



AGENDA_____September 9, 2025

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Andrea Ford
Agency Director

September 9, 2025

Honorable Board of Supervisors
Sitting as the Governing Body of the Public Authority for In-Home Supportive Services
County Administration Building
1221 Oak Street, Suite 536
Oakland, CA 94612

SUBJECT: APPROVE A NEW MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN THE PUBLIC AUTHORITY FOR IN-HOME SUPPORTIVE SERVICES ("IHSS") IN ALAMEDA COUNTY AND THE SERVICE EMPLOYEES INTERNATIONAL UNION ("SEIU") LOCAL 2015

Dear Public Authority Members:

RECOMMENDATIONS:

- A. Approve the October 1, 2024 through September 30, 2027 Memorandum of Understanding ("MOU") between the Public Authority for In-Home Supportive Services ("IHSS") in Alameda County and the Service Employees International Union ("SEIU") Local 2015 (collectively herein as "the Parties");
- B. Delegate authority to execute this MOU agreement to the Director of Social Services upon review and approval by the State of California ("State");
- C. Approve the submission of a rate change request to the State to increase the wage supplement from \$3.50 per hour to \$4.70 per hour (an increase of \$1.20 per hour) effective upon State approval and implementation;
- D. Approve the submission of a rate change request to the State to increase the wage supplement from \$4.70 per hour to \$5.20 per hour (an increase of \$0.50 per hour) effective July 1, 2026; and
- E. Approve the submission of a rate change request to the State to increase the wage supplement from \$5.20 per hour to \$5.62 per hour (an increase of \$0.42 per hour) effective July 1, 2027.

DISCUSSION/SUMMARY:

This letter requests actions by your Board, sitting as the governing body of the Public Authority for IHSS, to approve a new MOU with SEIU Local 2015. The previous MOU expired on September 30, 2024, and the Parties reached tentative agreement on a successor MOU with a term of October 1, 2024 through September 30, 2027. SEIU Local 2015 confirmed they ratified the tentative agreement on August 25, 2025. Staff requests that your Board delegate authority to the Director of Social Services to execute the MOU to meet the State's submission deadline of September 30, 2025.

The tentative agreement includes the following:

- **TERM:** October 1, 2024 through September 30, 2027 (3-years).
- **BASE WAGE:** Establish a Provider Base Wage at the State or Federal minimum wage, whichever is highest.
- **WAGE SUPPLEMENT:** Increase the current wage supplement of \$3.50 per hour by \$1.20 per hour upon State approval and implementation. Increase the wage supplement by an additional \$0.50 per hour and \$0.42 per hour effective July 1, 2026 and July 1, 2027, respectively.
- **PROVIDER/RECIPIENT RIGHTS:** Add language that includes Provider rights to be treated fairly and respectfully; and the Parties can discuss training and informational materials on Provider and Recipient rights during labor-management committee meetings.
- **TRAINING AND EDUCATION:** Clarify that the Parties will continue their mutual efforts to provide job specific training classes for Providers.
- **HEALTH AND SAFETY:** Increase funds for Personal Protective Equipment from \$10,000 to \$12,000 per fiscal year and include the purchase of gowns and disinfectant wipes for Providers for the care of Recipients.
- **PAID TIME FOR UNION ACTIVITIES:** Increase the number of Providers from eight (8) to ten (10) on the bargaining team; increase the caucus time from six (6) to eight (8) hours if IHSS cancels a meeting; and replace the current structure of paid time for other union activities from (3) hours for a maximum of eight (8) members with a pool of an increased 40 hours per month.

On January 1, 2025, the State minimum wage increased to \$16.50 per hour, which is the current provider base wage. In accordance with Senate Bill 3, the State minimum wage may increase annually by up to three and one-half percent (3.5%) based on inflation. The current wage supplement of \$3.50 per hour “floats” over the base wage, resulting in the current provider base wage of \$20.00 per hour.

SELECTION CRITERIA:

N/A

FINANCING:

Under the current Maintenance of Effort (“MOE”) arrangement and current assumptions, after State approval, the approximate cost to the County for the proposed additional wage supplement increases will be as follows:

Fiscal Year	Effective Date	Additional Wage Supplement	Approximate Additional Cost
2025-2026	December 1, 2025	\$1.20/hour	\$5M
2026-2027	July 1, 2026	\$0.50/hour	\$7.1M
2027-2028	July 1, 2027	\$0.42/hour	\$3M

In addition, the cost will increase by four (4%) percent per FY every FY thereafter.

There is sufficient appropriation in the Social Services Agency’s FY 2025-2026 requested budget, and anticipated cost increases will be included in future budget submissions. While the State has provided substantial fiscal relief to counties through the MOE financing arrangement, demographic trends suggest the MOE may become unsustainable for the State in the long term, potentially resulting in cost shifts back to counties. Currently, the County is in the first of two 3-year periods of State participation in funding. However, increases in locally negotiated wages and benefits, combined with a growing population of older adults and rising demand of provider care, indicate that costs will continue to rise. These increases may eventually outpace available funding, creating long-term fiscal pressures for the County.

VISION 2036 GOAL:

The proposed update meets the 10X goal pathway of **Healthcare for All** in support of the shared goal of creating a **Thriving and Resilient Community** by allowing the senior and vulnerable populations in the County that rely on IHSS access to quality homecare providers to maintain a safe and supportive living situation in their home.

Sincerely,

DocuSigned by:

Andrea Ford

CFBDBF387EBC493...

Andrea Ford, Director
Social Services Agency

DocuSigned by:

Margarita Zamora

24C63D8E074A48D...

Margarita Zamora, Director
Human Resource Services

**MEMORANDUM
OF
UNDERSTANDING**

Between the

**PUBLIC AUTHORITY FOR
IN-HOME SUPPORTIVE SERVICES IN
ALAMEDA COUNTY**

And

SEIU LOCAL 2015

October 1, 2024 – September 30, 2027

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MEMORANDUM OF UNDERSTANDING
Between the
PUBLIC AUTHORITY FOR
IN-HOME SUPPORTIVE SERVICES IN
ALAMEDA COUNTY
And the
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 2015

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MEMORANDUM OF UNDERSTANDING
Between the
PUBLIC AUTHORITY FOR IN-HOME SUPPORTIVE SERVICES IN
ALAMEDA COUNTY
And the
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 2015

This Memorandum of Understanding ("MOU") is entered into by and between the Public Authority for In-Home Supportive Services ("IHSS") in Alameda County, hereinafter designated as "Public Authority," and the Service Employees International Union Local 2015, hereinafter designated as "Union," (hereinafter collectively designated as "the Parties") for the term of October 1, 2024 through September 30, 2027.

ARTICLE 1. MUTUAL RESPECT

The Parties agree that all employees, regardless of position, profession or rank, will treat each other with courtesy, dignity and respect. The foregoing principles shall also apply in providing services to the public.

ARTICLE 2. RECOGNITION

The Public Authority recognizes the Union as the exclusive representative of all IHSS and Waiver Personal Care Services ("WPCS") Providers, hereinafter designated as "Providers".

ARTICLE 3. NO DISCRIMINATION

- 3.A. Discrimination Prohibited.** No person shall be appointed, reduced or removed, or in any way favored or discriminated against because of their political or religious opinions or affiliations, age, race, color, sex, gender identity, gender expression, sexual orientation, religion, national origin, ancestry, physical/mental disabilities, medical conditions, genetic information, military and veteran status or any other protected class as defined by federal and state law.
- 3.B. No Discrimination on Account of Union Activity.** The Parties shall not discriminate against any Provider for their participation or non-participation in Union activities or for exercising their rights under this MOU.

The Parties will encourage Providers and Recipients to refrain from discrimination as described above in Section 3.A. (Discrimination Prohibited).

ARTICLE 4. PROVIDER/RECIPIENT RIGHTS

- 4.A. PROVIDER RIGHTS.** Providers have the right to be treated fairly and respectfully. The Labor Management Committee ("LMC") will look for ways to assist Providers in resolving issues of mistreatment or other concerns in relation to their Recipients.
- 4.B. RECIPIENT RIGHTS.** Recipients have the sole and undisputed right to hire and remove any Provider without cause. Recipients direct the services rendered by a Provider as set forth in the State of California Welfare and Institutions Code.

The Union shall not seek information regarding the name, address, phone number, or any other personal information about Recipients. It shall not be considered a violation of this Article 4. (Provider/Recipient Rights) for a Recipient to provide their information to the Union for the purpose of participating in Union actions and activities. Any information received pertaining to Recipients by the Union shall be handled with strict standards of confidentiality.

ARTICLE 5. UNION RIGHTS

- 5.A. Lists and Information.** The Public Authority shall assist the Union in obtaining information regarding the Providers, including, but not limited to employment dates, hours worked and demographic information in the event the Union is experiencing issues in obtaining such information from the State of California ("State").

Within three (3) business days of receipt, but in no case sooner than the fifteenth (15th) day of the month, the Public Authority shall provide to the Union an electronic monthly list of all Providers who are eligible for health benefit coverage.

- 5.B. Union Access.** The Parties agree that the Public Authority is the Employer of Record for IHSS Providers and that the administrative offices of the Public Authority do not constitute a Provider's workplace. The Parties also agree that Union staff and representatives provide valuable assistance in educating Providers and in helping Providers navigate resolutions to issues that arise in the course of their employment.

In an effort to help facilitate that on-going outreach and assistance to Providers, the Public Authority can agree, upon Union request, to help identify space for Union representatives and Providers to meet near the Public Authority's administrative offices. To minimize potential disruption in meeting the needs of individuals seeking services from other programs, such space shall not include the Adult and Aging Services Department ("AAD") lobby or other common areas that the Public Authority shares with other AAD programs.

- 5.C. Union Notices in Mailings.** In the event the Public Authority or the County of Alameda ("County") has a general mailing and/or emails to all Providers, the Union may include an official notice approved by the Public Authority or the County, provided the Union pays any marginal costs associated with including such notice.

ARTICLE 6. PAID TIME FOR UNION ACTIVITIES

- 6.A. Paid Time for Contract Negotiations.** The Public Authority shall compensate, up to a maximum of ten (10) Providers participating in the Union's bargaining committee, for up to eight (8) hours per day, at the Provider's normal rate of pay for authorized caucus time and actual time spent in contract negotiations with the Public Authority, with the compensation paid in the form of a stipend. The Public Authority shall authorize up to eight (8) hours of caucus time for the Union's bargaining committee if the Public Authority cancels a scheduled negotiations session with less than five (5) business days' notice.
- 6.B. Paid Time for Other Union Activities.** The Union will provide the Public Authority with a list of member representatives. For Union activities not covered in Section 6.A. (Paid Time for Contract Negotiations.), the Public Authority shall provide:

1. A maximum of eight (8) member representatives' stipend, which will be the same as the hourly wage rate for activities falling within the scope of representation. Such paid time for Union activities shall not exceed a total of three (3) hours per member representative in any month and shall not interfere with the provision of services to Recipients.
2. **Effective October 1, 2025**, the Public Authority shall allow up to forty (40) hours each month of paid time for other Union activities not covered in Article 6.A. (Paid Time for Contract Negotiations),

6.C. Usage of Paid Time for Union Activities, Paid time for Union activities in accordance with this Article 6. (Paid Time for Union Activities) shall not: 1) count towards the Recipient's allotted service hours; 2) interfere with the provision of services to Recipients; and 3) count as time worked for the purpose of calculating overtime.

ARTICLE 7. UNION MEMBERSHIP AND DUES CHECKOFF

7.A. Notice. The Union has a right to provide all potential and new Providers with a dues authorization form and written notice regarding the MOU, including wages, benefits, and other terms and conditions of employment. The Public Authority shall make available the Union-provided dues authorization forms and written notices regarding the MOU to Providers.

7.B. Payroll Deductions. The Union shall instruct the State to commence and continue a monthly payroll deduction of Union dues and voluntary payments for Union-offered benefits from the regular 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, including voluntary Caregiver's Action Fund (CAF) contributions, specifying the purpose(s) of the deduction. The Union shall instruct the State to make such deductions 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 authorized. 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 other legal and required deductions (including health care deductions) have priority over Union dues or other authorized Union deductions.

The Public Authority shall instruct the State to make payroll deductions for Providers who are enrolled in the health plans administered by the Public Authority.

ARTICLE 8. NO STRIKE, NO LOCKOUT

8.A. No Strike. During the term of this MOU, the Union, its members and representatives agree that they will not engage in, authorize, or sanction a strike stoppage of work or withdrawal of services.

8.B. No Lockout. The Public Authority will not lockout employees during the term of this MOU.

ARTICLE 9. TRAINING AND EDUCATION

9.A. Training Programs. The Parties agree to continue their mutual efforts to provide job specific training classes/programs that will enrich the skills base of the IHSS provider.

The Public Authority shall notify the Union when training programs are scheduled. In accordance with current practice, the Union will be granted the opportunity to make presentations to participants.

During scheduled LMC meetings, the Parties shall meet to discuss training curriculum and materials.

9.B. Job Development/Life Enhancement Fund. Effective September 1, 2022, the Public Authority shall establish a Job Development/Life Enhancement Fund for Providers. The Public Authority's maximum liability under this Section 9.B. (Job Development/Life Enhancement Fund) shall not exceed five thousand dollars (\$5,000.00) in any fiscal year. Unused fund amounts, up to a maximum of three thousand dollars (\$3,000.00) shall rollover each fiscal year, not to exceed eight thousand dollars (\$8,000.00) in total. Each Provider may receive reimbursement up to a maximum of two hundred fifty dollars (\$250.00) per fiscal year to attend programs of education and training, including the cost of course books which enhance the effectiveness of the Provider and/or provide value to the care of the Recipient.

1. The Provider must submit receipts and applicable reimbursement forms along with evidence of expense of any education courses and/or trainings and related course books; and
2. Providers shall receive reimbursements on a first-come, first-served basis in each fiscal year. Providers may not receive reimbursement in two (2) consecutive years. Should the amount dedicated to the Job Development/Life Enhancement Fund be exhausted in any given fiscal year, further requests for reimbursement will not be accepted that fiscal year. For purposes of this Section 9.B. (Job Development/Life Enhancement Fund), a fiscal year shall be considered the period of July 1 through June 30.

ARTICLE 10. GRIEVANCE PROCEDURE

The Public Authority may remove or suspend any Provider from the Public Authority Registry ("Registry") provided the rules and regulations of the Registry are followed. Any written notice of removal or suspension sent to a Provider shall be sent in the Provider's first language, provided the language is within the five-percent rule and shall include a statement advising them of their right to be represented by the Union concerning the disciplinary action.

Any Provider may file a grievance in accordance with Article 10 (Grievance Procedure) of this MOU. Grievances filed in accordance with this Article must be filed within twenty-eight (28) calendar days of a Provider's knowledge of an alleged grievance. No grievance involving suspension or removal of a Provider from the Registry will be entertained unless it is filed in writing with the Public Authority Director within twenty-eight (28) calendar days of the time at which the affected Provider was notified of such action.

10.A. Grievances. A grievance is any dispute, which involves the interpretation or application of any provision of this MOU, excluding however, those provisions of this MOU, which specifically provide that the decision of any Public Authority official shall be final, the interpretation of application of those provisions not being subject to the grievance procedure. The Parties will attempt to resolve problems informally before resorting to the grievance procedure.

If a Provider files an Equal Employment Opportunity Commission, Department of Fair Employment and Housing or administrative Equal Employment Opportunity complaint with the Public Authority,

the issue will no longer be subject to this grievance procedure, but will be processed in accordance with regulations or procedures governing the processing of said complaints.

10.B. Grievances shall be processed in the following manner:

1. Step 1. Public Authority Executive Director. Any Provider who believes that they have a grievance may discuss their complaint with such management official in the Public Authority as the Public Authority may designate. If the issue is not resolved within the Public Authority, or if the Provider elects to submit their grievance directly to the Union, the procedures hereinafter specified may be invoked; provided, however, that all complaints involving or concerning the payment of compensation shall be in writing to the Social Services Agency ("SSA") Director, or their designee. The Provider and/or the Union representative (Union staff or Union steward) shall confer with the designated Public Authority Executive Director and attempt to settle the matter.
2. Step 2. Provider and SSA Director. Any Provider or any official of the Union may notify the SSA Director, or their designee, in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. Such notification must be received within twenty-eight (28) calendar days from the date of the Provider's knowledge of an alleged grievance. The SSA Director or their designee, shall have fourteen (14) calendar days in which to investigate the merits of the complaint, to meet the complainant and, if the complainant is not the Union, to meet also with the officials of the Union and to settle the grievance. No grievance may be processed under subsection 10.B.3. (Step 3. Mediation.) below, which has not first been filed and investigated in accordance with this subsection 10.B.2. (Step 2. Provider and SSA Director.).
3. Step 3. Mediation. If the matter is not settled at Step 2, the Parties, by mutual agreement, may submit it to the State Mediation and Conciliation Service mediation to attempt to resolve the issue within thirty (30) calendar days. A mediator will be selected by the representatives of the Parties.
4. Step 4. Arbitration. If the grievance is not settled in Step 3, the Union may advance the grievance to arbitration by submitting a written request to the SSA Director, or their designee, within twenty-eight (28) calendar days after receipt of the SSA Director, or their designee, decision. When arbitration is involved in a timely manner, an impartial arbitrator shall be designated by mutual agreement between the Union and the SSA Director, or their designee. The fees and expenses of the arbitrator and of a Court Reporter shall be shared equally by the Parties. Each party, however, shall bear the costs of its own presentation, including preparation and post-hearing briefs, if any.

10.C. Scope of Arbitration Decisions.

1. Decisions of arbitrators on matters properly before them shall be final and binding on the Parties hereto.
2. Proposals to add or change this MOU or written agreements or addenda supplementary hereto shall not be subject to arbitration and no proposal to modify, amend or terminate this MOU, nor any matter of subject arising out of or in connection with such proposals, may be referred to arbitration under this Article. An arbitrator shall not have the power to amend or modify this MOU or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

ARTICLE 11. HEALTH AND SAFETY

11.A. Safe and Healthy Working Environment. The Public Authority recognizes the importance of providing 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 Public Authority immediately. In an effort to assist, the Public Authority will furnish the Provider with contact information (e.g., resource list) that may be helpful in resolving health and safety concerns. The IHSS Payroll Department will provide information to Providers regarding workers' compensation, Unemployment and State Disability Insurance benefits.

If a Provider is injured on the job, the Provider must contact the IHSS Payroll Department to report the injury and obtain a workers' compensation claim form. If a Provider elects to file a workers' compensation claim, the Provider must submit the completed claim form to the IHSS Payroll Department for processing. The workers' compensation Third Party Administrator reviews and issues a determination within the statutorily required time period, as well as maintains claims and relevant information.

The IHSS Payroll Department shall provide the Union, upon request, with a copy of a report of workers' compensation claims available through the Third Party Administrator. The IHSS Payroll Department shall provide the Provider, upon request, a copy of their workers' compensation claim form.

11.B. Personal Protective Equipment. The Public Authority shall provide up to ten thousand dollars (\$10,000.00) each fiscal year for the purpose of providing Personal Protective Equipment ("PPE") for Providers for the care of Recipients. Unused fund amount, up to the maximum of five thousand dollars (\$5,000.00) shall rollover each fiscal year, not to exceed fifteen thousand dollars (\$15,000.00) in total. Supplies of PPE shall include gloves, masks and hand sanitizer. The Public Authority shall work with the Union in partnership to determine the distribution of the PPE to the Providers. The Public Authority is not obligated to reimburse the Provider for out-of-pocket expenses toward PPE.

Effective fiscal year 2025-2026, the total amount the Public Authority will provide shall increase from ten thousand dollars (\$10,000.00) to twelve thousand dollars (\$12,000.00), and expand the supplies of PPE to include gowns and disinfectant wipes.

ARTICLE 12. WAGES

12.A. Base Wage. During the term, the Provider base wage shall be the State or Federal minimum wage, whichever is highest.

12.B. Wage Supplement. The current wage supplement is three dollars and fifty cents (\$3.50) per hour, which is in addition to the base wage.

1. Effective as soon as practicable upon ratification by the Union, approval by the Board of Supervisors sitting as the Governing Body of the Public Authority and State approval, the wage supplement shall be increased by an additional one dollar and twenty cents (\$1.20) per hour for a total wage supplement of four dollars and seventy cents (\$4.70) per hour. The wage supplement will be added to the County's Maintenance of Effort ("MOE") and will not be compounded for subsequent increases not locally negotiated.

2. **July 1, 2026:** Effective July 1, 2026, the wage supplement shall be increased by an additional fifty cents (\$0.50) per hour for a total wage supplement of five dollars and twenty cents (\$5.20) per hour. The wage supplement will be added to the County's MOE and will not be compounded for subsequent increases not locally negotiated.
3. **July 1, 2027:** Effective July 1, 2027, the wage supplement shall be increased by an additional forty-two cents (\$0.42) per hour for a total wage supplement of five dollars and sixty-two cents (\$5.62) per hour. The wage supplement will be added to the County's MOE and will not be compounded for subsequent increases not locally negotiated.

Upon ratification by the Union, approval by the Board of Supervisors sitting as the Governing Body of the Public Authority, the County will submit to the California Department of Social Services the required rate change letter as soon as reasonably possible.

- 12.C. Funding Level Changes.** In the event the Federal and/or State participation funding level changes for wages plus benefits, resulting in an increase to the County's MOE during the term of this MOU, the County will have the right to propose a reduction in the wage supplement so that the County's MOE remains the same as it would have been had the Federal and/or State participation funding level not changed. In such case, the County will offer to meet and confer over the proposed reduction.

ARTICLE 13. ENROLLMENT AND PAYROLL

- 13.A. Enrollment and Payroll Issues.** Upon request, the Public Authority will assist Providers with enrollment and payroll issues. When the causes of the problems are outside the direct control of the Public Authority, the Public Authority will bring the problems to the attention of the responsible agencies.
- 13.B. Policy Changes.** The Parties will discuss any new Federal, State or County policy necessitating changes to enrollment or payroll at the recurring LMC meetings.

ARTICLE 14. REGISTRY

- 14.A. Registry Acceptance.** Providers will be accepted onto the Registry in accordance with the Registry's policies and procedures.
- 14.B. Registry Policy Change Notification.** The Public Authority will notify the Union of any proposed changes to Registry policy that affect Providers. The Union will be invited to participate in policy discussions pertaining to Providers.

ARTICLE 15. LABOR MANAGEMENT COMMITTEE

The LMC was established to encourage open communication, promote harmonious relations, and develop recommendations to resolve matters of mutual concern. The LMC is governed by the following:

- The LMC will meet every other month or more/less often as mutually agreed to by the Parties.
- The LMC hosting responsibility will alternate between the Parties.

- The hosting party will be responsible for preparing and distributing the agenda.
- The hosting party will prepare the agenda seven (7) days prior to each meeting. The agenda will be distributed three (3) days prior to the scheduled meeting. If there are no agenda items seven (7) days prior to the scheduled meeting, the meeting will be cancelled.
- The LMC will be composed of up to three (3) representatives appointed by the Public Authority and up to three (3) representatives appointed by the Union. Observers and guests may be invited by either party when the Parties mutually agree that their presence will be helpful in the resolution of specific items.
- Agenda items for the LMC meetings may include but are not limited to the following:
 - Registry policies and procedures
 - Applicability of federal and state discrimination laws to Recipients and Providers
 - Health and safety issues
 - Training and informational materials on Provider and Recipient rights, roles, and responsibilities
 - IHSS regulations
- The LMC will not discuss issues related to grievances, negotiations, and/or meet and confer items.

ARTICLE 16. MEDICAL, DENTAL AND VISION

In the event there are further increases in the premium for the medical, dental or vision plans during the term of the MOU, the Public Authority, at its discretion, may reopen the MOU solely for the purpose of determining the County's share of the increase.

In the event there is a reduction in the premium for the medical plan during the term of the MOU, the Union, at its discretion, may reopen the MOU solely for the purpose of seeking to expand benefits as provided in this Article 16. (Medical, Dental and Vision) for Providers.

16.A. Benefits. The Public Authority shall offer to eligible Providers the following plans, the terms of which have been agreed to by both parties:

1. a medical plan (Provider Only) ("Medical");
2. a dental plan (Provider Only) ("Dental");
 - a. Health Maintenance Organization ("HMO"); or
 - b. Preferred Provider Organization ("PPO"); and
3. a vision plan (Provider Only) ("Vision").

16.B. Enrollment Requirements. Eligible Providers must enroll in the combined medical, dental and vision plans to receive benefits. Providers must complete and submit applications for both medical and dental plans. Once enrolled, vision coverage accompanies automatically.

16.C. Eligibility. Eligibility for the medical, dental and vision plans is based on paid hours, defined as those hours shown as paid in the monthly Case Management Information and Payrolling System ("CMIPS") download. Providers paid in arrears are credited for paid hours based on the month in

which the check is issued. Advance pay workers are credited with paid hours based on the month in which the timesheets are reconciled.

Effective January 1, 2019, Providers shall pay the standard dental premium deduction of twenty dollars (\$20.00) per month for the HMO plan or forty-five dollars (\$45.00) per month for the PPO plan as provided in Section 16.H. (Premium) below.

- 16.D. Initial Eligibility Requirements.** A Provider shall initially be eligible for coverage in the medical, dental and vision plans one (1) month after the State issues checks to the Provider for two (2) consecutive months for a total of at least one hundred and sixty (160) paid hours (an average of eighty (80) or more paid hours per month) provided the Provider has submitted the benefits enrollment applications and the one hundred and sixty (160) paid hours show in the monthly CMIPS download.
- 16.E. Paid Hours Threshold Requirement for Continued Eligibility.** Continuing coverage in the medical, dental and vision plans shall be granted in periods of two (2) months and be granted to Providers who have been issued checks for eighty (80) or more paid hours in the eligibility month. When a Provider is not issued checks for at least eighty (80) paid hours per month in two (2) consecutive months, the Provider shall lose their medical, dental and vision coverage until they again meet the initial eligibility requirements.
- 16.F. Timesheet Processing Errors.** The Public Authority is committed to working with any Provider who believes that their potential loss of coverage is due to a timesheet processing error. If it is determined by the Public Authority that the potential loss of coverage is due to a timesheet processing error, beyond the control of the Provider, benefits may be continued without a lapse in coverage.
- In the event there is a lapse in coverage, and it is later determined by the Public Authority that there was a timesheet processing error, beyond the control of the Provider, and the Provider made a timely effort to resolve the issue, the Public Authority may, when possible, reinstate the benefits as soon as the same month.
- 16.G. State Reduction of Hours.** If during the term of this MOU, Providers' hours are reduced as a result of a State action to a level below the number of hours required for continued benefits eligibility, the Parties shall meet to discuss the impact of such reduction.
- 16.H. Premiums.** Providers who are covered under Section 16.D. (Initial Eligibility Requirements.) or Section 16.E. (Paid Hours Threshold Requirement for Continued Eligibility.) and who elect the HMO dental plan as provided in subsection 16.A.2.a. shall be required to authorize a payroll deduction of twenty dollars (\$20.00) per month as their share of the premium. Those Providers electing the PPO dental plan as provided in subsection 16.A.2.b. shall authorize a payroll deduction of forty-five dollars (\$45.00) per month. The Public Authority shall pay the remainder of the premium costs for a single Provider for those Providers who meet and maintain eligibility. The State deducts the benefit premium from the first check issued to the Provider each month.
- 16.I. Dental HMO Eligibility for Providers Previously Covered under the Trust Plan.** Providers who were previously covered by the SEIU Long Term Health Care Workers Trust Plan ("Trust Plan") that was terminated effective September 1, 2011, but who do not meet the eighty (80) or more paid hours requirement for benefits nonetheless shall continue to be eligible for the HMO dental plan as provided in subsection 16.A.2.a.. Participation in the HMO dental plan shall be automatic and only for those Providers enrolled in the Trust Plan at the time of the termination of the Trust Plan. The Public Authority shall pay the dental premium for the affected Providers and no premium will be paid

by those Providers. Payment will continue as long as the Provider's paid hours do not fall below their grandfathered threshold (either thirty-five (35) or forty-five (45) hours per month) or meet or exceed eighty (80) paid hours for two (2) consecutive months.

ARTICLE 17. PAID SICK LEAVE

Providers shall be entitled to Paid Sick Leave in accordance with California Labor Code Section 246.

ARTICLE 18. ORIENTATION

The Public Authority will provide the Union with a quarterly calendar of New Provider Orientations ("Orientation"), indicating the location, starting and ending times, and designated language for orientation.

The Union shall be permitted to make a presentation for a total of thirty (30) minutes at the beginning of each Orientation given to new Providers about the Union. The Parties will each retain a copy of the attendance list of each Orientation.

Any modifications regarding the orientation structure, related to the Union's presentation, shall be discussed between the Parties during LMC meetings.

ARTICLE 19. TWO WEEKS' NOTICE

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

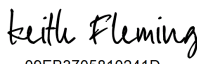
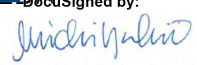
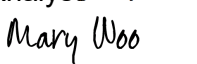
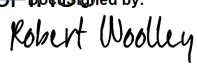
ARTICLE 20. SEVERABILITY

If any provision of this MOU shall be held invalid or void by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this MOU shall not be affected by the decision, and the Parties shall meet solely for the purpose of negotiating with respect to the provision which has been declared invalid or void.

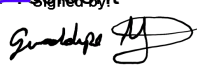
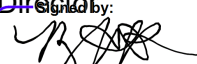
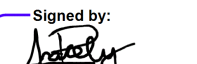
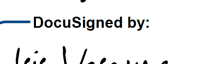
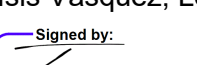
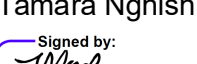
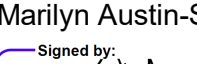
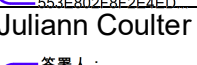
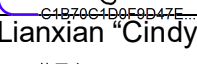
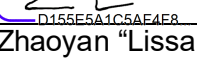
ARTICLE 21. TERM OF MEMORANDUM

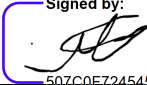
This MOU shall become effective upon Union ratification and the approval of the Board of Supervisors sitting as the Governing Body of the Public Authority and shall remain in full effect through September 30, 2027.

SIGNATURE PAGE**FOR THE PUBLIC AUTHORITY:**

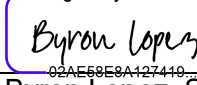
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Keith Fleming, Chief Negotiator, IEDA	Date	
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Michi Yoshii, Labor Relations Manager	Date	
DocuSigned by:  D147C69B49B449E...	8/25/2025	
Rebecca Chen, Labor Relations Analyst	Date	
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Mary Woo, Labor Relations Analyst	Date	
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Faith Battles, Assistant Agency Director, SSA	Date	
Nicole Hayes, Executive Director, PA for IESS	Date	
DocuSigned by:  054B7D50DE1847B...	8/26/2025	
Robert Woolley, Financial Services Deputy Director, SSA	Date	

FOR SEIU, LOCAL 2015:

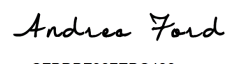
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Kimberly Evon, Executive Vice President	Date	
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Guadalupe "Lupe" Martinez, Regional Director	Date	
Signed by:  6B502ACB042E4E0...	8/26/2025	
Nancy Barrientos, Chief Negotiator	Date	
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Aracely Preciado, Second Chair	Date	
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Isis Vasquez, Lead Organizer	Date	
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Tamara Nghishakenwa	Date	
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Marilyn Austin-Smith	Date	
Signed by:  553E802E8E2E4ED...	8/26/2025	
Juliann Coulter	Date	
签署人:  C4B70C4D0F9D47E...	8/25/2025	
Lianxian "Cindy" Zhang	Date	
签署人:  D155E5A1C5AE4E8...	8/26/2025	
Zhaoyan "Lissa" Li	Date	
Firmado por:  EBEDB7E45CB24CF...	8/26/2025	
Rosalba Castellanos	Date	

Signed by:  8/27/2025
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Maria Rubio De Torres Date

Signed by:  8/26/2025
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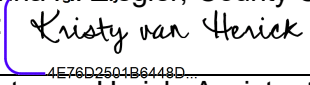
Byron Lopez, Senior Policy Analyst Date

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Andrea Ford, Director, SSA Date

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Margarita Zamora, Director, HRS Date

Approved as to form
Donna B. Ziegler, County Counsel
By:  9/2/2025
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Kristy van Herick, Assistant County Counsel Date

MINUTE ORDER