MEMORANDUM
OF
UNDERSTANDING

BETWEEN THE

SAN DIEGO COUNTY IHSS PUBLIC AUTHORITY

AND THE

UNITED DOMESTIC WORKERS OF AMERICA,
AFSCME, AFL-CIO

HOME CARE WORKERS UNIT

JUNE 23, 2009 – DECEMBER 31, 2011

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UNITED DOMESTIC WORKERS OF AMERICA, AFSCME, AFL-CIO

HOME CARE WORKERS

JUNE 23, 2009 – DECEMBER 31, 2011

ARTICLE 1. PREAMBLE

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into by the San Diego County IHSS Public Authority (hereinafter referred to as "Public Authority") and the United Domestic Workers of America, AFSCME, AFL-CIO (hereinafter referred to as "Union") as a mutual recommendation to the Governing Body of wages, hours, and terms and conditions of employment which are to be in effect during the three-year period commencing from the effective date of adoption of this agreement by the Board of Supervisors following ratification of this agreement by the Union. Subject to the Board of Supervisor's adoption, this Agreement shall be effective from 8:00 a.m. on June 23, 2009 through 5:00 p.m. on December 31, 2011 for employees in the Home Care Workers Unit referred to in Article 2, Section 1 hereof, subject to the provisions of all required implementation procedures. This agreement shall be in compliance with the Employer-Employee Relations Resolution of the Public Authority except as otherwise provided in Sections 12300 and 12301.6 of the State of California Welfare and Institutions Code, as amended. The Union and the Public Authority acknowledge that the relationship between the Public Authority and the employees in the Home Care Workers Unit, who are individual providers, is governed by state law, specifically Welfare and Institutions Code Section 12301.6, that this relationship is unique, and that the Public Authority does not employ or manage the Home Care Workers in the role of a traditional employer and that the IHSS recipients (Consumers) remain the employer for the purposes of hiring, firing, training and supervising the work of any independent provider providing services to them.

Realignment

If at any point, during the life of this contract, the IHSS program is realigned and the County and IHSS Public Authority no longer have financial responsibility and/or jurisdiction over the program, in which case the State of California or another entity either public or private becomes financially responsible for the San Diego IHSS Public

Authority, the current Agreement between the United Domestic Workers and the San Diego IHSS Public Authority will be assigned to the new entity having financial responsibility and/or jurisdiction over the program.

In the event the program is realigned, the County of San Diego and the San Diego IHSS Public Authority will no longer have either financial responsibility nor responsibility to administer the program. The United Domestic Workers shall be able to reopen negotiations with whichever entity is designated to negotiate on behalf of the IHSS Home Care Workers.

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500 et. seq.) and Sections 12300 and 12301.6 of the State of California Welfare and Institutions Code, as amended, and has been jointly prepared by the parties.

ARTICLE 2. UNION RIGHTS

Section 1. Recognition

Pursuant to the provisions of the Employer-Employee Relations Resolution of the San Diego County IHSS Public Authority and applicable State law, the United Domestic Workers of America, AFSCME, AFL-CIO (Union) was certified on October 19, 2001 as a result of a secret ballot election as the majority representative of the Home Care Workers Unit. The Public Authority hereby recognizes the Union as the sole and exclusive representative for employees in the Home Care Workers Unit covered by this Memorandum of Understanding. The Union agrees that it has the duty to provide fair and non-discriminatory representation to all Home Care Workers (who may also be informally referred to as "Individual Providers" or "Independent Providers") covered by this MOU, regardless of whether they are members of the Union.

Section 2. Printing of Memorandum of Understanding

Each party shall bear the per unit cost of printing and translating copies of the MOUs for distribution by the respective party to management and employees.

Section 3. Union Officers and Stewards

A. Official Representatives

The Union shall notify the Public Authority of the names of its official Representatives and changes in such Representatives. The list and updates shall be sent to the Executive Director of the Public Authority.

B. Stewards

The Union shall notify the Executive Director of the Public Authority of the names of Stewards selected by the Union at the beginning of the contract year and shall update the names when changes occur. It is understood that Stewards shall receive no compensation for time spent engaging in activities as a Steward.

Section 4. Dues Deduction

The union has the exclusive privilege of dues deduction for all Home Care Workers covered by this Agreement. The Public Authority will advise the State of California Controller, as the payroll agent for its IHSS Individual Providers, to deduct all authorized membership dues, fees and/or assessments as required by the Union or as voluntarily requested by the employees. The Public Authority will assist and cooperate with the Union and the State Controller 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.

To the extent State and Public Authority data-processing systems permit, the Public Authority will provide the Union periodically with up-to-date rosters of the members of the bargaining unit including: Name, employee identification number, address, telephone number, earnings and deductions, year to date.

Section 5. Payroll

To promote a timely and accurate payroll system, the Public Authority and the Union shall work together to identify causes and solutions to problems resulting in late, lost or inaccurate paychecks and related 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.

Section 6. Direct Deposit

The Public Authority and the Union agree that the direct deposit of employee paychecks to the financial institution of the employee's choice on a voluntary basis is in the interest of the employee, the Public Authority and the Union.

Section 7. Bulletin Boards, Access and Notices

A. Bulletin Boards

The Public Authority will furnish for use of the Union, a bulletin board at the Public Authority office at 780 Bay Boulevard, Chula Vista. The bulletin board space shall be used only for the following subjects:

1. Information concerning Union elections or the results thereof.

2. Reports of official business of the Union, including reports of committees of the Union's Board of Directors.

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

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

In addition, and in an effort to provide a practical means of communicating with employees located in outlying areas of the region, the Public Authority will work with the Union to identify other possible locations for the posting of Union bulletins

If the Public Authority develops and has in place a digital web site, the parties will discuss what, if any, space or links may be appropriate and any associated costs.

B. Access of Authorized Union Representatives

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

C. Notices

The Public Authority will consider requests by the Union for inclusion of official Union notices in Public Authority mailings to Home Care Workers. Sufficient copies of the Union notice requested for inclusion in the mailing must be provided at least ten (10) days in advance. The Public Authority shall determine if the

format of the requested Union notice is compatible with the Public Authority's mailing. The Union shall reimburse the Public Authority for any incremental costs associated with the inclusion of the Union notices.

The Public Authority agrees to work with the State Controller, Social Services Department or other appropriate payroll agent to determine the practicality of having notices of union meetings and activities included with mailings of employees' paychecks, and, if determined to be practical, to work with the Union to develop a procedure for doing so.

ARTICLE 3. PUBLIC AUTHORITY RIGHTS

Section 1. Public Authority Rights

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

Section 2. Liability of Public Authority

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

Section 3. Past Practices

Continuance of working conditions and practices not specifically authorized by resolution of the Public Authority is not guaranteed by this Memorandum of Understanding.

Section 4. Emergency

Nothing herein shall limit the authority of the Public Authority to make necessary changes to carry out its operations during an emergency. The Public Authority shall notify the Union of the nature of the emergency and of any necessary changes as soon as possible. "Emergency" is defined as an unforeseen event caused by forces beyond the control of the Public Authority, involving a reasonable likelihood that harm would be experienced unless immediate action is taken. Emergency action under this Article

shall not extend beyond the period of the emergency. The Union shall be notified as soon as the emergency is resolved.

ARTICLE 4. CONSUMER RIGHTS AND CONFIDENTIALITY

Section 1. Consumer Rights

Consumers have the sole and undisputed right to hire, train and supervise the work of any Home Care Worker and to terminate any Home Care Worker without cause and without notice. Consumers shall retain their right to direct services rendered by the Home Care Worker 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 Home Care Workers 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. The consumer may consent to limited disclosure of information described herein and such consent may be withdrawn at any time and for any reason.

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 Home Care Workers at the addresses provided to them. In certain instances, the Union representatives may inadvertently visit a consumer's home, having been given the consumer's address as that of the Home Care Worker. Under such circumstances, the Union representative may speak with the Home Care Worker only after explaining the purpose of the visit and after having received permission from both the consumer and the Home Care Worker to either (1) to make an appointment for a meeting at another location and/or time; or (2) to continue with a meeting. The time spent in any such meeting shall not be counted as work time.

ARTICLE 5. WAGES

A. The wages for Home Care Workers will be increased to $ 9.50 per hour on the first of the month following approval by the Board of Supervisors as Governing Body of the Public Authority, and State approval of the Public Authority rate and completion of required State programming of Case Management Information and Payrolling System (CMIPS) subject to the following conditions:

1. There is availability of State and/or Federal funding sufficient for the wage increase;

2. The State and or Federal sharing ratio for that increase equals or exceeds that identified in the Welfare and Institutions Code as of the effective date of this Agreement;

3. The Board of Supervisors as Governing Body of the Public Authority and the State approve the Public Authority rate; and

4. The State completes the required programming of the CMIPS to reflect such wage increase.

B. If the State approves an amount less than the full funding, the County's financial contribution is capped at a level determined by the current state/federal/county shares of IHSS provider wages. Should the State and/or Federal sharing ratio of the IHSS wages be reduced, then the County's overall contribution will not increase, rather the IHSS Home Care Worker wages will be adjusted to reflect the reduced State and/or Federal contribution.

C. Implementation of these wage and benefit provision contained in Article 6, Health Insurance, shall be contingent upon successful application of California's Federal Medicaid Waiver. UDW will hold the County harmless against the enforcement of any new economic provisions of this contract if the Federal Medicaid waiver to subsidize program cases is discontinued or reduced. Should that occur then wage and benefit costs shall be reduced accordingly.

D. The wage increase shall be effective on the first of the month following completion of all of the above conditions.

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

Effective Date	Increase	Hourly Wage Rate
Upon state approval	$0.25	$9.50

ARTICLE 6. HEALTH INSURANCE

The Public Authority agrees in the concept of a Union Health Care Trust Fund for the sole purpose of providing health benefit programs to eligible individual providers covered under the MOU. The Union shall operate the Trust Fund and health care related benefit programs in accordance with all applicable Federal and/or State laws. Funds in the Trust shall not be co-mingled with Union funds.

The Public Authority shall have no responsibility for administering health benefits. The Union shall be solely responsible for the provision of health benefits and the administration of the health benefit programs for providers.

The Trust shall be funded up to a maximum of $8,784,000 annually for the term of this agreement, payable in monthly installments. In no event shall there be any obligation to provide any funding beyond the maximum of $8,784,000.

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

It is recognized and agreed that the County is not a party to the Trust and is under no obligation to increase appropriations.

Trust Fund Reports:

Quarterly, or upon written request, the United Domestic Workers of America will provide to the County of San Diego IHSS Public Authority a copy of the Trust Fund financial report. The financial report shall include the actual costs of the health benefit plan premiums, member contributions towards medical insurance, eligible provider participation level, rate increases by insurance carriers, a summary of remaining fund expenditures, and the beginning and ending cash balance of the fund. Additionally,

once each year, upon written request, the Public Authority will be allowed to perform a full financial audit of the Union Trust Fund at no cost to the union.

Indemnification:

The Union shall indemnify and hold the County of San Diego IHSS Public Authority and the County of San Diego harmless from any claims or legal actions brought under this agreement.

Termination of Payments:

In the event the trust created to provide health benefits terminates, or otherwise fails to provide the health benefits as set forth in the Trust agreement, the Public Authority's obligation to make funding contributions to the Trust shall cease. UDW shall notify the Public Authority in writing within three (3) calendar days of any action or proposed action to terminate the trust or to eliminate health benefits provided by the Trust.

ARTICLE 7. GRIEVANCE PROCEDURE

A. Definition

This procedure shall be applied in resolving grievances filed by employees covered by this Agreement during the term of this Agreement. A grievance is defined as an allegation by an employee, group of employees or the Union representing a named grievant or grievants, that the Public Authority has failed to provide a condition of employment that is established by this Agreement

Participation in the grievance procedure in any capacity shall be solely on the employee's own time, and shall not be treated as within any IHSS consumer's allocated service hours, or as paid time.

The Union may represent the grieving party at any stage of the grievance process.

This grievance procedure shall not apply to matters:

1. Over which the Public Authority has final jurisdiction;

2. Covered by the Employer-Employee Relations Resolution;

3. Concerning Consumer's Rights;

4. Concerning any other subjects, unless the subject is covered by the expressed terms of this Agreement that relate specifically to wages, hours and other terms and conditions of employment.

B. Timeliness

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 failed to provide a condition of employment that has been established by this Agreement, or within thirty (30) calendar days from the time the employee became aware of the alleged failure.

C. Grievance Procedure Steps

All grievances shall be processed in the following manner.

Prior to filing a grievance in writing the employee and a representative of the Public Authority will attempt to resolve the problem informally.

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 1: Assistant Director

If the grievance is not settled informally as between the employee/grievant and the representative of the Public Authority, it shall be reduced to writing and submitted to the Assistant Director of the Public Authority or his/her designee.

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

Step 2: Executive Director

If the grievance is not settled at Step 1, the grievant may submit the grievance within ten (10) calendar days of receipt of the decision at Step 1 to the Executive Director of the Public Authority.

If the grievant requests a meeting with the Executive Director, such meeting with the Executive Director or his/her designee, shall take place

within ten (10) calendar days after receipt of the Step 2 written response by the Public Authority, or at a time mutually agreed to by the parties.

The Executive Director or his/her designee shall respond to the grievance within ten (10) calendar days of the receipt of the written grievance or from the date of the meeting with the grievant, whichever is later.

Step 3: Mediation

If the grievance is not settled at Step 2, the parties shall utilize 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 2 or at a time mutually agreed to by the parties. The costs of mediation, if any, shall be shared equally by the parties.

Step 4: Arbitration

In the event the grievance is not resolved by mediation, the grievance may be submitted to arbitration. No grievance may proceed to arbitration unless and until it has been submitted to Step 3 of this grievance procedure.

The grievant may request that the grievance be referred to an impartial arbitrator who shall be designated by the parties. The request to proceed to arbitration must be filed in writing within fifteen (15) calendar days upon completion of Step 3 of this grievance procedure.

D. Selection of the Arbitrator

The parties may mutually agree to an arbitrator or may request a list of seven (7) arbitrators from the State Mediation and Conciliation Service. The parties shall alternatively strike names from the list until one (1) arbitrator's name remains.

If an arbitrator selected declines appointment or is otherwise unavailable, a new list shall be requested, and the selection shall be made as above, unless an arbitrator is mutually agreed upon by the parties.

E. Duty of Arbitrator

It shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a disposition of the grievance which shall be final and binding. The decision of the arbitrator shall be based solely on the interpretation of the appropriate provisions of the Agreement

applicable to the grievance. The arbitrator shall have no authority to add to, subtract from, modify or disregard any of the terms and conditions of this Agreement. The arbitrator shall limit his/her decision to the application and interpretation of the provisions of this Agreement.

F. Payment of Costs

The fees and expenses of the arbitrator shall be shared equally between the grievant and the Public Authority. Each party shall bear its own costs of representation including preparation of post-hearing briefs, if required. In the event a party chooses to have a court reporter present, the requesting party shall bear the cost.

G. Effect of Failure of Timely Action

Failure of the employee/grievant to file an appeal within the required time period at any step shall constitute an abandonment of the grievance. Failure of the Public Authority to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step.

ARTICLE 8. REGISTRY

A. It is recognized that one of the primary missions of the Public Authority is assuring a registry service to facilitate the referral of Home Care Workers for Consumers.

The Public Authority retains the exclusive right to list, refer with or without comment, suspend, or remove an individual Home Care Worker from the Registry.

B. Appeal Process

The Home Care Worker will receive written notice from the Public Authority upon a decision to suspend or remove an individual Home Care Worker from the Registry. A copy of the written notice will be sent to the Union. The Union or the Home Care Worker may file a written appeal for such suspension or removal from the registry to the Assistant Director of the Public Authority within ten (10) calendar days after receipt of the notice of the decision.

The appeal process is only applicable to Home Care Workers employed by IHSS Consumers. Those individuals desiring to be placed on the Registry but who have not yet been employed by a Consumer are not eligible to utilize the appellate process.

Step 1: The Assistant Director may schedule a meeting with the Home Care Worker and/or Union representative or respond in writing within ten (10) calendar days after receipt of the written appeal.

Step 2: If the appeal is not satisfactory to the Home Care Worker and/or the Union, it may be appealed to the Executive Director. Such appeal must be in writing and received by the Executive Director within ten (10) calendar days after the Step 1 meeting.

The Executive Director shall issue his/her written decision to the Home Care Worker and a copy to the Union within fifteen (15) calendar days. Such decision shall be final and binding. Neither the Union nor the Home Care Worker shall have the right to refer the matter to arbitration.

ARTICLE 9. LABOR-MANAGEMENT COMMITTEE

A. The Public Authority and the Union recognize the importance of maintaining a cooperative relationship in order to help fulfill the mission of the IHSS program and provide quality, reliable care to all clients/consumers. The parties recognize their mutual responsibility to address matters that could affect this goal.

B. The Public Authority and the Union shall establish a Labor-Management Committee. The purpose of the Committee shall be to work cooperatively to address matters affecting the relationship between the parties and to develop measures to improve client care and the IHSS program. The committee shall not engage in negotiations or consider matters properly the subject of a grievance.

C. Committee Composition and Procedures

1. The Committee shall be composed of up to eight (8) Union representatives and up to eight (8) Public Authority representatives.

2. The Committee will be co-chaired by one of the Union employees and one of the Public Authority representatives.

3. The Committee may meet quarterly, or as frequently as agreed to by the parties, but shall meet no less than twice per calendar year.

4. Minutes will be prepared by the Public Authority and the Union, with alternating responsibility, within thirty (30) days of each meeting.

5. The Public Authority and the Union will respond to each item within thirty (30) days of receipt of the minutes or as agreed to by the parties.

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

ARTICLE 10. TRAINING

A. All new IHSS Home Care Workers may be required to attend orientation training. A stipend will be provided to each person attending this training.

B. The Union and the Public Authority agree to mutual efforts to provide training programs that enrich the skills base of the Home Care Workers. The Public Authority shall seek and give consideration to the Union's input for the purpose of developing and implementing training programs for Home Care Workers. Subjects to be considered for training sessions may include, but are not limited to: First Aid, CPR and payroll procedures. Training may be voluntary and unpaid. The Public Authority and the Union agree to work together to explore mandatory training programs to the extent that the Public Authority's budget allows or to the extent that additional funding is authorized for this purpose.

ARTICLE 11. GENERAL PROVISIONS

Section 1. No Discrimination

In receiving the rights afforded by this agreement, and in accordance with applicable law, no person shall in any way be favored or discriminated against because of race, religion, age, gender, sexual preference, national origin, marital status or disability. Neither the Public Authority nor the Union shall interfere with, intimidate, restrain, coerce or discriminate against any Home Care Worker in her/his choice to participate in or join, or refuse to participate in or join, the Union.

Section 2. Agreement, Modification and Waiver

A. Sole and Entire Agreement

This agreement, together with any appendices and/or side letters, 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 the Home Care Workers unit.

The parties acknowledge that during the negotiations that resulted in this agreement, each had the unlimited right and opportunity to submit proposals with respect to any subject matter not otherwise prohibited by law and that the agreement reached by the parties following the exercise of that right and opportunity is set forth in this Memorandum of Understanding.

B. Modification

No agreement, alteration, understanding, variation, waiver or modification of any of the provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved by the Governing Body of the Public Authority.

C. Waiver

The waiver of any breach, term or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

Section 3. Provisions of Law

This agreement is subject to all current and future applicable Federal, State and local laws, regulations and the Employer-Employee Relations Resolution of the Public Authority. All ordinances, rules and regulations enacted by the Governing Body of the Public Authority shall be subject to the appropriate revisions, amendments and deletions necessary to conform to the purpose, intent and application of the provisions of this Agreement. If any part or provision of this Agreement is in conflict or inconsistent with such applicable provisions of Federal, State or local laws or regulations, or is otherwise held to be invalid or unenforceable, such part or provision shall be suspended and superseded by such applicable law or regulation and the remainder of this Agreement shall remain in full force and effect. If any Article, part or provision of this Agreement will operate to withhold or prohibit the receipt of any State or Federal funds, such Article, part or provision shall be suspended to the extent that the Article, part or provision operates to withhold or prohibit the receipt of such funds. In such a case, the Public Authority and the Union will meet and confer to discuss alternative proposals submitted by either party.

Section 4. No Strike, No Lockout

The unimpaired continuation of In-Home Supportive Services is of paramount importance to County residents and, specifically to the recipients of home care services. Therefore, neither the Union nor the employees covered by this agreement shall authorize, sanction or support any strike, slowdown or stoppage of work, or refusal to perform customary duties. In addition, the Public Authority shall not lock out Home Care Workers covered by this agreement. This provision shall continue in full force and

effect for the term of this agreement and for a minimum of one (1) year beyond the term of this agreement.

Section 5. Unique Nature of Services

The Public Authority and the Union recognize and appreciate the unique nature of the services rendered by Home Care Workers, who provide valued services to Consumers on an as-needed basis, without regard to the time of day, day of the week, or month of the year.

The unique nature of the work and the special relationship between the Consumer and the Home Care Worker prevents the establishment of a traditional workday and week.

The special relationship between the Home Care Worker and the Consumer transcends the traditional definition of "employer and employee" and is deserving of the parties' sincere respect and appreciation.

Jointly submitted and recommended this 7th day of July, 2009.

FOR THE SAN DIEGO COUNTY IHSS/PUBLIC AUTHORITY:

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