



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

TO: In-Home Supportive Services (IHSS) Public Authority Board
FROM: Eldon Luce, IHSS Public Authority Manager
DATE: February 23, 2010
SUBJECT: Memorandum of Understanding with United Domestic Workers of America and the Placer County 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 IHSS Public Authority

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 1,944 residents receive services from 1,907 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, terminating and supervising the care provider. Although the state requires that counties administer the IHSS program, the State also limits the County's financial responsibility to approximately 17.5% of the total program cost.

The five (5) members of the Placer County Board of Supervisors serve as the County's IHSS Public Authority. The IHSS Public Authority is mandated by the State to be the employer of record for purposes of labor negotiations to determine IHSS Independent Provider wages, benefits and other terms and conditions of employment. The Independent Providers are entitled to all of the rights conferred 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 October 13, 2009, and have reached agreement on the attached two-year Memorandum of Understanding (MOU). The MOU is subject to the approval of your Authority and the represented employees. The final tally of votes by the represented employees on the MOU was conducted on February 8, 2010. Of the total ballots returned by eligible voters in the bargaining unit, 98.7% 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 modified in any manner, provider wages will be reduced by an amount that would keep the total cost to Public Authority flat or reduced proportionately.

Major Elements of the Memorandum of Understanding

- **Term:** The term of the agreement runs from January 1, 2010 through December 31, 2011 (2 years)
- **Wages:** The current wage is \$10.00 per hour. The agreement maintains this wage level over the two years of the Agreement.
- **Wage Contingency:** The wage level will only be maintained if the state participation level for these wages is included in the state's FY 2009/10 and FY 2010/11 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 sharing formulas modified, the Public Authority's rate will be reduced proportionately. At no time during the term of this agreement will the Public Authority pay more than the current share of the wage.

- **Benefits:** A Union Health Care Trust Fund (TRUST) will be established for the sole purpose of providing health benefit programs to eligible individual providers covered under the Agreement. The United Domestic Workers of America is solely responsible for the provision of health benefits and administration of the Trust. The Public Authority has no responsibility for administering health benefits.

The Public Authority will fund the TRUST up to a maximum of \$1,100,400 annually (effective upon transfer of the benefit plan to the Trust) for the term of this agreement, payable in monthly installments. In no event shall there be any obligation to provide any funding beyond the maximum of \$1,100,400 (determined from the actual cost of 2009 health benefits paid by Placer County IHSS Public Authority for eligible Providers increased by 11.6 percent).

The Public Authority's contribution towards the TRUST for health benefits shall continue only to the extent that state funding equals or exceeds that currently authorized in the Welfare and Institutions Code. The Public Authority shall not be obligated to provide money to the TRUST for health, benefit contributions to the extent that the State contribution is reduced or eliminated for any reason.

- **Labor Management Committee:** The MOU includes the creation of a Labor Management Committee that will discuss matters of mutual interest relating to the IHSS.

program. The Committee shall not engage in negotiations nor consider matters properly the subject of a grievance. The Committee shall convene no less than semi-annually.

- **AFSCMA Local 3930:** All references to NUHHCE in the Agreement have been replaced with AFSCMA Local 3930. UDW is no longer affiliated with NUHHCE.

FISCAL IMPACT:

This agreement will increase the County costs for the two-year period by an estimated \$40,110 (\$20,055 annually), depending on future caseload levels, which are expected to increase by an estimated 6% annually, and any changes in federal and state cost sharing formulas. This increase includes the County share of wages (\$9,842,622) and benefits (\$2,200,800) over the two-year period. The funds to cover the terms of the Memorandum of Understanding for this fiscal year have been set aside and have been transferred to the Health and Human Services IHSS Fund through the January 12, 2010 Budget Revision.

Attachments: IHSS Memorandum of Understanding (6 Originals for Signature)

cc Richard Burton, Director of Health & Human Services
Gerald Carden, Chief Deputy County Counsel
Therese Leonard, Principal Management Analyst



MEMORANDUM OF UNDERSTANDING

BETWEEN

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

AND

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



January 1, 2010 through December 31, 2011

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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, AFSCME Local 3930, 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 Terminate 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 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) 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 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.
- 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 Effective January 1, 2009 the wages for all represented IHSS Providers shall be increased from \$9.50 per hour to \$10.00 per hour. Wages shall remain at \$10.00 per hour, subject to modification as described in 6.2, Wage Contingency.

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 2009/10 and 2010/11 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 percentage to the Public Authority no more than the percentage that existed on the day prior to the effective date of such reduction or modification, but in no event shall the hourly wage exceed the maximum wage rate for which State participation is provided. 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 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 benefit enhancements, the parties shall re-open negotiations regarding the issue of wages and benefits 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 Union Health Care Trust Fund

The Public Authority agrees in the concept of a Union Health Care Trust Fund (TRUST) for the sole purpose of providing health benefit programs to eligible individual Providers covered under the MOU. The Union shall operate the TRUST and health care related benefit programs in accordance with all applicable Federal and / or State laws. Funds in the TRUST shall not be commingled with Union funds and will be used to provide health benefits programs to eligible providers of the Placer County IHSS Public Authority.

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

The TRUST shall be funded up to a maximum of \$1,100,400 annually (effective upon transfer of the benefit plan to the Trust) for the term of this agreement, payable in monthly installments. This amount shall be pro-rated from the date the plan is effective. In no event shall there be any obligation to provide any funding beyond the maximum of \$1,100,400 (determined from the actual cost of 2009 health benefits paid by Placer County IHSS Public Authority for eligible Providers increased by 11.6 percent).

The Public Authority's contribution towards the TRUST for health benefits shall continue only to the extent that state funding equals or exceeds that currently authorized in the Welfare and Institutions Code. The Public Authority shall not be obligated to provide money to the TRUST for health benefit contributions should the State contribution be reduced or eliminated for any reason. If such an event occurs, the terms and conditions as noted under Section 6 Wages will apply and the maximum annual amount and monthly installments shall be adjusted accordingly.

It is recognized and agreed that the County is not a party to the TRUST and is under no obligation to increase appropriations.

7.2 Trust Fund Reports

Quarterly, or upon written request, the AFSCME Local 3930 will provide to the County of Placer IHSS Public Authority a copy of the TRUST Fund Financial Report. The report shall include the 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 the first year of this Agreement, the Public Authority will be allowed to perform a full financial audit of the Union TRUST Fund at no cost to the Union.

7.3 Indemnification

The Union shall indemnify and hold the County of Placer IHSS Public Authority and the County of Placer harmless from any claims or legal actions brought under this agreement.

7.4 Termination of Payments

In the event the TRUST created to provide health benefits terminates, or otherwise fails to provide the health benefits as set forth in the TRUST agreement, the Public Authority's obligation to make funding contributions to the TRUST shall cease. The AFSCME Local 3930 shall notify the Public Authority in writing within three (3) calendar days of any action or proposed action to terminate the TRUST or to eliminate health benefits provided by the TRUST.

SECTION 8 REGISTRY

8.1 Registry Services

- A It is recognized that one of the Public Authority's primary missions is to provide registry services to facilitate the referral of Providers for Consumers 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 mutually agreed upon grievance form by the Union and Public Authority, provided by the Public Authority, and 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
LABOR – MANAGEMENT COMMITTEE**

11.1 Recognition

The Public Authority and the Union recognize the importance of maintaining an effective working relationship

11.2 Purpose

In order to encourage open communication, promote harmonious relations and resolve matters of mutual concern, the parties shall create a Labor-Management Committee. The purpose of the Committee is to discuss matters of mutual interest relating to the IHSS program, and to take mutually agreed upon action relating to those issues. Topics to be considered shall be agreed to by both parties, however, the Committee shall not engage in negotiations nor consider matters properly the subject of a grievance. The existence of the Labor-Management Committee shall not, in any way, substitute for or interfere with the responsibility of the parties to meet and confer in good faith.

- A. The Committee shall meet as frequently as agreed to by the parties, but shall convene no less than semi-annually.
- B. The Committee shall be composed of up to three (3) representatives appointed by the Public Authority and up to three (3) representatives appointed by the Union. Observers and guests may be invited by either party when their presence will be helpful in the resolution of specific issues.
- C. The Committee Chair shall alternate between the two parties. The Chair is responsible for preparing the mutually agreed upon agenda.
- D. Each party will be responsible for maintaining their own records of proceedings.

The Committee shall not have the authority to modify the terms and conditions of this MOU. Any changes recommended by the Committee that would have the effect of modifying provisions of this MOU shall be addressed during the next negotiations period between the parties unless the parties mutually agree to reopen the Agreement to address a specific issue.

**SECTION 12
NO STRIKES - NO LOCKOUTS**

12.1 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.

12.2 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 13 FULL UNDERSTANDING - SAVINGS CLAUSE - TERM

13.1 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.

13.2 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.

13.3 Term

This Agreement shall become effective January 1, 2010 and shall terminate on December 31, 2011.

13.4 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 14
HEALTH AND SAFETY**

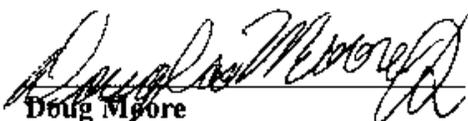
14 1 Protective Equipment and Supplies

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

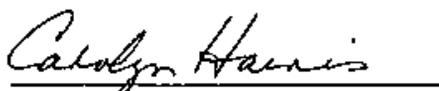
This Memorandum of Understanding is made and entered into on this ___ day of February, 2010

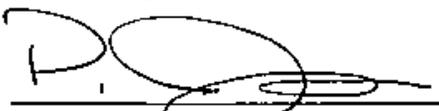
For The Union:

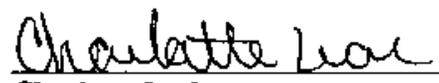

Doug Moore
Executive Director

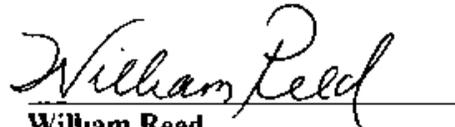

Yvonne Olivares-Maldonado
Chief Negotiator


Laura Reyes
UDWA President


Carolyn Hines
Bargaining Team Member


Pamela Jones
Bargaining Team Member

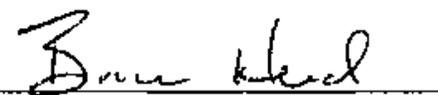

Charlotte Leal
Bargaining Team Member


William Reed
Bargaining Team Member

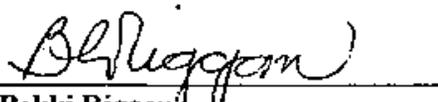

Terry Stockdale
Bargaining Team Member

For The Public Authority:

Kirk Uhler
IHSS Public Authority Chairman


Bruce Heid
Chief Negotiator


Eldon Luce
Bargaining Team Member


Bekki Riggan
Bargaining Team Member


Graham Knaus
Bargaining Team Member


Therese Leonard
Bargaining Team Member