

**MEMORANDUM  
OF  
UNDERSTANDING**

**Between**

**IN-HOME SUPPORTIVE SERVICES  
(IHSS) PUBLIC AUTHORITY  
FOR SAN LUIS OBISPO COUNTY**

**and the**

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

**July 1, 2024 – June 30, 2027**

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## **PREAMBLE**

This Memorandum of Understanding is entered into by the San Luis Obispo County Public Authority for In-Home Supportive Services (hereinafter referred to as the "Public Authority") and the United Domestic Workers of America, AFSCME Local 3930, AFL-CIO (hereinafter referred to as the "UDWA" or "Union").

The parties hereto acknowledge that the relationship between the Public Authority and the Independent Providers (hereinafter referred to as "IHSS Providers" or "Providers") in the bargaining unit is unique in that the IHSS recipients (hereinafter referred to as "Consumers") remain the employer for the purposes of hiring, training, supervising, and terminating the work of any Provider providing services to them.

## **ARTICLE 1: RECOGNITION**

The In-Home Supportive Services (IHSS) Public Authority for San Luis Obispo County recognizes the United Domestic Workers of America, AFSCME Local 3930, AFL-CIO, as the exclusive representative of the In-Home Supportive Services Providers by this Agreement.

## **ARTICLE 2: UNION RIGHTS**

### **SECTION 1. UNION REPRESENTATIVES AND STEWARDS**

The Union shall notify the designated Adult Services Division Manager of the County of San Luis Obispo Department of Social Services of the names of its paid staff representatives and shop stewards at the beginning of each fiscal year. If there are any changes to the list of representatives/stewards, the Union will notify the designated Adult Services Division Manager within 30 calendar days of the change.

### **SECTION 2. BULLETIN BOARDS**

The Public Authority will furnish for use of the Union, a bulletin board at the Public Authority's offices in San Luis Obispo County. The bulletin board space shall be used only for the following subjects:

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

All material shall clearly state that it is prepared and authorized by the Union. The Union agrees that material posted on the bulletin board shall not contain anything that may reasonably be construed as maligning the Public Authority, its staff, or representatives of the Governing Board. The Public Authority reserves the right to remove any material posted in violation of this Section, and will notify

the Union when doing so.

**SECTION 3. ACCESS RIGHTS OF AUTHORIZED UNION REPRESENTATIVES**

The Public Authority agrees to admit to its San Luis Obispo County offices(s), the authorized Union representative(s) for purposes of adjusting grievances and conducting other legitimate, appropriate Union business on a case by case basis 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 of the names of its authorized representatives and access shall be limited to these persons.

**SECTION 4. ORIENTATION**

Union representatives shall be permitted to make a presentation of up to 30 minutes at the beginning of the in-person group check-ins. The Public Authority will provide reasonable notice to the Union of scheduled in-person group check-ins. The Union will provide reasonable advance notice to the Public Authority of the names of representatives who will speak on behalf of the Union at each in-person group check-in.

The Union will provide the Public Authority with a 30-minute video presentation that will be included with the virtual orientation. The Union may also conduct virtual presentations for providers and the Public Authority will send the providers the link to access those presentations.

**ARTICLE 3: UNION MEMBERSHIP**

**SECTION 1. MEMBERSHIP DUES**

- A. The Union has the exclusive privilege of dues deduction for all Providers in the bargaining unit covered by this MOU and who elect to join the Union. The Union will advise, and the Public Authority will cooperate when necessary to initiate deduction, California Department of Social Services (CDSS), as the payroll agent for Providers in the bargaining unit covered by this MOU, to deduct from the regular semi-monthly pay warrants of Providers all authorized dues; P.E.O.P.L.E contributions voluntarily requested and authorized by bargaining unit members; fees, and/or assessments as required by the Union, specifying the purpose(s) of the deduction. The union shall instruct the CDSS of the dollar amount to deduct for Union dues or other authorized Union deductions. The Union shall provide a dues structure memorandum within 30 days of signing this Agreement.
- B. Union dues will be deducted from a Provider's pay only when the Provider's pay is sufficient to cover the amount of the dues after other federal and state deductions are made, and are subject further to the following limitations:
  - 1. All required federal and state deductions, and any other legal deductions, shall have priority over Union dues.

2. Voluntarily, authorized or requested union deductions will not be made if the deduction would cause the Provider's net pay from the regular semi-monthly pay warrants to be \$15.00 or less.

## **SECTION 2. INDEMNIFICATION**

The Union shall indemnify, defend, and hold the Public Authority, its governing board, officers, and staff, harmless against any and all claims, demands, suits, orders, or judgments, or any other form of liability that arises out of or by reason of this article, or action taken or not taken by the Union or the Public Authority under this article. This includes, but is not limited to the Public Authority's attorney's fees and costs.

## **ARTICLE 4: PUBLIC AUTHORITY RIGHTS**

### **SECTION 1. RETAINED RIGHTS**

The Public Authority, on its own behalf, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws of the State of California and of the United States, including, but not limited to, the following:

- A. 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.
- B. To determine its mission and that of any constituent subsections, committees, and other related work groups.
- C. To build, move, or modify facilities; establish budget priorities, procedures, and allocations; to determine the methods of raising revenue.
- D. To add or delete names of IHSS individual Providers to and from the registry subject to the provisions of Article 9.
- E. To take such action as the Authority deems appropriate in the event of an emergency. For purposes of this agreement "emergency" shall mean an unforeseen event caused by forces beyond the control of the Public Authority, involving a reasonable likelihood that harm may be experienced unless prompt action is taken.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Public Authority, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only by the specific and express terms hereof are in conformance with the Constitution and laws of the State of California and the Constitution and laws of the United States.

**SECTION 2. LIABILITY OF THE PUBLIC AUTHORITY**

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

**ARTICLE 5: CONSUMER RIGHTS & CONFIDENTIALITY**

**SECTION 1. CONSUMER RIGHTS**

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

**SECTION 2. INFORMATION REGARDING CONSUMERS**

The Union shall neither seek nor receive information from the Public Authority regarding the name, address, phone number, or any other personal information regarding Consumers. Union representatives and 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 prescribed by law.

**SECTION 3. UNION ACCESS/HOME VISITS**

Union representatives shall not conduct union business, including business related to enforcement of this Agreement, at the home of the Consumer. However, Union representatives have the right to contact Providers at the addresses provided by the Case Management Information Payroll System (CMIPS). In certain instances, the 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 having received permission from both the Consumer and the Provider either (1) to make an appointment for a meeting at another location and/or time; or (2) to continue with the meeting. The time spent in any such meeting shall not be counted as work time for the Provider.

**ARTICLE 6: WAGES**

**SECTION 1. SALARIES**

- A. Effective January 1, 2024, the base wage for Providers was increased to \$16.00 per hour. If the State minimum wage increases during the term of this Agreement, the base wage for Providers shall also be increased by the same amount, provided however that if any change in State law results in the State minimum wage decreasing, or increasing by more than 3.5% in any one year, negotiations on this Article will be reopened upon the request of either party. .

## Attachment B

- B. Effective January 1, 2019, the Public Authority supplemented base wage by an additional one dollar (\$1.00) per hour above the State minimum wage (e.g., \$12.00 per hour for 2019). This supplement was increased by an additional eleven cents (\$0.11) per hour on April 1, 2020, and by an additional one dollar and fifty-three cents (\$1.53) per hour above the State minimum wage on December 1, 2021, for a total wage supplement of two dollars and sixty-four cents (\$2.64) per hour above the State minimum wage. The \$2.64 per hour wage supplement has been added to the County's Maintenance of Effort (MOE), but will not be compounded for subsequent increases not locally negotiated.
- C. In addition to the wage supplement stated in Article 6, Section 1 B above, the base wage for providers shall be supplemented by an additional one dollar and eighty-six cents (\$1.86) per hour to create a total wage supplement of four dollars and fifty cents (\$4.50) per hour over the State minimum wage. The additional supplement will be effective December 1, 2024 so long as the following contingencies can be met in advance: 1) approval by the Board of Supervisors as Governing Body of the Public Authority, 2) State approval of the Public Authority rate, and 3) completion of required State programming of Case Management Information and Payroll System (CMIPS or CMIPSII). Therefore, the wages shall be as follows:  
\$ 18.64 January 1, 2024, per the parties' prior agreement  
  
\$20.50 per hour, effective December 1, 2024

### **SECTION 2. ADOPTION OF WAGE CHANGES**

- A. The Public Authority will submit the appropriate request to the State to implement the new rates, including the Base Wage and the Wage Supplement within five (5) days of the union ratification and Public Authority adoption of this agreement and subsequently with sufficient advance notice of each change of the base wage.
- B. In the event that the State does not approve some portion of this Agreement, or provides an alternate cost interpretation, the parties will meet immediately for the purpose of allocating those Public Authority funds committed to this Agreement without any material increase of the committed funds.

### **SECTION 3. MAXIMUM STATE PARTICIPATION**

- A. It is the parties understanding that the combined total of wages and benefits described in Article 6, Section 1, and Article 7, Section 2 exceeds the \$12.10 State participation cap, and that the State shall participate in a cumulative total of up to 10 percent (10%) within a three-year period of the combined total of wages and benefits, pursuant to the California Welfare and Institutional Code section 12306.1(d)(3)(A).
- B. If the maximum State participation level for wages plus benefits is increased so that it exceeds the Provider base wage, plus healthcare contribution, plus the Wage Supplement, the amount of Wage Supplement will be adjusted so that the County's MOE remains the same as it would have been had the State participation level not been adjusted.
- C. If, subsequent to the change described in Article 6, Section 4A above, the Provider base wage, plus the Wage Supplement exceed the maximum State participation level for wages plus



benefit, the amount of the Wage Supplement will be re-adjusted so that the County's MOE remains the same as it would have been had the State participation level not been exceeded.

- D. In the case of a change to the maximum State participation levels, as described in Article 6, Section 3B and 3C above, upon request of the Union, the parties will meet and confer to modify the distribution of the impact of the change between wages and benefits.

**SECTION 4. WAGE AND BENEFITS CONTINGENCY**

- A. If, during the term of this Agreement, either State or Federal participation levels are increased or, either the State or Federal sharing formula is modified in any manner that would result in a reduced cost to the San Luis Obispo County Public Authority to maintain the wage levels described in this MOU or would provide additional funds at no additional cost to the County beyond the wage and benefits costs provided in this MOU that could be used for program enhancements, the parties shall re-open negotiations regarding the issue of wages.
- B. If, during the term of this Agreement either State or Federal participation levels are reduced, State realignment funds are 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 County 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 costs to the County the same as such supported by the new Federal and/or State share or funding participation cap.
- C. 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 County be required to increase its contribution toward the affected benefit and/or wages, as applicable.

**ARTICLE 7: DENTAL/VISION BENEFITS AND LIFE INSURANCE**

**SECTION 1. HEALTH BENEFITS CONTRIBUTIONS PREVIOUSLY ELIMINATED**

- A. By agreement of the parties, health benefits contributions by the Public Authority ceased effective January, 1, 2014, replaced by a corresponding increase in wage rates.

**SECTION 2. DENTAL/VISION BENEFITS**

- A. The Public Authority shall increase its contribution from twenty cents(\$0.20) per paid hour to twenty-two cents (\$0.22) per paid hour to the Union Health Trust Fund (UDW Trust) effective

## Attachment B

December 1, 2024, to fund a dental and vision plan for all eligible Providers. UDW Trust will automatically enroll such Providers into the plan.

- B. UDW Trust shall be solely responsible for administration of the program. UDW Trust and the Union shall indemnify, defend and hold the Public Authority, its Governing Board, officers and staff harmless against any and all claims, demands, suits, orders, or judgements, or any other form of liability, that arises out of or by reason of this Article, or action taken or not taken by the Trust, the Union or the Public Authority under this article. This includes, but is not limited to the Public Authority's attorneys' fees and costs.
- C. The Public Authority may audit the Trust to assure that the County contributions are being spent for appropriate purposes and to assure that the Trust is properly performing its duties. The Trust shall provide such information as the Public Authority deems necessary to enable review/audit. Nothing in this section modifies the responsibilities and duties of the Trust and the Union under section B above.

### **SECTION 3. LIFE INSURANCE**

- A. Pursuant to ACL 21-29, life insurance is considered a non-health benefit in the services category and is eligible for state reimbursement. Providers and their household family members shall qualify for up to a \$20,000 Life Insurance Policy administered through the UDW Trust. The Public Authority shall contribute three (3) cents per paid hour to the UDW Trust Fund to fund this life insurance policy for all eligible Providers. UDW Trust will automatically enroll such Providers into the plan.

Payment of this benefit will commence upon successful completion of all change requirements including: 1) approval by the Board of Supervisors as Governing Body of the Public Authority, and 2) State approval of the Public Authority rate. This benefit will result in one time MOE adjustment and no additions or increases to this benefit will be made that would further adjust MOE or cause additional expense to the County.

- B. UDW Trust shall be solely responsible for administration of the program. UDW Trust and the Union shall indemnify, defend and hold the Public Authority, its Governing Board, officers and staff harmless against any and all claims, demands, suits, orders, or judgements, or any other form of liability, that arises out of or by reason of this Article, or action taken or not taken by the Trust, the Union or the Public Authority under this Article. This includes, but is not limited to the Public Authority's attorneys' fees and costs.
- C. The Public Authority may audit the Trust to assure that the County contributions are being spent for appropriate purposes and to assure that the Trust is properly performing its duties. The Trust shall provide such information as the Public Authority deems necessary to enable review/audit. Nothing in this section modifies the responsibilities and duties of the Trust and the Union under section B above.

### **ARTICLE 8: GRIEVANCE PROCEDURE**

- A. **Definition**

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1. A grievance is defined as an allegation by a Provider, a group of Providers or the Union representing a named grievant or grievants, that the Provider(s) has been adversely affected by a violation of a specific provision of this Agreement. Matters for which a specific method of review is provided by law (e.g., unlawful discrimination complaints) are not within the scope of this procedure.

### **B. General Provisions**

1. This procedure shall be applied in resolving grievances filed by Providers covered by this Agreement during the term of this Agreement.
2. Participation in the grievance procedure in any capacity shall be solely on the Provider's own time, and shall not be treated as within any IHSS Consumer's allocated service hours, or as paid time.
3. A grievance shall be void unless filed in writing within thirty (30) calendar days from the date upon which the Public Authority is alleged to have violated the Agreement, or within (30) calendar days from the time the Provider received information indicating the alleged violation, whichever is later.
4. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. Grievant's failure to comply with the timelines shall result in the withdrawal of the grievance. Time limits may, however, be extended by mutual agreement.
5. Nothing contained herein shall be construed as limiting the right of any Provider to process a grievance or have the grievance adjusted without the intervention by the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. The Union will be notified of the decision and given an opportunity to state its position regarding the adjustment of the grievance.
6. Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of his/her supervisor.
7. The grievant may terminate the grievance at any time by giving written notice to the Public Authority. Failure to comply with the time limits, to attend scheduled meetings to discuss or hear the grievance, or to provide requested information at the grievant's disposal relating to the subject matter of the grievance shall be deemed a termination of grievance by the Provider.
8. The grievant has the right to have a representative present at any step of the grievance procedure.

### **C. Grievance Procedure Steps**

All grievances shall be processed in the following manner:

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1. **Informal** – Prior to filing a grievance in writing the Provider and a representative of the Public Authority will attempt to resolve the problem informally.
2. **Formal** – All grievances must be set forth in writing on a grievance form supplied by the Public Authority citing the alleged violation of the Agreement, and identifying the specific article and section of the Agreement that the Public Authority is alleged to have violated and shall specify the remedy sought.

### **STEP ONE: Coordinator**

If the grievance is not settled informally between the Provider/grievant and the representative of the Public Authority, it shall be reduced to writing on the form in Appendix A of this agreement and submitted to the Coordinator of the Public Authority or his/her designee.

The Coordinator or designee shall respond in writing to the grievance within ten (10) calendar days from receipt of the written grievance.

### **STEP TWO: Panel**

If the grievance is not settled at Step One, the grievant may submit a written request to move the grievance to Step Two, within ten (10) calendar days of receipt of the decision at Step One, to the County of San Luis Obispo Director of Adult Services.

A panel composed of the County of San Luis Obispo Director of Adult Services or designee and a member of the Advisory Committee shall respond in writing to the grievance within fifteen (15) calendar days from receipt of the Step Two request.

### **STEP THREE: Mediation**

If the grievance is not settled at Step Two, the grievant may submit a written request to move the grievance to Step Three, within ten (10) calendar days of receipt of the decision at Step Two. At Step Three, the parties shall utilize confidential mediation to attempt to resolve the dispute at issue. The parties shall request an impartial mediator from the State Mediation and Conciliation Service to meet with the parties to attempt to resolve the grievance within twenty (20) calendar days after completion of Step Two at a time mutually agreed to by the parties. The mediator shall attempt to facilitate an agreement between the parties, but shall not issue a decision or recommendation regarding this dispute.

## **ARTICLE 9: REGISTRY**

- A. It is recognized that one of the primary mandates of the Public Authority is assuring a registry service to facilitate the referral of Providers to Consumers. The Union respects the unique role of the IHSS Public Authority Registry.
- B. The Public Authority retains the exclusive right to list, refer, suspend, or remove an individual Provider from the Registry.

If the Public Authority decides to suspend or remove an individual from the registry the Provider will receive written notice of the action. The Provider may file written appeal of the suspension or removal from the registry with the Coordinator within ten (10) calendar days after receipt of this notice.

The Coordinator, upon request, will meet with the individual and his/her representatives to consider the appeal. The Coordinator will issue a written decision within fifteen (15) calendar days of the submission of the appeal or the meeting, whichever is later. A copy of the Coordinator's decision will be sent to the individual.

The Coordinator's decision is not subject to the grievance procedure contained in this MOU, but may be appealed in writing to a panel composed of the County of San Luis Obispo Adult Services Division Manager or designee and a member of the Advisory Committee.

## **ARTICLE 10: LABOR-MANAGEMENT RELATIONS COMMITTEE**

The Public Authority and the Union shall establish a Labor-Management Relations Committee. The role of the committee will be to consider matters affecting the relations between the parties. The committee will be advisory in nature. The committee will have no authority to delete from, add to or modify this MOU. Committee meetings will not serve as a substitute for nor will they satisfy the parties' obligation to meet and confer in good faith regarding matters within the scope of bargaining.

- 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 until such time as they can participate in a constructive manner.
- B. The committee shall be composed of up to three (3) Union representatives (two Providers and one UDWA staff representative) and up to three (3) Public Authority representatives, or their designees.
- C. The committee will be co-chaired by one of the Union representatives and one of the Public Authority representatives.
- D. The committee may meet as frequently as agreed to by the parties, but shall convene no less than quarterly.
- E. Minutes will be prepared by the Public Authority and the Union, with alternating responsibility, within (30) days of each meeting. Minutes are to be reviewed and approved by all members of the Committee.
- F. The Public Authority and the Union will address each recommended item within a reasonable amount of time or as agreed by the parties.

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

**ARTICLE 11: TRAINING AND DEVELOPMENT**

**SECTION 1. TRAINING**

- A. The Public Authority and the Union understand the importance of access to Training for IHSS providers and that it is of significance importance to the program. The Public Authority shall reimburse Providers for the costs of training done through the California Independent Provider Training Center (CAIPTC). The CAIPTC is a 501.c3 non-profit which provides caregivers trainings throughout California. Trainings will consist of, but not be limited to, Frist Aid, CPR, Caregiving Essentials, Bloodborne Pathogens, and OSHA Caregiving. Reimbursement will be made upon receipt of proof of payment and successful completion of training. The total reimbursement for all Providers shall not exceed \$4,000 per fiscal year.
- B. The Public Authority will meet all applicable State requirements regarding providing training to IHSS Providers.

**SECTION 2. CARDIO-PULMONARY RESUSCITATION (CPR) CERTIFICATION**

The Public Authority agrees to reimburse Independent Providers for fees paid for annual CPR certification at a maximum amount of \$4,000 per year for all Providers. Any additional cost will be borne by the Provider.

**ARTICLE 12: HEALTH AND SAFETY**

**SECTION 1. PROTECTIVE EQUIPMENT AND SUPPLIES**

The Public Authority will purchase protective supplies, which may include exam gloves, disinfectant wipes, masks and hand sanitizer, in an amount not to exceed \$20,000 per calendar year to be used on behalf of clients. These supplies will be available at the County of San Luis Obispo Department of Social Services offices. As agreed, the Public Authority will partner with UDW for joint distribution of the supplies. If at some point in the future, Medi-Cal/Medicare begins to cover the costs of these items, the parties shall meet to discuss how best to take advantage of this opportunity.

**SECTION 2. OTHER HEALTH AND SAFETY ISSUES**

Other health and safety issues may be referred to the Labor-Management Committee, including but not limited to the adequacy of protective equipment and supplies and their distribution.

**ARTICLE 13: GENERAL PROVISIONS**

**SECTION 1. MODIFICATION**

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

**SECTION 2. WAIVER**

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent regarding the enforcement of the terms and conditions of this Agreement.

**SECTION 3. SAVING CLAUSE**

If any part or provision of this Memorandum of Understanding is in conflict with applicable provisions of Federal or State laws, or is otherwise held to be invalid or unenforceable by any tribunal or competent jurisdiction, such part or provision shall be suspended and superseded by such applicable laws and the remainder of the Memorandum of Understanding shall not be affected thereby.

**SECTION 4. NO STRIKE PROVISION**

- A. It is agreed and understood that there will be no strike, work stoppage, slowdown, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the Public Authority by the Union or by its officers, agents, or unit members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- B. In the event of a violation of this Agreement, the Union agrees to take all necessary steps to cause those persons violating this provision to cease such action. Such steps shall include, but not limited to, contacting the offending persons, notifying them that they are in violation of the Agreement, and that their actions are not supported by the Union.
- C. Union members who violated this provision shall be subject to removal from the Registry by the Public Authority without recourse to any appeals procedure except as to the question of whether the Provider participated in the prohibited activity.
- D. This Article shall remain in effect until Agreement is reached between the parties on a successor contract or the parties in good faith exhaust the statutory impasse procedures, as provided under the M.M.B.A., whichever occurs first.

**SECTION 5. NON -DISCRIMINATION**

Neither the Public Authority nor the Union shall unlawfully discriminate against qualified applicants or Providers with regard to union activity, age, ethnicity, marital status, medical condition (cancer or genetic characteristics), national origin, physical or mental disability, pregnancy, race, religion, sex, sexual orientation, gender expression or identity, or any other legally protected status.

**SECTION 6. CONCLUSIVENESS OF AGREEMENT**

This Agreement concludes all collective bargaining between the parties and constitutes the sole and entire agreement between the parties and supersedes any prior agreements or understandings, oral or written, or practices by the Public Authority with regard to this bargaining unit.

**SECTION 7. TERM OF AGREEMENT AND SUCCESSOR  
AGREEMENT NEGOTIATIONS**

This Agreement shall be in full force and effect through June 30, 2027. The County and the Union agree that meeting and conferring over renewal or continuation of this Agreement shall be initiated at the request of either party no later than March 15, 2027, and that every effort will be made to reach an agreement prior to the expiration of this Agreement.

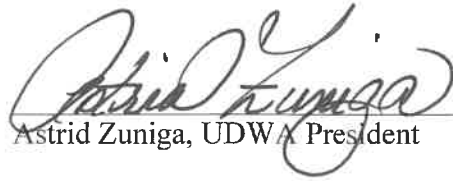


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**SIGNATURE PAGE**



Debbie Arnold, Chair of Governing Board  
For the IHSS Public Authority



Astrid Zuniga, UDWA President



Devin Drake, Director of Dept. Social  
Services



Doug Moore, UDW Executive Director



Jamie Russell, Management Representative



Yesenia DeCasaus, UDWA Negotiator



Sonya Massie, UDWA Regional Manager



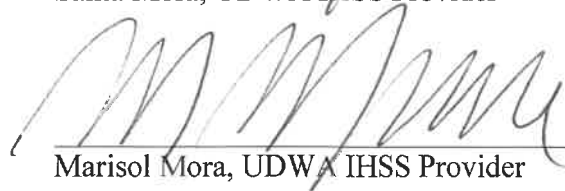
Robert Gibson, Union Representative




Dian Nicholson, UDWA IHSS Provider



Santa Mora, UDWA IHSS Provider




Marisol Mora, UDWA IHSS Provider



Jeff Grandinetti, UDWA IHSS Provider



Jessica Reyes, UDWA IHSS Provider

**ATTEST:**  
MATTHEW P. PONTES, Ex-Officio  
Clerk of the Board of Supervisors  
By:   
Deputy Clerk

**APPENDIX "A"**

**GRIEVANCE FORM**

**GRIEVANCE NO.** \_\_\_\_\_ **(public Authority Use Only)**

**DATE RECEIVED:** \_\_\_\_\_

**NAME AND ADDRESS OF GRIEVANT:**

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

**STATEMENT OF GRIEVANCE:**

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

**CONTRACT PROVISION**

**VIOLATED:** \_\_\_\_\_

\_\_\_\_\_

**PROPOSED SOLUTION TO RESOLVE GRIEVANCE:**

**SIGNATURE OF GRIEVANT:**

**DATE:**

**SIGNATURE OF REPRESENTATIVE:**

**DATE:**

107583.1 SA300-012