

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE IN-HOME SUPPORTIVE SERVICES PUBLIC
AUTHORITY OF STANISLAUS COUNTY

AND

THE IN-HOME SUPPORTIVE SERVICES
PROVIDERS

REPRESENTED BY

THE UNITED DOMESTIC WORKERS OF AMERICA

April 7, 2020 - June 30, 2022

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

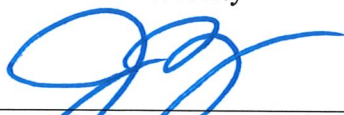
THIS MEMORANDUM OF UNDERSTANDING IS ENTERED INTO BETWEEN THE IHSS PUBLIC AUTHORITY OF STANISLAUS COUNTY, HEREINAFTER REFERRED TO AS THE "PUBLIC AUTHORITY" AND THE IN-HOME SUPPORTIVE SERVICES PROVIDERS, REPRESENTED BY THE UNITED DOMESTIC WORKERS OF AMERICA, HEREINAFTER REFERRED TO AS THE "UNION".

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

FOR THE PUBLIC AUTHORITY:



Kristin Olsen
Chairwoman, Board of Supervisors
IHSS Public Authority



Jody L. Hayes
Chief Executive Officer



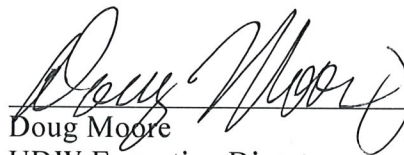
Kathryn M. Harwell
Director, CSA

Burke Dunphy
Chief Negotiator



Christine Huber
Assistant Director, CSA

FOR THE UNION:




Doug Moore
UDW Executive Director



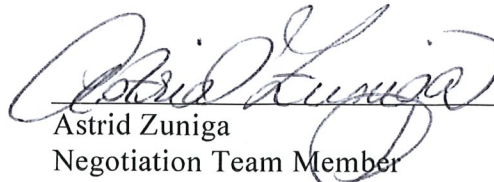
Editha Adams
UDW President



Matthew Maldonado
Chief Negotiator



Kadou Xiong
Negotiation Team Member



Astrid Zuniga
Negotiation Team Member

FOR THE PUBLIC AUTHORITY:

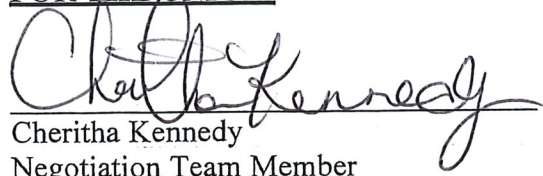


Keira Vink
Senior Management Consultant, CEO

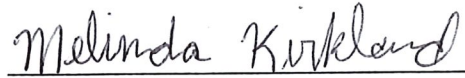


Kristi Garcia
Manager III, CSA

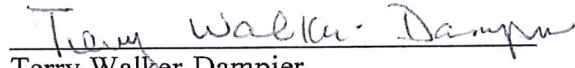
FOR THE UNION:



Cheritha Kennedy
Negotiation Team Member



Melinda Kirkland
Negotiation Team Member



Terry Walker-Dampier
Negotiation Team Member

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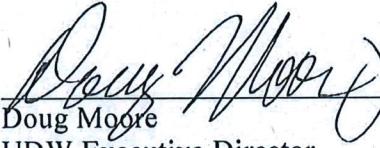
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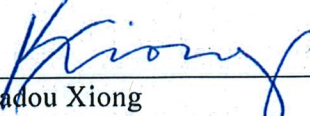
Doug Moore
UDW Executive Director



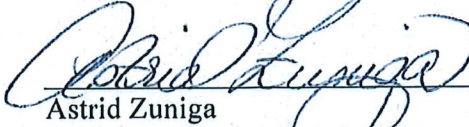
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PREAMBLE

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

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

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

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

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

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

1. RECOGNITION

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

2. MODIFICATION

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

3. WAIVER

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

4. SAVINGS & SEPARABILITY

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

5. UNION ACCESS TO PUBLIC AUTHORITY BUILDINGS

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

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

6. LANGUAGES

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

7. NON-DISCRIMINATION

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

8. CONSUMER RIGHTS

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

The Union shall not seek nor receive information from the Public Authority regarding the name, address, phone number, or any other personal information regarding Consumers. Union representatives and IHSS Providers shall maintain strict standards of confidentiality regarding Consumers and shall not disclose personal information pertaining to Consumers obtained from any source unless the disclosure is compelled by the legal process or otherwise required by law. If Consumer information is disclosed pursuant to this section, the Consumer and the Public Authority shall be notified of such release or disclosure immediately. The Consumer has the right to consent to the disclosure of information described herein but such consent may be withdrawn at any time for any reason.

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

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

9. CONSUMER RESPONSIBILITY NOTICE

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

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

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

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

10. REGISTRY

One of the Public Authority's primary functions is to provide Registry services to facilitate the referral of IBSS Providers to IHSS Consumers. The Public Authority retains the exclusive right to list, refer, suspend or remove an IHSS Provider from its Registry. The Public Authority will adopt written uniform procedures regarding the operation of the Registry and shall make a copy of the most current version of these procedures available to the union and all Providers who apply to the Registry.

11. RESPITE

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

1. Leveraging existing programs
2. Funding

12. GRIEVANCE PROCEDURE

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

Definition

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

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

Procedural Steps

All grievances shall be handled in the following manner:

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

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

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

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

General Provisions for Arbitration

- A. Selection of Arbitrator - If the required steps of the grievance procedure have been exhausted and the grievance remains unresolved and is subject to arbitration, the arbitrator may be selected by mutual agreement between the Chief Executive Officer and the Union. However, should the parties fail to mutually agree on an arbitrator, they shall make a joint request of the State Conciliation Service for a list of five (5) qualified arbitrators. The arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance, until only one name remains, and that person shall serve as arbitrator.

- B. Arbitration Issues - The parties shall, within ten (10) working days following the submission review of the Chief Executive Officer, exchange in writing their understanding of the questions to be submitted to arbitration. Thereafter, the parties to the arbitration shall use their best efforts to exchange a written summary of the evidence they intend to offer and to reach agreement on and reduce to writing the question or questions to be submitted to arbitration. The agreed upon question or questions, if agreement is reached, together with the exchanged summaries of the evidence and a list of witnesses to be used by each side, shall be submitted to each other and the arbitrator no later than five (5) working days prior to the arbitration hearing.

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

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

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

- G. Arbitrator's Decision Due - Unless the parties agree otherwise, the arbitrator shall render the decision in writing within thirty (30) days following the close of the hearing to the Chief Executive Officer. The Chief Executive Officer shall immediately provide a copy of the decision to the Provider; the Provider's duly elected representative and the Department Head. If requested by either party, the decision shall be accompanied by findings of fact and conclusions of law.

- H. Non-Union Representation - In the event that a Provider chooses to represent himself/herself, or arranges for representation independent of the recognized Provider organization, arbitration as provided herein shall not be available to the Provider.

13. TERM AND SALARY

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

Wages

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

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

Cardio-Pulmonary Resuscitation Certification Differential

A. Overview

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

B. Notification

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

C. Cancellation/Rescheduling

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

D. Fees

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

14. PAYROLL/DIRECT DEPOSIT

Payroll

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

Direct Deposit

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

15. UNION MEMBERSHIP AND DUES CHECKOFF

A. Purpose

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

B. Union Membership

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

C. Payroll Deductions

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

D. Sufficiency of Provider's Earnings

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

E. Communication Between Agencies

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

F. Exchange of Information

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

G. Indemnification

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

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

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

16. LABOR-MANAGEMENT RELATIONS COMMITTEE

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

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

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

17. UNION STEWARDS

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

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

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

Compensation

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

Communication

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

Bulletin Board

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

18. HEALTH BENEFITS

Dental and Vision Insurance Program

Union Trust

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

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

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

Trust Set-up

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

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

Funding of Dental and Vision Benefits

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

Eligibility

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

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

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

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

Records and Audits

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

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

Termination of Payments

In the event the Trust created to provide dental and vision benefits terminates, or otherwise fails to provide the benefits as set forth in the Trust agreement, the Public Authority's obligation to make funding contributions to the Trust shall cease. The AFSCME Local 3930 shall notify the Public Authority in writing within three (3) calendar days on any action or proposed action to terminate the Trust or to eliminate the benefits provided by the Trust. At termination of the dental and vision program the Union will provide a reconciliation or "true-up" of all actual funds received in Trust from the Public Authority, and interest earnings, versus the actual dental and vision insurance benefit payments made, cash basis, and remit any overage of revenues above benefits paid, to the Public Authority within 30 days of the date of termination. Since the program will be based on cash-basis payment of invoices, it is anticipated that any adjustments will be immaterial and related to interest or other miscellaneous accounting adjustments. If needed, the Public Authority will abate the remittance on the next quarterly SOC 448 Claim submitted to CDSS such that reimbursement of Federal, State and County funds will be resolved within the current fiscal year.

Data Security

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

Future Meet and Confer for Use of Provider Premium Reserve Funds

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

Health and Safety Under Provider Premium Reserve Funds

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

Parity for Waiver Personal Care Services Providers

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

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

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

19. WAGE AND BENEFIT CONTINGENCY

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

The Public Authority shall provide to the Union a written description of any adjustments to be made pursuant to this section at least thirty (30) days prior to the effective date of such adjustments. Upon receipt of a written request from the Union to do so, the Public Authority will meet and confer regarding the impact of the above-described loss of funding or funding participation wage cap. In no case will the Public Authority be required to increase its contribution towards the affected benefit and/or wages, as applicable.

Attachment A
Bargaining Unit Classifications as of July 27, 2018

Union Code	Bargaining Unit	Classification	Job Code
5	Mid-Management / Supervisory	Accountant I	001000
5	Mid-Management / Supervisory	Accountant II	079800
5	Mid-Management / Supervisory	Accountant III	085000
5	Mid-Management / Supervisory	Accounting Supv	001200
5	Mid-Management / Supervisory	Aging Program Spec	002500
5	Mid-Management / Supervisory	Animal Svc Oper Supv	001800
5	Mid-Management / Supervisory	Assoc Civil Eng/Assoc Surveyor	008800
5	Mid-Management / Supervisory	Assoc Planner	009000
5	Mid-Management / Supervisory	Asst Engineer/Surveyor	004000
5	Mid-Management / Supervisory	Behavioral Health Coordinator	062330
5	Mid-Management / Supervisory	Building Serv Supv	085950
5	Mid-Management / Supervisory	Buyer	014600
5	Mid-Management / Supervisory	Cadastral Supervisor	086900
5	Mid-Management / Supervisory	Chaplain	057400
5	Mid-Management / Supervisory	Child Support Supervisor	037200
5	Mid-Management / Supervisory	Clerical Division Supv	025200
5	Mid-Management / Supervisory	Communicable Disease Spec	025900
5	Mid-Management / Supervisory	Conservator Investigator Supv	028910
5	Mid-Management / Supervisory	Dir Of Volunteer Serv	034700
5	Mid-Management / Supervisory	Family Services Supervisor	052900
5	Mid-Management / Supervisory	Heavy Equip Mntc Supv	041600
5	Mid-Management / Supervisory	Landfill Lead Worker	091300
5	Mid-Management / Supervisory	Lead Equip Mechanic	095000
5	Mid-Management / Supervisory	Librarian III	054700
5	Mid-Management / Supervisory	MH Coordinator	062600
5	Mid-Management / Supervisory	Med Records Coordinator	061900
5	Mid-Management / Supervisory	Med Records Spec	061800
5	Mid-Management / Supervisory	Park Supv	071500
5	Mid-Management / Supervisory	Plan Check Engineer	099000
5	Mid-Management / Supervisory	Road Supv	078700
5	Mid-Management / Supervisory	Sheriff's Support Serv. Supv.	079650
5	Mid-Management / Supervisory	Social Worker Supv I	082800
5	Mid-Management / Supervisory	Social Worker Supv II	082900
5	Mid-Management / Supervisory	Special Investigator III	089400
5	Mid-Management / Supervisory	Sr Application Specialist	009900
5	Mid-Management / Supervisory	Sr Appraiser	080000
5	Mid-Management / Supervisory	Sr Auditor-Appraiser	099900
5	Mid-Management / Supervisory	Sr Buyer	084600

Union Code	Bargaining Unit	Classification	Job Code
5	Mid-Management / Supervisory	Sr Collector	083200
5	Mid-Management / Supervisory	Sr Custodian	084400
5	Mid-Management / Supervisory	Sr Engineering/Surveying Tech	080500
5	Mid-Management / Supervisory	Sr Env Health Spec	080700
5	Mid-Management / Supervisory	Sr Hazard Material Spec	081100
5	Mid-Management / Supervisory	Sr Resource Management Spec	079400
5	Mid-Management / Supervisory	Sr Road Mntc Worker	082200
5	Mid-Management / Supervisory	Sr Software Developer/Analyst	009800
5	Mid-Management / Supervisory	Sr Systems Engineer	009700
5	Mid-Management / Supervisory	Staff Serv Analyst	083600
5	Mid-Management / Supervisory	Staff Serv Coordinator	099100
5	Mid-Management / Supervisory	Storekeeper II	084500
5	Mid-Management / Supervisory	Supervising Assessment Tech I	091630
5	Mid-Management / Supervisory	Supv Acct Admin Clerk I	085300
5	Mid-Management / Supervisory	Supv Acct Admin Clerk II	085400
5	Mid-Management / Supervisory	Supv Appraiser	085100
5	Mid-Management / Supervisory	Supv Assessment Tech II	091620
5	Mid-Management / Supervisory	Supv Auditor Appraiser	074800
5	Mid-Management / Supervisory	Supv Custodial Cook	038400
5	Mid-Management / Supervisory	Supv Janitor	085700
5	Mid-Management / Supervisory	Supv Legal Clerk I	082600
5	Mid-Management / Supervisory	Supv Legal Clerk II	083100
5	Mid-Management / Supervisory	Supv Mntc Engineer	085900
5	Mid-Management / Supervisory	Supv Public Administrator	086600
5	Mid-Management / Supervisory	Supv Radiologic Tech	086200
5	Mid-Management / Supervisory	Victim Services Program Coord	089900
8	Office Worker / Clerical	Account Clerk II	000600
8	Office Worker / Clerical	Account Clerk III	000700
8	Office Worker / Clerical	Accounting Tech	001100
8	Office Worker / Clerical	Admin Clerk I	024800
8	Office Worker / Clerical	Admin Clerk II	088100
8	Office Worker / Clerical	Admin Clerk III	088200
8	Office Worker / Clerical	Admin Secretary	084300
8	Office Worker / Clerical	Assessment Technician I	091600
8	Office Worker / Clerical	Assessment Technician II	091610
8	Office Worker / Clerical	Emer Serv Tech	036200
8	Office Worker / Clerical	Legal Clerk I	016200
8	Office Worker / Clerical	Legal Clerk II	088300
8	Office Worker / Clerical	Legal Clerk III	016300
8	Office Worker / Clerical	Legal Clerk IV	016400

Union Code	Bargaining Unit	Classification	Job Code
8	Office Worker / Clerical	Med Records Clerk	061500
8	Office Worker / Clerical	Medical Biller I	062400
8	Office Worker / Clerical	Medical Biller II	062500
8	Office Worker / Clerical	Stock/Delivery Clerk I	035100
8	Office Worker / Clerical	Stock/Delivery Clerk II	098600
8	Office Worker / Clerical	Storekeeper I	084700
9	Craft/Maintenance/Institutionl	Asst Cook I	038500
9	Craft/Maintenance/Institutionl	Asst Cook II	038300
9	Craft/Maintenance/Institutionl	Custodial Cook	028800
9	Craft/Maintenance/Institutionl	Equipment Mechanic	036700
9	Craft/Maintenance/Institutionl	Equipment Serv Tech	036800
9	Craft/Maintenance/Institutionl	Heavy Equipment Mechanic I	042200
9	Craft/Maintenance/Institutionl	Heavy Equipment Mechanic II	042300
9	Craft/Maintenance/Institutionl	Heavy Equipment Mechanic III	042400
9	Craft/Maintenance/Institutionl	Housekeeper/Custodian	043500
9	Craft/Maintenance/Institutionl	Lab Helper	051000
9	Craft/Maintenance/Institutionl	Landfill Equip Oper I	094900
9	Craft/Maintenance/Institutionl	Landfill Equip Oper II	094800
9	Craft/Maintenance/Institutionl	Landfill Equip Oper III	094700
9	Craft/Maintenance/Institutionl	Maintenance Engineer I	084000
9	Craft/Maintenance/Institutionl	Maintenance Engineer II	057500
9	Craft/Maintenance/Institutionl	Maintenance Engineer III	057600
9	Craft/Maintenance/Institutionl	Maintenance Mechanic	057800
9	Craft/Maintenance/Institutionl	Multilith Operator	065000
9	Craft/Maintenance/Institutionl	Park Aide	070500
9	Craft/Maintenance/Institutionl	Park Mntc Worker I	072000
9	Craft/Maintenance/Institutionl	Park Mntc Worker II	072100
9	Craft/Maintenance/Institutionl	Park Mntc Worker III	072200
9	Craft/Maintenance/Institutionl	Road Mntc Worker I	078800
9	Craft/Maintenance/Institutionl	Road Mntc Worker II	078900
9	Craft/Maintenance/Institutionl	Road Mntc Worker III	079000
9	Craft/Maintenance/Institutionl	Sr Multilith Operator	080900
B	Technical Services	Ag/Weights & Meas Insp I	002100
B	Technical Services	Ag/Weights & Meas Insp II	079900
B	Technical Services	Ag/Weights&Meas Insp III	087200
B	Technical Services	Agricultural Assistant I	000800
B	Technical Services	Agricultural Assistant II	000900
B	Technical Services	Application Specialist I	009912
B	Technical Services	Application Specialist II	009911
B	Technical Services	Application Specialist III	009910

Union Code	Bargaining Unit	Classification	Job Code
B	Technical Services	Appraiser I	002900
B	Technical Services	Appraiser II	003000
B	Technical Services	Appraiser III	093400
B	Technical Services	Appraiser Tech	002800
B	Technical Services	Asst Planner	007200
B	Technical Services	Auditor-Appraiser I	099400
B	Technical Services	Auditor-Appraiser II	099300
B	Technical Services	Auditor-Appraiser III	099800
B	Technical Services	Building Inspector I	014100
B	Technical Services	Building Inspector II	014000
B	Technical Services	Building Inspector III	014200
B	Technical Services	Cadastral Technician I	091900
B	Technical Services	Cadastral Technician II	092000
B	Technical Services	Clinical Lab Asst I	024100
B	Technical Services	Clinical Lab Asst II	024300
B	Technical Services	Crime Analyst	026700
B	Technical Services	Crime Analyst Tech	026600
B	Technical Services	Deputy Public Guardian I	010700
B	Technical Services	Deputy Public Guardian II	032100
B	Technical Services	Deputy Zoning Enf Offcr	032700
B	Technical Services	Eligibility Worker III	036100
B	Technical Services	Engineering Aid I	036300
B	Technical Services	Engineering Aid II	036400
B	Technical Services	Engineering Technician	036500
B	Technical Services	Env Health Spec I	037700
B	Technical Services	Env Health Spec II	037600
B	Technical Services	Env Health Spec III	037500
B	Technical Services	Env Tech	037300
B	Technical Services	Family Services Specialist I	052500
B	Technical Services	Family Services Specialist II	052600
B	Technical Services	Family Services Specialist III	052700
B	Technical Services	Family Services Specialist IV	052800
B	Technical Services	Fire Prevention Specialist I	053600
B	Technical Services	Fire Prevention Specialist II	053700
B	Technical Services	Fire Prevention Specialist III	053800
B	Technical Services	Forensic Autopsy Technician	035850
B	Technical Services	Forensic Computer Examiner	009720
B	Technical Services	Fraud Tech	038900
B	Technical Services	Hazard Material Spec I	040400
B	Technical Services	Hazard Material Spec II	040300

Union Code	Bargaining Unit	Classification	Job Code
B	Technical Services	Hazard Material Spec III	040200
B	Technical Services	Interviewer I	091000
B	Technical Services	Interviewer II	091100
B	Technical Services	LVN I	056500
B	Technical Services	LVN II	056600
B	Technical Services	LVN III	056700
B	Technical Services	Med Investigator	060500
B	Technical Services	Milk & Dairy Inspector I	064400
B	Technical Services	Milk & Dairy Inspector II	064500
B	Technical Services	Milk Tech	064700
B	Technical Services	Nursing Asst	067100
B	Technical Services	Orthopedic Asst	069500
B	Technical Services	Paralegal I	070100
B	Technical Services	Paralegal II	070200
B	Technical Services	Paralegal III	070300
B	Technical Services	Physical Therapy Asst/Cert OT	074700
B	Technical Services	Resource Mgt Spec I	078300
B	Technical Services	Resource Mgt Spec II	078500
B	Technical Services	Resource Mgt Spec III	078600
B	Technical Services	Right Of Way Agent	078400
B	Technical Services	Software Developer I	009812
B	Technical Services	Software Developer II	009811
B	Technical Services	Software Developer/Analyst III	009810
B	Technical Services	Staff Serv Tech	083700
B	Technical Services	Systems Engineer I	009711
B	Technical Services	Systems Engineer II	009710
B	Technical Services	Systems Technician I	009713
B	Technical Services	Systems Technician II	009712
B	Technical Services	Therapist Aid	087700
B	Technical Services	Victim Advocate I	090000
B	Technical Services	Victim Advocate II	090100
B	Technical Services	Zoning Enf Offcr	089700

**ATTACHMENT B
STANISLAUS COUNTY
HEALTH INSURANCE AGREEMENT**

**Health Insurance Agreement Between Stanislaus County
and the**

August 31, 2017
**California Nurses
Association
County Attorneys'
Association
Stanislaus County Deputy Probation Officers
Association
Stanislaus County Deputy Sheriffs'
Association
Stanislaus County Employees Association/AFSCME
Local 10
Stanislaus County Sheriff's Supervisors Association
Stanislaus Regional Emergency Dispatchers'
Association Stanislaus County Sheriff's Management
Association Stanislaus County Probation Correction
Officers Association**

September 14, 2017
District Attorney Investigators Association

1. Term of the Agreement

This agreement shall remain in full force and effect for the period of January 1, 2018 through December 31, 2020, unless extended by mutual agreement of the parties.

2. Medical Insurance

For the term of this agreement, the County will offer the following four medical plan options based on employee residency at the time of open enrollment:

Within Stanislaus County Partners-in-Health Local Service Area

- Stanislaus County Partners-in-Health EPO
- Stanislaus County Partners-in-Health HDHP

Outside Stanislaus County Partners-in-Health Local Service Area

- United Healthcare (UHC) EPO

- United Healthcare (UHC) HDHP

For employees enrolled in an EPO plan, the County shall contribute an amount equal to 80% of the EPO plan premium at each level of coverage.

For employees enrolled in a High Deductible Health Plan, the County shall contribute an amount equal to 95% of the HDHP plan premium at each level of coverage.

The County will also fund individual Health Savings Accounts (HSA) in the following amounts:

- Employee only - \$1,250 annually
- Employee +1 - \$2,100 annually
- Family - \$2,100 annually

HSA contributions will be made as a lump sum equivalent to six months of the annual contribution processed on the first payroll cycle paid in January of each year, and then semi-monthly beginning in July. For the period of January through June, the County will make no additional HSA contributions to employees' accounts after the initial lump-sum contribution unless there is a change in family status. The last six months of HSA contributions will begin in July and will be included in employees' biweekly benefit-eligible paychecks. Employees are responsible for paying any account related fees on their individual Health Savings Account (up to \$2.75 monthly as of September 2017).

The County will only provide one County-provided HSA contribution to two employees who are married together. Therefore, if two employees who are married together want separate medical plans, one employee must choose an EPO plan and the other employee must choose a HDHP plan.

Participants enrolled in HDHP plan options are subject to deductible payments and co-pays, which may be reimbursable through HSAs subject to available balances. Please refer to the specific plan documents to confirm deductibles and co-payments for each plan option.

The parties recognize that health insurance providers may institute benefit changes that are not within the control of the County.

3. Medical Premium Rates

The County will continue to establish medical insurance premium rates each year based on actuarial and underwriting recommendations. The County reserves the right to adjust medical insurance premium rates based on these recommendations. Medical insurance rates for the 2018 plan year will not exceed those rates provided to bargaining units during the meet and confer process on August 24, 2017.

4. Medical Plan Design Changes

The medical benefit plan design and co-pays will remain unchanged during the term of this agreement with the exception of the addition of Applied Behavioral Analysis (ABA) treatment for Autism as a covered expense and those changes which may be required by law during the term of this agreement.

The annual out-of-pocket maximums for SCPH and UHC (Individual/Family) HDHP plans are as follows:

<u>In-Network SCPH and UHC</u>	<u>Out-of-Network UHC</u>
\$3,000 / \$6,000	\$5,000 / \$10,000

The annual out-of-pocket maximums for SCPH and UHC (Individual/Family) EPO plans are as follows:

<u>SCPH and UHC</u>
\$1,500 / \$3,000

Should the IRS inflation adjusted limits increase the minimum annual deductible for high deductible health plans, the County will apply the appropriate changes to our plans with no additional County contribution to the HSA. County HSA contributions are fixed during the term of this agreement irrespective of potential regulatory changes to the deductible.

5. Medical Premium Reimbursement

The County has agreed to continue the medical premium reimbursement (MPR) program for the term of this agreement. Effective December 31, 2020, this provision will end and the County will no longer offer the MPR program. Only employees currently participating in the MPR program as of October 1, 2017 are eligible to continue participating in the MPR program.

In order to receive the medical premium reimbursement, the eligible employee must waive coverage with the County and enroll in a non-County qualified medical insurance program, individual or group coverage, meeting minimum standards under the Patient Protection and Affordable Care Act (ACA). Employees receiving a medical premium reimbursement are not eligible to receive a medical waive credit.

The County's medical premium reimbursement rate will not exceed 80% of the eligible employee's out-of-pocket medical insurance premium cost for the non-County medical plan, or 75% of the County's monthly medical premium contribution for County EPO plans, whichever amount is lower.

In order to receive reimbursement, the employee must provide proof of other coverage and proof of cost to the employee as described in the established guidelines and Quarterly Reconciliation Form. In no event, shall the medical premium reimbursement impact the compensation eligible for employee pensions or employer-paid deferred compensation.

Employees may only return to the County medical insurance program during annual open enrollment periods, or anytime the employee experiences a qualifying event in accordance with County benefit policies. If an employee who is receiving a medical premium reimbursement elects to return to the County's medical insurance program, they will no longer be eligible to receive the medical premium reimbursement should they choose to opt out of the County's medical insurance program in the future.

Employees who enroll in a non-County qualified medical insurance program are not eligible to receive any County provided HSA contributions.

6. Medical Waive Credit

The County agrees to continue offering a standard medical waive credit to any employee who waives medical insurance through the County. Employees receiving a medical waive credit are not eligible to receive a medical premium reimbursement.

In order to receive the standard medical waive credit, the employee must enroll in a non-County qualified medical insurance program, individual or group coverage, meeting minimum standards under the ACA. Employees must complete a County enrollment form waiving County coverage and attach proof of other coverage.

The standard medical waive credit will be paid on a post-tax, semi-monthly basis. The amount of the standard medical waive credit is \$47.50 monthly for non-management employees and \$150.00 monthly for management and confidential employees.

Employees may only return to the County medical insurance program during annual open enrollment periods, or anytime the employee experiences a qualifying event (involuntary loss of outside coverage).

Employees who enroll in a non-County qualified medical insurance program are not eligible to receive any County provided HSA contributions.

7. Dental Insurance

The County will continue to provide employees with two dental plan options through the Delta Dental program. The County will continue to pay 80% of the premium cost for the Core dental plan at each level of dental coverage (Employee only, Employee +1 and Family).

Employees may elect a "Buy-Up" dental plan option, which includes a \$500 per member increase to the plan calendar year maximum and a child(ren) orthodontics benefit that pays 50% of orthodontia care up to a lifetime maximum of \$2,000 per child. Additionally, the "Buy-Up" dental plan option includes access to the Premier network with claims being paid at the Premier contracted fee without balance billing. Employees who elect the "Buy-Up" dental plan option must remain on the "Buy-Up" dental plan for three (3) years. Any amount of the "Buy-Up" dental premium rate that exceeds the "Core" dental plan premium rate will be paid solely by the employee.

Should enrollment in the "Buy-Up" plan drop below 10% participation of benefit eligible employees, it will be eliminated and no longer offered. Enrollment will be reviewed and evaluated each year prior to Open Enrollment, using enrollment effective on July 1 of each year to determine if the plan will be offered during Open Enrollment for coverage effective January 1 in the following year.

The County will continue to establish dental insurance premium rates each year based on actuarial and underwriting recommendations. The County reserves the right to adjust dental insurance premium rates based on these recommendations.

8. Vision Insurance

The County will continue to provide vision coverage through the VSP Choice Plan to include a \$10 co-payment for exam and materials, frame allowance of \$150 (\$80 at Costco), wholesale full-cost frame allowance of \$57, contact lens allowance of \$150, and allow members to receive a frame allowance 12 months after utilizing their contact lens benefit. The County shall pay 80% of the premium cost at each level of vision coverage (Employee only, Employee +1 and Family).

The County will continue to establish vision insurance premium rates each year based on underwriting recommendations. The County reserves the right to adjust vision insurance premium rates based on these recommendations.

9. Impacts of Healthcare Reform - Reopener

The parties recognize the implementation of additional healthcare reform regulations may present financial and operational consequences to the County. The parties agree that the County may request to meet and confer with all labor groups in advance of the 2020 plan year to address impacts of healthcare reform. The County agrees to pre-load individual Health Savings Accounts and will not propose changes to the current premium cost sharing percentages during the three year term of the agreement.

10. Additional Provisions

- a. Benefit deductions are taken out of 24 of the 26 paychecks each year (twice monthly).
Benefits for new hires are effective the 1st of the month following date of hire. For terminated employees, benefits continue through the last day of the month of termination.
- b. The County will invite a representative of each labor group to participate in the County's Employee Wellness Program Workgroup to discuss implementing a comprehensive wellness program for County employees. Participation is voluntary and subject to department head or designee approval for any changes in standard working hours and will not result in overtime compensation.
- c. An Employee Benefits Committee consisting of one employee and/or the designated labor representative per bargaining unit will meet in February, May, and September to discuss the financial and operational performance of the self-insured health plans. The County's Employee Benefits Department will be responsible for coordinating these meetings. The County maintains all plan fiduciary responsibilities, including setting annual rate adjustments based on actuarial review and analysis.
- d. Regular full-time employees must work 30 hours per week to qualify for a County benefit contribution (medical, dental, vision, medical premium reimbursement, and/or waive credit). Employees working an approved percentage schedule of 30-34 hours per week will be credited with 75% of benefit contributions. Employees working an approved percentage schedule of 35-39 hours per week will be credited with 90% of benefit contributions. Additional employee contributions to health insurance premiums will be paid through payroll deduction.
 - For purposes of this policy, hours worked includes all forms of paid time rounded to the nearest whole number. Examples of paid time include, but are not limited to vacation, sick, comp time off, public safety leave (4850 leave), paid admin leave, etc.
 - This provision does not apply to part-time extra-help employees who are not eligible for benefits.
 - For regular full-time employees who change their employment status to percentage employment, this provision will be effective the first of the month following the date they assume the reduced percentage employment schedule. Benefits will return to 100% the first of the month following the effective date the employee returns to 100% regular employment status.

- e. For regular full-time employees not on an approved percentage schedule who are paid less than an average of 40 hours per week (employees going into unapproved, unpaid, unprotected time off, DOC time, etc.), employee contributions will be adjusted if the employee does not average 40 hours per week of paid time in the quarter. This process will be modified for regular full-time employees working an alternative work schedule that does not provide 80-hours of regular compensation per pay period (such as the "6/3" work schedule). Unpaid suspension time as a result of employee disciplinary actions will not count against an employee in determining health insurance eligibility.
- Employee benefit eligibility will be evaluated on a quarterly basis, based on paychecks paid in the quarter.
 - Analysis of hours paid in the quarter will occur during the first month of the following quarter. If the employee's hours fall below 40 hours per week in the quarter being reviewed, the employee's contributions will be adjusted based on the employee's quarterly average. The effective date of the adjustment will be the first pay period of the second month of the following quarter.
 - For purposes of this provision, employees averaging 36-40 hours per week will see no change in County benefit contribution. Employees averaging 31 to 35 hours per week will be credited with 90% of County benefit contributions. Employees averaging 30 hours per week will be credited with 75% of County benefit contributions. Employees averaging less than 30 hours per week will not be eligible for a County benefit contribution. Additional employee contributions to health insurance premiums will be paid through payroll deduction.
 - County benefit contributions will be restored to 100% effective the first pay period of the second month of the following quarter in which the employee is paid an average of 40 hours per week in the quarter.
- f. For employees on a paid leave of absence, the County will continue the current process for coordinating leave accruals with State Disability benefits. This process allows an employee to combine their State Disability benefits with their leave accruals to equal 40 hours of compensation per week while maintaining their full health insurance benefits. For employees participating in disability plans other than State Disability, the County will continue to provide the same level of coordinated benefits consistent with the benefits available through State Disability.
- g. Under current policy, employees on an unpaid, unprotected leave of absence do not receive health insurance contributions effective the first of the month following the start of their unpaid leave status. Employees returning from an unpaid leave will have their health insurance contributions restored effective the first of the month following their return to full-time paid status. Please see applicable County policies regarding unpaid leave status, exceptions for FMLA eligible employees and the availability of COBRA benefits.

- h. For benefit information related to Voluntary Time Off, Job Sharing and benefit provisions for Certain Part-Time Nurses, please refer to the individual County policies and CNA labor agreement.
- i. Nothing in this agreement shall enhance or reduce existing policy provisions related to military leave benefits.

11. Dependent Audit

In order to verify that only eligible individuals are covered under the County's medical, dental and vision plans, the County will be conducting an audit of all persons enrolled as dependents under the employee's plan.

The County, at its own expense, will utilize broadly accepted, industry-standard processes to determine if covered dependents meet the requirements as outlined in the County's Summary Plan Description. These processes may include, but are not limited to:

- Collection of legal documents (e.g. birth certificates, marriage certificates, legally binding adoption agreements, etc.)
- Obtaining dependent eligibility information from Medicare or health insurance companies
- Completion of sworn affidavit by County employee and/or dependents
- The purpose of this audit is to determine if only eligible dependents are enrolled

12. Ineligible Dependents

If ineligible dependents are enrolled as a result of negligent behavior by the County employee, all claims and/or premiums for the ineligible dependent will become the responsibility of the County employee.

Willful misrepresentation of dependent status may result in disciplinary action up to and including termination.

13. Full Understanding

It is understood by the parties that these provisions fully set forth the agreement of the parties in matters of health insurance as herein specified. Other than the provisions contained herein, the parties agree that only through mutual agreement of all the parties to this agreement would discussion occur during the term of this agreement on health insurance matters.

ATTACHMENT C

Enhanced Retirement Benefit Agreement between Stanislaus County and All Employee Organizations February 12, 2002

**California Nurses Association (CNA)
County Attorneys Association (CAA)
Operating Engineers Local 3 representing the District Attorney Investigators
Association,
The Emergency Dispatchers Association, and
The Deputy Probation Officers Association
Service Employees International Union Local 535 (SEIU)
Stanislaus County Deputy Sheriffs Association (SCDSA)
Stanislaus County Employees Association AFSCME/Local 10 (SCEA)
Stanislaus County Sheriff Supervisors Association (SCSSA)**

1. Effective Date

The terms of this Agreement and the enhanced retirement benefits shall be effective the first full pay period beginning on March 9, 2002.

All references to the March 9, 2002 date shall be March 10, 2002 for those Departments on a Sunday-to-Saturday payroll calendar.

2. Retirement Benefits

Pursuant to the respective MOU with each employee organization, the County shall provide enhanced retirement benefits defined as follows:

Safety: The formula outlined in Govt. Code Section 31664.1, commonly known as 3% at 50.

General: The formula outlined in Govt. Code Section 31676.14, commonly known as 2% at 55.

3. Eligibility

The parties agree that only regular, full-time, current, active employees of Stanislaus County on or after March 9, 2002 (March 10, 2002 for those Departments on a Sunday-to-Saturday payroll calendar), and who are members of the Stanislaus County Employees' Retirement Association (StanCERA) are eligible for the enhanced benefits.

The earliest date an employee/member can retire is March 10, 2002 (March 11, 2002 for those Departments on a Sunday-to-Saturday payroll calendar).

The enhanced benefits shall not apply to retirees or deferred members who were retired or deferred prior to the effective date of this Agreement.

4. New Tiers

To implement the enhanced benefits, there will be two (2) new tiers as follows:

Current Tier	New Tier
1	4
2	5
3	Remains 3

These new tiers will have both the general and safety designations.

All eligible employees/members shall be automatically moved to the respective new tier. The employee/member may opt-out of the new tier by notifying StanCERA in writing of their desire to remain in the old tier. The employee/member shall request and complete an opt-out election form available from StanCERA, indicating their desire to remain in the old tier. The employees/members shall have 90 days to opt-out of the new tiers. All completed election forms must be received in the StanCERA Office by close of business on June 10, 2002, at which point no changes can be made and the original terms of the StanCERA lifetime election shall remain in full force and effect. StanCERA may, at its option, require any employee/member choosing to opt-out, make an appointment and be personally counseled. Any employee/member electing to opt-out of the new tier will have any excess contributions withheld from their check refunded and any shortage of contributions deducted from their payroll check.

Tiers I, II, III, and IV shall be closed to new hires on or after March 9, 2002. The default tier for new hires shall be Tier V.

5. Tier III Provisions

The parties agree that current Tier III employees/members remain in Tier III as outlined in section 4 "New Tiers" above. Current Tier III employees/members shall also be given a 90-day opt-in period to elect to move into the new Tier V. The employee/member shall request and complete an opt-in election form from StanCERA indicating the desire to move to Tier V. This opt-in election shall be effective the start of the first full pay period after the election date. The employees/members shall have 90 days to make this election. All completed election forms must be received in the StanCERA Office by close of business on June 10, 2002, at which point no changes can be made and the original terms of the StanCERA lifetime election shall remain in full force and effect.

Tier III employees/members electing to opt-in to Tier V shall have prospective Tier V membership and benefits effective March 9, 2002 or the start of the first full pay period after the election date, if later, with a "blended" service benefit of their Tier III service and their Tier V service from

March 9, 2002 forward. Tier III employees/members who opt-in will retain their current Tier III age at entrance in StanCERA.

Once a member of Tier V, the employee/member can choose to buy back their old Tier III service, pursuant to the StanCERA buy-back rules. Because Tier III is a non-contributory plan, the employee/member has not made contributions and is responsible for the employee/member contributions that would have been paid by the employee/member, plus interest.

6. Second Election Period

In addition to the election periods as defined in Section 4 “New Tiers” and Section 5 “Tier III Provisions”, employees/members shall be extended a second 90-day opt-in election period as designated by the Board of Supervisors within five (5) years, under the same conditions.

This second election period shall only apply to regular, full-time, current, active employees of Stanislaus County on the date designated by the Board of Supervisors for this second election period.

After this second election period, the original terms of the StanCERA lifetime election shall remain in full force and effect.

7. Deferred Members Who Are Rehired

The parties agree that should a deferred member return to Stanislaus County service, the following provisions shall apply:

The deferred member shall be considered a “new hire” and be placed into the default Tier 5 effective with the first day of employment.

The deferred member must complete two (2) full years (4,160 hours) of service before their past service credit converts to the new tier.

8. Former Employees Who Cashed-Out of StanCERA Who are Rehired

The parties agree that should a prior member of StanCERA who was refunded their contributions (cashed-out) returns to Stanislaus County Employment, the following provisions shall apply:

Former Tier I or Tier II members shall NOT have a 90-day opt-out period and shall be treated as a newly hired employee, with the Tier V default. A former Tier III member shall, by default, be placed into Tier V.

A former member may redeposit withdrawn contributions pursuant to StanCERA’s buy-back/redeposit rules. Re-deposited contributions will remain at the original tier until the employee/member has completed two (2) full years (4,160 hours) of service in which time they shall convert to the new tier. For example, a person was previously a Tier I employee/member who terminated Stanislaus County employment and withdrew their accumulated contributions. This

person is now rehired and will become a member of Tier V pursuant to Section 4. The employee/member re-deposits their Tier I contributions and after completing two (2) full years of service, the re-deposited contributions will now be upgraded to the higher benefit level.

9. Disability Provisions

The parties understand and agree that current Tier III members do not have any disability retirement benefits, unless they were a former Tier I or 2 member who cashed-out to Tier III during the window period of 180 days, beginning on January 28, 1986 or were hired into Tier III prior to January 4, 1988.

The parties further agree that should a Tier III member opt-in to a Tier V as outlined in Section 4 “New Tiers”, their opt-in date becomes their official entrance date for disability benefits. For example, an employee/member who is Tier III opts-in to Tier V on March 9, 2002. They are eligible for StanCERA disability retirement benefits for a service connected disabling event, which occurs on or after March 9, 2002, or a non-service-connected disabling event after completing five (5) years of service (March 9, 2007). They shall not be eligible for StanCERA disability retirement benefits or service credit for a service connected disabling event before March 9, 2002. If the employee/member buys back all of their past service credit, and the service-related disabling event occurred during this past service credit period, the employee/member would be eligible for StanCERA disability retirement benefits upon completion of the buy-back. If the employee/member buys back all of their past service credit, they would become eligible for StanCERA non-service disability retirement benefits once they have a total of five (5) years of service credit, including current and time bought back.

10. Election to Convert Prior Service Credit to New Tier

Any deferred member may elect to convert his/her past service credit from any tier to Tier V service by paying the full difference in the actuarial cost of the service, including both employee and employer costs. Any member electing to pay the cost of enhancing their prior service credit, who later becomes eligible to have that service credit converted to the enhanced benefit level will NOT be eligible for any refund when the service credit would otherwise become eligible for conversion to a higher benefit level.

For example, a deferred Tier I member wishes to have available the enhanced benefit level. That Tier I member may pay the difference in actuarial cost of between Tier I and the enhanced Tier IV/V benefit. If that person was later rehired, or was previously rehired but had less than the required two (2) years of service for that benefit to automatically convert, the past service credit would be at the Tier IV/V level. At no time would the member be refunded the cost difference unless they terminated StanCERA membership and withdrew all of their contributions.

This section would also apply to a member who withdrew their funds and terminated StanCERA membership and was rehired by Stanislaus County and became eligible to redeposit their withdrawn contributions.

11. Final Compensation

The parties agree that the benefits in Tier V shall be calculated based on one- year final compensation. The parties recognize and agree that in some of the individual MOUs, this is referred to as “single highest year”. These two terms are interchangeable, and in all cases the definition of Final compensation as outlined in Govt. Code Section 31462.1 controls.

12. Retirement Funding

The parties understand and agree that the unfunded accrued actuarial liability (UAAL) for the enhanced retirement benefits is being funded through StanCERA reserve accounts of approximately \$50 million. This includes any reserves that were previously designated for negotiations and legal contingencies. These reserves have been provided for this purpose through an agreement between the County and StanCERA.

13. Full Understanding

The parties understand that these provisions fully set forth the Agreement of the parties in matters of retirement benefits as herein specified.

14. Severability

It is not the intent of the parties hereto to violate any laws, rulings or regulations of any governmental authority or agency having jurisdiction over the subjects of this Agreement, and the parties hereto agree that in the event that any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the Agreement shall remain in full force and effect unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement.

15. Grievance Provision

The parties agree that all disputes regarding this Agreement shall be controlled by StanCERA and the 1937 Retirement Act, as amended. Pursuant to Government Code Section 31520, StanCERA has final authority in the interpretation of retirement matters.

16. Coordination with Current Memoranda of Understanding Between the County and the Respective Employee Unions

The parties agree that nothing in this Agreement shall abridge or diminish any rights of either party established under the respective Memoranda of Understanding between the County and the respective employee unions. Where there is a conflict between the individual MOU and this Agreement, the terms of this Agreement shall prevail.