

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TEHAMA COUNTY IHSS PUBLIC AUTHORITY
AND
SEIU Local 2015

Term of Agreement

March 19, 2024 to March 18, 2027

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MEMORANDUM OF UNDERSTANDING
Between
THE TEHAMA COUNTY IHSS PUBLIC AUTHORITY
And
SEIU LOCAL 2015

Article 1 - Preamble

This Memorandum of Understanding, (hereinafter “Memorandum” or “MOU”), is entered into between the Tehama County In Home Supportive Services Public Authority (hereinafter “the Public Authority”) and SEIU Local 2015 (hereinafter referred to as “Union”) representing Independent IHSS Care Providers and WPCS (Waiver Personnel Care Services) Providers (herein after jointly referred to as “Providers”).

The Parties intend this agreement to be in compliance with the Public Authority’s Employer-Employee Relations Resolution except as otherwise provided by applicable law. The Public Authority is responsible for negotiating labor agreements concerning Providers but does not employ or manage the Providers.

Article 2 – No Discrimination

The Public Authority, as the employer of record, has no responsibility for the employment relationship between the IHSS Independent Provider and the Consumer. The Public Authority and the Union will inform IHSS Providers that Federal and State law prohibit workplace discrimination and harassment and provide procedures and remedies in the event they are treated unlawfully.

Article 3 – Public Authority Rights

Unless otherwise specified in this Memorandum of Understanding, the Public Authority retains all exclusive management rights reserved to it by State law. Management rights include but are not limited to (1) determining the merits, necessity or organization of any service or activity, (2) determining the methods,

means and personnel by which its operations are to be conducted and (3) managing the Provider Registry.

Article 4 – Limit of Liability

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

Article 5 – Union Recognition

Section 1 – Recognition

The Public Authority recognizes the Union as the sole and exclusive representative of Providers in the Tehama County IHSS workers unit covered by this MOU. This agreement does not apply to others affiliated with or employed by the IHSS Public Authority, including without limitation, administrative and operational staff.

Section 2 – Union Representatives

The Union shall provide the IHSS coordinator for the Public Authority a list of official representatives, who will be available to advise and assist providers on matters within the scope of representation. The list shall include the names, titles, telephone numbers, mailing addresses and email addresses of all Union representatives and Provider stewards. The Union shall notify the Public Authority about any changes to the list.

The Public Authority agrees to admit to its Tehama County office the authorized Union representatives for purposes of administering grievances and conducting other legitimate Union business related to enforcing and monitoring this Agreement. Time spent by Providers in labor negotiations will not deplete their Consumers' allotted service hours and is not time worked for the purposes of calculating overtime.

Section 3 – Dues Deductions

The Union has the exclusive privilege of dues deduction for all Providers covered by this Agreement. The Public Authority will work collaboratively with the Union and the State Controller to request the deduction of said dues, fees and/or

assessments including the voluntary deduction by Providers to the Union's Caregivers Action Fund subject to the payroll practices and limitations of the State and provided that the Providers have signed an authorization card. The Union shall be solely responsible for payment to the State of any expenses related to the administration of these deductions.

The Union shall indemnify, defend, and hold harmless the State of California, Tehama County, and the Public Authority, and their officers, employees and agents against any claim made and against any suit initiated against one or more of them involving payroll deductions of payroll dues, premiums or other Union-related deductions or lack thereof.

- A. Any Provider subject to this Agreement shall receive an authorization form and written notice from the Union during new Provider orientation explaining that the Agreement defines their wages, benefits and other terms and conditions of employment. The Union shall manage the forms as provided by law.
- B. Payroll Deductions and Payover. The Union shall instruct the State to commence and continue a monthly payroll deduction of Union dues and other deductions from the regular bi-weekly pay warrants of Providers who signed authorization forms. The Union shall instruct the State of the dollar amount to deduct for Union dues or other authorized Union deductions, including CAF, specifying the purpose(s) of the deduction. The State shall continue to make such deductions as instructed for so long as the Union provides such instruction.
 - 1. When an individual Provider's earnings for a Calendar month, after required Federal and State deductions are made, are insufficient to cover the amount of dues, no dues payment will be withheld for that calendar month. Further, no withholding will be made to cover that calendar month from future earnings.
 - 2. When an individual Provider is in a non-paid status for an entire calendar month no dues payment will be withheld for that calendar month. Further, no withholding will be made to cover that calendar month from future earnings.

3. All Federal and State deductions shall have priority over Union dues.
4. The Public Authority shall instruct the State to deduct premiums from Providers' pay for any approved voluntary insurance programs offered by the Union in conformity with State regulations.

Section 4 – Information

The Public Authority shall endeavor on a monthly basis to provide to the Union a list of current Providers including name, address, telephone number and unique identifier recognized by the State of California IHSS Payroll System. The list will be provided via electronic mail in an agreed-upon format.

Article 6 – Bulletin Boards

The Public Authority will furnish a secure bulletin board at the Public Authority Registry office for use of the Union. 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 or harassing the Public Authority, its staff, Tehama County representatives or the Board of Supervisors. The Public Authority may remove material which violates this rule and contact the union representative to advise of removal.

Article 7 – Registry

It is recognized that one of the Public Authority's Registry's primary missions is to provide Registry services to facilitate the referral of Providers for consumers to consider for hiring. The operation of the Registry will be conducted in a manner that will respect the rights and needs of consumers and Providers. The Tehama County IHSS Public Authority retains the exclusive right to list, refer with or without comment, suspend or remove an individual from the Registry.

Providers must confirm their desire to continue on the registry no less than (1) time per month. Confirmation may take place through email or by contacting the Public Authority by telephone. If after sixty (60) calendar days the Public Authority has not been contacted by the Provider to confirm their desire to continue on the Registry, the Provider will be sent a letter via U.S. Mail asking the Provider if they are still interested in being a Provider. The letter will also advise them that if they do not contact the Public Authority within thirty (30) calendar days from the date

of the letter that their status in the registry will be changed to “Inactive-No response to 30-day notice” and they will not be referred out to recipients for possible employment. If at some future date the individual desires to once again become active on the registry, they must contact the Public Authority to update their status.

Appeal Process

The appeal process contained herein is only applicable to Individual Providers who are 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 appeal process.

The IHSS Public Authority Registry will give written notice to any Individual Provider of any adverse decision affecting the Provider position on the Registry. Such notice shall inform affected Provider of his/her right to file an appeal, his/her right to Union representation and the contact number for the Union. The Provider may file a written appeal for such adverse decision to the Tehama County IHSS Public Authority Registry Manager within fourteen (14) days after the notice of decision. The Provider may submit any additional relevant evidence or statements along with the appeal. Public Authority Registry staff will review the appeal and respond in writing within ten (10) calendar days. A copy of the written decision will be sent to the Union. If the decision is not satisfactory to the Individual Provider he/she may appeal to the Public Authority Director. The appeal must be in writing and received by the Director within ten (10) calendar days. The Director will make a decision within twenty (20) days. The decision will be mailed to the Provider and the Union and will be final and binding.

Article 8 – Consumer Rights

Consumers have the sole and undisputed right to hire, train and supervise the work of any IHSS Care Provider and to terminate any IHSS Care Provider without cause.

Article 9 – Provider Rights and Responsibilities

Section 1 – Provider Rights

Providers have the right to decline or terminate employment at any time and for any reason. The Union and the Public Authority encourage Providers to provide at

least two weeks' notice to consumers and to the Public Authority IHSS Registry, if possible, to ensure continuity of care for consumers.

Section 2 Provider Privacy

The Public Authority shall promptly notify the Union of requests for legally protected information about Providers that it receives and of any and all claims that arise from its refusal to disclose such Provider information, and the Union shall reserve the right to assume the defense of such claims.

Section 3 – Provider Responsibilities

It shall be the responsibility of every Provider in Tehama County to:

- A. Perform authorized tasks only. The program does not compensate Providers for non-authorized tasks, nor will the Provider be covered by Workers' Compensation Insurance if injured while performing unauthorized work.
- B. Submit accurate, legible and timely time sheets. It is the Provider's responsibility to keep payroll stubs for their own personal records.
- C. Immediately report on-the-job injuries to the Social Worker.
- D. Report to work alone and not bring to the consumer's home children, or family members during authorized work hours unless preauthorized by the consumer.
- E. Maintain confidentiality and not divulge consumer information with anyone other than the Public Authority and Tehama County IHSS staff. Providers are bound by Section 10850 of the Welfare and Institutions Code, as well as other state and federal confidentiality laws. These codes prohibit disclosure of a consumer's name, personal data, medical conditions or any other information about an IHSS consumer.
- F. Immediately report by telephone or as soon as practicably possible to either the Tehama County Adult Protective Services (APS) or local law enforcement any incident of elder and dependent adult abuse. Providers are considered "mandated reporters" under Section 15630 (a) of the Welfare and Institutions Code. Any knowledge of an incident that reasonably appears to be physical abuse, abandonment, abduction, isolation, financial abuse, or

neglect (including self-neglect) or reasonably suspects such abuse shall immediately report the incident.

The Provider shall also submit a written report to either APS or local law enforcement within two working days. Failure to report is a misdemeanor, punishable by a fine, jail or both.

G. Offer and perform services without discrimination based on race, religion, religious creed, ancestry, color, national origin or ethnic group identification, sex, age, marital status, sexual orientation, medical condition or physical or mental disability.

H. Notify the consumer in a timely manner of any absences, time off or changes in work.

Article 10 – Orientations

The Tehama County Public Authority conducts State mandated orientations according to California State legislation for Providers. All Providers are required to complete an orientation in conformance with this legislation. Prospective Providers will be instructed to complete a mandatory onsite group orientation following completion of their individual online enrollment process through the Public Authority Registration, Enrollment Application (REVA).

The Public Authority will provide the Union with a quarterly calendar of New Provider Orientations, indicating the location, and time for the orientation. The Public Authority will give no less than one week's notice of any changes to orientation schedules. The Union will be provided thirty (30) minutes time at the beginning of the orientation to talk with Providers about the Union. Upon request the Union will be allowed to use available audio-visual equipment.

The Public Authority will provide the Union with the names of the Providers in attendance including names and telephone numbers after each New Provider Orientation. The State has agreed to provide the Union with additional information on the Providers that were in attendance, such as; names, addresses, home telephone numbers, personal cellular telephone numbers and personal email addresses. If the State is unable to provide this additional information, the Public Authority will make every effort to provide the additional information to the Union upon request.

The Union will notify the Public Authority prior to the orientation beginning if the Union will not be present. In the event that the Union is unable to attend an orientation, the Public Authority shall inform Providers that they are represented by the Union and will make available Union authorization forms and related printed Union information provided by the Union. The Union materials shall not contain anything that may reasonably construed as maligning the Public Authority, its staff, the Tehama County representatives or the Board of Supervisors.

Article 11 – Training

The Public Authority will allocate to the Union five thousand dollars and Zero Cents (\$5,000.00) per fiscal year for training for Tehama County Providers. Funds allocated for training may only be spent on IHSS work related topics, including but not limited to: 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, diabetes and autism. Training will be provided by the Union and/or third parties selected by the Union.

The Union and Public Authority may discuss training at the Labor-Management Committee. The first Labor-Management committee meeting should be held no later than 60-days following State approval of this Agreement. Nothing in this Section shall in any way serve to limit the Union from continuing to provide any existing training programs or from designing and implementing its own additional training programs for Providers.

The Labor Management Committee or their designees will create a handout, to be included in the IHSS Provider Orientation materials, listing available community training contacts and support groups that are not affiliated with the Public Authority or the Union.

Article 12 – Payroll

The IHSS payroll system is administered by the State. The Public Authority and the Union shall work together to identify causes and solutions to problems resulting in late, lost and/or inaccurate paychecks. When the causes of payroll problems are outside the Public Authority's direct control it will share information with the Union and the agency responsible for the problem.

Article 13 – Wage Supplements

The Public Authority will supplement the base wage by an additional dollar (\$1.00) per hour (“wage supplement”). This Wage Supplement becomes effective the first pay period following the State’s approval of the MOU.

The Public Authority will submit the appropriate request of the State to implement the wage supplement as soon as possible following approval of this Agreement by the Public Authority Governing Board.

Twelve full calendar months following implementation of the one dollar (\$1.00) per hour wage supplement, the Public Authority will add a second wage supplement in the amount of twenty-five cents (\$0.25) per hour. The total wage supplement at that time will therefore be one dollar and twenty-five cents (\$1.25) per hour for the second full year of the MOU.

Twelve full calendar months following implementation of the initial twenty-five cents (\$0.25) per hour wage supplement, the Public Authority will add a third wage supplement also in the amount of twenty-five cents (\$0.25) per hour. The total wage supplement at that time will therefore be one dollar and fifty cents (\$1.50) per hour for the third year of the MOU and thereafter.

Article 14 – Grievance Procedure

Purpose, General & Definition

Purpose

The purpose of this procedure is to provide a means for the Public Authority and the Union to resolve disagreements regarding the administration of their MOU.

General

Grievances should be resolved at the lowest level possible. The Union therefore encourages Providers to discuss and resolve their concerns directly with appropriate Public Authority staff at the first step of the grievance procedure if possible.

Providers participate in the grievance procedure on their own time. Union and/or Provider initiation of the grievance procedure does not stay any Public Authority actions.

Definition

A grievance is a disagreement between the Parties concerning the interpretation or application of any provision of this MOU. The grievance procedure does not apply to matters over which the Public Authority has no authority (such as Consumer rights, actions of the Board of Supervisors acting as the governing board of the County, State payroll and Consumer decisions to hire or terminate Providers) or subjects deemed non-grievable in this MOU.

Grievances shall be processed in the following manner:

Step 1. (Informal) The Provider and/or Union shall confer with the designated Public Authority representative within fourteen (14) working days of the incident or occurrence which caused the grievance. The Public Authority will issue a decision within ten (10) working days following the discussion.

Step 2. (Formal) If the grievance is not satisfactorily resolved at Step 1, the Provider(s) and/or Union shall present a written grievance to the Public Authority Program Manager within ten (10) working days of the Step One decision. The grievance must identify the provision(s) of the MOU violated and the requested remedy. The Public Authority shall respond to the grievance, in writing, within ten (10) working days of the receipt of the written grievance.

Step 3. (Mediation) If the grievance is not resolved at Step 2, the Provider or Union may within ten (10) working days submit the matter to non-binding advisory mediation. The Parties will contact the California State Mediation and Conciliation Service to request that the State name a mediator. The mediator will be asked to review the dispute and issue a proposed written recommendation.

The cost of the mediator's services, if any, will be shared equally by the parties.

The Public Authority Director will consider the mediator's recommendations in reaching a final decision. The grievant and the Union will be notified of the final decision of the Public Authority Director within ten (10) working days of obtaining the mediator's proposed decision. The cost of the mediator's proposed decision.

Time Limits

Each party involved in a grievance shall act quickly so that the complaint may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure. If the Provider or Union fails to file or advance a grievance within the above specified time limits, the complaint shall be forfeited.

The Union and the Public Authority may agree to waive the time limits for the processing of a grievance. Such waivers shall be in writing and shall be for a specified period-of-time.

Article 15 – Labor Management Committee

The Public Authority and the Union agree to create a labor-management committee in order to encourage open communication, promote harmonious relations and resolve matters of mutual concern. The committee will meet quarterly or as mutually agreed to by the Parties.

The committee will work cooperatively to address matters affecting the relationship between the parties and to develop measures to improve recipient care and the IHSS program. The committee shall not engage in negotiations or consider matters properly the subject of a compliant process.

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

The committee will be composed of three (3) representatives appointed by the Public Authority and three (3) representatives appointed by the Union. The Parties shall notify each other of any changes to their respective representatives.

Article 16 – No Strike / No Lockout

The unimpaired continuation of In-Home Support Services is of paramount importance to County residents and specifically to the recipients of home care services. During the term of this MOU, 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 lock-out members during the term of this MOU. This

provision shall continue in full force and effect for the term of this Agreement and for a minimum of one year beyond the term of the Agreement.

Article 17 – Full Understanding, Savings Clause and Waiver

Section 1 – Full Understanding

This MOU sets forth the full and entire understanding of the Parties regarding the matters set forth herein and all other matters subject to meet and confer. The Parties agree that during the negotiations which culminated in this MOU each Party had the right and opportunity to submit proposals with respect to any matter subject to bargaining not otherwise prohibited by law, and that the understandings and agreements arrived at after the exercise of that right are set forth in this MOU. Except as specifically provided herein, it is agreed and understood that each Party hereto voluntarily and unqualifiedly waives its right, and agree that the other shall not be required to negotiate with respect to any subject or matter covered herein.

Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this MOU shall not be binding on the parties unless made and executed in writing by all of the parties to this MOU, and if required, approved and implemented by Public Authority Board.

Nothing in this Section is intended to prevent the Public Authority and the Union from meeting and conferring during the term of this Agreement regarding matters covered herein upon the mutual agreement of the Parties to do so.

Section 2 – Savings Clause

If any provision(s) of this MOU are declared illegal, unlawful or unenforceable by a court of competent jurisdiction, such invalidation of said provision(s) shall not invalidate the remaining portions of the MOU, and such remaining portions shall remain in full force and effect. The Parties shall meet, upon request from either party, solely for the purpose of negotiating any impacts with respect to the provision that has been declared invalid or void.

Section 3 - Waiver

The waiver of any breach, term or condition of this Memorandum of Understanding by either Party shall not constitute a precedent in the future enforcement of all its' terms and provisions. Regarding matters not covered by this

agreement, the Union agrees that it has specifically waived any further right to bargain during the term of this Memorandum of Understanding on any subject discussed in bargaining or listed in the Public Authority's Rights clause.

Article 18 – Term

The term of this Agreement shall commence the latter of March 19, 2024, or the date that it is subsequently approved and ratified by the Union and by the Governing Board for the Public Authority. This Agreement shall remain in full force and effect until the latter of March 18, 2027, or until the Parties complete the negotiation process for this Agreement's successor, including utilization of impasse procedures if necessary.

The Parties shall return to the bargaining table ninety (90) days prior to expiration, to negotiate a successor agreement.

For the Union

For the Public Authority

Dated: _____

Dated: _____