

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE IN-HOME SUPPORTIVE SERVICES PUBLIC
AUTHORITY OF STANISLAUS COUNTY

AND

THE IN-HOME SUPPORTIVE SERVICES
PROVIDERS

REPRESENTED BY

THE UNITED DOMESTIC WORKERS OF AMERICA

April 7, 2020 - June 30, 2022

**Memorandum of Understanding
Between the IHSS Public Authority of Stanislaus County and the
In-Home Supportive Services Providers
Represented by
The United Domestic Workers of America**

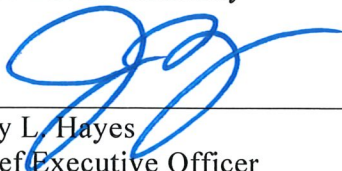
THIS MEMORANDUM OF UNDERSTANDING IS ENTERED INTO BETWEEN THE IHSS PUBLIC AUTHORITY OF STANISLAUS COUNTY, HEREINAFTER REFERRED TO AS THE "PUBLIC AUTHORITY" AND THE IN-HOME SUPPORTIVE SERVICES PROVIDERS, REPRESENTED BY THE UNITED DOMESTIC WORKERS OF AMERICA, HEREINAFTER REFERRED TO AS THE "UNION".

Pursuant to the Employee Relations Ordinance of the County and Section 3500 et seq. of the Government Code, the duly authorized representatives of the Public Authority and the Union have met and conferred in good faith concerning the issues of wages, hours, and terms and conditions of employment as herein set forth and are in agreement with the provisions of the Memorandum of Understanding.

FOR THE PUBLIC AUTHORITY:



Kristin Olsen
Chairwoman, Board of Supervisors
IHSS Public Authority



Jody L. Hayes
Chief Executive Officer



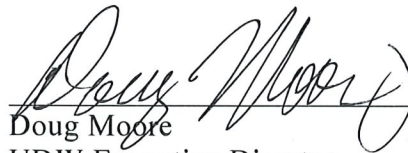
Kathryn M. Harwell
Director, CSA

Burke Dunphy
Chief Negotiator



Christine Huber
Assistant Director, CSA

FOR THE UNION:



Doug Moore
UDW Executive Director



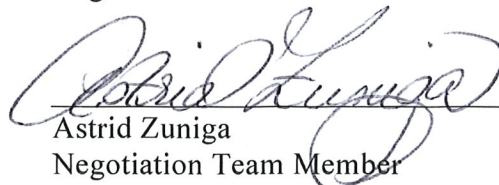
Editha Adams
UDW President



Matthew Maldonado
Chief Negotiator



Kadou Xiong
Negotiation Team Member




Astrid Zuniga
Negotiation Team Member

FOR THE PUBLIC AUTHORITY:




Keira Vink
Senior Management Consultant, CEO

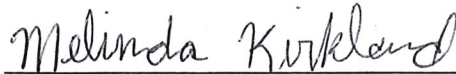


Kristi Garcia
Manager III, CSA

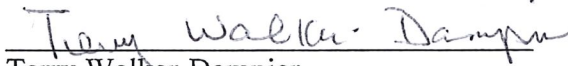
FOR THE UNION:



Cheritha Kennedy
Negotiation Team Member



Melinda Kirkland
Negotiation Team Member



Terry Walker-Dampier
Negotiation Team Member

**Memorandum of Understanding
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Represented by
The United Domestic Workers of America**

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Chairwoman, Board of Supervisors
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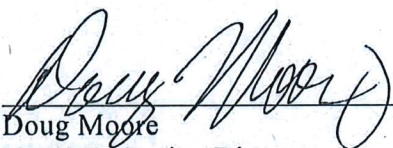
Jody L. Hayes
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Kathryn M. Harwell
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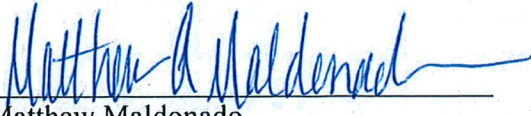

Burke Dunphy
Chief Negotiator

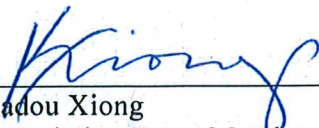
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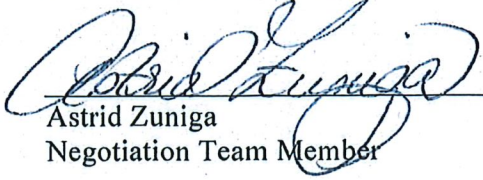

Astrid Zuniga
Negotiation Team Member

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PREAMBLE

It is in acknowledgment of the intrinsic value of the In-Home Supportive Services (IHSS) program and its constituent parties that this Memorandum of Understanding (MOU) or agreement is entered into by the Public Authority and the IHSS Providers represented by United Domestic Workers of America (Union).

The relationship between the Public Authority, the IHSS Provider, and the IHSS Consumer is a unique one, which begs a high level of compassion, humanity, understanding and respect. These parties and the IHSS program itself benefit our community in innumerable ways, including better service delivery, greater civic participation, and the economic stimulation that millions of federal and state matching dollars bring to our local businesses.

This MOU formalizes the unique employer-employee relationship defined in law between the Public Authority administered Individual Provider (IP) program and the Union. It is recognized by the parties that the Public Authority does not employ or manage the IHSS Provider workforce in the role of a traditional employer and that the IHSS Consumer remains the employer for the purposes of hiring, firing and directing the work of any Individual Provider providing services to them. The Union and the Public Authority commit themselves in this MOU to some goals that not only benefit Providers 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 MOU. 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 provision of this MOU.

Furthermore, the Public Authority agrees to make every effort to ensure that the managers, case workers, and other Public Authority staff associated with the program respect IHSS Providers and understand the work diligently provided by IHSS Providers is difficult and valuable to our community. Likewise, the Union agrees to make every effort to ensure that the members of the bargaining unit respect all Public Authority staff associated with the program and understand that their work is also valuable and demanding.

**For purposes of this agreement, the terminology "IHSS Consumer" is synonymous with "IHSS Recipient" as referred to in the California Welfare and Institutions Code. The use of the term "IHSS Consumer" does not impart any additional rights/authorities other than those granted to "IHSS Recipients" by State and/or Federal law.*

1. RECOGNITION

The Public Authority recognizes the United Domestic Workers of America (UDWA), AFSCME LOCAL 3930, AFL-CIO, as the exclusive representative of the In-Home Supportive Services Individual Providers covered by this Agreement.

2. MODIFICATION

No provision or terms of this Agreement may be amended, modified, altered or waived except by written agreement between the parties hereto.

3. WAIVER

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any further waiver of any such breach or conditions.

4. SAVINGS & SEPARABILITY

In the event that any Article, Section or portion of this Agreement is declared invalid by a court of competent jurisdiction or is in contravention of any applicable law, the remaining provisions of this Agreement shall not be invalidated thereby and shall remain in full force and effect.

5. UNION ACCESS TO PUBLIC AUTHORITY BUILDINGS

The Public Authority agrees to admit to any of its offices the authorized representative(s) of the Union for purposes of adjusting grievances and conducting legitimate, appropriate Union business related to enforcing and monitoring this Agreement. The Union shall notify the Public Authority of the name of its authorized representatives upon ratification of this Agreement.

The parties agree the Union may attend and make presentations at provider orientation at the beginning of each provider orientation. The Union shall be provided 30 minutes during the orientation. The Public Authority shall provide reasonable notice to the Union of the scheduled orientations. The Union shall provide the names of the representatives attending the orientation.

6. LANGUAGES

The Public Authority shall provide the capability at its administrative office to communicate with IHSS Providers as required by Title VI of the Civil Rights Act of 1964.

7. NON-DISCRIMINATION

The parties agree that the provisions of this Agreement shall be interpreted, applied, and/or enforced without favor or discrimination based upon union membership, race, ancestry, religion, color, age, national origin, political affiliation or belief, disability, medical condition, pregnancy related condition, sex, marital status or sexual orientation and in compliance with Federal and State laws.

8. CONSUMER RIGHTS

The Union and the Public Authority recognize the right of IHSS Consumers, as established by law, to hire, supervise and terminate the work of any IHSS Provider providing services to them as well as to train such individuals in the manner in which those services are to be provided.

The Union shall not seek nor receive information from the Public Authority 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 pertaining to Consumers obtained from any source unless the disclosure is compelled by the legal process or otherwise required 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. The Consumer has the right to consent to the disclosure of information described herein but such consent may be withdrawn at any time for any reason.

Union representatives will not seek to conduct union business related to enforcement of this Agreement at the home of the Consumer without the express permission of the Consumer. In certain instances, union representatives may inadvertently visit a Consumer's home, having been given the Consumer's address as that of the Provider. Under such circumstances, the union representative may speak with the Provider after explaining the purpose of the visit and receiving permission from the Consumer. If the address visited is the residence of both the Provider and the Consumer, permission to conduct union business must be given by both the Provider and the Consumer, whenever possible and practical.

Any determination regarding the amount of service hours an IHSS Consumer shall be authorized is made by the Stanislaus County Community Services Agency in consultation with the Consumer. Consumers have the right to have an authorized representative of their choice, including the Provider or Union representation, present during any evaluation or annual assessment and for any appeal process regarding their authorized service hours.

9. CONSUMER RESPONSIBILITY NOTICE

The Public Authority and the Union acknowledge that IHSS Consumers have the legal right to hire, train, supervise and terminate the work of the IHSS Provider who provides them service. The parties also acknowledge that this legal right brings with it a Consumer responsibility to inform the IHSS Provider of changes in their allotted service hours.

The County shall include in each notice of change in service hours to IHSS Consumers a responsibility notice, which shall read:

"As a matter of respect and in an effort to enhance communications between you and your Provider(s), you, as the employer, under Section 30-764.31 of the IHSS Regulations, have a responsibility to inform your Provider(s) of any changes that will result in a change in his/her paid working hours."

A dated copy of the Consumer responsibility notice shall be kept, by the County, in the service file of the Consumer.

10. REGISTRY

One of the Public Authority's primary functions is to provide Registry services to facilitate the referral of IBSS Providers to IHSS Consumers. The Public Authority retains the exclusive right to list, refer, suspend or remove an IHSS Provider from its 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 the union and all Providers who apply to the Registry.

11. RESPITE

The Public Authority and the Union recognize that to improve retention of IHSS Providers, prevent crises, improve consistency of care to IHSS Consumers, and to promote a better, safer working environment a plan should be developed for providing respite services to Consumers so that IBSS Providers may take time off from their regular duties. The Public Authority and the Union shall work together, through the Labor-Management Relations Committee, to develop a plan to create a mechanism for respite care services. Such a plan shall include program options that include development of a paid respite benefit for bargaining unit members and utilize the Public Authority Registry and any Union Registry mechanism that may be developed. Program mechanisms for creating a respite classification of bargaining unit members shall also be explored. Other issues to be explored by the Committee shall include, but not be limited to:

1. Leveraging existing programs
2. Funding

12. GRIEVANCE PROCEDURE

From time-to-time there may be differences and misunderstandings about the interpretation and application of the terms of this Agreement. Both parties agree that these differences and/or misunderstandings should be resolved promptly and, whenever possible, through informal means of communication between Providers and the Public Authority. The Union will encourage bargaining unit members to discuss and resolve their concerns directly with appropriate Public Authority staff as the first step in addressing any work-related problem in order to prevent the need for a formal grievance. However, it is also acknowledged that occasions may arise in which informal means are inadequate to resolve work-related disputes concerning the interpretation or application of this Agreement.

Definition

A grievance is hereby defined as a claim by an IBSS Provider, a group of IHSS Providers, or the Union representing the IHSS Providers covered by this Agreement, involving an alleged violation of a provision of this Agreement by the Public Authority. Participation in the grievance procedure in any capacity shall be solely on the bargaining unit member's own time and shall not be considered as within any IHSS Consumer's allocated service hours, or as paid time.

The Grievance procedure shall not apply to matters over which the Public Authority has no jurisdiction or Consumer rights.

Procedural Steps

All grievances shall be handled in the following manner:

Step one: The Provider and/or Union representative shall meet and present the grievance to the Public Authority designee within ten (10) working days of the alleged violation. The Public Authority designee will respond to the grievance, in writing, within ten (10) days of this meeting.

Step two: If no settlement is reached in Step one, the grievance shall be submitted to the Director of the County's Community Services Agency (Department Head) within ten (10) working days from the Step one response. The Director, within ten (10) working days, shall meet with the Provider/Union to discuss the grievance. The Director will respond to the grievance, in writing, within ten (10) working days of this meeting.

Step three: If no settlement is reached within ten (10) working days after the Step two-grievance response is received, the Provider/Union shall have the right to request an impartial mediation through the State Mediation and Conciliation Service. The mediator will meet with the parties to attempt to resolve the grievance and the parties shall share any mediation costs equally.

Step four: In the event the grievance is not resolved by mediation, the grievance may be submitted for Arbitration within ten (10) working days after the mediation meeting. No grievance may proceed to arbitration until there has been an attempt to resolve the matter through mediation at Step three of this procedure. If the Provider wishes to appeal the Department Head's decision to binding arbitration, the Provider may do so through the Union only. The appeal shall be made in writing to the Chief Executive Officer, specifically stating this option, within ten (10) working days after receipt of the Department Head's decision.

General Provisions for Arbitration

- A. Selection of Arbitrator - If the required steps of the grievance procedure have been exhausted and the grievance remains unresolved and is subject to arbitration, the arbitrator may be selected by mutual agreement between the Chief Executive Officer and the Union. However, should the parties fail to mutually agree on an arbitrator, they shall make a joint request of the State Conciliation Service for a list of five (5) qualified arbitrators. The arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance, until only one name remains, and that person shall serve as arbitrator.
- B. Arbitration Issues - The parties shall, within ten (10) working days following the submission review of the Chief Executive Officer, exchange in writing their understanding of the questions to be submitted to arbitration. Thereafter, the parties to the arbitration shall use their best efforts to exchange a written summary of the evidence they intend to offer and to reach agreement on and reduce to writing the question or questions to be submitted to arbitration. The agreed upon question or questions, if agreement is reached, together with the exchanged summaries of the evidence and a list of witnesses to be used by each side, shall be submitted to each other and the arbitrator no later than five (5) working days prior to the arbitration hearing.

- C. Arbitration Expenses Shared - The cost of employing the arbitrator shall be borne equally by the parties to the arbitration. All other costs such as, but not limited to, attorney's fees shall be borne by the party incurring that cost. If both parties agree to the use of a court reporter, or if the arbitrator requires the use of a court reporter, the cost of the court reporter shall be shared equally. Absent mutual agreement, the side requesting use of the court reporter shall absorb the cost. The cost of the transcript, if one is prepared, shall be absorbed by the party requesting the transcript, unless both parties mutually agree to share the cost of the transcript. If the arbitrator requests that a copy of the transcript be prepared, both parties shall equally share the cost of the transcript.
- D. Duty of Arbitrator -- The arbitrator shall conduct an informal hearing, and any other meetings or investigations as are appropriate in his/her judgment. The arbitrator shall not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions of the Memorandum of Understanding, Stanislaus County Code, resolution, or written departmental policy. He/she shall consider and make a decision with respect to only the specific issue(s) submitted and shall not have authority to make a decision on any other issue not so submitted. In the event the arbitrator finds a violation of the Memorandum of Understanding, applicable State or Federal laws, Stanislaus County Code, resolution, or written departmental policy, he/she shall decide the appropriate resolution. The arbitrator shall have no authority to substitute his/her judgment for that of the County as to any matter within the County's discretion. The decision and award of the arbitrator shall be based solely upon the evidence and arguments presented to the arbitrator by the respective parties. Proposals to add to or change the Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this section.
- E. Evidence - At the hearing, both parties shall have the right to be heard and to present evidence. The following rules shall apply:
1. Oral evidence shall be taken under oath.
 2. Each party shall have the right to call and examine witnesses, introduce exhibits, and cross examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination. If the Provider does not testify on his/her own behalf the Provider may be called and examined as if under cross-examination.
 3. The Public Authority shall be allowed to have one (1) Provider who may be called upon to testify as a witness, present at the arbitration hearing at all times.

- F. Binding Decision - The decision of the arbitrator shall be binding upon the Provider, the Union, and the Public Authority.

Based upon significant financial impact of the arbitrator's decision upon the Public Authority, within ten (10) working days of receipt of the arbitrator's decision, the Public Authority may request that the Union meet with the Public Authority to discuss the financial impact of the decision. The Union agrees to meet and consult with the Public Authority over the impact upon the Public Authority of the decision. Absent agreement between the parties to modify or mitigate the impact of the arbitrator's decision, the decision of the arbitrator shall be final and binding on the parties. The arbitrator may sustain, modify or rescind an appealed action.

- G. Arbitrator's Decision Due - Unless the parties agree otherwise, the arbitrator shall render the decision in writing within thirty (30) days following the close of the hearing to the Chief Executive Officer. The Chief Executive Officer shall immediately provide a copy of the decision to the Provider; the Provider's duly elected representative and the Department Head. If requested by either party, the decision shall be accompanied by findings of fact and conclusions of law.
- H. Non-Union Representation - In the event that a Provider chooses to represent himself/herself, or arranges for representation independent of the recognized Provider organization, arbitration as provided herein shall not be available to the Provider.

13. TERM AND SALARY

This agreement replaces the prior agreement for the period of February 9, 2016 through June 30, 2019. The term of this agreement shall commence upon final ratification by both parties and will end at midnight on June 30, 2022.

Wages

Wages upon commencement of this agreement shall be \$12.00 per hour. Effective January 1, 2020, the Base Wage for Providers is \$13.00 per hour. Going forward, the Base Wage for Providers shall be the then current state or federal minimum wage, whichever is higher.

Effective the later of (i) the first month following State approval of this agreement or (ii) July 1, 2020, the Public Authority will supplement the Base Wage at an additional fifty cents (\$0.50) per hour (the "Wage Supplement"). The cost of the Wage Supplement will be added to the County's Maintenance of Effort (MOE) on a permanent basis but will not be compounded for subsequent increases not locally negotiated.

Cardio-Pulmonary Resuscitation Certification Differential

A. Overview

Upon the effective date of this Agreement the Public Authority shall provide at no cost, except as described in the Fee Section, to Providers under this Agreement, CPR certification training on an ongoing basis throughout this agreement. CPR Training will be available on a first come first serve basis with preference given to Registry Providers. The availability of CPR training is subject to a sufficient number of Providers enrolling in the training to meet the minimum number of students required by the CPR training provider. The Public Authority may conduct additional CPR training if the level of enrollment exceeds the number of training slots available on a quarterly basis.

B. Notification

The Public Authority and the Union will promote the CPR training to Providers through the use of communication materials (such as newsletters, flyers, websites, etc.). Dates and times will be provided by the Public Authority to the Union on an ongoing basis.

C. Cancellation/Rescheduling

Providers covered under this agreement, who enroll in CPR training, must contact the Public Authority two (2) business days prior to the scheduled training date in the event the Provider wishes to cancel or reschedule the training.

D. Fees

Except as provided in Section C above, Providers who are scheduled for CPR training and do not attend shall be deemed to have used their CPR differential for a period not to exceed the length of the certification's term. Providers who missed scheduled training without prior notification, as described in the Cancellation/Rescheduling section, may take CPR training but will be required to pay the cost of said training prior to enrollment. The Public Authority will take into consideration mitigating circumstances regarding a Provider's failure to timely notify the Public Authority of a Provider's intent to cancel a scheduled training. Providers will not be required to pay for missed trainings or late cancellations in cases in which the Public Authority is not required to pay for the missed training class.

14. PAYROLL/DIRECT DEPOSIT

Payroll

To promote a timely and accurate payroll system, the Public Authority and the Union will utilize the Labor Management Relations Committee to identify causes and solutions to on-going problems resulting in late, lost or inaccurate paychecks and related payroll issues. When the causes of problems are outside the direct control of the Public Authority, the Public Authority and the Union agree to work cooperatively to create solutions by bringing the problems to the attention of the responsible agencies and working with those agencies to seek and implement appropriate solutions. When the causes of problems are within the control of the Public Authority, the Public Authority will act expeditiously to solve the problem and work to prevent said problems from occurring in the future.

Direct Deposit

This option has been made available by the State Controller and this service is optional and made available at no cost to the Provider.

15. UNION MEMBERSHIP AND DUES CHECKOFF

A. Purpose

Both the Public Authority and the Union recognize the responsibility of the Union to provide fair and professional representation to the Providers in the bargaining unit. The Public Authority and the Union mutually understand and agree that all affected Providers have the option to join or not join the Union.

B. Union Membership

Any Provider subject to this Memorandum of Understanding shall be provided (by the Union at the time of orientation) an authorization form and written notice that the Public Authority has a Memorandum of Understanding with the Union regarding wages, benefits and other terms and conditions of employment.

C. Payroll Deductions

The Union shall instruct the State to commence and continue a monthly payroll deduction of Union dues from the regular semi-monthly pay warrants of Providers authorizing such deduction. The Union shall instruct the State of the dollar amount to deduct for Union dues or other authorized Union deductions, including voluntary P.E.O.P.L.E. contributions, specifying the purpose(s) of the deduction. The State shall continue to make such deductions as instructed for so long as the Union provides such instruction.

D. Sufficiency of Provider's Earnings

The Provider's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues or other deductions that have been check off authorized. 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. In the case of a Provider who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including dental and vision care deductions) have priority over Union dues or other authorized Union deductions.

E. Communication Between Agencies

The Union has the exclusive privilege of dues deduction for all Providers who elect to join the Union. The Union will advise, as necessary to initiate deduction, CDSS and/or State Controller, as the payroll agent(s) for its IHSS Individual Providers, to deduct all authorized dues, fees and/or assessments as required by the Union, or as voluntarily requested by bargaining unit members.

F. Exchange of Information

The Public Authority shall provide all necessary information in order to assist in the implementation of the Agreement between the Union and the Public Authority, unless such information is prohibited by law. The Public Authority shall assist in providing all necessary information to assist in dues and deduction processing for Providers who elect to join the Union. The Public Authority may provide the information directly to the State representatives and/or to the Union to allow for an orderly processing of dues and deduction processing for Union members. The Union also agrees that in the event the Public Authority provides to the Union confidential Provider information, including but not limited to Provider's name and social security number, the Union agrees to treat the information as confidential and private and to use it only for the purposes of performing dues and deduction processing. The Union agrees that in the event information such as social security or other information which has been provided to the Union is released by the Union and used for purposes other than the implementation of the Agreement between the Public Authority and the Union, that the Union will indemnify, defend and hold the County and Public Authority harmless for any actions that may arise for violation of privacy or use or improper use of said confidential Provider information.

G. Indemnification

The Union shall indemnify, defend and hold harmless the Public Authority, the County its agents, officers, and employees from and against any and all liability (including defense costs and reasonable attorney fees) and claims for damages of any nature whatsoever, including but not limited to Union's negligent acts or omissions, arising out of the performance of this Agreement, except liabilities and claims for damages caused by County and/or Public Authority's negligence or willful misconduct.

H. Dues Structure for United Domestic Workers of America, AFSCME LOCAL 3930, AFL-CIO

The Union will provide a dues structure sheet within 30 days of signing this agreement, and provide the Public Authority with an update any time there are changes to the Union Dues structure.

16. LABOR-MANAGEMENT RELATIONS COMMITTEE

The Public Authority and the Union recognize the importance of maintaining an effective working relationship that fosters good communication, information sharing, and early issue resolution in order to fulfill the mission of the IHSS program and provide quality, reliable care to all IHSS Consumers. Both parties recognize their responsibility to address any program matter that might affect this goal.

The Public Authority and the Union shall establish a Labor-Management Relations Committee. The purpose the Committee shall be to consider and take action on matters affecting the relations between the parties and recommend measures to improve Consumer care and the IHSS program. The committee shall not engage in negotiations or consider matters properly the subject of a grievance.

- A. Each party shall select their own participants for the Committee. However, either party may request the removal of a participant from the other group if that participant becomes too disruptive to the work of the Committee.
- B. The Committee shall be composed of up to ten (10) Union representatives or their designees and up to ten (10) Public Authority representatives, or their designees, including at least one IHSS Program Manager.
- C. Responsibility for hosting and chairing the Committee will alternate between the parties on each successive meeting date. Such responsibilities and duties shall include: securing and preparing the location for the meeting, preparing the mutually agreed upon meeting agenda, providing water and other simple refreshments, and selecting one representative to chair the meeting.
- D. Minutes for each meeting shall be prepared and distributed by the party that is not hosting the meeting within thirty (30) days following each meeting.
- E. The Committee may meet as frequently as agreed to by the parties, but shall convene no less than quarterly.
- F. The Public Authority and the Union will address each recommended item within a reasonable amount of time or as agreed by the parties.
- G. Bargaining unit member Committee members serve on a voluntary basis and will receive no remuneration from the Public Authority for their participation.
- H. In order to foster an environment conducive to building an effective and productive ongoing relationship between the parties, proceedings of the Labor- Management Committee shall not be open to the public. Observers or guests may attend if agreed to by the parties in advance of the meeting. Joint reports may be given to external bodies as agreed to by the parties.

17. UNION STEWARDS

The parties agree that Provider Premium Reserve Funds may be used to compensate Union Stewards for education and training of providers related to health and safety of providers or consumers. The Union shall offer trainings to providers through the California Independent Provider Training Center. Activities falling within the scope of health and safety may include, but are not limited to: tips for avoiding overtime violations, electronic timecard entry and electronic visit verification. The funds may not exceed \$40,000 per fiscal year. Should the Provider Premium Reserve Funds be depleted the parties agree this program will end.

Subject to the availability of representatives of the County, the Union and the California Independent Provider Training Center, the parties shall meet within thirty (30) working days following adoption of this agreement by the Public Authority to discuss implementation of this training benefit.

- A. The Public Authority will recognize up to one Union steward for every one hundred (100) bargaining unit members.
- B. The Public Authority will recognize up to ten (10) stewards designated as Senior Stewards.
- C. The Public Authority will recognize up to five (5) stewards designated as District Representatives.
- D. All such stewards, Senior Stewards and District Representatives, shall be selected by the Union. The Union will provide a list of IHSS Providers in these positions to the Public Authority on a quarterly basis.

Compensation

The Public Authority agrees to consider discussions in future contract negotiations to establish a plan to compensate stewards for time spent in administering this MOU. The Union understands that this agreement to consider future discussions is not a commitment to agree to any particular plan.

Communication

The Public Authority and the Union recognize the unique circumstances of the IHSS workforce and that the lack of a common workplace makes dissemination of information to the bargaining unit a challenge for both the Union and the Public Authority. Both parties will work together to explore methods to achieve effective communication with the bargaining unit about the MOU and the rights and responsibilities hereunder.

Bulletin Board

The Public Authority will provide one bulletin board for use by the Union to communicate official Union business. The Executive Director of the Public Authority reserves the right to remove any material posted in violation of this Section or deemed offensive. If the Public Authority does remove material posted by the Union, it will notify the Union in writing within 10 days.

18. HEALTH BENEFITS

Dental and Vision Insurance Program

Union Trust

The Public Authority and the Union acknowledge their mutual interest in offering quality, affordable dental and vision coverage for Providers. The Public Authority agrees with the concept of a Union Dental and Vision Trust Fund (Trust) for the sole purpose of providing dental and vision benefits to eligible individual Providers covered under the MOU. The Union shall operate the Trust in accordance with all applicable Federal and/or State laws. Funds in the Trust shall not be co-mingled with other Union funds and will be used to provide dental and vision benefits to eligible IHSS Providers in Stanislaus County.

The Public Authority shall have no responsibility for administering dental and vision benefits. The Union shall be solely responsible for the provision of dental and vision benefits and administration of the dental and vision program for IHSS Providers as well as providing communications and notifications to IHSS Providers.

The Union shall indemnify, defend and hold harmless the Public Authority, the County of Stanislaus, and their respective governing bodies, officers, agents, and employees against any and all claims, demands, suits, orders, or judgments, or any other forms of liability that arise out of this section or in any way relate to. the provision, or failure to provide, dental and vision benefits to Providers. This includes, without limitation, the failure to provide required notices and the failure to comply with the Health Insurance Portability and Accountability Act ("HIPPA").

Trust Set-up

After this agreement is approved by the parties and the California Department of Social Services, the Union will initiate the process of establishing a Trust to administer dental and vision benefits for IHSS Providers in Stanislaus County. The Public Authority and the Union agree to use accumulated funding from the Provider Premium Reserve to fund the initiation of the Trust. The Public Authority will issue total payments of \$54,000 for the purpose of setting up the Trust and administrative costs including but not limited to legal, accounting and bank charges, estimated at up to \$18,000 per year of this agreement. The first of three \$18,000 payments will be issued to the Trust within 60 days of the effective date of the MOU. Subsequent \$18,000 payments, the second and third of the three payments, will be due by August 31 in each of the following two fiscal years. The Union will be solely responsible for the set-up and, documentation of the Trust, including obtaining an Employer Identification Number (EIN), Federal and State tax exempt status, insurance, bank charges and any administrative fees, including legal fees associated with the origination of the Trust that exceed \$18,000 per year.

To further assist with the start-up funding and cash-flow requirements for dental and vision benefits, the Public Authority and the Union agree to use an additional \$100,000 from the Provider Premium Reserve which will be due within 30 days of the effective date of the MOU. Upon the expiration of the dental and vision program, the advance funds of \$100,000 will be recouped in the final payment to the Trust by offsetting an equal amount from the invoiced actual costs. This accounting offset will essentially pay for the final remaining qualifying dental and vision benefits. The Public Authority will discontinue/adjust claiming of dental and vision benefits so that the Trust fund balance will be zero upon final close-out of the Trust account.

Funding of Dental and Vision Benefits

The Public Authority will reimburse the Trust for the actual cost of the dental and vision benefits paid for the effective period up to a maximum amount of \$0.10 per paid hour, one month in arrears. Paid hours will be determined using the then-appropriate state report, currently the Case Management, Information and Payrolling System (CMIPS) "Paid Case Summary and Detail". Payments to the Trust will be made within 10 days of receipt of a monthly invoice supported by back-up documentations for actual dental and vision benefits paid by the Trust on behalf of Stanislaus County IHSS Providers. The Union shall deposit all such payments from the Public Authority in a separate account, which shall be used for the sole purpose of providing dental and vision benefits for Stanislaus County IHSS Providers. IHSS Providers may pay a percentage of the benefit premiums (co-pay) as determined by the Trust.

Eligibility

In order to be eligible for dental and vision benefits the Providers must work the Required Minimum Hours (RMH). The RMH, as reported by the CMIPS II data download file "HBM Send", is sixty (60) hours or more per month. The initial eligibility requirement is that the Provider must work sixty (60) hours or more for two consecutive months. To maintain eligibility for dental and vision benefits the Provider must continue to work sixty (60) hours or more per month. A month is defined as a calendar month.

Upon approval of this agreement, the Union shall provide the Public Authority with a copy of the plan design and the communications plan to notify all Stanislaus County IHSS Providers of the availability of dental and vision benefits.

Plan trustees have the ability to start a waiting list if the funding is not adequate to cover those eligible.

In the event the State is willing to modify the billing process for payments to the Union Trust for dental and vision, the County and Union agree to meet and confer to implement such modified processes. No other provisions of this MOU will be discussed unless otherwise agreed by both parties.

Records and Audits

The Union agrees to maintain and make available to the Public Authority accurate books and records relative to the dental and vision benefits and Stanislaus County Public Authority contributions. The Union shall permit the Public Authority access to such books and records and shall maintain all pertinent materials in an accessible location and condition for a period of no less than five (5) years from the date of final payment under this Article or until after the conclusion of any audit whichever occurs last. The Public Authority shall have the right to audit all Trust books and records, including the Dental and Vision Insurance Program records related to this agreement. Public Authority may appoint an independent public accountant to conduct such an audit.

Quarterly, or upon written request the Trust will provide to the Public Authority, a copy of the Trust Fund Financial Report. The report shall include itemized records of the actual costs of the dental and vision plan premiums, member contributions towards insurance, eligible Provider participation level, rate increase by insurance carriers, a summary of remaining fund expenditures, accounting of interest income, the beginning and ending cash balance of the fund, along with bank reconciliations and supporting bank statements. Monitoring by the Public Authority may be accomplished by the following means: field reviews, audit of reports or monitoring of quarterly records, etc.

Termination of Payments

In the event the Trust created to provide dental and vision benefits terminates, or otherwise fails to provide the 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 on any action or proposed action to terminate the Trust or to eliminate the benefits provided by the Trust. At termination of the dental and vision program the Union will provide a reconciliation or "true-up" of all actual funds received in Trust from the Public Authority, and interest earnings, versus the actual dental and vision insurance benefit payments made, cash basis, and remit any overage of revenues above benefits paid, to the Public Authority within 30 days of the date of termination. Since the program will be based on cash-basis payment of invoices, it is anticipated that any adjustments will be immaterial and related to interest or other miscellaneous accounting adjustments. If needed, the Public Authority will abate the remittance on the next quarterly SOC 448 Claim submitted to CDSS such that reimbursement of Federal, State and County funds will be resolved within the current fiscal year.

Data Security

The Public Authority and the Union shall work together to mutually develop a method to provide for the secure transmission of necessary Provider data. The Union shall protect, defend and indemnify the Public Authority from any loss resulting from the Union's use or transmission of the secure data files.

Future Meet and Confer for Use of Provider Premium Reserve Funds

The parties agree to meet and confer during the term of this agreement, at the request of either party, to evaluate additional uses for the Provider Premium Reserve Funds. It is agreed that the Provider Premium Reserve Funds will be used for the development of Individual Providers and/or the IHSS Provider workforce covered under this agreement. The parties agree to use up to \$176,000 for Provider training provided by the California Independent Provider Training Center. Should the Provider Premium Reserve Fund be depleted the parties agree this program will end. subjects for additional meet and confer will include, but are not limited to, procurement and distribution of supplies, training program cost reimbursements, and community based education programs to benefit Providers.

Health and Safety Under Provider Premium Reserve Funds

The parties agree to use up to \$30,000 (\$10,000 per Fiscal Year) of Provider Premium Reserve Funds to purchase protective supplies, which may include exam gloves, disinfectant wipes, masks and hand sanitizer to be used on behalf of clients. Should the Provider Premium Reserve Fund be depleted the parties agree this program will end.

Parity for Waiver Personal Care Services Providers

In recognition of Assembly Bill 1811 (Chapter 35, Statutes of 2018) which amended the Welfare and Institutions Code (WIC) section 14132.971, which established the Public Authority as the employers of record for the Waiver Personal Care Services (WPCS) providers for the purposes of good faith negotiations regarding wages, health benefits and other conditions. Beginning July 1, 2019, the WPCS providers will receive the same collective bargaining rights, wages, benefits and other terms and conditions of employment that currently exist for In-home Supportive Services (IHSS) providers. WPCS providers will be eligible for health benefits and will be eligible to become union members.

Demographic information, monthly hours and wage for WPCS only providers will now report on the monthly interface files that are exchanged between the Case Management Information and Payrolling System (CMIPS), Public Authority and the union. CMIPS has been modified to accept deductions from the WPCS provider's pay warrants during payroll processing. The Paid Case Summary Report in CMIPS, which is provided to the union has been modified to include hours and expenditures for WPCS Providers.

This agreement will now use the term "provider" which will include In-Home Supportive Services (IHSS) and Waiver Personal Care Services (WPCS) providers.

19. WAGE AND BENEFIT CONTINGENCY

If, during the term of this Agreement either State or Federal participation levels are reduced, State realignment funding is reduced, the State caps their funding participation in a Provider wage lower than wages paid under this agreement, or, either the State or Federal-sharing formula is modified in any manner that would result in an increased cost to the Public Authority to maintain the wage and/or benefit level described in this Agreement, the affected benefit and/or wages, will be reduced by an amount necessary to keep the total cost to the Public Authority the same as such supported by the new Federal and/or State share or funding participation cap.

The Public Authority shall provide to the Union a 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. 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 or funding participation wage cap. In no case will the Public Authority be required to increase its contribution towards the affected benefit and/or wages, as applicable.