

MEMORANDUM OF UNDERSTANDING

In-Home Supportive Services

Public Authority of Napa County

And

SEIU Local 2015

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MEMORANDUM OF UNDERSTANDING

In-Home Supportive Services Public Authority of Napa County

and

SEIU Local 2015

PREAMBLE

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into by the In-Home Supportive Services Public Authority of Napa County (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 Independent 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 In-Home Supportive Services Independent Provider and Waiver Personal Care Services ("WPCS") workforces in the role of a traditional employer. The parties also acknowledge that Consumers of In-Home Supportive Services ("Consumers") remain the employers for the purposes of hiring, firing, and supervising the work of any Independent Provider providing services to Consumers.

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 In-Home Supportive Services ("IHSS") program, the implementation of various provisions of this MOU will require the assistance and cooperation of agencies that are not party to this Memorandum of Understanding. 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 Memorandum of Understanding (MOU) to some goals that not only benefit this workforce but are also intended to benefit clients of IHSS services.

This Memorandum of Understanding (hereinafter referred to as the "Agreement") 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 and Waiver Personal Care Services ("WPCS") providers (hereafter jointly referred to as "Provider" or "Providers") in Napa County. This Agreement does not apply to others affiliated with or employed by the Public Authority, including without limitation, administrative and operational staff of the Public Authority.

SECTION 2. PROVIDER RESPONSIBILITIES

It shall be the responsibility of every Provider of In-Home Supportive Services in Napa County to:

1. Communicate with the Consumer in order to understand the specific IHSS tasks that have been authorized by ~~the Public Authority~~In-Home Supportive Services.
2. Submit accurate, legible and timely time sheets.
3. Immediately report on-the-job injuries to the Public Authority.
4. Report to work alone and not bring to the Consumer's home children or family members without the Consumer's express, prior approval.
5. Maintain Consumer confidentiality and not divulge Consumer information with anyone other than the Public Authority and Napa County IHSS staff, except for disclosures made with the Consumer's written consent. Providers are bound by the Confidentiality of Medical Information Act of 1981, Section 56 et seq. California Civil Code, and Section 10850 of the Welfare and Institutions Code. These codes prohibit disclosure of a Consumer's name, personal data, medical conditions or any other information about an IHSS Consumer.
6. Immediately report by telephone or as soon as practicably possible to either the Napa County Adult Protective Services (APS) or local law enforcement any incident of elder and dependent adult abuse. Providers are considered "mandated reporters" under Section 15630 (a) of the Welfare and Institutions Code. Any Provider who within the scope of their employment has observed or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, abduction, isolation, financial abuse, or neglect (including self-neglect) or reasonably suspects such abuse, shall immediately report the incident. The Provider shall also submit a written report to either APS or local law enforcement within two working days. Failure to report is a misdemeanor, punishable by a fine, jail or both.

7. Offer and perform services without discrimination based on race, religion, religious creed, ancestry, color, national origin or ethnic group identification, sex, age, marital status, sexual orientation, medical condition, or physical or mental disability.
8. Notify the Consumer in a timely manner of any absences, time off or changes in work schedule.

SECTION 3. NO DISCRIMINATION

The Public Authority has no responsibility for the employment relationship between the IHSS Provider and the Consumer. The Public Authority, in providing any activity under this contract, and the Union, agree not to discriminate against any Provider because of the Provider's age, ancestry, color, religion (including religious dress and grooming practices), denial of family and medical care leave, disability (mental and physical) including HIV and/or AIDS, marital status, national origin (including language restrictions), race (including traits historically associated with race, including, but not limited to, hair texture and protective hairstyles, sex (including pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender (including gender identity and gender expression), sexual orientation, political belief or political affiliation, or any other protected status in accordance with applicable Federal, State and local laws.

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.

SECTION 4. CONSUMER RIGHTS

A. CONSUMER RIGHTS

1. Consumer as Employer. It is recognized and understood that Consumers are not a party to this Agreement. This Section is provided solely for informational purposes to help Providers understand the role of the 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 solicit 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 or with the Consumer's written consent.

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. Except as provided in the next paragraph, 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 their contact information.

Under such circumstances, Union activities desired in the home of any Consumer shall be subject to negotiation between the Provider and Consumer as part of their employment relationship, with the Consumer as the employer of record. The time spent in any such meeting shall not be counted as work time.

SECTION 5. MANAGEMENT RIGHTS

Subject only to the limitations set forth in this Agreement, the Public Authority's right to direct the work force shall be unimpaired. These rights shall include, but are not limited to, the following:

To manage and direct its business and personnel; to manage, control and determine the mission of its board, departments, committees or work groups, building facilities and operations; to create, change, combine or abolish services and facilities in whole or in part; to set standards of service; to maintain the efficiency of Public Authority operations; to determine procedures and standards of selection for the registry; to establish work standards and schedules of Public Authority operations; to adopt rules of conduct and penalties for violation, thereof; to determine the merits, necessity or organization of any service or activity; to determine the type and scope of work to be performed and the services to be provided through the registry; to determine the methods, processes, means, places and personnel by which the Public Authority's functions are to be carried out; to take all necessary actions to carry out its mission in emergencies; and to make reasonable rules and regulations pertaining to the registry consistent with this Agreement.

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, telephone number, social security numbers and hours worked. The list will be provided in an agreed upon computer format.
2. 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, costs and liabilities for any damages and/or injury arising from disclosure to the Union of IHSS Provider names, addresses, social security numbers and phone numbers.

B. BULLETIN BOARD

The Public Authority will make available space on the existing ~~SEIU~~ bulletin board in its main offices at 900 Coombs St., Napa, California and any IHSS satellite office where providers are required to attend for use by the Union SEIU 2015, provided the communications displayed are related to official organization business including, but not limited to, times and places of meetings and further provided that the employee organization appropriately posts and removes the information. The ~~Executive Director of the~~ Public Authority Director reserves the right to remove objectionable and/or outdated materials after notification to and discussion with the Union.

C. OFFICIAL REPRESENTATIVES & STEWARDS

The Union shall provide a current Official Representatives List (Union Representatives and Provider Stewards) to the ~~Director of the~~ Public Authority Director for the purposes of representation and mutual administration of the contract. 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 Director of any changes to the list. The Public Authority shall not recognize the initial official Union representatives and stewards until such list is provided to the Public Authority Director; the Public Authority shall not recognize changes to the list until such changes are provided to the Public Authority Director.

The Public Authority shall provide a maximum of six (6) Provider Stewards' stipends for up to four (4) hours each month/per steward, designated by the Union for the following activities: Provider orientations, labor/management meetings, assistance with timesheets and timesheet violations, appeals or when meeting and consulting regarding "Section 10. Registry" of this Agreement. Approval and payment are subject to the following limitations.

1. A written notification must be submitted by Union to the Public Authority ~~Manager~~ Director one (1) week in advance. However, the parties recognize that some of the above representational needs may arise on a short notice, and the parties may mutually agree to waive this timeline upon prompt notification from the Union of such activity taking place.
2. The notification must identify the name of the member representative and the purpose of the activity.

The rate of pay shall be the same as the hourly wage rate for IHSS Providers. Paid time shall not interfere with the provision of services to Consumers, nor count against the authorized hours of any Consumer, nor shall it be counted in the calculation of overtime or benefits.

The Public Authority will compensate eight (8) hours of pay for up to five (5) Providers on the Union's negotiating committee for each day of negotiations for meeting and conferring with the Public Authority for negotiations of a successor to this MOU. The Union will provide the names of the individuals who will attend negotiations in advance of each meeting.

Providers will be compensated at their normal rate of pay for any negotiation sessions they attend for negotiations of a successor to this MOU. Time spent in negotiations will not count toward their Consumer's allotted service hours nor will it count as time worked for the purposes of calculating overtime or benefits. In the event that an Independent Provider Steward is also a part of the Union's negotiating committee, the Independent Provider's time spent in contract negotiations shall also not be counted towards their four (4) hour monthly limit of paid activities falling within the scope of representation.

D. DUES DEDUCTION

Pursuant to the Public Authority's Employer-Employee Relations Policy adopted on August 6, 2002 or as amended from time to time, only an exclusively recognized employee representative may have dues deduction and as such, the Union has the exclusive privilege of dues or fee deduction for all employees in its unit.

E. DUES AND DEDUCTION

The Public Authority will cooperate with the State Controller to assist in the deduction of Union membership dues and other authorized deductions through payroll deduction. Authorized deductions shall be approved by the State and shall not result in cost to the Public Authority. The specific procedure for implementing payroll dues deduction will be determined in conjunction with the State Controller.

Dues or other authorized deductions shall be deducted from the Provider's paycheck on a monthly basis starting the first day possible following the notification to the State by the Union of authorization of such deduction by the Provider.

Upon receipt of a Provider of authorization for the Union's Committee on Political Education (COPE) fund, the Union agrees to forward the authorization to the State Controller's office for that office to deduct from the monthly pay of each Provider an amount the Provider voluntarily authorized and to transmit it to the Union on a monthly basis.

The Provider's earnings must be sufficient, after required deductions are made, to cover the full amount of the dues and other fees. Therefore, when a Provider is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of a Provider who is in a non-pay status during only part of the pay period, and the salary is not

sufficient to cover the full withholding, no deduction shall be made. In this connection, all required deductions have priority over Union dues and other fees.

The Union shall indemnify, defend, and save the County and the Public Authority harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or in connection with this Union Rights and Responsibilities Section, or action taken or not taken by the County or the Public Authority under this Section. This includes, but is not limited to, the County's or Public Authority's Attorneys' fees and costs.

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 Providers with an appropriate telephone number 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. Neither the Public Authority nor the County is liable for errors or omissions resulting from Case Management Information and Payrolling System (CMIPS) data downloads from the State of California relating to salary, benefits or other compensation.

SECTION 8. WAGES

- A. The Base Wage for Independent Providers shall be the State Minimum Wage.
- B. Wage Supplement: Effective as soon as practicable the Public Authority will establish a ~~one-time~~ Wage Supplement as defined in the Welfare and Institutions Code of ~~one-dollar and forty-five cents (\$1.45)~~ four dollars and zero cents (\$4.00) per hour on top of the Base Wage. The four dollars and zero cents will be comprised of the previous wage rate supplement of one dollar and forty-five cents (\$1.45) plus an additional two dollars and fifty-five cents (\$2.55).
- C. Implementation: This Agreement will be agendized by the governing board of the Public Authority as soon as practicable following ratification by the Union. Within five (5) working days of Union ratification and adoption by the governing board of the Public Authority of this MOU, 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 ~~and will do so subsequently with sufficient advance notice of each subsequent change to the Base Wage.~~

D. The parties acknowledge that they have a mutual interest in ensuring the highest level of wages for IHSS Providers possible while also ensuring that the County's contribution to the IHSS program are made at prudent levels, given the County's fiscal condition.

SECTION 9. HEALTH BENEFITS

A. HEALTH, DENTAL AND VISION BENEFITS

The Union agrees to offer Providers a Healthcare/Dental/Vision Plan ("Plan") called Healthcare Employees/Employer Dental and Medical Trust ("Trust"). As soon as administratively possible, the Public Authority will enter into an agreement with the Trust to make financial contributions for those Providers who enroll in the Plan.

B. PUBLIC AUTHORITY FINANCIAL CONTRIBUTIONS TOWARDS BENEFITS

As soon as administratively possible after the State approval is received, the Public Authority shall contribute to the total cost of providing the Plan for eligible Providers. The amount the Public Authority shall contribute forty cents (\$0.40) per hour times the total number of paid Provider hours reported each month by the State Case Management Information and Payrolling System (CMIPS ~~2~~). The Public Authority's monthly contribution shall be remitted directly to the Trust.

C. PROCESSING AND PAYMENT OF INSURANCE PREMIUMS

1. The payment of the Public Authority's monthly benefits contribution and Provider premiums shall be processed as follows:
 - a. Each month of this Agreement, the Public Authority will forward the full amount of the Public Authority's monthly benefits contribution to benefits to the Trust.
 - b. Each Provider who is receiving benefits pursuant to this Agreement shall pay their share of insurance premium. Once each month, the Union will ensure the Trust forwards to it a listing of the Providers who have qualified for benefits and for whom payroll deductions or direct payments shall be processed. The Union shall forward the payroll deduction information to the State Controller's Office, collect individual payments and shall forward the full amount deducted/collected to the Trust once each month.

D. TRUST INVOICE

The Public Authority's monthly benefits contribution will be paid by the 15th of each month or as soon as administratively possible, to the Trust for the total number of paid Provider hours in the prior month. The Public Authority is not responsible for any determinations related to eligibility or coverage periods.

E. LIMITATION ON USE OF FUNDS

The Public Authority's monthly benefits contribution to the Trust shall be used exclusively to fund the premiums of enrolled Providers who work within Napa County. At the Public Authority's request, the County and or Public Authority may audit the Trust to confirm that the Public Authority's monthly benefits contribution is being used for purposes consistent with this Agreement.

F. PLAN ADMINISTRATION

1. The Trust shall be solely responsible for administering the Plan.
2. The Trust shall be solely responsible for determining eligibility and processing enrollment for the Plan.
3. The Trust shall be solely responsible for the distribution of enrollment forms, benefit descriptions, health care Provider directories, claim forms, and other forms of documents usually supplied in connection with the enrollment process to Providers. The Trust will also prepare and distribute any required HIPAA certifications.

G. INDEMNIFICATION

The Union will defend, indemnify and hold harmless the Public Authority, the County, and their officers, agents, and employees from any and all claims, demands, law-suits, or any other action arising from the acts or omissions of the Trust in providing, administering, and acting in relation to the Plan.

SECTION 10. REGISTRY

A. REGISTRY SERVICES

It is recognized that one of the Public Authority's primary missions is assuring Registry services to facilitate the referral of Providers to Consumers to consider for hiring.

The parties will meet to discuss the development of a system in the Registry for providing respite and emergency referrals, taking into consideration the input of the IHSS Advisory Committee.

B. REMOVAL FROM THE REGISTRY

1. The Public Authority will maintain rules and regulations regarding the appointment to and removal of Providers from the Registry. The Public Authority retains the exclusive right to list, refer with or without comment, suspend, or remove an individual Provider from the Registry. In the event the Public Authority removes a Provider from the Registry, this action may be subject to the appeal process described below.

—The Public Authority will give written notice to any individual Provider who is removed from the Registry. Such notice shall include the reason for the removal from the Registry and will inform the affected Provider of their right to file an appeal pursuant to Subsection 2, below, and their right to Union representation. A copy of the written notice will be sent to the Union.

2. Either the Union or the Provider may file a written appeal after being notified of their removal from the Registry.

Step 1: Either the Union or the Provider may file a written appeal with the Public Authority Director after being notified of their removal from the Registry. The appeal must be in writing and state why the Provider believes the Public Authority's action was incorrect. The Public Authority Director will send the Provider and the Union written notification of their decision within ten (10) working days of receipt of the Provider's appeal. This ten (10) day time period may be extended by mutual agreement of the Public Authority and the Union or Provider.

Step 2: In the event a Provider/Union is not satisfied with the decision of the Public Authority Director, the decision of the Public Authority Director may be appealed to the Napa County Human Resources Director. The appeal must be in writing and state why the Provider/Union believes the Public Authority's action was incorrect. The Napa County Human Resources Director or their designee will send the Provider/Union written notification of their decision within ten (10) working days of receipt of the Provider's appeal at step 2. This ten (10) day time period may be extended by mutual agreement of the Human Resources Director and the Union or Provider. The decision of the Human Resources Director or designee will be final and binding.

3. 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. However, the Public Authority reserves the right to redact or remove specific information that may compromise the Public Authority or the Consumer(s).

C. APPLICATION

This Section applies to 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 Agreement.

SECTION 11. TRAINING

A. REGISTRY ORIENTATION TRAINING

All new Providers seeking employment through the Registry will be required to attend orientation training provided by the Public Authority.

B. PROVIDER TRAINING

The Public Authority will develop and implement a training plan, with input from the Union in the Labor Management Committee, in order to enrich the skills base of Providers. The Public Authority encourages the Union to identify topics for training sessions and to urge Providers to take advantage of training opportunities.

C. UNION REPRESENTATIVES AND PROVIDER ORIENTATIONS

The Public Authority will provide the Union with an annual calendar of New Provider and Registry Orientations, indicating the location and designated language for the orientation. The Public Authority will give notice of any changes to orientation schedules. The Union will be given thirty (30) minutes at or about the beginning of each orientation to talk to new Providers about the Union. Upon request and with proper notice, the Union may be allowed to use available audio-visual equipment. The Public Authority will provide the Union with a copy of the attendance list including names and telephone numbers after each new Provider orientation.

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, the preamble and those provisions of this MOU, which specifically provide that the decision of the Public Authority or of any Consumer is final and binding; 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.

Prior to filing a grievance in writing, the employee and a representative of the Public Authority will attempt to resolve the problem informally.

Grievances must be filed within twenty-one (21) 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 their detriment may submit the grievance in writing to the ~~Director of the~~ Public Authority Director. 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 they seek. The ~~Director of the~~ Public Authority Director or their 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 ~~Director of the~~ Public Authority Director or their designee at this step, such a meeting will be held.

-Step 2. No grievance may be processed under this Section, which has not first been submitted and investigated in accordance with Step 1. 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 1, either the grievant, or the Union on the grievant's behalf, may submit the grievance to the Director of the Napa County Department of Health and Human Services. The Director of the Napa County Department of Health and Human Services or their 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 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 the Napa County Department of Human Resources. The Director of the Napa County Department of Human Resources or their 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 Director of the Public Authority. Within ten (10) days of the request for arbitration, the parties shall mutually select an arbitrator.

If the parties are unable to agree on an arbitrator within fifteen (15) days from the date of the request, a list of five (5) arbitrators shall be requested by the Director of Human Resources from the State Conciliation Service. Within five (5) working days after receipt of the list and notification of the Union, the parties shall meet to select the arbitrator. The parties shall alternately strike one name from the list until one arbitrator's name remains. The question of which party shall strike the first name shall be determined by a flip of a coin.

-The arbitrator 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 decision of the arbitrator 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. 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

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. The arbitrator shall limit their decision to the application and interpretation of the provisions of this Agreement. The arbitrator shall have no authority to add to, delete, or alter any provisions of this Agreement or written agreements supplementary hereto or to establish any new terms or conditions of employment.

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.

SECTION 13. 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 Consumer care and the IHSS program.
- C. The topics for such meetings may include, but are not limited to, mutual respect, payroll problems, Provider enrollment, health and safety issues, training and education.
- D. The committee will refrain from conducting negotiations and relegate those subjects to the appropriate meet and confer process.

-The committee will be composed of at least two (2) ~~representatives appointed by the~~ Public Authority Representatives and at least two (2) representatives appointed by the Union. ~~In addition,~~ County staff and Union staff ~~may will~~ attend and participate. -By mutual agreement, either party may invite observers and guests when their presence will be helpful in the resolution of specific issues.

SECTION 14. NO INTERRUPTION OF WORK

-The unimpaired continuation of In-Home Support Services is of paramount importance to county residents and specifically to the Cconsumers of home care services. Therefore, the Union agrees that during the term of this Memorandum of Understanding, neither its officers, employees, agents or members will, directly or indirectly, initiate, engage in, encourage, sanction, support, instigate or suggest any strike, slow down, mass resignation, mass absenteeism, picketing or similar concerted activity which would suspend, interfere with or interrupt the normal work and operations of IHSS Consumers, the Public Authority or the County and its departments. In the event that any Union member participates in such activity in violation of this provision, the Union shall immediately notify the member or members so engaged to cease and desist from such activities and shall further direct such member(s) to promptly return to their normal duties. This provision shall continue in full force and effect for the term of this Agreement and for a minimum of six (6) months beyond the term of this Agreement.

SECTION 15. AGREEMENT, MODIFICATION AND WAIVER

A. SOLE AND ENTIRE AGREEMENT

-Except as otherwise specifically provided herein, this Agreement, together with any appendices and/or side letters, concludes all collective bargaining between the parties and constitutes the sole and entire agreement between the parties and ~~supercedessupersedes~~ any prior agreements or understandings, oral or written, or practices by the Public Authority or the County regarding the Providers' unit.

-The Parties acknowledge that during the negotiations that resulted in this Agreement, 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 Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

D. SEVERABILITY 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 or practices not specifically authorized by resolution of the Public Authority.

SECTION 16: HEALTH AND SAFETY

A. Protective Equipment and Supplies

The Public Authority shall purchase Personal Protective Equipment (PPE), including gloves and masks, in an amount not to exceed \$5,000 for the total cost of supplies per fiscal year. The Public Authority shall make PPE available to Providers for the purpose of delivering IHSS services. The Public Authority will determine the amount of PPE distributed per Provider request. If Providers purchase their own PPE, the Public Authority shall not reimburse Providers for such supplies. The Public Authority shall not be held responsible for Provider use or failure to use PPE as safety equipment. The Public Authority's responsibilities regarding furnishing PPE is subject to limited supply due to high external demand or State/Federal prioritization of PPE to other sectors. If there are changes to the State and Federal financial participation in the cost of Non-Health Benefits, the Public Authority will meet and confer with the Union within 90 days.

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.

SECTION 17. TRAINING FUNDS

The Public Authority will provide Union with \$10,000 per calendar year for training for Napa County IHSS Providers. Subject to the below restrictions and conditions, the payments will be provided to the Union by February 28th each year during the term of this Agreement.

The Union may only spend the funds on the following IHSS work-related topics: 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 and autism.

In order to receive any additional funds, the Union must first provide the Public Authority with a written accounting of how the prior year's funds were spent. The accounting must show the date of the training, the topic of the training, the number of Providers at the training, and the total cost of the training. The Union must provide the accounting to the ~~Aging and Disability Go Program Manager~~ Public Authority Director no later than December 31 each year during the term of this Agreement. No additional funds will be provided if Union fails to timely provide the required accounting.

No additional funds will be provided if the Union spends prior year funds on training topics not specified in this Section. If any of the prior year funds remain at the end of the calendar year, the Public Authority will provide the difference between the remaining funds and \$10,000.

SECTION 17.8. TERM

This MOU between the Public Authority of Napa County and SEIU Local 2015 shall be effective upon ratification by the Union and the date of adoption by the Governing Board of the Public Authority ~~Board~~ and shall be in full force through ~~the last day of the thirty-sixth (36) consecutive month from that date~~ June 30, 2027.

At the Union's request, if there are legislative changes to the program regarding bargaining as a result of SEIU 2015's efforts, the County agrees to reopen the MOU on the remaining term of the contract beginning January 2027.

The Wage Supplement ~~and the Public Authority's financial contributions to health benefits are~~ is effective upon State approval and implementation of Section 8.C and Section 9.B of this Agreement.

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FOR SEIU LOCAL 2015

FOR IHSS PUBLIC AUTHORITY OF NAPA
COUNTY

Marcus McRae Cesar Alvarado, Lead
Negotiator

Christine Briceno, Lead Negotiator
Asst. Director of Human Resources

Date

Date

Laura Chavez Tiffany Kimble, Organizer

Casey Rockwood Tara Blakely, Public
Authority Manager

Arminda Sanchez, Negotiating Team
Member

Faye Newton-Shannon, Negotiating Team
Member

Joela Trujillo, Negotiating Team Member

Rose Figoni Nicole Swindle, Negotiating Team
Member

~~Maria Guadalupe Garcia~~ Paula Cantera,
Negotiating Team Member

Carly Caveney, Negotiating Team Member

Arnulfo De La Cruz, President
SEIU Local 2015