

MEMORANDUM OF UNDERSTANDING

THE SOLANO COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY AND SEIU LOCAL 2015

February 27, 2018 – June 30, 2020

PREAMBLE	1
SECTION 1. UNION RECOGNITION	1
SECTION 2. MUTUAL RESPECT	1
SECTION 3. NO DISCRIMINATION	1
SECTION 4. CONSUMER RIGHTS.....	2
A. CONSUMER RIGHTS	2
B. CONSUMER CONFIDENTIALITY	2
C. RIGHT TO PRIVACY.....	2
SECTION 5. MANAGEMENT RIGHTS.....	2
SECTION 6. UNION RIGHTS AND RESPONSIBILITIES	3
A. LIST AND INFORMATION	3
B. BULLETIN BOARD.....	3
C. OFFICIAL REPRESENTATIVES & STEWARDS	3
D. DUES DEDUCTION.....	3
E. DUTY OF REPRESENTATION	3
F. NOTIFICATION AND COOPERATION	4
SECTION 7. PAYROLL.....	4
SECTION 8. WAGES	4
SECTION 9. HEALTH PLAN	4
A. HEALTH AND VISION CARE PROGRAM	4
B. FUTURE ADDITIONAL FUNDING	6
C. HOMECARE WORKERS HEALTH CARE RELIEF FUND.....	6
D. HEALTH, DENTAL AND VISION PLAN REVIEW	6
SECTION 10. REGISTRY 7	
A. REGISTRY SERVICES.....	7
B. REMOVAL FROM THE REGISTRY	7
SECTION 11. [Not In Use]	8
SECTION 12. GRIEVANCE PROCEDURE.....	8

A.	DEFINITION AND PROCEDURAL STEPS	8
B.	SCOPE OF ARBITRATION DECISIONS.....	9
C.	TIME LIMITS	9
D.	UNION NOTIFICATION	10
E.	PROVIDER PARTICIPATION	10
SECTION 13. HEALTH AND SAFETY		10
A.	TEMPORARY PROTECTIVE EQUIPMENT AND SUPPLIES.....	10
B.	OTHER HEALTH AND SAFETY ISSUES	10
C.	MANDATED REPORTER RESPONSIBILITIES	10
SECTION 14. LABOR –MANAGEMENT COMMITTEE		10
SECTION 15. NO STRIKE / NO LOCKOUT		11
SECTION 16. AGREEMENT, MODIFICATION AND WAIVER.....		11
A.	SOLE AND ENTIRE AGREEMENT.....	11
B.	MODIFICATION	11
C.	WAIVER	11
D.	SEPARABILITY OF PROVISIONS.....	12
E.	PAST PRACTICES.....	12
SECTION 17. INDEMNIFICATION AND LIABILITY		12
SECTION 18. TERM		12
Side Letter Agreement regarding provider enrollment orientation		14

The Solano County In-Home Supportive Services Public Authority and
SEIU Local 2015
February 27, 2018 – June 30, 2020

PREAMBLE

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into by the Solano County IHSS Public Authority (hereinafter referred to as "Public Authority") and SEIU, Local 2015 (hereinafter referred to as "Union"). The Union and the Public Authority acknowledge that the relationship between the Public Authority and the employees in this unit, who are individual providers, is governed by state law, specifically Welfare and Institutions Code Section 12301.6, that this relationship is unique, and that the Public Authority does not employ or manage the IHSS Independent Provider workforce in the role of a traditional employer. The parties also acknowledge that the IHSS recipients (Consumers) remain the employers for the purposes of hiring, firing, and supervising the work of any independent provider providing services to them.

The Public Authority and the Union recognize that, due to the nature of the relationship between them and the role of that relationship in the IHSS program, the implementation of various provisions of this MOU will require the assistance and cooperation of agencies that are not party to this MOU. The Public Authority and the Union agree to work together in good faith in order to secure the assistance of the appropriate entities when required by the provisions of this MOU. Similarly, the Union commits itself in this MOU to some goals that not only benefit this workforce but are also intended to benefit consumers of IHSS services.

This MOU is entered into pursuant to the authority provided under Section 3505.1 of the Government Code and has been jointly prepared by the parties.

SECTION 1. UNION RECOGNITION

The Public Authority recognizes SEIU, Local 2015 as the exclusive representative of IHSS Independent Providers in the County of Solano. This MOU does not apply to others affiliated with or employed by the Public Authority, including without limitation, administrative and operational staff of the Authority.

SECTION 2. 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.

SECTION 3. NO DISCRIMINATION

There shall be no discrimination because of race, creed, color, national origin, sex, marital status, sexual orientation, age or disability by the Public Authority or by the Union. 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 a Consumer or from carrying out the duties for a Consumer safely.

SECTION 4. CONSUMER RIGHTS

A. CONSUMER RIGHTS

1. **Consumer as Employer.** The parties reaffirm that under State Law and the County Ordinance establishing 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 in advance and under all circumstances who can and cannot enter their home; and
 - d. Supervise and direct the work of Providers who are providing services to them within the scope of authorized services.

B. CONSUMER CONFIDENTIALITY

The Union shall not seek 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. If consumer information is disclosed pursuant to this section, the consumer and the Public Authority shall be notified of such release or disclosure immediately.

In the event that a provider needs to communicate with the Union about a consumer or the Union needs to communicate with the Public Authority about a consumer, the parties agree that only the consumer's "recipient number" will be used as identification.

C. RIGHT TO PRIVACY

The Union shall have no contact with either the consumer or the provider at the consumer's home without the express permission of the consumer. This section does not apply to contact with the provider when the provider and the consumer share the same residence or the provider uses the consumer's address/phone number as his/her contact information. Under such circumstances, the union representative may speak with the Home Care worker only after explaining the purpose of the visit/call and after having received permission from both the consumer and the provider to either (1) make an appointment at another location and time; or (2) to continue with a meeting. The time spent in any such meeting shall not be counted as work time.

SECTION 5. MANAGEMENT RIGHTS

- A. Unless otherwise stated in this MOU, the Public Authority retains its exclusive rights, which include but are not limited to, the right to determine the methods, means and personnel by which the Public Authority's functions are to be carried out, to determine its mission and those of related committees and work groups, to determine the merits, necessity or organization of any service or activity, and to set standards of provider service to be offered through its registry to the recipient(s).
- B. The Public Authority reserves the right to take whatever action may be necessary in an emergency situation; however, the union shall be promptly notified.

SECTION 6. UNION RIGHTS AND RESPONSIBILITIES

A. LIST AND INFORMATION

1. The Public Authority shall, on a monthly basis, provide the Union a list of all current providers including name, address, social security number, telephone number, and hours worked. The list will be provided in an agreed upon computer format and password protection (or other mutually agreeable security method) to insure the confidentiality of the information. The Union shall use all means necessary in receiving, using and maintaining this information to protect the confidentiality of provider information.
2. The Union shall defend, indemnify, save, protect and hold harmless the Solano County IHSS Public 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 the Union of IHSS provider names, addresses, social security numbers, telephone numbers and hours worked. This includes, but is not limited to, the Public Authority's attorney's fees and costs.
3. The Public Authority will provide the Union with advance notice of its intention to produce any newsletter and will, upon request by the Union, include information from the Union in such newsletter, so long as the information provided is not objectionable in nature. The Public Authority will provide a link to the Union's website on its website.

B. BULLETIN BOARD

The Public Authority will provide bulletin board space in its offices at 275 Beck Avenue in Fairfield, 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 Public Authority Administrator reserves the right to remove objectionable materials after notification to and discussion with the Union.

C. OFFICIAL REPRESENTATIVES & STEWARDS

The Union shall provide a current Official Representatives List to the Public Authority Administrator. The list shall include the name, title, telephone number, mailing address and e-mail address of the Union's official representatives, including stewards. The Union shall notify the Public Authority Administrator of any changes to the List. The official Union representatives and stewards shall not be recognized by the IHSS Public Authority until such list or changes are provided to the Public Authority Administrator.

D. DUES DEDUCTION

Pursuant to Public Authority Resolution, only a majority representative may have dues deduction and as such the Union has the exclusive privilege of dues deduction or agency fee deduction for all employees in its unit.

E. DUTY OF REPRESENTATION

The Union agrees that it has a duty to provide fair and nondiscriminatory representation to all providers for whom this section is applicable regardless of whether they are members of the Union.

F. NOTIFICATION AND COOPERATION

The Public Authority and the Union will cooperate in the implementation and subsequent administration of this section.

The Public Authority shall provide to the Union the names, addresses and telephone numbers of all new IHSS enrolled Providers, as reported by CMIPS, by the tenth (10th) of each month. The Union shall mail the union membership card to all new Providers covered by this MOU.

SECTION 7. PAYROLL

To promote a timely and accurate payroll system, the Public 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 Public Authority's direct control, the Public 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 or County's payroll department, for example).

The Public Authority shall provide all Home Care Workers with the appropriate telephone numbers at the County to call for timely answers to payroll questions and resolutions to problems. The Public 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 8. WAGES

- A. The Base Wage for Providers is \$11.50 per hour, or the State or federal minimum wage, whichever is higher.
- B. Effective as soon as practicable the Public Authority will supplement the Base Wage at an additional fifty cents (\$0.50) per hour ("Wage Supplement"). This Wage Supplement becomes effective the first of the month following the State's approval. The Wage Supplement will be added to the County's Maintenance of Effort (MOE) and will not be compounded for subsequent increases not locally negotiated.

The Public Authority will submit the appropriate request to the State to implement the new rate, which includes the Base Wage and the Wage Supplement within seven calendar days following Union ratification and the Public Authority adoption of this collective bargaining agreement.

- C. If the Provider Base Wage plus the Wage Supplement exceeds the maximum State participation level for wages plus 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 twenty 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.

SECTION 9. HEALTH PLAN

A. HEALTH AND VISION CARE PROGRAM

The Public Authority shall provide Symetra Health, Vision and Dental Insurance to eligible Providers. The terms of the plan shall not change except by mutual agreement.

The Public Authority's total monthly contribution shall be no more than \$0.60 multiplied by the total number of monthly, paid, provider hours. This contribution will be put toward purchasing employee only coverage on behalf of each eligible Provider, as defined below, who enrolls in the Symetra health, vision, and dental plans. In no event shall the Public Authority be required to pay any amount in excess of this set amount (\$0.60 or current state rate multiplied by the total number of paid provider hours per month).

1. Eligibility and Employment

To determine the number of providers that could be enrolled in health benefits, a calculation is performed by multiplying the number of total hours paid times .60 and dividing by the monthly premium times twelve (12) months. The number of providers to be enrolled in the plan may decrease or increase in the future as premiums or paid provider hours change.

Providers are eligible to enroll in the Symetra health, vision and dental insurance program, according to the following criteria:

- a. To become eligible for health insurance, a provider must have worked and been paid at least sixty-five (65) hours for two (2) consecutive months as defined by the State of California.
- b. Coverage shall be first offered to Providers working and being paid at least sixty-five (65) hours a month for two (2) consecutive report months.
- c. If the total enrollment cap is not reached, the Union and the Public Authority will meet to determine whether the required number of hours for benefits eligibility will be set at a lower amount.
- d. If the maximum number of enrollments has been reached and new valid applications are received, a waiting list shall be established. All applications will be date stamped on the day they are received. As health enrollment slots become available, wait-listed Providers shall be enrolled by the Public Authority in the order that their properly completed applications were received.
- e. If the Public Authority's records indicate that a provider, who believes that he or she is eligible, is not actually eligible, the provider may contest those records. The provider or his or her Union representative may use payroll records, a written statement from an IHSS Social Worker or payroll clerk, or any other means of verifying that the hours were worked in the appropriate report months and the properly prepared timesheets were turned into IHSS payroll on time.
- f. Should it be shown that the provider in question is eligible, the Public Authority shall enroll the provider in the insurance plan retroactive to the month of first occurrence of medical expenses that is within the eligibility period once all forms have been completed.

2. Notification

- a. There shall be a thirty (30) day Open Enrollment period beginning March 1st of each year.
- b. If a provider accurately disputes that the Public Authority notified him or her of eligibility with the designated time frame for enrollment response, the Public Authority shall mail or re-mail the eligibility notice within three (3) days. The provider's returned enrollment form shall be processed following normal procedures and consistent with 1.f. above.

3. Removal From Benefits

- a. Any Provider who fails to work sixty-five (65) hours a report month (or a lower number of hours as outlined in C above) for three (3) consecutive months will become ineligible for coverage on the first (1st) day of the fourth (4th) month. Providers will therefore have a three (3) month grace period to re-establish eligibility. Such provider shall be required to re-establish eligibility by working sixty-five (65) or more hours for two (2) consecutive report months before being returned to the waiting list.
- b. Providers that are removed from coverage because of their failure to work the minimum number of hours for three (3) consecutive report months as described above, will be permitted to pay for their own coverage under COBRA rules.

B. FUTURE ADDITIONAL FUNDING

1. In the event that the State of California and/or the Federal government makes additional funding available or reduces its level of participation for the payment of health benefit premiums, the Union and the Public Authority shall meet and confer on the impact of the funding change on the above described health, dental and vision insurance plans.
2. Should changes in legislation create different options for the provision of health insurance to the providers in the bargaining unit, the parties will meet at the request of either party to explore changes in the provision of health insurance and uses of any funds no longer designated for health insurance.

C. HOMECARE WORKERS HEALTH CARE RELIEF FUND

The Union and the Public Authority shall develop a labor/management training committee that is charged with identifying and obtaining mutually agreed upon healthcare related training for the providers. This committee will remain in place and continue to carry out its charge until the existing fund balance has been depleted. The committee will endeavor to identify such trainings and develop procedures for enrollment of providers no later than one hundred and sixty (160) days after the commencement of this agreement.

D. HEALTH, DENTAL AND VISION PLAN REVIEW

During the term of this MOU, the Labor Management Committee shall serve as the Health Plan Joint Oversight Committee. The Committee will conduct a review of the Health Plan, to include a review of the operations and performance of the Health Plan, including review of detailed claim and premium reports, loss ratios, and other pertinent documents, data and reports relevant to the workings of the Health Plan. Additionally, the Committee will participate in an

advisory manner to the Public Authority and the Union in selection, continued evaluation and/or replacement of the Health Plan provider.

SECTION 10. REGISTRY

A. *REGISTRY SERVICES*

1. **Referrals** - It is recognized that one of the Public Authority's primary missions is assuring Registry services to facilitate the referral of providers to recipients to consider for hiring.

The Public Authority shall notify the Union no less than once every three (3) months of the number of providers referred for interviews and the number placed with a consumer.

If there are more than enough providers who meet the consumer's needs and criteria, the Public Authority will refer out the providers who have been waiting for a referral the longest amount of time.

2. **Relief and Emergency Services** – Registry services will also include a relief and emergency service to assist in providing temporary respite replacement for providers whose consumers have authorized personal care needs.

The Public Authority will publicize once each year the availability of relief and emergency services.

B. *REMOVAL FROM THE REGISTRY*

1. The IHSS Public Authority retains the exclusive right to list, refer with or without comment, suspend, or remove an individual provider from the Registry, subject to the appeals process described below.
2. The IHSS Public Authority will give written notice to any individual Provider who is removed from the Registry. Such notice shall include the reason for their removal from the Registry and will inform the affected Provider of his/her right to file an appeal pursuant to Subsection 3, below, and his/her right to union representation. A copy of the written notice will be sent to the Union.
3. Either the Union or the Provider may file a written appeal after being notified of their removal from the Registry. Only Steps 1, 2, and 3 of the Grievance Procedure as described in Section 12 below may be utilized when appealing the removal of a Provider from the Registry and the decision of the County Health and Social Services Director (or his/her designee) shall be final.
4. If an appeal is filed, and the provider (or the Union if authorized by the Provider) requests copies of the written materials that were relied upon by the Public Authority when making its decision, copies of such documents will be provided by the Public Authority.

- C. This Section only applies to IHSS providers seeking employment through the Public Authority's Registry, and is not intended to abrogate in any way the rights of Consumers as set forth in Section 4 of this MOU.

SECTION 11. [Not In Use]

SECTION 12. GRIEVANCE PROCEDURE

A. *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 Public 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) calendar 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 (or the Union on the grievant's behalf) who believes that a provision of this MOU has been misinterpreted or misapplied to his or her detriment shall discuss the complaint with a staff member of the Public Authority.
- 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 of the action taken in Step 1 above to the Public Authority Administrator. The grievance shall state which provision of the MOU has been misinterpreted or misapplied, how misapplication or misinterpretation has affected the grievant to the grievant's detriment, and the resolution he or she seeks. The Public Authority Administrator or his/her designee shall have fifteen (15) days from receipt of the written grievance in which to respond to the grievance in writing. If the grievant requests a meeting with the Public Authority Administrator or his/her designee at this step, such a meeting will be held.
- Step 3.** No grievance may be processed under this Section, which has not first been submitted and investigated in accordance with Step 2. 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 under Step 2, either the grievant, or the Union on the grievant's behalf, may submit the grievance to the Director of Health and Social Services. The Director of Health and Social Services or his/her designee shall have twenty-one (21) days from receipt of the written grievance in which to investigate the issue(s), meet with the complainant and attempt to reach a satisfactory resolution of the problem.
- Step 4.** No grievance may be processed under this Section, which has not first been submitted and investigated in accordance with Step 3. 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, 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 and the Public Authority Administrator. Within ten (10) days of the request for arbitration, the parties shall mutually select an arbitrator who shall

render a decision within thirty (30) 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 Public Authority. Each party, however, shall bear the costs of its own presentation, including preparation and post-hearing briefs, if any.

B. SCOPE OF ARBITRATION DECISIONS

1. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto, subject to the provisions outlined below, to the extent permitted by law. All awards containing non-monetary remedies, and any award which grants a monetary remedy to any grievant up to five thousand dollars (\$5,000) per individual grievant, are final and binding on the Public Authority and the Union. To the extent that any award grants a monetary remedy in excess of five thousand dollars (\$5,000) per individual grievant, it is advisory in regard to amounts in excess of that limitation. Within sixty (60) days of receiving notice of an arbitration award requiring an expenditure in excess of five thousand dollars (\$5,000) per individual grievant, the party required to pay the award will notify the other party in writing of its decision whether it will or will not implement the award for that excess amount. If the party required to pay the award declines to implement an award for amounts in excess of five thousand dollars (\$5,000) per individual grievant, the arbitrator's decision and award shall have no force or effect as to the monetary element which is in excess of five thousand dollars (\$5,000). By agreeing to the monetary limitation in this subsection, the parties do not waive their right to pursue legal remedies to collect any amounts in excess of the monetary limitation.
2. 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 under such dispute falls within the definition of a grievance as set forth above.
3. 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 MOU or written agreements supplementary hereto or to establish any new terms or conditions of employment.
4. No change in this MOU or interpretations thereof (except interpretations resulting from arbitration proceedings hereunder) will be recognized unless agreed to by the Public Authority and the Union.

C. TIME LIMITS

The time limits specified above may be waived in writing by mutual agreement of the parties to the grievance. If a grievant fails to meet the time limits specified above, the grievance will be deemed to have been settled and withdrawn. For purposes of this section, the term "day" shall mean a calendar day. Unless the Public Authority and the Union have mutually agreed in writing to the contrary, the filing and processing of a grievance shall not delay or interfere with any Public Authority action.

D. UNION NOTIFICATION

If a grievant who is included in a unit represented by the Union, but is not represented by the Union in the grievance, files a grievance, the Public Authority shall give the Union a copy of all grievance materials.

E. PROVIDER PARTICIPATION

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

SECTION 13. HEALTH AND SAFETY

A. TEMPORARY PROTECTIVE EQUIPMENT AND SUPPLIES

The Public Authority will purchase exam gloves and disinfectant wipes in an amount not to exceed the cost of five hundred dollars (\$500) per calendar year to be used on behalf of clients. These supplies will be available at the Public Authority's Office. These supplies will be distributed in lots of one hundred (100) towelettes (one box) or fifty (50) pairs (one box) of gloves at a time to providers upon request on a one-time basis per calendar year. If /when the stock of these supplies is depleted the Public Authority is under no obligation to purchase an additional amount during that calendar year. If at some point in the future, Medi-Cal/Medicare begins to cover the cost of these items, the parties shall meet to discuss how best to take advantage of the opportunity. The IHSS Public Authority shall have no obligation to reimburse Providers for purchases of supplies. Nothing in this section will be construed to limit or interfere with the consumer's right to establish conditions of a Provider's employment.

B. OTHER HEALTH AND SAFETY ISSUES

Other health and safety issues will be referred to the Labor-Management Committee, including but not limited to the adequacy of protective equipment and supplies and their distribution.

C. MANDATED REPORTER RESPONSIBILITIES

Care custodians, including those providing services through IHSS, are considered mandated reporters for suspected adult abuse. Additionally, anyone who, in their professional capacity, receives information that would lead them to suspect adult abuse may be occurring, is also mandated to report that information. This category includes those providing registry services or matching caregivers and consumers.

SECTION 14. LABOR –MANAGEMENT COMMITTEE

In order to encourage open communication, 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:

- A.** The committee will meet every other month or as mutually agreed to by the parties.
- B.** The committee will work cooperatively to address matters affecting the relationship between the parties and to develop measures to improve client care and the IHSS program.
- C.** The topics for such meetings may include, but are not limited to, mutual respect, payroll problems, health and safety issues and training and education.

- D. Provider committee members will serve on a voluntary basis and will receive no remuneration from the Public Authority for their participation.
- E. The committee will refrain from conducting negotiations and relegate those subjects to the appropriate meet and confer process.

The committee will be composed of two (2) representatives appointed by the Public Authority and two (2) representatives appointed by the union. In addition, County staff and Union staff may attend and participate. Observers and guests may be invited by either party when their presence will be helpful in the resolution of specific issues. Advance notice of such invitations should normally be provided to members of the committee.

SECTION 15. NO STRIKE / NO LOCKOUT

The unimpaired continuation of In-Home Support Services is of paramount importance to county residents and specifically to the recipients of home care services. Therefore, neither the Union nor the employees covered by this MOU shall authorize, sanction or support any strike, slowdown or stoppage of work, or refuse to perform customary duties. In addition, the Public Authority shall not lock out Home Care Workers covered by this MOU. This provision shall continue in full force and effect for the term of this MOU and for a minimum of one (1) year beyond the term of this MOU.

SECTION 16. AGREEMENT, MODIFICATION AND WAIVER

A. SOLE AND ENTIRE AGREEMENT

Except as otherwise specifically provided herein, this MOU, together with any appendices and/or side letters, concludes all collective bargaining between the parties and constitutes the sole and entire MOU between the parties and supersedes any prior MOU or understandings, oral or written, or practices by the Public Authority or the County with regard to the Home Care Workers unit.

The Parties acknowledge that during the negotiations that resulted in this MOU, each had the unlimited right and opportunity to submit proposals with respect to any subject matter not otherwise prohibited by law and that the agreement reached by the parties following the exercise of that right and opportunity is set forth in this MOU.

B. MODIFICATION

Neither party shall, during the term of this MOU, demand any change to the provisions of this MOU, provided, however, that nothing herein shall prohibit the parties from changing the terms of this MOU by mutual agreement. Any such agreement, alteration, understanding, variation waiver, or modification of any of the provisions contained herein shall not be binding upon the parties hereto unless it is made and executed in writing by all parties hereto and, if required, approved by the Governing Body of the Public Authority.

C. WAIVER

The waiver of any breach, term or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

D. 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.

E. PAST PRACTICES

This MOU does not guarantee continuance of working conditions and practices not specifically authorized by resolution of the Public Authority.

SECTION 17. INDEMNIFICATION AND LIABILITY

This section is included for informational purposes only:

Solano County Ordinance 1615 revised the Solano County Code to add Chapter 7.4. Section 7.4-17 states the following:

- (a) Any obligation or legal liability of the Authority, whether statutory, contractual or otherwise, shall be the obligation or liability solely of the Authority and shall not be the obligation or liability of the County of Solano, or its agents, officers or employees. Solano County Ordinance 1615 revised the Solano County Code to add Chapter 7.4. Section 7.4-17 states the following:
- (b) The Authority shall not be deemed to be the employer of IHSS providers for purposes of liability because of the negligence or intentional torts of the IHSS providers. Employees of the Authority shall not be employees of the County for any purpose.

The Public Authority shall not be held liable for any action or omission of any IHSS provider whom the Public Authority did not list on its registry or otherwise refer to a recipient.

SECTION 18. TERM

This Memorandum of Understanding between the Solano County IHSS Public Authority and SEIU, Local 2015 shall be effective the later of February 6, 2018 or upon ratification of both the Union and the Public Authority governing board and shall remain in full force and effect to and including June 30, 2020.

IHSS PUBLIC AUTHORITY

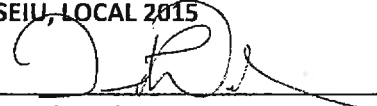


Marc A. Fox
Director of Human Resources

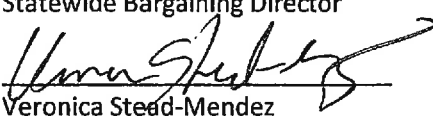


Teri Ruggiero
Public Authority Administrator

SEIU, LOCAL 2015



David Werlin
Statewide Bargaining Director



Veronica Stead-Mendez
Organizer

Jessica Smith
Risk Analyst

Tess Lapira
Director of Administrative Services

Jamie Thompson
Regional Director

Carl Vinson
Bargaining Team Member

Sandi Hilton
Bargaining Team Member

Daphne Dunston
Bargaining Team Member

April Verrett
Executive Vice President

Ratified by SEIU, Local 2015: February 22, 2018

Adopted by Board: 2/27/2018

Side Letter Agreement regarding provider enrollment orientation

**Solano County IHSS Public Authority & SEIU Local 2015
Group Orientation Agreement**

Welfare and Institutions Code (WIC) section 12301.24, added by ABX4 19 (Chapter 17, Statutes of 2009), requires all prospective IHSS providers to attend a provider enrollment orientation, as detailed in ACL 09-54. SB 878, signed by the Governor on September 27, 2014, amends WIC section 12301.24 to add additional IHSS provider orientation requirements. Additionally, SB 878 adds WIC section 12301.24(e) which requires that, no later than April 1, 2015:

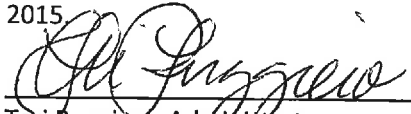
- The provider orientation shall be an onsite orientation that all prospective providers shall attend in person.
- Prospective providers may attend the onsite provider orientation only after completing and submitting the IHSS Provider Enrollment Form (SOC 426). Counties must ensure that all prospective providers complete and submit the SOC 426 before he/she may be allowed to attend the onsite provider orientation.
- Representatives of the recognized employee organization in the county shall be permitted to make a presentation of up to thirty minutes at the provider orientation.

Per SB 878, the Solano County IHSS Public Authority and SEIU Local 2015 have agreed to establish group orientations to meet the requirements under Welfare Institutions Code (WIC) 12301.24. Both parties agree to implement group orientations in accordance with the following provisions:

1. Prospective IHSS providers will be instructed to complete a mandatory onsite group orientation following completion of the SOC 426 as part of their individual online enrollment process through the Solano County Public Authority Registration, Enrollment, and Video Application (REVA) as described in subdivision (a) of Section 12305.81.
2. The Public Authority will work collaboratively with SEIU 2015 to schedule orientations and book rooms in County buildings. The room will be available for setup 30 minutes prior to the scheduled Orientation session.
3. The Public Authority will work collaboratively with the Union to determine the content of the group orientation and overall flow of the presentation. The Public Authority will be responsible for the content and presentation of the group orientation, except for the presentation offered by the Union, which will be near the beginning of the session. If the Union is unable to make a presentation at any given group orientation, the Public Authority staff will not substitute for the presentation, but will distribute union-provided materials as long as no information pertaining to either local or partisan elections is included in the Union provided information. The Public Authority will instruct prospective providers to call the Union if they have any questions.

4. Copies of the sign-in sheets of the group orientation will be scanned and sent via email to the Union.

This agreement may be modified by mutual agreement between the Public Authority and SEIU Local 2015.


Teri Ruggiero, Administrator
Solano County IHSS Public Authority


David Werlin, Bargaining Director
SEIU Local 2015