



The Public Authority reserves the right to make adjustments to its proposal until the time that a total tentative agreement is reached.

MEMORANDUM OF UNDERSTANDING
BETWEEN
GLENN COUNTY IHSS PUBLIC AUTHORITY
AND
SEIU, LOCAL 2015

TBD

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ARTICLE 1 PREAMBLE AND AUTHORIZED AGENTS

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into by the Glenn County IHSS Public Authority (hereinafter referred to as "Public Authority") and the Service Employees International Union, SEIU Local 2015 hereinafter referred to as "Union") for wages, hours and terms and conditions of employment for persons in the Providers Unit referred to in Article 5 hereof, subject to the provisions of all required implementation procedures. This MOU shall be in compliance with the Employer-Employee Relations Resolution of the Public Authority except as otherwise provided in Sections 12300 and 12301.6 of the California Welfare and Institutions Code or other applicable laws. The Union and the Public Authority acknowledge that the relationship between the Public Authority and persons in the Individual Providers Unit, who are individual providers (hereinafter referred to as "Provider(s)"), is governed by state law, specifically Welfare and Institutions Code Section 12301.6, that this relationship is unique, and that the Public Authority does not employ or manage the Providers in the role of traditional employer and that the In-Home Supportive Services (IHSS) recipients (Consumers) remain the employer for the purposes of hiring, firing, training, and supervising the work of any Provider rendering services to them.

This MOU is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500 et seq. and Sections 12300 and 12301.6 of the California Welfare and Institutions Code, as amended), and has been jointly prepared by the parties.

For the purpose of administering the terms and provisions of this MOU and official notifications, the following Agents or designees have been identified:

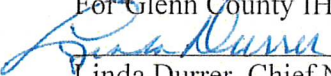
IHSS PA principal authorized agent shall be:

In-Home Supportive Services Public Authority
Governing Board
525 W Sycamore St
Willows, CA 95988
Telephone (530) 934-6400
Fax: (530) 934-6419

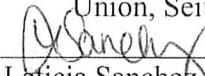
Union's principals authorized agent shall be:

SEIU Local 2015
Laticia Sanchez
Lead Organizer R6
373 Park Marina Circle
Redding, CA 96001
Telephone: (530) 355-2928

For Glenn County IHSS-PA

 Date 3/17/23
Linda Durrer, Chief Negotiator

Union, Seiu Local 2015

 Date 3/17/23
Laticia Sanchez, Chief Negotiator

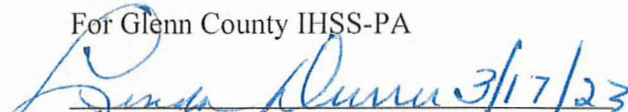
ARTICLE 2 MUTUAL RESPECT

The Public Authority and the Union agree that all Providers and personnel involved in the IHSS program, regardless of position, profession, or rank, will, at all times, interact with each other, consumers, and the public in a courteous and respectful manner

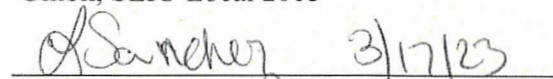
Alleged violations of this article may only be grieved to Step 3 of the grievance procedure described in Article 15.

Tentative Agreement

For Glenn County IHSS-PA


Linda Durrer, Chief Negotiator Date

Union, SEIU Local 2015


Laticia Sanchez, Chief Negotiator Date

ARTICLE 3 NO DISCRIMINATION/HARASMENT

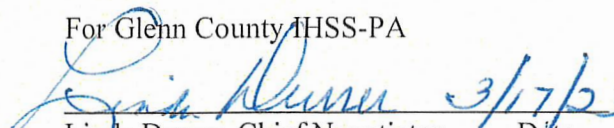
There shall be no discrimination against any Provider by the Public Authority or the Union because of sex, gender identity, race color, ethnicity, religious creed, national origin, age, medical condition, physical or mental disability status, sexual orientation, genetic information or because of participation or non-participation in Union activities.

Any allegation of discrimination or harassment between recipient and provider shall be reported to the IHSS department immediately.

Pursuant to AB 3082 and ACIN I-70-19, the IHSS department shall supply the consumer with educational materials about sexual harassment and the prevention thereof to be made available to Providers and Recipients of the In-Home Supportive Services program. The Department of Fair Employment and Housing (DFEH) is responsible for investigating and tracking reported allegations of sexual harassment in the IHSS program.

Tentative Agreement

For Glenn County IHSS-PA


Linda Durrer, Chief Negotiator 3/17/23 Date

Union, SEIU Local 2015


Laticia Sanchez, Chief Negotiator 3/17/23 Date

ARTICLE 4 PUBLIC AUTHORITY RIGHTS

Section 4.1 Public Authority Rights

Unless otherwise specified in this MOU, the Public Authority retains exclusive right to determine the merits, necessity or organization of any service or activity and to determine the methods, means and personnel by which its operations are to be conducted; to determine its mission; and, to take all necessary actions to prepare for and carry out its mission in emergencies.

Section 4.2 Liability of Public Authority

The Public Authority is an independent legal entity, separate and apart from the County of Glenn. The Public Authority has no power to bind the County to any contractual or legal obligations. Nor may the obligees of the Public Authority seek recourse against the County of Glenn for any financial or legal obligation of the Public Authority.

Section 4.3 Past Practices

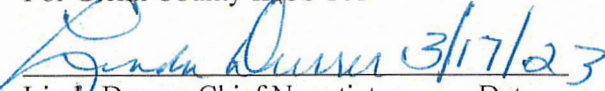
Continuance of working conditions and practices not specifically authorized by resolution of the Public Authority is not guaranteed by this MOU.

Section 4.4 Emergency

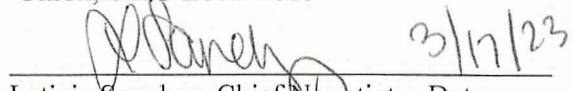
Nothing herein shall limit the authority of the Public Authority to make necessary changes to carry out its operations during an emergency. The Public Authority shall notify the Union of the nature of the emergency and of any necessary changes as soon as possible. "Emergency" is defined as an unforeseen event or financial condition caused by forces beyond the control of the Public Authority, involving a reasonable likelihood that harm would be experienced unless immediate action is taken. Emergency action under this Article shall not extend beyond the period of the emergency. The Union shall be notified as soon as the emergency is resolved.

Tentative Agreement

For Glenn County IHSS-PA


Linda Durrer, Chief Negotiator Date

Union, SEIU Local 2015

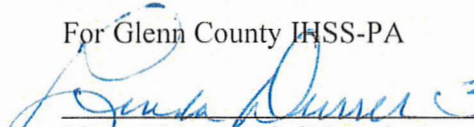

Laticia Sanchez, Chief Negotiator Date

ARTICLE 5 RECOGNITION

The Glenn County Public Authority has recognized the Service Employees International Union, SEIU Local 2015 as the exclusive representative of the In-Home Supportive Services and Waiver Personal Care Services (WPCS) Providers covered by this MOU.

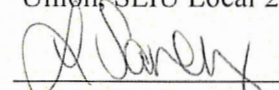
Tentative Agreement

For Glenn County IHSS-PA


Linda Durrer, Chief Negotiator


Date

Union, SEIU Local 2015


Laticia Sanchez, Chief Negotiator


Date

ARTICLE 6 UNION RIGHTS

Section 6.1 Payroll Deductions 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 who have authorized such deduction. The Union shall instruct the State of the dollar amount to deduct for Union dues or other authorized Union deductions, including voluntary CAF contributions, specifying the purpose(s) of the deduction. The State shall continue to make such deductions as instructed by the Union under the following terms and conditions:

1. When a Provider's earnings for a calendar month, after required federal and state deductions are made, are insufficient to cover the dues, no dues payment will be withheld for that calendar month. Further, no withholding will be made to cover that calendar month from future earnings.
2. When a Provider is in a non-paid status for an entire calendar month, no dues payment will be withheld for that calendar month. Further, no withholding will be made to cover that calendar month from future earnings.
3. All required federal and state deductions shall have priority over Union dues.

Section 6.2 Indemnity and Defense

The Union agrees to indemnify, defend and hold harmless the Public Authority and the County of Glenn against any and all claims, demands, suits or any other action, including costs of such suits and reasonable attorney's fees and/or other forms of liability arising from the implementation of the provisions of this Article.

Section 6.3 Bulletin Boards

The Public Authority will endeavor to furnish for the use of the Union a secure bulletin board at the Public Authority Registry office or other suitable site. The bulletin board space shall be used only for the following subjects:

1. Information concerning Union elections or the results thereof.
2. Reports of official business of the Union, including reports of committees of the Union's Executive Board.
3. Union recreational, social and related news bulletins and scheduled meetings. All materials shall clearly state that it is prepared and authorized by the Union. The Union agrees that notices posted on the bulletin board shall not contain anything that may reasonably be construed as maligning the Public Authority, its staff, Glenn County Representatives or the Board of Supervisors.

Section 6.4 Union Representatives

The Union shall notify the Public Authority Manager or his/her designee of the name, title, phone number and mailing address of its authorized representatives upon ratification of this MOU. The Union shall notify the Public Authority Manager or the Manager's designee of any changes to its authorized representatives within ten (10) calendar days of such change.

Section 6.5 Union Access to Public Authority Buildings

The Public Authority agrees to admit, to any of its offices, the authorized representative(s) of the Union for purposes of conducting legitimate, appropriate Union business related to enforcing and monitoring this MOU. The Union representatives shall provide the Public Authority Manager or his/her designee with prior notification, including the name and title of the Union Representatives who will be utilizing any office space to conduct Union business.

Section 6.6 New Provider Orientation

The Public Authority will ensure that the Union is provided with an annual calendar of new Provider orientations, indicating the location and primary language or languages of each new Provider orientation. The Public Authority will provide the Union with no less than ten (10) business days' notice of any changes to the orientation schedule. The union will be given thirty (30) minutes at the beginning of each orientation to talk to new Providers about the Union. The Public Authority will provide the Union with a list of the scheduled attendees and their identifying information prior to each new Provider orientation.

In the event that the union is unable to attend a group orientation, the Union will provide information packets for the Public Authority to distribute to the participants.

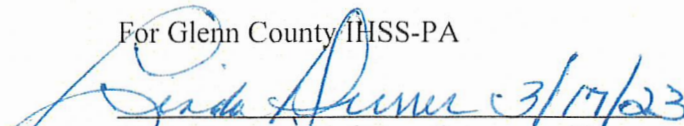
The Public Authority Manager may obtain the software program REVA to conduct online orientations as pursuant to SB 187 and 12301.24(1)(c). The Public Authority will still hold an in-person session.

Section 6.7 Advance Notice

The Union shall be given advance written notice of any ordinance, resolution, rules or regulations directly relating to matters within the scope of representations proposed to be adopted by the Public Authority or its Governing Board, and, except in an emergency, shall be given the opportunity to meet and confer with appropriate Public Authority representatives prior to adoption. In the event that the Public Authority must act on an emergency basis, the Union shall be notified of the action, and if the Union so requests, the Public Authority shall meet and confer with the Union as soon as is practicable.

Tentative Agreement

For Glenn County IHSS-PA


Linda Durrer, Chief Negotiator Date 3/17/23

Union, SEIU Local 2015


Laticia Sanchez, Chief Negotiator Date 3/17/23

ARTICLE 7 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.

The Public Authority retains the exclusive right to list, suspend, or remove a Provider from the Registry. The Public Authority retains the exclusive right to refer a Provider to a Consumer with or without comment.

Providers retain the right to decline employment by any Consumer and the right to seek employment through other sources of their choosing.

Section 7.1 Exclusion from the Registry Appeal Process

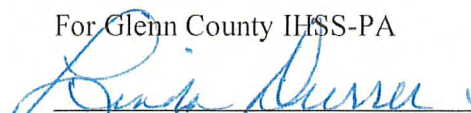
- A. The Public Authority shall give written notice to any Provider of the intent to exclude the provider from the Registry. Such notice shall inform the provider of the reasons for the intended exclusion and of his/her right to file an appeal within twenty (20) days pursuant to Sections B and C below, and his/her right to Union representation. A copy of the written notice shall be sent to the Union.
- B. The Provider may file an appeal after being notified of his/her exclusion from the Registry, provided such appeal is made within twenty (20) working days from service of notice of exclusion. The appeal must be in writing and state why the Provider believes the Public Authority's action was inappropriate.
- C. Appeal is made to the Public Authority Manager who will render a decision regarding the appeal. The Public Authority Manager shall mail the Provider and the Union written notification of his/her decision within thirty (30) days of the provider's appeal. The PA Managers decision shall be final.

Section 7.2 Removal from the Registry Appeal Process

- A. The Public Authority shall give written notice to any Provider who is removed from the Registry. Such notice shall inform the Provider of the reasons for the removal and of his/her right to file an appeal within twenty (20) days pursuant to Sections B and C below and his/her right to Union representation. A copy of the written notice shall be sent to the Union.
- B. The Provider may file an appeal after being notified of his/her removal from the Registry, provided such appeal is made within twenty (20) working days from the service of notice of the removal. The appeal must be in writing and state why the Provider believes the Public Authority's action was inappropriate.
- C. Appeal is made to the Public Authority Manager who shall render a decision regarding the appeal. The Public Authority Manager will mail the Provider and the Union written notification of his/her decision within thirty (30) days of receipt of the Provider's appeal. The PA Managers decision shall be final.

Tentative Agreement

For Glenn County IHSS-PA


Linda Durrer, Chief Negotiator

3/17/23
Date

Union, SEIU Local 2015


Laticia Sanchez, Chief Negotiator

3/17/23
Date

ARTICLE 8 CONSUMER RIGHTS AND CONFIDENTIALITY

Section 8.1 Consumer Rights

Consumers have the sole and undisputed right to hire, train, and supervise the work of any Provider and to terminate any Provider without cause and without notice. Consumers shall retain their right to direct services rendered by the Provider as set forth in the Welfare Institutions Code.

Section 8.2 Information Regarding Consumers

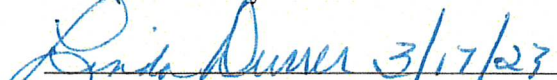
The Union shall neither seek nor receive information from the Public Authority regarding the name, address, telephone number, or any other personal information regarding Consumers. Union representatives and Providers shall maintain strict standards of confidentiality regarding Consumers and shall not disclose personal information pertaining to Consumers obtained from any source unless the disclosure is compelled by legal process or otherwise required by law. The consumer may consent to limited disclosure of information described herein and such consent may be withdrawn at any time and for any reason.

Section 8.3 Union Access/Home Visits

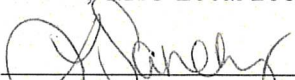
Union representatives shall not conduct Union business, including business related to enforcement of this MOU, at the home of a Consumer. However, Union representatives have the right to contact Providers at the addresses provided to them. In certain instances, the Union representatives may inadvertently visit a Consumer's home, having been given the Consumer's address as that of the Provider. Under such circumstances, the Union representatives may speak with the Provider only after explaining the purpose of the visit and after having received permission from both the Consumer and the Provider, either: (1) to make an appointment for a meeting at another location and/or time; or (2) to continue with a meeting. The time spent in any such meeting shall not be counted as work time for the Provider.

Tentative Agreement

For Glenn County IHSS-PA


Linda Durrer, Chief Negotiator Date

Union, SEIU Local 2015

 3/17/23
Laticia Sanchez, Chief Negotiator Date

ARTICLE 9 TRAINING

Consistent with California Welfare and Institutions Code Section 12301.6, the Public Authority will provide access to training for Providers and Consumers, provided adequate funding is made available to the Public Authority. Trainings shall be on the Provider's own time and not compensated by the Public Authority.

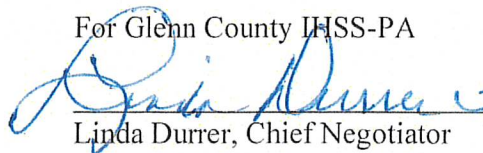
The Union may also develop and present training programs to assist Providers in their work on behalf of Consumers. Those choosing to attend such trainings shall do so on their own time. In addition, the Public Authority will distribute appropriate training material prepared by the Union and supplied to the Public Authority for its training classes.

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

The Public Authority will provide (2) CPR trainings annually, the Union will assist with urging providers to attend. Trainings shall be on the providers own time.

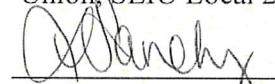
Tentative Agreement

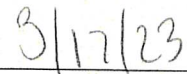
For Glenn County IHSS-PA


Linda Durrer, Chief Negotiator


Date

Union, SEIU Local 2015


Laticia Sanchez, Chief Negotiator


Date

ARTICLE 10 ENROLLMENT & PAYROLL ADMINISTRATION

Providers will be enrolled and receive their timesheets or be able to access the electronic timesheet system within thirty (30) calendar days after they submit their complete and accurate enrollment packet, after they have complied with all enrollment requirements and after all of their clearances are complete and approved.

The parties understand that the IHSS payroll system is administered by the State. The Public Authority and Union agree to work together in cooperation with the County and State, toward the goal of assuring that Providers receive their pay on a timely and accurate basis.

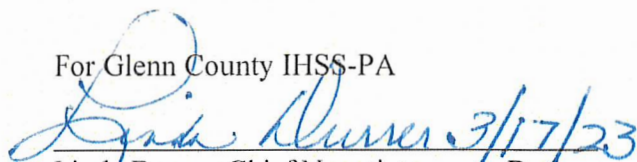
Payroll issues beyond the Public Authority's direct control are not subject to the grievance procedure.

The Public Authority shall provide all Providers with local access phone numbers to call for timely answers to payroll questions and resolutions to problems.

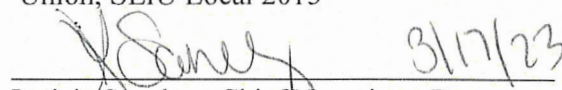
The Public Authority will attempt to assist Providers who provide services and whose Consumer is unable or unwilling to complete the Provider's timesheet in order to be compensated for time worked by referring Provider to the appropriate party.

Tentative Agreement

For Glenn County IHSS-PA


Linda Durrer, Chief Negotiator 3/17/23
Date

Union, SEIU Local 2015


Laticia Sanchez, Chief Negotiator 3/17/23
Date

ARTICLE 11 WAGES

The following wages shall be applied to Providers as of the dates shown below.

Section 11.1 Base Wages

The "Base Wage" for Providers shall be the State or Federal minimum wage, whichever is higher.

Section 11.2 Wage Supplement

It is the understanding of the parties that, aside from the annual inflation factor, the County's Maintenance of Effort (MOE) will not be increased for non-locally negotiated increases, such as increases to the State Minimum Wage. It is the intent of the parties that the wage supplements, as described in this section to be added to the County's MOE for the term of this MOU in accordance with Welfare and Institutions code section 12306.16(d) or any further comparable statutory authority permitting such action. Accordingly, the following wage supplement is provided to the Providers:

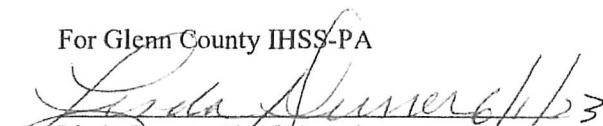
- A. Effective July 1, 2023 or as soon as practicable thereafter following approval by the State, the wage supplement will be increased by seventy-five cents (\$0.75) per hour in addition to the Base Wage.
- B. Effective July 1, 2025, following approval by the State, the wage supplement will be increased by twenty five cents (\$0.25) per hour for a total wage supplement of \$1.00 dollar (\$1.00) per hour in addition to the Base Wage.

Any increases to wages agreed upon in this MOU shall be rendered null and void if the State fails to approve the terms of the proposed wage increase(s), and the parties will meet immediately to make needed modifications.

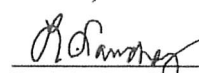
If, during the term of this MOU, the Public Authority determines that the state or federal participation levels are reduced or the state or federal sharing formula is modified in a way that would result in an increased cost to the County and/or the Public Authority to maintain the wage level described in this MOU, wages will be reduced by an amount necessary to keep the total cost to the County and/or the Public Authority the same as such cost that existed on the day prior to the effective date of such reduction or modification. The wage adjustment will be effective on the date the reduction or modification is effective. Within thirty (30) working days of a demand by either party, The Public Authority and the Union shall meet and confer on the impacts of such changes to any wage adjustments.

Tentative Agreement

For Glenn County IHSS-PA


 Linda Durrer, Chief Negotiator Date

Union, SEIU Local 2015

 4/7/23
 Laticia Sanchez, Chief Negotiator Date

ARTICLE 12 RETIREMENT

The Public Authority will make information available in their office and via their website regarding enrollment in the CalSavers Retirement Program.

Tentative Agreement

For Glenn County HSS-PA

Linda Durrer 3/17/23
Linda Durrer, Chief Negotiator Date

Union, SEIU Local 2015

Laticia Sanchez 3/17/23
Laticia Sanchez, Chief Negotiator Date

ARTICLE 13 SAFETY EQUIPMENT

The Public Authority will work cooperatively with the Union to ensure Providers have healthful and safe working conditions consistent with the following principles:

The Public Authority and the Union recognize the importance of providing a safe and healthy working environment for Providers. No Provider shall be required to work in any situation which could threaten his/her health and safety. The Provider shall report any unsafe or hazardous conditions to the Public Authority immediately. In an effort to assist, the Public Authority will furnish the Provider with contact information (e.g. resource list) that may be helpful in resolving health and safety concerns. Public Authority will provide information to Providers regarding Workers' Compensation, Unemployment and State Disability Insurance (SDI) Benefits.

If a Provider is injured on the job, the Provider should contact the recipient's IHSS Social Worker who will collect the information to be submitted to Worker's Compensation. The Workers' Compensation Third Party Administrator reviews, approves, and maintains claims and relevant information.

If a Provider is injured on the job, he/she should call 1-530-865-6164 IHSS Duty Line to be connected with the correct Social Worker.

IHSS maintains a log of the Workers' Compensation claims. The log contains relevant information on all Providers who filed a claim regarding a workplace accident or injury.


IHSS will make available to Providers protective gloves or any other appropriate safety equipment for the purposes of delivering IHSS services to Consumers, under the following conditions:

- A. The Public Authority will commit up to \$2,000 annually during the life of the MOU for this purpose.
- B. It shall be the Provider's responsibility to seek Emergency Protective Gear (EPG) through the Consumer that they work for prior to requesting supplies from the Public Authority. A Consumer who has a reported medical necessity for use of such supplies shall request the supplies through Medi-Cal. A Provider who is unable to receive EPG through their Consumer shall self-attest they cannot obtain supplies from their Consumer.
- C. The Public Authority shall make available to Providers standard and non-latex gloves, hand sanitizer, wipes, and masks at no charge to providers or consumers. The Public Authority shall have no obligation to reimburse Providers for purchase of supplies. Providers can call 530-330-5453 for supplies and pick them up at 127 E. Walker Street, Orland, CA.

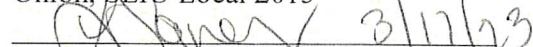
The provisions of this article are not subject to a grievance procedure.

Tentative Agreement

For Glenn County IHSS-PA


Linda Durrer, Chief Negotiator Date 3/17/23

Union, SEIU Local 2015


Laticia Sanchez, Chief Negotiator Date 3/17/23

ARTICLE 14 SICK LEAVE

Section 14.1

Paid Sick Leave

Providers shall be entitled to Paid Sick Leave in accordance with California Labor Code Section 246.

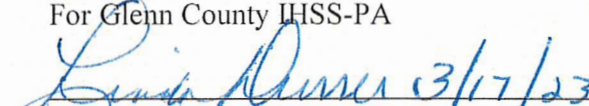
Section 14.2

Provider Back up System

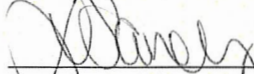
The parties recognize that a system of back up Providers is essential to the effective implementation of paid sick leave and commit to collaborate on strengthening the existing registries and expanding access to back up services.

Tentative Agreement

For Glenn County IHSS-PA


Linda Durrer, Chief Negotiator 3/17/23
Date

Union, SEIU Local 2015

 3/17/23
Laticia Sanchez, Chief Negotiator Date

ARTICLE 15 GRIEVANCE PROCEDURE

Section 15.1 Definitions

- A. A grievance is a claimed violation of a provision of this MOU which adversely affects the grievant. Excluded from this grievance definition, however, are matters over which the Public Authority has no jurisdiction, including but not limited to: Consumer rights; placement, removal or exclusion from the Public Authority's Registry; or, issues directly regarding the County of Glenn. The Union may represent the grievant at any stage of the process.
- B. A grievant is: 1) A Provider within this bargaining unit; or, 2) the Union regarding rights granted to the Union by this MOU. Provider participation in the grievance procedure in any capacity shall be solely on the Provider's own time and shall not be treated as being within any Consumer's allocated service hours, or as paid time.
- C. Grievances must be filed within thirty (30) days of the incident or occurrence giving rise to the grievance or from the date the grievant knew or reasonably could have known of such incident or occurrence and shall be processed in the manner described in this Article.
- D. As used in this Article, the word "days" shall mean consecutive calendar days.

Section 15.2 Grievance Procedure Steps

- 1. Any Provider and/or Union Representative who believes that a provision of this MOU has been violated, and who wishes to file a grievance, shall do so at the Public Authority Office or send it to the Public Authority's designated representative via email on the Public Authority's grievance form, within the time limits set forth in Section 15.1 (c). Failure to file within these time limits shall result in the grievance being dismissed without any further action on the grievance.
- 2. If the grievance has not been resolved at Step 1, the Public Authority Manager will schedule a meeting, if requested, with the grievant and/or the grievant's Union Representative at the Public Authority office within fourteen (14) days from the filing of the grievance.
- 3. The Public Authority Manager will investigate and issue a decision in writing to the grievant within fourteen (14) days from the filing date or meeting date, whichever is later. If the Public Authority Manager does not issue a decision within fourteen (14) days, the grievant may appeal the grievance to step 4.
- 4. If the grievant disagrees with the Public Authority Manager's decision, the grievant may appeal the decision of the Public Authority Manager within fourteen (14) days to the Public Authority. If a grievant submits a timely appeal, the grievance will be heard by a Grievance Panel. Failure to file a timely appeal will result in the Public Authority Manager's decision becoming final.

Section 15.3 General Provisions

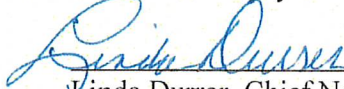
- A. The Grievance Panel will be a three-member board composed of one person chosen by the Public Authority Manager, one person chosen by the Union, and one person chosen from the management of another Public Authority or Glenn County Department Heads by the County Administrator. This Grievance Panel shall meet (which may be by

electronic or telephonic means) and determine whether to hold a hearing and decide the matter or request the matter be heard by the county's hearing officer.

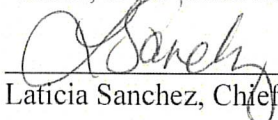
- B. The parties agree to equally share in the cost of the hearing officer. The parties may agree to equally share in the cost of a court reporter; otherwise, the party requesting the court reporter shall bear the associated costs. If a party requests the court reporter to prepare a transcript, the requesting party shall be responsible for the costs.
- C. The grievance panel or hearing officer shall be strictly limited to determining whether there has been a violation of a provision of this agreement. The hearing officer shall not have any power to add, subtract, modify, or establish any terms or conditions in this Memorandum of Understanding.
- D. The Grievance Panel's (or hearing officer's if used) report shall include a summary of the facts, the positions of the parties, conclusions and decision on the issue(s) presented and shall be issued within thirty (30) days of the close of the hearing.
- E. The IHSS Public Authority may accept the decision of the Grievance Panel (or hearing officer if used), or after reviewing the issued report may modify or overturn the decision contained in the report.
- F. The decision of the Glenn County IHSS Public Authority shall be final and binding.
- G. Each party to this Memorandum of Understanding shall bear its own costs during the grievance and hearing procedures.

Tentative Agreement

For Glenn County IHSS-PA


Linda Durrer, Chief Negotiator 5/17/23
Date

Union, SEIU Local 2015


Laticia Sanchez, Chief Negotiator 4/17/23
Date

ARTICLE 16 LABOR-MANAGEMENT RELATIONS

Section 16.1 Goal

The Public Authority and the Union recognize the importance of maintaining an effective working relationship in order to fulfill the mission of the IHSS program and ensure reliable care to all Consumers. Both parties recognize their responsibility to address any program matter that might affect this goal.

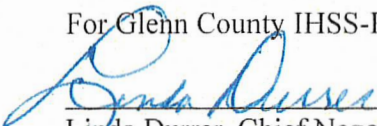
Section 16.2 Establishment and purpose of Labor Management Relations Committee
The Public Authority and the Union shall establish a Labor-Management Relations Committee (LMRC). The purpose of the LMRC shall be to consider and take action on matters affecting the relations between the parties and recommend measures to improve Consumer care and the IHSS program. The LMRC shall not engage in negotiations or consider matters properly the subject of a grievance.

Section 16.3 Composition and Operation of the LMRC

- A. The LMRC shall be composed of up to three Union Representatives and up to three Public Authority Representatives.
- B. The LMRC will be chaired alternately by one of the Union Representatives and one of the Public Authority Representatives.
- C. The LMRC may meet as frequently as agreed to by the parties but shall convene no less than twice per calendar year unless waived by the parties.
- D. Minutes will be prepared by the Public Authority and the Union, with alternating responsibility, within thirty (30) days of each meeting.
- E. The Public Authority and the Union will address each recommended item within a reasonable amount of time or as agreed by the parties.
- F. Union Committee members serve on a voluntary basis and will receive no remuneration from the Public Authority for their participation.

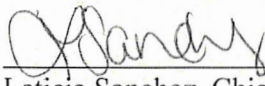
Tentative Agreement

For Glenn County IHSS-PA


Linda Durrer, Chief Negotiator

3/17/23
Date

Union, SEIU Local 2015


Laticia Sanchez, Chief Negotiator

3/17/23
Date

ARTICLE 17 NO STRIKE/NO LOCKOUT

During the term of this MOU, 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 lockout or to prevent Providers from being paid during the term of this MOU.

Tentative Agreement

For Glenn County IHSS-PA

Linda Durrer 3/17/23
Linda Durrer, Chief Negotiator Date

Union, SEIU Local 2015

Laticia Sanchez 3/17/23
Laticia Sanchez, Chief Negotiator Date

ARTICLE 18 FULL UNDERSTANDING, MODIFICATION AND WAIVER

Section 18.1 Full Understanding

It is intended that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to bargaining, and therefore any other prior or existing understanding or agreement by the parties, whether formal or informal, written or unwritten, regarding such matters is hereby superseded or terminated in its entirety.

Section 18.2 No Interim Bargaining

It is agreed and understood that during the negotiations which culminated in this MOU, each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counter-proposals with respect to any matter subject to bargaining and that the understandings and agreements arrived at after the exercise of that right are set forth in this MOU. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation during the term of this MOU. However, nothing in this provision shall preclude the parties from mutually agreeing to reopen negotiations on any issue in this MOU during the term of the MOU.

Section 18.3 Modification

Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this MOU shall not be binding on the parties unless made and signed in writing by all of the parties to this MOU, and if required, approved and implemented by the Public Authority.

Section 18.4 Waiver

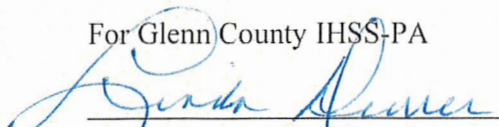
The waiver of any breach, term or conditions of this MOU by either party shall not constitute a precedent in the future enforcement of any term or provision of this MOU. Regarding matters not covered by this MOU, the Union agrees that it has specifically waived any further right to bargain during the term of this MOU on any subject discussed in bargaining or listed in the Public Authority's Rights clause.

Section 18.5 Status of Memorandum of Understanding

This MOU shall supersede any documents unilaterally adopted by the Public Authority where conflicts exist regarding a subject covered herein.

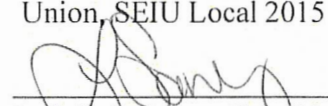
Tentative Agreement

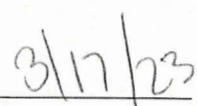
For Glenn County IHSS-PA


Linda Durrer, Chief Negotiator


Date

Union, SEIU Local 2015


Laticia Sanchez, Chief Negotiator

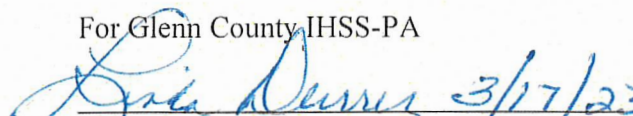

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ARTICLE 19 SAVINGS CLAUSE

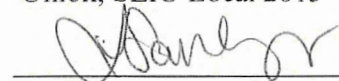
If any provisions of this MOU are held to be contrary to law by a court competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. The parties agree to promptly meet and confer over the impacts and effects of any provision that has been declared invalid or void and other impacted provisions.

Tentative Agreement

For Glenn County IHSS-PA


Linda Durrer, Chief Negotiator 3/17/23 Date

Union, SEIU Local 2015


Laticia Sanchez, Chief Negotiator Date

ARTICLE 20 TERMS OF MEMORANDUM OF UNDERSTANDING

This MOU is entered into on _____ 1, 2023 for a term covering July 1, 2023 to and inclusive of June 30, 2026 except as otherwise provided. Unless otherwise provided herein, any changes caused by the approval of this MOU shall be implemented following its formal adoption by the Public Authority and/or approved by the State of California- whichever comes later.

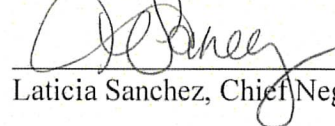
Tentative Agreement

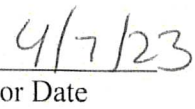
For Glenn County IHSS-PA


Linda Durrer, Chief Negotiator


Date

Union, SEIU Local 2015

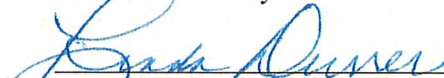

Laticia Sanchez, Chief Negotiator


Date

ARTICLE 21 COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This MOU may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this MOU agrees to use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§1633.1 to 1633.17), for executing this MOU. The Parties further agree that the electronic signatures of the Parties included in this MOU are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic Signature” as defined in subdivision (i) of section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via PDF document shall be treated as originals for all purposes.

For Glenn County IHSS-PA

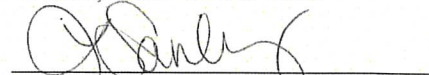


Linda Durrer, Chief Negotiator

3/17/23

Date

Union, SEIU Local 2015



Laticia Sanchez, Chief Negotiator

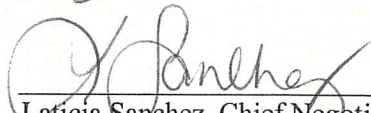
3/17/23

Date

ASSOCIATION RATIFICATION

Ratified by the SEIU, Local 2015 on this 19 day of May

6-16-23
(DATE)

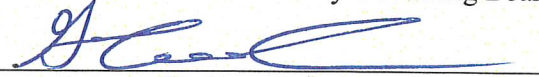

Laticia Sanchez, Chief Negotiator

GLENN COUNTY IHSS PUBLIC AUTHORITY BOARD

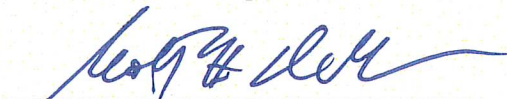
Minute Order No. _____

Ratified by the Glenn County Board of Supervisors, sitting as the IHSS Public Authority Governing Board

6-16-23
(DATE)


Grant Carmon, Chairman
Glenn County Board of Supervisors

ATTEST:
Clerk of the Board of Supervisors

By: 
Scott H. De Moss