



UDW Package Proposal – Merced
Wednesday, October 23, 2019 – Second Proposal

(Attachment E)

The following proposals being submitted by the Union for the consideration are being presented as a package, with the acceptance or rejection of the proposals being based on the entirety of the package.

UDW/AFSCME Local 3930 reserves the right to add to, amend, delete from or otherwise alter, amend or modify in whole or in part its proposals during the course of negotiations at any time for any reason.

ARTICLE 15 – WAGES & BENEFITS

Section 1. Wages

1. The base wage for Providers is \$12 per hour or the applicable Federal, State, County, City Municipal minimum wage law or whichever is greater.
2. Effective upon Union Ratification, County Board of Supervisors and State approval, the Public Authority will supplement wages at an additional 50-cents (\$.50) above the State or Federal minimum wage or above the Public Authority's base wage, whichever is greater. The cost of the 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.
3. If the Provider wage, plus the supplemental wage, plus the cost of benefits exceed the maximum State participation level for wages plus benefits, the amount of the 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 exceeded.

As soon as ratified, County Board of Supervisor approved and State adoption, wages will increase to \$13.50

Section 2. DENTAL / VISION (NEW)

Effective as soon as practicable the Public Authority will supplement a dental/vision benefit at 20-cents (\$.20) per paid hour. The cost of the Benefit 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.

The Public Authority will submit the appropriate request to the State to implement the new rate, which includes the Benefit Supplement within five (5) working days of Union ratification and Public Authority adoption of this Agreement and subsequently with sufficient advance notice.

The Public Authority and the Union acknowledge their mutual interest in offering a quality, affordable dental and vision coverage for Providers. A dental and vision benefits will be provided to all Providers who qualify. The Public Authority and the Union agree to use the Union Trust to administer these benefits.



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The Public Authority will fund the Union Trust in the amount of 20-cents per paid hour monthly and payable in monthly installments. This amount shall be pro-rated from the date the plan is effective.

A one-time administrative set up fee of \$9,000 will be paid to the Union Trust. Fees will cover administrative and legal fees.

The Trust will provide quarterly report to the Public Authority or upon request. If the Provider Base Wage, plus the Wage and Benefit Supplement exceed the maximum State participation level for wages plus benefits, the amount of the 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 exceeded.

Article 17 – Supplies (NEW)

Supplies

The Public Authority will purchase protective supplies, which may include but not limited to exam gloves, disinfectant wipes, masks and hand sanitizer, in an amount not to exceed \$5,000 per calendar year to be used on behalf of clients. These supplies will be available at the Union Office.

ARTICLE 18 - UNION RIGHTS

Dues Deduction

The Union has the exclusive privilege of dues deduction for all IHSS Providers in the bargaining unit covered by this Agreement. The Union will advise California Department of Social Services (CDSS) or its designated payroll agent for the IHSS Providers in the bargaining unit covered by this agreement, to deduct all authorized dues, fees and/or assessments required by the Union. The Public Authority will cooperate with the Union and the California Department of Social Services (CDSS) to ensure the timely deduction of said dues, fees and/or assessments and the timely and accurate reporting to the Union of all such payments made pursuant to this Agreement.

Union dues shall be deducted, as authorized by each IHSS Provider, from bargaining unit wages and other earned compensation, including "lump sum" and/or retroactive pay.



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Orientations (NEW)

A reasonable number of union representatives shall be permitted to make a presentation for up to 30 minutes at mandatory provider orientations at the beginning of the orientation or as determined by the Public Authority and UDW at a Labor Management Committee Meeting. The Public Authority will provide reasonable notice to the Union of scheduled provider orientations. 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 orientation.

Article 19 TERM (Previous 17)

Term

The Term of this MOU between the Merced County Public Authority and United Domestic Workers of America is effective December, 2015 and will expire June 30, 2021.