

**Memorandum of Understanding**

**between**

**San Mateo County IHSS Public Authority**

**and**

**SEIU Local 2015**

January 1, 2021– December 31, 2023

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IHSS  
MEMORANDUM OF UNDERSTANDING

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TABLE OF CONTENTS

|                                     | Page |
|-------------------------------------|------|
| RECOGNITION .....                   | 3    |
| UNION SECURITY .....                | 3    |
| UNION RIGHTS .....                  | 4    |
| REGISTRY .....                      | 5    |
| REVIEW PROCESS.....                 | 5    |
| NO STRIKE-NO LOCKOUT.....           | 7    |
| PUBLIC AUTHORITY RIGHTS.....        | 7    |
| NON-DISCRIMINATION .....            | 7    |
| CONSUMER RIGHTS.....                | 7    |
| TRAINING .....                      | 8    |
| WAGES .....                         | 9    |
| BENEFITS.....                       | 9    |
| SICK LEAVE.....                     | 10   |
| ADVANCE NOTICE .....                | 10   |
| SEPARABILITY OF PROVISIONS .....    | 10   |
| PAST PRACTICES .....                | 11   |
| LABOR MANAGEMENT COMMITTEE .....    | 11   |
| PERSONAL PROTECTIVE EQUIPMENT ..... | 11   |
| TERM .....                          | 11   |

## MEMORANDUM OF UNDERSTANDING

### **ARTICLE 1. PREAMBLE**

This collective bargaining agreement is entered into by San Mateo In-Home Supportive Services (IHSS) Public Authority (hereinafter referred to as the Public Authority) and SEIU Local 2015 (hereinafter referred to as the Union). This agreement shall be in compliance with the San Mateo Public Authority Employer-Employee Relations Policy, In Home Supportive Services Program Public Authority, (EERP) except as otherwise provided in Sections 12300 and 12301.6 of the State of California Welfare and Institutions Code, as amended. The Union and the Public Authority acknowledge that the relationship between the Public Authority and the IHSS and Waiver Personal Care Services (WPCS) Independent Providers (hereinafter collectively referred to as Providers) is governed by state law, specifically Welfare and Institutions Code Section 12301.6, that this relationship is unique, that the Public Authority does not employ or manage the Providers in the role of a traditional employer, and that the IHSS recipients (hereinafter referred to as Consumers) remain the employer for the purposes of hiring, firing, and directing the work of any Provider providing services to them. This collective bargaining agreement is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3510) and Sections 12300 and 12301.6 of the State of California Welfare and Institutions Code, as amended, and has been jointly prepared by the parties.

### **ARTICLE 2. RECOGNITION**

The Public Authority recognizes the Union as the exclusive collective bargaining representative for the Provider representation unit, certified pursuant to Resolution No. 3-IHSS, adopted by the San Mateo County IHSS Public Authority on April 12, 1994.

### **ARTICLE 3. UNION BUSINESS**

#### **Section 3.1 Payroll Deduction**

The Public Authority will cooperate with the State Controller to assist in the deduction of Union membership dues through payroll deduction. The specific procedure for implementing payroll dues deduction will be determined in conjunction with the State Controller.

#### **Section 3.2 COPE Check Off**

Members may also request voluntary deductions to the Union's Political Activity Fund (COPE). Such deductions shall be sent in a separate check to the Union each payroll. Workers may withdraw from COPE deduction at any time by notifying the Union office. The provisions of this section are contingent on implementation by the State Controller's Office.

#### **Section 3.3 Voluntary Deductions for Union Sponsored Benefits**

Members may also request voluntary payroll deductions to participate in Union sponsored benefit programs. Such deductions shall be sent in a separate check to the Union each payroll. The provisions of this section are contingent on implementation by the State Controller's Office.

#### **Section 3.4 Hold Harmless**

The Union shall indemnify, defend, and hold 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 article, or action taken or not taken by the Public Authority under this article. This includes, but is not limited to, the Public Authority's attorney's fees and costs.

### **Section 3.5 Forfeiture of Deduction**

If, after all other involuntary deductions are made in any pay period, the balance is not sufficient to pay the deduction of Union dues required by this Section, no such deduction shall be made for the current pay period.

## **ARTICLE 4. UNION RIGHTS**

### **Section 4.1 List and Information**

The State provides to the Union on a monthly basis, a list of each Provider in the unit represented by the Union. This list includes name, home address, date of hire, telephone number, date of birth, date of termination and hours worked in a designated payroll period. Should the State cease to provide this list, the parties agree to meet and determine an appropriate manner in which to provide this information from the Public Authority to the Union. Upon request, the Public Authority will endeavor to provide to the Union other information as available or accessible. The Union shall have the right to mail materials to the home address of Providers. For Providers whose telephone number is also that of a Consumer, the Union agrees that calls will not be made to the Provider when the Consumer is receiving care.

### **Section 4.2 Bulletin Boards**

The Union shall be allowed use of a designated bulletin board within the offices of the Public Authority for communications having to do with official organization business, such as times and places of meetings provided such use does not interfere with the needs of the Public Authority.

### **Section 4.3 Provider Orientations**

The Public Authority will provide the Union with a quarterly calendar of New Provider Orientations 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 provided thirty (30) minutes at the beginning of the orientation time to talk with 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. Prior to each orientation the State has agreed to provide the Union with names, addresses, home telephone numbers, personal cellular telephone numbers and personal email addresses of all providers who have signed up to attend the IHSS orientation. If the State is unable to provide this information the Public Authority will make every effort to provide the required information to the Union.

In the event that the Union is unable to attend a Provider orientation, the Public Authority shall inform Providers that they are represented by the Union and will make available Union authorization forms and related printed Union information provided by the Union.

### **Section 4.4 Union Access/Home Visits**

Union representatives shall not conduct Union business, including business related to enforcement of this agreement, nor make visits to Providers at the homes of Consumers unless the Provider and the applicable Consumer share the same residence, in which case the Union may only contact the Provider. Solicitation for membership or other internal Union business shall be conducted only during the non-duty hours of all Providers.

Should a Union representative inadvertently visit a consumer's home, having been given the consumer's address as that of the Provider, the Union representative shall discontinue the visit until the procedures above are followed.

Under no circumstances shall any picketing, demonstrations or other like activity be conducted at the residence of a Consumer.

#### **Section 4.5 Stewards**

The Union will give the Public Authority a list of all stewards and alternate stewards twice per year. In accordance with the employer-employee relations policy, Section XVI, stewards shall be provided reasonable release time for meetings falling within the scope of representation. Such paid release time shall not exceed a total of three hours per person in any month, shall not exceed three providers total per month, and shall not interfere with the provision of services to Consumers. The Union shall submit a written request to the Public Authority for paid release time for a particular steward(s) at least two (2) working days prior to the meeting whenever possible. The Public Authority shall compensate up to three (3) Providers for eight (8) hours at their regular hourly rate for scheduled bargaining sessions. Payment will also be made if the Public Authority cancels a scheduled session with less than three business days' notice.

#### **ARTICLE 5. REGISTRY**

Consumers have the right to seek Providers from any source, including but not limited to referrals from the Registry. The Public Authority reserves the right to recruit Providers for the Registry from any source. The Public Authority reserves the right to deny an application to be listed on the Registry if the applicant does not comply with the Registry application requirements and/or the Registry application process/procedure or who has a past criminal record or work history which the Public Authority determines would make them inappropriate for the Registry. The Public Authority has the discretion to not include Providers on the Registry. The Public Authority does not have the power to preclude Providers from IHSS employment.

Registry referrals shall be handled in the following manner:

1. Should the Consumer request a specific Provider who is listed on the registry, only that individual's name will be referred;
2. Only names that meet the Consumer's needs/criteria will be referred;
3. For registry referrals, seniority shall be defined as the most recent date of being registered at the Public Authority registry;
4. If the registry is utilized, and if the Consumer does not specifically request an individual from the registry, the registry will be screened to identify providers who meet the Consumer's needs/criteria and a referral list shall be created. Referral lists shall have a minimum of three (3) and a maximum of ten (10) names, except in cases where fewer than three (3) individuals on the registry meet the Consumer's needs/criteria. Only names that meet the Consumer's needs/criteria will be referred. If there are more than ten (10) Providers on the registry list who meet the Consumer's needs/criteria, only the ten (10) most senior names, as defined above, will be referred.
5. The registry shall furnish the Union, through the Public Authority, a quarterly list of all Providers on the Registry, including contact information. This list(s) will not identify the Consumers to whom the Providers were referred.

## **ARTICLE 6. REGISTRY PROVIDER REVIEW PROCESS**

The Public Authority shall have the right to remove a Provider from the registry for just cause, by notifying the Provider in writing, with a copy to the Union. No information identifying a Consumer will appear on the Union's copy. If the removal is due to any of the following reasons, the Provider may only appeal the removal to the Public Authority Advisory Committee. Any such appeal to the Advisory Committee will be heard by a subcommittee and the Provider may be represented by the Union. The subcommittee shall issue its decision in writing no more than thirty (30) work days after the hearing and shall send a copy to the Union if the Provider is represented by the Union at the hearing.

- Abuse (financial, emotional, physical, sexual, or neglect)
- Theft
- Misrepresentation (for example, providing false information on an application, timecard, or other document)
- Unauthorized disclosure of confidential information
- Being under the influence of or use or possession of alcohol or illegal substances while on duty
- Absence from or leaving the job without notice
- Possession of a firearm or other dangerous weapon while on duty
- Knowingly putting the Consumer in jeopardy
- Conviction of or arrest pending trial for a crime which indicates unfitness for the job or which raises a threat to the safety or well-being of the Consumer

If the removal is due to other reasons, or if the Provider alleges a violation of this Memorandum of Understanding, the Provider may appeal through the three-step review process described below and may be represented by the Union in this process.

***Step 1 - Program Director*** The Provider and the Steward will send a written complaint to the Program Director. The complaint must be made within ten (10) working days of the event leading to the complaint or of when the Provider should have been reasonably aware of the event or circumstances giving rise to the complaint and must contain the following:

1. A complete statement of the complaint and the facts upon which it is based;
2. The article(s) or section(s) of the MOU that the Provider or Union alleges have been violated; and
3. The remedy or correction sought.

Complaints failing to contain the above shall not be eligible to be referred beyond Step 1. Upon receipt of the written notification, the parties shall meet within ten (10) working days or at a time mutually agreed to by the parties. This meeting will be attended by a Union representative and/or Union steward, the Provider filing the complaint, and the IHSS Program Director or their designee. The Program Director will respond to the complaint in writing within fifteen (15) working days after the Step 1 meeting.

**Step 2** - If the complaint is not resolved at Step 1, either party may call for a Step 2 meeting. This meeting shall be held within ten (10) working days of the request or at a time mutually agreed to by the parties. This meeting will be attended by a Union representative and/or Union steward, the Provider filing the complaint, the IHSS Program Director, and the Director of Aging and Adult Services or their designee. The Director will respond to the complaint in writing within fifteen (15) working days after the Step 2 meeting.

**Step 3** - If the matter is not settled at Step 2, either party may, within fifteen (15) working days, submit it to advisory mediation to attempt to resolve the issue. The parties agree to use the Peninsula Conflict Resolution Center for such advisory mediation. The parties will attempt to secure such mediation services at no charge. If there is a charge, the parties agree that any charge will be shared equally by the Union and the Public Authority. Each party, however, shall bear the costs of its own presentation, including preparation and post-mediation briefs, if any.

## **ARTICLE 7. NO STRIKE-NO LOCKOUT**

During the term of the agreement, the Union, its members and representatives agree not to engage in, authorize, sanction or support any strike, slowdown, stoppage of work, curtailment of production, or refusal to perform customary duties, during the term of this agreement or when there is no agreement in place. The Union, its members and representatives further agree not to engage in job action for the purpose of effecting changes in the directives or decisions of management of the Public Authority, nor to effect a change of personnel or operations of management or of workers not covered by this MOU either during the term of this agreement or when there is no agreement in place. The Public Authority agrees not to lock out members during the term of this agreement or when there is no agreement in place. In the event that any dispute arises at the end of the agreement, the Public Authority and the Union shall follow the provisions of Section XIII of the Employer-Employee Relations Policy.

## **ARTICLE 8. PUBLIC AUTHORITY RIGHTS**

Unless otherwise expressly specified in this agreement, the Public Authority retains the exclusive right to determine the methods, means and personnel by which its operations are to be conducted; to determine the mission of its governing body, constituent departments, committees, and other related work groups; to add or delete names of Providers to and from the registry; and to take all necessary actions to carry out its mission in emergencies.

## **ARTICLE 9. NON-DISCRIMINATION**

Neither the Public Authority nor the Union shall discriminate for any purpose by reason of race, creed, color, national origin, sex, sexual orientation, gender identity, genetic information, gender expression, ancestry, disability, military or veteran status, age, legitimate union activities, or other legally protected classification. To the extent prohibited by applicable state and federal law, there shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from adequately performing the essential duties of the position. The parties will encourage Consumers to refrain from discrimination as described in this article.

## **ARTICLE 10. CONSUMER RIGHTS**

### **Section 10.1 Right to Direct Work**

The parties reaffirm that under the statute and ordinance establishing the Public Authority, IHSS Consumers have the sole and undisputed right to:

- a) Hire Providers of their choice, with full disclosure of relevant information on registry referrals according to IHSS regulations;
- b) Remove Providers from their service at will and without appeal;

- c) Determine in advance and under all circumstances who may or may not enter their homes; and
- d) Manage, supervise, and direct the Providers assisting them.

The Public Authority will provide assistance, as possible, to Providers who are subject to mistreatment by Consumers.

### **Section 10.2 Consumer 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 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.

## **ARTICLE 11. TRAINING**

### **Section 11.1**

The Public Authority shall seek and give full consideration to the Union's input for the purpose of developing and implementing training programs for Providers. Training materials and the curriculum will be developed in conjunction with the Public Authority Advisory Committee, giving full consideration to the Union's input.

The Public Authority will notify IHSS Providers of available training sessions. Notice of such training sessions shall be sent to the Union at the same time as the IHSS Providers. Training sessions will be held in locations throughout San Mateo County as available, and/or via remote technology. Authority provided training will be voluntary and without pay and will be at no cost to IHSS Providers.

The Public Authority will provide eight (8) training sessions annually.

Topics to be covered may include but are not limited to: basic personal care, body mechanics, first aid, CPR, trainings specific to particular diseases such as diabetes and Alzheimer's disease, communication skills, dealing with difficult clients, death and dying, etc.

All such trainings will have Spanish and/or Chinese translation available upon request at the time of registration. Effort will be made by both the Public Authority and the Union to encourage providers to request translation services if necessary.

### **Section 11.2 Job Development/Life Enhancement Fund**

A Job Development/Life Enhancement Fund shall be established in the amount of \$5,000 annually. Any remaining funds (up to a maximum of \$5,000) shall be rolled over into the next contract year provided that the total amount in the fund shall not exceed \$15,000. Providers shall be reimbursed from this fund up to \$400.00 annually to attend programs of education and training, including the cost of course books which enhance the effectiveness of the Provider and/or provide value to the care of the Consumer under the following conditions:

1. The program must be done in an off-duty status;
2. The Provider must both begin and successfully complete the course while employed by a Consumer or while actively on the Registry;



3. The Provider must submit an application on a form provided by the Public Authority to the Public Authority listing the name of the program and the dates of attendance prior to enrolling in the program. This application form must be submitted no less than thirty (30) calendar days prior to the beginning date of the course or program. The Public Authority will review the application and notify the Provider, within ten (10) working days following receipt of the application, of approval or disapproval, including reason for disapproval. The Public Authority shall forward to the Union, on a monthly basis, a list of all Job Development Reimbursement Forms received so the parties can monitor the types of training requested;
4. Upon completion of the program, the Provider must submit to the Public Authority a request for reimbursement accompanied by a copy of the school grade report or a certificate of successful completion; and
5. Should the amount dedicated to the Job Development Fund be exhausted in any given year, further applications will not be accepted that year. For purposes of this Section 11.2, a year shall be considered the period of July 1 through June 30.

## **ARTICLE 12. WAGES**

### **Section 12.1**

Contingent upon the State and Federal governments' agreements to participate in funding wage and benefit increases the Provider Base Wage shall be the State or Federal minimum wage, whichever is highest.

- Effective April 1, 2018, the Public Authority implemented a supplement to the Base Wage of an additional one dollar and twenty-five cents (\$1.25) per hour.
- Effective as soon as practicable, the Public Authority will submit the appropriate request to the State to implement an additional Wage Supplement rate of one dollar and forty-five cents (\$1.45) to be added to the current \$1.25 Wage Supplement. It is understood that this additional supplemental rate must be agreed upon and approved by both the Board of Supervisors acting as the Public Authority and the State and put into place no sooner than April 2021 and no later than December 2021.

The amount of \$2.70 becomes the combined Wage Supplement rate applied to the then current minimum wage.

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 (20) calendar day 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 12.2 Additional Funding**

It is understood that the Union actively and aggressively fights and wins funding for IHSS. Should any extra funding be secured for the IHSS Program, the Union and the Public Authority will meet thirty (30) days after its approval to discuss the funding appropriations.

## **ARTICLE 13. BENEFITS**

### **Section 13.1 Transportation**

The Public Authority shall reimburse up to one hundred twenty-five (125) Providers up to fifty dollars (\$50) each month for the cost of maintaining a “Clipper” transportation card as follows:

1. The Provider must be actively working to be entitled to reimbursement.
2. Reimbursement will be available for the cost of purchasing the card (one time) as well as value or transit passes applied to the card.
3. Providers are required to submit receipts with a Reimbursement form to the Public Authority each month.
4. The first one hundred twenty-five (125) eligible Providers who submit a claim each month will receive reimbursement.

### **Section 13.2 Health, Dental and Vision Insurance Benefits**

Effective upon ratification of this agreement and approval by the Public Authority and the State, the Public Authority will fund up to 1200 (one thousand, two hundred) healthcare slots. The Public Authority will fund up to 2200 dental and vision slots.

These benefits shall be offered to Providers who work at least 35 hours per month for two consecutive months and are limited to employee only coverage (no dependent coverage). Providers who are enrolled in the Health Plan of San Mateo shall pay \$20.00 per month toward the monthly premium and Providers who are enrolled in Dental and Vision Benefits shall pay \$5.00 per month toward the monthly premium. In the event of an increase in premium, the parties will meet and confer to discuss potential reallocation of funds available for benefits within the County share.

The number of hours worked per month is determined by the “Provider Hours Paid for Month Report” from EDS, or a similar report agreed to by the Public Authority and the Union. This report covers a one month period. To ensure that there is no break in eligibility for benefits, time cards are to be submitted no later than five (5) working days after the end of the pay period.

## **ARTICLE 14. SICK LEAVE**

The Public Authority will comply with California Labor Code Section 246, regarding sick leave.

## **ARTICLE 15. ADVANCE NOTICE**

Except in cases of emergency as provided below in this subsection, the Union, if affected, shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the Public Authority and shall be given the opportunity to meet with appropriate management representatives prior to adoption.

In cases of emergency when the foregoing procedure is not practical or in the best public interest, the Public Authority may adopt or put into practice immediately such measures as are required. At the earliest practicable date thereafter the Union shall be provided with the notice described in the preceding paragraph and be given an opportunity to meet with the appropriate management representatives.

## **ARTICLE 16. SEPARABILITY OF PROVISIONS**

In the event that any provision of this agreement is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the agreement shall be null and void but such nullification shall not affect any other provisions of this agreement, all of which other provisions shall remain in full force and effect.

**ARTICLE 17. PAST PRACTICES**

Continuance of working conditions and practices not specifically authorized by resolution of the Public Authority is not guaranteed by this agreement.

**ARTICLE 18. LABOR MANAGEMENT COMMITTEE**

A joint committee consisting of representatives from the Union and the Public Authority shall meet on a quarterly basis for the purpose of discussing issues of mutual concern and interest including any concerns with Provider health and safety. Each party shall have up to five (5) members. The Union or the Public Authority may add or cancel joint labor-management committee meetings by mutual agreement.

**ARTICLE 19. PERSONAL PROTECTIVE EQUIPMENT (PPE)**

If funding for PPE is made available during the term of this agreement, to the extent allowable by the terms of the funding, the Public Authority and the Union will meet and confer on how that funding would be used to supply Providers with PPE for the purpose of delivering care to Consumers. Such PPE may include, but not be limited to, gloves and masks.

**ARTICLE 20. TERM**

This agreement and all of its provisions shall become effective upon ratification by the Union membership and adoption by the Public Authority and approval of the State and shall remain in full force and effect until December 31, 2023 unless either party hereto serves notice on the other to amend or terminate the agreement as provided herein.

Dated: December 17, 2020

For SEIU Local 2015,

For San Mateo IHSS Public Authority,

\_\_\_\_\_  
Guadalupe Martinez

\_\_\_\_\_  
Louise Rogers, Chief, Health System

\_\_\_\_\_  
Arnulfo De La Cruz

\_\_\_\_\_  
Lisa Mancini, Director, Aging & Adult Services

SEIU, Local 2015:  
Calvin Johnson  
Isis Vasquez  
Damaris Ellington  
Dolores Clemente  
Marvin Hendrix  
Takiyah Smith

\_\_\_\_\_  
Katy Roberts, Employee Relations