

# AGREEMENT

*between*



**Monterey County IHSS  
Public Authority**

*and*

**SEIU Local 2015**



**July 1, 2018 – February 28, 2021**

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# **AGREEMENT**

*between*

**Monterey County Public Authority for In-Home Supportive Services**

*and*

**SEIU Local 2015**

THIS AGREEMENT, is entered into by and between the Monterey County Public Authority for In-Home Supportive Services, hereafter designated as the "Public Authority", and SEIU Local 2015, hereafter designated as the "Union" and is effective from July 1, 2018 to and including February 28, 2021.

## **ARTICLE 1. PREAMBLE**

This Agreement formalizes the unique employer-employee relationship defined in law between the Public Authority and the Union and, as such, includes provisions not usually addressed in such Agreements. The Public Authority does not employ or manage the IHSS Provider workforce in the role of a traditional employer. For the purpose and duration of this Agreement, the Monterey County In-Home Supportive Services Public Authority is the employer of record as provided for in State law.

## **ARTICLE 2. RECOGNITION**

The Public Authority recognizes the Union as the exclusive representative of IHSS Individual Providers in Monterey County, referred to below as "Providers." This Agreement does not apply to the administrative and operational staff of the Public Authority.

## **ARTICLE 3. NON-DISCRIMINATION**

Neither the Public Authority nor the Union shall discriminate by reason of race, religious creed, color, national origin, sex, sexual orientation, gender identity, genetic information, age or legitimate Union activities. 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 conform to non-discriminatory practices.

## **ARTICLE 4. CONSUMER RIGHTS**

### **4.1 Consumer's Right to Hire**

Consumers have the sole and undisputed right to hire and remove any Provider without cause.

Consumers direct the services rendered by a Provider as set forth in the *State of California Welfare and Institutions Code*.

### **4.2 Consumer's Confidentiality-Right to Privacy**

The Union shall neither seek nor receive information regarding the name, address, telephone number or any other personal information about Consumers obtained by Providers during the course of their work. Any information received pertaining to Consumers by the Union shall be handled with strict standards of confidentiality.

## **ARTICLE 5. PUBLIC AUTHORITY RIGHTS**

Unless otherwise expressly specified in this Agreement, the Public Authority retains 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, 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 6. UNION RIGHTS**

### **6.1 Representation**

The Union has the right to represent Providers in the bargaining unit as specified by state law and pursuant to the Public Authority Employer-Employee Relations Ordinance. The Union will notify the Public Authority of the staff assigned to represent Providers and maintain such notice during the term of this Agreement.

The Union may select Providers, in addition to its staff members, to

participate in the meet and confer process for a successor Agreement or for any formal meet and confer process during the term of this Agreement.

## **6.2 List and Information**

In the event that relevant bargaining unit information is not included in the monthly state payroll list (CMIPS II) provided to the Union and is available to the Public Authority, upon request of the Union, the Public Authority shall provide the Union with the requested information. The information shall be provided in an agreed upon format as soon as administratively possible.

The Union shall defend, indemnify, save, protect and hold harmless the Public Authority, its Board, 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 Provider bargaining unit information, including names, social security numbers, addresses and phone numbers. The Public Authority's right to be defended, indemnified, saved, protected and held harmless hereunder shall be unaffected by the concurrent negligence of the Public Authority or any other person, and this right shall survive the expiration date of this Agreement.

## **6.3 Bulletin Boards**

The Public Authority will furnish for the use of the Union, a bulletin board at the Public Authority office. The bulletin board space shall be used only for the following subjects:

1. Union recreational, social and related news bulletins and scheduled meetings;
2. Information concerning Union elections or the results thereof; and
3. Reports of official business of the Union including reports of committees of the Union's Board of Directors.

All materials shall clearly state that they are prepared and authorized by the Union. The Union agrees that notices posted on the bulletin

board shall not contain anything, which may reasonably be construed as maligning the Public Authority, its staff, representatives, or Board.

At such time as the Public Authority has in place a digital web site, the parties will meet and discuss what, if any, space or links may be appropriate and any associated costs.

#### **6.4 Union Access – Home Visits**

Except as provided below, Union Representatives shall not conduct Union business, including business related to enforcement of this Agreement, at the home of the Consumer.

In those instances when a Provider and a Consumer live in the same residence and the Union representative and the Provider wish to meet at that residence, the Consumer and the Provider shall be responsible for determining whether the Union representative may enter the residence. The Provider's time spent in any such meeting shall not be counted as work time.

#### **6.5 Advance Notice**

Except in cases of emergency as provided below in this subsection, the Union, if affected, shall be given advance written notice of any ordinance, resolution, rules or regulations 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. The Public Authority will email a complete Board packet to the Union no less than seventy two (72) hours prior to a Public Authority Board meeting at an email address provided by the Union.

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 to discuss the change.

## **ARTICLE 7. UNION MEMBERSHIP AND DUES DEDUCTION**

### **7.1 Notice**

Any Provider subject to this Agreement shall be notified that the Public Authority has an Agreement with the Union regarding wages, benefits and other terms and conditions of employment.

A blank membership form and written notice of the Agreement shall be provided by the Union to the Public Authority and shall be included in the Providers' materials distributed to each new Provider during the Provider's orientation. Providers shall return authorization forms to the Union.

### **7.2 Payroll Deduction and Payover**

The Union shall instruct the State to commence and continue a monthly payroll deduction of Union dues from the regular pay warrants of Providers authorizing such deduction. The Union shall instruct the State of the dollar amount to deduct for Union dues or other authorized Union deductions, including voluntary COPE contributions, specifying the purpose(s) of the deduction. The State shall continue to make such deductions as instructed for so long as the Union provides such instruction.

The Provider's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues or other deductions that have been check off authorized. 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 other legal and required deductions (including health care deductions) have priority over Union dues or other authorized Union deductions.

The Public Authority shall instruct the State to deduct premiums for approved voluntary insurance programs offered by the Union from Providers' pay in conformity with State regulations. Upon request by the Union, the Public Authority will assist the Union in efforts to resolve payroll deduction issues.

### **7.3 Hold Harmless Provision**

The Union shall defend, indemnify, and hold harmless Monterey County and the Monterey County In-Home Supportive Services Public Authority, its Board, directors, officers and employees from any and all claims, demands, suits or any other action arising from this Article, including from the Public Authority's compliance with any Union requests made pursuant to its efforts to collect dues and/or fees, and this duty shall survive the expiration of this Agreement.

At any time the State Controller or the Department of Social Services makes any changes to the dues deduction or IHSS payroll systems that directly impact this system, the Public Authority shall meet and confer regarding the impact of the changes.

## **ARTICLE 8. NO STRIKE/NO LOCKOUT**

During the term of this Agreement, the Union, its members and representatives, agree not to engage in, authorize, sanction or support any strike, slowdown, stoppage of work, or refusal to perform customary duties. The Public Authority agrees not to lock out members during the term of this Agreement.

## **ARTICLE 9. REGISTRY SERVICES**

### **9.1 Provider Registry**

In accordance with the Welfare and Institutions Code, Section 12301.6, the Public Authority shall operate a registry for the purpose of assisting Consumers in finding Providers. 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. Providers are not required to enroll in the registry and may seek employment independently of Public Authority registry referrals.

### **9.2 Exclusion from the Registry**

The Public Authority reserves the right to preclude an applicant from being 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



that the Public Authority determines would make them ineligible for registry enrollment. The Public Authority has the discretion not to include Providers on the registry. The Public Authority does not have the power to preclude Providers from IHSS employment, except as may be provided in the Welfare and Institutions Code.

During the term of this Agreement, the Public Authority will work with the Union to institute measures that will enhance the Providers' opportunities to be matched with Consumers.

Upon request and no more than once per quarter, the Union will be provided lists of active registry enrollees, and of Providers who have been removed from the registry for violations of registry policies or procedures. Such lists shall include the Providers' names, addresses, phone numbers, and if available, email addresses.

### **9.3 Registry Referrals**

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. If the Consumer does not request a specific Provider, the Registry shall generate a list of Providers who are active on the Registry and who meet the Consumer's needs/criteria. Referral lists shall have a minimum of three (3) and a maximum of six (6) names, except in cases where fewer than three (3) Providers meet the Consumer's needs/criteria. Criteria may include but are not limited to:
  - Authorized services
  - Geographic location
  - Language
  - Ability to provide transportation
  - Willingness to work in the Consumer's environment (for example: smokers, pets)
  - Gender, if so requested
3. No Providers who have been referred to the Consumer in the past will be included on the new referral list unless specifically requested by the Consumer.

4. Providers who meet the Consumer's needs/criteria will be given priority for inclusion on the referral list if they have contacted the Public Authority within the last two months to confirm their availability.

#### **9.4 Emergency Registry Services**

During the term of this Agreement, the parties will explore options by which the Registry can provide opportunities for Providers to make themselves available for emergency Consumer services.

### **ARTICLE 10. APPEAL OF SUSPENSION OR REMOVAL FROM REGISTRY**

#### **10.1 Registry Actions**

The Public Authority Registry retains the exclusive right to list, refer, suspend or remove a Provider from the Registry, in accordance with Registry policies and procedures. Suspension or removal from the Registry does not preclude a Provider from securing work as an IHSS Independent Provider.

An appeal of suspension or removal from the registry may only be made by a Provider who has been on the Registry for more than four (4) consecutive months.

#### **10.2 Registry Appeal Process**

A. The Public Authority will give written notice to any Provider who is suspended or removed from the Registry. Such notice shall inform the Provider of the reason(s) for the suspension or removal and of their right to file an appeal within ten (10) business days of the Providers' receipt of the certified letter notifying them of their suspension or removal and their right to Union representation, including contact information for the Union.

B. The Provider, or the Union on their behalf, may file an appeal to the Public Authority Director after being notified of their suspension or removal from the Registry, provided such appeal is made within ten (10) business days from receipt of notice of the suspension or removal.

C. The Public Authority Director will schedule a meeting with the Provider within ten (10) business days of receipt of the appeal. The Provider may be represented by a Union representative. Upon request, the Provider shall be given a copy of pertinent documentation supporting the suspension or removal. The Provider shall present relevant documentation supporting their appeal at the meeting. The Director will provide a final decision in writing within ten (10) business days of the appeal meeting.

### **10.3 Registry Appeals Review Board**

If the Provider receives an unfavorable review from the Public Authority Director, the Provider may appeal the decision within ten (10) business days of the date on which the Provider received the decision. Only a removal from the registry may be appealed to the Registry Appeals Review Board. A review by the Registry Appeals Review Board will be scheduled within fourteen (14) business days of the receipt of the appeal unless extended by mutual agreement of the parties. Should the cause of removal require an investigation by a third party, the appeal shall be held within ten (10) business days of the findings of that investigation.

The Registry Appeals Review Board shall consist of a three-member panel. One (1) member shall be the Department of Social Services Director or their designee; one (1) member shall be selected by the Union and the third member shall be a member of the In-Home Supportive Services Advisory Committee who is not a Provider nor a County employee and who shall be selected by mutual agreement of the parties.

Prior to participating on the Registry Appeals Review Board, the neutral third party shall meet with the Public Authority and Union representatives to review the operating guidelines and sign the confidentiality agreement.

There shall be no transcripts or written record of the review other than that provided by the members of the Registry Appeals Review Board. The Registry Appeals Review Board may elect to establish its own standards and procedures for its reviews.

Immediately at the completion of the review, the Registry Appeals

Review Board shall provide a written decision that shall reflect the findings of the majority of the Registry Appeals Review Board. The decision shall be limited to the following options:

- Uphold the removal of the Provider from the registry;
- Immediate reinstatement of the Provider to the registry; or
- Change the removal of the Provider to a suspension of no more than six (6) months

The decision of the Registry Appeals Review Board shall be final and binding.

#### **10. 4 Reinstatement to the Registry**

A Provider removed from the registry may re-apply after a period of two (2) years from the date of the removal except that Providers removed for major offenses, in accordance with Registry policies, will not be eligible to reapply.

Because of the unique character of the IHSS program, it is agreed that there can be no right or calculation or award of lost hours for a Provider.

#### **10.5 Minor Offenses**

Should a Provider disagree with a first minor offense complaint, the Provider may, within ten (10) business days of receipt of the complaint, file a written response, which will be attached to the complaint in the Provider's file.

### **ARTICLE 11. GRIEVANCE PROCEDURE AND ARBITRATION**

A grievance is any complaint concerning the interpretation or application of this Agreement or the policies, rules and procedures of the Registry. All grievances shall be taken up in the following manner: Prior to filing a grievance, the Public Authority and the Union will attempt whenever possible to resolve problems informally and not resort to the grievance procedure.

**STEP 1.** (Required) The employee and/or the Union representative (organizer or Union Steward) shall confer with the designated Public Authority representative and attempt to settle the matter.

**STEP 2.** (Required) If the grievance is not settled at STEP 1, it shall be set forth in writing by the Union and submitted to the Public Authority within forty-five (45) business days of the alleged violation. The Public Authority shall meet with the grievant and their Union representative and provide written response to the Union within ten (10) business days of its receipt of the written grievance.

**STEP 3.** (Optional) If the matter is not settled at STEP 2, either party may propose to submit it to State Mediation and Conciliation Service (SMCS) mediation to attempt to resolve the issue within thirty (30) business days. The Public Authority and the Union may, by mutual agreement, choose a SMCS mediator other than one assigned by SMCS.

**STEP 4.** If the grievance is not settled in STEP 2 or 3, it may be referred by the Union to arbitration. The Arbitrator shall be mutually agreed upon by the parties or, upon failure to agree upon an arbitrator after fifteen (15) business days of the Union's request for arbitration, shall be selected from a panel submitted by SMCS. The award of the Arbitrator shall be final and binding on the parties. The parties shall each pay one half of the costs of arbitration, including the fees of the Arbitrator and the proceeding itself, but not including compensation of costs of representation, advocacy, or witnesses for either party. Unless agreed to by the parties, the cost of the court reporter shall be borne by the party desiring such service. The Arbitrator shall have no power to add to, subtract from, or change any of the terms or provisions of this Agreement.

## **ARTICLE 12. TRAINING AND EDUCATION**

### **12.1 Joint Committee on Training and Education**

The Union and the Public Authority agree to joint efforts to provide training for Providers that enrich their home care knowledge and skills. Both parties shall seek and give full consideration to the other's input for developing and implementing training opportunities for Providers. The Joint Committee on Training and Education shall meet as needed to identify the training needs and priorities. Both parties will seek the

best available means of meeting those needs. Funding decisions shall be at the sole discretion of the Public Authority. Upon request and with proper notice, the Public Authority shall allow the Union representative to attend and observe scheduled Provider training.

### **12.2 Training Funds**

During the term of this Agreement, the parties will seek funding sources for the purpose of paying a stipend to Providers when they attend Public Authority-sponsored training.

### **12.3 Provider Enrollment and Orientation**

The Monterey County Department of Social Services (DSS) conducts new Provider enrollment and orientation using the Registration Enrollment Video Appointment (“REVA”) on-line system followed by one-on-one interviews. The DSS also conducts group orientations for all new Providers following their one-on-one interviews. The group orientations complete the new Provider enrollment and orientation process. The DSS will provide the Union with an annual calendar of group orientations and will reserve up to thirty (30) minutes, which shall normally be scheduled at the beginning of each orientation, for the Union to make a presentation to Providers in attendance.

The DSS will provide the Union with no less than one week’s notice of any changes to the orientation schedule. Upon request and with proper notice, the Union may be allowed use of available audio visual equipment. The DSS will provide the Union with a copy of the orientation sign-in sheet, including Provider names and phone numbers.

In the event the Union is unable to attend a new Provider orientation, the DSS shall inform the Providers that they are represented by the Union and will distribute Union membership forms and related printed Union information provided by the Union.

### **12.4 Education Regarding Health Care Options**

The Public Authority will continue to provide information at new Provider orientations regarding eligibility for publicly funded medical insurance options.

## **ARTICLE 13. HEALTH AND SAFETY**

### **13.1 Safe Work Environment**

The Union and the Public Authority recognize the importance of a safe and healthy working environment for Providers. Providers should not work in a situation, which could threaten their health and safety. The Provider should report any unsafe or hazardous conditions immediately to the Public Authority.

If a Provider is injured on the job and reports the injury, the Public Authority will assist the provider in completing and processing the appropriate forms.

### **13.2 Protective Supplies**

Effective July 1, 2019, and at the beginning of each fiscal year thereafter, the Public Authority will provide a health and safety supplies fund in the amount of Five Thousand Dollars (\$5,000.00) for the purpose of purchasing and stocking protective supplies to be made available monthly to Providers upon request. Such supplies may include protective gloves, masks and/or antibacterial soap and wipes. The Public Authority shall have no obligation to reimburse Providers for purchase of supplies.

The Public Authority and the Union will also work cooperatively to identify, obtain and increase the available stock of supplies to be made available to Providers.

## **ARTICLE 14. WAGES and BENEFITS**

### **14.1 Available Funding**

Contingent upon on-going federal and state contribution levels, Provider wages shall be as follows:

### **14.2 Base Wage**

The Base Wage for Providers shall be twelve dollars and fifty cents (\$12.50) per hour or the State or Federal minimum wage, whichever is highest.

### **14.3 Wage Supplement**

A. Effective upon Union ratification, the Public Authority Board and

State approval and State implementation, the Public Authority will supplement the Base Wage by an additional one dollar (\$1.00) per hour.

B. Effective January 1, 2020, the Public Authority will increase the amount of the Wage Supplement by an additional twenty-nine cents (\$0.29) per hour for a total Wage Supplement of one dollar and twenty-nine cents (\$1.29) per hour.

#### **14.4 Rate Implementation**

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 as soon as administratively practicable after Public Authority adoption of this Agreement and subsequently with sufficient advance notice of each subsequent change to the Base Wage or Wage Supplement.

It is understood and agreed that the implementation of any change in rates may involve delays due to State approvals, or to State or County payroll issues, none of which are within the control of the Public Authority.

#### **14.5 Payroll/Timesheets**

The Public Authority will work with the Union to educate Providers on the most expedient processes to follow in order to resolve lost time sheets, late checks or other payroll issues.

### **ARTICLE 15. HEALTH BENEFITS**

#### **15.1 Health Benefit Funding**

The Public Authority shall make available Forty Four Cents (\$0.44) per hour multiplied by the number of paid IHSS hours each month to fund benefits for eligible Providers.

#### **15.2 Provider Health Benefit Premium Payment and Processing**

Providers eligible for and enrolling in the health benefits plan shall pay a co-premium of Fifteen Dollars (\$15.00) per month through payroll deduction. This co-premium shall be paid to the Public Authority.



Providers covered by the Health Benefits Plan are responsible for direct payment of their monthly co-premiums in situations when the co-premiums cannot be collected by payroll deductions.

### **15.3 Public Authority Premium Payments**

The Public Authority shall pay its full designated share (\$0.44 per hour multiplied by the number of paid IHSS hours each month in combined Federal/State/County funding) of health plan premium cost so long as there are adequate funds appropriated by the Public Authority and Public Authority Board to meet the requirement of the health plan, subject to any restriction from the health insurance plan administration.

### **15.4 Public Authority Premium Processing**

The Public Authority will forward the full amount of insurance premiums (Public Authority and Provider shares) to the health plan administrator no less than once each month.

### **15.5 Provider Initial Eligibility and Plan Enrollment**

In order to become eligible to participate in the health plan, a Provider must work three (3) consecutive months with a minimum of eighty (80) paid hours in each month or satisfy other criteria as established by the Health Plan Administrators. Benefit coverage begins the first day of the second month following the Provider's initial eligibility. In the event the Health Plan is at maximum enrollment, the Provider will be placed on a waiting list.

### **15.6 Provider Eligibility Determination**

The Public Authority shall determine Provider eligibility based on the report received from the State CMIPS system of Paid Provider hours for each month.

### **15.7 Eligibility Appeal**

A Provider may appeal the Public Authority's determination of ineligibility to the Public Authority Director. If the issue is not resolved at the Public Authority Director level, the Provider may appeal to the Health Benefits Plan Labor Management Committee as provided for in Section 15.13. The decision of the Health Benefits Plan Labor Management Committee is final and binding on the parties and the issue of eligibility is not subject to the grievance procedure.

### **15.8 Continuing Eligibility**

To remain eligible, a Provider must maintain at least eighty (80) paid hours per month. If the Provider's pay is below eighty (80) hours for one (1) month, the Provider must increase the number of paid hours to at least eighty (80) hours in the next month. If the paid hours requirement is not met, the Provider will be dropped from the plan.

### **15.9 Eligibility Protections for Hours Reduction**

If during the term of this Agreement, the State of California imposes an across-the-board reduction in hours for Providers that causes Providers to lose eligibility for health insurance, Providers who are enrolled in health insurance and who, if not for the imposition of cuts, would otherwise maintain eligibility, will not lose eligibility for insurance due to the cuts for the term of this Agreement or until the parties reach an alternative agreement, whichever is sooner. Providers not enrolled in health insurance at the time of the imposition of the hours cuts must meet all eligibility requirements for insurance.

The Public Authority's obligation to maintain Provider coverage under this provision shall not exceed the County's savings that would result from the across-the-board reduction. In the case that the savings derived from the hours reduction is insufficient to support the additional insurance costs, the Parties will meet to determine what coverage shall be provided.

### **15.10 Maximum Enrollment**

Maximum enrollment in the health plan will be limited to the maximum number of Providers for whom premiums can be paid within the funding appropriated by the Monterey County Board of Supervisors. The Public Authority shall review the amount of funding available for the health plan coverage no less than bi-annually in conjunction with the Monterey County Board of Supervisors' budget review as well as conduct monthly monitoring reviews and make permissible adjustments accordingly.

### **15.11 Benefits Waiting List**

If there is a waiting list for eligibility, Providers who become eligible will be added to the bottom of the waiting list. Providers who become ineligible for benefits while on the list will be removed from the list.

### **15.12 County Costs Contingency**

The parties agree that the funding for the Health Benefits Plan is subject to the terms and conditions established in the Wage and Benefit Sections of this Agreement.

### **15.13 Health Plan Review and Plan Modification**

The parties agree to hold Health Benefits Plan Labor-Management Committee meetings as necessary for the purpose of monitoring and assessing periodic modifications to the health insurance plan.

The Public Authority and the Union share a common goal of providing an affordable, accessible health insurance plan for Providers. The parties agree to meet and confer during the term of this Agreement for the purpose of evaluating the current plan as well as all other available options and selecting the best health plan that can be made available to the Providers with the available funding.

### **15.14 Sick Leave**

Providers are entitled to Paid Sick Leave in accordance with California State Labor Code provisions. Upon request by either party, the parties will meet and confer with regard to changes to implement sick leave.

## **ARTICLE 16. MAILINGS**

### **16.1 Union Mailings**

The Public Authority will consider requests by the Union for inclusion of official Union notices in Public Authority mailings to Providers. A copy of the Union notice requested for inclusion must be provided at least three (3) days in advance. The Public Authority shall determine if the requested inclusion is compatible with the Public Authority's mailing. The Union shall reimburse the Public Authority for any costs associated with the inclusion of the Union notices.

The Union will consider requests from the Public Authority to include educational or other pertinent information to Providers in email communications.

### **16.2 Provider and Consumer Notices**

The Public Authority shall provide the Union with copies of any mailing information sent out to the Providers and Consumers.

## **ARTICLE 17. LABOR-MANAGEMENT COMMITTEE**

The Parties agree to participate in regularly scheduled labor-management committee (“LMC”) meetings intended to promote open communication. Such LMC meetings shall be scheduled quarterly or more frequently by mutual agreement.

## **ARTICLE 18. OTHER SUPPORT SERVICES**

The Public Authority and the Union are committed to developing other support services for Providers, including:

- Transit Passes - in collaboration with the Union, the Public Authority will explore funding for Transit Passes for Providers with more than one (1) client.

## **ARTICLE 19. SCOPE/SEVERABILITY**

### **19.1 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.

### **19.2 Separability of Provisions**

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

If any portion of this Agreement is so held invalid or if compliance with any provision is restrained, the Public Authority is authorized to take immediate action to achieve compliance with the law, provided that the Public Authority shall give notice to the Union prior to such action and the Public Authority shall provide the Union with an opportunity to

meet and confer within thirty (30) days after any determination of invalidity or service of a restraining order, for the purpose of arriving at a mutually satisfactory replacement for such article or section.

**19.3 Employer of Record Contingency**

If, during the term of this Agreement, the legal requirement that counties provide for an employer of record for independent Providers is either eliminated or made optional to the counties, then the parties will meet and confer on the issue of continuing or discontinuing the employer of record status.

**Agreement**  
*between*  
**Monterey County Public Authority for  
In-Home Supportive Services  
and  
SEIU Local 2015**

FOR MONTEREY COUNTY PUBLIC  
AUTHORITY

  
Margaret Huffman, Deputy Director  
Aging & Adult Services

  
Becky Croner, Interim Finance Director

  
Emily Nicholl  
IHSS/PA Program Manager

  
Corrine Barrett, PA Supervisor

  
Fran Buchanan  
Negotiator

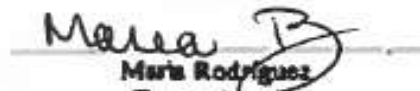
FOR SEIU LOCAL 2015

  
David Werlin, Chief Negotiator  
Statewide Bargaining Director

  
Mario Torres  
Team Member

  
Adriana DePeña  
Team Member


  
Karla Amaya  
Team Member

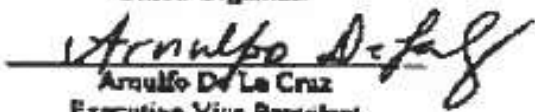
  
Maria Rodriguez  
Team Member

  
Gloria Barrera  
Team Member

  
Alicia Lestre  
Team Member

  
Vicki Jones  
Union Organizer

  
César Sánchez  
Union Organizer

  
Arnulfo De La Cruz  
Executive Vice President

2/4/19

Dated

2/1/2019

Dated

# APPENDIX A

## RECOGNITION of SEIU LOCAL 2015


The Monterey County In-Home Supportive Services Public Authority (“Public Authority”), SEIU ULTCW, Local 6434 (“ULTCW”) and SEIU Local 2015 (“Local 2015”) agree as follows:

1. For purposes of collective bargaining, Public Authority is the employer-of-record.
2. ULTCW was recognized by the Public Authority as the recognized employee organization for the In-Home Supportive Services providers employed by the Public Authority (“the Providers”) through and including June 1, 2015.
3. ULTCW and Local 2015 are both affiliates of the Service Employees International Union (“SEIU”).
4. On June 5, 2015, ULTCW notified the Public Authority that SEIU reorganized its California locals representing long-term care workers and such reorganization resulted in a change in representation for the Monterey County IHSS Provider Bargaining Unit from SEIU ULTCW to SEIU Local 2015. The bargaining unit formerly represented by ULTCW will be represented by Local 2015, effective immediately.
5. The Public Authority acknowledges notice of the change in the recognized employee organization for the Monterey County IHSS Provider Bargaining Unit.

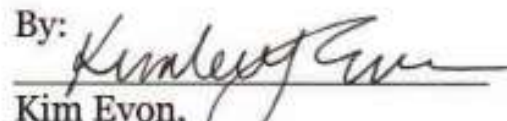
6. The Public Authority therefore, hereby recognizes SEIU Local 2015 as the recognized employee organization for the Providers.

MONTEREY COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY

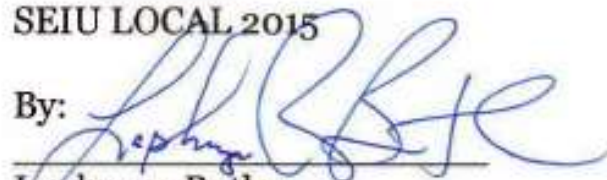
Dated August 17, 2015

By:   
Sam Trevino, Director,  
Public Authority

Dated August 17, 2015

SEIU ULTCW  
By:   
Kim Evon,  
Secretary-Treasurer  
SEIU ULTCW, Local 6434

Dated August 17, 2015

SEIU LOCAL 2015  
By:   
Laphonza Butler,  
Provisional President  
SEIU, Local 2015



**MONTEREY COUNTY IHSS PUBLIC AUTHORITY  
and  
SEIU LOCAL 2015**

**SIDE LETTER OF AGREEMENT REGARDING  
HEALTH BENEFITS**

**This Side Letter amends Article 15, Health Benefits of this Agreement.**

The parties acknowledge that during the negotiations that led to this Agreement, the Public Authority was notified by the Central California Alliance for Health ("CAAH") of a proposed increase in medical plan premiums to take effect July 1, 2019.

The proposed increase from \$353 per covered Provider per month to \$449 per covered Provider per month, represents a 27% increase above the current monthly premium costs.

The parties have agreed to meet and confer on the impact of premium increases by CCAH during the term of this Agreement. The Public Authority will notify SEIU 2015 within 30 days of notification received from CCAH proposing to increase premiums.

FOR THE UNION



David Werlin  
Statewide Bargaining Director

FOR THE PUBLIC AUTHORITY



Margaret Huffman  
Deputy Director, Aging and  
Adult Services

Dated 2/1/2019

Dated 2-4-19