

MEMORANDUM OF UNDERSTANDING

between the

COUNTY OF HUMBOLDT IN-HOME
SUPPORT SERVICES PUBLIC AUTHORITY

and

SEIU LOCAL 2015

July 23, 2019 - December 31, 2021

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ARTICLE 1. PREAMBLE

This Memorandum of Understanding (herein after referred to as “Agreement”) is entered into by the Humboldt County In-Home Support Services Public Authority (herein after referred to as the “Public Authority”) and SEIU Local 2015 (herein after referred to as the “Union”) for persons in the IHSS Provider Unit as defined in the Public Authority Employer-Employee Relations Policy. The Public Authority and the Union acknowledge that the relationship between the Public Authority and persons in the IHSS Provider Unit, who are individual IHSS Providers (herein after referred to as “Providers”), is governed by state law, specifically Welfare and Institutions Code Section 12301.6 and Government Code Section 3500 et. seq. The parties also acknowledge that this relationship is unique, and that the Public Authority does not employ or direct the work of the individual Providers in the role of the Traditional employer, and that the In-Home Supportive Services (herein after referred to as “IHSS”) recipients (herein after referred to as “Consumers”) remain the employers for the purpose of hiring, firing, and supervising the work of any individual Provider rendering services to them.

ARTICLE 2. RECOGNITION

The Public Authority, as the Employer of Record for the Providers to the extent defined by applicable law, recognizes the Union as the exclusive representative of the Providers. This Agreement does not apply to any third party.

ARTICLE 3. PUBLIC AUTHORITY RIGHTS

Unless otherwise expressly specified in this Agreement, the Public Authority retains exclusive rights to determine the merits, necessity or organization of any services 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 workgroups; to operate the registry, and to take all necessary actions to prepare for and carry out its mission in emergencies.

ARTICLE 4. LIABILITY OF PUBLIC AUTHORITY

The Public Authority is an independent legal entity, separate and apart from the County of Humboldt. 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 Humboldt for any financial or legal obligations of the 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 Public Authority and shall not be the obligation or liability of the County of Humboldt.

ARTICLE 5. UNION MEMBERSHIP AND DUES CHECKOFF

The Public Authority acknowledges that the State shall remit dues and other deductions authorized by the Provider to the Union through payroll deductions and the Union shall deal directly with the State on such matters. The Public Authority shall not be responsible for providing such dues directly to the Union but will make best efforts to assist the Union in obtaining dues deductions as needed.

ARTICLE 6. WAGES

1. The Base Wage for Providers shall be the State or Federal minimum wage, whichever is highest.
2. The Public Authority will establish a wage supplement in the amount of fifty cents (\$0.50) per hour effective the first day of the month following bargaining unit ratification, Board of Supervisors adoption and State approval of the Parties' successor Agreement.
3. The Public Authority will submit the appropriate request to the State to implement the new rate, which includes the Base Wage and the Wage Supplement within five (5) working days of Union ratification and Public Authority adoption of this Agreement and subsequently with sufficient advance notice of each subsequent change to the Base Wage.

ARTICLE 7. LABOR MANAGEMENT COMMITTEE

1. **General:** In order to encourage open communication, promote harmonious relations and resolve matters of mutual concern, the parties shall establish a Labor-Management Committee.
2. **Appointment:** The Public Authority and the Union shall each appoint three (3) members of the Labor-Management Committee (not including up to two (2) union staff), and the members shall serve at the pleasure of their respective appointing organizations. Provider committee members will serve on a voluntary basis.
3. **Meetings:** The Committee shall meet quarterly or as mutually agreed to by the parties, but no less than twice in any 12 month period.
4. **Chair:** The person serving as Chair of the Labor-Management Committee shall rotate from meeting to meeting between the Public Authority and the Union.
5. **Attendance:** The Labor-Management Committee meeting shall be limited in attendance to the members of either party, unless the parties mutually agree to additional attendees.
6. **Authority:** The Labor-Management Committee shall not have the authority to modify the terms of this Agreement. The Committee shall not take up matters subject to the meet and confer or grievance process.

7. Standing agenda items for the Labor-Management Committee will include the Registry, Training, and Health, Dental and Vision Benefits.

ARTICLE 8. GRIEVANCE PROCEDURE

Definition and Procedural Steps

1. A grievance is any dispute, which involves the interpretation or application of any provision of this Agreement excluding, however, the Introduction and those provisions of the Agreement, which specifically provide that the decision of any Public Authority official or Consumer shall be final, the interpretation or application of those provisions not being subject to the grievance procedure. The Union may represent the grievant at any stage of the process. The parties will attempt to resolve grievances informally if possible. If that is not possible, they will attempt to resolve them at the lowest possible grievance step.
2. 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. Unless the Public Authority and the Union have mutually agreed in writing to the contrary, the filing and processing of a grievance shall not serve to stay any Public Authority action.
3. Grievances must be filed within forty-five (45) calendar days of the incident or occurrence giving rise to the grievance and shall be processed in the following manner:
4. Step 1 (Public Authority Manager): A Provider, a group of Providers or the Union may submit a grievance, as defined in paragraph 1. above, to the Public Authority Manager.

A grievance, which shall be submitted in writing on the form provided by the Public Authority, must state which provision of the Agreement alleged to have been violated, and the remedy sought, if any.

- a. The Public Authority Manager or designee shall have twenty (20) calendar days in which to respond to the grievance in writing. If the grievant or the Union requests a meeting with the Public Authority Manager or designee, such a meeting will be held. If a meeting is held, the written response shall be within twenty (20) calendar days following the meeting.
5. Step 2 (Human Resources Department) If the grievance is not resolved at Step 1, the grievant or the Union, within twenty (20) calendar days of receipt of the written Step 1 response, may file written notification with the other party that the grievance is being advanced to Step 2, Human Resources Department.

The Human Resources Director or Designee shall have twenty (20) calendar days in which to respond to the grievance in writing. If the grievant, the Union or the Human Resources Department requests a meeting with the other party, such a

meeting will be held. If a meeting is held, the written response shall be within twenty (20) calendar days following the meeting.

6. Step 3 (Mediation): If the grievance is not resolved at Step 2, the grievant or the Union may, within twenty (20) calendar days of receipt of the written Step 2 response, file written notification with the other party that the grievance is being advanced to Step 3, Mediation. Within twenty (20) calendar days of the request for mediation, the parties shall request that the State Mediation and Conciliation Service assign a mediator to assist with the processing of the grievance.

- a. The fees and expenses of the mediator, if any, shall be shared equally by the Union and the Public Authority.
- b. The mediator shall have no authority to impose a settlement of the grievance.

The mediator's comments, suggestions and recommendations, if any, shall be kept confidential. If mutually agreed by the parties, the mediator may be requested to prepare a written report of the mediation.

7. Step 4 (Director of Human Resources): If the grievance is not resolved at Step 3, the Union may, within twenty (20) calendar days of the conclusion of mediation, file written notification with the other party that the grievance is being advanced to Step 4, the County of Humboldt Director of Human Resources.

- a. The Director of Human Resources shall have twenty (20) calendar days in which to respond to the grievance in writing. If the Union requests a meeting with the Director of Human Resources, such meeting will be held. If a meeting is held, the written response shall be within twenty (20) calendar days following the meeting.
- b. The decision of the Director of Human Resources shall be the final administrative remedy. Nothing in this Agreement shall preclude either party to the Grievance the right to take legal action.

Time Limits

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

The Public Authority gives an orientation for prospective providers most weeks. The Public Authority or designee will email each month's orientation calendar to the Union the day it is finalized the preceding month. The calendar of New Provider Orientation will include the meeting location.

The Union will be given up to thirty (30) minutes during each orientation to talk to new Providers about the Union. The Union presentation will not be the last item on the agenda. The Public Authority will provide the Union with a copy of the attendance list including names and telephone numbers after each New Provider Orientation, upon verbal or written request.

In the event that the Union is unable to attend a group IHSS Care Provider Orientation, the Public Authority or designee shall inform Providers that they are represented by the Union and will hand out the Union forms and related printed information otherwise distributed by the Union.

ARTICLE 10. UNION RIGHTS

Lists and Information

At such time as the information is made available to the Public Authority, the Public Authority shall arrange for delivery or provide the Union with a list of all current Providers, including name, address, telephone number, Provider ID number and, if available, hours worked in a designated payroll period. The list shall be provided in an agreed-upon format.

The Public Authority will update this list to the Union on a monthly basis upon request.

The Union shall defend, indemnify, save, protect and hold harmless the Public Authority, its Board, directors, officers and employees from any and all claims, costs and liabilities for any damages and/or injury arising from disclosure to the Union of IHSS Provider names, Provider ID numbers, addresses and phone numbers. The Public Authority's right to be defended, indemnified, saved, protected and held harmless hereunder shall be unaffected by the concurrent negligence of the Public Authority or any other person, and this right shall survive the expiration date of this agreement.

Union Display Space

The IHSS Program Office will identify space in the lobby for display of Union materials. All materials posted by the Union shall be appropriate to a public space.

Advance Notice

The Union shall be given fifteen business days' 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 Board and shall be given the opportunity to meet and confer with appropriate management representatives prior to adoption. The Public Authority will provide a Board Packet to an address provided by the Union.

In cases of emergency, when the foregoing procedure is not practical, the Public Authority may adopt, or put into practice immediately, such measures as required. At the earliest practicable date thereafter, the Union shall be provided with the notice described in the preceding paragraph and be given an opportunity to meet with the appropriate management representatives to discuss the change.

ARTICLE 11. MUTUAL RESPECT

The Public Authority and the Union agree that all Providers and administrators involved in the IHSS program, regardless of position, profession, or rank, will treat each other with courtesy, dignity and respect.

Alleged violations of this Article may only be grieved to Step 2 of the grievance procedure described in Article 8.

ARTICLE 12. ENROLLMENT AND PAYROLL

1. Enrollment

Providers will be enrolled and receive their timesheets within thirty (30) calendar days after they submit their complete and accurate enrollment packet, after they have complied with all enrollment requirements and after all of their clearances are complete and approved.

2. Payroll

Direct Deposit Form – SOC 829 is available for all Providers at the IHSS Program Office. The IHSS Program Office and the Union will work together and with any other applicable State or County agencies with the goal of Providers receiving timely and accurate paychecks.

The IHSS Program Office assists Providers to resolve payroll issues when the Provider submits a timesheet and does not receive the paycheck within fourteen (14) calendar days.

The State of California will not allow Providers to turn in timesheets before the end of a pay period.

ARTICLE 13. UNION REPRESENTATIVES

The Union may designate and identify to the Public Authority, Union staff representatives and/or Provider stewards to advise and assist Providers with the matters within the scope of representation, with the limitation that none of such assistance shall include any Union representative or steward contact with Consumers.

The Public Authority does not employ the Union Representatives or the Provider Stewards and therefore, does not supervise or have any responsibility for their activities, does not compensate them for these activities, and cannot be expected to resolve any disputes about their actions.

ARTICLE 14. HEALTH AND SAFETY

The Parties recognize the importance of and prefer Providers to have a safe working environment. Providers have the freedom to decide whether they feel safe working for any Consumer and are not required to work in an environment they believe is unsafe.

New Provider orientations shall include written and verbal information about Workers' Compensation benefits. Providers have the right to access the Workers' Compensation system if they have suffered an injury while working for a Consumer to the full extent allowed by law. Providers may obtain Workers' Compensation claim forms from the IHSS Program Office and then submit the completed form to the third party administrator. Providers are also free to share their Workers' Compensation claim forms with the Union. The Union may review any non-medical Workers' Compensation information maintained by the IHSS Program.

ARTICLE 15. SAVING PROVISIONS

If any provision(s) of this Agreement 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 Agreement, and such remaining portions shall remain in full force and effect. The parties shall meet solely for the purpose of negotiating with respect to the provision that has been declared invalid or void and other affected provisions.

ARTICLE 16. 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 lock out members during the term of this Agreement.

ARTICLE 17. FULL UNDERSTANDING

This Agreement 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 Agreement 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 Agreement. 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.

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

ARTICLE 18. TERM

This agreement shall become effective on the date of approval by the Public Authority and the appropriate State Agencies. It shall remain effective through December 31, 2021. If this agreement is not approved by the applicable State of California agencies, it shall not be in effect and the parties agree to return to negotiation within 10 calendar days of such disapproval.

FOR THE PUBLIC AUTHORITY:

FOR SEIU LOCAL 2015:

Date

Cindie L. Fonseca Date
Regional Director/Chief Spokesperson

Date

Vivian Deniston 7-24-19

Vivian Deniston Date
Regional Vice President/Bargaining Team
Member

Date

Antoinette Skiles 7/25/19

Antoinette Skiles Date
Bargaining Team Member

Date

Carol Saucer 7-24-19

Carol Saucer Date
Bargaining Team Member

Date

Vickie Ferguson 7/25/19

Vickie Ferguson Date
Bargaining Team Member

Date

Kim Evon Date
Executive Vice President

FOR THE PUBLIC AUTHORITY:

Jack Hoff 7-29-19
Date
Chief Negotiator

K. Barros 7/30/19
Date
Interim HR Director
County of Humboldt

Scott Bohm 7/30/19
Date

Amy Dean 7/30/19
Date

Date

Date

FOR SEIU LOCAL 2015:

Cindie L. Fonseca 7/26/19
Date
Regional Director/Chief Spokesperson

_____ Date
Vivian Deniston
Regional Vice President/Bargaining Team
Member

_____ Date
Antoinette Skiles
Bargaining Team Member

_____ Date
Carol Saucer
Bargaining Team Member

_____ Date
Vickie Ferguson
Bargaining Team Member

Kim Evon 7/26/19
Date
Executive Vice President