

MEMORANDUM OF UNDERSTANDING

BETWEEN

**IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY
OF AMADOR COUNTY**

AND

SEIU LOCAL 2015

DECEMBER 2022 – JUNE 2025

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INTRODUCTION

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

This MOU formalizes the unique employer-employee relationship defined in law between the Authority and the Union. The Authority does not employ or manage the Providers in the role of a traditional employer. Similarly, the Union commits itself in the MOU to some goals that not only benefit this workforce but are also intended to benefit Consumers of IHSS and WPCS services, hereinafter referred to as (“Consumers”).

The 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 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.

This MOU is entered into pursuant to the authority contained in Authority Resolution No. IHSS-2003-002 and Amador County ordinance §1558 and has been jointly prepared by the parties.

SECTION 1. DURATION

1.1 Duration

This MOU shall remain in full force and effect from the date the State approves it, pursuant to Sub-Section 10.4 “Wage Contingency” of this MOU, up to and including June 30, 2025.

SECTION 2. MUTUAL RESPECT

2.1 Mutual Respect

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

The Authority and the Union shall also encourage Providers and Consumers to treat each other with courtesy, dignity, and respect.

This Section shall not be subject to Section 14. "Grievance Procedure".

SECTION 3. UNION RECOGNITION

3.1 Recognition

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

SECTION 4. DISCRIMINATION IN EMPLOYMENT PROHIBITED

4.1 Discrimination in Employment Prohibited

There shall be no discrimination in the interpretation, application, or enforcement of the express terms of this MOU because of sex, race, creed, color, national origin, sexual orientation, age, disability or participation or non-participation in an employee organization against any Provider by the Authority or by the Union.

SECTION 5. CONSUMER RIGHTS

5.1 Consumer Rights

IHSS Consumer as Employer: Under State law and County ordinance establishing the Authority, Consumers have the sole and undisputed right to:

- A. Hire Providers of their choice;
- B. Remove 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 the work of the Providers providing services to them within the scope of authorized services.

Confidentiality and Right to Privacy: 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 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.

SECTION 6. MANAGEMENT RIGHTS

6.1 Authority Rights

Unless otherwise specified in this Memorandum of Understanding, the Authority retains exclusive right to determine the merits, necessity or organization of any service or activity and to determine the methods, means and personnel by which its operations are to be conducted; to determine its mission, and to take all necessary actions to prepare for and carry out its mission in emergencies.

6.2 Liability of Authority

The Authority is an independent legal entity, separate and apart from the County of Amador. The Authority has no power to bind the County to any contractual or legal obligations. Nor may the obligees of the Authority seek recourse against the County for any financial or legal obligation of the Authority.

6.3 Past Practices

Continuance of working conditions and practices not specifically authorized by resolution of the Authority is not guaranteed by this Memorandum of Understanding.

6.4 Emergency

Nothing herein shall limit the authority of the Authority to make necessary changes to carry out its operations during an emergency. The Authority shall notify the Union of the nature of the emergency and of any necessary changes as soon as possible. "Emergency" is defined as an unforeseen event or financial condition caused by forces beyond the control of the Authority, involving a reasonable likelihood that harm would be experienced unless immediate action is taken. Emergency action under this Article shall not extend beyond the period of the emergency. The Union shall be notified as soon as the emergency is resolved.

SECTION 7 PROVIDER RIGHTS

7.1 Health and Safety

The Authority recognizes the importance of a safe and healthy working environment for Providers. No Provider shall be required to work in any situation which could threaten their health and safety. The Provider shall report any unsafe or hazardous conditions to the Authority immediately. In an effort to assist, the Authority will furnish the Provider with contact information at the New Provider Orientation that may be helpful in resolving health and safety concerns. The Authority will also provide information to Providers regarding Workers' Compensation, Unemployment and State Disability Insurance (SDO) Benefits at the New Provider Orientation ("NPO").

If a Provider is injured on the job, the Provider may contact the Authority to obtain a Workers' Compensation claim form. The Provider must submit the completed claim form to the Authority for processing. The Workers' Compensation Third Party Administrator reviews, approves, and maintains claims and relevant information.

The Authority shall ensure that a log of the Workers' Compensation claims is maintained. The log shall contain information on all Providers who filed a claim regarding a workplace accident or injury; listing their name, contact information and date of the injury. The Union shall be allowed to review the log upon request with at least a three (3) business day notice of the Union's desire to review the log.

At the NPO, the Authority will inform new Providers about the availability of personal protective equipment (PPE) and how to request PPE from the Authority. The Authority will also supply informational handouts on safety precautions and the correct use of PPE at the NPO.

7.2 Union Representation

Upon request of the Provider, the Union shall be permitted to accompany and/or represent the Provider at any step of the Grievance and Registry appeal processes.

7.3 Care Tasks and Separation

Providers have the right to terminate employment at any time and for any reason, or immediately decline to provide services not listed on the Notice of Action or for

reasons related to the health and safety of the Provider. When a Provider or Consumer chooses to terminate employment, the Authority and the Union agree to encourage either party to provide at least two (2) weeks' notice in order to enable all parties to have enough time to accommodate the changes in the employment relationship. If the Consumer is notified of an increase or reduction in service hours, or they are notified of changes in authorized tasks allotted to them, the Consumer should notify the Provider as soon as possible.

7.4 Provider Rights Upon Termination

After termination of a Provider by their Consumer, the Authority will send the Provider written notification within fourteen (14) calendar days when possible of: 1) their right to be placed on the Registry; 2) instructions and/or contact information to be added to the Registry; 3) their right to a full and final paycheck with all hours worked prior to termination; 4) instructions and/or contact information for assistance in the event of a Consumer's refusal to sign final timesheet(s).

SECTION 8. UNION RIGHTS

8.1 Union Rights

The Union shall have the following rights:

- A. Lists and Information: The Union shall work with the State to obtain Provider information. However, if the information is not available through the State and is requested from the Authority by the Union, the Authority shall provide to the Union a list of all current Providers, including name, address, and telephone number. The list will be provided in an agreed upon computer format. In addition, the Authority shall provide the County's total number of authorized IHSS hours and the total hours paid.

- B. Bulletin Board Space: The 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. All posted materials shall clearly state that the materials have been prepared and authorized by the Union.

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

- C. New Provider Orientations (NPO): The Authority will ensure that the Union is provided with an annual calendar of NPOs, indicating the location and primary language or languages of each new Provider. Whenever possible, the Authority will provide the Union with no less than ten (10) business days' notice of any changes to the orientation schedule. The Union will be given thirty (30) minutes at the beginning of each orientation to talk to new Providers about the Union.

The Authority will provide the Union with a list of the scheduled attendees and their identifying information prior to each NPO.

If the Union is unable to attend an NPO, the Union will provide information packets for the Authority to distribute to the new Providers.

The Authority will provide State mandated orientation videos and the Authority orientation portion online via use of REVA. The Authority will offer in -person provider enrollment once a week at which time the Union

has thirty (30) minutes to present their material. The Union will present first, and the enrollment of Providers will follow.

D. Payroll, Dues, and Deductions: As the majority representative, the Union has the exclusive privilege of dues deduction for all union members in its unit.

1. 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 Political Action Fund (PAF) contributions, specifying the purpose(s) of the deduction(s). The State shall continue to make such deductions as instructed by the Union subject to the terms and conditions in this MOU.
2. The Provider's earnings must be sufficient after required deductions are made to cover the amount of the dues or other authorized deductions. When a Provider is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of a Provider who 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 required deductions have priority over Union dues and other deductions.
3. The Union shall indemnify, defend, and save the 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 MOU, or action taken or not taken by the Authority under this Section. This includes but is not limited to the Authority's attorneys' fees and costs.

E. At the beginning of the term of this MOU, the Union shall notify the Authority and the Labor Relations Unit by way of a written list of their official Representatives (Field Representatives and Shop Stewards). The Union shall notify the Authority in writing of any changes to the list as they occur. The list shall include the name, title, telephone number, mailing address and e-mail address (if any) of the Union's official representatives, including provider stewards. The official representatives

and stewards shall not be recognized by the Authority until such written list or written changes are provide to the Authority Manager.

- F. The Authority will compensate Providers who participate as bargaining committee members, at their normal rate of pay, on the Union's negotiating committee for caucus time and meeting with the Authority for each scheduled day of negotiations up to a total combined amount not to exceed two thousand five hundred dollars (\$2,500) for all participants for successor negotiations to the MOU. The Union will provide the Authority with the names of the individuals who attended negotiations and the number of hours spent actively engaged as described above.

SECTION 9. ENROLLMENT AND PAYROLL ADMINISTRATION

9.1 Enrollment and Payroll Administration

Providers will be enrolled and receive their timesheets or be able to access the electronic timesheet system 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.

The parties understand that the IHSS payroll system is administered by the State. The Authority and the Union agree to work together in cooperation with the County and State, toward the goal of assuring that Providers receive their pay on a timely and accurate basis.

Payroll issues beyond the Authority's direct control are not subject to the grievance procedure.

The Authority shall provide all Providers with local access phone numbers to call for timely answers to payroll questions and resolutions to problems.

The Authority will attempt to assist Providers who provide services and whose Consumer is unable or unwilling to complete the Provider's timesheet in order to be compensated for time worked.

SECTION 10. WAGES

10.1 Base Wages

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

10.2 Wage Supplement

It is the understanding of the parties, that aside from the annual inflation factor, the County’s Maintenance of Effort (MOE) will not be increased for non-locally negotiated increases, such as increases to the State Minimum Wage. It is the intent of the parties that the wage supplements, as describe in this Sub-Section be added to the County’s MOE for the term of this MOU in accordance with Welfare and Institutions Code Section 12306.16(d) or any future comparable statutory authority permitting such action. Accordingly, the following wage supplements are provided to Providers:

- A. At the time that this MOU was reached and adopted by the Authority, an existing benefit supplement of sixty cents (\$0.60) per hour is in effect in addition to the Base Wage.
- B. Effective as soon as practicable following Union ratification, Authority adoption, and State approval, the wage supplement will be increased by seventy-five cents (\$0.75) per hour for a total wage and benefit supplement of one dollar and thirty-five cents (\$1.35) per hour in addition to the Base Wage.
- C. Effective July 1, 2023, the wage supplement will be increase by seventy-five cents (\$0.75) per hour for a total wage and benefit supplement of two dollars and ten cents (\$2.10) per hour in addition to the Base Wage.

10.3 Implementation

This MOU will be agendized by the Governing Board of the Authority at its first meeting following ratification by the Union and the parties agreeing to and executing a final written successor MOU.

Within five (5) working days of adoption by the Governing Board of the Authority, the Authority will submit the appropriate request to the State to implement the new rates.

10.4 Wage Contingency

Any increases to wages agreed upon in this MOU shall be rendered null and void if the State fails to approve the terms of the proposed wage increases, and the parties will meet immediately to make needed modifications.

If during the term of this MOU the Authority determines that State or Federal participation levels are reduced, or the State or Federal sharing formula is modified in a way that would result in an increased cost to the County or the Authority to maintain the wage or benefit level described in this MOU, wages and/or benefits will be reduced by an amount necessary to keep the total cost to the County and the Authority the same as such cost that existed on the day prior to the effective date of such reduction or modification. The wage and benefit adjustment will be effective on the date the reduction or modification is effective. Within thirty (30) working days of a demand by either party, the Authority and the Union shall meet and confer on the impacts of such changes and any wage or benefit adjustments.

SECTION 11. BENEFITS

11.1 Health, Dental and Vision Care Program

The Authority shall sponsor and make available Health, Dental and Vision Care Insurance to eligible Providers. The Authority will not change the plan sponsor or plan coverage except by mutual approval of the parties.

- A. At the time that this MOU was reached and adopted by the Authority, an existing benefit supplement of sixty cents (\$0.60) per hour is in effect in addition to the Base Wage. The Authority's monthly contribution shall continue to be equal to \$.60 multiplied by the total number of monthly paid hours and in no event shall the Authority's monthly contribution exceed \$.60 multiplied by the total number of monthly paid hours.
- B. Providers shall be given the opportunity to enroll in the Health, Dental and Vision Care Insurance plan(s) subject to the following:
 1. Providers who have worked a minimum of 70 hours for two consecutive months shall be eligible for Health, Dental and Vision Care Insurance contributions pursuant to this Section, on a first-to-enroll basis. If an eligible Provider requests to be enrolled in benefits at a time when there are no benefit slots available, their name shall be placed on the wait list, which shall be administered by the Authority. Providers who are on the wait list and who still meet eligibility requirements shall be provided benefits on a first-come basis as benefit slots become available.
 2. If a Provider who is qualified for and receiving Health, Dental and Vision Care Insurance contributions fails to qualify, as indicated above, for three (3) consecutive months, their Health Insurance contributions shall be stopped, effective the first of the following month.
 3. The Provider will be required to reestablish eligibility by working 70 or more hours for two consecutive months before contributions will be reinstated, pursuant to paragraph B.1, above.

11.2 Processing and Payment of Insurance Premiums

The payment of insurance premiums shall be processed as follows:

- A. The Authority will forward the full amount of the Authority share of insurance premiums to the plan sponsor each month.
- B. Each Provider who is receiving benefits pursuant to Sub-Section 11.1 “Health, Dental and Vision Care Program” shall pay their share of insurance premiums as follows:
 - 1. Providers who are paid through the State Case Management Information and Payrolling System shall pay their share of insurance premiums, if applicable, on a monthly basis through payroll deductions.
 - 2. Providers who are paid in advance shall pay their share of premiums quarterly, if applicable, in advance directly to the Authority.
 - 3. The failure to pay premiums within thirty (30) days of the designated due date shall be cause for cancellation of insurance coverage.
- C. The Authority shall forward the deduction information to the State Controller’s Office for payroll processing.

11.3 Benefit Contingency

The actual effective dates of each of the wage and benefits increases described are contingent upon processing and administrative approval by the State.

If, during the term of this MOU the Authority determines that State or Federal participation levels are reduced, or the State or Federal sharing formula is modified in a way that would result in an increased cost to the County or the Authority to maintain the wage or benefit level described in this MOU, wages and/or benefits will be reduced by an amount necessary to keep the total cost to the County and the Authority the same as such cost that existed on the day prior to the effective date of such reduction or modification. The wage and benefit adjustment will be effective on the date the reduction or modification is effective. Within thirty (30) working days of a demand by either party, the Authority and the Union shall meet and confer on the impacts of such changes and any wage or benefit adjustments.

11.4 Paid Sick Leave

Providers shall be entitled to paid sick leave in accordance with California Labor Code Section 246 as administered by the State.

11.5 Provider Back-Up

The Parties recognize that a system of back-up Providers is essential to the effective implementation of paid sick leave and commit to collaborate on strengthening the existing registries and expanding access to back-up services.

SECTION 12. TRAINING AND EDUCATION

12.1 Training and Education

The Union and the Authority both recognize that the future of the program largely depends upon the availability of skilled Providers. The Union and the Authority also recognize that providing access to training for Providers is an important goal and a significant component of the Program. To meet these challenges, it is important for the parties to work cooperatively to improve training opportunities for Providers. Toward this end the Authority will allocate up to three thousand dollars (\$3,000) per fiscal year for training for Providers.

Funds allocated for training may be spent on IHSS work related topics including, but not limited to, universal precautions, infection control, CPR, basic first aid, proper lifting techniques, symptoms of heart attack, symptoms of stroke, symptoms of diabetic coma, or working with patients who suffer from dementia, Alzheimer's, mental health issues, diabetes, and autism.

The Union and the Authority will have an on-going agenda item at the Labor Management Committee (LMC) to discuss trainings, joint Union and Authority participation, and the cost of training. The first LMC meeting should be held no later than thirty (30) days following Union ratification and approval of this MOU by the Authority Governing Board to discuss implementing training for Providers.

SECTION 13. REGISTRY

13.1 Registry Services

In accordance with the Welfare and Institutions Code, Section 12301.6, the Authority shall operate a registry for the purpose of assisting Consumers in finding Providers.

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

Providers retain the right to decline employment by any Consumer and also to seek employment through other sources of their choosing.

13.2 Removal from the Registry Appeal Process

A. The Authority will give written notice to any Provider of the intent to exclude the Provider from the Registry. Such notice shall inform the Provider of the reasons for the intended exclusion and of their right to file an appeal within twenty (20) days pursuant to Sub-Section B. “Step 1 Appeal Request” and Sub-Section C. “Step 2 Arbitration” below and their right to Union representation. A copy of the written notice will be provided to the Union.

B. Step 1 Appeal Request: The Provider may file an appeal after being notified of their exclusion from the Registry, provided such an appeal is made within twenty (20) days from receipt of notice of the exclusion. The appeal must be in writing and state why the Provider believes the Authority's action was inappropriate.

Any appeal shall be made to the Authority Director, who will render a decision regarding the appeal. The Authority Director shall mail the Provider and the Union written notification of their decision within thirty (30) days of receipt of the Provider's appeal.

C. Step 2 Arbitration: If the appeal is not resolved at Step 1 above, the Provider may, within fourteen (14) days of notice of the Step 1 decision, file written notification to the Authority that the appeal is being advanced to Step 2, Arbitration. All of the arbitration provisions set forth in Section

14. “Grievance Procedure” shall apply unless a contrary provision is set forth herein.

13.3 Policies, Practices, Procedures, and Standards

It is recognized that one of the Authority’s primary missions is to facilitate the referral of Providers for Consumers 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.

Registry services include an on-call referral service to assist in providing short-term temporary care services on an as-needed and as-available basis.

The Authority retains the exclusive right to:

- A. Establish and maintain a Registry of Providers and to verify and validate that Registry Providers possess the minimum requirements necessary to be referred to Consumers;
- B. list individual Providers on the Registry and to refer individual Providers with or without comment;
- C. determine and change policies, practices, procedures, and standards for the recruiting and referral of Providers;
- D. suspend or remove an individual Provider from the Registry subject to the appeal procedures described below.

The parties agree to meet and confer over the impacts of any change to the conditions of employment regarding the Registry process for Providers.

SECTION 14. GRIEVANCE PROCEDURE

14.1 Definition

A grievance is a claim brought by a Provider, a group of Providers, or the Union, of a violation, misapplication or misinterpretation of this MOU or violation of a law. Throughout this Section, “Grievant” refers to the Provider, a group of Providers, or the Union, whichever is filing the grievance. The Union may represent the grievant at any stage of the process. Any grievance filed shall include the following information:

- A. A statement identifying the document as a “grievance”.
- B. The specific provision of this MOU or of law that has been misapplied, misinterpreted, or violated.
- C. The facts pertinent to the grievance, including the names, dates, places, and incidents necessary for an understanding of the grievance.
- D. The alleged adverse effect upon the Grievant resulting from said alleged misapplication, misinterpretation, or violation.
- E. The remedy sought by the Grievant.

14.2 Provider Participation

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.

14.3 Effect of Grievance on Pending Action

Unless the 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 Authority action.

14.4 Procedural Steps

Grievances shall be processed in the following manner:

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete actions within the time limits contained in the grievance procedure.

- A. Step 1 (Informal): A Grievant shall discuss their grievance with the Authority designee within fifteen (15) days of the event giving rise to the grievance. The written grievance shall be in substantial compliance with the requirements of Sub-Section 14.1 “Definition”. The Authority shall issue a written decision within seven (7) days following the discussion.
- B. Step 2 (Formal): If a grievance is not satisfactorily resolved at Step 1 above, the Grievant may submit the grievance in writing to the Authority Director within thirty (30) days of the event giving rise to the grievance. The written grievance shall be in substantial compliance with the requirement of Sub-Section 14.1 “Definition”. The Authority Director shall have ten (10) days to issue a written response.

The Union may request a meeting with the Authority Director to discuss the grievance. If a meeting is requested, the request shall be made at the time the written grievance is filed. If a meeting is held, the Authority Director shall have ten (10) days following the meeting to issue a written response.

If the Authority requires time to investigate the grievance, the Authority must notify the Union before the ten (10) day response is due. The investigation shall extend the Authority’s response deadline from ten (10) days to thirty (30) days.

- C. Step 3 (Arbitration): If the grievance is not resolved at Step 2 above, the Grievant may serve written notice on the Authority that the appeal is being advanced to arbitration. The appeal notice shall be served within ten (10) days of receiving notice of the Step 2 decision, or within ten (10) days of the Authority’s responses deadline expiring.

The Authority shall then submit the request for arbitration to the State Mediation and Conciliation Service (SMCS) and request a list of seven (7)

names from SMCS of potential arbitrators. Within ten (10) days of both parties receiving the list, the representatives from the parties shall coordinate to strike names from the list. The appellant shall strike first, and the parties shall alternate thereafter.

Each party shall bear the cost of its own representation. The costs associated with the Arbitrator shall be paid sixty-five percent (65%) by the losing party and thirty-five percent (35%) by the prevailing party. The parties shall jointly ask the Arbitrator to decide which party is the prevailing party

If the parties agree to have the arbitration transcribed, then the costs of transcription shall be split 50-50.

The Parties agree to accept the Arbitrator's award as final and binding.

14.5 Time Limits

All time limits in Section 14 "Grievance Procedure" are measured in calendar days. If the Grievant fails to file or advance a grievance within the above specified time limits, the grievance shall be forfeited. If the Authority fails to respond within above specified time limits, it shall be deemed a denial of the claim, thereby allowing the Grievant to advance the grievance to the next Step.

Email and personal delivery notification shall be deemed same-day notification. When written notice is by mail only, the notice shall be considered timely if postmarked on or before the deadline, and shall extend any triggering deadline by three (3) days.

The parties must agree in writing to waive or extend time limits for a specified period of time.

SECTION 15. LABOR-MANAGEMENT COMMITTEE

15.1 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 Committee will be composed of three (3) representatives appointed by the Authority and three (3) representatives appointed by the Union. The Authority Director will be one of the Committee members. At least one of the Union representatives will be a Union official. Observers and guests may be invited by either party when their presence will be helpful in the resolution of specific issues.

SECTION 16. SAFETY EQUIPMENT

16.1 Safety Equipment

- A. Protective Equipment and Suppliers: The Authority will provide up to three thousand dollars (\$3,000) per fiscal year of the purchase of Personal Protective Equipment (PPE) and make available at no charge to Providers and Consumers who request the supplies, including standard gloves (including non-latex gloves), masks, goggles, gowns, face shields, and disinfectant hand wipes. The 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.

- B. Other Health and Safety Issues: Other health and safety issues will be referred to the Labor-Management Committee, including but not limited to the adequacy of protective equipment and supplies and their distribution.

SECTION 17. NO STRIKES/NO LOCKOUTS

17.1 No Strikes/No Lockouts

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

SECTION 18. FULL UNDERSTANDING AND SEVERABILITY PROVISIONS

18.1 Full Understanding

The Authority and the Union agree that this MOU 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 to meet and confer during the term of this MOU 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 Authority and the Union from meeting and conferring during the term of this MOU regarding matters covered herein upon the mutual agreement of the parties to do so.

18.2 Severability of Provisions

Should any section, sub-section, clause or provision of this 2022-2025 MOU be declared illegal, unlawful or unenforceable, by final judgment of a court of competent jurisdiction, such invalidation of such section, sub-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 2022-2025 MOU.

[SIGNATURES ON NEXT PAGE]

SIGNATURES

For SEIU Local 2015:

Marcus Mc Rae-Alexander
Chief Negotiator and Member Strength Director

Adriana Jenson
Bargaining Team Member, Provider

Susan Frascetti
Bargaining Team Member, Provider

Zachary Jones
Bargaining Team Member, Provider

Abby Reeve
Lead Organizer

Arnulfo De La Cruz
President-Elect, Executive Vice President

Date: _____

For The Authority:

Richard Forster, Chairman
IHSS Public Authority Board of Governors

Lorraine Damiano, Program Director
IHSS Public Authority

Date: _____