

Memorandum of Understanding
between
**SHASTA COUNTY IN-HOME SUPPORTIVE SERVICES – PUBLIC
AUTHORITY**
and
SERVICE EMPLOYEES INTERNATIONAL UNION. LOCAL 2015 (SEIU)
August 22, 2017 through December 31, 2021

ARTICLE I PREAMBLE AND AUTHORIZED AGENTS

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into by the Shasta County IHSS Public Authority (hereinafter referred to as "Public Authority") and the Service Employees International Union, Local 2015 (SEIU) (hereinafter referred to as "Union") for wages, hours, and terms and conditions of employment which are to be in effect from August 22, 2017 or the date of approval by the Shasta County IHSS Public Authority Governing Board – whichever is later – through December 31, 2021 for persons in the Individual Providers Unit referred to in Article III 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 California Welfare and Institutions Code, as amended. The Union and the Public Authority acknowledge that the relationship between the Public Authority and persons in the Individual Providers 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 Individual Providers in the role of a traditional employer and that the In-Home Supportive Services (IHSS) recipients (Consumers) remain the employer for the purposes of hiring, firing, training and supervising the work of any Individual Provider rendering services to them.

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 California Welfare and Institutions Code, as amended,) and has been jointly prepared by the parties.

For the purpose of administering the terms and provisions of this Agreement and official notifications, the following agents or designees have been identified:

IHSS PA principal authorized agent shall be:
In-Home Supportive Services Public Authority
Governing Board
Larry Lees, Secretary
1450 Court Street, Room 308A
Redding, CA 96601
Telephone: (530) 225-5561

FAX#: (530) 229-8238

Union's principal authorized agent shall be:

Cindie Fonseca, Regional Director
Service Employees International Union, Local 2015
1109 Hartnell, Suite 2
Redding, CA 96002
Telephone: (855) 810-2015

ARTICLE II 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 Individual Providers to and from the registry; to determine the extent to which it is financially able to provide or continue to provide the wages and benefits contracted for herein, and to take all necessary actions to prepare for and 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 Shasta. 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 Shasta 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 or financial condition 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. If during the term of this Agreement, Shasta County's

Social Services 1991 realignment revenue does not meet the immediately preceding year's base as defined by the State Controller's Office, Authority, in its sole discretion may reduce the hourly wage by a percentage equivalent to the percentage of base shortfall. In no event would the wage be reduced below the applicable California State Minimum Wage. This reduction shall remain in effect until such time as the Social Services 1991 realignment base is restored to the level that existed prior to the shortfall. This reduction in wages is subject to impact bargaining.

ARTICLE III RECOGNITION

Section 1 Exclusive Recognition

The Shasta County IHSS Public Authority has recognized the Service Employees International Union, Local 2015 (SEIU) as the exclusive representative of the In-Home Supportive Services Individual Providers covered by this agreement. Such recognition was established as part of an amended certification approved by the Public Employment Relations Board (PERB) on October 13, 2015.

Section 2 Distribution of Copies of Memorandum of Understanding

The Public Authority shall be responsible for the printing and distribution of this agreement to persons designated by the Public Authority to receive them. The Union shall be responsible for the printing and distribution of this agreement to represented IHSS Individual Providers and Union representatives.

ARTICLE IV UNION MEMBERSHIP AND DUES CHECKOFF

Section 1 Notice

Any Provider hired subject to this Memorandum of Understanding shall be provided an authorization form and written notice that the Public Authority has a Memorandum of Understanding with the Union regarding wages, benefits and other terms and conditions of employment. The blank form and written notice shall be provided by the Union to the Public Authority and shall be distributed to each new IHSS provider at the IHSS orientation. The form, signed by the Provider, shall be returned to the Union.

Section 2 Payroll Deductions and Payover

The Union shall instruct the State to commence and continue a monthly payroll deduction of Union dues from the regular pay warrants of Providers who have authorized such deduction. The Union shall instruct the State of the dollar amount to deduct for Union dues or other authorized Union deductions, including voluntary COPE contributions, specifying the purposes(s) of the deduction. The State shall continue to make such deductions as instructed for so long as the Union provides such instruction.

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.

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.

All required federal and state deductions shall have priority over Union dues.

The Public Authority shall instruct the State to deduct premiums for approved voluntary insurance programs offered by the Union from Provider's pay in conformity with State regulations.

Section 3 Indemnity and Defense:

The Union agrees to indemnify, defend and hold harmless the Public Authority and the County of Shasta against all claims, demands, suits or any other action, including costs of such suits and reasonable attorneys' fees and/or other forms of liability arising from the implementation of the provisions of this Article.

ARTICLE V BULLETIN BOARDS AND POSTED MATERIALS

Section 1 Bulletin Boards

The IHSS Public Authority agrees to place a suitable bulletin board in the main Public Authority office, upon which the Union may post its formal notices provided that the posted material is not derogatory to the Public Authority or the County.

Such notices posted on the bulletin board shall be used only for the following subjects:

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

Such use shall not interfere with the legitimate needs of the Public Authority.

Section 2 Posted Material

All material shall clearly state, on SEIU Letterhead, that it is prepared and authorized by the Union. All material shall be in good taste and shall not be political in nature or malign the IHSS Public Authority or its representatives. The Public Authority reserves the right to remove any material posted in violation of this Article provided the Public Authority first contacts the Union by telephone to inform the Union of the offending provisions. If the Public Authority does remove material posted by the Union, it will notify the Union in writing. Unauthorized

materials may be removed by the Public Authority at any time.

ARTICLE VI UNION ACCESS TO PUBLIC AUTHORITY BUILDINGS

The Public Authority agrees to admit to any of its offices the authorized representative(s) of the Union for purposes of conducting legitimate, appropriate Union business related to enforcing and monitoring this agreement.

The Union shall notify the Public Authority Manager or his/her designee of the name, title, phone number and mailing address of its authorized representatives upon ratification of this agreement. The Union shall notify the IHSS Public Authority Manager or the Manager's designee of any changes to its authorized representatives within ten (10) calendar days of such change. The IHSS Public Authority shall not recognize authorized representatives of the Union until this information is provided in writing to the Public Authority Manager or his/her designee.

Orientation of Potential Providers:

The parties agree that the Union may have access at the end of scheduled orientation meetings for new potential providers to explain the Union's structure and contact personnel as required under Welfare and Institutions Code section 12301.24. It is understood that attendance will be strictly voluntary for the attendees and Union representatives will respect the time limits. The rules pertaining to bulletin boards and posted materials regarding content shall also pertain to these meetings. The Union shall provide the names of three persons who may make these presentations to the IHSS Public Authority Supervisor prior to the beginning of each calendar year.

ARTICLE. VII REGISTRY

It is recognized that one of the primary missions of the Public Authority is assuring the existence of a registry service to facilitate the referral of Individual Providers to Consumers.

The Public Authority retains the exclusive right to list, suspend, or remove an Individual Provider from the Registry. The Public Authority retains the exclusive right to refer an Individual Provider to a Consumer with or without comment,

ARTICLE VIII CONSUMER RIGHTS AND CONFIDENTIALITY

Section 1 Consumer Rights

Consumers have the sole and undisputed right to hire, train and supervise the work of any Individual Provider and to terminate any Individual Provider without cause and without notice. Consumers shall retain their right to direct services rendered by the Individual 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 Individual 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 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 Memorandum of Understanding, at the home of a Consumer. However, Union representatives have the right to contact Individual Providers 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 Individual Provider. Under such circumstances, the Union representative may speak with the Individual Provider only after explaining the purpose of the visit and after having received permission from both the Consumer and the Individual Provider 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 for the Individual Provider.

ARTICLE IX TRAINING

Section 1 Public Authority Training

To the extent funds are available, the Public Authority shall offer CPR and First Aid training to all Individual Providers who are included on the Public Authority registry. In addition, training in skills and knowledge appropriate to care and service for IHSS Consumers shall be developed and presented from time-to-time and made available to Individual Providers throughout the County. Individual Providers attending such training shall do so on their own time.

Section 2 Union Training

The Union may also develop and present training programs to assist Individual Providers in their work on behalf of IHSS recipients. Those choosing to attend such training shall do so on their own time. In addition, the Public Authority will distribute appropriate training materials prepared by the Union and supplied to the Public Authority for its training classes.

ARTICLE X WAGES

The following wages shall be applied to Individual Providers as of the dates shown below.

Section 1 Wages

The "Base Wage" for Providers shall be the State, Federal or other applicable minimum wage, whichever is highest.

Effective as soon as practicable following approval of this Agreement by the Public Authority, the Public Authority will supplement the Base Wage by fifty cents (\$.50) per hour in accordance with Welfare and Institutions Code section 12306.16(d)(6)-(7) and will submit the appropriate request to the State to implement that new rate within five (5) working days of approval of this Agreement by the Public Authority and subsequently with sufficient advance notice of each subsequent change to the Base Wage.

Effective October 1, 2018 or as soon as practicable thereafter following approval by the State, the Public Authority will supplement the Base Wage by an additional ten cents (\$.10) for a total of sixty cents (\$.60) per hour as a wage supplement in accordance with Welfare and Institutions Code section 12306.16(d)(6)-(7) and will submit the appropriate request to the State with sufficient advance notice to implement the new rate within this timeline and of each subsequent change to the Base Wage.

The cost of the Wage Supplement to the Base Wage will be added to the County's Maintenance of Effort (MOE) on a one-time basis as provided in Welfare and Institutions Code section 12306.16(d)(7).

Section 2 Wage Contingency:

The uncertainty of the levels and continuation of state and federal funding for the IHSS program requires that the Public Authority and the County protect its other programs and services from sudden revenue shifts. Contract commitments to the IHSS program could result in millions of dollars of unfunded liability if the levels of state and federal participation change. Due diligence requires that the County and the Public Authority protect its fiscal interests in this regard. (Note: the term "wage, wages, or wage cost" as used hereafter includes wages, benefits, employment taxes and administrative costs.)

A. Notwithstanding any change to federal or state law or application thereof during the term of the agreement, the County and/or the Public Authority's obligation to contribute toward wage cost shall be capped at 17.5% combined. Within 15 days of notification of any such change the Parties will meet and consult on the impact of such changes.

B. If during the term of this Memorandum of Understanding the Public Authority determines that state or federal participation levels are reduced or the state or federal sharing formula is modified in a way that would result in an increased cost to the County and/or the Public Authority to maintain the wage level described in this MOU, wages will be reduced by an amount necessary to keep the total cost to the County and/or the

Public Authority the same as such cost that existed on the day prior to the effective date of such reduction or modification. The wage adjustment will be effective on the date the reduction or modification is effective.

ARTICLE XI RESERVED

ARTICLE XII RESERVED

ARTICLE XIII GRIEVANCE PROCEDURE

Section 1 Definitions

- A. A grievance is a claimed violation of a provision of this Memorandum of Understanding which adversely affects the grievant. Excluded from this grievance definition, however, are matters over which the Public Authority has no jurisdiction, including but not limited to; Consumer rights; placement, removal or exclusion from the Public Authority's Registry, or issues directly regarding the County of Shasta. The Union may represent the grievant at any stage of the process.
- B. A grievant is 1) an Individual Provider currently within this bargaining unit or 2) the Union regarding rights granted to the Union by this Memorandum of Understanding. 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 Consumer's allocated service hours, or as paid time.
- C. Grievances must be filed within thirty (30) days of the incident or occurrence giving rise to the grievance and shall be processed in the manner described in this Article.
- D. As used in this Article, the word "days" shall mean consecutive calendar days.

Section 2 Grievance Procedure Steps

Step 1: Any Individual Provider and or Union Representative who believes that a provision of this Memorandum of Understanding has been violated which violation adversely affects the grievant, and who wishes to file a grievance shall do so at the Public Authority Office on the Public Authority's grievance form within the time limits sets forth in Section 1 (C). Failure to file within these time limits shall result in the grievance being dismissed.

Step 2: If the grievance has not been resolved at Step 1, the Public Authority Director and/or representative will schedule a meeting, if requested, with the grievant and/or the grievant's Union Representative at the Public Authority office within fourteen (14) days from the filing of the grievance.

Step 3: The Public Authority Director and/or representative will investigate and issue a decision in writing within fourteen (14) days to the grievant, from the filing date or meeting date, whichever is later. If the Public Authority Director or his/her representative does not issue a decision within fourteen (14) days, the grievant may appeal the grievance to Step 4.

Step 4: If the grievant disagrees with the Public Authority Director's decision, the grievant may appeal the decision of the Public Authority Director within fourteen (14) working days to the IHSS Governing Board. If a grievant submits a timely appeal, the grievance will be heard by a Grievance Panel. Failure to file a timely appeal will result in the Public Authority Director's or his representative's decision made final.

Section 3 *General Provisions*

A. The Grievance Panel will be a three-member board composed of one person chosen by the Public Authority's Director, one person chosen by the Union, and one person chosen from the management of another IHSS Public Authority or Shasta County Department Heads by the County Administrator. This Grievance Panel shall meet (which may be by electronic or telephonic means) and determine whether to hold a hearing and decide the matter or request the matter be heard by a hearing officer selected by mutual agreement of the parties.

If the parties cannot agree upon a hearing officer, a list of seven hearing officers shall be obtained from the California State Mediation and Conciliation Service, or some other agreed upon source. The grievant shall strike one name from the list first, and then each party shall alternately strike one name from the list until only one name remains.

B. The parties agree to equally share in the cost of the hearing officer. The parties may agree to equally share in the cost of a court reporter; otherwise, the party requesting the court reporter shall bear the associated costs. If a party requests the court reporter to prepare a transcript, the requesting party shall be responsible for the costs.

C. The grievance panel or hearing officer shall be strictly limited to determining whether there has been a violation of a provision of this agreement. The hearing officer shall not have any power to add, subtract, modify, or establish any terms or conditions in this Memorandum of Understanding.

D. The Grievance Panel's (or hearing officer's if used) report shall include a summary of the facts, the positions of the parties, conclusions

and decision on the issue(s) presented and shall be issued within thirty (30) days of the close of the hearing.

E. The IHSS Governing Board may accept the decision of the Grievance Panel (or hearing officer if used), or after reviewing the issued report may modify or overturn the decision contained in the report.

F. The decision of the Shasta County IHSS Governing Board shall be final and binding.

G. Each party to this Memorandum of Understanding shall bear its own costs during the grievance and hearing procedures.

ARTICLE XIV LABOR-MANAGEMENT RELATIONS

Section 1 Goal

The Public Authority and the Union recognize the importance of maintaining an effective working relationship in order to fulfill the mission of the IHSS program, and ensure reliable care to all Consumers. Both parties recognize their responsibility to address any program matter that might affect this goal.

Section 2 Establishment and Purpose of Committee

The Public Authority and the Union shall establish a Labor-Management Relations Committee (the Committee, or LMRC). The purpose of the Committee shall be to consider and take action on matters affecting the relations between the parties and recommend measures to improve Consumer care and the IHSS program. The Committee shall not engage in negotiations or consider matters properly the subject of a grievance.

Section 3 Composition and Operation of the LMRC:

- A. The Committee shall be composed of up to four Union representatives and up to four Public Authority representatives.
- B. The Committee will be chaired alternately by one of the Union representatives and one of the Public Authority representatives.
- C. The Committee may meet as frequently as agreed to by the parties, but shall convene no less than twice per calendar year unless waived by the parties.
- D. Minutes will be prepared by the Public Authority and the Union, with alternating responsibility, within thirty (30) days of each meeting.
- E. The Public Authority and the Union will address each recommended item within a reasonable amount of time or as agreed by the parties.
- F. Union Committee members serve on a voluntary basis and will receive no remuneration from the Public Authority for their participation.

ARTICLE XV FULL UNDERSTANDING, MODIFICATION AND WAIVER

Section 1 *Full Understanding.*

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to bargaining, and therefore any other prior or existing understanding or Agreement by the parties, whether formal or informal, written or unwritten, regarding such matters is hereby superseded or terminated in its entirety.

Section 2 *No Interim Bargaining.*

It is agreed and understood that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counter-proposals with respect to any matter subject to bargaining and that the understandings and agreements arrived at after the exercise of that right are set forth in this Memorandum of Understanding. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation during the term of this agreement. However, nothing in this provision shall preclude the parties from mutually agreeing to reopen negotiations on any issue in this MOU during its term.

Section 3 *Modification*

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

Section 4 *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 Authority's Rights clause.

Section 5 *Status of Memorandum of Understanding*

This Memorandum of Understanding shall supersede any documents unilaterally adopted by the Authority where conflicts exist regarding a subject covered herein.

ARTICLE XVI

SAVINGS PROVISION

If any provisions of this Memorandum of Understanding are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

FOR THE SHASTA COUNTY IHSS-PA



Gage Dungy, Chief Negotiator



Tracy Tedder, Team Member

Lawrence Lees,
Shasta County Executive Officer
Secretary, IHSS -- Public Authority

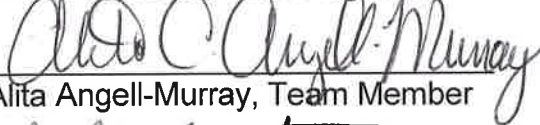
David A. Kehoe, Chair
Governing Body,
Shasta County IHSS Public Authority

Date

FOR SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 2015



Cindie Fonseca, Chief Negotiator



Alita Angell-Murray, Team Member



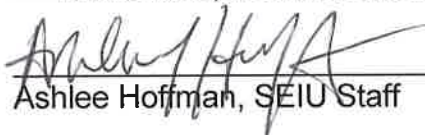
Shirley Martineau, Team Member



Robert Brown, Team Member



Millie Martinez, Team Member



Ashlee Hoffman, SEIU Staff



Kimberly Evon, Officer
Service Employees International Union
Local 2015



Date

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