



COUNTY OF DEL NORTE

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BOARD REPORT

AGENDA DATE: APRIL 26, 2022

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

FROM: Neal Lopez, Chief Administrative Office
Chris Starets-Foote, Interim Director, Health and Human Services

SUBJECT: MEMORANDUM OF UNDERSTANDING – IHSS PUBLIC AUTHORITY AND THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 2015

RECOMMENDATION FOR BOARD ACTION:

Approve and adopt the Memorandum of Understanding with the Service Employees International Union (SEIU) Local 2015 which will be effective May 1st, 2022 upon approval from the IHSS Public Authority Governing Board and SEIU Local 2015 member's ratification of this agreement.

DISCUSSION/SUMMARY:

The attached Memorandum of Understanding (MOU) is the result of several months of collective bargaining between SEIU Local 2015 and the IHSS Public Authority. This MOU is a three (3) year agreement; the term is through April 30, 2025, providing for, among other provisions the following:

- **Wage Supplement:** Effective as soon as practicable following ratification by the Union, approval of this Agreement by the Public Authority Governing Board and approval by the State, the wage supplement will be increased by eighty cents (\$0.80) per hour for a total wage supplement of one dollar and thirty cents (\$1.30) per hour in addition to the Base Wage (the Base Wage is the California or Federal Minimum Wage, whichever is higher). Effective January 1, 2023, following approval by the State, the wage supplement will be increased by thirty cents (\$0.30) per hour for a total wage supplement of one dollar and sixty cents (\$1.60) per hour in addition to the Base Wage.
- **Health and Safety:** In an effort to be proactive and to try to mitigate potential health threats, the Public Authority will allocate four Thousand Dollars and Zero Cents (\$4,000.00) per fiscal year and make available to Providers the following personal protective equipment (PPE) items upon request: non-latex gloves, goggles, gowns, masks and face shields. This will be done at no charge to Providers and the Public Authority shall have no obligation to reimburse Providers for purchase of supplies.

- **Training:** The Public Authority and the Union recognize that providing access to training for IHSS Providers is an important goal and a significant component of the IHSS Program. To meet these challenges, it is important for the parties to work cooperatively to improve training opportunities for Providers. Toward this end the Public Authority will allocate Four Thousand Dollars and Zero Cents (\$4,000.00) per fiscal year for training activities.
- **Compensation for Negotiation Time:** IHSS Care Providers participating in negotiations for a successor MOU to this contract, if approved, would be compensated for time spent in Negotiation activities.

The above is intended to be a general overall outline of the financial effects of this new Agreement, and should not be considered an all-inclusive list of changes.

IHSS Care Providers represented by SEIU 2015, ratified this new agreement as confirmed by Laticia Sanchez, Chief Negotiator for SEIU 2015.

FINANCING:

Funding for all provisions in this MOU that impact FY 2021/2022 is contained in the current adopted budget. All other funding provisions will be included in the FY 2022/2023, FY 2023/2024 and FY 2024/2025 Recommended Budgets.

ALTERNATIVES:

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

CHILDREN'S IMPACT STATEMENT:

This section meets two (2) of the outcome measures for children in Del Norte County: Families are economically self-sufficient and Communities are safe and provide a high quality of life.

OTHER AGENCY INVOLVEMENT:

N/A

SIGNATURES REQUIRED:

N/A

ADMINISTRATIVE SIGN-OFF:

AUDITOR:

COUNTY ADMINISTRATIVE OFFICER: NEAL LOPEZ; YES

COUNTY COUNSEL: JOEL CAMPBELL-BLAIR; YES

PERSONNEL:

DHHS: CHRIS STARETS-FOOTE; YES

Agreement No. 2022-_____

Memorandum of Understanding

Between

Del Norte County

In-Home Supportive Services

Public Authority

And

SEIU Local 2015

May 1, 2022 through April 30, 2025

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PREAMBLE

This Agreement is made and entered into as of this 26th day of April, 2022 between the Del Norte County In-Home Supportive Services Public Authority (“the Public Authority”) and SEIU Local 2015 (“the Union”).

Both the Public Authority and the Union recognize the important role of In-Home Supportive Services (IHSS) and Waiver Personal Care Service (WPCS) Providers (hereinafter jointly referred to as “Providers”) in Del Norte County and the vital link they form to IHSS and WPCS Recipients (hereinafter jointly referred to as “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, remove 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 MUTUAL RESPECT

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

ARTICLE III
CONSUMER RIGHTS

3.1 Consumer Rights

The Parties reaffirm under the statute and ordinance of the Public Authority;

Consumers have the sole and undisputed right to:

- A. Hire Providers of their choice;
- B. Remove Providers from their service, at will;
- C. Determine 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.

3.2 Consumer Confidentiality

The Union shall not seek information regarding the name, address, phone number or any other personal information regarding Consumers. Except that it shall not be a violation of this section for a Consumer to provide their information to the Union for purposes of participating in Union actions and activities. Union Representatives and Providers shall maintain strict standards of confidentiality regarding Consumers and shall not disclose personal information obtained from whatever source, pertaining to Consumers, unless disclosure is compelled by legal process or otherwise authorized by law, or by the Consumer.

3.3 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 IV PROVIDER RIGHTS

4.1 Care Tasks and Separation

Providers have the right to terminate employment at any time and for any reason, or immediately decline to provide services not listed on the Notice of Action or for reasons related to the health and safety of the Provider. When a Provider or Consumer chooses to terminate employment, the Public Authority and the Union agree that either party are to provide at least two weeks' notice if possible in order to enable all parties to have enough time to accommodate the changes in the employment relationship. If Consumers are notified of an increase or reduction in service hours, or they are notified of changes in authorized tasks allotted to them, Consumers should notify the Provider as soon as possible.

4.2 Provider Rights upon Termination

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

ARTICLE V NON-DISCRIMINATION

The parties are committed to providing a productive, pleasant working environment and promoting an environment of mutual respect, as well as complying with state and federal laws. In keeping with this commitment, the parties will not tolerate any form of sexual harassment or

other unlawful harassment or discrimination. Harassment or discrimination based on race, religious creed, ancestry, color, national origin or ethnic group identification, sex, gender identity, age, marital status, sexual orientation, medical condition, physical or mental disability or any other protected characteristic may constitute a violation of local, state and/or federal law.

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 Agreement. Nothing in this Section will limit the right of the Union, independent from the Public Authority, to offer benefits, services or goods exclusively to full Union members, to the exclusion of non-members.

The parties will also encourage Consumers to refrain from discrimination as described in this section.

ARTICLE VI UNION MEMBERSHIP

6.1 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 notice that the Public Authority has a Memorandum of Understanding with the Union regarding wages, benefits and other terms and conditions of employment. The form and notice shall be provided by the Union to the Public Authority and shall be distributed to each new Provider at the Orientation.

6.2 Payroll Deductions and Pay over

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 programs offered by the Union from the Provider's pay in conformity with State regulations.

6.3 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, judgments, costs and liabilities for any damages and/or injury arising from the enforcement of this article.

ARTICLE VII INFORMATION

7.1 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 provided 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.

7.2 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 VIII
LABOR-MANAGEMENT COMMITTEE**

8.1 General

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

8.2 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.

8.3 Meetings

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

8.4 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.

8.5 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.

8.6 Topics

The topic for Labor-Management Committee meetings shall include, without limitation, mutual respect, training and education, health and safety concerns, quality assurance, and payroll problems.

8.7 Registry Advisory Committee

The Labor-Management Committee shall serve as the Registry Advisory Committee under Article XVII.

8.8 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 IX

BULLETIN BOARD & POSTED INFORMATION

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 Union Executive Board; and,
- C. Union recreational, training, social and related news bulletins, scheduled meetings, agendas and any other Union related organizational information and priorities.

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.

The parties agree to regularly update any information regarding Union wages and benefits that are posted in any other medium including but not limited to the County website and/or electronic newsletter(s).

ARTICLE X

UNION REPRESENTATIVES AND PROVIDER STEWARDS

10.1 Official Union Representatives

The Union shall provide the IHSS Coordinator for the Public Authority a list of the names, email addresses and telephone numbers of its Official Representatives, including Provider Stewards, and shall update said list whenever there is a change in the list.

10.2 Member Representatives

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

10.3 Compensation for Negotiation Time

The Public Authority shall compensate up to four (4) providers on the Union's negotiation team for up to (8) hours for each day of negotiations, not to exceed Three Thousand Dollars and Zero Cents (\$3,000.00). Providers will be compensated at their hourly rate of pay for any negotiation sessions they attend. This negotiation time pertains to negotiation sessions, including meet and confer matters that they attend for negotiating a successor to this MOU. Time spent in negotiations will not count toward their consumers' allotted service hours nor will it count as time worked for the purposes of calculating overtime. A sign in sheet verifying In/Out time shall be provided to the Public Authority within seven (7) days of each negotiation session. This documentation shall be provided prior to payment being issued.

ARTICLE XI ORIENTATIONS

The Public Authority will provide the Union with a quarterly calendar of New Provider Orientations, indicating the location, time, and designated language for the orientation. The Public Authority, when possible, will try to give no less than one week's notice of any changes to orientation schedules. The Union, when possible, will notify the Public Authority at least one (1) hour prior to the orientation beginning if the Union will not be present. The Union will be provided thirty (30) minutes time at the beginning of the orientation to talk with Providers about the Union. Upon request and with at least twenty-four (24) hour notice, the Union will be allowed to use available audio-visual equipment.

The Public Authority will provide the Union with the names of the Providers in attendance including names mailing addresses and telephone numbers, within two (2) business days of each New Provider Orientation. The State has agreed to provide the Union with additional information on the Providers that were in attendance, such as; names, addresses, home telephone numbers, personal cellular telephone numbers and personal email addresses. If the State is unable to provide this additional information, the Public Authority will make every effort to provide the additional information to the Union upon request.

In the event that the Union is unable to attend a New Provider Orientation, the Public Authority shall inform Providers that they are represented by the Union and will make available Union authorization forms and related printed Union information provided by the Union. The Public Authority will notify the attendees that the Public Authority does not collect Union authorization forms, and they must be returned to the Union. Any completed Union authorization forms submitted to the Public Authority outside of the New Provider Orientation will be forwarded to the Union within fourteen (14) calendar days.

ARTICLE XII

WAGES

12.1 Base Wages

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

12.2 Wage Supplement and Implementation

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

- A. At the time that this agreement was reached and adopted by the Public Authority, an existing wage supplement of fifty cents (\$0.50) per hour is in place in addition to the Base Wage.
- B. Effective as soon as practicable following ratification by the Union, approval of this Agreement by the Public Authority Governing Board and approval by the State, the wage supplement will be increased by eighty cents (\$0.80) per hour for

a total wage supplement of one dollar and thirty cents (\$1.30) per hour in addition to the Base Wage.

- C. Effective January 1, 2023, following approval by the State, the wage supplement will be increased by thirty cents (\$0.30) per hour for a total wage supplement of one dollar and sixty cents (\$1.60) per hour in addition to the Base Wage.

The Public Authority will submit the appropriate request to the State to implement the new rate within ten (10) working days of approval of this Agreement by the Public Authority Governing Board and subsequently with sufficient advance notice of each subsequent change to the Base Wage.

12.3 Wage Contingency

If the Provider Base Wage plus the Wage Supplement exceeds the maximum State or Federal participation level for wages and benefits, the amount of the Wage Supplement will be reduced so that the County's MOE remains the same as it would have been had the State participation level not been exceeded. The Public Authority shall provide the Union thirty (30) calendar days' notice of any such reduction and shall include in said notice information and available documents which validate the reduction and the reduction shall become effective on the first of the following month of said notice. 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 towards wages or benefits.

ARTICLE XIII GRIEVANCE AND ARBITRATION

13.1 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.

13.2 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.

13.3 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.

13.4 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.

13.5 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 notice of 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 the receipt of a written notice of grievance.

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 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 ten (10) working days of this 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 final and binding upon all Parties.

4. The cost for the hearing officer shall be shared equally by the Public

Authority and the Union. All other costs such as, but not limited to attorney fees and witness fees, shall be borne only by the party incurring those costs.

13.6 Time Limits

- A. 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).
- B. If the Public Authority fails to respond within the above-specified time limits, which have not been extended or waived per Section 13.6 A, the grievant or the Union, whichever is appropriate, may advance the grievance to the next step.

**ARTICLE XIV
TRAINING AND EDUCATION**

The Union and the Public Authority both recognize that the future of IHSS largely depends upon the availability of skilled Providers. The Public Authority and the Union also recognize that providing access to training for IHSS Providers is an important goal and a significant component of the IHSS Program. To meet these challenges, it is important for the parties to work cooperatively to improve training opportunities for Providers. Toward this end the Public Authority will allocate Four Thousand Dollars and Zero Cents (\$4,000.00) per fiscal year for training for Del Norte County Providers.

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

The Union and Public Authority will have an on-going agenda item at the Labor-Management Committee to discuss trainings, joint Union and Public Authority participation, and the cost of trainings. The first Labor-Management committee meeting should be held no later than 30-days following approval of Union ratification and approval of this Agreement by the Public Authority

Governing Board to discuss implementing trainings for Providers in Del Norte County.

Nothing in this Section shall in any way serve to limit the Union from continuing to provide any existing training programs or from designing and implementing its own training programs for Providers.

The Labor Management Committee will work cooperatively to create a handout, to be included in the IHSS Provider Orientation materials, which would list available community training contacts and support groups that are not affiliated with the Public Authority or the Union.

ARTICLE XV 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 at the New Provider Orientation that may be helpful in resolving health and safety concerns. The Public Authority also will provide information to Providers regarding Workers' Compensation, Unemployment and State Disability Insurance (SDI) Benefits at the New Provider Orientation.

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

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

In an effort to be proactive and to try to mitigate potential health threats, the Public Authority will allocate Four Thousand Dollars and Zero Cents (\$4,000.00) per fiscal year and make available to Providers the following personal protective equipment (PPE) items upon request: non-latex gloves, goggles, gowns, masks and face shields. This will be done at no charge to Providers and the Public Authority shall have no obligation to reimburse Providers for purchase of supplies.

The Union and Public Authority will have an on-going agenda item at the Labor-Management Committee to discuss Health and Safety topics including PPE funds that are allocated in this Article. The first Labor-Management committee meeting should be held no later than 30-days following approval of Union ratification and approval of this Agreement by the Public Authority Governing Board to discuss quantities of each PPE item to be purchased for distribution to Providers in Del Norte County.

PPE items will be available to Providers upon request. Providers must contact the designated Del Norte County Department of Health and Human Services (DHHS) Social Services Branch (SSB) employee to arrange for pick-up of items. Upon request, items may be mailed to the Provider as long as the SSB employee is able to mail items to the Provider through the usual DHHS in-house mail process.

At the New Provider Orientation, the Public Authority will inform new Providers about the availability of PPE and how to request the PPE from the DHHS SSB employee. The Public Authority will also supply informational handouts on safety precautions and the correct use of PPE personal protective equipment at the New Provider Orientation.

ARTICLE XVI

REGISTRY

16.1 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.

16.2 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.

16.3 Registry Advisory Committee

- A. The Labor-Management Committee under Article VIII 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.”

16.4 Registry Complaint Resolution Process

- A. Step One: Any Provider who believes that they have 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 fifteen (15) 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, they may, within a Fifteen (15) 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.
- C. Formal Hearing: If the Provider or the Union is not satisfied with the response of the Director of the Public Authority, the Union may, within fifteen (15) calendar days refer the matter directly to a hearing officer in accordance with step four on the grievance procedure. The Public Authority and the Union shall select the hearing officer by alternatively striking names on the list.
- D. Failure of the Public Authority to respond to a registry complaint within the allotted timeframe of A or B above shall entitle the Provider and/or the Union to file the Complaint at the next step.

16.5 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.

16.6 Registry Removal Notification

The Public Authority will give written notice ten (10) days in advance to any individual Provider of intent to remove from the Registry. If such removal is for cause, the notice shall be sent by certified mail and shall inform the Provider of the reasons for the intended removal and of the Provider's right to file an appeal as set forth in the Section 16.4, the Provider's right to Union representation, and the Union telephone number. A copy of the written notice will be sent to the Union via email. If the decision to remove the Provider from the Registry is reversed, the following actions will take place:

- A. The Provider will be notified in writing that the decision was reversed.
- B. The Provider's Registry eligibility will be immediately reinstated and the Provider's name will be added to the list that is sent to recipients seeking a Provider without loss of seniority.

**ARTICLE XVII
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.

The Public Authority and the Union shall utilize the Labor Management Committee meetings to implement an outreach plan to approach local transportation resources and businesses to create a program to provide discounted or free bus passes for Providers and Consumers of the IHSS and WPCS programs, and to improve access to services and paratransit services.

ARTICLE XVIII
PAYROLL

18.1 Payroll

The Public Authority and the Union shall work together, in cooperation with any necessary or appropriate County or State agencies, toward the goal of ensuring that Providers receive their pay on a timely and accurate basis. The Labor Management Committee meetings will be utilized to collaboratively work on any on-going payroll processing issues. Such efforts are expected to include review of forms and procedures, identification of problem areas and design of improved timekeeping, reporting and pay systems to recommend to the appropriate agencies.

18.2 Payroll Assistance

The Public Authority shall assist individual Providers who require assistance in resolving payroll issues. The Public Authority's efforts in this regard are not intended to be exclusive of or to replace the Union's own continuing efforts.

ARTICLE XIX
MAILINGS

If possible, the Public Authority will provide the Union with notice ten (10) working days prior of upcoming Public Authority mailings. The Public Authority will include official Union notices related to local Union business in its mailings to the bargaining unit if the Union provides such notices to the Public Authority five (5) working days prior to the mailing date and if the Union reimburses the mailing costs to the Public Authority to the extent that the Union documents increase mailing costs. Additional costs could be related to postage and the Public Authority staff time to complete the additional mailing. The Public Authority has the right to review all notices that they are asked to include in their mailings and has the right to refuse any notices that 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 Public Authority will accommodate a timely request from the Union to include a Union message line on Providers' pay stubs, provided there is prior approval by the Public Authority of the language that would be included on the pay stub and provided the Public Authority is not using the message area for the pay period. The Union will begin its message by stating that the message is from the Union. The Union may print no more than three (3) messages per County fiscal year. This provision is contingent on if the IHSS/WPCS payroll agent has a process to do this function and that there would be no cost to the County to display a message.

ARTICLE XX
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 XXI
MODIFICATION AND WAIVER

22.1 Modification

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

22.2 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 XXII
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 XXIII
TERM

The term of this Agreement shall commence upon the latter of May 1, 2022 or its approval by the Governing Board for the Public Authority and shall remain in full force and effect until April 30, 2025, or until a successor agreement is agreed upon.

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

Mutually Recommended:

**For the Del Norte County
IHSS Public Authority**



Neal Lopez
Chief Negotiator
County Administrative Officer



See Thao
Assistant Director
Health and Human Services




Jennifer Coats
IHSS Public Authority Coordinator
Health and Human Services

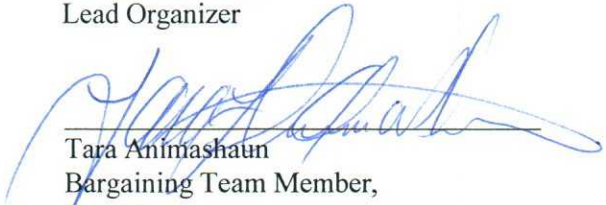
04-20-2022

Date

For SEIU Local 2015



Laticia Sanchez
Chief Negotiator
Lead Organizer



Tara Animashaun
Bargaining Team Member,
Provider




Diane Larson
Bargaining Team Member, Provider



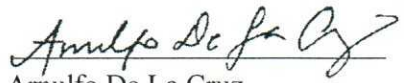
Teresa Schnacker
Bargaining Team Member, Provider



Jacob Hibbits
Organizer



Marcus Mc Rae-Alexander
Member Strength Director



Arnulfo De La Cruz
Executive Vice President

4-20-22

Date

Agreement No. 2022-_____

Approved and adopted this 26th day of April 2022 by the Del Norte County Board of Supervisors.

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

Date

Kylie Goughnour
Clerk of the Board
Del Norte County, California

Date

Approved as to form:

Joel Campbell-Blair
County Counsel
Del Norte County, California

Date