

# MEMORANDUM OF UNDERSTANDING

BETWEEN

## SAN JOAQUIN COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY

AND

SEIU LOCAL 2015

April 1, 2023 – March 31, 2028

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## **PREAMBLE**

This Memorandum of Understanding, hereinafter referred to as "Memorandum" or "MOU", is made by and between the San Joaquin County In-Home Supportive Services Public Authority hereinafter referred to as the "IHSS Public Authority" or "Public Authority" and the SEIU Local 2015 hereinafter referred to as "SEIU" or "Union", representing those Independent IHSS Providers and Waiver Personal Care ("WPC") Providers hereinafter jointly referred to as "Providers" who are members of the Bargaining Unit. This Memorandum constitutes the result of meeting and conferring in good faith pursuant to the California Government Code and the IHSS Public Authority Labor Relations Policy.

This Memorandum formalizes the unique employer-employee relationship defined in law between the IHSS Public Authority and the Union. It is recognized by the parties that the IHSS Public Authority does not employ or manage the Provider workforce in the role of a traditional employer. The Union and the IHSS Public Authority commit themselves in this MOU to some goals that not only benefit this workforce but are also intended to benefit jointly consumers of IHSS and WPC services.

The IHSS Public Authority and the Union recognize that, due to the nature of the relationship between them and the role of that relationship in the IHSS program, the implementation of various provisions of this Memorandum will require the assistance and cooperation of agencies that are not party to this Memorandum. The IHSS 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 Memorandum.

## SECTION 1 DURATION

#### 1.1 Duration

The term of this Memorandum of Understanding shall commence upon ratification by the Union and date of adoption by the Public Authority Board and shall continue through March 31, 2028)

## SECTION 2 RECOGNITION

## 2.1 Recognition

The IHSS Public Authority recognizes the Union as the exclusive representative of Providers in the County of San Joaquin. This Agreement does not apply to others affiliated with or employed by the IHSS Public Authority, including without limitation, administrative and operational staff.

## SECTION 3 CONSUMER, MANAGEMENT, IHSS PROVIDER AND UNION RIGHTS

#### 3.1 Consumer Rights

The parties reaffirm that under the statute and ordinance establishing the IHSS Public Authority Consumers have the sole and undisputed right to:

- (a) Hire Providers of their choice;
- (b) Fire Providers from their service, at will;
- (c) Determine in advance and under all circumstances who may and may not enter their home; and,
- (d) Supervise and direct the work of the Providers who are providing services to them within the scope of authorized services.

The Union shall neither seek nor receive information regarding the name, address, phone number or any other personal information regarding consumers. Union representatives and IHSS 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 requested by the Consumer.

The Union shall have no contact with either the consumer or the Provider at the consumer's home without the express permission of the consumer. It is recognized that the Union may, from time to time, inadvertently contact a Provider at the consumer's home because Providers sometimes use consumer's home addresses and/or phone numbers for contact purposes without informing the Union of this fact. However, once the Union becomes aware that a contact address or phone number belongs to a consumer, the Union shall immediately comply with the provisions of this Section. This section does not apply to contact with the Provider when the Provider and the consumer share the same residence.

#### 3.2 Management Rights

It shall be the exclusive right of the IHSS Public Authority, except as may be provided otherwise by this Memorandum, to make all decisions of a managerial or administrative character, including but not limited to:

- (a) To determine the policies, standards, procedures, methods, means and personnel by which IHSS Public Authority operations are to be conducted.
- (b) To take whatever actions may be necessary to carry out the mission of the IHSS Public Authority in situations of emergency.
- (c) Nothing in this Memorandum shall be construed to interfere with the IHSS Public Authority's right to manage its operations in the most economical and efficient manner

San Joaquin IHSS Public Authority and SEIU Local 2015 2023-2028 Memorandum of Understanding

consistent with the best interests of all the consumers of In-Home Supportive Services in San Joaquin County.

### 3.3 IHSS Provider Rights

Each IHSS Provider shall have the following rights, which they may exercise in accordance with this Memorandum, laws, ordinances and policy:

- (a) The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the IHSS Public Authority, other IHSS Providers or IHSS Provider organizations, with respect to their membership or non-membership in any employee organization or with respect to any lawful activity.
- (b) The right to represent themselves individually in their employee relations with the IHSS Public Authority.

#### 3.4 Union Rights

The Union shall have the following rights:

- (a) Representation: Upon request, to meet and confer in good faith with appropriate levels of IHSS Public Authority management, or their designated representatives, regarding matters within the scope of representation.
- (b) Advance Notice: Except in cases of emergency, the Union shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation, proposal or other action directly relating to matters within the scope of representation proposed to be adopted by the IHSS Public Authority and shall be given the opportunity to meet and confer in good faith with IHSS Public Authority management, or designated representative, prior to its adoption. Written notice will customarily be provided by furnishing the Union with advance copies of the agenda of the Governing Board meetings.

In cases of emergency when IHSS Public Authority management determines that an ordinance, resolution, rule or regulation must be adopted immediately without prior notice or negotiations with the Union, IHSS Public Authority management shall provide such notice and opportunity to negotiate at the earliest practicable time following the adoption of such ordinance, resolution, rule or regulation, proposal, or other action.

(c) Lists and Information: The IHSS Public Authority shall, on a monthly basis, provide to the Union a list of all current Providers, including name, address, telephone number, social security number, languages, authorized hours and hours worked, if available. The list shall be provided in an agreed upon computerized format.

The Union shall defend, indemnify, and hold harmless the Public Authority and its respective boards, directors, officers and employees from any and all claims, demands, costs, suits, liabilities for damages and/or injury arising from the IHSS Public

Authority's disclosure to the Union of information pursuant to this Section of the Memorandum.

(d) Bulletin Board Space: The Public Authority will provide a bulletin board in each of its offices for use by the Union, provided the communications displayed have to do with official Union business. Postings of a political nature shall not be considered to be official Union business and therefore are prohibited. For the purposes of this Section, the term "political nature" shall include postings that tend to support, oppose or criticize a candidate for public office or an elected public official or, postings that are intended to influence the outcome of a publicly held election.

The IHSS Public Authority reserves the right to remove any material posted in violation of this Section. If the Public Authority does remove posted material from the Union bulletin board, it will notify the Union in writing.

- (e) Official Representatives, Stewards: The Union shall provide a current Official Representatives List to the IHSS Public Authority Manager. The list shall include the name, title, telephone number, mailing address and e-mail address of the Union's official representatives, including stewards. The Union shall notify the IHSS Public Authority Manager of any changes to the List. The official representatives and stewards shall not be recognized by the IHSS Public Authority until such list or changes are provided to the Public Authority Manager.
- (f) New Provider Orientations: New Provider Remote Orientations shall continue in lieu of in-person orientations.

Consistent with the current New Provider Remote Orientation procedure, the Union ineeting information will be sent with the automated PEARS "Orientation and Login" email. Should the Union modify their presentation format to one that is agreeable to the Parties for PEARS, Public Authority will incorporate the agreed to format into the same position in the orientation line-up and ensure it is completed prior to New Provider payroll processing.

The Union video presentation will be required viewing in the orientation line-up. In lieu of the video presentation and with advance written notice, the Union may meet virtually with a New Provider who is participating in the New Provider Remote Orientation for not more than thirty (30) minutes. At the Union's option, Public Authority will provide for Union materials to be available for download from the Provider Portal, or emailed to Providers until such time as the Public Authority utilizes the PEARS system for document distribution and delivery as outlined herein.

Public Authority and the Union shall continue to work cooperatively to identify new Providers completing the New Employee Orientation and payroll enrollment process. The Parties shall share information as necessary, including personally identifying information in an effort to ensure Providers are not unduly delayed from completing payroll enrollment. (g) The Union agrees that it has a duty to provide fair and non- discriminatory representation to all providers in the unit regardless of whether they are members of the Union.

The Union shall instruct the State to commence and continue a monthly payroll deduction of Union dues from the regular bi-weekly pay warrants of Providers authorizing such deduction. The Union shall instruct the State of the dollar amount to deduct for Union dues or other authorized Union deductions, 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.

The Provider's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues or other deductions that have been check off authorized. When a Provider is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Union dues or other authorized Union deductions.

Hold Harmless Provision: The Union shall defend, indemnify, and hold harmless the County of San Joaquin and the San Joaquin County In -Home Supportive Service Public Authority, its Board, directors, officers and employees from any and all claims, demands, suits or any other action arising from this Section, including from the Public Authority's compliance with any Union requests made pursuant to its efforts to collect dues and/or fees, and this duty shall survive the expiration of the MOU.

SEIU Local 2015 will maintain individual Provider authorizations for dues deduction and will certify to the State that it maintains such authorizations. SEIU Local 2015 will also notify the State when there is a change to a Provider's status regarding an authorization for dues deductions.

#### 3.5 Discrimination in Employment Prohibited

There shall be no discrimination in the interpretation, application, or enforcement of the express terms of this Memorandum because of race, color, creed, political affiliation or belief, sex, sexual orientation, disability, medical condition, age, religion, ancestry, marital status, national origin, or participation or non-participation in Union activities, or any other protected class as defined by federal, state, or local laws against any Provider by the IHSS Public Authority or by the Union.

#### 3.6 Mutual Respect

All providers, clients and administrators involved in the IHSS program, regardless of position, profession or rank, should be treated with courtesy, dignity and respect.

## SECTION 4 GRIEVANCE PROCEDURE

## 4.1 Definition

A grievance is any dispute which involves the interpretation or application of any provision of this Memorandum excluding, however, the introduction, the outcome of Labor-Management Committee discussions and those provisions of this MOU which specifically provide that the decision of any IHSS 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.

## 4.2 IHSS Provider Participation

IHSS 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.

## 4.3 Affect of Grievance on Pending Action

Unless the IHSS 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 IHSS Public Authority action.

## 4.4 Filing Deadline

Grievances must be filed within fourteen (14) days of the incident or occurrence giving rise to the grievance.

#### 4.5 Procedural Steps

Grievances shall be processed in the following manner:

- (a) Step 1 (Informal): Any IHSS Provider who believes that a provision of this MOU has been violated shall discuss the grievance with the IHSS Public Authority Program Manager or such representative as the Program Manager may designate. A decision by the IHSS Public Authority shall be issued within ten days following the discussion.
- (b) Step 2 (Formal): If a grievance is not satisfactorily resolved at Step 1 above, the grievant or the Union may submit the grievance in writing to the Public Authority Director within ten (10) days of notice of the Step 1 decision. The grievance shall state which provision of the MOU has been violated, and the remedy sought, if any.

The Public Authority Director shall have ten (10) days in which to respond to the grievance in writing. If the Union requests a meeting with the Public Authority Director, such a meeting will be held. If a meeting is held, the written response shall be ten (10) days following the meeting.

(c) Step 3 (Deputy Director): If the grievance is not resolved at Step 2 above, either the Union or the IHSS Public Authority may, within ten (10) days of notice of the Step 2 decision file written notification with the other party that the grievance is being advanced to Step 3, the Deputy Director of Adult and Aging Services.

The Deputy Director of Adult and Aging Services shall have twenty (20) days in which to respond to the grievance in writing. If the Union requests a meeting with the Deputy Director of Adult and Aging Services, such meeting will be held. If a meeting is held, the written response shall be twenty (20) days following the meeting.

The decision of the Deputy Director of Adult and Aging Services shall be final and binding.

#### 4.6 Time Limits

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 fails to file or advance a grievance within the above specified time limits, the grievance shall be forfeited. If the IHSS Public Authority fails to respond within 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 5 WAGES

#### 5.1 Wages

5.1.1 Base Wage.

The Base Wage for Providers shall be the state or federal minimum wage, whichever is higher.

- 5.1.2 <u>Wage Supplement.</u>
- (a) Effective upon Union ratification, approval by the Public Authority Board, and approval by the State of California, in addition to the existing \$.50 per hour Base Wage Supplement, the Public Authority shall supplement wages at an additional \$1.57 per hour above the Base Wage outlined above, for a total Base Wage Supplement of \$2.07 per hour.
- (b) This Agreement will be agendized by the Governing Board of the Public Authority following ratification by the Union. This Agreement will be agendized within 10 business days of the Union ratification, or 15 days if no Board meetings are scheduled. As soon as possible following adoption by the governing board of the Public Authority of this MOU, the Public Authority will submit the appropriate request to the State of California to implement the new rate, which includes the Base Wage and the Wage Supplement.

### 5.2 Wage and Benefit Contingency

If during the term of this agreement, state or federal participation levels are reduced, State Realignment Funding is reduced, the state caps their funding participation in a provider wage or benefit lower than the wages or benefits paid under this agreement, or either the state or federal sharing formula is modified in any manner that would result in an increased cost to the Public Authority and/or County to maintain the wages and benefits described in this agreement, the wages and benefits will be reduced by an amount necessary to keep the total Public Authority and/or county cost the same as it was before the State and/or Federal change. The Public Authority and the Union will meet and confer over the impacts of the loss of funding, but in no case shall the Public Authority be required to increase its contribution towards wages and benefits.

#### **SECTION 6 BENEFITS**

#### 6.1 Health, Vision and Dental Care Program

The Healthcare Employees/Employer's Dental and Medical Trust shall act as the plan administrator for benefits provided to San Joaquin County IHSS Individual Providers. The Union, or their designee, shall set all eligibility criteria, premium shares, and manage enrollments, terminations, and other administrative functions as required. The Public Authority shall provide the Union, or their designee, with the necessary data files via secure means as soon as possible.

#### 6.2 Data Security

The Union shall provide for a means of secure data transmission, and shall protect, defend and indemnify the Public Authority from any loss resulting from the Union's use or transmission of the secure data files.

#### 6.3 Benefits Payments

Beginning the first of the month after written approval from the California Department of Social Services, the Public Authority shall pay \$.90 per Independent Provider (IP) hour per fiscal year.

The Public Authority shall make benefits payments each month based on the previous month's hours as published in the CMIPS Management Statistics Report. Payments will be made as expeditiously as possible and in accordance with the Trust rules and regulations.

#### 6.4 Benefit Contingency

The wage and benefit contingency language contained within Section 5.2 of the MOU shall apply to Health, Vision and Dental Care benefits described above.

## SECTION 7 REGISTRY

## 7.1 Registry Services

It is recognized that one of the IHSS Public Authority's primary missions is to provide registry services to facilitate the referral of providers for recipients to consider for hiring. The operation of the Registry will be conducted in such a way as to respect the rights and needs of both Consumers and Providers.

The IHSS Public Authority retains the exclusive right to list individual providers on the Registry or to refer individual providers with or without comment. The Public Authority has the right to suspend or remove an individual provider from the Registry subject to the appeal procedures described below.

The IHSS Public Authority and the Union agree to meet and confer regarding those Registry matters, if any, that impact the terms and conditions of employment which are controlled by the IHSS Public Authority. Agreements reached pursuant to this paragraph will be memorialized as Side-Letter Agreements and will be appended to this Memorandum.

#### 7.2 Removal From The Registry

The IHSS Public Authority will give written notice to any IHSS Provider who is listed on the Registry of any adverse decision affecting the Provider. Such notice shall inform the affected IHSS Provider of his/her right to file an appeal, his/her right to union representation and the union telephone number. A copy of the written notice will be sent to the Union. The IHSS Public Authority also shall forward to the IHSS Provider a copy of all materials that were relied upon by the Public Authority when making its decision.

Either the Union or the IHSS Provider may file a written appeal for such adverse decision to the Public Authority Manager within fifteen (15) days after notice of the decision.

The Union may appeal through Step 2 of the grievance procedure of the MOU. The Step 2 decision will be final and binding.

#### 7.3 Application

This Section only applies to IHSS providers seeking employment through the Public Authority's Registry, and is not intended to abrogate in any way the rights of Consumers as set forth in Section 3.1 of this Memorandum.

#### SECTION 8 LABOR-MANAGEMENT COMMITTEE

#### 8.1 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 subject to the following:

- (a) The committee will meet as mutually agreed by the parties. Agenda items shall be submitted to the designated individual at least seven days prior to each scheduled meeting. The proposed Agenda shall be distributed to each committee member five (5) days prior to the meeting. Absent mutual agreement to do otherwise, only those items listed on the prepared agenda may be discussed at a Labor- Management Committee meeting.
- (b) The role of the Committee will be advisory in nature. The Committee will have no authority to delete from, add to or modify this MOU. Committee meetings will not serve as a substitute for nor will they satisfy the parties' mutual obligation to meet and confer in good faith regarding matters within the scope of bargaining.
- (c) The Labor-Management Committee will be composed of up to three (3) representatives appointed by the IHSS Public Authority and up to three (3) representatives appointed by the Union. The IHSS Public Authority Director will be one of the Committee members. At least one of the Union representatives will be a Union official.

## 8.2 Topics

The topics for such meetings may include but are not limited to the following:

- (a) Mutual Respect. All workers and administrators involved in the IHSS program, regardless of position, profession, or rank, should be treated with courtesy, dignity and respect.
- (b) Payroll. Timely and accurate IHSS payroll is essential to the efficient management of the IHSS program. In the spirit of cooperative problem solving, the Union and the Public Authority agree to share information regarding the causes and potential solutions of payroll related issues. The Union and the IHSS Public Authority recognize that the IHSS Public Authority cannot be held accountable for delays caused by agencies outside its control.
- (c) Health and Safety. The Union and the IHSS Public Authority are committed to protecting the health and safety of IHSS Providers and Consumers.
- (d) Training. Working together to develop training programs will improve the training and make it more relevant to IHSS Providers and Consumers.

- (e) Communication. Many problems can be prevented or solved by improved communications.
- (f) Cooperation. The Union and the IHSS Public Authority are committed to improvements to the IHSS program for both Consumers and Providers. Areas of cooperation may include advocacy for state and federal long-term care program improvements.

## SECTION 9 TRAINING AND EDUCATION

## 9.1 Training and Education

Consistent with California Welfare and Institutions Code Section 12301.6, the IHSS Public Authority shall provide for the training for homecare Providers and Consumers. The IHSS Public Authority will develop and implement a training plan with input from the Union in the Labor-Management Committee. Although the IHSS Public Authority may, from time to time, choose to offer training programs directly to Providers and Consumers nothing in this Section shall be interpreted to obligate the Public Authority to do so.

## 9.2 Funding for Training

The Public Authority shall budget \$9,000 per fiscal year to provide trainings for Providers. This agreement does not obligate the Public Authority to spend this total amount. Rather, this amount will serve as an absolute limit to the PA's allocation for training during the term of the MOU. The budget amount is dependent upon approval of this item in the Public Authority's claim rate.

## SECTION 10 HEALTH AND SAFETY EQUIPMENT

## 10.1 Safety Equipment

The Public Authority shall budget \$12,000 per fiscal year during the life of this MOU to make available standard gloves (including non-latex gloves), masks and disinfectant hand wipes at no charge to providers and consumers who request the supplies. The IHSS Public Authority shall have no obligation to reimburse Providers for purchases of supplies. Nothing in this section will be construed to limit or interfere with the consumer's right to establish conditions of a Provider's employment.

## SECTION 11 NO STRIKES/NO LOCKOUTS

### 11.1 No Strikes/No Lockouts

During the term of this Memorandum, the Union, its members and representatives, agree not to engage in, authorize, sanction or support any strike, slowdown, stoppage of work, curtailment of production, or refusal to perform customary duties.

During the term of this Memorandum, the IHSS Public Authority agrees not to lockout IHSS Providers who are covered by this MOU.

#### SECTION 12 FULL UNDERSTANDING

#### 12.1 Full Understanding

The IHSS Public Authority and the Union agree that this Memorandum sets forth the full and entire understanding of the parties regarding the matters set forth herein. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights and agrees that the other party shall not be required to meet and confer during the term of this MOU with respect to any matter covered herein, except regarding the interpretation of this MOU. Nothing in this Section is intended to prevent the IHSS 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.

[SIGNATURES ON NEXT PAGE]

### SIGNATURES

For the Union:

For the Public Authority:

Laticia Guerrero

Laticia Guerrero, Chief Negotiator

Kümberly (von

Kimberly Evon, Executive Vice-President

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Paul Henderson, Sr., Team Meinber

Gregory C. Raminez

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Sandra E. Kleinman-Rosas

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Lupe Smith, Team Member

Nictoria Lios Velasco-Escalante (May 13, 2025 19:09 PDT)

Victoria Lios Velasco-Escalante, Team Member