

**MEMORANDUM
OF
UNDERSTANDING**

Between the

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

And

SEIU LOCAL 2015

October 1, 2018 – September 30, 2021

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MEMORANDUM OF UNDERSTANDING
Between the
PUBLIC AUTHORITY FOR
IN HOME SUPPORTIVE SERVICES IN
ALAMEDA COUNTY
And
SEIU LOCAL 2015

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MEMORANDUM OF UNDERSTANDING
Between the
PUBLIC AUTHORITY FOR IN HOME SUPPORTIVE SERVICES IN
ALAMEDA COUNTY
And the
SEIU LOCAL 2015

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the Public Authority for In Home Supportive Services in Alameda County, hereafter designated as "Public Authority," and the SEIU Local 2015, hereafter designated as "Union," for the term of October 1, 2018, to and including September 30, 2021.

ARTICLE 1. MUTUAL RESPECT

The Public Authority and the Union 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 In-Home Supportive Services Providers of the Public Authority, hereinafter designated as "Providers", excluding office clerical employees and supervisors.

ARTICLE 3. NO DISCRIMINATION

- 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, sexual orientation, national origin, physical/mental disability, medical condition and/or any other protected class as defined by federal and state law.

- B. No Discrimination on Account of Union Activity. The Public Authority and the Union shall not discriminate against any Provider for their participation or non-participation in Union activities or for exercising their rights under this Memorandum of Understanding (MOU).

ARTICLE 4. CONSUMER RIGHTS

- 4.1 Consumers have the sole and undisputed right to hire and remove any Provider without cause. Consumers direct the services rendered by a Provider as set forth in the State of California Welfare and Institutions Code.
- 4.2 The Labor-Management Committee will look for ways to assist Providers in resolving issues of mistreatment or other concerns in relation to their consumers.
- 4.3 Consumer's Confidentiality-Right to Privacy. The Union shall not seek information regarding the name, address or phone number, or any other personal information, about Consumers. It shall not be a violation of this Article for a Consumer to provide their information to the Union for purposes of participating in Union actions and activities. Any information received pertaining to Consumers by the Union shall be handled with strict standards of confidentiality.

ARTICLE 5. UNION RIGHTS

- 5.1 Lists and Information. The Public Authority shall provide information regarding the Providers, including, but not limited to employment dates, hours worked and demographic information that is not available to the Union.

Within three business days of receipt, but in no case sooner than the fifteenth day of the month, the Public Authority shall provide to the Union an electronic monthly list of all Providers, including Providers who are eligible for health benefit coverage. The list shall include the language code for Providers.

- 5.2 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 lobby or other common areas that the Public Authority shares with other Department programs.

- 5.3 Union Notices in Mailings. In the event the Public Authority or the County has a general mailing 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

The parties agree that the Union will provide the Public Authority a list of member representatives every six (6) months. The Public Authority shall provide 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 Consumers.

ARTICLE 7. UNION MEMBERSHIP AND DUES CHECKOFF

7.1 Notice. Any Provider hired by the Public Authority subject to this (MOU) shall be provided a dues authorization form and written notice that the Public Authority has a MOU with the Union regarding wages, benefits and other terms and conditions of employment.

The blank form and written notice shall be provided by the Union to the Public Authority and shall be distributed to each new IHSS provider at the IHSS orientation. The form, signed by the Provider, shall be returned to the Union.

7.2 Payroll Deductions and Payover. The Union shall instruct the State to commence and continue a monthly payroll deduction of Union dues 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 COPE contributions, specifying the purpose(s) of the deduction. The State shall continue to make such deductions as instructed for so long as the Union provides such instruction.

The Provider's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues or other deductions that have been check off authorized. When a Provider is in a non-pay status 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 deduct premiums for approved voluntary insurance programs offered by the Union from Provider's pay in conformity with State regulations.

ARTICLE 8. NO STRIKE, NO LOCKOUT

- A. 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.
- B. The Public Authority will not lockout employees during the term of this MOU.

ARTICLE 9. TRAINING AND EDUCATION

The Union and the Public Authority agree to continue their mutual efforts to provide training programs that will enrich the skills base of the IHSS provider population.

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.

Twice annually, as part of the Labor Management Committee, the Public Authority and the Union shall meet in order to discuss training curriculum and materials.

ARTICLE 10. GRIEVANCE PROCEDURE

The Public Authority may remove or suspend any Provider from the Registry provided the rules and regulations of the Public Authority 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 from the Registry of a Provider 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.

- 10.1 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 Public Authority and the Union 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.

10.2 Grievances shall be processed in the following manner:

- (a) 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.
- (b) 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 paragraph (c) below, which has not first been filed and investigated in accordance with this paragraph (b).
- (c) Step 3. If the matter is not settled at Step 2, the parties, by mutual agreement, may submit it to 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 Public Authority and the Union.
- (d) 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's, 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 Union and the Public Authority. Each party, however, shall bear the costs of its own presentation, including preparation and post-hearing briefs, if any.

10.3 Scope of Arbitration Decisions

- (a) Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto.
- (b) 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

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. IHSS Payroll will provide information to Providers regarding Workers' Compensation, Unemployment and State Disability Insurance (SDI) Benefits.

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

The IHSS Payroll Department shall ensure that a log of Workers' Compensation claims is maintained. The log shall contain relevant information on all Providers who filed a claim regarding a workplace accident or injury. The Union shall be allowed to review the log upon request.

ARTICLE 12. WAGES

1. During the term of this MOU, the Provider Base Wage shall be \$12.50 per hour, or the State or Federal minimum wage, whichever is highest.
2. 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 Provider Base Wage shall be supplemented at an additional one dollar and thirty-five cents

(\$1.35) 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.

3. Effective January 1, 2020 through the term of the MOU, the Provider wage supplement shall be increased an additional forty cents (\$.40) for a total wage supplement of one dollar and seventy-five cents (\$1.75) 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.
4. 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.
5. 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

- 13.1 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.
- 13.2 Policy Changes. The Public Authority and the Union will discuss any new Federal, State or County policy necessitating changes to enrollment or payroll at the recurring Labor Management committee meetings.

ARTICLE 14. REGISTRY

- 14.1 Providers will be accepted onto the Registry in accordance with the Registry's policies and procedures.
- 14.2 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 Labor-Management Committee (LMC) was established to encourage open communication, promote harmonious relations and develop recommendations to resolve matters of mutual concern. The committee is governed by the following:

- The LMC will meet every other month or more/less often as mutually agreed to by the parties.
- The Public Authority will prepare the agenda seven days prior to each meeting. The agenda will be distributed three days prior to the scheduled meeting. If there are no agenda items seven days prior to the scheduled meeting, the meeting will be cancelled.
- The LMC will be composed of three (3) representatives appointed by the Public Authority and 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:
 - a) Registry policies and procedures
 - b) Applicability of federal and state discrimination laws to Consumers and Providers
 - c) Health and safety issues
 - d) Providers and Consumer roles and responsibilities
 - e) IHSS regulations
- The LMC will not discuss issues related to grievances, negotiations, or meet-and-confer items.

ARTICLE 16. HEALTH, DENTAL AND VISION

In the event there are further increases in the premium for any health plan during the term of the MOU, the County, at its discretion, may reopen the MOU solely for the purpose of determining the County's share of the increase.

1. The Public Authority shall offer eligible Providers an employer paid health plan.
 - A. The Public Authority shall provide a health plan through the Alameda Alliance for Health, and a dental plan and a vision care plan for those Providers eligible for the Alameda Alliance for Health plan. Providers eligible for the Alameda Alliance for Health plan must enroll in the combined health, dental and vision program to receive benefits.

Providers who were previously covered by the SEIU Long Term Health Care Workers Trust Plan that was terminated effective September 1, 2011 shall continue to be eligible for the HMO dental plan provided by Delta Dental for Providers in the Alliance Health Plan. Participation in the dental plan shall be automatic and only for those individual Providers enrolled in the Trust at the time of the termination of the Trust Plan. The dental premium shall be paid by the Public Authority 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 35 or 45 hours per month).

- B. Eligibility for health care 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.
- C. Providers who are covered by the Alameda Alliance plan and elect the Delta Care USA (HMO) dental plan shall be required to authorize a payroll deduction of \$20 per month as their share of the premium. Those individuals electing the Delta Dental (PPO) dental plan shall authorize a payroll deduction of \$45 per month. The Public Authority shall pay the remainder of the premium costs for a single individual for those Providers who meet and maintain eligibility.
- D. Providers currently and newly covered in the Alameda Alliance plan shall be required to pay in advance their share of the premium as provided in this Article for the final two (2) months for which the Provider will receive coverage at the conclusion of their employment.

For these newly covered Providers, the final two (2) months of their share of the premium shall be deducted from their wages once they are initially covered and will be in addition to the Providers' regular monthly premium. This additional deduction shall be deducted at the rate of one-tenth (1/10) of the Providers' regular monthly deduction for a period of ten (10) consecutive months, which will pre-pay the Providers share for the final two (2) months of coverage.

Providers currently covered in the Alameda Alliance plan shall also be required to pre-pay their share of the premium as provided in this Article above for the final two (2) months for which the Provider will receive coverage at the conclusion of their employment. An amount equal to one-tenth (1/10) of their regular monthly deduction shall be deducted for ten (10) consecutive months from the wages of all Providers currently covered in the Alameda Alliance plan, which will pre-pay the Provider's share for the final two (2) months of their coverage.

The additional contribution will be \$4.00 per month for Providers who are enrolled in the HMO dental plan and \$9.00 per month for Providers who are enrolled in the PPO dental plan. Providers who provide timely notice that they choose not to be covered by the health plan for the final two months will be entitled to have their prepaid premium refunded.

- E. Effective for Providers newly enrolled in the Alameda Alliance plan effective January 2019 through the term of this MOU, Providers shall pay the standard premium deduction of \$20 per month for Delta Care USA (HMO) or \$45 per month for the Delta Dental (PPO). Article 16 D. shall not apply to Providers newly enrolled effective January 2019 through the term of this MOU.
- F. Providers shall initially be eligible for coverage in the Alameda Alliance plan one (1) month after they were issued checks in two (2) consecutive months for a total of at least 160 paid hours (an average of 80 or more paid hours per month) provided they have submitted an application, are enrolled, and the paid hours show in the monthly CMIPS download.
- G. Continuing coverage in the Medical, Dental and Vision group 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.

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.

- H. 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 health coverage eligibility, the parties shall meet to discuss the impact of such reduction.

Providers who received health care for one year or more during the October 1, 2007 to the September 30, 2009 MOU and who have lost health care coverage and who again become eligible for health care coverage will be covered the following month after

meeting the eligibility criteria instead of the current two (2) months provided the worker requests such earlier coverage.

ARTICLE 17. SICK LEAVE

Paid Sick Leave. Effective July 1, 2018, 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, indicating the location, start times and ending times and designated language for orientation.

The Union shall be permitted to make a presentation for a total of thirty (30) minutes as mutually agreed upon between the Parties.

Any modifications regarding the orientation structure, related to the Union's presentation, shall be discussed between the Public Authority and the Union during the Labor-Management Committee meetings.

ARTICLE 19. TWO WEEKS' NOTICE

The Public Authority will inform and encourage Consumers 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 Memorandum of Understanding shall become effective upon Union ratification and the approval of the Board of the Public Authority and shall remain in full effect to and including September 30, 2021.

Signed and entered into this 13th day of December, 2018.

FOR THE PUBLIC AUTHORITY:



Fran Buchanan, IEDA



Keith Fleming, IEDA



Margarita Zamora, Labor Relations Manager



Marcella Velasquez, Public Authority
Executive Director

Randy Morris, Assistant Agency Director

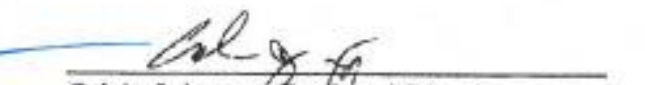


Lori A. Cox, Director
Social Services Agency

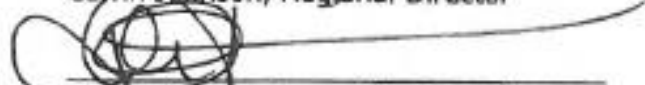


Joe Angelo, Director
Human Resource Services

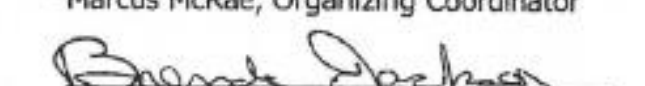
FOR SEIU Local 2015:



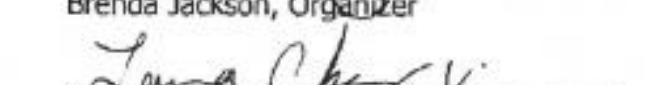
Calvin Johnson, Regional Director



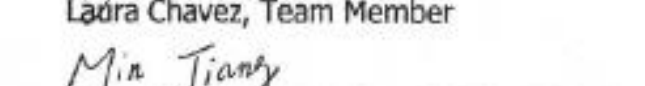
Marcus McRae, Organizing Coordinator



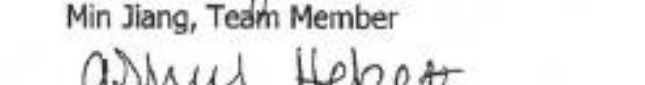
Brenda Jackson, Organizer



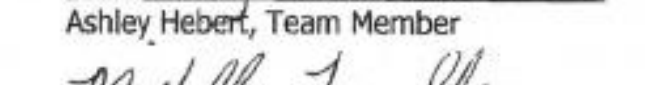
Laura Chavez, Team Member



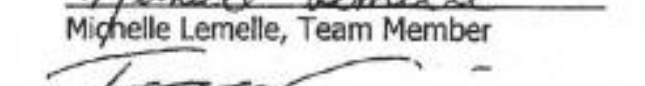
Min Jiang, Team Member



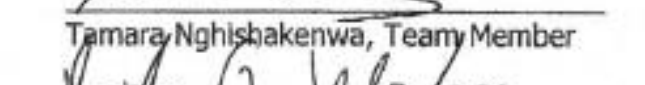
Ashley Hebert, Team Member



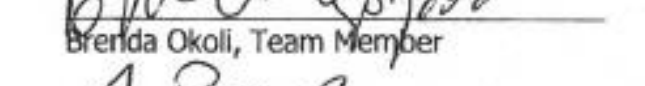
Michelle Lemelle, Team Member



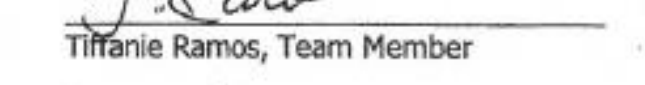
Tamara Nghishakenwa, Team Member



Brenda Okoli, Team Member

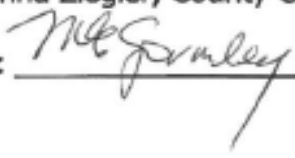


Tiffanie Ramos, Team Member



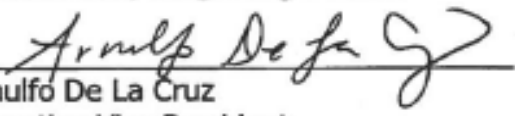
Xiaoqin Xu, Team Member

Approved as to Form
Donna Ziegler, County Counsel

By: 



David Werlin, Bargaining Director



Arnulfo De La Cruz
Executive Vice President

SUBJECT INDEX

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**ALAMEDA COUNTY BOARD OF SUPERVISORS
MINUTE ORDER**

The following action was taken by the Governing Body of the Public Authority for In-Home Supportive Services on 11/20/2018

Approved as Recommended **Other**

Continued to a future date

Unanimous **Chan:** **Haggerty:** **Miley:** **Valle:** **Carson:** -

Vote Key: N=No; A=Abstain; X=Excused

Documents accompanying this matter:

Documents to be signed by Agency/Purchasing Agent:

File No. _____

Item No. 4.1 _____

Copies sent to:
Kim Fogel (QIC 20203)

Special Notes:



I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:
Clerk of the Board
Board of Supervisors

By: _____
Deputy