

**MEMORANDUM  
OF  
UNDERSTANDING**

**BETWEEN**

**EL DORADO COUNTY IN-HOME SUPPORTIVE  
SERVICES PUBLIC AUTHORITY**

**AND**

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

**FOR THE TERM OF**

***July 1, 2017 – December 31, 2024***

**El Dorado IHSS and UDWA L3930 MOU**  
**July 1, 2017-December 31, 2024**  
**Table of Contents**

Contents

<b>SECTION 1. RECOGNITION</b> .....	2
<b>1.1 Recognition</b> .....	2
<b>SECTION 2. NONDISCRIMINATION</b> .....	2
<b>2.1 Nondiscrimination</b> .....	2
<b>SECTION 3. CONSUMER RIGHTS</b> .....	2
<b>3.1 Consumer Rights</b> .....	2
<b>3.2 Consumer Confidentiality</b> .....	2
<b>3.3 Right to Privacy</b> .....	3
<b>SECTION 4. MANAGEMENT RIGHTS</b> .....	3
<b>4.1 Management Rights</b> .....	3
<b>SECTION 5. UNION RIGHTS</b> .....	3
<b>5.1 Lists and Information</b> .....	3
<b>5.2 Bulletin Board Space</b> .....	4
<b>5.3 Official Representative, Stewards</b> .....	4
<b>5.4 New Provider Orientations</b> .....	4
<b>5.5 Union Membership Dues Checkoff</b> .....	5
<b>SECTION 6. WAGES</b> .....	6
<b>6.1 Wages</b> .....	6
<b>6.2 Wage and Benefits Contingency</b> .....	6
<b>6.3 Wage Reopener</b> .....	7
<b>SECTION 7. BENEFITS</b> .....	7
<b>7.1 Union Health Care Trust Fund</b> .....	7
<b>7.2 Trust Fund Reports</b> .....	8
<b>7.3 Indemnification</b> .....	8
<b>7.4 Termination of Payments</b> .....	8
<b>7.5 Patient Protection and Affordable Care Act</b> .....	8
<b>SECTION 8. REGISTRY</b> .....	9
<b>8.1 Registry Services</b> .....	9
<b>8.2 Application</b> .....	9

<b>SECTION 9. LABOR -MANAGEMENT COMMITTEE .....</b>	<b>9</b>
<b>9.1 Labor-Management Committee.....</b>	<b>9</b>
<b>SECTION 10. TRAINING AND EDUCATION, SUPPLIES.....</b>	<b>10</b>
<b>10.1 Training and Education.....</b>	<b>10</b>
<b>10.2 Supplies.....</b>	<b>10</b>
<b>SECTION 11. DIRECT DEPOSIT OF PAYCHECKS.....</b>	<b>10</b>
<b>11.1 Direct Deposit of Paychecks.....</b>	<b>10</b>
<b>SECTION 12. GRIEVANCE PROCEDURE.....</b>	<b>10</b>
<b>12.1 Definition and Procedural Steps.....</b>	<b>10</b>
<b>12.2 Time Limits.....</b>	<b>12</b>
<b>12.3 Workday.....</b>	<b>12</b>
<b>SECTION 13. NO STRIKES/NO LOCKOUTS .....</b>	<b>12</b>
<b>13.1 No Strikes.....</b>	<b>12</b>
<b>13.2 No Lockouts.....</b>	<b>13</b>
<b>SECTION 14. FULL UNDERSTANDING, SAVINGS CLAUSE, TERM.....</b>	<b>13</b>
<b>14.1 Full Understanding.....</b>	<b>13</b>
<b>14.2 Savings Clause.....</b>	<b>13</b>
<b>14.3 Term.....</b>	<b>13</b>
<b>14.4 Notification.....</b>	<b>13</b>
<b>14.5 Contingency.....</b>	<b>14</b>

## INTRODUCTION

This Memorandum of Understanding, hereinafter referred to as “Memorandum” or “MOU,” is made by and between the El Dorado County In-Home Supportive Services Public Authority hereinafter referred to as the “IHSS Public Authority” or “Public Authority” and the United Domestic Workers of America, AFSCME, Local 3930, AFL-CIO hereinafter referred to as “UDWA” or “Union,” representing those Independent IHSS Providers hereinafter referred as “IHSS Providers” or “Providers” who are members of the In-Home Supportive Services Bargaining Unit.

This Memorandum constitutes the result of meeting and conferring in good faith pursuant to the appropriate provisions of the California Government Code (Section 3500 et. Se.), the California Welfare and Institutions Code (Section 12300 et. Seq.), El Dorado County Ordinance No. 4612 (Title 8, chapter 8.8 of The Code of the Count of El Dorado) and the IHSS Public Authority Employer-Employee Relations Resolution.

The Memorandum formalizes the unique relationship defined in law between the IHSS Public Authority and the Union. It is recognized by the parties that the IHSS Public Authority does not employ or manage the IHSS Provider workforce in the role of a traditional employer. IHSS Consumers retain the exclusive right to hire, terminate, train, and supervise the work of any IHSS Provider who delivers services to them. The Union and the IHSS Public Authority commit themselves in this MOU to goals that benefit both this workforce and consumers of IHSS Services.

The IHSS Public Authority and the Union recognize that, due to the nature of the relationship between them and the role of that relationship in the IHSS program, the implementation of various provisions of this Memorandum will require the assistance and cooperation of agencies that are not party to this Memorandum. The IHSS Public Authority and the Union agree to work together in good faith in order to secure the assistance of the appropriate entities when required by the provisions of this Memorandum.

It is recognized and acknowledged by the parties to this Memorandum that the IHSS Public Authority is an independent legal, entity, separate and apart from the County of El Dorado and the IHSS Public Authority has no power to bind the County to any contractual or legal obligations. Obligees of the Authority may not seek recourse against the County of El Dorado for any financial or legal obligation of the Authority. Nothing in this Memorandum is intended nor shall it be interpreted or applied to conflict with Section 8.78 of El Dorado County Ordinance 4612 as such existed on the effective date of this MOU.

## **SECTION 1. RECOGNITION**

### **1.1 Recognition**

The Public Authority recognizes the United Domestic Workers of America, AFSCME Local 3930, AFL-CIO as the exclusive representative of IHSS Providers in the County of El Dorado. This Agreement does not apply to others affiliated with, contracted by or employed by the Public Authority, including without limitation, administrative and operational staff.

## **SECTION 2. NONDISCRIMINATION**

### **2.1 Nondiscrimination**

There shall be no discrimination in the interpretation, application, or enforcement of the express terms of this MOU because of sex, race, creed color, national origin, sexual orientation, age disability or participation or non-participation in Union activities against any Provider by the IHSS Public Authority or by the Union. Neither the Public Authority nor the Union shall discriminate against any Provider because of the exercise of his or her rights pursuant to the terms of this Memorandum.

## **SECTION 3. CONSUMER RIGHTS**

### **3.1 Consumer Rights**

The parties reaffirm that under the statute and ordinance establishing the Public Authority, IHSS Consumers have the sole and undisputed right to:

- A. Hire Providers of their choice;
- B. Terminate Providers from their service, at will;
- C. Determine who may and may not enter their home and,
- D. Supervise and direct the work of the Providers who are providing services to them within the scope of authorized services.

### **3.2 Consumer Confidentiality**

The Union shall not seek information regarding the name, address, phone number or any other personal information regarding IHSS Consumers. Union representatives and IHSS Providers shall maintain strict standards of confidentiality regarding Consumers and shall not disclose personal information, obtained from whatever source, pertaining to Consumers unless disclosure is compelled by legal process or otherwise authorized by law.

### **3.3 Right to Privacy**

The Union shall not intentionally contact either the Consumer or the Provider at the Consumer's home without the express permission of the Consumer or, the express permission of the Consumer's legal guardian or legal conservator. It is recognized that the Union may, from time to time, inadvertently contact a Provider at the Consumer's home because Providers sometimes use Consumers' home addresses and/or phone number for contact purposes without informing the Union of this fact. However, once the Union becomes aware that a contact address or phone number belongs to a Consumer, the Union shall immediately comply with the provisions of this section. This section does not apply to contact with the Provider when the Provider and the Consumer share the same residence.

## **SECTION 4. MANAGEMENT RIGHTS**

### **4.1 Management Rights**

Nothing herein shall be construed to restrict the right of the Public Authority with respect to matters of general legislative or managerial policy. Except as otherwise specifically provided, nothing in this Memorandum shall be construed to limit the Public Authority's right to determine its mission; to maintain the efficiency of the Public Authority's operations; to set standards of service; to determine the methods, means, and personnel by which the Public Authority's delivery of In-Home Supportive Services are to be carried out; to take all necessary action to carry out its mission in emergencies; and to exercise complete control over its organization and the technology of performing work.

Except as otherwise specifically provided, nothing herein shall be construed to authorize the Public Authority to direct Independent Providers, to take disciplinary action as to IHSS Providers, or to relieve IHSS Providers from duty.

## **SECTION 5. UNION RIGHTS**

### **5.1 Lists and Information**

The Public Authority will provide the Union with information lists regarding represented IHSS Providers subject to the following:

- A. To the extent State and Public Authority data-processing systems permit the IHSS Public Authority shall, on a monthly basis, provide to the Union a list of all current Providers, including name, Social Security Number or other personal identification number required by the States Controller's office, address, telephone number, languages and hours worked, if available. The list shall be provided on via electronic mail in a mutually agreed upon format.

- B. The Union shall defend, indemnify, and hold harmless, release and save the Public Authority and its respective boards, directors, officer and employees from any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of or by reason of, action taken or not taken by the Public Authority or any other action alleging that the Union has misused or inappropriately disclosed Provider Social Security Number obtained from the Public Authority. The Union shall reimburse the Public Authority for all reasonable costs, including but not limited to, Attorney's fees, costs, and the staff time associated with any matter that falls within the scope of this clause.

## **5.2 Bulletin Board Space**

The Public Authority will provide bulletin board space for use by the Union, on a bulletin board located at the Public Authority Office, provided the communications displayed concerns one or more of the following subjects:

- A. Information concerning Union elections or the results thereof.
- B. Reports of official business of the Union, including reports of committees of the Union's Board of Directors.
- C. Union recreational, social and related news bulletins, scheduled meetings.

All material shall clearly state that it is prepared and authorized by the Union. All material posted shall be in good taste and shall not malign the Public Authority or its representatives. Such use shall not interfere with the legitimate needs of the Public Authority. The IHSS Public Authority reserves the right to remove any material posted in violation of the Section. If the Public Authority does remove material posted by the Union, it will notify the Union by telephone in a timely manner.

## **5.3 Official Representative, Stewards**

The Union shall provide a current Official Representatives List to the Public Authority Manager. The list shall include the name, title, telephone number, mailing address and e-mail address (when available) of the Union's official representatives, including stewards. The Union shall notify the Public Authority of any changes to the List. Official Representatives of the Union and/or stewards shall not be recognized by the IHSS Public Authority until such list or changes are provided in writing to the Public Authority, or designee of the Public Authority.

## **5.4 New Provider Orientations**

The Union may attend and make presentations at new provider group orientation subject to the following:

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

presentation shall be no longer than 30 minutes. All materials presented by the Union shall be in good taste and shall not malign the Public Authority or its representatives.

- B. Nothing in this Section is intended to abrogate the Public Authority's right to provide orientations on a drop-in basis. The Public Authority agrees to distribute a sealed packet of Union information to each Provider attending a drop-in orientation. The Union will provide information packets for this purpose. The Union likewise agrees to make materials provided by the Public Authority available at Union events.

## **5.5 Union Membership Dues Checkoff**

### **A. Purpose**

Both the Public Authority and the Union recognize the responsibility of the Union to provide fair and non-discriminatory representation to all Providers in the Unit regardless of whether they are members of the Union. 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 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 Provide 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. Deductions shall not be made if the deductions would cause the Provider's net pay to be \$15.00 or less. All other legal and required deductions have priority over Union dues or other authorized Union deductions.



**E. Dues Structure Notice**

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

**F. Indemnification**

The Union shall defend, indemnify and hold harmless, release and save the IHSS Public Authority, its officers, agents and employees, against any and all claims, demands, suits, orders, judgements or other forms of liability, or any other action, from any parties other than the Union, that shall arise out of, or by reason of the dues deduction agreement and/or other Union-related deductions from Providers' paychecks. This includes but is not limited to the collection and procedures for collection of membership dues. The Union shall reimburse the Public Authority for all reasonable costs; including, but not limited to Attorney's fees, costs, and the staff time associated with any matter that falls within the scope of this clause.

**SECTION 6. WAGES**

**6.1 Wages**

**A. Base Wage**

The base wage for Providers shall be the state or federal minimum wage, whichever is higher

**B. Wage Supplement**

Effective upon Union ratification, approval by the Public Authority Board, and approval by the State of California, the Public Authority shall supplement wages at an additional \$0.50 per hour above the Base Wage outlined above.

**6.2 Wage and Benefits Contingency**

- A. If either State or Federal participation levels are reduced or, either the State or Federal sharing formula is modified in any manner that would result in an increased cost to the Public Authority to maintain the wage and/or benefit levels described in this MOU, wages and/or benefits paid by the Public Authority will be reduced proportionately to ensure there are no additional expenses to the Public Authority. Any reductions in wages and/or benefits will remain in accordance with applicable State and Federal laws and regulations.
- B. The Public Authority shall provide to the Union a detailed written description of any adjustments to wages and/or benefits to be made pursuant to this section at least thirty (30) days prior to the effective date of such adjustments.

### **6.3 Wage Reopener**

During the term of this MOU, if either State or Federal participation levels are increased, or either the State or Federal sharing formula is modified in any manner that would result in a reduced cost to the El Dorado County Public Authority to maintain the wage and benefit levels described in the MOU or would provide additional funds at no additional cost to the County that could be used for program or benefits enhancements, the parties shall reopen negotiations regarding the issue of wages and benefits only.

## **SECTION 7. BENEFITS**

### **7.1 Union Health Care Trust Fund**

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

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

B. **Funding Mechanism:**

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

The Public Authority’s funding for the Trust for dental and vision benefits programs shall continue only to the extent that State funding equals or exceeds the amounts currently authorized in the Welfare and Institutions code. If State funding is reduced or eliminated, the Public Authority’s obligation to fund the Trust shall be reduced or eliminated in accordance with the same terms and conditions set forth in Section 6. Wages and the monthly payment shall be adjusted accordingly.

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

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

## **7.2 Trust Fund Reports**

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

## **7.3 Indemnification**

The Union shall defend, indemnify and hold harmless, release and save the Public Authority and its respective boards, directors, officers and employees from any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of or by reason of, action taken or not taken by the Public Authority or any claims or legal actions brought under this agreement. The Union shall reimburse the Public Authority for all reasonable costs; including, but not limited to Attorney's fees, costs, and the staff time associated with any matter that falls within the scope of this clause.

## **7.4 Termination of Payments**

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

## **7.5 Patient Protection and Affordable Care Act**

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

## **SECTION 8. REGISTRY**

### **8.1 Registry Services**

It is recognized that one of the Public Authority's primary missions is to provide assistance to IHSS Consumers in finding IHSS Providers through the establishment of a Registry. The operation of the Registry will be conducted in such a way as to respect the rights and needs of both Consumers and Providers. The Public Authority will adopt written procedures regarding the operation of the Registry and shall make a copy of the most current version of these procedures available to the Union.

Nothing in this Section shall be construed to limit the IHSS Public Authority's exclusive right to: list, refer with or without comments regarding training, experience and availability; suspend; or, remove an individual Provider from the Registry.

### **8.2 Application**

This Section only applies to IHSS Providers seeking employment through the Public Authority's Registry, and is not intended to abrogate in any way the right of Consumers as set forth in Section 3. Consumer Rights of the Memorandum.

## **SECTION 9. LABOR -MANAGEMENT COMMITTEE**

### **9.1 Labor-Management Committee**

In order to encourage open communication, promote harmonious relations, and resolve matter of mutual concern, the parties agree to create a Labor-Management Committee subject to the following:

- A. The committee will meet as requested by either party.
- B. The role of the Committee will be advisory in nature. The Committee will have no authority to modify this MOU. Committee meetings will not serve as a substitute for, nor will they satisfy, the parties' mutual obligation to meet and confer in good faith regarding matters within the scope of bargaining.
- C. The Labor-Management Committee will be composed of a maximum of five (5) representatives appointed by the Public Authority and a maximum of five (5) representative appointed by the Union. The Public Authority Program Manager will be one of the Committee members. At least one of the Union representatives will be a Union official. If a member of the Labor-Management Committee is unable to attend a

scheduled meeting, a substitute, designated by either the Public Authority or the Union as appropriate, may attend the meeting in his/her place.

## **SECTION 10. TRAINING AND EDUCATION, SUPPLIES**

### **10.1 Training and Education**

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

### **10.2 Supplies**

The Public Authority will purchase protective supplies, which may include but not be limited to gloves, disinfectant wipes, masks and hand sanitizers, in an amount not to exceed \$2,500 per year. Supplies will be made available to Providers upon request

## **SECTION 11. DIRECT DEPOSIT OF PAYCHECKS**

### **11.1 Direct Deposit of Paychecks**

During the term of this Agreement if the State makes the direct deposit of paychecks available to Providers, the Public Authority will work cooperatively with the State and the Union to make direct deposit available, provided such service is made available at no additional cost to the Public Authority or the Provider.

## **SECTION 12. GRIEVANCE PROCEDURE**

### **12.1 Definition and Procedural Steps**

A grievance is any dispute, which involves the interpretation or application of any provision of this Agreement excluding, however, the Introduction and those provisions of this Agreement, which specifically provide that the decision of any Public Authority official or designee, or Consumer shall be final. That interpretation or application of those provisions is not subject to the grievance procedure. The Union may represent the grievant at any stage of the process.

- A. Except as specifically provided herein, Provider participation in the grievance procedure in any capacity shall be solely on the Provider's own time, and shall not be treated as being within any Consumer's allocated service hours, or as paid tie. The Union and the Public Authority recognize that Providers and consumers are not always able to find

replacements to cover the temporary absences of Providers. Therefore, with advance approval from the Public Authority, the Consumer may accompany the provider during the processing of a grievance when the Public Authority has verified that there are no other reasonable scheduling opportunities available and the Consumer has agreed to accompany his/her Provider. Unless the Public Authority and the Union have mutually agreed in writing to the contrary, the filing and processing of a grievance shall not stay any Public Authority action.

- B. Grievances must be filed within thirty (30) calendar days of the incident or occurrence giving rise to the grievance and shall be processed in the following manner:
- Step 1 (Informal): Any Provider who believes that a provision of this Agreement has been violated shall discuss the complaint with the Public Authority Program Manager or such representative as the Program Manager may designate. A decision by the Public Authority shall be issued within ten (10) workdays following the discussion.
- Step 2 (Formal): If a grievance is not satisfactorily resolved at Step 1 above, the grievant or the Union may submit the grievance in writing to the Assistant Director of Health and Human Services within ten (10) workdays of notice of the Step 1 decision. The grievance shall state which provision of the Agreement has been violated, and the remedy sought, if any.

The Assistant Director of Health and Human Services or designee shall have ten (10) workdays in which to respond to the grievance in writing. If the Union requests a meeting with the Assistant Director of Health and Human Services or designee, such a meeting will be held. If a meeting is held, the written response shall be ten (10) workdays following the meeting.

Step 3 (Mediation): If the grievance is not resolved at Step 2, either the Union or the Public Authority may, within ten (10) workdays of receipt of the written Step 2 response, file written notification with the other party that the grievance is being advanced to Step 3, Mediation. Within twenty (20) workdays of the request for mediation, the parties shall mutually agree to a Mediator.

In the event the parties are unable to agree on a mediator within the twenty (20) workdays, the parties shall request that the State Mediation and Conciliation Service assign a mediator to assist with the processing of the grievance.

The fees and expenses of the Mediator, if any, shall be shared equally by the Union and the Public Authority.

The Mediator shall have no authority to impose a settlement of the grievance. The Mediator's comments, suggestions and recommendations, if any, shall be kept confidential. If mutually agreed by the parties, the Mediator may be requested to prepare a written report of the mediation.

Step 4 (Director): If the grievance is not resolved at Step 3, either the Union or the Public Authority may, within ten (10) workdays of the conclusion of mediation, file written notification with the other party that the grievance is being advanced to Step 4, the Director of Health and Human Services or designee.

The Director of Health and Human Services or designee shall have twenty (20) workdays in which to respond to the grievance in writing. If the Union requests a meeting with the Director of Health and Human Services or designee, such a meeting will be held. If a meeting is held, the written response shall be twenty (20) workdays following the meeting.

The decision of the Director of Health and Human Services shall be the final administrative remedy. Nothing in this MOU shall preclude either party to a grievance from pursuing legal action once his/her administrative remedies have been exhausted.

## **12.2 Time Limits**

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure. If the grievant or the Union fails to file or advance a grievance within the above specified time limits, the grievance shall be forfeited. If the Public Authority fails to respond within the above-specified time limits, the grievant or the Union, whichever is appropriate, may advance the grievance to the next Step.

The Union and the Public Authority may agree to waive the time limits for the processing of a grievance. Such waivers shall be in writing and shall be for a specified period of time.

## **12.3 Workday**

For the purposes of the above-described grievance procedures, a "workday" shall be defined as a day that the County's Administrative Offices are open to the public.

# **SECTION 13. NO STRIKES/NO LOCKOUTS**

## **13.1 No Strikes**

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

## **13.2 No Lockouts**

During the term of the Memorandum and any subsequent negotiation for a successor agreement, the Public Authority agrees not to engage in a lockout of Providers who are covered by the MOU or take any other concerted action to prevent Providers from working or being paid for work already performed. The number of hours to be worked by an individual IHSS Provider shall be determined solely by agreement between the Provider and the appropriate Consumer; subject only to the limitations imposed by the number of the Consumer's authorized hours.

## **SECTION 14. FULL UNDERSTANDING, SAVINGS CLAUSE, TERM**

### **14.1 Full Understanding**

The Public Authority and the Union agree that the Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights and agrees that the other party shall not be required to meet and confer during the term of this Agreement with respect to any matter covered herein, except regarding the interpretation of this Memorandum of Understanding. Nothing in this Section is intended to prevent the Public Authority and the Union from meeting and conferring during the term of this agreement regarding matters covered herein upon the mutual agreement of the parties to do so.

### **14.2 Savings Clause**

Should any section, clause or provision of this Agreement be declared illegal, unlawful or unenforceable by final judgment of a court of competent jurisdiction, such invalidation of such section, clause, or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of the Agreement. If any Article, section, clause or provision of the Agreement operate to withhold or prohibit the receipt of any State or Federal funds, such Article, section, clause, or provision shall be suspended to the extent that the Article, section, clause, or provision operates to withhold or prohibit the receipt of such funds. Should any provision of this Agreement be invalidated as described above, the Public Authority and the Union agree to meet and confer for the sole purpose of developing a mutually acceptable replacement provision.

### **14.3 Term**

The term of this Memorandum of Understanding shall be from July 1, 2017 through December 31, 2024.

### **14.4 Notification**



In the event either party desires to begin negotiations for a successor Memorandum of Understanding (MOU), either party may serve on the other a written request to commence negotiations for a successor MOU.

**14.5 Contingency**

All other terms and conditions of this MOU notwithstanding, it is expressly understood and agreed upon by the parties that if during the term of this agreement, the legal requirement that counties provide for an employer of record for independent IHSS Provider is either eliminate or made optional to the counties by any change in law or judicial decision, this MOU shall become null and void upon formal action by the County of El Dorado Board of Supervisors to eliminate the Employer of Record within the County of El Dorado. The Public Authority will provide the Union with no less than thirty (30) days advance written notice of intended action by the Board of Supervisors.

**FOR THE PUBLIC AUTHORITY:**

  
\_\_\_\_\_  
Brian Veerkamp, Chair  
Board of Supervisors, County of El Dorado

**FOR THE UNION:**

\_\_\_\_\_  
Doug Moore, Executive Director, UDW

\_\_\_\_\_  
Editha Adams, President, UDW

\_\_\_\_\_  
Dwane Camp, Jr. Lead Negotiator, UDW

\_\_\_\_\_  
Bargaining Team Member

\_\_\_\_\_  
Bargaining Team Member

Date: 2-11-20

Date: \_\_\_\_\_

In the event either party desires to begin negotiations for a successor Memorandum of Understanding (MOU), either party may serve on the other a written request to commence negotiations for a successor MOU.

**14.5 Contingency**

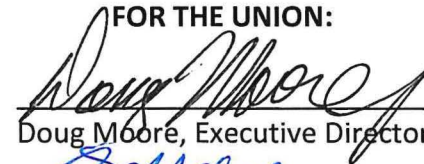
All other terms and conditions of this MOU notwithstanding, it is expressly understood and agreed upon by the parties that if during the term of this agreement, the legal requirement that counties provide for an employer of record for independent IHSS Provider is either eliminate or made optional to the counties by any change in law or judicial decision, this MOU shall become null and void upon formal action by the County of El Dorado Board of Supervisors to eliminate the Employer of Record within the County of El Dorado. The Public Authority will provide the Union with no less than thirty (30) days advance written notice of intended action by the Board of Supervisors.

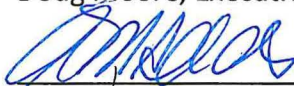
**FOR THE PUBLIC AUTHORITY:**

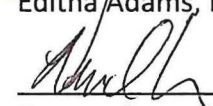
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

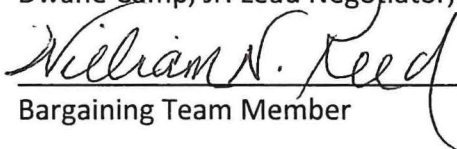
Date: \_\_\_\_\_

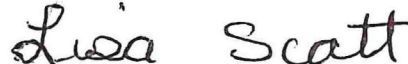
**FOR THE UNION:**

  
\_\_\_\_\_  
Doug Moore, Executive Director, UDW

  
\_\_\_\_\_  
Editha Adams, President, UDW

  
\_\_\_\_\_  
Dwane Camp, Jr. Lead Negotiator, UDW

  
\_\_\_\_\_  
William N. Reed  
Bargaining Team Member

  
\_\_\_\_\_  
Lisa Scott  
Bargaining Team Member

Date: 1/17/2020