

MEMORANDUM OF UNDERSTANDING

BETWEEN

SONOMA COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION
UNITED HEALTHCARE WORKERS WEST**

July 1, 2005 - June 30, 2006

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INTRODUCTION

This agreement formalizes the unique employer-employee relationship defined in law between the In-Home Supportive Services (IHSS) Public Authority (Public Authority) and Service Employees International Union, United Healthcare Workers West (Union). The IHSS 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 are also 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 Section 12 of the Sonoma County Board of Supervisors' Resolution 01-0679 and Sonoma County Ordinance No. 5289 and has been jointly prepared by the parties.

**SECTION I
RECOGNITION**

1.1 RECOGNITION

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

**SECTION II
NON-DISCRIMINATION**

2.1 NON-DISCRMINATION

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.

SECTION III 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 in advance and under all circumstances 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 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.

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. This section does not apply to contact with the provider when the provider and the consumer share the same residence.

**SECTION IV
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; maintain the efficiency of its operations; determine the methods, means and personnel by which its operations are to be conducted; and take all necessary actions to carry out its mission in emergencies.

SECTION V UNION RIGHTS

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, languages, authorized hours and hours worked, if available. The list shall be provided on diskette or via electronic mail in an agreed upon format.
- 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 a bulletin board in each of its offices for use by the Union, provided the communications displayed have to do with official organization business. The IHSS Public Authority reserves the right to remove any material posted in violation of this Section. If the Public Authority does remove posted material from the Union bulletin board, 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.

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. Fair Share/Agency Shop shall be implemented for the Providers in the bargaining unit only after certification of a secret ballot election by mail, conducted by the State Mediation and Conciliation Service (SMCS), in which a simple majority of those voting elect to implement a Fair Share provision. Such election shall be conducted in accordance with procedures established by the SMCS. The Fair Share election and the contract ratification shall be conducted concurrently in one mailing with two separate questions on the ballot. All Providers in the bargaining unit will be eligible to vote in the ratification and Fair Share elections.
- C. If such an election is certified, Providers who are either authorized to work or who work 15 or more hours per month 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) The Living Room
PO Box 14056
Santa Rosa, CA. 95402
707.579.2745
 - (2) Community Resources for Independence
980 Hopper Ave
Santa Rosa, CA. 95403
707.582.2745
 - (3) The Assistance Dog Institute
PO Box 2334
Rohnert Park, CA. 95427-1960
707.537.6391
 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.
- D. 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.
- E. 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. When an individual provider is authorized less than 15 hours during any month, no dues payment or agency shop fee will be withheld or due for that month. All required deductions have priority over Union dues and agency shop fees.
- F. The IHSS Public Authority and the Union will cooperate in the implementation and subsequent administration of this section.
- G. No later than 30 days after the effective date of this Agreement, the IHSS Public Authority shall mail to each worker subject to this Agreement a notice advising workers that there is a Fair Share agreement with the Union and that all workers subject to the Agreement must either join the Union, pay an agency fee to the Union or execute the above described declaration claiming a conscientious religious exemption.
- H. 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.
- I. 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, including contributions to the SEIU Committee on Political Education (COPE) Fund.

**SECTION VI
GRIEVANCE PROCEDURE**

6.1 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 (Informal): Any provider who believes that a provision of this Agreement has been violated shall discuss the complaint with the Public Authority's Manager or such representative as the Manager may designate. A decision by the Public Authority shall be issued within ten (10) days following the discussion.
- E. 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 Director of Adult and Aging Services within twenty (20) days 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.
 - 1. The Director of Adult and Aging Services or designee shall have ten (10) days in which to respond to the grievance in writing. If the Union requests a meeting with the Director of Adult and Aging Services or designee, such a meeting will be held. If a meeting is held, the written response shall be ten (10) days following the meeting.
- F. Step 3 (Mediation): If the grievance is not resolved at Step 2, either the Union or the Public Authority may, within ten (10) days 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) 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.
- G. Step 4 (Director): If the grievance is not resolved at Step 3, either the Union or the Public Authority may, within ten (10) days of the conclusion of mediation, file written notification with the other party that the grievance is being advanced to Step 4, the Director of Human Services.
1. The Director of Human Services shall have twenty (20) days in which to respond to the grievance in writing. If the Union requests a meeting with the Director of Human Services, such meeting will be held. If a meeting is held, the written response shall be twenty (20) days following the meeting.
- H. Step 5 (Arbitration) No grievance may be processed under this Section which has not first been filed and investigated in accordance with Step 4 above and filed within ten (10) working days of the written response of the Director of Human Services or designee. If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this Agreement, either the Union or the Public Authority may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the Director of Human Services. Within twenty (20) days of the request for arbitration, the parties shall mutually select an arbitrator.
1. In the event the parties are unable to agree on an arbitrator within the twenty (20) days, the parties shall solicit from the State Mediation and Conciliation Service a list of seven (7) arbitrators. If the parties are unable to mutually agree to one of the seven, the parties shall alternately strike names from the list until one (1) arbitrator's name remains, the first person to strike shall be determined by lot. If an arbitrator selected declines appointment or is otherwise unavailable, a new list shall be requested, and the selection shall be made as above, unless an arbitrator can be mutually agreed upon.
 2. The fees and expenses of the arbitrator and of the court reporter, if required, shall be shared equally by the Union and the Public Authority. Each party, however, shall bear the costs of its own presentation, including preparation and post hearing briefs, if any.

6.2 SCOPE OF ARBITRATION

- A. The arbitrator shall have no authority to add to, delete, or alter any provisions of this Agreement, nor shall the arbitrator substitute his/her discretion in any case where the Public Authority is given or retains such discretion. The arbitrator shall limit his/her decision to the application and interpretation of the provisions of this Agreement.

- B. The decision and award of the arbitrator shall be made solely upon the evidence and arguments presented to the arbitrator by the respective parties. Unless the parties agree otherwise, the arbitrator shall render the decision in writing within thirty (30) days following the close of the hearing.
- C. The decision of the arbitrator shall be binding upon the Union. To the extent that the award of the arbitrator is not in excess of \$5,000 per individual grievant, it is binding on the Public Authority. To the extent that such award exceeds \$5,000 per individual grievant, it is advisory. If within sixty (60) days of receiving notice of decision and award requiring an expenditure in excess of \$5,000 per individual grievant, final action is not taken by the Public Authority Board of Directors to implement it, then the arbitrator's decision and award shall have no force or effect whatsoever as to the amount in excess of \$5,000 per individual grievant. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Agreement.

6.3 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 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 VII
WAGES AND OTHER COMPENSATION**

7.1 WAGES

- A. Except as provided in Section 7.2 below, the wages of all represented providers shall be \$9.50 per hour.

7.2 WAGE CONTINGENCY

- A. If, during the term of this Agreement, the state participation level in wages increases to an amount that exceeds \$9.50 per hour, the parties will re-open negotiations on the earliest mutually agreeable date regarding the subject of wages only.
- B. If, during the term of this Agreement, either state or federal participation levels are reduced or, either the state or federal sharing formula is modified in any manner, relative to the baseline numbers described below, that would result in an increased cost to the County and/or the Public Authority to maintain the wage level described in this MOU, wages will be reduced by an amount necessary to keep the total cost to the County and/or the Public Authority the same as such cost existed on the day prior to the effective date of such reduction or modification.
1. The following shall serve as the baseline cost sharing ratios applicable to Section 7.2 A., of this MOU.
 - a. Throughout the term of this MOU, the state and federal governments shall share in costs of wages in the following manner:
 - 1) The state will pay 65% of the non-federal share of wage costs and the County will pay 35% of the non-federal share of wage costs.
 - 2) The federal government shall pay a minimum of 50% of the costs of wages for each Personal Care Services Program (PCSP) service hour.
- C. The Public Authority shall provide to the Union a detailed written description of any adjustments to be made pursuant to Section 7.2 B., above, at least thirty (30) days prior to the effective date of such adjustments.
1. Upon receipt of a written request from the Union to do so, the Public Authority will meet and confer regarding the impact of the above-described loss of funding, but in no case shall the Public Authority be required to increase its contribution toward wages.
 2. If, the Public Authority agrees to temporarily delay the implementation of appropriate adjustments during meet and confer, the final adjustments adopted by the Public Authority may be an amount necessary to keep the end-of-agreement costs to the Public Authority the same as those costs would have been had the appropriate adjustments been made without delay.

3. The above paragraphs notwithstanding, increases in caseload shall not be a cause for any reduction in wages.

D. If, during the term of this MOU, state or federal cost sharing ratios increase without requiring an increased county match or, the county hourly share of total wage costs decreases, the parties shall meet and confer at the soonest mutually agreeable date.

7.3 ON-CALL RELIEF

A. The Public Authority shall set aside \$25,000 per year during each full fiscal year of this Agreement to provide On-Call Relief services.

1. On-Call Relief services shall be made available through the Public Authority Registry Program.

2. The hourly rate of pay for On-Call Relief work shall be set by the Public Authority, but in no case shall the hourly rate of pay be less than the rate provided by this Agreement

7.4 TRAINING INCENTIVES

A. The Public Authority shall set aside \$5,000 per year during each full fiscal year of this Agreement to provide a Training Incentive Program.

The actual dollar amount of individual training incentives and the conditions that must be satisfied in order to qualify for such incentives are set forth in the Training Incentive Side-Letter Agreement executed simultaneously with this MOU and incorporated herein.

**SECTION VIII
BENEFITS**

8.1 HEALTH AND VISION CARE PROGRAM

- A. The Public Authority shall provide Health and Vision Insurance to eligible Providers subject to the following:
1. The Public Authority shall contract with the Service Employees International Union Employees/Employers Dental and Medical Trust Fund to provide Kaiser Health and Enhanced Vision Care Insurance to eligible Providers. Effective February 1, 2004 this contract was amended to increase the co-pay for office visits from \$10.00 to \$15.00 and to increase the co-pay for brand name prescriptions from \$10.00 to \$20.00.
 2. The Authority shall contribute \$292.61 per month for employee only coverage on behalf of each eligible Provider, as defined in paragraph 3 below, who enrolls in the above-described Kaiser Health and Vision Care Insurance Program.
 3. The Authority shall make Health and Vision Care Insurance contributions on behalf of a maximum of 639 Providers. The maximum number of Providers eligible to receive Health and Vision Care Insurance contributions shall be reduced pursuant to Section 8.4 A. 4, below.
 4. Except as provided below, effective January 1, 2005, Providers who have worked a minimum of seventy-five (75) hours for three consecutive months shall be eligible for Health and Vision Care Insurance contributions pursuant to this Section, on a first to enroll basis.
 - a. If a provider who is qualified for and receiving Health 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.

- b. Such employee shall not be eligible to reenroll in the Health and Vision Care Insurance Program for a period of six (6) months from the date that his/her coverage was stopped. Following the mandatory waiting period he/she will be required to reestablish eligibility by working seventy-five (75) or more hours for three consecutive months before contributions will be reinstated.
- c. The minimum number of hours worked for those Providers who either are receiving benefits or who have qualified for benefits and are on the wait list on December 31, 2004 shall continue to be sixty-five (65) hours worked for two consecutive months. If a Provider's benefits are interrupted for any reason or a Provider is removed from the wait list following December 31, 2004 he/she must requalify for benefits at the higher threshold.

8.2 DENTAL INSURANCE

- A. The Public Authority shall provide Dental Insurance to eligible Providers subject to the following:
 - 1. The Public Authority shall contract with Dublin Insurance to provide an optional enrollment Delta Dental Insurance Plan to eligible Providers.
 - 2. The Public Authority shall contribute \$20.14 per month for employee only coverage on behalf of each eligible Provider, as defined in paragraph 3 below, who enrolls in the above-described Dental Insurance Program.
 - 3. The Authority shall make Dental Insurance contributions on behalf of a maximum of 656 Providers. The maximum number of Providers eligible to receive Dental Insurance contributions shall be reduced pursuant to Section 8.4 A. 4, below.
- 4. Except as provided below, effective January 1, 2005, Providers who have worked a minimum of seventy-five (75) hours for three consecutive months shall be eligible for Health and Vision Care Insurance contributions pursuant to this Section, on a first to enroll basis.
 - a. If a provider who is qualified for and receiving Dental Insurance contributions fails to qualify, as indicated above, for two (2) consecutive months, his/her Dental Insurance contributions shall be stopped, effective the first to the following month.
 - b. Such employee shall not be eligible to reenroll in the Dental Insurance Program for a period of six (6) months from the date that his/her coverage was stopped. Following the mandatory waiting period he/she shall be required to reestablish eligibility by working seventy-five (75) or more hours for three consecutive months before contributions will be reinstated.

- c. The minimum number of hours worked for those Providers who either are receiving benefits or who have qualified for benefits and are on the wait list on December 31, 2004 shall continue to be sixty-five (65) hours worked for two consecutive months. If a Provider's benefits are interrupted for any reason or a Provider is removed from the wait list following December 31, 2004 he/she must requalify for benefits at the higher threshold.

8.3 CONTINUATION OF BENEFITS, WORKERS COMPENSATION LEAVE

- A. Section 8.1 A.4.b. and 8.2 A.4.b. of the MOU notwithstanding, a Provider who is eligible for and receiving Health/Vision and/or Dental benefits and, who is unable to work due to an industrial injury or an industrial illness shall be eligible to receive continued benefits for a maximum of twelve (12) pay periods for each such industrial injury. Intermittent absences related to the same industrial injury or industrial illness shall count cumulatively toward the Provider's twelve (12) pay periods of extended benefit eligibility. In order to be eligible for an extension of benefits pursuant to this Letter of Understanding, a provider must file the appropriate industrial injury/illness claim forms and the claim must have been approved by the Public Authority Workers' Compensation Claims Administrator.
- B. The terms of this Letter of Understanding shall not serve to increase the maximum number of Providers eligible for Health/Vision and/or Dental benefits pursuant to Sections 8.1 A.3. and 8.2 A.3. of the MOU.

8.4 PROCESSING AND PAYMENT OF INSURANCE PREMIUMS

- A. The payment of insurance premiums shall be processed as follows:
 - 1. The Authority will forward the full amount (Authority and Provider share) of insurance premiums to the Service Employees International Union Employees/Employers Dental and Medical Trust Fund each month of this Agreement.
 - 2. Each Provider who is receiving benefits pursuant to Section VIII shall pay his/her share of insurance premiums as follows:
 - a. Providers who are paid through the state Case Management Information and Payrolling System shall pay their share of insurance premiums on a monthly basis through payroll deduction.
 - b. Providers who are paid in advance shall pay their share of insurance premiums quarterly in advance directly to the Union.
 - c. The failure to pay premiums on a timely basis shall be cause for cancellation of insurance coverage.

3. Once each month, the Authority shall forward to the Union a listing of the Providers who have qualified for benefits and for whom payroll deductions or direct payments shall be processed. The Union shall forward the payroll deduction information to the State Controller's Office, collect individual payments and, shall forward the full amount deducted/collected to the Public Authority once each month. The specific processing procedures to be followed by the Union and the Public Authority are contained in Appendix A of this Agreement.
4. The maximum number of Providers who are eligible to receive medical/vision benefits shall be reduced from 639 to 632 and the maximum number of Providers who are eligible to receive dental benefits shall be reduced from 656 to 649 to offset the cost associated with non-collectable Provider paid premiums.
5. If, payroll deduction services become available to the Authority during the term of this Agreement, the Authority and the Union shall meet to reevaluate these processing procedures. Modifications shall be by mutual agreement only.

8.5 BENEFIT CONTINGENCY

- A. The health and vision care and dental benefit contributions provided by the Public Authority on behalf of eligible Providers pursuant to Sections 8.1 and 8.2, above, shall be contingent upon the following:
 1. If, during the term of this Agreement, either state or federal participation levels are reduced or, either the state or federal sharing formula is modified in any manner, relative to the baseline numbers described below, that would result in an increased cost to the County and/or the Public Authority to maintain the benefit levels described in this MOU, the affected benefit or benefits will be reduced by an amount necessary to keep the total cost to the County and/or the Public Authority the same as such cost existed on the day prior to the effective date of such reduction or modification.
 - (a) The following shall serve as the baseline cost sharing ratios applicable to Section 8.4 A. 1., above of this MOU.
 - 1). Throughout the term of this MOU, the state and federal governments shall share in the costs of benefits in the following manner:
 - a) The state will pay 65% of the non-federal share of benefit costs up to a monthly maximum state contribution of \$.60 per hour multiplied by the total number of all paid IHSS hours in the given month and the County will pay 35% of the non-federal share of benefit costs.
 - b) The federal government shall pay a minimum of 50% of the costs of benefits for each paid Personal Care Services Program (PCSP) service hour.

2. If, during the term of this Agreement, either the state or federal governments take action that would have the affect of reducing the number of paid IHSS hours within Sonoma County such as, but not limited to, the elimination of the Residual Program, then health and vision care and dental benefits will be reduced by an amount necessary to keep the total cost to the County and/or the Public Authority the same as such cost existed on the day prior to the effective date of such action.
3. The Public Authority shall provide to the Union a detailed written description of any adjustments to be made pursuant to Section 8.4 A. 1 and 2, above at least thirty (30) days prior to the effective date of such adjustments.
 - (a) Upon receipt of a written request from the Union to do so, the Public Authority will meet and confer regarding the impact of the above-described loss of funding, but in no case shall the Public Authority be required to increase its contribution toward the affected benefit or benefits.
 - (b) If, the Public Authority agrees to temporarily delay the implementation of appropriate adjustments during meet and confer, the final adjustments adopted by the Public Authority may be an amount necessary to keep the end-of-agreement costs to the Public Authority the same as those costs would have been had the appropriate adjustments been made without delay.
 - (c) The above paragraphs not withstanding, increases in caseload shall not be a cause for any reduction in benefit levels.

8.6 FUTURE CONTRIBUTIONS

- A.** Once the Health and Vision Care and the Dental Program premiums have been announced for the 2006 Plan Year, the Union and the Public Authority will re-open negotiations for the sole purpose of determining both the benefits and the benefit contributions to be provided pursuant to Article 8 of this Agreement. The Union and the Public Authority agree further that they will attempt to conclude these negotiations prior to January 1, 2006.
- B.** If, during the term of this MOU, state or federal cost sharing ratios increase without requiring an increased county match and without coming at the expense of another county program or budget item or, the county hourly share of total benefit costs decreases, the parties shall meet and confer at the soonest mutually agreeable date.

In the event that the State of California makes additional funding available for the payment of health benefit premiums, the Union and the Public Authority shall meet and confer to distribute the additional funds among the above described health and vision and dental insurance plans.

SECTION IX REGISTRY

9.1 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. Registry services will include an on-call relief service to provide emergency relief and to provide short-term temporary respite replacement for Providers.
- C. The Public Authority and the Union agree to meet and confer regarding those Registry matters, if any, that impact the terms and conditions of employment which are controlled by the Public Authority.

9.2 REMOVAL FROM THE REGISTRY

- A. The IHSS Public Authority retains the exclusive right to list, refer with or without comment, suspend, or remove an individual provider from the Registry.
- B. The IHSS Public Authority will give written notice to any individual Provider of any adverse decision affecting the Provider. Such notice shall inform the affected Provider of his/her right to file an appeal pursuant to paragraph C, below, his/her right to union representation and the union telephone number. A copy of the written notice will be sent to the Union. The Public Authority also shall forward to the Provider a copy of all materials that were relied upon by the Public Authority when making its decision.
- C. Either the Union or the Provider may file a written appeal for such adverse decision to the Public Authority Manager within fifteen (15) days after notice of the decision.
- D. The Union may appeal through Step 2 of the grievance procedure of the MOU. The Step 2 decision will be final and binding. The Union shall not have the right to refer the matter to binding arbitration.

9.3 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 III of this Agreement.

**SECTION X
LABOR-MANAGEMENT COMMITTEE**

10.1 LABOR-MANAGEMENT COMMITTEE

- A. 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:
 - 1. The committee will meet as mutually agreed by the parties.
- B. The role of the Committee will be advisory in nature. The Committee will have no authority to delete from, add to or modify this MOU. Committee meetings will not serve as a substitute for nor will they satisfy the parties' mutual obligation to meet and confer in good faith regarding matters within the scope of bargaining.
- C. The Labor-Management Committee will be composed of up to four (4) representatives appointed by the IHSS Public Authority and up to four (4) representatives appointed by the Union. The IHSS Public Authority Manager will be one of the Committee members. At least one of the Union representatives will be a Union official.
- D. During the 2002 calendar year, the IHSS Public Authority will pay \$35 per half-day meeting attended to Provider Committee members who work two hundred (200) hours or more in the month in which the meeting is held. The Labor-Management Committee will discuss whether to continue payment for committee attendance in subsequent years.
- E. The Labor-Management Committee will adopt the Interest Based Approach as its decision-making model and may adopt ground rules and other mutually agreeable procedures in support of Interest Based decision-making.

10.2 TOPICS

- A. The topics for such meetings may include but are not limited to the following:
 - 1. Mutual Respect. All workers and administrators involved in the IHSS program, regardless of position, profession, or rank, should be treated with courtesy, dignity and respect.
 - 2. Payroll. Timely and accurate IHSS payroll is essential to the efficient management of the IHSS program. The Union and the IHSS Public Authority recognize that the IHSS Public Authority cannot be held accountable for delays caused by agencies outside its control.
 - 3. Health and Safety. The Union and the IHSS Public Authority are committed to protecting the health and safety of Providers and Consumers.
 - 4. Training. Working together to develop training programs will improve the training and make it more relevant to Providers and Consumers.

5. Communication. Many problems can be prevented or solved by improved communications.
6. Cooperation. The Union and the IHSS Public Authority are committed to improvements to the IHSS program for both Consumers and Providers. Areas of cooperation may include advocacy for state and federal long-term care program improvements.

**SECTION XI
HEALTH AND SAFETY**

11.1 PROTECTIVE EQUIPMENT AND SUPPLIES

The IHSS Public Authority will make available standard gloves (including non-latex gloves), masks and disinfectant hand wipes at no charge to providers and consumers who request the supplies. The IHSS Public Authority shall have no obligation to reimburse Providers for purchases of supplies. Nothing in this section will be construed to limit or interfere with the consumer's right to establish conditions of a Provider's employment.

11.2 HEALTH AND SAFETY

Health and safety issues will be referred to the Labor-Management Committee, including the adequacy of protective equipment and supplies and their distribution.

**SECTION XII
TRAINING AND EDUCATION**

12.1 TRAINING AND EDUCATION

Consistent with California Welfare and Institutions Code Section 12301.6, the IHSS Public Authority shall provide for training for homecare Providers and Consumers. The IHSS Public Authority will develop and implement a training plan with input from the Union in the Labor-Management Committee.

SECTION XIII
NO STRIKES

13.1 NO STRIKES

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

**SECTION XIV
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. Except as specifically provided 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. 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

This Agreement shall remain in full force and effect from July 1, 2005 to and including June 30, 2006.

SIGNATURE SHEET

The Board of Directors will amend its written policies and take other action by resolution or otherwise as may be necessary in order to give full force and effect to provisions of this Memorandum of Understanding.

Sonoma County IHSS Public Authority

SEIU, United Healthcare Workers West

Dianne Edwards
County of Sonoma
Director, Human Services Department

Sal Rosselli
SEIU, UHW
President

Robin Schaef
County of Sonoma
Human Services Department
Director, Adult & Aging Division

Sally Sorenson
Negotiating Team Member

Diane Kaljian
County of Sonoma
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Marie E. White
Negotiating Team Member

Lois Havness
County of Sonoma
Human Services Department
Analyst, IHSS Public Authority

Peter Tiernan
SEIU, UHW
Chief Negotiator

Robert J. Muszar
IEDA
Chief Negotiator

Appendix A

Processing and Payment of Insurance Premiums

The Public Authority and the Union agree that the payment of insurance premiums shall be processed as follows:

1. The Authority will forward the full amount (Authority and Provider share) of insurance premiums to the Service Employees International Union Employees/Employers Dental and Medical Trust Fund once each month.
2. Between the 12th and the 15th of each month, the Authority shall forward to the Union a listing of the Providers who have qualified for benefits and for whom payroll deductions shall be processed. This list shall indicate the amount to be withheld from each Provider's paycheck. The Public Authority also shall provide a list of those Providers who are responsible to pay premiums directly to the Union. This list shall indicate the amount that each listed Provider is to pay.

To the extent that this information is known, Providers who are receiving benefits but have failed to qualify for up to two (2) consecutive months (pursuant to Sections 8.1 A. 3. a. and 8.2 A. 3. a.) and do not have sufficient paid hours to cover the payroll deduction for such benefits will not be included on the above described list.

3. The Union shall take all reasonable steps necessary to forward and receive the payroll deductions and to collect individual payments due. The Union shall forward the full amounts deducted/collected to the Authority within ten (10) calendar days of receipt by the Union. In addition, the Union shall provide the Public authority with lists of Providers from whom money was withheld/collected and the amounts that were withheld/collected from each.
4. Upon receipt of payment and the listings from the Union, the Public authority shall identify the Providers who were included on the lists described in item 2, above, but for whom payment was not withheld/collected. The Public authority, using paid hours reports, shall determine which, if any, of the listed Providers should not have had payments withheld/collected. The Public Authority also will verify that the information necessary to process payroll withholding or individual collections was properly forwarded to the Union. Upon completion of this process, the Public Authority will submit to the Union a list of Providers from whom withholding/collections should have been accomplished but payment was not received.
5. Within ten (10) calendar days of receipt of the list described in item 4, above, the Union shall forward payment of the full amount requested by the Public Authority. In the alternative, if the Union does not forward payment for one or more of the listed Providers, the Union shall provide written explanation of its refusal to pay on a Provider-by-Provider basis.
6. The Union and the Public Authority shall meet at the end of each calendar quarter, beginning in April 2003 to evaluate these processing procedures. Modifications to the procedures may be adopted by mutual agreement of the parties.

Appendix B Training Incentives

The training incentive program provided pursuant to MOU Section 7.4.A shall be implemented as follows:

1. INCENTIVE-BASED TRAINING
 - A. The Public Authority will make periodic incentive-based training sessions available to all IHSS Providers. The Public Authority also reserves the right to offer training that is not incentive based.
 - B. Attendance at incentive-based training sessions normally shall be voluntary.
 - C. Compensation shall be limited to the provisions and restrictions of the Training Incentive Program.

2. SCHEDULING AND SIGN-UP
 - A. The Public Authority shall periodically distribute a schedule of incentive-based training to all IHSS Providers. The schedule will include the date, time, location, sign-up period/information and a brief description of the training. If attendance is limited or restricted, the schedule will include the number of slots available and any restrictions that apply.
 - B. Sign-up for incentive based training will open at 8:00 a.m. on the first day of the sign-up period and shall remain open until 5:00 p.m. on the final day of the sign-up period. If attendance is limited, the sign-up period may be closed, at the discretion of the Public Authority, once a reasonable waiting list has been established. If attendance is restricted, the sign-up procedure may include verification that IHSS Providers satisfy the restrictions associated with the applicable training session.
 - C. IHSS Providers who sign-up for an incentive-based training session but are unable to attend shall notify the Public Authority of their inability to attend. If the cancellation is for a limited attendance session, the Public Authority will contact the IHSS Providers on the waiting list, in the order they signed-up, to offer the vacated slot to them.

3. TRAINING INCENTIVES
 - A. IHSS Providers who have worked and submitted timesheets a minimum of forty-five (45) hours in the previous three months and who attend an incentive-based training session will be eligible to receive a Training Incentive following completion of the session.

- B. In addition to paragraph A, above, the provision of Training Incentives may be limited to a fixed number of attendees at a session. If limited, Training Incentives will be provided on a first to sign-up basis.
- C. IHSS Providers will be required to sign-in at the beginning of each session and shall be required to sign-out at the end of the session. IHSS Providers who satisfactorily complete the training will be provided Training Incentives during the sign-out process.
- D. Training Incentives will consist for Level “A” will be either \$30 cash or \$30 gift or telephone card at the option of the provider. The Training Incentive for Level “B” will be a minimum of either \$10 cash or a \$10 gift or telephone card at the option of the provider.
- E. The Public Authority’s obligation to provide Training Incentives shall be limited to the amount specified in the current MOU. This amount may be increased if additional funding/resources become available. However, such increases may be temporary and do not obligate the Public Authority to continue funding the Training Incentive Program at the higher level.

Appendix C

Joint Labor Management Committee

The Union and the Public Authority agree to address the below listed issues at the Joint Labor-Management Committee as follows:

1. **Alternative Dental Plan:** The Union and the Public Authority will jointly explore the possibility of making an alternative dental plan available to IHSS Providers. The goal of the parties will be to complete the joint exploration prior to the Medical/Dental discussions for the 2006 plan year that will take place pursuant to Section 8.6 of the MOU.
2. **Quality Assurance:** The Union and the Public Authority will develop a mutually acceptable approach to notify IHSS Providers and Consumers of any changes to authorized services that take effect pursuant to the State's Quality Assurance program.
3. **Training:** The Union and the Public Authority will develop a mutually acceptable approaches to increase overall Public Authority expenditures for Training Incentives with the goal of more fully utilize the funding made available pursuant to Section 7.4 of the MOU.
4. **Wage Claims:** The Union and the Public Authority will explore options and attempt to develop a mutually acceptable approach to informally address IHSS Provider disputed wage claims.
5. **Union Information Packages:** The Union and the Public Authority will discuss and attempt to develop a more timely approach to distribute Union Information Packages as described in Section 5.4 of the MOU to new IHSS Providers.

The Public Authority will obtain the services of a facilitator to conduct the above-described discussions of the Joint Labor-Management Committee.