

MEMORANDUM OF UNDERSTANDING
Between
MODOC COUNTY IHSS PUBLIC AUTHORITY
and
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 2015

THIS MEMORANDUM OF UNDERSTANDING, referred to below as "MOU", is entered into by the Modoc County Public Authority for In-Home Supportive Services (hereinafter referred to as the Public Authority) and SEIU Local 2015 (hereinafter referred to as the Union) for the term, September 28, 2021 effective upon Union ratification, Public Authority Board approval and State approval) up to and including December 31, 2024.

SECTION 1. PREAMBLE

Since the Public Authority does not employ or manage the IHSS and Waiver Personal Care Services (WPCS) Provider workforce (hereinafter jointly referred to as "Provider", "Providers" or "Independent Providers") in the role of a traditional employer, the Public Authority and the Union recognize that implementation of various provisions of the Agreement, for example payroll services, will require the assistance and cooperation of agencies that are not party to this Agreement. Therefore, 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

In accordance with California Welfare and Institutions Code, Section 12301.6, for matters related to Public Authority-Provider collective bargaining relations, the Modoc County IHSS Public Authority is the employer of record and recognizes SEIU Local 2015 as the exclusive representative of Providers, also known as Independent Providers, covered by this Agreement.

Clients retain the sole right to hire and fire Providers.

SECTION 3. NO DISCRIMINATION

The parties are committed to providing a productive, pleasant working environment and promoting an environment of mutual respect, as well as complying with state and federal laws. In keeping with this commitment, the parties will not tolerate any form of

sexual harassment or other unlawful harassment or discrimination. Harassment or discrimination based on race, religious creed, ancestry, color, national origin or ethnic group identification, sex, gender identity, age, marital status, sexual orientation, medical condition, physical or mental disability or any other protected characteristic may constitute a violation of state and/or federal law.

The Public Authority and the Union shall not discriminate against any Provider for their participation or non-participation in Union activities or for exercising their rights under this Agreement. The Public Authority will continue to work with Providers and Consumers in an effort to minimize issues of discrimination or harassment.

Nothing in this Section will limit the right of the Union, independent from the Public Authority, to offer benefits, services or goods exclusively to full Union members, to the exclusion of non-members.

SECTION 4. UNION BUSINESS

4.1 UNION REPRESENTATIVES AND MEET AND CONFER SESSIONS

For the purposes of representation and mutual administration of the contract, the Union shall notify the Public Authority in writing of the name, title, telephone number and mailing address of its authorized representatives, including field representatives and provider stewards, and of any changes in subsequent representation. As needed, the Public Authority agrees to meet with the Union Representatives to ensure compliance and appropriate monitoring of this Agreement.

The Public Authority shall provide a maximum of three (3) Providers eight (8) hours each of release time per bargaining session during successor negotiations and meet and confer meetings to this MOU. Release time will be paid at the current wage rate and shall not be subject to overtime. Attendance at a negotiations session will be confirmed by the provided sign-in sheet.

4.2 PAYROLL DEDUCTIONS AND PAYOVER. If dues approved by the union members, 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 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 required federal and state deductions shall have priority over Union dues.
4. 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.

4.3 BULLETIN BOARDS

The Public Authority shall provide a bulletin board in Social Services for use by the Union.

4.4 UNION 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 in advance of the mailing date, and if the Union reimburses the mailing costs to the Public Authority to the extent that the Union enclosures increase mailing costs. The Public Authority will notify the Union Representative of unit-wide mailings fifteen (15) days prior to the intended mailing date.

4.5 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 representations proposed to be adopted by the IHSS Public Authority or its Governing Board, and, except in an emergency, shall be given the opportunity to meet and confer with appropriate Public Authority representatives prior to adoption. In the event that the Public Authority must act on an emergency basis, the Union shall be notified of the action, and if the Union so requests, the Public Authority shall meet and confer with the Union as soon as is practicable.

4.6 NEW PROVIDER ORIENTATIONS

Whenever the Public Authority conducts orientations for new Providers, the Public Authority shall provide the Union at least one week's notice of the date, time and location of the orientation. The Union will be given thirty (30) minutes at or around the beginning of each orientation to talk to new providers about the Union. Upon request and with proper notice, the Union may be allowed to use available audio-visual equipment. The Public Authority will provide the Union with a copy of the attendance list including names, telephone numbers and available email addresses after each new Provider orientation. If the Union Representative is unable to attend, the Union shall provide the Public Authority materials to distribute to the participants.

4.7 Lists and Information

The Public Authority shall provide the Union a list of Providers upon reasonable request if such a list is not available from the State. Such list shall include the names, addresses, telephone numbers, a unique identifier number recognized by the State of California IHSS Payroll system, and hours authorized and hours paid in the previous month. The list shall be provided in an agreed upon computer format.

4.8 Labor-Management Committee

In order to encourage open communication, promote harmonious relations and resolve matters of mutual concern, the parties agree to create a labor-management committee. The committee will be governed by the following:

- A. The committee will meet one time per year, or as mutually agreed to by the parties.
- B. The committee will work cooperatively to address matters affecting the relationship between the parties and to develop measures to improve client care and the program.
- C. The topics for such meetings may include, but are not limited to, mutual respect, payroll problems, health and safety issues and training and education.
- D. The committee will refrain from conducting negotiations and relegate those subjects to the appropriate meet and confer process.

The committee will be composed of at least one (1) representative appointed by the Public Authority and at least one (1) representative appointed by the Union. In addition, County staff and Union staff may attend and participate. Observers and guests may be invited by either party when their presence will be helpful in the

resolution of specific issues. Advance notice of such invitations should normally be provided to members of the committee.

SECTION 5 PUBLIC AUTHORITY RIGHTS

Unless otherwise expressly specified in this Agreement, the IHSS Public Authority retains the 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 a training program for Providers; and to take all necessary actions to carry out its mission in emergencies.

SECTION 6. PUBLIC AUTHORITY LIABILITY

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 Modoc County.

The Public Authority is an independent legal entity, separate and apart from Modoc County.

SECTION 7. CONSUMER RIGHTS AND CONFIDENTIALITY

7.1 CONSUMER RIGHTS

Consumers have the sole and undisputed right to hire and remove any provider without cause. Consumers direct the services rendered by a Provider as set forth in the State of California Welfare and Institutions Code.

7.2 TWO WEEKS' NOTICE

The Public Authority will inform and encourage Consumer to give two (2) weeks' notice prior to separation, and also inform and encourage Providers to give two (2) weeks' notice prior to separation.

7.3 CONSUMER CONFIDENTIALITY

The Union shall not seek information regarding the name, address, phone number or any other personal information regarding Consumers except that it shall not be a violation of this section for a Consumer to provide their information to the Union for purposes of participating in Union actions and activities. Union representatives and Providers shall maintain strict standards of confidentiality regarding Consumers and shall not disclose personal information

obtained, from whatever source, pertaining to Consumers, unless disclosure is compelled by legal process or otherwise authorized by law or by the Consumer. If Consumer information is disclosed pursuant to a legal obligation, the Consumer and the Public Authority shall be notified of such release or disclosure immediately.

SECTION 8. WAGES AND BENEFITS

8.1 WAGES

1 Base Wage

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

2 Wage Supplement

Effective as soon as practicable the Public Authority will supplement the Base Wage at an additional eighty five cents(\$0.85) per hour. The cost of the Wage Supplement will be added to the County's Maintenance of Effort (MOE) on a permanent basis, but will not be compounded for subsequent increases not locally negotiated.

3 Implementation

The Public Authority will submit the appropriate request to the State to implement the rate, which includes the Base Wage and the Wage Supplement within five (5) working days of Union ratification and Public Authority adoption of this MOU and subsequently with sufficient advance notice of each subsequent change to the Base Wage or to the Wage Supplement.

SECTION 9. GRIEVANCE

The IHSS Public Authority and the Union recognize that the settlement of disputes is essential to sound Provider-Public Authority relations. The parties will seek to establish a mutually satisfactory method for the settlement of grievances. The following procedure establishes the steps for the settlement of grievances:

- 9.1 A grievance is any complaint concerning the interpretation or application of this Agreement, except that appeals for removal and/or exclusion from the Registry shall only be allowed as provided in the MOU Section related to the Registry. Prior to filing a grievance, the Public Authority and the Union will attempt whenever possible to resolve problems informally and not resort to the grievance procedure. Because the grievance process will also apply to policies, rules and

procedures of the Registry that may be revised, the following procedures may be changed by the mutual agreement of the Union and the Public Authority. The Union may represent the grievant at any stage of the process, and may bring grievances in its own right.

9.2 Providers shall have the right to represent themselves during the grievance process or to be represented by the Union. No grievance may be settled in violation of an existing rule, policy, ordinance, the Agreement between the parties, resolution of the Public Authority or state or federal law.

9.3 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 recipient's allocated service hours, or as paid time.

9.4 All grievances must be filed within fourteen (14) calendar days of the alleged violation of occurrence giving rise to the grievance or within fourteen (14) calendar days of knowledge of the occurrence or alleged violation, and shall be handled in the following manner:

9.5 **Step 1.**

Any grievant who believes that a provision of the Agreement has been violated shall orally discuss the complaint with a Public Authority Specialist.

9.6 **Step 2.**

If the grievant is not satisfied with the decision reached in Step 1, the grievance shall be reduced to writing and presented to the Public Authority Specialist within fourteen (14) calendar days from the action taken in step 1 above. The grievance shall state which provision of the Agreement has been violated, and the resolution sought. The Public Authority Specialist shall indicate the final Step 2 response, in writing, within fourteen (14) calendar days of receipt of the grievance.

9.7 **Step 3.**

If the grievant is not satisfied with the written decision in Step 2, the grievant may within fourteen (14) calendar days of receipt of the decision, file a written appeal to the Director of Social Services or her designee. The grievance shall state which provision of the Agreement has been violated, and the resolution sought. The Director or designee shall indicate the final Step 3 response, in writing, within fourteen (14) calendar days of receipt of the grievance.

9.8 **Step 4.**

If the grievant is not satisfied with the written decision in Step 3, the grievant may within fourteen (14) calendar days of receipt of the Step 3 decision, file a written appeal to the Public Authority Board of Directors or to a Board appointed grievance committee. The appeal shall include any documentation as allowed by law. The Board of Directors or Board appointed grievance committee

shall set a hearing date and shall render a final decision within thirty (30) calendar days following the grievance hearing.

- 9.9 If the Public Authority fails to respond within the above-specified time limits, the grievant or the Union, whichever is appropriate, may advance the grievance to the next step. 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.

SECTION 10. 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 IHSS Public Authority agrees not to lockout or to prevent Providers from being paid during the term of this Agreement. This provision shall continue for one year beyond any other provisions of this Agreement.

SECTION 11. SEVERABILITY

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.

SECTION 12. INDEMNIFICATION

The Union shall assume the defense of, and indemnify the County of Modoc and its respective officers, and agents against, and hold them harmless from, any and all claims, losses, actions, damages, and liabilities of whatsoever kind of nature as well as costs and expenses of every type and description; including to but not limited to, attorney's fees, to which some or all of them may be subjected by reason of or arising out of, directly or indirectly, in whole or in part, from their performance of obligations under this MOU.

SECTION 13. TERM OF AGREEMENT

The term of this agreement is effective September 28, 2021 to and including November 31, 2024.

Understanding, negotiated in good faith, to be executed by affixing their signatures below:

PUBLIC AUTHORITY

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 2015

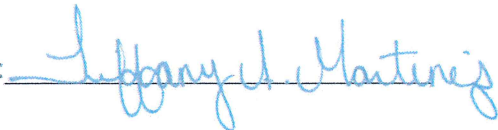

CHAIR, Board of Supervisors

SEE PAGE 11
Union Negotiator

SEE PAGE 11
Representative

ATTEST: TIFFANY MARTINEZ

Clerk to the Board

By: 

APPROVED AS TO FORM:
MARGARET LONG
County Counsel

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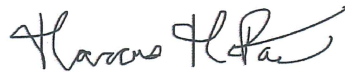
Understanding, negotiated in good faith, to be executed by affixing their signatures below:

PUBLIC AUTHORITY

SEIU LOCAL 2015

SEE PAGE 9

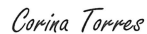
CHAIR, Board of Supervisors



Marcus Mc Rae
Member Strength Director, Union Negotiator




Brooklyn Sims
Bargaining Team Member, Provider



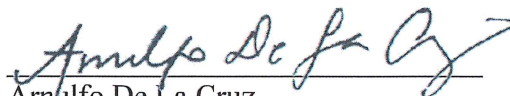
Corina Torres
Bargaining Team Member, Provider



Jacob Hibbits
Organizer



David Werlin
Deputy Statewide Field Director



Arnulfo De La Cruz
Executive Vice President