

MEMORANDUM OF UNDERSTANDING
BETWEEN
TEHAMA COUNTY IHSS PUBLIC AUTHORITY
AND
CALIFORNIA UNITED HOMECARE WORKERS UNION (CUHW)

JANUARY 1, 2012 THROUGH APRIL 30, 2012

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MEMORANDUM OF UNDERSTANDING
between
TEHAMA COUNTY IHSS PUBLIC AUTHORITY
and
CALIFORNIA UNITED HOMECARE WORKERS UNION (CUHW)
2012

ARTICLE I **PREAMBLE**

This Memorandum of Understanding, hereinafter referred to as "Memorandum" or "MOU", is made by and between the Tehama County In Home Supportive Services Public Authority (hereinafter referred to as the Public Authority) and the California United Homecare Workers Union (CUHW), Local 4034, SEIU/AFSCME hereinafter referred to as "Union", representing those Independent IHSS Care Providers who are members of the Tehama County IHSS Care Provider Unit. This agreement shall be in compliance with the Public Authority's Employer-Employee Relations Resolution except as otherwise provided in Sections 12300 and 12301.6 of the State of California Welfare and Institutions Code as amended. The Union and the Public Authority acknowledge that the relationship between the Public Authority and the Providers in the Tehama County Care Provider Unit, who are Individual Providers, is governed by State law, specifically Welfare and Institutions Code Section 12301.6, that this relationship is unique, in that the Public Authority does not employ or manage the IHSS Care Providers in the role of a traditional employer and that the IHSS Recipients (Consumers) remain the employer for the purposes of hiring and firing, training and supervising the work of any Individual Provider providing services to them.

ARTICLE II **NON DISCRIMINATION**

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 Tehama County IHSS Public Authority or the Union.

ARTICLE III **PUBLIC AUTHORITY RIGHTS**

Unless otherwise specified in this Memorandum of Understanding the Public Authority retains the exclusive right to determine the merits, necessity or organization of any service or activity and to determine the methods, means and personnel by which its operations are to be conducted; to determine its mission, and that of any constituent subsections, committees, and other related work groups to add or delete names of IHSS Care Providers to and from the Registry, and to take all necessary actions to carry out its mission in emergencies.

Nothing herein shall limit the authority of the Public Authority to make necessary changes to carry out its operations during an emergency. The Public Authority shall notify the Union of the nature of the emergency and of any necessary changes as soon as possible. "Emergency" is defined as an unforeseen event caused by forces beyond the control of the Public Authority, involving a reasonable likelihood that harm would be experienced unless immediate action is taken. Emergency action under this Article shall not extend beyond the period of the emergency. The Union shall be notified as soon as the emergency is resolved.

ARTICLE IV LIMIT OF LIABILITY

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

ARTICLE V UNION RECOGNITION

Section 1 Recognition

Pursuant to the provisions of the Public Authority's Employer-Employee Resolution, Tehama County Ordinance No. 1786 establishing the Public Authority, and applicable State law, the California United Home Care Workers Union, Local 4034, SEIU/AFSCME (Union) was certified on October 20, 2009 as a result of a Provider representation election. The Public Authority hereby recognizes the Union as the sole and exclusive representative of Providers in the Tehama County In-Home Supportive Services Workers Unit covered by this Memorandum of Understanding. The Union agrees that it has the duty to provide fair and non-discriminatory representation of all In-Home Supportive Services Workers (who may be referred to as "Individual Providers" or "Independent Providers") covered by this MOU, regardless if they are members of the Union. This agreement does not apply to others affiliated with or employed by the IHSS Public Authority, including without limitation, administrative and operational staff.

Section 2 Officials and Representatives

The Union shall provide a current Official Representatives List to the Public Authority Director. This list shall include the name, title, telephone number, mailing address and e-mail address of the Union's official representatives. The Union shall notify the Public Authority Director of any changes to the list. The Public Authority shall not recognize the official Union representatives until such a list is provided to the Public Authority.

Director. The Public Authority shall not recognize changes to the list until such changes are provided to the Public Authority Director in writing.

The Public Authority agrees to admit to its Tehama County office, the authorized Union representative for purposes of adjusting grievances and conducting other legitimate, appropriate Union business related to enforcing and monitoring this agreement, provided that the Union representative has first contacted an official of the Public Authority and secured his/her approval to enter the office. The Union shall notify the Public Authority Director of the names of its authorized representatives and access shall be limited to these persons.

Section 3 Agency Shop (Provider approved 12/21/2010)

The Agency Shop provisions contained in this Article shall only go into effect if a majority of voting eligible Unit members in the Agency Shop election approve. The Union agrees that it has a duty to provide fair and non-discriminatory representation to all Providers in the unit regardless of whether or not they are members of the Union.

To determine whether Providers in the Unit wish to be covered by an agency shop provision, an election will be conducted simultaneously with the ratification vote on this MOU. The contract ratification agreement and agency shop ballot will be mailed in the same envelope. The election will be conducted under the auspices of the California State Mediation and Conciliation Service using a mail ballot. The ballot will include the standard agency shop language provided by the State Mediation and Conciliation Service. Providers eligible to vote in this election shall be all Providers paid on the most recent payroll prior to the election date for which data is available. Determination of the election shall be made by a majority vote of all those voting. The cost of this election shall be borne by the Union.

- (1) If such an election in favor of Agency Shop is certified by the State Mediation and Conciliation Service, all Independent Providers covered by this MOU shall either:
 - (a) Become and remain a member of the Union; or
 - (b) Pay to the Union an agency fee in an amount that does not exceed an amount that may be lawfully collected under applicable laws; or
 - (c) Implement both of the following:
 1. Execute a written declaration that the Provider is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
 2. Pay a sum equal to the agency shop fee described above to a non-religious, non labor, charitable fund chosen by the Provider from among

mutually agreed upon charities in advance. The charitable organizations are as follows:

- a) St. Elizabeth Hospice
- b) PATH
- c) United Way

- (2) It shall be the sole responsibility of the Union to determine a service fee which meets the above criteria. The Union shall provide the Public Authority Director with a copy of the Union's agency fee procedure and each revision thereof, and shall provide notice of said procedure to bargaining unit members as required by all applicable laws. Failure by a Provider to invoke the said procedure within one month after actual notice shall be a waiver by the Provider of his/her right to contest the amount of the agency fee, unless otherwise required by law.
- (3) The Union shall provide the Public Authority Director with copies of the financial report required pursuant the Labor Management Disclosure Act of 1959. Such report shall be available to Providers in the unit within sixty (60) days after the end of the fiscal year.
- (4) Such dues or fees shall be deducted from the Provider's paycheck on a semi-monthly basis starting the first day of the month following the completion of thirty (30) days of employment, subject to the limitations and practices of the California State payroll system. This provision shall become effective the first day of the month following thirty (30) days after certification.
- (5) The Provider's earnings must be sufficient after required deductions are made to cover the amount of dues or agency shop fees. When a Provider is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. All required deductions have priority over Union dues and agency shop fees.
- (6) New Providers covered by this agreement shall, within thirty (30) calendar days of employment execute an authorization for payroll deduction for Union dues, an agency fee or if eligible, a charitable contribution, pursuant to this section. The required dues or service fee shall be deducted from each bargaining unit Provider's paycheck as designated by the Union starting within thirty (30) days of employment.
- (7) The Union shall provide the Public Authority Director with the appropriate fair share membership form for distribution to all new IHSS Providers who become covered by this MOU after the effective date of the MOU.
- (8) The Union shall defend, indemnify and hold harmless the IHSS Public Authority and the County of Tehama, its officers and employees, from any claims, demands, suits, orders, or judgments, or any other forms of liability that arise out of or in

connection with the Agency Shop Agreement or action taken or not taken. This includes, but is not limited to, the County's and the Public Authority Attorney fees and costs, by the County or the Public Authority under this section, or from any parties other than the Union arising from the agreement and/or other Union related deductions from Providers' paychecks.

Section 4 Dues Deduction

The Union has the exclusive privilege of dues deduction for all IHSS Providers covered by this Agreement. The Public Authority will work collaboratively with the Union and the State Controller to request the deduction of said dues, fees and/or assessments including the voluntary deduction by Providers to the Union's COPE/PEOPLES fund subject to the payroll practices and limitations of the State and provided that the Providers have signed an authorization card. The Union shall be solely responsible for payment to the State of any expenses related to the administration of these deductions.

The Union shall indemnify, defend, and hold harmless the State of California, Tehama County, and the Public Authority, and their officers, employees and agents against any claim made and against any suit initiated against one or more of them involving payroll deductions of payroll dues, premiums or other Union-related deductions or lack thereof.

Section 5 Printing of Memorandum of Understanding

The Union and the Public Authority shall individually bear the per unit cost of printing copies of the MOU for distribution by the respective party to management and Providers.

Section 6 Information

The Public Authority shall endeavor on a monthly basis to provide to the Union a list of current Providers including name, address, telephone number, unique identifier recognized by the State of California IHSS Payroll System, authorized hours and hours worked if available. The list will be provided via electronic mail in an agreed upon format.

ARTICLE VI BULLETIN BOARDS

The Public Authority will endeavor to furnish for the use of the Union a secure bulletin board at the Public Authority Registry office or other suitable site. The bulletin board space shall be used only for the following subjects:

1. Information concerning Union elections or the results thereof.
2. Reports of official business of the Union, including reports of committees of the Union's Board of Directors.

3. Union recreational, social and related news bulletins, scheduled meetings.

All materials shall clearly state that it is prepared and authorized by the Union. The Union agrees that notices posted on the bulletin board shall not contain anything that may reasonably be construed as maligning the Public Authority, its staff, Tehama County representatives or the Board of Supervisors.

ARTICLE VII REGISTRY SERVICES

It is recognized that one of the Public Authority's Registry's primary missions is to provide Registry services to facilitate the referral of Providers for consumers to consider for hiring. The operation of the Registry will be conducted in a manner that will respect the rights and needs of consumers and Providers. The Tehama County IHSS Public Authority retains the exclusive right to list, refer with or without comment, suspend or remove an individual from the Registry.

Appeal Process

The appeal process contained herein is only applicable to Individual Providers who are employed by IHSS Consumers. Those individuals desiring to be placed on the Registry but who have not yet been employed by a consumer are not eligible to utilize the appeal process.

The IHSS Public Authority Registry will give written notice to any Individual Provider of any adverse decision affecting the Provider position on the Registry. Such notice shall inform affected Provider of his/her right to file an appeal, his/her right to Union representation and the contact number for the Union. The Provider may file a written appeal for such adverse decision to the Tehama County IHSS Public Authority Registry Manager within fourteen (14) days after the notice of decision. The Provider may submit any additional relevant evidence or statements along with the appeal. Public Authority Registry staff will review the appeal and respond in writing within ten (10) calendar days. A copy of the written decision will be sent to the Union. If the decision is not satisfactory to the Individual Provider he/she may appeal to the Public Authority Director. The appeal must be in writing and received by the Director within ten (10) calendar days. The Director will make a decision within twenty (20) days. The decision will be mailed to the Provider and the Union and will be final and binding.

ARTICLE VIII CONSUMER RIGHTS AND CONFIDENTIALITY

Consumers have the sole and undisputed right to hire, train and supervise the work of any IHSS Care Provider and to terminate any IHSS Care Provider without cause and without notice. Consumers shall retain their right to direct services rendered by the IHSS Care Provider as set forth in the Welfare and Institutions Code.

The Union shall not seek information regarding the name, address, phone number or any other personal information regarding consumers. Union representatives and IHSS Care Providers shall maintain strict standards of confidentiality regarding consumers and shall not disclose personal information obtained, from whatever source, pertaining to consumers unless disclosure is compelled by legal process or otherwise authorized by law. If consumer information is disclosed pursuant to this section, the consumer and the Public Authority shall be notified of such release or disclosure immediately.

The Union shall have no contact with the consumer or the Provider at the consumer's home without the express permission of the consumer. This section does not apply to contact with the Provider when the Provider and the consumer share the same residence.

ARTICLE IX PROVIDER RIGHTS AND RESPONSIBILITIES

Section 1 Provider Rights

Providers have the right to decline or terminate employment at any time and for any reason. The Union and the Public Authority encourage Providers to provide at least two weeks notice to consumers if possible and to the Public Authority IHSS Registry to enable the consumer to retain a replacement.

Section 2 Provider Responsibilities

It shall be the responsibility of every Provider of In-Home Support Services in Tehama County to:

- A. Perform authorized tasks only. The IHSS program does not compensate Providers for non-authorized tasks, nor will the Provider be covered by Workers' Compensation Insurance if injured while performing unauthorized work.
- B. Submit accurate, legible and timely time sheets. It is the Provider's responsibility to keep payroll stubs for their own personal records.
- C. Immediately report on-the-job injuries to the Social Worker.
- D. Report to work alone and not bring to the consumer's home children, or family members during IHSS authorized work hours unless preauthorized by the consumer.
- E. Maintain confidentiality and not divulge consumer information with anyone other than the Public Authority and Tehama County IHSS staff. Providers are bound by Section 10850 of the Welfare and Institutions Code, as well as other state and federal confidentiality laws. These codes prohibit disclosure of a consumer's name, personal data, medical conditions or any other information about an IHSS consumer.

F. Immediately report by telephone or as soon as practicably possible to either the Tehama County Adult Protective Services (APS) or local law enforcement any incident of elder and dependent adult abuse. Providers are considered “mandated reporters” under Section 15630 (a) of the Welfare and Institutions Code. Any knowledge of an incident that reasonably appears to be physical abuse, abandonment, abduction, isolation, financial abuse, or neglect (including self-neglect) or reasonably suspects such abuse shall immediately report the incident.

The Provider shall also submit a written report to either APS or local law enforcement within two working days. Failure to report is a misdemeanor, punishable by a fine, jail or both.

G. Offer and perform services without discrimination based on race, religion, religious creed, ancestry, color, national origin or ethnic group identification, sex, age, marital status, sexual orientation, medical condition or physical or mental disability.

H. Notify the consumer in a timely manner of any absences, time off or changes in work.

ARTICLE X ORIENTATIONS

The Tehama County Public Authority conducts State mandated orientations according to California State legislation for In-Home Support Providers on an as needed basis. The Public Authority will distribute Union provided materials at orientation sessions. The Union agrees that the material shall not contain anything that may reasonably be construed as maligning the Public Authority, its staff, Tehama County representatives or the Board of Supervisors.

ARTICLE XI TRAINING

Section 1 Public Authority Training

Consistent with California Welfare and Institutions Code Section 12301.6, the Public Authority will provide access to training for IHSS Care Providers and consumers, providing adequate funding is made available to the Public Authority. Trainings shall be on the Provider's time and not compensated by the Public Authority.

Section 2 Union Training

The Union may also develop and present training programs to assist Individual Providers in their work on behalf of IHSS recipients/consumers. Those choosing to attend such training shall do so on their own time. In addition, the Public Authority will distribute appropriate training material prepared by the Union and supplied to the Public Authority for its' training classes.

ARTICLE XII TRANSPORTATION

Personal Vehicles

The Public Authority (Employer of Record for Tehama County) shall notify Providers in writing that they are not required as a condition of employment to use their personal vehicles for transportation or other services for consumers.

ARTICLE XIII DIRECT DEPOSIT

In order to ensure that Providers receive their paychecks in a timely manner and to avoid late paychecks, missing paychecks and delayed or lost mail, the Union and the Public Authority urge Providers to participate in the direct deposit program administered by the State Controller's Office. This service is optional and made available at no additional cost to the Public Authority or the Provider.

ARTICLE XIV PAYROLL

The Public Authority has no control over payroll problems that may arise from time to time. Provider time cards are not submitted to the Public Authority, and the State Controller's Office issues the paychecks. The Public Authority will work with the Union on payroll issues under the Public Authority's Direct Deposit Proposal.

ARTICLE XV WAGE AND WAGE CONTINGENCY

The following wages shall be applied to Individual Providers:

Section 1 Wages

Wage upon approval by State of California	\$8.40/hour
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Section 2 Wage Contingency

- A. The uncertainty of the levels and continuation of state and federal funding for IHSS program requires that the Public Authority and the County protect its other programs and services from sudden revenue shifts. Contract commitments to the IHSS program could result in a substantial unfunded liability if the levels of state and federal participation change. Due diligence requires that the County and the Public Authority protect their fiscal interests in this regard.

- B. Notwithstanding any change to federal or state law or application thereof during the term of the agreement, the County and/or Public Authority's obligation to contribute toward wage costs shall not exceed 17.5% of such costs under any circumstances. Within 15 days of notification of any such change the parties will meet and consult on the impact of such changes, provided that the County and/or Public Authority may implement immediate reductions to ensure that the 17.5% cap is not exceeded without awaiting the commencement or conclusion of such meet and consult process. This Subsection shall not be construed to limit any provision of Subsection (c).
- C.
1. If during the term of this Memorandum of Understanding, the Public Authority and/or County determines that state or federal participations levels are reduced, or the state or federal sharing formula is modified in a way that would result in an increased cost to the County and/or Public Authority to maintain the wage level described in this MOU, then wage levels will be reduced by an amount and in the manner determined by the Public Authority and/or County to be necessary to keep the total costs to the County and/or the Public Authority the same as such cost that existed on the day prior to the effective date of such reduction or modification. Such reduction shall be effective on the date the reduction or modification in funding is effective. Within 15 days of notification of any such change the parties will meet and consult on the impact of such changes, provided that the County and/or Public Authority may implement immediate reductions in accordance with this Paragraph (c)(1) without awaiting the commencement or conclusion of such meet and consult process.
 2. If during the term of this Memorandum of Understanding, the Social Services realignment base is reduced below the base for the previous year, determined from January to December, or the funding received by the County for Social Services realignment base is reduced below the base for the previous year, determined from January to December, then wage levels will be reduced, effective the following July 1st, by an amount and in the manner determined by the Public Authority and/or County to be necessary to keep the total costs to the County and/or the Public Authority within the amount of funding received by the County for Social Services realignment base. No wage level reduction under this Paragraph (c)(2) shall be made effective prior to July 1, 2011. The parties will meet and consult on the impact of such wage level reduction, provided that the County and/or Public Authority may implement such reduction effective July 1 without awaiting the conclusion of such meet and consult process.
- D. As used in this Section, "wages," "wage costs," and "wage levels" include wages, benefits, payments of any nature, employment taxes, and administrative costs.

ARTICLE XVI GRIEVANCE PROCEDURE

Definition

A grievance is any dispute which involves the interpretation or application of any provision of the Memorandum of Understanding by a Provider, a group of Providers, or the Union excluding however, the Preamble, the outcome of Labor-Management Committee discussions and those provisions of this MOU which specifically provide that the decision of any IHSS Public Authority official or consumer shall be final, the interpretation or application of those provisions not being subject to the complaint procedure. The Union may represent the complainant at any stage of the process.

IHSS Provider participation in the grievance procedure in any capacity shall be solely on the Provider's own time and shall not be treated as being within any consumer's allocated service hours, or as paid time. Unless the IHSS Public Authority and the Union have agreed otherwise in writing to the contrary, the filing and processing of a grievance shall not serve to stay any IHSS Public Authority action. Grievances must be filed within fourteen (14) working days of the incident or occurrence giving rise to the complaint.

Grievances shall be processed in the following manner:

Step 1. (Informal) Any IHSS Provider who believes that a provision of this MOU has been violated shall discuss the grievance with the Public Authority staff or such representative as the Public Authority may designate. A decision by the Public Authority will be issued within ten (10) working days following the discussion.

Step 2. (Formal) If the grievance is not satisfactorily resolved at Step 1 above, the grievant or the Union may submit the grievance in writing to the Public Authority Director within ten (10) working days of notice of the informal decision. The grievance shall state which provision of the MOU has been violated, and the remedy sought, if any.

The Public Authority Director shall have ten (10) working days in which to respond to the grievance in writing. If the Union requests a meeting with the Public Authority Director, such meeting will be held. If a meeting is held, the written response shall be submitted within ten (10) working days following the meeting.

Step 3. (Mediation) If the grievant disagrees with the decision of the Public Authority Director, the decision may be appealed to non-binding advisory mediation within ten (10) working days. The parties will contact the California State Mediation and Conciliation Service to obtain the services of a mediator. The mediator will be asked to review the dispute and issue a proposed written recommendation.

The Public Authority Director will consider the mediator's recommendations in reaching a final decision. The grievant and the Union will be notified of the final decision of the Public Authority Director within ten (10) working days of obtaining the mediator's

proposed decision. The cost of the mediator's services, if any will be shared equally by the parties.

Time Limits

Each party involved in a grievance shall act quickly so that the complaint 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 complaint shall be forfeited.

The Union and the IHSS 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.

ARTICLE XVII LABOR MANAGEMENT COMMITTEE

The Public Authority and the Union agree to create a labor-management committee in order to encourage open communication, promote harmonious relations and resolve matters of mutual concern. The committee will meet as mutually agreed to by the parties, or upon the request of either party not to exceed four meetings per year.

The committee will work cooperatively to address matters affecting the relationship between the parties and to develop measures to improve recipient care and the IHSS program. The committee shall not engage in negotiations or consider matters properly the subject of a complaint process.

Committee members will serve on a voluntary basis and will receive no remuneration from the Public Authority for their participation.

The committee will be composed of two (2) representatives appointed by the Public Authority and two (2) representatives appointed by the Union. It is the responsibility of the Union to notify the Public Authority Director of any changes to the Union's representatives.

ARTICLE XVIII NO STRIKE, NO LOCKOUT

The unimpaired continuation of In-Home Support Services is of paramount importance to the county residents and specifically to the recipients of home care services. The Union agrees that during the term of this Memorandum of Understanding, neither its' officers, employees, agents or members shall engage in, authorize, sanction or support any strike, slowdown, stoppage of work or refusal to perform customary duties. The Public Authority agrees not to lock out or prevent Providers covered by the Memorandum of Understanding from working for their consumers and being paid for that work. This

provision shall continue in full force and effect for the term of this Agreement and for a minimum of one year beyond the term of the Agreement.

ARTICLE XVIII MODIFICATION AND WAIVER

MODIFICATION: Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in the Memorandum of Understanding shall not be binding on the parties unless made and signed in writing by the parties to this Memorandum of Understanding (CUHW and the Public Authority), and if required, approved and implemented by the Public Authority's Board of Directors.

WAIVER: The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its' terms and provisions. Regarding matters not covered by this agreement the Union agrees that it has specifically waived any further right to bargain during the term of this Memorandum of Understanding on any subject discussed in bargaining or listed in the Public Authority's Rights clause.

ARTICLE XX FULL UNDERSTANDING, SAVINGS CLAUSE, AND TERM

Section 1 Full Understanding

The Public Authority and the Union agree that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein.

It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights and agrees that the other party shall not be required to meet and confer during the term of this Agreement with respect to any matter specifically 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.

Section 2 Savings Clause

In the event that any section, clause or provision of this Agreement be declared illegal, unlawful or unenforceable by final judgment of a court of competent jurisdiction, the Public Authority and the Union agree to meet and confer for the sole purpose of developing a mutually acceptable replacement provision. All other provisions will continue in full force and effect.

Section 3 Term

This Agreement shall become effective January 1, 2012 and shall terminate on April 30, 2012.

Should the Union or the Public Authority desire to renew the MOU, they may do so by providing written notification of their intent to do so at a time prior to the last three (3) month period of its duration. After notification is provided, the parties shall commence negotiations for a successor MOU during the last three (3) months of this MOU at dates and times agreed to by the parties.

SIGNATURES

For the Union

Gail Ennis

Gail Ennis,

President CUHW

Date 11/8/11

Loretta Stevens

Loretta Stevens,

Executive Director, CUHW

Date 11/8/11

For Tehama County IHSS Public Authority

W. J. Goodwin

Williams Goodwin,

Public Authority Executive Director

Date 11/28/11

William L. "Bill" May

William L. "Bill" May,

Chief Negotiator, Public Authority

Date

Gregg Avilla

Gregg Avilla, Chairperson Tehama County
IHSS Public Authority

Date DEC - 6 2011

Approved as to form:

Arthur Wylene

Arthur Wylene, Assistant County Counsel

Date 11/23/11

RESOLUTION NO. 1-2011

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE TEHAMA COUNTY IN HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY (Employer of Record) and the California United Homecare Workers Union, SEIU/AFSCME, Local 4034

WHEREAS, State law prescribes the method by which In Home Supportive Services Public Authorities (as "employers of record") and unions representing Providers of homecare services are to establish wages and others terms and conditions of employment; and

WHEREAS, representatives of the Tehama County In Home Supportive Services Public Authority (Employer of Record) and the California United Homecare Workers Union, SEIU/AFSCME, Local 4034 have met together and negotiated a four (4) month, comprehensive Memorandum of Understanding that establishes wages, wage contingencies, and other terms and conditions of employment; and

WHEREAS, In Home Supportive Services Public Authority representatives in negotiations are recommending that the Tehama County In Home Supportive Services Public Authority Board ratify the attached Memorandum of Understanding with the California United Homecare Workers Union, SEIU/AFSCME, Local 4034;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the In Home Supportive Services Public Authority does hereby ratify the Memorandum of Understanding between the In Home Supportive Services Public Authority and the California United Homecare Workers Union, SEIU/AFSCME, Local 4034, a copy of which is attached hereto and incorporated by reference.

BE IT FURTHER RESOLVED that the Chairperson of the Tehama County In Home Supportive Services Public Authority Board is hereby authorized to sign the Memorandum of Understanding on behalf of the Public Authority.

The foregoing resolution was offered on a motion by Director Garton, seconded by Director Williams and adopted by the following vote of the In Home Supportive Services Public Authority Board of Directors.

AYES: Directors Garton, Williams, Russell, Warner and Avilla

NOES: None

ABSENT OR NOT VOTING: None

STATE OF CALIFORNIA)
) SS
COUNTY OF TEHAMA)

I, Beverly Ross, County Clerk and ex-officio Clerk of the Board of Directors of the Tehama County In Home Supportive Services Public Authority, hereby certify the above and foregoing to be a full, true and correct copy of a Resolution and Order adopted by the Tehama County In Home Supportive Services Public Authority Board on the 6th day of December, 2011.

Dated this 12th day of December, 2011.

Beverly Ross, County Clerk and ex-officio Clerk
of the Board of Directors of the Tehama County
In Home Supportive Services Public Authority
By Mackenzie W. Ross Deputy

RESOLUTION NO. 1-2011