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BOARD REPORT

DATE: January 19, 2016

AGENDA DATE: January 26, 2016

TO: Del Norte County Board of Supervisors/Del Norte County IHSS
Public Authority Governing Board

FROM: Jay Sarina, County Administrative Officer
Jennifer Coats, IHSS Public Authority/Staff Services Analyst

SUBJECT: MEMORANDUM OF UNDERSTANDING – SERVICE EMPLOYEES
INTERNATIONAL UNION (SEIU) LOCAL 2015

RECOMMENDATION FOR BOARD ACTION:

Approve and authorize Chair to sign the Memorandum of Understanding with the Service Employees International Union (SEIU) Local 2015, effective upon approval from IHSS Public Authority Governing Board and SEIU Local 2015 member's ratification.

SUMMARY/DISCUSSION:

The attached Memorandum of Understanding (MOU) is the result of collective bargaining between SEIU Local 2015 and the IHSS Public Authority. This MOU term is through September 30, 2017, providing for, among other provisions, an increase in wages from \$10.00 per hour to \$10.50 per hour effective April 1, 2016.

Prior to January 1, 2016, IHSS Care Providers were making \$9.50 per hour. A State mandated minimum wage increase effective January 1, 2016 resulted in IHSS Care Providers making currently \$10.00 per hour. The wages for IHSS Care Providers are paid through the County's IHSS Maintenance of Effort (MOE) with the State. Any wage or benefit negotiated by the County will be added to the County's MOE. The additional cost for our MOE would be the County share of 16.3% of the \$0.50 per hour wage increase.

ALTERNATIVE:

Not adopt the agreement and direct staff to go back to negotiations with SEIU Local 2015.

FINANCING:

Funding for all provisions in this MOU that impact FY 2015/2016 is contained in the current adopted budget.

CHILDREN'S IMPACT STATEMENT:

This section meets 2 of the following outcome measures for children in Del Norte County:

- Children ready for and succeeding in school.
- Children and youth are healthy and preparing for adulthood.
- Families are economically self-sufficient.
- Families are safe, stable and nurturing.
- Communities are safe and provide a high quality of life.
- No impact to Children as a result of this action.

OTHER AGENCY INVOLVEMENT:

N/A

SIGNATURE REQUIRED:

N/A

ADMINISTRATIVE SIGN-OFF:

- AUDITOR:
- COUNTY ADMINISTRATIVE OFFICER: Jay Sarina
- COUNTY COUNSEL: Elizabeth Cable
- PERSONNEL:
- OTHER DEPARTMENT:

Agreement No. 2016-_____

Memorandum of Understanding

between

**Del Norte County
In-Home Supportive Services
Public Authority**

and

**Service Employees International
Union (SEIU) Local 2015**

January 14, 2016 through September 30, 2017

TABLE OF CONTENTS

	Page
PREAMBLE	1
ARTICLE I -- RECOGNITION	1
ARTICLE II -- CONSUMER RIGHTS	1
1. Consumer Rights	1
2. Consumer Confidentiality	1
3. Right to Privacy	1
ARTICLE III -- PROVIDER RIGHTS	2
ARTICLE IV -- NON-DISCRIMINATION	2
ARTICLE V -- UNION MEMBERSHIP	2
1. Notice of Union Representation	2
2. Payroll Deductions and Payover	2
3. Indemnification	3
ARTICLE VI -- INFORMATION	3
1. List of Providers	3
2. Indemnification	3
ARTICLE VII -- LABOR-MANAGEMENT COMMITTEE	3
1. General	3
2. Appointment	3
3. Meetings	3
4. Chair	3
5. Attendance	4
6. Topics	4
7. Registry Advisory Committee	4
8. Authority	4
ARTICLE VIII -- BULLETIN BOARD	4
ARTICLE IX -- UNION REPRESENTATIVES AND SHOP STEWARDS	4
1. Official Union Representatives	4
2. Captains	5
ARTICLE X -- ORIENTATIONS	5
ARTICLE XI -- WAGES	5
1. Wage	5
2. Wage Contingency	5
ARTICLE XII -- GRIEVANCE AND ARBITRATION	6
1. Purpose	6
2. General	6
3. Definition	6
4. Grievance Meeting Time	6
5. Grievance Procedure Steps	6
a. Step One	6
b. Step Two	6
c. Step Three	6
d. Step Four	7
6. Time Limits	7
ARTICLE XIII -- REGISTRY	7
1. General	7
2. Referrals	7
3. Registry Advisory Committee	7
4. Registry Complaint Resolution Process	8

a. Step One	8
b. Step Two.....	8
5. Union Representation.....	8
ARTICLE XIV -- TRANSPORTATION	8
ARTICLE XV -- PAYROLL	8
ARTICLE XVI -- NO STRIKE, NO LOCKOUT	9
ARTICLE XVII -- MODIFICATION AND WAIVER	9
1. Modification	9
2. Waiver	9
ARTICLE XVIII -- PROVISIONS OF LAW AND SEPARABILITY.....	9
ARTICLE XIX -- TERM.....	9

PREAMBLE

This Agreement is made and entered into as of this 14th day of January, 2016 between Del Norte County In-Home Supportive Services Public Authority ("the Public Authority") and the Service Employees International Union (SEIU), Local 2015 ("the Union").

Both the Public Authority and the Union recognize the important role of In-Home Supportive Services (IHSS) providers in Del Norte County (Providers) and the vital link they form to IHSS recipients (Consumers). The parties agree that it is in the best interest of Consumers, Providers, and the health of the community to improve the working conditions of Providers, without reducing services to Consumers and while maintaining the independent provider mode of service delivery, which includes the exclusive right of Consumers to hire, fire and supervise Providers.

ARTICLE I RECOGNITION

The Public Authority, as the Employer of Record for the Providers, recognizes the Union as the exclusive Representative of the Providers.

ARTICLE II CONSUMER RIGHTS

2.1 Consumer Rights

The Parties reaffirm under the statute and ordinance of the Public Authority; IHSS Consumers have the sole and undisputed right to:

- A. Hire Providers of their choice;
- B. Fire Providers from their service, at will;
- C. Determine who may and may not enter their home; and,
- D. Supervise and direct the work of the Providers who are providing services to them within the scope of authorized services.

2.2 Consumer Confidentiality

The Union shall not seek information regarding the name, address, phone number or any other personal information regarding consumers. Union Representatives and Providers shall maintain strict standards of confidentiality regarding consumers and shall not disclose personal information obtained from whatever source, pertaining to consumers, unless disclosure is compelled by legal process or otherwise authorized by law.

2.3 Right to Privacy

The Union shall not intentionally contact either the Consumer or Provider at the Consumer's home without the express permission of the Consumer or, the express permission of the Consumer's legal guardian or legal conservator. It is recognized that the Union may, from time to time, inadvertently contact a Provider at the Consumer's home because the Providers sometimes use Consumer's home address and/or phone numbers for contact purposes without informing the Union of this fact. However, once the Union becomes aware that contact address or phone number belongs to a Consumer, the Union shall immediately comply with the provisions

of this Article. The section does not apply to contact with the Provider when the Provider and the Consumer share the same residence.

ARTICLE III PROVIDER RIGHTS

Providers have the right to decline or terminate employment at any time and for any reason. The Public Authority and the Union encourage Providers to provide at least two weeks' notice if possible to the Consumer and the Public Authority in order to enable the Consumer to obtain a replacement.

ARTICLE IV NON-DISCRIMINATION

The parties affirm their respective policies of non-discrimination in the treatment of any Provider because of race, color, national origin, gender, age, religion, marital status, sexual orientation, disability or union activity.

ARTICLE V UNION MEMBERSHIP

5.1 Notice of Union Representation

Any Provider, for whom the Del Norte County Public Authority is the Employer-of-Record and subject to this Memorandum of Understanding, shall be provided an authorization form and written notice that the Authority has a Memorandum of Understanding 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.

5.2 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 who have authorized such deduction. The Union shall instruct the State of the dollar amount to deduct for Union dues or other authorized Union deductions, including voluntary 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.

- A. When an individual Provider's earnings for a calendar month, after required federal and state deductions are made, are insufficient to cover the amount of dues, no dues payment will be withheld for that calendar month. Further, no withholding will be made to cover that calendar month from future earnings.
- B. When an individual is in a non-paid status for an entire calendar month, no dues payment will be withheld for that calendar month. Further, no withholding will be made to cover that calendar month from future earnings.
- C. All required federal and state deductions shall have priority over Union dues.

D. The Public Authority shall instruct the State to deduct premiums for approved voluntary insurance programs offered by the Union from the Provider's pay in conformity with State regulations.

5.3 Indemnification

The Union shall defend, indemnify, save, protect and hold harmless the Public Authority and its Board, Directors, officers and employees from any and all claims, judgements, costs and liabilities for any damages and/or injury arising from the enforcement of this article.

**ARTICLE VI
INFORMATION**

6.1 List of Providers

The Public Authority shall, on a monthly basis no later than the fourteenth of each month provide the Union with a list of all current Providers, including their names, provider numbers, addresses, telephone numbers and hours paid in the prior month. The list shall be the list generated for payroll purposes, assuming it has all of the required information as listed above. The list shall be provided in an agreed-upon electronic format. If this information is supplied to the Union by the State, the Public Authority and the Union agree that the Public Authority need not supply the list to the Union.

6.2 Indemnification

The Union shall defend, indemnify, save, protect and hold harmless the Public Authority and their respective boards, directors, officers and employees from any and all claims, demands, costs, suits, and liabilities for any damages and/or injury arising from disclosure to the Union information pursuant to this section of the MOU.

**ARTICLE VII
LABOR-MANAGEMENT COMMITTEE**

7.1 General

In order to encourage open communication, promote harmonious relations and resolve matters of mutual concern, the parties shall establish a Labor-Management Committee.

7.2 Appointment

The Public Authority and the Union shall each appoint three (3) members of the Labor-Management Committee, and the members shall serve at the pleasure of their respective appointing organizations.

7.3 Meetings

The Committee shall meet quarterly unless an alternate meeting schedule is mutually agreed by the parties.

7.4 Chair

The person serving as the Chair of the Labor-Management Committee shall rotate from meeting to meeting between the Public Authority and the Union.

- 7.5 Attendance
The Labor-Management Committee meetings shall be limited in attendance to the members and one or two guests/advisors of either party, unless the parties agree to additional attendees.
- 7.6 Topics
The topic for Labor-Management Committee meetings shall include, without limitation, mutual respect, training and education, quality assurance, and payroll problems.
- 7.7 Registry Advisory Committee
The Labor-Management Committee shall serve as the Registry Advisory Committee under Article XIII.
- 7.8 Authority
The Labor-Management Committee shall not have the authority to modify the terms of this Agreement. Any changes recommended by the Labor-Management Committee that would have the effect of modifying provisions of this Agreement shall be addressed during the next negotiations period between the parties unless the parties mutually agree to reopen this Agreement to address a specific issue.

ARTICLE VIII BULLETIN BOARD

The Public Authority agrees to provide for use of the Union a bulletin board in the lobby of the Department of Health and Human Services, where the Public Authority is located. The location of the bulletin board shall be accessible to Providers. Keys to the bulletin board shall be provided to the Public Authority and the Union. The bulletin board shall be used only for the following subjects:

- A. Information concerning union elections or the results thereof;
- B. Reports of official business of the Union, including reports of committees of the Union; and,
- C. Union recreational, training, social and related news bulletins, scheduled meetings or agendas.

The parties agree that notices posted on the bulletin board shall not contain material derogatory to the Public Authority, its agents or employees, or of the Del Norte County Public Authority Governing Board, the county's Board of Supervisors, its agents or employees. The Union shall remove outdated and incorrect information in a timely manner.

ARTICLE IX UNION REPRESENTATIVES AND SHOP STEWARDS

- 9.1 Official Union Representatives
The Union shall provide the IHSS Coordinator for the Public Authority a list of the names and telephone numbers of its official non-Provider representatives authorized to represent Providers, and shall update said list whenever there is a change in the list.

9.2 Captains

The Union shall provide the IHSS Coordinator for the Public Authority a list of names and telephone numbers of its official Captains in the bargaining unit who are authorized to represent Providers, and shall update said list whenever there is a change in the list. The parties agree that Captains shall receive no compensation from the Public Authority for time spent engaging in activities as a Captain.

**ARTICLE X
ORIENTATIONS**

Whenever the Public Authority conducts or sponsors orientation services for Providers, the Public Authority shall provide the Union with at least one (1) weeks' notice of the date, time and location of the orientation. The Union will notify the Public Authority at least one (1) hour before the orientation begins, if a Union Representative will be presenting at the orientation. If the Union will be present, the Public Authority shall provide the union at least thirty (30) minutes during the orientation to make a presentation and distribute written information to the Providers. As part of the orientation, the Public Authority shall introduce the Union Representative and/or Captain. If the Union is unable to attend, the Public Authority shall distribute to the Providers written information and the blank membership and dues deduction authorization form provided by the Union and after the orientation, within two business days, supply the Union with a list of names and phone numbers of those in attendance.

**ARTICLE XI
WAGES**

11.1 Wage

Effective April 1, 2016, wages for Providers shall increase to \$10.50 per hour.

Each wage increase will be contingent on approval of the new rate by the State. To ensure that wage increases go into effect on the dates specified above, the Public Authority will submit the appropriate request for the new rate to the State within 10 days of Union ratification of this agreement and approval by the Public Authority Governing Board. If there is delay in the above effective date for the wage increase that occurs due to the State approval process, the effective date will be when the State can implement the rate change in the IHSS Payroll System (CMIPS II).

11.2 Wage Contingency

If, during the term of this agreement, either the State and/or Federal participation levels are reduced in a manner that results in increased cost to the Public Authority and/or County; State realignment funding is reduced in a manner that results in increased cost to the Public Authority and/or County; the State caps its funding participation in Provider wages at a rate lower than wages paid under this agreement; Federal and/or State changes happen, including Court decisions and/or in relation to the Affordable Care Act (ACA), that increase the cost to the current County Maintenance of Effort (MOE); or the State and/or Federal sharing formula, including the cost sharing allocation between the State and County, is modified in any manner that would result in an increased cost to the Public Authority and/or County, the County is entitled to reduce wages by an amount necessary to keep the total Public Authority and/or County cost the same as it was before the State and/or Federal change provided, however, that the facts the County relies upon in determining the increase in costs are subject to verification and the County must bargain with the Union over the impacts of any change to wages.

If, during the term of this agreement, either the State and/or Federal participation levels are increased or other changes take place that result in reduced costs to the Public Authority at the existing wage and benefit levels, the parties will meet and confer.

ARTICLE XII GRIEVANCE AND ARBITRATION

12.1 Purpose

It is the purpose of this procedure to provide an avenue of communication through which Providers and the Union may have a grievance heard and decided in an orderly and timely manner.

12.2 General

From time to time, there may be differences and misunderstandings related to the interpretation and application of the terms of this Agreement. Both parties agree that these differences and/or misunderstandings should be resolved promptly and through informal means of communication to the extent possible. The Union will encourage Providers to discuss and resolve their concerns directly with appropriate Public Authority staff at the first step of the grievance procedure in order to prevent the need for a formal grievance.

12.3 Definition

A grievance is hereby defined as a claim by a Provider, a group of Providers or the Union, involving an alleged violation of a provision of this Agreement. The grievance procedure shall not apply to matters over which the Public Authority has no jurisdiction or authority, including but not limited to Consumer rights or actions of the Board of Supervisors acting as the governing board of the County.

12.4 Grievance Meeting Time

Participation in the grievance procedure in any capacity shall be solely on the Provider's own time and shall not be considered as within any Consumer's allocated service hours, or as paid time.

12.5 Grievance Procedure Steps

All grievances shall be handled in the following manner:

- A. Step One: The Provider(s) and/or Union Representative shall confer with a designated representative of the Public Authority within fifteen (15) working days of the occurrence or knowledge of the occurrence giving rise to the grievance, whichever is later, but no later than sixty (60) days after the occurrence. Such conference must occur prior to filing a written grievance at Step Two. At the time of the conference, the Provider(s) and/or Union Representative shall inform the designated representative of the Public Authority that the conference is Step One of the grievance procedure.
- B. Step Two: If no settlement is reached at Step One, the Provider(s) and/or Union Representative shall meet with and present a written grievance to the Public Authority Director or designee within ten (10) working days of the initial conference under Step One. The Public Authority Director or designee, shall respond to the grievance, in writing, within ten (10) working days of this meeting.
- C. Step Three: If no settlement is reached at Step Two, the grievance shall be submitted to the Labor Relations Officer of the Public Authority or designee within ten (10) working days from receipt of the Step Two response. The Labor Relations Officer of the Public Authority or designee shall meet with the Provider(s) and/or the Union Representative

shall meet with the Provider(s) and/or the Union Representative within ten (10) working days after receipt of the Step Three filing to discuss the grievance. The Labor Relations Officer of the Public Authority or designee shall respond to the grievance, in writing, within then (10) working days of his meeting.

D. Step Four:

1. If no settlement is reached at Step Three and the Union wishes to pursue the matter further, it shall, within ten (10) working days after receipt of the Step Three response, request in writing that the grievance be submitted to a hearing officer for a formal hearing. The hearing officer shall be mutually selected by the Public Authority and the Union from an up-to-date roster of the Del Norte County Bar members who are willing to act as hearing officers. The Public Authority and the Union shall select the hearing officer by alternatively striking names on the list.
2. The hearing officer shall have no power to change, add to or delete from any of the express terms of this Agreement.
3. The decision of the hearing officer shall be binding upon the parties, unless the decision of the hearing officer would require unbudgeted expenditures. Grievances resulting in unbudgeted expenditures shall be subject to ratification by the governing board of the Public Authority.
4. The cost for the hearing officer shall be shared equally by the Public Authority and the Union.

12.6 Time Limits

Any time limits may be shortened, extended or waived, but only by written agreement between the Public Authority and the Union or the Provider(s).

ARTICLE XIII REGISTRY

13.1 General

The Public Authority and the Union recognize the importance of providing registry services to Consumers and Providers. The Public Authority is required under law to establish a registry ("the Registry"). Nothing in this article shall prevent the Union from establishing a registry or the parties from establishing a joint registry.

13.2 Referrals

Providers shall be referred as follows:

- A. The Registry shall determine the qualifications for each Provider on the Registry roster. In determining the qualifications, the Registry shall consider training, experience, ability to work the hours requested, and language.
- B. The Registry shall determine the seniority date for each Provider on the Registry roster. Seniority shall be based on the Provider's first date of employment as a Provider.
- C. If a Consumer does not request a Provider by name, the Registry shall refer the most senior Providers with the required qualifications.

13.3 Registry Advisory Committee

- A. The Labor-Management Committee under Article VII shall serve as the Registry Advisory Committee ("the Registry Committee"), which shall jointly review and discuss the Registry's ongoing referral process and related policies and procedures, and offer advice

and recommendations to the Director of the Public Authority as to potential improvements in such matters.

- B. The Registry Committee shall submit its advice and recommendations to the Director of the Public Authority in writing.
- C. To assist the Registry Committee's activities, the Public Authority shall, upon request, share with the Union and the Registry Advisory Committee the data which the Public Authority collects with respect to the monthly volume of Provider and Consumer participants, referrals and placements. The Public Authority shall also share with the Union and with the Registry Advisory Committee copies of its registry operating documents (rules, written procedures, enrollment packets and standard forms), in order to facilitate Committee discussion of "best practices."

13.4 Registry Complaint Resolution Process

- A. Step One: Any Provider who believes that he or she has been adversely affected due to an alleged failure by the Registry to comply with the applicable rules and policies governing Registry shall, within thirty (30) calendar days of when the Provider knew or should have known of the event giving rise to the complaint, send to the Coordinator of the Public Authority a written complaint and/or request for review, stating the basis for the complaint and a statement as to what the Provider wishes the Registry to do to remedy the situation. The Registry shall, within the thirty (30) calendar days after receipt of the complaint, review the matter and prepare and send a written response to the complaining Provider.
- B. Step Two: If the Provider is not satisfied with that response, he or she may, within a twelve (12) calendar day period of the date of the Registry reply under Step One, as evidenced by the postmark of the reply, send to the Director of the Public Authority a written request for review. The Director of the Public Authority shall, within ten (10) calendar days after receipt of the request for review, review the matter and prepare and send a written response to the complaining Provider. That decision shall be final and binding upon all concerned.

13.5 Union Representation

Upon request of the complaining Provider, the Union shall be permitted to accompany and/or represent the Provider at any steps of the above Complaint process.

ARTICLE XIV TRANSPORTATION

The Public Authority shall notify Providers in writing that they are not required, as a condition of employment, to use their personal vehicles. This notification will happen at the Orientation.

ARTICLE XV PAYROLL

The Public Authority shall act expeditiously to solve payroll problems and work to prevent payroll problems from occurring in the future. The Public Authority shall also work cooperatively with Providers to provide timely answers to payroll questions and assist them in resolving payroll issues.

**ARTICLE XVI
NO STRIKE, NO LOCKOUT**

During the term of this Agreement, the Union agrees not to engage in any strike and the Public Authority agrees not to engage in any lockout.

**ARTICLE XVII
MODIFICATION AND WAIVER**

17.1 Modification

No term or condition in this Agreement may be changed without the written agreement of the Public Authority and the Union.

17.2 Waiver

The waiver or breach of any term or condition of this Agreement by the Public Authority or the Union shall not constitute a precedent in the future enforcement of any term or condition of this Agreement.

**ARTICLE XVIII
PROVISIONS OF LAW AND SEPARABILITY**

The parties agree that this Agreement is subject to all applicable Federal and State laws and regulations, and County ordinances and regulations. In the event that any part or provision of this Agreement is in conflict or inconsistent with such laws or regulations, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provision shall be suspended and superseded by the applicable law or regulation and the remainder of this Agreement shall remain in full force and effect. The parties shall promptly negotiate a replacement for such part or provision.


**ARTICLE XIX
TERM**

The term of this Agreement shall commence upon its approval by the Governing Board for the Public Authority and shall remain in full force and effect until September 30, 2017.

The parties shall return to the bargaining table 90 (ninety) days prior to expiration, to negotiate a successor agreement.

Mutually Recommended:

Del Norte County
IHSS Public Authority



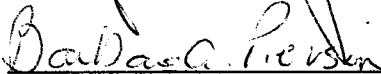
Jay Sarina
County Administrative Officer



Neal Lopez
Assistant County Administrative Officer



Joseph Young
Human Resource Manager



Barbara Pierson
Health & Human Services Director



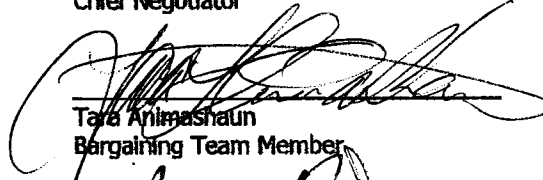
Jennifer Coats
IHSS Public Authority

01-19-16
Date

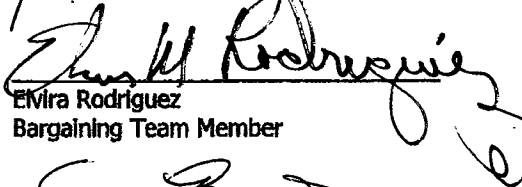
Service Employees International Union (SEIU),
Local 2015



Shane Brinton
Chief Negotiator



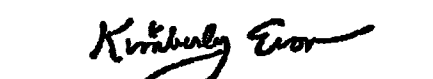
Tara Animeshaun
Bargaining Team Member



Emira Rodriguez
Bargaining Team Member



Erin Brown
Bargaining Team Member



Kimberly Ewon
Officer

1-19-16
Date

Agreement No. 2016-_____

Approved and adopted this 26th day of January 2016 by the Del Norte County Board of Supervisors.

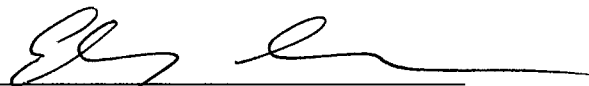
Gerry Hemmingsen, Chair
Board of Supervisors
Del Norte County, California

Date

Kylie Heriford
Clerk of the Board
Del Norte County, California

Date

Approved as to form:



Elizabeth Cable, County Counsel
Del Norte County, California