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AGREEMENT

BETWEEN

SACRAMENTO COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY

AND

SERVICE EMPLOYEES INTERNATIONAL UNION,

LOCAL 250, HEALTH CARE WORKERS UNION, AFL-CIO

COVERING

IN-HOME SUPPORTIVE SERVICES UNIT

2001 - 03

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PREAMBLE

This AGREEMENT is entered into by the SACRAMENTO COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY, hereinafter referred to as the Public Authority, and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 250, HEALTH CARE WORKERS UNION, AFL-CIO, hereinafter referred to as the Union.

ARTICLE I RECOGNITION

1.1 RECOGNITION

The Public Authority recognizes the Union as the exclusive representative of IHSS independent providers in the County of Sacramento. 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.

ARTICLE II UNION RIGHTS

2.1 LIST AND INFORMATION

a. The Public Authority shall, on a monthly basis, provide the Union a list of all providers including name, address, telephone number, social security number and hours worked, if available. The list shall be provided in a mutually agreed upon format.

b. The Union shall defend, indemnify, and hold harmless the Public Authority and their respective boards, directors, officers and employees from any and all claims, demands, suits or any other action arising from disclosure to the Union of any and all IHSS provider information.

c. The Public Authority will include official Union notices in mailings to the bargaining unit from the Public Authority, if the Union provides such notices to the Public Authority ten (10) days prior to the mailing date and if the Union reimburses any additional mailing costs to the Public Authority, in the event that Union materials increase those costs. The Union will similarly accommodate the Authority in its mailings.

d. The Public Authority will provide a bulletin board at its office for use by the Union, provided the communications displayed are related to official organization business, such as times and places of Union membership meetings.

2.2 OFFICIAL REPRESENTATIVES AND STEWARDS

a. The Union shall notify the Public Authority of their official representatives, including stewards, and changes in such representatives. The official representatives and stewards shall not be recognized by the Public Authority until such list or changes are received by the Executive Director of the Public Authority and the Director of Labor Relations.

b. At such time as the Public Authority conducts new provider orientation, the Union shall have a role in orientations to inform new providers about the Union.

2.3 UNION MEMBERSHIP AND 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. Agency shop shall be implemented in the providers of In-Home Supportive Services 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 an agency shop. Such election shall be conducted in accordance with procedures established by the SMCS. The agency shop election and the contract ratification election shall be conducted concurrently in one mailing with separate color-coded ballots to be returned in one envelope. The costs of such election shall be equally shared between the parties.

c. If such election is certified, providers who are authorized to work seventeen (17) or more hours per month must either become and remain members of the Union and pay Union dues, or pay an agency fee to the Union in an amount which does not exceed that which may be lawfully collected. 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 forty-five (45) 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. Providers who may qualify as conscientious religious objectors must present a written declaration to the Union and Public Authority that he/she is a member of a bona fide religion, body, or sect which has historically held a conscientious objection to joining or financially supporting any employee organization as a condition of employment; and pay a sum equal to the agency fee to one of three non-religious, non-labor, tax exempt charities agreed to by the parties.

d. The Union shall indemnify, defend, and hold the Public Authority harmless against any and all claims, demands, suits, orders, or judgements, or any other forms of liability that arise out of or by reason of this article, or action taken or not taken by the Public Authority under this article. This includes, but is not limited to, the Public Authority's attorney fees and costs.

e. The individual provider's earnings must be sufficient after required federal and state deductions are made to cover the amount of dues or agency shop fees, subject to the following limitations:

1. When an individual provider is in a non-pay status for an entire pay period, no dues payment or agency shop fee will be withheld or due for that pay period.
2. When an individual provider is authorized less than seventeen (17) hours during any pay period, no dues payment or agency shop fee will be withheld or due for that pay period.
3. All required federal and state deductions shall have priority over Union dues and agency shop fees.

The Public Authority and the Union will cooperate in the implementation and subsequent administration of this section.

f. No later than thirty (30) days after the effective date of this Agreement, the Public Authority shall mail to each provider subject to this Agreement a notice advising providers that there is an agency shop agreement with the Union and that all providers 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 objection. The agreed-upon agency shop/union membership form will be included.

g. The Public Authority shall provide the above information concerning the agency shop, including the agreed-upon agency shop/union membership form, to all new providers covered by this Agreement after the effective date of the Agreement.

ARTICLE III MANAGEMENT RIGHTS

3.1 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.

ARTICLE IV GENERAL PROVISIONS

4.1 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. Remove providers from their service at will;
3. Determine in advance and under all circumstances who can and cannot enter their home; and
4. Supervise and direct the work of providers providing services to them within the scope of authorized services.

4.2 CONSUMER CONFIDENTIALITY – RIGHT TO PRIVACY

The Union shall neither seek nor receive 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.

4.3 NON-DISCRIMINATION

There shall be no discrimination in the interpretation, application, or enforcement of the express terms of this Agreement because of sex, race, creed, color, national origin, sexual orientation, age, disability, or Union activities against any provider by the Public Authority or the Union.

4.4 NO WORK STOPPAGES

During the term of this 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 any duties.

4.5 LIABILITY OF PUBLIC AUTHORITY

The Public Authority is an independent legal entity, separate and apart from the County of Sacramento. The Public Authority has no power to bind the County to any contractual or legal obligations. Nor may the obligees of the Public Authority seek recourse against the County of Sacramento for any financial or legal obligation of the Public Authority.

4.6 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.

ARTICLE V GRIEVANCE PROCEDURE

5.1 DEFINITION AND PROCEDURAL STEPS

a. A grievance is any dispute which involves the interpretation or application of any provision of this Agreement excluding, however, those provisions of this Agreement which specifically provide that the decision of any 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 within any recipient'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 or pendency of a grievance shall not delay or interfere with any Public Authority action while the grievance is being processed.

c. Grievances must be filed within ten (10) days of the incident or occurrence about which the grievant claims to have a 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

Executive Director or such representative as the Director 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 in Step 1 above, the Union may submit the grievance in writing within ten (10) days of notice of the Step 1 decision to the Director of Labor Relations. The grievance shall state which provision of the Agreement has been violated, and the remedy sought, if any.

f. The Director of Labor Relations 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 Labor Relations or designee, such a meeting will be held. If a meeting is held, the written response shall be ten (10) days after the meeting.

g. Step 3 (Arbitration): No grievance may be processed under this section which has not first been filed and investigated in accordance with Step 2 above and filed within ten (10) days of the written response of the Director of Labor Relations 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 Labor Relations. Within twenty (20) days of the request for arbitration, the parties shall mutually select an arbitrator.

h. 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. The parties shall alternately strike names from the list until one (1) arbitrator's name remains. 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.

i. 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.

5.2 SCOPE OF ARBITRATION

a. The decision of the arbitrator shall be final and binding.

b. 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.

5.3 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, but with the written consent of all parties, the time limitation for any step may be extended.

ARTICLE VI WAGES

6.1 WAGES

a. The initial wage adjustment for providers shall be an increase to \$7.50 per hour on the first of the month following State approval of the Public Authority rate and completion of required State programming of Case Management Information and Payrolling System (CMIPS) to reflect such wage increase.

- b. 1. The wage for providers shall be increased to \$8.50 per hour no earlier than October 1, 2001, only if all of the following have occurred:
 - (a) there is availability of State funding for the wage increase;
 - (b) the State sharing ratio for that increase equals or exceeds that identified in the Welfare and Institutions Code as of the effective date of this Agreement;
 - (c) the County and State approve the Public Authority rate;
and
 - (d) the State completes the required state programming of the CMIPS to reflect such wage increase.
2. If the State approves an amount less than the full funding, the County's financial contribution is capped at a level determined by the current state/federal/county shares of IHSS provider wages. Should the State's sharing ratio of the IHSS wages be reduced, then the County's overall contribution will not increase, rather the IHSS provider wages will be adjusted to reflect the reduced State contribution.
3. The wage increase shall be effective on the first of the month following completion of all of the above conditions.

- c. 1. The wage for providers shall be increased to \$9.50 per hour no earlier than October 1, 2002, only if all of the following have occurred:
 - (a) there is availability of State funding for the wage increase;
 - (b) the State sharing ratio for that increase equals or exceeds that identified in the Welfare and Institutions Code as of the effective date of this Agreement;
 - (c) the County and State approve the Public Authority rate; and
 - (d) the State completes the required state programming of the CMIPS to reflect such wage increase.
2. If the State approves an amount less than the full funding, the County's financial contribution is capped at a level determined by the current state/federal/county shares of IHSS provider wages. Should the State's sharing ratio of the IHSS wages be reduced, then the County's overall contribution will not increase, rather the IHSS provider wages will be adjusted to reflect the reduced State contribution.
3. The wage increase shall be effective on the first of the month following completion of all of the above conditions.

d. It is also understood and agreed that the implementation of any new Public Authority rate may involve delays due to County and State approvals, or to State payroll issues, none of which are within the control of the Public Authority.

ARTICLE VII HEALTH BENEFITS

7.1 HEALTH BENEFITS

a. If Kaiser presents a health plan acceptable to both parties at a rate of \$167 or less, the Public Authority will enter into an agreement with Kaiser at the earliest possible date and will make every effort for the plan to be effective no later than October 1, 2001. If agreement on the Kaiser plan is reached, Subsections b. and c. shall have no application and the terms and conditions of Subsections d., e., and f. shall apply. If agreement on the Kaiser plan is not reached, the matter shall not be subject to the grievance procedure, and Subsections b. – f. shall apply.

b. The parties agree to establish a Labor-Management Health Benefits Committee to study health benefit options for providers. Upon completion of the study, the parties will negotiate the type of health care plan and benefit levels.

c. The parties will make every effort for the health care plan to be effective no later than October 1, 2001. If agreement is reached, it shall be subject to terms and conditions of Subsections d., e., f., and shall become an addendum to this Agreement. If agreement is not reached, the matter shall not be subject to the grievance procedure.

d. Providers are eligible for health benefits under the following conditions:

1. Provider is authorized 85 or more hours per month for a period of three consecutive months.
2. Eligibility for the benefits will continue if the provider is authorized 85 hours at least one out of three consecutive months. If a provider does not continue to meet eligibility requirements in one out of three consecutive months, he/she will no longer receive benefits and will have to requalify in accordance with Subsection 1. above.

e. In the first year of health care plan coverage, the Public Authority shall contribute up to \$160 per month for each eligible provider who selects the approved health care plan. In the second year of health care plan coverage, the Public Authority shall contribute up to \$180 per month. If the cost of the plan exceeds the Public Authority contribution, the provider shall pay the additional cost. Notwithstanding Subsection c., no more than 3,188 providers shall be entitled to participate in the health care plan at the same time.

f. The Public Authority contribution for health benefits shall continue only to the extent that State funding equals or exceeds that currently authorized in the Welfare and Institutions Code. The Public Authority shall not be obligated to provide health benefit contributions should the State contribution be reduced or eliminated for any reason.

ARTICLE VIII REGISTRY

8.1 REGISTRY SERVICES

a. It is recognized that one of the Public Authority's primary missions is assuring registry services to facilitate the referral of providers for recipients to consider for hiring.

b. The Public Authority and the Union will meet and confer regarding those registry matters which impact provider conditions of employment. The Public Authority shall have the right to implement the registry services thirty (30) days after notification to the Union of the registry.

8.2 APPEAL PROCESS

a. The Public Authority retains the exclusive right to list, refer with or without comment, suspend, or remove an individual provider from the registry. The individual provider will receive written notice from the Public Authority upon such decision. A copy of the written notice will be sent to the Union. The Union or the provider may file a written appeal for such refusal to list, referral with comment, suspension, or removal from the registry to the Executive Director of the Public Authority within ten (10) days after notice of the decision.

b. The Union may appeal through Step 2 of the grievance procedure of the Agreement. The Step 2 decision will be final and binding. The Union shall not have the right to refer the matter to binding arbitration.

ARTICLE IX LABOR-MANAGEMENT COMMITTEE

9.1 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. The committee will be governed by the following:

1. The committee will meet every month or as mutually agreed to by the parties.
2. The topics for such meetings may include, but not limited to, mutual respect, payroll problems, health and safety issues, and training and education.
3. The agenda for each meeting will be decided seven days in advance of the meeting, unless otherwise mutually agreed to by the parties.
4. The committee will be composed of three (3) representatives appointed by the Public Authority and three representatives appointed by the Union.

**ARTICLE X
TERM**

10.1 TERM

This Agreement shall remain in full force and effect from the date of ratification by the Public Authority Governing Board to and including June 30, 2003.

Date: _____

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 250
HEALTH CARE WORKERS UNION,
AFL-CIO

SACRAMENTO COUNTY
IN-HOME SUPPORTIVE SERVICES
PUBLIC AUTHORITY

Sal Rosselli
President

Bernadette Lynch
Executive Director

Rosario Arias
Negotiating Committee Member

Steve Lakich
Director of Labor Relations

John W. Bell
Negotiating Committee Member

Rick Simonson
Negotiating Committee Member

Paulette Bell
Negotiating Committee Member

Elizabeth Foster-Ward
Negotiating Committee Member

Mary Ruth Gross
Homecare Division Co-Director

Russ Fehr
Negotiating Committee Member

Ricardo Hagen
Negotiating Committee Member

Linda Eto
Negotiating Committee Member

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 250
HEALTH CARE WORKERS UNION,
AFL-CIO

SACRAMENTO COUNTY
IN-HOME SUPPORTIVE SERVICES
PUBLIC AUTHORITY

Thelma Lee
Negotiating Committee Member

Michael Murphy
Negotiating Committee Member

Lena Matt
Negotiating Committee Member

Joe Barba
Negotiating Committee Member

Nancy Nielsen
Negotiating Committee Member

Daniel Rose
Negotiating Committee Member

Jane Rothermel
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Doris Sanford
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Dana Simon
Homecare Division Co-Director

Terry Tillery
Negotiating Committee Member