

MEMORANDUM OF UNDERSTANDING
BETWEEN
IN-HOME SUPPORTIVE SERVICES AUTHORITY
AND
SEIU LOCAL 2015



NOVEMBER 1, 2015 – JUNE 30, 2018

SEIU LOCAL 2015

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
IN-HOME SUPPORTIVE SERVICES AUTHORITY
AND
SEIU LOCAL 2015**

This Memorandum of Understanding (MOU) is entered into pursuant to the authority contained in Division 34 of Board of Supervisors' Resolution 81/1165 and Contra Costa County Ordinance No. 98-14 and has been jointly prepared by the parties.

The Director of Human Resources is the manager of labor relations for the In-Home Supportive Services (IHSS) Public Authority in authority-provider relations matters as provided in Board of Supervisors' Resolution 81/1165 and Contra Costa County Ordinance No. 98-14.

The parties have met and conferred in good faith regarding wages and other terms and conditions of employment as defined in Welfare and Institutions Code Section 12301.6 and Contra Costa County Ordinance No. 98-14 for the providers in the unit in which the Union is the recognized representative, have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the authority-provider relations covering such providers.

This MOU shall be presented to the Contra Costa County Board of Supervisors, as the governing board of the IHSS Public Authority, as the joint recommendations of the undersigned for salary and other adjustments for the period commencing November 1, 2015 and ending June 30, 2018.

SECTION 1 - DEFINITIONS

SECTION 1 - DEFINITIONS

Days – Means calendar days unless otherwise specified.

SECTION 2 - UNION RECOGNITION

SEIU Local 2015 (Union) is the formally recognized employee organization for the representation unit listed below, and has been certified as such pursuant to Board of Supervisors' Resolution 81/1165 and Contra Costa County Ordinance No. 98-14.

In-Home Supportive Services Provider Unit

SECTION 3 - MUTUAL RESPECT

The IHSS Public 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 with courtesy, dignity and respect. The foregoing shall also apply in providing services to the public, specifically including IHSS consumers.

The Public Authority and the Union will meet, in a timely manner, from time to time, at the request of either party, to discuss issues regarding the application of this section.

SECTION 4 - NO DISCRIMINATION

There shall be no discrimination because of sex, race, creed, color, national origin, sexual orientation or union activities against any provider by the IHSS Public Authority or by anyone employed by the Authority; and to the extent prohibited by applicable State and Federal law there shall be no discrimination because of age.

There shall be no discrimination against any disabled person seeking to be listed on the IHSS registry solely because of such disability unless that disability prevents the person from performing the essential functions established for the position or from carrying out the duties of the position safely.

SECTION 5 - PAYROLL

To promote a timely and accurate payroll system, the Authority and the Union shall work together to identify causes and solutions to problems resulting in late, lost or inaccurate paychecks and similar issues. When the causes of problems are outside the Authority's direct control, the Authority and Union shall work cooperatively to create solutions by bringing the problems to the attention of the responsible agencies (this may include the State's payroll department, for example).

SECTION 6 - UNION RIGHTS

The Authority shall provide all home care workers with direct clerical and local access phone numbers at the Public Authority to call for timely answers to payroll questions and resolutions to problems. The Authority shall address resolutions to payroll problems in a timely manner. The Authority and the Union shall share information on the causes and potential solutions for payroll issues in good faith and in a spirit of cooperative problem solving.

SECTION 6 - UNION RIGHTS

6.1 Information. The State provides, on a monthly basis, to the Union a list of all current providers including name, address, telephone number, social security number and hours worked.

The Union shall defend, indemnify, save, protect and hold harmless Contra Costa County and Contra Costa County In-Home Supportive Services Authority and their respective boards, directors, officers and employees from any and all claims, costs and liabilities for any damages and/or injury arising from disclosure to SEIU of IHSS provider names, social security numbers, addresses and phone numbers. The County's and/or Contra Costa County In-Home Supportive Services Authority's right to be defended, indemnified, saved, protected and held harmless hereunder shall be unaffected by the concurrent negligence of the County, the Contra Costa County In-Home Supportive Services Authority or any other person.

The IHSS Public Authority will provide a bulletin board in its office for use by the Union provided the communications displayed have to do with official organization business including, but not limited to, times and places of meetings and further provided that the employee organization appropriately posts and removes the information. The Executive Director reserves the right to remove objectionable materials after notification to and discussion with the Union.

6.2 Dues Deduction. Pursuant to Board of Supervisors' Resolution 81/1165, only a majority representative may have dues deduction and as such the Union has the exclusive privilege of dues deduction for all employees in its unit.

6.3 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 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 approved by the Provider. 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

SECTION 7- WAGES

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.

SECTION 7- WAGES

7.1 Wages.

- A. Except as provided in Section 7.2 below, the wages of all represented providers shall be as follows:

Effective January 1, 2009: \$11.50 per hour

Upon Board of Supervisor's ratification,
and state approval of rate change: \$12.00 per hour

Effective January 1, 2017: \$12.25 per hour

7.2 Wage Contingency.

If, during the term of this Agreement, either state or federal participation levels are reduced or, either the state or federal sharing formula is modified in any manner that would result in an increased cost to the County and/or the Public Authority, wages will be reduced by an amount necessary to keep the total cost to the County and/or the Public Authority the same as such cost existed on the day prior to the effective date of such reduction or modification.

The Public Authority shall provide to the Union a detailed written description of any adjustments to be made pursuant to Section 7, Wages, thirty (30) days prior to the effective date of such adjustments. Upon receipt of a written request from the Union to do so, the Public authority will meet and confer to discuss the impact of the above-described loss of funding, but in no case shall the Public Authority be required to increase its contribution toward wages.

If, the state authorizes an increase in participation that exceeds \$12.10 per hour, the union may request in writing to meet and confer on the subject of wages only, at a time which is mutually agreeable to both parties.

SECTION 8 - CONSUMER RIGHTS

8.1 Consumer as Employer. Under State Law and County Ordinance establishing the IHSS Public Authority, Consumers have the sole and undisputed right to:

- 1) hire Providers of their choice;
- 2) remove Providers from their service at will;

- 3) determine in advance and under all circumstances who can and cannot enter their home; and
- 4) supervise the work of Providers providing services to them.

8.2 Confidentiality-Right to Privacy. The Union shall neither seek nor receive information regarding the name, address, phone number, or any other personal information regarding consumers. Union representatives and IHSS providers shall maintain strict standards of confidentiality regarding consumers and shall not disclose personal information obtained, from whatever source, pertaining to consumers, unless disclosure is compelled by legal process or otherwise authorized by law.

SECTION 9 - REGISTRY

In accordance with Welfare and Institutions Code Section 12301.6 and Contra Costa County Ordinance No. 98-14, the Authority shall operate a registry for the purpose of assisting Consumers in finding Providers.

The parties agree to meet and confer regarding registry matters which impact provider wages, hours and working conditions including, but not limited to, possible respite and emergency referrals.

SECTION 10 - GRIEVANCE PROCEDURE

10.1 Definition and Procedural Steps. 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 Authority official or consumer shall be final, the interpretation or application of those provisions not being subject to the grievance procedure. The Union may represent the grievant at any stage of the process.

Grievances must be filed within thirty (30) days of the incident or occurrence about which the grievant claims to have a grievance and shall be processed in the following manner:

Step 1. Any provider who believes that a provision of this MOU has been misinterpreted or misapplied to his or her detriment shall discuss the complaint with the Authority's Executive Director or such representative as the Director may designate.

Step 2. If a grievance is not satisfactorily resolved in Step 1 above, the grievant, or the Union on the grievant's behalf, may submit the grievance in writing within fifteen (15) days to the IHSS Public Authority Director or his/her designated labor relations representative. The grievance shall state which provision of the MOU has been

SECTION 10 - GRIEVANCE PROCEDURE

misinterpreted or misapplied, how misapplication or misinterpretation has affected the grievant to the grievant's detriment, and the redress he or she seeks. The Public Authority Director or his designee shall have twenty (20) days in which to respond to the grievance in writing. If the grievant requests a meeting with the IHSS Public Authority Director or his/her designee at this step, such a meeting will be held.

Step 3. If a grievance is not satisfactorily resolved in Step 2 above, either party may request in writing within twenty (20) days that the matter be referred to non-binding confidential mediation. Mediation will only occur upon the parties' mutual agreement. The parties will mutually select a mediator, or if agreement cannot be reached, the parties may request that a mediator be assigned by the State Mediation and Conciliation Service. Anything discussed during the mediation will remain confidential and cannot be used or referenced during any subsequent proceedings (i.e. arbitration, a different grievance, etc.)

Step 4. No grievance may be processed under this Section, which has not first been filed and investigated in accordance with Step 1 and 2 above and filed within fifteen (15) days of the written response of the IHSS Public Authority Director or the completion of mediation. If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this MOU, either the grievant, or the Union on the grievant's behalf, or the IHSS Public Authority may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the grievant, or the Union on the grievant's behalf, and the IHSS Public Authority Director. Within twenty-five (25) days of the request for arbitration, the parties shall mutually select an arbitrator who shall render a decision within forty-five (45) days from the date of final submission of the grievance including receipt of the court reporter's transcript and post hearing briefs, if any. The fees and expenses of the arbitrator and of the Court Reporter shall be shared equally by the grievant or the Union on the grievant's behalf, and the IHSS Public Authority. Each party, however, shall bear the costs of its own presentation, including preparation and post-hearing briefs, if any.

10.2 Scope of Arbitration Decisions.

- A. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by law.
- B. No arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union which has been certified as the recognized employee organization for such unit and such dispute falls within the definition of a grievance as set forth in Subsection 1 above.
- C. Proposals to add to or change this MOU or to change written agreements supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this MOU, nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this Section. No arbitrator shall have the power to amend or modify this

SECTION 11 - ORIENTATION AND TRAINING

MOU or written agreements supplementary hereto or to establish any new terms or conditions of employment.

- D. No change in this MOU or interpretations thereof (except interpretations resulting from arbitration proceedings hereunder) will be recognized unless agreed to by the Authority and the Union.

10.3 Time Limits. The time limits specified above may be waived by mutual agreement of the parties to the grievance. If the Authority fails to meet the time limits specified in Steps 1 through 3 above, the grievance will automatically move to the next step. If a grievant fails to meet the time limits specified in Steps 1 through 5 above, the grievance will be deemed to have been settled and withdrawn.

10.4 Union Notification. An official, with whom a formal grievance is filed by a grievant who is included in a unit represented by the Union, but is not represented by the Union in the grievance, shall give the Union a copy of the formal presentation.

SECTION 11 - ORIENTATION AND TRAINING

The Public Authority shall seek and give full consideration to the Union's input for the purpose of developing and implementing training programs for Providers. Training materials and the curriculum will be developed in conjunction with the Advisory Committee, giving full consideration to the Union's input. The Public Authority shall provide reasonable notice to the Union of group orientations of Providers and Provider training classes. The Public Authority shall provide an opportunity for Union representatives to make presentations at such gatherings.

The Public Authority will provide the Union with an annual calendar of New Provider Orientations, indicating the location and designated language for the orientation. Whenever feasible, the Public Authority will give no less than one week's notice of any changes to orientations. The Union will be given a maximum of thirty (30) minutes at or about the beginning of each orientation to talk to new providers about the Union. Upon request and with proper notice, the Union may be allowed to use available audio-visual equipment. The Public Authority will provide the Union with a copy of the attendance list including names and telephone numbers after each new provider orientation. The Public Authority shall have the sole discretion regarding the scheduling of group orientations of Providers and Provider training classes.

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

SECTION 12 - HEALTH AND SAFETY

SECTION 12 - HEALTH AND SAFETY

The Authority staff will meet with Advisory Committee members, social workers, Public Health staff, the Union and other interested parties to explore/study this issue; and, if needed, develop a policy and procedure to address the issue.

SECTION 13 – PENSION FUND PARTICIPATION

A. Coverage:

The IHSS Public Authority agrees to make contributions on behalf of eligible IHSS providers as defined and covered by this MOU to the Service Employees International Union National Industry Pension Fund, hereinafter referred to as the "Fund" in the amounts specified in Section C below.

B. Term:

The IHSS Public Authority agrees to become and remain a participating Employer in the Fund beginning on July 1, 2001 through the end of the term of this MOU, including any extension thereof, provided that the IHSS Public Authority's contributions are eligible for Federal matching funds.

C. Contributions:

1. The IHSS Public Authority will contribute to the Fund in the amount of \$0.15 for each hour worked by eligible IHSS providers covered by this MOU.
2. Contributions required by this provision shall be paid to the Fund on or before the last day of the month following the period for which contributions are due, or before such other date as the Trustees may hereafter determine.
3. Contributions shall be transmitted together with a remittance report containing such information, in such manner, and on such form as may be required by the Trustees of the Fund or their designee.
4. Contributions for an IHSS provider shall begin once an IHSS provider has worked one thousand (1,000) hours after July 1, 2001. Contributions shall be made for such IHSS provider irrespective of the number of hours worked, in subsequent years. Until contributions are required to be made on behalf of an IHSS provider pursuant to the terms of this provision, the IHSS provider shall not be deemed to be a covered IHSS provider in covered employment within the meaning of the SEIU National Industry Pension Plan.
5. In the event that the Fund imposes any surcharges upon the Public Authority after September 30, 2011, the parties agree that the wages of the providers will be reduced to offset the total cost of any and all

SECTION 13 – PENSION FUND PARTICIPATION

surcharges. This means the provider hourly rate, set forth in Section 7 – Wages, will be reduced by an amount per hour, to be determined, until the total of all surcharges imposed by the Fund has been recouped by the Public Authority. The parties understand and agree that the full cost of any and all surcharges imposed upon the Public Authority by the Fund after September 30, 2011, are to be paid in full by the providers.

6. Both parties acknowledge that there may be other ways to provide a retirement benefit for the providers and agree to work cooperatively over the course of this agreement to identify other options that are both economically sound and fulfill the purpose of creating an appropriate retirement benefit.

D. Trust Agreement:

The IHSS Public Authority hereby agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing the Fund, as it may, from time to time, be amended, and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated to them by that Agreement, including collection policies, receipt of which is hereby acknowledged. The IHSS Public Authority hereby designates the Employer members of the Fund's Board of Trustees, or their duly selected successor(s), as its representatives on the Board.

E. Cooperation:

The IHSS Public Authority and Union agree to cooperate with the Trustees of the Fund in distributing Plan booklets, literature and other documents supplied by the Fund Administrator and in obtaining and providing such census and other data as may be required by the Fund's Administrator or Trustees to enable them to comply with the applicable provisions of the Employee Retirement Income Security Act (ERISA). In any case, there shall be no mailing or other costs incurred by the IHSS Public Authority.

The parties acknowledge that the provisions of this Section and the participation of the IHSS providers covered by it are subject to approval by the Trustees of the Fund and that the Trustees reserve the right to terminate, at their sole and unreviewable discretion, the participation of the IHSS providers covered by this MOU and to establish the level(s) of benefits to be provided.

Termination may be directed by the Trustees for reasons including, but not limited to, failure of the IHSS Public Authority to timely pay contributions and expiration of the MOU. In the event the Trust ceases or otherwise terminates coverage of IHSS providers, the IHSS Public Authority shall have no other pension obligation to the IHSS providers.

The parties further acknowledge that the Trustees' acceptance for participation in the Fund of the IHSS providers covered by the MOU is limited only to the categories of employment covered by the MOU at the time application for acceptance occurs and the admission of other categories for employment to participate in the Fund will require specific acceptance by the Trustees.

SECTION 14 - HEALTH/DENTAL PLAN

SECTION 14 - HEALTH/DENTAL PLAN

The following benefit programs shall be offered to IHSS providers (providers):

- A. Program. The IHSS Public Authority shall offer CCHP Plan A-2 single coverage including single dental coverage to eligible IHSS providers.
1. Effective September 1, 2010, the IHSS Public Authority's CCHP Plan A-2 premium contribution shall be \$305.60 per month for eligible IHSS providers.
 2. Effective January 1, 2015, the IHSS Public Authority's CCHP Plan A-2 premium contribution shall be \$352.00 per month for eligible IHSS providers.
 3. Effective January 1, 2016, the IHSS Public Authority's CCHP Plan A-2 premium contribution shall be \$381.38 per month for eligible IHSS providers.
- B. 1. Effective September 1, 2010, the eligible IHSS provider's CCHP Plan A-2 premium contribution shall be twenty-four (\$24.00) dollars per month. Effective January 1, 2011 through December 31, 2016, the IHSS provider's CCHP Plan A-2 premium contribution shall be twenty four dollars and eighty six cents (\$24.86) per month.
2. Should CCHP Plan A-2 premiums increase over the course of this agreement the Public Authority shall provide the Union a written notice of the amount of such premium increase at least sixty (60) days before the premium increase takes effect. Either the Union or the IHSS Public Authority may request in writing, prior to the effective date of the premium increase, an MOU re-opener for the limited purpose of discussing allocation of those additional premium costs.
- C. Eligibility for CCHP Plan A-2 Coverage.
1. Initial eligibility shall be achieved when an IHSS provider has two (2) consecutive months of service at an average of forty-five (45) paid hours per month. In order to maintain eligibility, an IHSS provider shall continue to have at least forty-five (45) paid hours during each successive month. In the first (1st) month in which an IHSS provider is paid for forty-five (45) or more hours, as verified by CMIPS data, the IHSS Public Authority will forward the provider's name to CCHP by the 15th of the following (2nd) month. CCHP will prepare and mail enrollment packets to the eligible providers by the 25th of that (2nd) month. An IHSS provider must return the completed packet to CCHP accompanied by one (1) month's premium contribution, by the last business day of the enrollment (3rd) month for health coverage to be effective on the first day of the fifth (5th) month.

SECTION 15 - OFFICIAL REPRESENTATIVES, STEWARDS

2. Any applications received by CCHP after the last business day of the enrollment (3rd) month will not be accepted, but an eligible IHSS provider will be eligible to enroll during the next open enrollment period.
 3. Providers, previously granted eligibility, who work and are paid thirty-five (35) hours or more per month and who, since January 1, 2004, have been enrolled in CCHP Plan A-2 including single dental coverage, will continue to be eligible for CCHP A-2 including single dental coverage. If a provider does not have at least thirty-five (35) or more paid hours for sixty (60) or more days, the provider will be required to reestablish initial eligibility as outlined in Section 14.C of this MOU.
- D. Pre-Pay. IHSS providers who have achieved eligibility under the terms of subsection 14.C "Eligibility" will pre-pay the provider's portion of the premium cost so that the effective date of enrollment begins on the first day of the fifth (5th) month. IHSS providers must continue to pre-pay their portion of the health insurance premium in order to continue benefits.
- E. Implementation. Open Enrollment periods shall be for thirty (30) days and be held in November of each year.
- F. IHSS providers who are temporarily ineligible for any IHSS Public Authority CCHP Plan A-2 premium contribution may purchase, at their own cost coverage under CCHP Plan A-2, in accordance with the procedures set forth by the Contra Costa County Health Plan.

SECTION 15 - OFFICIAL REPRESENTATIVES, STEWARDS

15.1 Official Representatives. The Union shall notify the IHSS Public Authority of their Official Representatives and changes in such Representatives. The list shall be sent to the Labor Relations Unit and a copy will be sent to the Executive Director of the IHSS Public Authority.

15.2 Stewards. The Union shall notify the IHSS Public Authority of the names of their Stewards at the beginning of the contract year and update the names as changes occur.

SECTION 16 - NO STRIKE/NO LOCKOUT

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. The IHSS Public Authority agrees not to lockout members during the term of this MOU.

SECTION 17 – TRANSPORTATION

SECTION 17 – TRANSPORTATION

For the duration of this Agreement, no payments will be made from the Transportation Fund (\$75,000.00 fund).

The parties understand and agree that the funds from the Transportation Fund (\$75,000.00) will be used to offset these increased pension costs to the Public Authority.

During the term of this Agreement, if the additional payments demanded by the SEIU National Industry Pension Fund exceed \$75,000.00, or if additional funding becomes available to the Public Authority so that payments from the Transportation Fund could be restored, the parties will meet and confer at their earliest availability.

SECTION 18 – LABOR-MANAGEMENT COMMITTEE

In order to encourage open communications, promote harmonious relations and resolve matters of mutual concern, the parties agree to create a labor-management committee. The committee will be governed by the following:

1. The committee will meet every month or as mutually agreed to by the parties.
2. The topics for such meetings may include, but are not limited to, mutual respect, payroll problems, paid time off (P.T.O.) and administrative issues associated therewith, health and safety issues and training and education.

SECTION 19 - SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISIONS

19.1 Scope of Agreement. Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall, during the term of this MOU demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this MOU by mutual agreement.

19.2 Separability of Provisions. Should any section, clause or provision of this MOU be declared illegal, unlawful or unenforceable, by final judgment of a court of competent jurisdiction, such invalidation of such 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 MOU.

SECTION 19 - SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISIONS

SEIU Local 2015 MOU

November 1, 2015 and ending June 30, 2018.

Dated: _____

Contra Costa County:
(Signature / Printed Name)

SEIU Local 2015:
(Signature / Printed Name)

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SEIU LOCAL 2015

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