

Memorandum of Understanding
between



Service Employees International Union

Local 2015

and the

**In-Home Supportive Services Public Authority
of the County of Santa Cruz**

January 1, 2021 through June 30, 2024

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**In-Home Supportive Services Public Authority & SEIU Local 2015
Memorandum of Understanding
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INTRODUCTION

This Memorandum of Understanding (hereinafter MOU) formalizes the unique employer-employee relationship defined by law between the In-Home Supportive Services Public Authority (hereinafter Public Authority) and SEIU Local 2015 (hereinafter Union). The Public Authority does not employ or manage the In-Home Supportive Services (IHSS) or Waiver Personal Care Services (WPCS) independent Provider (hereinafter Provider) workforce in the role of a traditional employer. The Public Authority is the employer of record for Providers for the purposes of collective bargaining. Consumers of the In-Home Supportive Services program (hereinafter Consumers) retain the sole right to hire, fire, supervise and schedule Providers. The Union and the Public Authority commit themselves in this MOU to some goals that not only benefit this workforce but are also intended to benefit Consumers of IHSS services.

The 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 MOU will require the assistance and cooperation of agencies that are not party to this MOU. 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 MOU.

The Public Authority and the Union agree that all Providers and administrators involved in the IHSS programs, regardless of position, profession or rank, will treat each other with courtesy, dignity and respect. The forgoing shall also apply in providing services to the public, specifically including Providers.

ARTICLE 1 RECOGNITION

The Public Authority recognizes the Union as the exclusive representative for all Providers in the County of Santa Cruz.

ARTICLE 2 NO DISCRIMINATION

Neither the Public Authority nor any agent of the Public Authority, nor the Union shall discriminate on the basis of race, color, religion, disability, medical condition (cancer-related or genetic characteristics), national origin, ancestry, marital status, sex, sexual orientation, age (over 18), pregnancy, gender or veteran's status, except where sex or physical capability is determined to be a bona fide occupational qualification after consideration of reasonable accommodation factors in relation to the essential job duties of the position in accordance with State or Federal law.

Neither the Public Authority nor any agent of the Public Authority, nor the Union shall discriminate against any Provider for their participation or non-participation in Union activities or for exercising their rights under this

Agreement.

ARTICLE 3 UNION MEMBERSHIP

3.1 PAYROLL DEDUCTION

The Public Authority will cooperate with the State Controller to assist in the deduction of Union membership dues and other authorized deductions through payroll deduction. Authorized deductions shall be approved by the State and shall not result in cost to the Public Authority. The specific procedure for implementing payroll dues deduction will be determined in conjunction with the State Controller.

Dues or other authorized deductions shall be deducted from the Provider's paycheck on a monthly basis starting the first day possible following notification to the State by the Union of authorization of such deduction by the Provider.

Upon receipt from a Provider of a written authorization for the Union's Committee on Political Education (COPE) fund, the Union agrees to forward the written authorization to the State Controller's Office for that office to deduct from the monthly pay of each Provider an amount the Provider voluntarily authorized and to transmit it to the Union on a monthly basis.

3.2 HOLD HARMLESS

The Union shall indemnify, defend, and hold the Public Authority harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this Article 3, or action taken or not taken by the Public Authority under this Article 3. This includes, but is not limited to, the Public Authority's attorney's fees and costs.

3.3 FORFEITURE OF DEDUCTION

If, after all other involuntary deductions are made in any pay period, the balance is not sufficient to pay the deduction of Union dues, or other authorized fees described in this Section, no such deduction shall be made for the current pay period.

3.4 UNION MEMBER-ONLY BENEFITS

Notwithstanding the terms of Article 2, No Discrimination, nothing in this Section will limit the right of the Union to offer benefits, services or goods exclusively to full Union members, to the exclusion of non-members.

The Union shall hold the Public Authority harmless for any actions arising out of this section pursuant to Article 3.2 above.

ARTICLE 4 PEACEFUL PERFORMANCE

During the term of this MOU, the Union, its members and representatives agree not to engage in, authorize, or support any strike, slowdown, stoppage of work, curtailment of production, or refusal to perform customary duties. The Public Authority agrees not to lockout members during the term of this MOU.

ARTICLE 5 UNION ACCESS TO LISTS AND INFORMATION

The Public Authority shall provide to the Union on a monthly basis a list of each current Provider in the unit represented by the Union including name, Social Security number or other unique identification number, address and telephone number, and if available from the State, paid hours for the previous month. The list shall be provided in electronic form on a disk or via encrypted electronic mail in an agreed upon 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, suits or any other action alleging that the Union has misused or inappropriately disclosed Provider information obtained from the Public Authority. This includes, but is not limited to, the Public Authority's attorney's fees and costs.

ARTICLE 6 UNION ACTIVITIES

6.1 CAPTAINS/UNION REPRESENTATIVES

For the purposes of representation and mutual administration of the contract, the Union will designate no more than twelve (12) captains from among its members for whom the Public Authority serves as employer of record. The Union will notify the Public Authority when a captain has been designated. The Union will notify the Public Authority Manager of any changes to the list. The official Union representatives and captains shall not be recognized by the Public Authority until such changes are provided to the Public Authority Manager. The duties of the captains will be to present grievances and to attend meetings as Union representatives as provided for in this agreement. For the purposes of this Section, a Union representative is defined as a captain or another duly authorized Union representative.

While the Public Authority has no control over work scheduling by the Consumer because the Consumer is the employer for the purposes of scheduling, every effort shall be made to schedule meetings between Providers, Union representatives and the Public Authority at times and locations that minimize interference with the provision of services to Consumers.

6.2 PAY FOR UNION ACTIVITIES

A. Ongoing Union Activities

The Public Authority shall provide payment for a maximum of four (4) hours each month/per member to three (3) member representatives, designated by the Union

for the following activities: Provider orientations, labor/management meetings, assistance with timesheets and timesheet violations, appeals or when meeting and consulting regarding Article 7 Registry. Approval and payment is subject to the following limitations.

1. A written request must be submitted by Union to the Public Authority Manager one (1) week in advance, unless mutually waived.
2. Request for approval must identify the name of the member representative and the purpose of the activity.

The rate of pay shall be the same as the hourly wage rate for Providers. Paid time shall not interfere with the provision of services to Consumers, nor count against the authorized hours of any Consumer, nor shall it be counted in the calculation of overtime or benefits.

The Union shall cooperate with the Public Authority to establish a contractual relationship or other method to pay members under this section. The four (4) hour maximum shall not apply to negotiations of a successor to this MOU or to "Meet and Confering" pursuant to this MOU.

B. Collective Bargaining

The Public Authority shall provide payment for up to sixty (60) hours each, for up to five (5) member representatives, designated by the Union as bargaining team members for the purposes of bargaining an MOU or meeting and conferring during the term of the MOU. The payment shall be for time spent during the sessions with the Public Authority.

It shall be the responsibility of SEIU Local 2015 to submit a request for payment with the names, hours and dates for which reimbursement is sought. If the Public Authority needs any other necessary payment information, SEIU Local 2015 will assist in retrieving that information so payment can be made. The Public Authority shall verify the information and make payment to the Providers within 30 days of the request.

The rate of pay shall be the same as the hourly wage rate for Providers. Paid time shall not interfere with the provision of services to Consumers, nor count against the authorized hours of any Consumer, nor shall it be counted in the calculation of overtime or benefits.

6.3 BULLETIN BOARD SPACE

The Public Authority will furnish for the use of the Union a bulletin board in the Public Authority office. The bulletin board space may be used by the Union to provide communication concerning matters within the scope of representation. The Public Authority reserves the right to remove any material posted in violation of this Section. The Public Authority, through the Public Authority Manager, reserves the right to remove objectionable materials. The use of Union bulletin boards or any

other Public Authority equipment or building space to display materials to induce Providers to vote for specific candidates running for public office is prohibited.

6.4 MAILINGS

Upon request by the Union, the Public Authority will include Union notices in those Public Authority mailings being sent to all Providers unless mutually agreed to include mailings to targeted groups of Providers. An adequate number of hard copy notices must be provided at least fourteen (14) days in advance of the scheduled mailing. The Union shall reimburse the Public Authority for any costs associated with the inclusion of the Union notices. The Public Authority shall provide the Union with copies of any mailing information sent out to the Providers and Consumers.

6.5 PAYSTUB MESSAGES

If permitted by the payroll system, the Public Authority will honor any timely requests from the Union to request that the State Controller's office print a Union memo on the Provider's pay stubs.

ARTICLE 7 REGISTRY

7.1 REGISTRY LISTING

The Public Authority retains the exclusive right to list, refer with or without comment, suspend, or remove Provider from the Registry, according to its policies and procedures. The Public Authority retains the exclusive right to preclude listing any initial applicant on the Registry in accordance with policies and procedures, and will not do so in an arbitrary manner.

7.2 REMOVAL OR EXCLUSION FROM REGISTRY

The Public Authority Registry retains the exclusive right to remove a-Provider from the Registry, according to its policies and procedures. The Public Authority Registry will give written notice to any individual Registry Provider and to the Union of any adverse decision affecting the Provider. The notice shall inform the Provider of their right to appeal removal from the Registry under this Article. If the Public Authority Registry is provided through an agreement with a community organization, the Public Authority is responsible for monitoring services of the Registry.

The Registry will provide written notice to the Union and to the Provider of any Provider excluded from the Registry or removed from the Registry with a written notice indicating the reasons for exclusion or removal within five (5) business days.

The Union will maintain the confidentiality of information provided regarding the removal and exclusion of Providers from the Registry and will indemnify, defend, and hold the Public Authority harmless from any claims by Providers that any notice provided to the Union in accordance with this section violates their privacy rights or the privacy of others.

7.3 APPEAL PROCESS FOR REMOVAL FROM THE REGISTRY

- A. If the Public Authority Registry is provided through an agreement with a community organization, the Provider and/or the Union may appeal the IHSS Registry's action to the Registry Executive Director in writing. The Public Authority Manager will be notified immediately of all appeals and be available to hear the appeal and review all evidence provided by the Registry applicant if requested.
- B. If the Public Authority Registry is provided directly by the Public Authority, the Provider may appeal the Public Authority Registry's action to the Public Authority Manager who will be available to hear the appeal and review all evidence provided by the Registry applicant if requested.
- C. The Public Authority Manager will make the final decision regarding the appeal within thirty (30) calendar days of receipt of the Provider's appeal. The Public Authority Manager will mail the Provider and the Union written notice of their decision within thirty (30) calendar days of receipt of the Provider's appeal. The thirty (30) days timeframe can be modified with the mutual consent of the Public Authority Manager and the Provider.
- D. Providers removed from the Registry will remain in inactive Registry status (not being referred to jobs) until/unless the decision to remove is reversed through the appeal process.

7.4 REGISTRY POLICY CHANGE NOTIFICATON

The Public Authority will notify the Union of any proposed changes to the Registry policies that affect Providers and will meet and discuss with the Union, upon request, prior to implementing any change.

7.5 REGISTRY SERVICES

In order to serve the needs of the diverse population of Santa Cruz County, Registry services will be available to both Providers and Consumers in both English and Spanish.

ARTICLE 8 IHSS CONSUMER RIGHTS

8.1 IHSS CONSUMER RIGHTS

The parties reaffirm that under the statute and ordinance establishing the Public Authority, IHSS 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.

8.2 CONSUMER CONFIDENTIALITY

The Union shall not seek information regarding the name, address, phone number or any other personal information regarding Consumers. 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 this Section, except as authorized by the Consumer, the Consumer and the Public Authority shall be notified of such release or disclosure immediately.

8.3 RIGHT TO PRIVACY

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. This Section does not apply to contact with the Provider when the Provider and the Consumer share the same residence.

ARTICLE 9 ASSISTANCE TO PROVIDERS

9.1 ASSISTANCE WITH CONSUMER ISSUES

The Public Authority will, upon request, assist Providers who are experiencing difficulties in their employment relations with Consumers, such as working to resolve safety or other work issues or obtaining cooperation in seeing that Providers are properly paid.

9.2 TIMECARDS AND PAYCHECKS

The Public Authority will make every effort to insure that all Providers are paid correctly in a timely manner and that timecards are received on time. The Public Authority will make efforts to assist Providers when notified of payroll errors or delays.

ARTICLE 10 WAGES

10.1 Current Wage

At the time this agreement is reached:

- A. The State Minimum Wage is \$14.00 per hour.
- B. There is an existing Wage Supplement ("Supplement 1") of \$1.21 per hour.
- C. The County Individual Provider Wage ("CIP Wage") as defined by Welfare and Institutions Code (WIC) Section 12306.16(10)(C) is **\$14.21 per hour**.
- D. Pursuant to WIC Section 12306(10)(C), Supplement 1 is applied to the minimum wage when the minimum wage is equal to or exceeds the CIP Wage.

10.2 Wage Increase and Establishment of Second Wage Supplement

- A. Effective as soon as administratively possible after Board of Supervisor approval, Union ratification, and State approval, wages shall be increased by one dollar and fifty-four cents (\$1.54) per hour elevating the County wage paid to **\$15.75 per hour**.
- B. Supplement 2 is subject to the provisions of WIC Section 12306.16(10)(B) and is not included in the CIP wage.

10.3 Minimum Wage Increase

- A. Upon the increase of the State minimum wage to \$15 per hour on January 1, 2022, the County wage paid will increase to **\$17.75 per hour**, and the CIP Wage will increase to \$16.21 per hour.
- B. The CIP Wage will remain \$16.21 per hour, unless and until any overriding legislation pertaining to the State minimum wage, Federal minimum wage, or modification or repeal of WIC Section 12306.16(10)(C) is enacted.

10.4 State Approval

- A. The wage increases described in Sections 10.2 and 10.3 above are contingent upon a County wage rate package final implementation occurring no later than December 1, 2021.
- B. Sections 10.2 and 10.3 shall be contingent upon the approval and participation from the State. The parties will work together, as needed, to secure State approval.
- C. In the event that the State does not approve some portion of this Agreement or provides an alternate cost interpretation, the parties will meet immediately for the purpose of revising any effected portion. The intent of the parties will be to best use those Public Authority funds committed to this Agreement without any material increase of committed funds.

10.5 State and Federal Legislative or Regulatory Actions

- A. Parties agree to meet and confer if material changes occur with State or Federal funding for IHSS that increase or decrease Public Authority costs.
- B. Parties agree to meet and confer if material changes occur with legislation or regulation pertaining to any section of this article that increase or decrease Public Authority costs.
- C. The Public Authority will notify the Union and take the steps necessary to effectuate any change to the County wage paid as soon as is administratively practicable in the event that all of the following conditions are met:
 - i. The WIC Section 12306.16(10)(C) is repealed or modified so that the wage supplement described in Section 10.1 may be applied directly to the State Minimum Wage, in the same manner as the wage

supplement described in Section 10.2, pursuant to WIC 12306.16(10)(B) and;

- ii. The State or Federal minimum wage is at a level that would increase wages, pursuant to (i) above, and;
- iii. There is no additional cost to the County

10.6 Adoption of Wage Changes

The Public Authority will submit the appropriate request to the State to implement changes agreed to in this MOU within five (5) working days of Union ratification and Board of Supervisors adoption of this Agreement, and subsequently sufficiently in advance of any change to be effected.

10.7 MOU Durability

Upon expiration of this MOU, unless actions as listed in Section 10.5 occur, the terms of this article will remain in effect until and unless a successor MOU is negotiated.

ARTICLE 11 SICK LEAVE

11.1 PAID SICK LEAVE

Effective July 1, 2018, Providers shall be entitled to Paid Sick Leave in accordance with California Labor Code Section 246.

ARTICLE 12 HEALTH BENEFIT PLAN: MEDICAL, VISION & DENTAL

12.1 HEALTH BENEFITS

A Health/Dental/Vision Plan ("Plan") shall be offered to eligible Providers through the Healthcare Employees/Employers Dental and Medical Trust ("Trust"). The Public Authority will make financial contributions to the Trust for those Providers who enroll in the Plan. The duration of the County obligation to fund the Trust shall be consistent with the duration of this Memorandum of Understanding ("MOU").

12.2 PUBLIC AUTHORITY CONTRIBUTIONS TO BENEFITS

The Public Authority shall contribute to the total cost of providing a health/dental/vision plan for eligible Providers, as soon as administratively possible after State approval is received. The Public Authority's contribution shall be remitted to the Trust. The amount the Public Authority shall contribute will be eighty-five cents (\$.85) per hour times the total number of paid Provider hours recorded by IHSS, upon effectuation of Article 10. Contributions are only provided for hours worked. No additional contributions will be made for any Provider no longer working. In no event shall the Public Authority's funding obligation to the

Trust exceed \$.85 per hour times the total monthly hours paid to the Providers during the term of the MOU.

12.3 PROCESSING AND PAYMENT OF INSURANCE PREMIUMS

- A. The payment of Public Authority's benefits contribution and Provider premiums shall be processed as follows:
1. Each month of this MOU, the Public Authority will forward the full amount of Public Authority's contribution to benefits to the Trust.
 2. Each Provider who is receiving benefits pursuant to Article 12 of this MOU shall pay his or her share of insurance premium as follows:
 - a. Providers who are paid through the State Case Management Information and Payrolling System (CMIPSI) shall pay their share of insurance premiums on a monthly basis through payroll deduction.
 - b. Providers who are paid in advance shall pay their share of insurance premiums quarterly in advance directly to the Trust.
 - c. The failure to pay premiums on a timely basis shall be cause for cancellation of insurance coverage.

Once each month, the Trust shall forward to the Union a listing of the Providers who have qualified for benefits and for whom payroll deductions or direct payments shall be processed. The Union shall forward the payroll deduction information to the State Controller's Office, collect individual payments and, shall forward the full amount deducted/collected to the Trust once each month.

12.4 TRUST INVOICE

Contributions by the Public Authority will be paid by the 15th of each month or as soon as administratively possible, to the Trust for hours worked in the prior month. The coverage period is determined by the Trust and the Public Authority is not responsible for any determinations related to eligibility or coverage periods.

12.5 LIMITATIONS ON USE OF FUNDS

The financial contributions the Public Authority makes to the Trust shall be used exclusively to fund the premiums of enrolled Providers who work within the regional boundaries of Santa Cruz County. The Trust will permit the Public Authority, at the Public Authority's request, to audit the Trust to confirm that the Public Authority's contribution is being used for purposes consistent with this Agreement.

12.6 ADMINISTRATION

- A. The Trust shall administer the Plan.

- B. The Trust shall be responsible for determining eligibility, and processing enrollment.
- C. The Trust shall be responsible for the distribution to Providers of enrollment forms, benefit descriptions, health care provider directories, claim forms, and other forms of documents usually supplied in connection with the enrollment process. In addition, the Trust will prepare and distribute HIPAA certifications.

12.7 INDEMNIFICATION

The Union will defend, indemnify and hold harmless the Public Authority, the County of Santa Cruz, and its officers, agents, and employees from any and all claims, demands, suits, or any other action arising from the acts or omissions of the Trust in providing, administering, and acting in relation to the Plan.

12.8 LEGISLATION CHANGES TO HEALTH CARE

If, during the term of this Agreement, legislative actions occur pertaining to the provision of health care to Providers such that either party believes that a modification to this Agreement is appropriate, the parties will meet to determine any needed modifications, including appropriate application of any funds no longer needed for health insurance. Any change will be by mutual agreement.

ARTICLE 13 RETIREMENT

13.1 CALSAVERS

The Public Authority will make information available to Providers regarding the CalSavers retirement savings program, via their bulletin boards, and website, which includes a link to SEIU Local 2015's website where updated information is available.

13.2 Retirement Plan

The Public Authority and the Union shall meet and confer upon the request of either party over the possibility of establishing a retirement plan. The Union and the Public Authority agree that this reopener does not obligate or guarantee any action except to meet and confer.

ARTICLE 14 GRIEVANCE PROCEDURE

The Public Authority and the Union recognize that settlement of grievances is essential to sound employee management relations. The parties will seek to establish a mutually satisfactory method for the settlement of grievances of Provider's or the Union. The parties encourage the prompt settlement of grievances and mutual respect during the process.

14.1 DEFINITION

- A. A grievance may only be filed if it relates to:
 - I. A management interpretation or application of provisions of this MOU

which adversely affects a Provider's wages, hours or conditions of employment.

2. A management interpretation or application of the Public Authority procedures or rules and regulations related to salary and compensation provisions which directly applies to Providers in this Unit and which adversely affects the Providers' wages, hours or conditions of employment.
- B. Specifically excluded from the grievance procedure are:
1. Subjects involving amendment or change of a Public Authority Board resolution, ordinance, or minute order of this MOU.
 2. Removals or denials from the Registry.
 3. Complaints regarding Workers' Compensation or the applicable procedures for such complaints, because these are in the control of the State.
 4. Any complaint arising out of any aspect of the employment relationship between the Consumer and the Provider including, but not limited to, hiring, termination, scheduling of hours, work environment, etc., because the Consumer is the employer for these purposes.
 5. Complaints concerning the State's CMIPS system and IHSS regulations, because they are not under the control of the Public Authority.
 6. Items concerning Provider's late submission of time cards resulting in inaccurate data reports from the State regarding hours worked.

14.2 REPRESENTATION

Providers shall have the right to present their own grievance or do so through a representative of their own choice. Grievances may also be presented by a group of Providers or by the Union. No grievance settlement may be made in violation of an existing rule, ordinance, memorandum of understanding, minute order or resolution of the Public Authority or State law. Union grievances shall comply with all foregoing provisions and procedures.

14.3 GENERAL PROVISIONS

- A. The time limits set forth in this Article are essential to the grievance procedure and shall be strictly observed.
- B. Failure of the Provider or Union to file a grievance within the required time limits at step one shall result in automatic dismissal of the grievance. Failure of either party to appeal and/or respond within the required time limits at any subsequent step shall result in an automatic advancement of the grievance to the next step.
- C. Time limits specified in the processing of grievances may be waived by mutual written agreement.

- D. Any grievance settlement shall be implemented in the second pay period following the settlement of the grievance. Grievance settlements shall be in writing and shall specify the name of each affected Provider and the specific relief to be afforded to each.
- E. Grievances may, by mutual agreement, be referred back for further consideration or discussion to a prior step or advance to a higher step of the grievance procedure.
- F. No hearing officer shall entertain, or make findings of fact or recommendations on any dispute unless such dispute involves a Provider in the Public Authority unit represented by the Union and unless such dispute falls within the definition of a grievance as set forth in this Article.

14.4 PROCEDURE

A. Informal

Providers are encouraged to act promptly through an informal meeting with the Public Authority staff in an attempt to resolve the matter before it becomes the basis for a formal grievance. Any resolution reached at the informal step must be in accordance with the provisions of this Agreement, or other resolution, rule or ordinance.

B. Formal

1. STEP 1

Within thirty (30) calendar days of occurrence or discovery of an alleged grievance, the grievance may be presented to the Public Authority Manager. The grievance shall be submitted on a Public Authority Grievance Form, which shall be included as an appendix to this Agreement and be made available by the Public Authority electronically and in hard copy upon request, and shall contain the following information:

- a. The name of the grievant.
- b. The specific nature of the grievance.
- c. The date, time and place of occurrence.
- d. Specific provision(s) of the MOU or Public Authority procedures related to wages, hours and working conditions violated.
- e. Any steps that were taken to secure informal resolution.
- f. The corrective action desired.
- g. The name of any person or representative chosen by the Provider to enter the grievance.

The Public Authority Manager or designated representative shall provide a written decision within thirty (30) calendar days of receipt of the grievance. Unless mutually waived, the Public Authority Manager or designee shall meet with the grievant/Union prior to issuing their decision.

2. STEP 2

If the aggrieved party is not satisfied with the Step 1 decision, they may, within fourteen (14) calendar days after receipt of the decision, present a written appeal of the decision to the Division Director of Adult and Long Term Care Services or designated representative. The Division Director of Adult and Long Term Care Services or designated representative shall provide a written decision within fourteen (14) calendar days of receipt of the appeal. Unless mutually waived, the Division Director of Adult and Long Term Care Services or designee shall meet with the grievant/Union prior to issuing their decision.

3. STEP 3

The decision(s) of the Director of Adult and Long Term Care Services may be appealed within seven (7) calendar days to a hearing officer. The written appeal requesting a hearing officer shall be filed with the Public Authority Manager.

4. HEARING OFFICER

The hearing officer's compensation and expenses shall be borne equally by the grievant(s) and the Public Authority Board. Each party shall bear the costs of its own presentation, including the preparation and post hearing briefs, if any.

The hearing officer shall be selected by mutual agreement between the parties. If the parties are unable to agree upon a hearing officer, the parties shall jointly request the State Conciliation and Mediation Service to submit a list of seven (7) qualified hearing officers. The parties shall then alternately strike names from the list until one name remains, and that person shall serve as the hearing officer. The party having the first choice to strike a name from the list shall be determined by lot.

- a. Procedures for choosing a hearing officer shall begin within thirty (30) calendar days of receipt of the appeal at Step 3. Prior to the selection of the hearing officer, the parties will attempt to stipulate to as many facts as possible and agree on the issue(s) to be submitted to the hearing officer.
- b. Proceedings shall be recorded but not transcribed except at the request of either party to the hearing. The party requesting the transcripts shall bear the expense. Upon mutual agreement, the Public Authority and the grievant may submit briefs to the hearing officer in lieu of a hearing.
- c. At the conclusion of the hearing, both parties shall jointly consider whether the type of case involved lends itself to immediate mediation. If both parties agree to do so, then the hearing officer shall proceed to attempt to settle the particular grievance by the use of mediation. If through mediation the parties can reach a mutually acceptable disposition, then that disposition shall become the decision of the

hearing officer. The position of either party to proceed or not to proceed to mediation shall not be disclosed and/or implied by either party to the hearing officer. If the mediation process does not result in an acceptable resolution to both parties within one (1) additional day of the conclusion of the hearing, the case shall be determined solely by the hearing officer.

If there is no agreement to proceed through the mediation step, then the case shall be determined solely by the hearing officer. The position of either party to proceed or not to proceed to mediation shall not be disclosed and /or implied by either party to the hearing officer.

- d. Except when briefs are submitted as specified in the preceding, it shall be the duty of the hearing officer to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a decision within fifteen (15) calendar days of the conclusion of hearing.
- e. The hearing officer shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement or impose on any party hereto a limitation or obligation not explicitly provided for in this Agreement. Nor shall the hearing officer have any authority to add to, detract from, alter, amend or modify any resolution, ordinance or minute order of the Public Authority Board, State law, or written rule.
- f. The decision of the hearing officer shall be final and binding upon the parties.

ARTICLE 15 LABOR-MANAGEMENT COMMITTEE

The parties agree to the establishment of a labor-management committee to facilitate communication between the parties and to promote a climate of constructive labor relations. The committee shall determine the agenda and schedule for its meetings. The committee shall consist of up to three (3) representatives employed as Providers designated by the Union, and up to three (3) representatives of the Public Authority. Other resource persons may be included by either Party with notice to the other.

The committee shall meet four (4) times a year, or more frequently as needed, at mutually acceptable dates and times.

The topics for such meetings may include, but not be limited to, payroll problems, health and safety issues, and training and education.

ARTICLE 16 BUS PASSES

The Public Authority will forward information to all Providers about discounted bus pass programs of which the Public Authority becomes aware at no cost to the Public Authority.

ARTICLE 17 TRAINING AND EDUCATION

17.1 TRAINING

The parties agree that Providers will be offered six (6) optional and unpaid training sessions per year. Each training session will accommodate up to thirty (30) Providers and each session will be scheduled for up to two (2) hours. Training and education classes will be mutually agreed upon between the Union and the Public Authority staff. Certificates will be provided upon completion of each session.

17.2 ORIENTATIONS

The Public Authority will provide the Union with an annual calendar of New Provider Orientations, indicating the location and designated language for orientation. The Public Authority will give no less than ten (10) business days' notice of any changes to orientation schedules. The Union will be given thirty (30) minutes at or about 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 and telephone numbers after each new Provider orientation.

In the event that the Union is unable to attend a Provider orientation, the Public Authority shall inform Providers that they are represented by the Union and will distribute Union authorization forms and related printed Union information provided by the Union.

In the event the Public Authority determines other methods by which to offer orientations, the Public Authority and the Union may make a mutually acceptable arrangement for conducting orientation.

ARTICLE 18 HEALTH AND SAFETY

18.1 SAFE AND HEALTHY WORKING ENVIRONMENT

Public Authority recognizes the importance of providing a safe and healthy working environment for Providers. No Provider shall be expected to work in any situation which could threaten their health and safety. The Provider shall report any unsafe or hazardous conditions to the Public Authority immediately.

18.2 WORKPLACE ACCIDENT OR INJURY ON THE JOB

If a Provider is injured on the job and reports the injury, the Public Authority will assist the Provider in completing and processing the appropriate forms. The parties will jointly develop, prepare and mail information to Providers regarding Worker's Compensation benefits, unemployment benefits, and State Disability Insurance (SDI) benefits. The Public Authority or IHSS staff shall maintain a log of Worker's Compensation claims submitted through IHSS. The log shall contain the necessary information of all Providers who notify the Public Authority or IHSS staff of any workplace accident or injury. The Union shall be allowed to review the log upon request. Identifying information shall be expunged, unless otherwise authorized by the affected worker.

18.3 PROTECTIVE GLOVES, MASKS AND ANTIBACTERIAL SOAP

The Public Authority will provide workers with protective gloves, masks and antibacterial soap for the purposes of delivering IHSS care to IHSS clients. Gloves, masks and antibacterial soap shall be provided to workers upon request.

ARTICLE 19 SEVERABILITY OF PROVISIONS

In the event that any provision of this MOU is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the MOU shall be null and void, but such nullification shall not affect any other provision of this MOU, each of which shall remain in full force and effect.


ARTICLE 20 BEREAVEMENT LEAVE

The Consumer is the employer in all issues related to scheduling of working hours and has sole authority to grant unpaid leave. In the event that a Provider requires unpaid bereavement leave for up to three (3) days in the event of a death of an immediate family member, and upon request of the Consumer, the Public Authority Registry will be available to try to arrange coverage of the Consumer's hours during the three-day absence. In the event of a documented *bona fide* bereavement leave request by the Provider that is rejected by the Consumer and results in the termination of the Consumer's contract with the Provider, the Public Authority will not remove the Provider's name from the Registry.


ARTICLE 21 TERM OF AGREEMENT

This Agreement shall become effective upon ratification by the Union and approval by the Board of Supervisors and shall remain in effect up to and including June 30, 2024.

FOR SEIU LOCAL 2015

 **8/25/2021**

 David Werlin Date
 Chief Negotiator
 SEIU Local 2015


 **08/25/2021**

 Dereck Smith Date
 Executive Vice President
 SEIU Local 2015

SEIU Local 2015 Negotiating Committee:

Marisela Galindo, Team Member
 Susana Hernandez, Team Member
 Sarah Spalding, Team Member
 Vicente Vega, Organizer
 Ua Lugo, Lead Organizer

FOR THE PUBLIC AUTHORITY

DocuSigned by:
 **8/27/2021**

 Ajita Patel Date
 Chief Negotiator
 Director of Personnel

DocuSigned by:
 **8/27/2021**

 Randy Morris Date
 Director, Human Services Department
 Emily Balli, Deputy Director,
 Human Services Department
 signed on behalf of Director
Public Authority Negotiating Committee:

Alicia Morales, Division Director
 Ted Morton, Administrative Services Manager
 Jessica Cirksena, Program Manager
 Juan Magana, Public Authority Manager

APPENDIX – GRIEVANCE FORMS

GRIEVANCE FORM COUNTY OF SANTA CRUZ IHSS PUBLIC AUTHORITY

Date: _____

Name of Person Submitting Form:

Phone:

Complaint Against

Care Provider IHSS Recipient IHSS Program IHSS Registry

IHSS Public Authority Other:

Name of IHSS Recipient:

Name of IHSS Provider:

IHSS Social Worker:

Complaint: (Who, What, Where, When, Why?): Note: if more space needed, write on the back or attach additional information)

Desired outcome:

FORMULARIO DE QUEJAS

**AUTORIDAD PÚBLICA DEL
CONDADO DE SANTA CRUZ**

Fecha: _____

Nombre de la Persona que Somete el Formulario:

Teléfono:

Queja en Contra de:

Proveedor de Cuidado Cliente de IHSS Programa de IHSS Registro de IHSS

Autoridad Publica de IHSS Otro:

Nombre del Cliente de IHSS:

Nombre del Proveedor de IHSS:

Trabajador/a Social de IHSS:

Queja: (Quién, Qué, Dónde, Cuándo, Porqué?): Nota: si necesita más espacio , escriba al reverso de esta forma o adjunte información adicional)

Resultado Deseado:
