

Memorandum of Understanding



Mendocino County IHSS Public Authority and SEIU Local 2015

seiu 2015
California's Long Term Caregivers

December 10, 2019 through December 31, 2022

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MEMORANDUM OF UNDERSTANDING

between

MENDOCINO COUNTY IHSS PUBLIC AUTHORITY

and

SEIU LOCAL 2015 LONG TERM CARE WORKERS

THIS MEMORANDUM OF UNDERSTANDING, referred to below as “MOU”, is entered into by the Mendocino County Public Authority for In-Home Supportive Service (hereinafter referred to as the “Public Authority”) and Service Employees International Union Local 2015 Long Term Care Workers (hereinafter referred to as “Union”).

SECTION 1. PREAMBLE

The Public Authority does not employ or manage the IHSS Provider workforce in the role of a traditional employer. 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 the Agreement will require the assistance and cooperation of agencies that are not party to this Agreement. 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 provisions of this Agreement.

SECTION 2. UNION RECOGNITION

The Public Authority recognizes the Union as the exclusive collective bargaining representative for the covered In-Home Supportive Services Providers, also known as Independent Providers. The Public Authority is the employer of record for Providers. Clients retain the sole right to hire and fire Providers.

SECTION 3. MUTUAL RESPECT

The Public Authority and the Union agree that all Providers and staff involved in the IHSS program, regardless of position, profession, or rank, will treat each other with courtesy, dignity and respect. The foregoing shall also apply in providing services to the public, specifically including providing services to IHSS Clients.

SECTION 4. NO DISCRIMINATION

There shall be no discrimination in the interpretation, application, or enforcement of the express terms of this Agreement on the basis of any protected classification such as gender, race, religious creed, color, national origin, sexual orientation, age, disability, marital status, veteran

status or participation or non-participation in Union activities against any Provider by the Public Authority or the Union.

SECTION 5. UNION RIGHTS

5.1 Union Membership and Dues Checkoff

Any Provider hired by the Public Authority subject to this MOU shall be notified that the Public Authority has a MOU with the Union regarding wages, benefits and other terms and conditions of employment.

A blank membership form and written notice of the MOU shall be provided by the Union to the Public Authority and shall be included in the Providers' materials distributed to each new Provider during the IHSS orientation. Providers shall return authorization forms to the Union.

5.2 Hold Harmless

The Union shall defend, indemnify, and hold harmless the Public Authority and its respective boards, directors, officers and employees from any and all claims, demands, suits, liabilities, or any other action arising from Union related deductions from Providers' paychecks.

5.3 Payroll Deductions

The Public Authority will work with the State Controller to assist in the collection of Union membership dues and any other deductions authorized by the Union. Payroll deductions for dues will be paid promptly to the Union by the Public Authority.

5.4 Lists - Union Membership

The Public Authority shall provide a current Paid Provider Report to the Union on a monthly basis in a format that is mutually agreed to by the parties. The Report shall include the relationship of the Provider to the client.

The Union shall defend, indemnify, and hold harmless the Public Authority and its respective boards, directors, officers and employees from any and all claims, demands, suits or any other action alleging that the Union has misused or inappropriately disclosed Provider information obtained from the Public Authority.

5.5 Bulletin Boards

The Public Authority will provide a bulletin board in each of its offices (currently in Willits, Ukiah and Ft. Bragg) for use by the Union, provided the communications displayed have to do with official Union business.

5.6 Mailings

The Public Authority will include official Union notices in its mailings to the bargaining unit if the Union provides such notices to the Public Authority ten (10) working days prior to the mailing date, and if the Union reimburses the mailing costs to the Public Authority to the extent that the Union documents increase mailing costs. If possible, the Public Authority will provide the Union with two (2) weeks' notice of upcoming Public Authority mailings.

5.7 Steward List

The Union may designate and identify to the Public Authority, Union staff representatives and/or Provider stewards to advise and assist Providers with matters within the scope of representation. The Union shall provide the Public Authority a list of member Union staff representatives and/or Provider stewards every six (6) months.

5.8 Meeting Space

Upon request of the Union, the Public Authority may provide meeting space, provided such space is available and the Union complies with all departmental rules and policies of the County Board of Supervisors. Request for use of facilities shall be made at least three (3) working days (working days are days that the Public Authority administrative offices are open, currently Monday through Thursday) in advance to the appointing authority or designee and will indicate the date and time of the meeting. The appointing authority shall notify the Union at the time of the request if any charges are applicable for the use of the facility.

SECTION 6. ADVANCE NOTICE

The Union shall be given advance written notice of any ordinance, resolution, rules or regulations directly relating to matters within the scope of representation proposed to be adopted by the Public Authority or its Governing Board, and, except in an emergency, shall be given the opportunity to meet and confer with appropriate management representatives prior to adoption. In the event that the Public Authority must act on an emergency basis, the Public Authority shall meet and confer with the Union as soon as is practicable, if the Union so requests.

SECTION 7. ORIENTATION

All Providers are required to complete an orientation in conformance with applicable State law.

The Public Authority will provide the Union with a monthly calendar of new Provider orientations, including the location. Public Authority new Provider orientations conducted in a language other than English are scheduled as needed with notice to the Provider(s) and the Union. The Union will have up to thirty (30) minutes at or near the beginning of the orientation, unless there is an operation need for the Public Authority to present first. The Public Authority will give at least one week of notice to the Union of any change in the orientation schedule. The Public Authority

will provide the Union with a copy of the attendance list including names and telephone numbers after each new Provider orientation.

In the event that the Union is unable to attend a Provider orientation, the Public Authority shall inform Providers that they are represented by the Union and will distribute Union authorization forms and related printed Union information provided by the Union. Any completed Union authorization forms submitted to the Public Authority will be forwarded to the Union within fourteen (14) calendar days.

Union representatives will not be paid by the Public Authority for time spent in orientations.

SECTION 8. WAGES

1. Following ratification and approval of this MOU, effective the first administratively feasible full pay period of 2020 (including all local and state administrative processing time), the hourly wage for Providers will be fourteen dollars (\$14.00), which represents the California minimum wage as of January 1, 2020, plus a one dollar (\$1.00) wage supplement.
2. The Public Authority shall submit the appropriate request to the State to implement the new rate as soon as practicable after Union ratification and Public Authority approval of this MOU.
3. Subsequent to 2020, Provider hourly wages will increase by the amount the state minimum wage increases. Accordingly, and subject to the provisions of California Labor Code section 1182.12(d)(3), the Provider hourly wage will be as follows:
 - a. Effective the first full pay period of January 2021, the hourly wage for Providers will be fifteen dollars (\$15.00), which represents the California minimum wage plus the one dollar (\$1.00) wage supplement.
 - b. Effective the first full pay period of January 2022, the hourly wage for Providers will be sixteen dollars (\$16.00) per hour, which represents California minimum wage plus the one dollar (\$1.00) wage supplement.

SECTION 9. ENROLLMENT AND PAYROLL ADMINISTRATION

The parties understand that the IHSS payroll system is administered by the State. The Public Authority and the Union agree to work together in cooperation with the County and State toward the goal of assuring that Providers receive their pay on a timely and accurate basis.

Providers will be enrolled and will be able to access the electronic timesheet system, or, in the alternative, to receive paper timesheets as long as the State has authorized the use of paper timesheets, within thirty (30) calendar days after a Provider has submitted a completed and accurate enrollment packet, after the Provider has complied with all enrollment requirements, and after all of the Provider's clearances (DOJ, etc.) are complete and approved,

Payroll issues beyond the Public Authority's direct control are not subject to the grievance procedure.

The Public Authority shall provide all Providers with local access phone numbers to call for timely answers to payroll questions and resolutions to problems.

SECTION 10. TRAINING

The Public Authority will provide the Union with \$5,000 per year for training for Mendocino County IHSS Providers. Subject to the below restrictions and conditions, the payments will be provided to the Union in January of 2020, 2021, and 2022.

The Union may only spend the funds on the following IHSS work related topics: Universal Precautions, infection control, CPR, basic first aid, proper lifting techniques, symptoms of heart attack, symptoms of stroke, symptoms of diabetic coma, or working with patients who suffer from dementia, Alzheimer's, mental health issues and autism.

In order to receive any additional funds in 2021 and 2022, the Union must first provide the Public Authority with a written accounting of how the prior year's funds were spent. The accounting must show the date of the training, the topic of the training, the number of Providers at the training, and the total cost of the training. The Union must provide the accounting to the Deputy Director of Adult and Aging Services no later than December 31, 2020 and December 2021 respectively. No additional funds will be provided if Union fails to timely provide the required accounting.

No additional funds will be provided if the Union spends prior year funds on training topics not specified in this Section. If prior year funds remain at the end of the year, the Public Authority will provide the difference between the remaining funds and \$5,000.

This training provision will sunset with the end of this MOU.

SECTION 11. HEALTH AND SAFETY

The Union and the Public Authority recognize the importance of a safe and healthy working environment for Providers.

Providers shall report any unsafe or hazardous conditions to the Public Authority immediately. Although the parties recognize that the ability of the Public Authority to resolve unsafe or hazardous conditions may be limited, the Public Authority will attempt to assist in resolving reported unsafe conditions (such as a referral to appropriate authorities, or providing information, etc.) The parties agree that the Public Authority is not obligated to provide confidential or private information about the client, including but not limited to confidential information related to the resolution of hazardous or unsafe conditions.

The Public Authority, only when authorized by the Client, shall share relevant health and safety information with a Provider. The Public Authority shall encourage Clients to directly give Providers relevant health and safety information.

A provider injured on the job must report the injury and complete required workers compensation forms. Providers injured on the job should contact the Public Authority immediately to ensure that the proper forms are provided and executed. The Public Authority will provide workers compensation information at orientation. Workers compensation information is also available at the main office of the Adult and Aging Services Division; telephone number 707-463-7900 (currently located at 747 South State Street, Ukiah).

The Public Authority shall make available standard and non-latex gloves and disinfectant hand wipes at no charge to Providers or Clients who request them. The Public Authority shall have no obligation to reimburse Providers for purchase of supplies.

Nothing in this section shall be construed to limit or interfere with the rights of Clients to establish conditions of employment for Providers.

SECTION 12. REGISTRY

In accordance with the Welfare and Institutions Code, Section 12301.6 and the Mendocino County Ordinance No. 4093, the Public Authority shall operate a Registry for the purpose of assisting Clients in finding Providers. This may include assistance in finding emergency or respite Providers. Registry Services shall be available by telephone and other immediate means.

The Public Authority and Union agree to meet and confer regarding Registry matters within the scope of bargaining that are controlled by the Public Authority.

13.1 Removal From the Registry

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

The Public Authority will give written notice ten (10) days in advance to any individual Provider of intent to remove from the Registry. Such notice shall be sent by certified mail and shall inform the Provider of the reasons for the intended removal and of the Provider's right to file an appeal as set forth in this section below, the Provider's right to Union representation, and the Union telephone number. A copy of the written notice will be sent to the Union.

The Provider may appeal a notice of intent to remove from the registry, provided such an appeal is made in writing within fifteen (15) working days from receipt of notice of the intent to remove.

Appeal is made to the Public Authority Manager, who will meet with the Provider, if requested, and will respond in writing to the appeal within fifteen (15) working days of receipt of the written appeal

If the decision to remove the Provider from the Registry is reversed, the following actions will take place:

1. The Provider will be notified in writing that the decision was reversed.
2. The Provider's Registry eligibility will be immediately reinstated and the Provider's name will be added to the list that is sent to recipients seeking a Provider.
3. A letter will be sent to the IHSS consumers for which the Provider currently works indicating their reinstatement to the Registry.

The Provider may appeal the decision of the Public Authority Manager to not reinstate the Provider to the Registry, provided such an appeal is made in writing to the Director of Social Services or designee within fifteen (15) working days from receipt of the Public Authority Manager's decision.

The Director of Social Services or designee shall review the written record and respond in writing to the appeal within fifteen (15) working days of receipt of the written appeal. The decision of the Director or designee is final.

The Provider has the right to Union representation in appealing their removal from the Registry.

SECTION 13. GRIEVANCE PROCEDURE

A grievance is any dispute which involves the interpretation or application of any provision of this Agreement, excluding, however, the introduction and the provisions of this Agreement that specifically provide that the decision of any Public Authority official or Client shall be final. The interpretation and application of those provisions are not subject to the grievance procedure.

The Union may represent the grievant at any stage of the process.

Provider participation in the grievance procedure in any capacity shall be solely on the Provider's own time and shall not be treated as being within any client-allocated service hours, or as paid time.

Grievances must be filed within thirty (30) days of the incident or occurrence giving rise to the grievance and shall be processed in the following manner:

14.1 Step 1 (Informal)

Any Provider who believes that a provision of this Agreement has been violated shall discuss the complaint with the Public Authority Manager or such representative as the Manager may designate. A written decision by the Public Authority Manager shall be issued within fifteen (15) working days following the discussion.

14.2 Step 2 (Formal)

If a grievance is not satisfactorily resolved at Step 1 above, the grievant may submit the grievance in writing to the Deputy Director of Adult and Aging Services within fifteen (15) working days of notice of the Step 1 decision. The grievance shall state which provision of this Agreement has been violated, and the remedy sought, if any.

The Deputy Director of Adult and Aging Services or designee shall have fifteen (15) working days in which to respond to the grievance in writing. If the Union requests a meeting with the Deputy Director or designee, such a meeting will be held. If a meeting is held, the written response shall be fifteen (15) working days following the meeting.

14.3 Step 3 (Mediation)

If the grievance is not resolved at Step 2, either the Union or the Public Authority may, within fifteen (15) working days of receipt of the written Step 2 response, file written notification with the other party that the grievance is advancing to Step 3, Mediation.

Within fifteen (15) working days of the request for mediation, the parties shall mutually agree on a mediator. In the event the parties are unable to agree on a mediator within fifteen (15) working days, the parties shall request that the State Mediation and Conciliation Service assign a mediator to assist in resolving the grievance. Fees and expenses of the mediator, if any, shall be shared equally by the Union and the Public Authority.

14.4 Step 4 (Director)

If the grievance is not resolved at Step 2 or 3, the Union or the Public Authority may within fifteen (15) working days of the conclusion of mediation, file written notification with the other party that the grievance is advancing to Step 4, the Director of Social Services.

The Director of Social Services shall have fifteen (15) working days in which to respond to the grievance in writing. If the Union requests a meeting with the Director of Social Services, such meeting will be held. If a meeting is held, the written response shall be fifteen (15) working days following the meeting.

14.5 Step 5 (Arbitration)

If the grievance is not resolved at Step 4, the Union may, within thirty (30) days of receipt of the response from the Director of Social Services, refer the grievance to arbitration.

Within fifteen (15) working days of the request for arbitration, the parties shall mutually select an arbitrator. In the event the parties are unable to agree on an arbitrator within the fifteen (15) working days, the parties shall solicit from the State Mediation and Conciliation Service a list of seven (7) arbitrators. The parties shall alternately strike names from the list until one arbitrator's name remains. The first strike shall be determined by coin toss.

SECTION 14. CLIENT RIGHTS AND CONFIDENTIALITY

15.1 Client Rights

The parties reaffirm that under the Statute and the Ordinance establishing the Public Authority, IHSS Clients have the sole and undisputed right to:

- A. Hire Providers of their choice;
- B. Fire Providers from their service, at will;
- C. Determine in advance and under all circumstances who may and may not enter their home; and,
- D. Supervise and direct the work of the Providers who are providing services to them within the scope of authorized services.
- E. Certify utilization of approved hours.

15.2 Client Confidentiality

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

15.3 Client Right To Privacy

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

SECTION 15. LABOR MANAGEMENT COMMITTEE

In order to encourage open communication, promote harmonious relations, and resolve matters of mutual concern, the parties agree to meet in a Labor-Management Committee subject to the following.

- Meetings will be scheduled by mutual agreement of the parties.
- The parties may agree to ground rules to address such issues as appropriate quorum or necessary participants.
- The Labor Management Committee will have no authority to add to, delete from or otherwise modify the MOU.

- Committee meetings will not serve as a substitute for nor will they satisfy the parties' mutual obligation to meet and confer in good faith regarding matters within the scope of bargaining.
- By mutual agreement of the parties, observers and guests may be invited when their presence will be helpful in the resolution of specific concerns.
- The Labor-Management Committee will be comprised of up to six (6) representatives appointed by the IHSS Public Authority and up to six (6) representatives appointed by the Union. The IHSS Public Authority Manager will be one of the Committee members. At least one of the Union representatives will be a Union staff person.
- To facilitate resolutions, the parties agree to adopt a problem-solving approach in its discussions.

16.1 Topics

The roles/topics for the Labor Management Committee meetings may include but are not limited to the following:

- A. Health and Safety.
- B. Provider Training.
- C. Consumer Rights and Provider Rights and Obligations.
- D. Payroll Disputes. Identifying problem-solving mechanisms.
- E. After Hours Response for Urgent Care. After hours Registry Pool.

SECTION 16. PUBLIC AUTHORITY RIGHTS

Unless otherwise expressly specified in this Agreement, the Public Authority retains exclusive right to determine the methods, means, and personnel by which its operations are to be conducted; to determine the mission of its governing body, committees, and other related work groups; to operate the registry; to develop and operate training programs for IHSS Providers (other than that specified in Section 10 above); and to take all necessary actions to carry out its mission in emergencies.

SECTION 17. LIABILITY OF PUBLIC AUTHORITY

Any obligation or legal liability of the Public Authority, whether statutory, contractual or otherwise, shall be the obligation or liability solely of the Authority and shall not be the obligation or liability of the County of Mendocino.

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

SECTION 18. NO STRIKE / NO LOCKOUT

During the term of this Agreement, the Union, its members and representatives, agree not to engage in, authorize, sanction or support any strike, slowdown, stoppage of work, or refusal to perform customary duties. The Public Authority agrees not to lockout members during the term of this Agreement. This provision shall continue for one year beyond any other provisions of this Agreement.

SECTION 19. SCOPE AND SEVERABILITY

20.1 Scope of Agreement

Except as otherwise specifically provided herein, this Agreement fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall, during the term of this Agreement demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this Agreement by mutual agreement.

20.2 Severability of Provisions

Should any section, clause or provision of this Agreement be declared illegal, unlawful or unenforceable by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Agreement. In the event that a severed provision impacts unit members at a level that requires meet and confer the parties shall meet promptly to begin negotiations.

SECTION 20. TERM OF AGREEMENT

The term of this agreement shall be December 10, 2019 to December 31, 2022.

TENTATIVE AGREEMENT

FOR THE COUNTY

FOR SEIU 2015

Lisa S. Charbonneau
Chief Negotiator

Cindie Fonseca
Chief Negotiator

COUNTY OF MENDOCINO

SEIU 2015

By: _____
CARMEL J. ANGELO
Chief Executive Officer

By: _____
KIMBERLY EVON, Executive Vice
President, SEIU 2015

By: _____
LISA CHARBONNEAU
Chief Labor Negotiator

By: _____
CINDIE FONSECA, Chief Labor
Negotiator / Regional Director

By: _____
CHERIE JOHNSON
Interim Human Resources Director

By: _____
DEBRA BRYANT,
Negotiation Team Member

COUNTY OF MENDOCINO

By: _____
CARRE BROWN, Chair
Board of Supervisors

By: _____
BEVERLY GALTEN,
Negotiation Team Member

ATTEST: CARMEL J. ANGELO
Clerk of the Board

By: _____
BERTHA CRISTINA MORA,
Negotiation Team Member

Deputy

By: _____
CONSUELO ROCHA,
Negotiation Team Member

By: _____

I hereby certify that according to the
provisions of Government Code Section
25103, delivery of this document has
been made.

By: _____
JUANA SANTACRUZ,
Negotiation Team Member

CARMEL J. ANGELO, Clerk of said
Board

By: _____
SHEILA TRACY,
Negotiation Team Member

By: _____

Deputy