.
 2. The decision of the Personnel Director or designee shall be the final administrative remedy. Nothing in this MOU shall preclude either party to the grievance the right to take legal action.

10.2 Time Limits

- A. 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 fail 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.
- B. 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.

SECTION 11 NO STRIKES - NO LOCKOUTS

11.1 No Strikes

During the term of this MOU and for six months after its term has ended, 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.

11.2 No Lockouts

During the term of this Memorandum of Understanding and for six months after its term has ended, the IHSS Public Authority agrees not to lockout or prevent IHSS Providers who are covered by this MOU from working and being paid for their work. 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 client(s), subject only to the limitations imposed by the number of the client's authorized hours.

SECTION 12 FULL UNDERSTANDING - SAVINGS CLAUSE - TERM

12.1 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.

12.2 Savings Clause

Should any section, clause or provision of this Agreement be declared illegal, unlawful or unenforceable by any change in state law or regulation or by final judgment or order 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. 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.

12.3 Term

This Agreement shall become effective January 1, 2007 and shall terminate on December 31, 2009.

12.4 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 workers is either eliminated or made optional to the counties, then the parties will reopen negotiations for the exclusive purpose of commencing the meet and confer process and to bargain in good faith on the issue of continuing or discontinuing the employer of record within Placer County and this MOU.

**SECTION 13
HEALTH AND SAFETY**

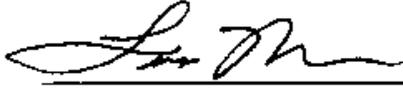
13.1 Protective Equipment and Supplies

On the effective date of this MOU, the Public Authority shall provide, at no cost to Providers, exam gloves, disinfectant wipes, masks and hand sanitizers on an as-needed basis to be used on behalf of clients. Providers requesting protective equipment and supplies on behalf of an authorized client will submit a written request to the Public Authority, signed by the client. The Public Authority shall budget \$2,000 annually during the term of this MOU for protective equipment and supplies. Nothing in this section will be construed to limit or interfere with the client's right to establish conditions of a Provider's employment. These supplies will be available at the Public Authority Office.

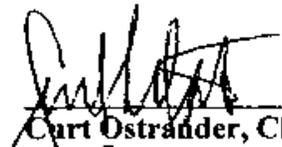
SIGNATURES

This Memorandum of Understanding is made and entered into on this ___ day of January, 2007.

For The Union:



Flora Walker, UDW Administrator



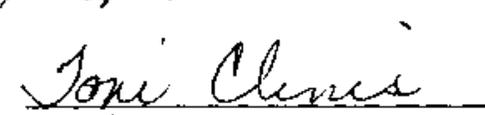
Curt Ostrander, Chief Negotiator



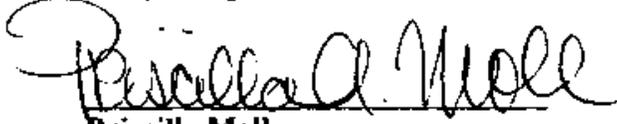
**Seth Francois
Bargaining Team Member**



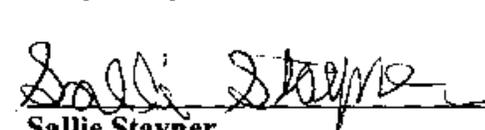
**Jay Butler
Bargaining Team Member**



**Toni Clines
Bargaining Team Member**



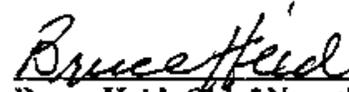
**Priscilla Moll
Bargaining Team Member**



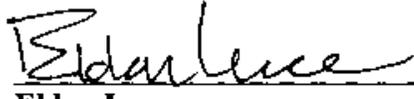
**Sallie Stayner
Bargaining Team Member**

For The Public Authority:

IHSS Public Authority Chairman



Bruce Heid, Chief Negotiator



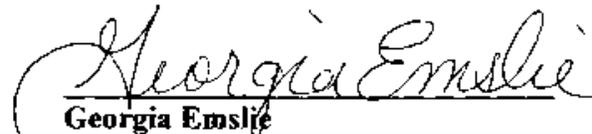
**Eldon Luce
Bargaining Team Member**



**Rich Colwell
Bargaining Team Member**



**Bekki Riggan
Bargaining Team Member**



**Georgia Emslie
Bargaining Team Member**