

MEMORANDUM OF UNDERSTANDING BETWEEN
THE YOLO COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY AND
SEIU LOCAL 2015
July 1, 2025 through June 30, 2028

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INTRODUCTION

This Agreement formalizes the unique relationship defined in law between the Yolo County In-Home Supportive Services ("IHSS") Public Authority ("Public Authority") and SEIU Local 2015 ("Union"). The Public Authority is the Employer of Record for the purposes of collective bargaining over wages and benefits, but does not employ or manage the IHSS Independent Providers or Waiver Personal Care Services ("WPCS") providers, jointly referred to as Independent Providers ("Independent Providers") in the role of a traditional employer. Due to the unique independence under which WPCS providers operate, WPCS providers are covered under this Agreement for the purposes of hourly pay rate, individual health benefits, and other terms and conditions of employment. Payroll and enrollment concerns for the WPCS program must be addressed directly to the Department of Health Care Services as it is not administered by the Public Authority.

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 Agreement will require the assistance and cooperation of agencies that are not party to this Agreement. 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 Agreement.

This Agreement is entered into pursuant to the authority contained in Yolo County IHSS Public Authority Resolution 01-01 and 01-02 and Yolo County Ordinance No. 1270 and has been jointly prepared by the parties.

1. UNION RECOGNITION

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

2. INDEMNIFICATION AND LIABILITY

2.1. This Section is included for informational purposes only: The Public Authority is an independent legal entity, separate and distinct and not part of the County of Yolo. The Public Authority has no power to bind the County of Yolo to any contractual or legal obligations.

2.2. Provider Negligent or Intentional Acts

This Section is included for informational purposes only. Yolo County Ordinance 1270 Section 2-2.3517 states the following:

- a. "The Public Authority shall not be deemed to be the employer of in-home supportive services personnel referred to recipients for purposes of liability due to the negligence or intentional torts of the in-home supportive services personnel."
- b. "The Public Authority shall not be held liable for any action or omission of any in-home supportive services personnel whom the Public Authority did not list on a registry or otherwise refer to a recipient."

3. 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 to treat all workers with courtesy, dignity, and respect.

4. NO DISCRIMINATION

- 4.1. The Public Authority and the Union shall not discriminate for any reason because of sex, gender, gender identity, gender expression, race, religion, creed, color, ancestry, national origin, sexual orientation, age, political affiliation, marital status, medical status, pregnancy, genetic information, military and veterans' status or disability.
- 4.2. The Public Authority shall not discriminate against any Provider for their participation or non-participation in Union activities or for exercising their rights under this Agreement.
- 4.3. The parties will also encourage Consumers to refrain from discrimination as described in this section.

5. CONSUMER RIGHTS

5.1. 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 Independent Providers understand the role of the Consumer as employer. This Section specifies Recipient (Consumer) Rights enunciated in Welfare and Institutions Code Section 12302.25. Consistent with the Welfare and Institutions Code, the right to hire Independent Providers specified below includes the right to recruit Independent Providers. Under this law and County Ordinance establishing the Public Authority, Consumers have the sole and undisputed right to:

- a. Hire Independent Providers of their choice;
- b. Remove Independent Providers from their service at will;
- c. Determine in advance and under all circumstances who can and cannot enter their home; and
- d. Supervise the work of Independent Providers providing services to them within the scope of authorized services.

5.2. Confidentiality-Right to Privacy

The Union shall not seek information regarding the name, address, phone number, or any other personal information regarding Consumers. Union representatives and IHSS Independent 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 requested by the Consumer.

6. MANAGEMENT RIGHTS

Except as otherwise specified in this Agreement, the Public Authority has and retains the sole and exclusive rights and functions of management, including, but not limited to, the following:

- a. To determine the mission of the Public Authority, its committees and other related work groups;
- b. To maintain the efficiency of its operations;
- c. To establish and maintain a Registry of Providers;
- d. To determine the location, configuration and layout of Public Authority

- facilities;
- e. To determine the processes, techniques, methods, means and personnel by which Public Authority operations are conducted;
 - f. To verify and validate that Registry Independent Providers possess the minimum requirements to meet the needs to be referred to Consumers;
 - g. To control and determine the use and location of Public Authority property, material, machinery and equipment;
 - h. To establish and maintain safety, health and property protection measures required by law;
 - i. To introduce new, improved or different methods of operations, or to change existing methods;
 - j. To require that Providers provide such personal information necessary to maintain payroll and personnel records;
 - k. To take all necessary actions to carry out the Public Authority's mission in emergencies;
 - l. To take such other and further action as may be necessary to organize and operate the Public Authority in the most efficient and economical manner and in the best interest of the Consumers which it serves. The Public Authority agrees to meet and confer should such action affect wages, benefits, or conditions of employment for Independent Providers. If such action is in response to state or federal guidance, the parties agree to meet over impact.

7. UNION RIGHTS

7.1. List and Information

- a. As permitted by law, the California Department of Social Services shall, on a monthly basis, provide the Union a list of all current Independent Providers including name, address, published telephone number, social security number, hours authorized and hours worked.
- b. The Union shall defend, indemnify, save, protect and hold harmless the County and 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 Independent Provider names, social security numbers, addresses and published phone numbers.

7.2. Bulletin Board

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

7.3. Dues and Payroll Deduction

- a. Pursuant to Public Authority Resolution 01-01, only an Exclusively Recognized Employee Organization may have dues deduction and as such the Union has the exclusive privilege of dues deduction for all Independent Providers in its unit.
- b. 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 Independent 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 Independent Provider.

Upon receipt of an Independent 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 Independent Provider an amount the Independent Provider voluntarily authorized and to transmit it to the Union on a monthly basis.

- c. The Independent Provider's earnings must be sufficient after required deductions are made to cover the Agreement of the dues or other authorized deductions. When an Independent 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 an Independent 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 authorized deductions.

- d. 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 by reason of this 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.
- e. Annually, the Union shall provide the Public Authority and, on request, to the Independent Providers covered by this Agreement, with a copy of the financial report filed pursuant to the Labor-Management Disclosure Act of 1959. Such report shall be provided to the Public Authority within sixty (60) days after the end of the fiscal year, but in no event later than March 1 of each year.

7.4. Notification and Cooperation

- a. The Public Authority and the Union will cooperate in the implementation and subsequent administration of this Section.
- b. Following the effective date of this Agreement, the Public Authority shall make available to all new Independent Providers as they enroll in the IHSS Program:
 - a) The Union-provided union membership form;
 - b) A Union-provided notice advising the Independent Provider that they are represented by and may choose to join the Union. The notice shall contain the Union's contact so Independent Providers can reach the Union for further information.

7.5. Official Union Representatives

- a. At the beginning of the term of this Agreement, the Union shall notify the Public Authority and the Director of Human Resources of their Official Representatives (Field Representatives and Independent Provider Stewards) for the purpose of representation and mutual administration of the

Agreement. The Union shall notify the Public Authority of any changes to the list within thirty (30) days of their occurrence.

- b. The Public Authority shall provide a maximum of six (6) Independent Providers four (4) hours each of release time per bargaining session during contract negotiations. Release time will be paid at the current wage rate and shall not be subject to overtime. Attendance at a bargaining session will be confirmed by the provided sign-in sheet. This Section shall be retroactive to include all bargaining sessions of contract negotiations that resulted in this Agreement.

8. PAYROLL

- 8.1. 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. 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 payroll department, for example). The Public Authority is not liable for errors or omissions relating to salary, benefits or other compensation to Independent Providers due to causes outside the Public Authority's direct control.
- 8.2. The Public Authority shall provide all Independent Providers with phone numbers in the area codes servicing the County that they can 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.

9. WAGES AND OTHER COMPENSATION

- 9.1. The Base Wage for Independent Providers shall be the State or Federal minimum wage, whichever is highest.
- 9.2. Wage supplement: Effective as soon as practicable the Public Authority will establish a Wage Supplement of two dollars and fifteen cents (\$2.15) per hour on top of the Base Wage.
- 9.3. Implementation: This agreement will be agendized by the governing board of the Public Authority at its first meeting 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.

10. HEALTH PLAN

- 10.1 The Public Authority currently contracts with Western Health Advantage for medical and vision coverage and with Principal Life Insurance to provide an optional enrollment in dental insurance to eligible Independent Providers.
- 10.2 The Public Authority shall contribute sixty cents (\$0.60) per paid hour of service, towards the provision of the health and dental insurance plans.
- 10.3 Independent Providers enrolled in benefits shall on a monthly basis contribute a \$26 premium share towards their medical and vision coverage and a \$6 premium share towards their dental coverage for a total Independent Provider premium share of \$32.
- 10.4 The Public Authority and the Union agree to meet and confer on any changes to health or dental plan rates, providers or levels of coverages. Agreements reached shall be added to this MOU in the form of side letters.
- 10.5 Independent Providers are eligible to enroll in both the health insurance program and the dental program according to the following criteria:
- a. A Provider must have worked at least three (3) consecutive months.
 - b. Health and dental benefits shall first be offered to Independent Providers working at least eighty (80) hours a month for three (3) consecutive months. Applications will be mailed to newly eligible Independent Providers.
 - c. If the total enrollment cap is not met, applications will be mailed to a mutually agreeable number of Independent Providers who work fewer than eighty (80) hours.
 - d. If the maximum number of enrollments has been reached and new valid applications are received, a waiting list shall be established. Any Provider who is not eligible for health benefits under this article, or who is otherwise

eligible but on a waiting list will be directed to the Yolo County Health and Human Services Agency which will furnish a dedicated point of contact to assist any Independent Provider in determining eligibility and applying for Medi-Cal or coverage through Covered California, and any other state and/or federal benefit for which they are eligible. Notice and information regarding this point of contact will also be included in all Independent Provider orientations and relevant orientation documentation. As Health or Dental enrollment slots become available, waitlisted Independent Providers still seeking coverage provided through the MOU shall be enrolled by the Public Authority in the order that their properly completed applications were received. The Public Authority shall contact these waitlisted Independent Providers via all available telephone numbers and certified mail to request information needed to enroll them in the health benefit plan. If an Independent Provider does not respond within 30-days to requests from the Public Authority for the required information, the Independent Provider will be considered to have forfeited their position on the waitlist. The Independent Provider can be added back to the waitlist once required information is received by the Public Authority. The new waitlist position of the Independent Provider will be determined by the date in which the required information was received.

- e. Any Provider who fails to work the minimum number of hours agreed to as the minimum threshold by the Union and the Public Authority for two (2) consecutive months will become ineligible for health benefits on the first (1st) day of the third (3rd) month. Independent Providers who lose their eligibility will be permitted to pay for their own coverage under COBRA rules. When an Independent Provider loses their health benefits due to a work-related injury, such Independent Provider shall be placed on the first place of the health benefits waiting list upon return to work.
- f. If it is determined by the Public Authority that the potential loss of coverage is due to a timesheet processing error beyond the control of the Provider, benefits may be continued without a lapse in coverage. In the event there is a lapse in coverage and it is later determined by the Public Authority that there was a timesheet processing error beyond the control of the Independent Provider and the Independent Provider made a timely effort to resolve the issue, the Public Authority may, when possible, reinstate the benefits as soon as the same month.

10.6 The Public Authority shall e-mail or mail to the Union on a monthly basis

the waiting list for medical benefits.

10.7 In the event that the State of California imposes an across the board reduction in hours of up to 20% for IHSS Independent Providers ("Trigger Cuts") the parties agree to decrease the minimum threshold of hours needed for benefit eligibility in proportion to the across the board reduction in hours, such that Independent Providers who previously established eligibility will continue to be eligible provided that they maintain working at the new minimum required hours. Article 10.5(e) shall apply to Independent Providers who fail to work the new minimum threshold of hours.

- a. Independent Providers whose hours are reduced below the eligibility requirement not through State-imposed reductions shall be subject to the terms of this Memorandum of Understanding.
- b. Notification of the termination of eligibility for health benefit coverage shall include language advising the provider of their right to continue coverage upon provision to the Public Authority of the Notice of Action.

10.8 National Healthcare Reform

In the event the United States or the State of California moves to a Universal Healthcare program such that the Independent Providers who currently enjoy coverage sponsored by the Public Authority could receive superior health benefits at a reduced cost to both the Public Authority and the Independent Providers under such a plan, the Union during the term of this agreement may make a written request to the Public Authority to discuss moving the Independent Providers to such public health plan. The Public Authority will meet with the Union for a period not to exceed ninety (90) days to bargain this subject.

11. REGISTRY

11.1. It is recognized that one of the Public Authority's primary missions is assuring registry services to facilitate the referral of Independent Providers to consumers to consider for hiring.

11.2. The Union and the Public Authority recognize that Consumers have the right to seek and obtain the services of Independent Providers from any source, including, but not limited to, referrals from the Public Authority Registry.

11.3. This Section applies only to Registry 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 5 of this Agreement or the rights of Independent Providers to seek and secure employment directly with Consumers without regard to the Registry.

11.4. **Relief Services**

Registry services will include a relief service to assist in providing short-term temporary respite replacement for Independent Providers whose Consumers have authorized personal care needs. Whenever possible, Independent Providers should give reasonable advance notice before requesting this assistance.

11.5. **Registry Conditions**

- a. Initiation of the need to utilize the Registry and the assignment and removal of Independent Providers in the Registry shall be at the sole discretion of the Executive Director of the Public Authority or their designee, subject to the Public Authority Policies and Procedures.
- b. Nothing herein precludes the Governing Board from modifying its policies and procedures provided such changes are made in accordance with the Meyers-Milias-Brown Act (MMBA). For all changes not subject to MMBA, the Public Authority shall notice the Union, and upon request meet to discuss such changes.
- c. Initiation, use, and assignment of Providers in the Registry shall not be subject to the grievance procedure. Removal of Providers in the Registry is subject to the grievance procedure up to and including Step 3 of the grievance procedure.
- d. The application, selection and referral process for Registry Providers is specified in the Public Authority Policies and Procedures, a copy of which will be provided to any Provider or prospective Provider upon request.

11.6. **Removal from the Registry**

- a. The following procedures shall control for the removal of Independent

Providers from the Registry.

- b. These rules only apply for persons seeking employment through the IHSS Public Authority Registry.
- c. Public Authority staff will evaluate complaints and determine what action to take including its right to remove a Provider from the Registry, subject to the appeals process described below.
- d. Complaints concerning a Provider may be given verbally or in writing to Public Authority staff. Public Authority staff will document all complaints. Public Authority staff will assist those unable to put complaints in writing in order to ensure documentation of all complaints.

11.6.1 Minor Offenses

- a) The Public Authority will remove a Provider from the Registry after two (2) complaints of minor offenses that have been reported by one or more sources within a 90-day period and have been determined to be valid by Public Authority staff.
- b) Sufficient Cause for Action: The following are sufficient causes constituting minor offenses:
 - 1) Failure to appear at scheduled interviews without notice;
 - 2) Being late for work without reasonable cause;
 - 3) Discourtesy, rudeness or inappropriate behavior toward Consumer or Consumer's representatives (e.g., guardians or conservators) or Public Authority staff;
 - 4) Refusal to do the authorized tasks agreed to upon hire;
 - 5) Not performing requested and authorized tasks during work hours;
 - 6) Inadequate job performance;
 - 7) Not returning IHSS-related Consumer phone calls within a reasonable amount of time;
 - 8) Not returning Registry phone calls within a reasonable amount of time;
 - 9) Failure to update Registry files;
 - 10) Quitting Registry assignment (without a good reason) without a two-week notice.

- c) The aforementioned list is indicative rather than inclusive of all minor offenses. Removal of a Provider from the Registry may be based on reasons other than those specifically mentioned above.
- d) If the complaint regarding a first minor offense is determined to be valid by Public Authority staff, the Public Authority shall provide the Provider a written statement describing the complaint and notifying the Provider that a second complaint of a similar offense will constitute grounds for removal from the Registry. The notice shall also inform the Provider of the appeal process and inform the Provider of their right to Union representation.
- e) If the complaint regarding a second minor offense is determined to be valid by Public Authority staff, the Public Authority shall provide written notice to the Provider and to the Union of the Provider's removal from the Registry within two (2) working days. The notice shall describe the complaint and shall inform the Provider of the appeal process and inform the Provider of their right to Union representation.
- f) Written notice shall be given to the Provider by personal delivery or by certified mail. All notices shall be deemed received through delivery if personally served, or on the date of the signed return receipt if by certified mail. If there is a refusal to accept certified mail, notice shall be deemed received on date of refusal or second attempt to deliver.

11.6.2 Major Offenses

- a) The Public Authority will remove a Provider from the Registry after one (1) complaint of a major offense that has been determined to be valid by Public Authority staff.
- b) Sufficient Cause for Action: The following are sufficient causes constituting major offenses:
 - 1) Theft;
 - 2) Sexual/physical abuse;
 - 3) Neglect;
 - 4) Dishonesty or misrepresentation related to job duties;
 - 5) Unauthorized disclosure of confidential information;
 - 6) Being intoxicated or being under the influence or possession of

- any illegal substance while on duty;
- 7) Asking the Consumer to supplement the allowable IHSS wage for authorized IHSS services;
 - 8) Absence from or leaving the job without notice;
 - 9) Possession of a firearm or other dangerous weapon while on duty;
 - 10) Conviction of a crime which indicates unfitness for the job (per the Criminal Background Policy in the Public Authority Policies and Procedures).

1. The aforementioned list is indicative rather than inclusive of all major offenses. Removal of a Provider from the Registry may be based on reasons other than those specifically mentioned above.

2. If the complaint regarding a major offense is determined to be valid by Public Authority staff, the Public Authority shall provide written notice to the Provider and to the Union of the Provider's removal from the Registry within two (2) working days. The notice shall describe the complaint and shall inform the Provider of the appeal process and inform the Provider of their right to Union representation.

3. The written notice shall be given to the Provider by personal delivery or by certified mail. All notices shall be deemed received through delivery if personally served, or on the date of the signed return receipt if by certified mail. If there is a refusal to accept certified mail, notice shall be deemed received on date of refusal or second attempt to deliver.

ii. Providers removed from the Registry will remain in an inactive Registry status (not being referred to jobs) unless the decision to remove is reversed through the appeal process.

iii. The Grievance Procedure described in Section 12

below applies to this Section 11.6 up to and including Step 3. The arbitration provision (Step 4) of Section 12 is specifically excluded.

12. GRIEVANCE PROCEDURE

12.1. **Purpose:**

The purpose of this procedure is to provide for an orderly process for reviewing and resolving Independent Provider grievances at the lowest possible level.

12.2. **Definitions**

- a. **Grievance:** A grievance is a claimed violation, misinterpretation or misapplication of a specific provision of this Agreement which adversely affects the grievant, excluding, however, those provisions of this Agreement which specifically provide that the decision of any Public Authority official or Consumer shall be final. Also excluded under the definition of a grievance is any action based on the Mutual Respect provision (Section 3), Consumer Rights provision (Section 5), Management Rights provision (Section 6), and any section in this Agreement provided solely and explicitly for informational purposes.
- b. **Grievant:** A grievant is an Independent Provider in the bargaining unit who is filing a grievance as defined above.
- c. **Group Grievance:** A group grievance is a claimed violation, misinterpretation, or misapplication of a specific provision of this Agreement which adversely affects more than one Independent Provider in a substantially similar manner and is represented by a single person or the Union, excluding, however those provisions of this Agreement which specifically provide that the decision of any Public Authority official or Consumer shall be final.

12.3. **General Provisions**

- a. This procedure shall be the exclusive procedure for adjudicating grievances of Independent Providers within the bargaining unit.
- b. No reprisal of any nature shall be taken against any Independent Provider

for participating in the grievance procedure.

- c. The grievant may be represented by a representative of their choosing at any level of this procedure.
- d. To be considered at Step 2, a grievance must state, in writing, all of the following:
 - i) The name(s) of the affected Independent Provider(s);
 - ii) The specific provision of the Agreement that is alleged to have been violated;
 - iii) The grievance must be identified as an official grievance;
 - iv) The circumstances giving rise to the grievance;
 - v) The proposed remedy;
 - vi) The signature of the Independent Provider or of the Union representative;
- e. If the grievant fails to carry their grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized and any right to pursue the grievance further shall be deemed waived and abandoned.
- f. If the Executive Director or the Director of Human Resources fails to respond with an answer within the prescribed time period, the grievant may appeal their grievance to the next higher level as if the provider had received a denial of the grievance on the last day of the period for response.
- g. The Union may represent the Grievant at any step in the Grievance Procedure.
- h. Unless stated otherwise, all days are calendar days.
- i. Any time frame specified in this procedure may be extended or waived by mutual consent of the Public Authority and the Union.

- j. If a grievant is not represented by the Union in Step 2 of the grievance procedure, the Public Authority shall give the Union a copy of all grievance materials, provided there is no objection by the grievant. The Public Authority shall provide the Union with materials relating to all grievances to which a response has been made at Step 3 of the grievance procedure.

12.4. **Step 1**

- a. Any Provider who believes that a specific provision of this Agreement has been violated, misinterpreted or misapplied to their detriment shall, within thirty (30) days of the incident or occurrence about which the grievant claims to have a grievance, discuss the grievance with the Social Worker Supervisor of the Public Authority or any representative as the Executive Director may designate.
- b. The Social Worker Supervisor or the Executive Director shall consider the grievance and respond to the grievant within fifteen (15) days of the discussion provided above.

12.5. **Step 2**

- a. If the grievant is not satisfied with the response at Step 1, the grievant may submit the grievance in writing as specified above within fifteen (15) days to the Executive Director or their designee.
- b. The Executive Director or their designee shall consider the grievance and respond to the grievant within fifteen (15) days of the receipt of the grievance above.

12.6. **Step 3**

- a. If the grievant is not satisfied with the response at Step 2, the grievant may submit the grievance considered at Step 2 within fifteen (15) days to the Director of Human Resources or their designee. If the grievant requests a meeting as a part of this action, the Director of Labor Relations or their designee shall meet with the grievant prior to responding to the grievance.
- b. The Director of Human Resources shall respond to the grievance submitted in Step 3 within fifteen (15) days of its receipt.

12.7. **Step 4**

- a. If the grievant is not satisfied with the response at Step 3, the Union shall have the right to refer the matter to binding arbitration within thirty (30) days of the decision at Step 3.
- b. 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 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 representation, including preparation and post hearing briefs, if any.

12.8. **Scope of Arbitration Decisions**

- a. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto to the extent permitted by law.
- b. No arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union which has been certified as the recognized employee organization for such unit and under such dispute falls within the definition of a grievance as set forth above.
- c. Proposals to add to or change this Agreement or to change written agreements supplementary hereto (side letters adopted by parties) shall not be arbitrable and no proposal to modify, amend, or terminate this Agreement 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 Agreement or written agreements supplementary hereto (side letters adopted by the parties) or to establish any new terms or conditions of employment.

13. TRAINING AND ORIENTATIONS

13.1. **Provider Training**

- a. The Public Authority may provide training for Independent Providers as

needed and as funding permits. All Independent Providers who take advantage of such training shall do so on a voluntary basis and without pay or other compensation. The Public Authority shall provide reasonable notice to the Union of group orientations for new Independent Providers and reasonable access to Provider training classes. The Public Authority shall provide an opportunity for Union representatives to make brief presentations at such gatherings.

- b. The Public Authority shall provide reasonable access to the Union to Independent Provider training classes. The Public Authority shall provide an opportunity for Union representatives to make brief presentations prior to or after such gatherings.
- c. Public Authority staff will regularly inform consumers and Independent Providers regarding training opportunities in the community.
- d. The Public Authority and the Union shall use the Labor-Management Committee meetings to identify and obtain mutually agreed upon healthcare related training for Independent Providers.

13.2. New Provider and Registry Orientations

- a. 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 no less than one week's 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 Independent 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.
- b. In the event that the Union is unable to attend a Provider Orientation, the Public Authority shall make available Union authorization forms and related printed Union information provided by the Union. Any completed Union authorization forms submitted to the Public Authority shall be returned to the Independent Provider with an instruction that the authorization form be submitted directly to the Union.

- c. Public Authority staff will, when feasible and appropriate, schedule group Registry Orientations immediately prior to and at the same location of training classes, so that Providers are afforded the opportunity to enroll and then immediately take advantage of the day's class.

14. HEALTH AND SAFETY

14.1. Protective Equipment and Supplies

The Public Authority will make available standard gloves (including non-latex gloves), masks and antibacterial soap, at no charge to Independent Providers and Consumers who request the supplies for the purpose of delivering IHSS services. The Public Authority has no obligation to reimburse Independent 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 an Independent Provider's employment.

14.2. 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.

15. LABOR-MANAGEMENT COMMITTEE

- 15.1. In order to encourage open communication, promote harmonious relations and resolve matters of mutual concern, the parties agree to create a labor- management committee.

- 15.2. 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 topics for such meetings may include, but are not limited to, mutual respect, payroll problems, health and safety issues and training and education.
- c. The committee will be composed of three (3) representatives appointed by the Public Authority and three (3) representatives appointed by the Union. Observers and guests may be invited by either party when their presence

will be helpful in the resolution of specific issues.

16.NO STRIKE/NO LOCKOUT

16.1. The Union, its members and its representatives, agree not to engage, authorize, sanction or support any strike, work slowdown, work stoppage, curtailment of production or services provided, or refuse to perform customary duties. The Public Authority agrees not to lockout Union members.

17.SCOPE OF AGREEMENT AND SEVERABILITY OF PROVISIONS

17.1. Scope of Agreement

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

17.2. Severability

If any provision of this Agreement is held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of such provision should be restrained by any such tribunal, the remainder of this Agreement shall not be affected.

18. TERM

Term of the Agreement

Except as provided otherwise in this document, this Agreement shall become effective July 1, 2025 after adoption by the Public Authority Governing Board and shall remain in full force and effect to and including June 30, 2028.

The Wage Supplement shall become effective upon State approval and implementation in accordance with Section 9 and the Wage Supplement shall not be subject to retroactivity.

19.PENSION STUDY

The Union and Public Authority agree to establish a joint committee to study the barriers

to the implementation of a plan to allow Independent Providers to contribute to a retirement fund.

20. REFERRALS OF MEMBERS TO THE UNION

20.1. Referral to Union

When the Public Authority receives questions from Independent Providers regarding their bargained rights under the MOU and such questions are not related to routine matters of business, staff will refer the Provider to the Union.

20.2. The Public Authority will maintain a link on its web page to the Union's web page.

21. MISCELLANEOUS

If, during the term of this Agreement, there are changes in State law that change the funding available to the Public Authority for background checks and fingerprints, time off, and/or training, the parties agree to meet and confer at the earliest mutually agreeable date.

Signed and agreed to this 24th day of June, 2025 by the following parties: IHSS

PUBLIC AUTHORITY

SEIU LOCAL 2015

ALEXANDER TENGOLICS
CHIEF NEGOTIATOR
DIRECTOR OF STRATEGIC OPERATIONS

LATICIA GUERRERO
CHIEF NEGOTIATOR

APRIL ROCKE
DEPUTY COUNTY COUNSEL III

DAVID WERLIN
STATEWIDE BARGAINING
DIRECTOR

ROSANNA VIGIL
SENIOR ADMINISTRATIVE SERVICES
ANALYST

LAURA CHAVEZ
LEAD ORGANIZER

MARK BRYAN
DEPUTY COUNTY ADMINISTRATOR

MARIA GRIJALVA
NEGOTIATING TEAM
MEMBER

MARISA GREEN
DEPUTY BRANCH DIRECTOR,
HEALTH AND HUMAN SERVICES

PATRICIA ORNELAS
NEGOTIATING TEAM
MEMBER, REGIONAL VICE
PRESIDENT

STEVEN PAYAN
MEMBER

MARTHA VELAQUEZ
NEGOTIATING TEAM
MEMBER

ARNULFO DE LA CRUZ
EXCEUTIVE VICE PRESIDENT

Approved by Final Determination of the Yolo County IHSS Public Authority
Governing Board this ____ day of _____, 2025.

BY: _____
MARY VIXIE SANDY, CHAIR
YOLO COUNTY BOARD OF
SUPERVISORS

ATTEST:

JULIE DACHTLER, DEPUTY
BOARD OF SUPERVISORS

APPROVED AS TO FORM:

PHILIP J. POGLEDICH
COUNTY COUNSEL

BY: _____
DEPUTY

BY: _____
DEPUTY