

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
COUNTY OF LAKE IHSS PUBLIC AUTHORITY



AND
SEIU Local 2015

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THIS MEMORANDUM OF UNDERSTANDING, referred to below as "MOU", is entered into by the Lake County Public Authority for In-Home Supportive Services (hereinafter referred to as the "Public Authority") and Service Employees International Union, Local 2015 (hereinafter referred to as the "Union") for the term, _____ (effective upon Union ratification, Public Authority Board approval and State approval) up to and including May 1, 2027.

SECTION 1 PREAMBLE

Since the Public Authority does not employ or manage the In-Home Supportive Services ("IHSS") Provider workforce ("Provider" or "Providers") in the role of a traditional employer, the Public Authority and the Union recognize that implementation of various provisions of the Agreement, for example payroll services, will require the assistance and cooperation of agencies that are not party to this Agreement. Therefore, the Public Authority and the Union agree to work together in good faith in order to secure the assistance of the appropriate entities when required by the provisions of this Agreement.

SECTION 2 UNION RECOGNITION

In accordance with California Welfare and Institutions Code, Section 12301.6, for matters related to Public Authority-Provider collective bargaining relations, the Lake County IHSS Public Authority is the employer of record and recognizes the Service Employees International Union (SEIU), Local 2015 as the exclusive representative of In-Home Supportive Services Providers and Waiver Personal Care Services Providers, also known as Independent Providers, covered by this Agreement.

SECTION 3 MUTUAL RESPECT

The Public Authority and the Union agree that 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 courteous and respectful manner.

SECTION 4 NO DISCRIMINATION/HARASSMENT

There shall be no discrimination against any Provider by the Public Authority or the Union in the interpretation, application or enforcement of the express terms of this Agreement because of gender, race, color, religious creed, national origin, age, disability status, sexual orientation, any other legally protected characteristic or because of participation or non-participation in Union activities.

The parties are committed to fostering work environments free of sexual or any other types of harassment and will support efforts to provide education and resources to providers and consumers regarding their obligations to comply with the law and rights to recourse in the event of violation.

SECTION 5 UNION BUSINESS

5.1 Union Representative

The Union shall notify the Public Authority in writing of the name, title, telephone number and mailing address of its authorized representative and of any changes in subsequent representation. As needed, the Public Authority agrees to meet with the Union Representative to ensure

compliance and appropriate monitoring of this Agreement.

5.2 Union Membership And Dues Checkoff, 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 COPE (Committee on Political Engagement) 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.

1. When an individual Provider's earnings for a calendar month, after required federal and state deductions are made, are insufficient to cover the amount of 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 an individual 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.
4. The Public Authority shall instruct the State to deduct premiums for approved voluntary insurance programs offered by the Union from Provider's pay in conformity with State regulations.

5.3 Bulletin Boards

The Public Authority shall provide a bulletin board in each of its offices in Lake County for use by the Union. The Union bulletin boards shall be used only for the purpose of communicating official Union business to the Providers.

5.4 Union Mailings

The Public Authority will include official Union notices in its mailings to the bargaining unit if the Union provides such notices to the Public Authority ten (10) working days in advance of the mailing date, and if the Union reimburses the mailing costs to the Public Authority to the extent that the Union enclosures increase mailing costs. The Public Authority will notify the Union Representative of unit-wide mailings no later than fifteen (15) days prior to the intended mailing date.

5.5 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 IHSS 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.

5.6 New Provider Orientations

Whenever the Public Authority conducts orientations for new Providers, the Public Authority shall provide the Union at least one week's notice of the date, time and location of the orientation. Upon the Union's request, the Public Authority shall provide the Union Representative at least thirty (30) minutes at or near the beginning of orientation to make a presentation and distribute Union materials to the Providers in attendance. If the Union Representative is unable to attend, the Union shall provide the Public Authority materials to

distribute to the participants.

The Public Authority will provide the Union with a copy of the attendance roster for each New Provider Orientation, including contact information.

5.7 Provider Safety

The Public Authority offers to continue to work with providers to receive safety training and safety equipment. The Public Authority will also encourage all consumers to be open and honest with their providers regarding any medical conditions they may have, to promote safety for everyone.

SECTION 6 PUBLIC AUTHORITY RIGHTS

Unless otherwise expressly specified in this Agreement, the IHSS 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, committees, and other related work groups; to operate the registry; to develop and operate a training program for IHSS Providers; and to take all necessary actions to carry out its mission in emergencies.

SECTION 7 PUBLIC AUTHORITY LIABILITY

Any obligation or legal liability of the Public Authority, whether statutory, contractual or otherwise, shall be the obligation or liability solely of the Authority and shall not be the obligation or liability of the County of Lake ("County").

The Public Authority is an independent legal entity, separate and apart from the County. The 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 County for any financial or legal obligation of the Public Authority.

SECTION 8 CONSUMER RIGHTS AND CONFIDENTIALITY

8.1 Consumer Rights

The parties reaffirm that under the applicable Statute and Ordinance establishing the Public Authority, IHSS consumers have the sole and undisputed right to:

- A. Hire Providers of their choice;
- B. Remove Providers from their service, without cause;
- C. Determine in advance and under all circumstances who may and may not enter their home; and,
- D. Supervise and direct the work of the Providers who are providing services to them within the scope of authorized services.

8.2 Consumer Confidentiality

The Union shall not seek information regarding the name, address, phone number or any other personal information regarding consumers. It shall not be a violation of this Section for a consumer to provide their information to the Union for the purpose of participating in Union activities. Union representatives and IHSS Providers shall maintain strict standards of confidentiality regarding consumers and shall not disclose personal information obtained, from whatever source, pertaining to consumers, unless disclosure is compelled by legal process or otherwise authorized by law. If consumer information is disclosed in violation of this section, the consumer and the Public Authority shall be notified of such release or disclosure immediately.

8.3 Right To Privacy

The Union shall not seek to contact either the consumer or the Provider at the consumer's home without the informed consent of the consumer or permission of the consumer's authorized representative. This section does not apply to contact with the Provider when the Provider and the consumer share the same residence.

8.4 Notice of Separation

The Public Authority will encourage Consumers and Providers to give at least two weeks' notice.

SECTION 9 REGISTRY

In accordance with the Welfare and Institutions Code, Section 12301.6 and the Lake County Ordinance No.2600, the Public Authority. shall operate a registry for the purpose of assisting Clients in finding Providers.

The IHSS Public Authority retains the exclusive right to list, refer with or without comment, suspend, or remove individual Providers from the Registry.

9.1 Exclusion From Registry Appeal Process

- A. The IHSS Public Authority will make one attempt to reach providers via telephone with the number on file along with written notice to any individual Provider of the intent to exclude the Provider from the Registry. Such notice shall be sent via certified mail with return receipt informing the Provider of the reasons for the intended exclusion and of his/her right to file an appeal within twenty (20) days pursuant to Section C below, and his/her right to Union representation. A copy of the written notice can be sent via email to the union representative and/or by mail to P.O. Box 627, Finely, Ca 95435.
- B. The Provider may file an appeal after being notified of his/her exclusion from the Registry, provided such an appeal is made within twenty (20) working days from receipt of notice of the 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 Supervisor who will render a decision regarding the appeal. The Public Authority Supervisor will mail the Provider and the Union written notification of his/her decision within thirty (30) days of receipt of the Provider's appeal.

9.2 Removal From Registry Appeal Process

- A. The IHSS Public Authority will make one attempt to reach providers via telephone with the number on file along with written notice to any individual Provider who is to be removed from the Registry. Such notice shall be sent via certified mail with return receipt informing the Provider of the reasons for the intended exclusion and of his/her right to file an appeal within twenty (20) days pursuant to Section C below, and his/her right to Union representation. A copy of the written notice can be sent via email to the union representative and/or by mail to P.O. Box 627, Finely, CA 95435.
- B. The Provider may file an appeal after being notified of his/her removal from the Registry, provided such an appeal is made within twenty (20) working days from receipt 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 Supervisor who will render a decision regarding the appeal. The Public Authority Supervisor will mail the Provider and the Union written notification of his/her decision within thirty (30) days of receipt of the Provider's appeal.

SECTION 10 LABOR MANAGEMENT COMMITTEE

10.1 Governing Rules

In order to encourage open communication, promote harmonious relations, and resolve matters of mutual concern, the parties agree to create a Labor-Management Committee ("Committee").

The Committee will be governed by the following:

- A. The Committee will meet quarterly, or as frequently as agreed to by the parties, but shall convene no less than twice per calendar year.
- B. The topics for such meetings may include relationship between parties, health and safety issues and training and education.
- C. The agenda for each meeting will be decided at the end of each meeting, unless otherwise mutually agreed to by the parties. Either Co-chair may add items to the agenda up to one week prior to the next meeting.
- D. The Committee will be chaired by a Public Authority representative and a Union Representative, alternating the responsibility each meeting.
- E. Provider Committee members will serve on a voluntary basis and will receive no remuneration from the Public Authority for their participation.
- F. The Committee shall not take up matters subject to the negotiations, meet & confer or grievance process.

10.2 Committee Representatives

The Committee will be composed of at least three (3) representatives appointed by the Public Authority and four (4) Union representatives appointed by the Union for a one-year term. In addition, either party may invite observers and guests when their presence will be helpful in the resolution of specific issues. Advance notice of such invitations should normally be provided to members of the Committee.

SECTION 11 ENROLLMENT AND TIMELY PAYROLL

Timely Payroll

The Public Authority and the Union shall work toward the goal of ensuring that Providers receive their pay on a timely and accurate basis. Such efforts shall include educating Providers on how to adhere to the processes and timelines to ensure timely payments.

The Public Authority shall provide assistance to Providers in reconciling payroll issues with the necessary County and or State agencies.

SECTION 12 WAGES AND BENEFITS

12.1 Wages

A. Base Wage

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

B. Wage Supplement

The current Wage Supplement is \$0.65/hour over minimum wage and will increase by \$0.45/hour, for a total Wage Supplement amount of \$1.10/hour over minimum wage.

C. Implementation

This MOU will be agendized by the governing board of the Public Authority at its first

meeting following ratification by the Union. 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 within five (5) working days of Union ratification and Public Authority adoption of this MOU and subsequently with sufficient advance notice of each subsequent change to the Base Wage or to the Wage Supplement.

- D. Exactly one year after ratification this agreement shall be reopened for the purpose of negotiating wage adjustments. All other provisions of this agreement shall remain in full force and effect, If the parties cannot agree on a wage adjustment, the current hourly rate shall remain \$1.10 above base wage or state or federal minimum wage whichever is higher for the remainder of the wage reopener negotiations.

SECTION 13 TRAINING

The Public Authority offers to provide additional training directly to providers, including in-person CPR and online options. The Public Authority offers to include SEIU in selection of the training and CPR Vendor(s), with the understanding of such selection is subject to County Purchasing Ordinance.

SECTION 14 SAFETY EQUIPMENT

The Public Authority will provide the Union with two thousand five hundred dollars (\$2,500) per year for safety equipment for Lake County IHSS Providers. Subject to the below restrictions and conditions, the payments will be provided to the Union upon ratification.

Safety Equipment includes the following items: gloves, goggles, gowns, cleaning supplies, masks and face shields.

SECTION 15 GRIEVANCE PROCEDURE

The IHSS Public Authority and the Union recognize that the settlement of disputes is essential to sound Provider-Public Authority relations. The parties will seek to establish a mutually satisfactory method for the settlement of grievances. The following procedure establishes the steps for the settlement of grievances:

15.1 Definition

A grievance is any complaint concerning the interpretation or application of this MOU, except that appeals for removal and/or exclusion from the Registry shall only be allowed as provided in the MOU Section related to the Registry. 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. Because the grievance process will also apply to policies, rules and procedures of the Registry that may be revised, the following procedures may be changed by the mutual agreement of the Union and the Public Authority.

15.2 Representation and Participation

The Union may represent the grievant at any stage of the grievance process and may bring grievances in its own right. Providers shall have the right to represent themselves during the grievance process or to be represented by the Union. No grievance may be settled in violation of an existing rule, policy, ordinance, the MOU between the parties, resolution of the Public Authority or state or federal law. 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 recipient's allocated service hours, or as paid time.

15.3 Timelines and Steps

All grievances must be filed within fourteen (14) calendar days of the alleged violation of occurrence giving rise to the grievance or within fourteen (14) calendar days of knowledge of the occurrence or alleged violation, and shall be handled in the following manner:

15.4 Step 1

Any grievant who believes that a provision of the MOU has been violated shall orally discuss the complaint with the designated Public Authority representative.

15.5 Step 2

If the grievance is not settled at Step 1, the grievance shall be reduced to writing and submitted to the Public Authority Manager within fourteen (14) calendar days from the action taken in step 1 above. The grievance shall state which provision of the MOU has been violated, and the resolution sought. The Public Authority Manager shall indicate the final Step 2 response, in writing, within fourteen (14) calendar days of receipt of the grievance.

15.6 Step 3

If the grievance is not settled at Step 2, the grievant may within fourteen (14) calendar days of receipt of the decision, file a written appeal to the Director of Social Services or his or her designee. The grievance shall state which provision of the MOU has been violated, and the resolution sought. The Director or designee shall indicate the final Step 3 response, in writing, within fourteen (14) calendar days of receipt of the grievance.

15.7 Step 4 (Mutual Agreement)

If the grievance is not settled at Step 3, the parties by mutual agreement may submit it to State Mediation and Conciliation Services mediation in an attempt to resolve the issue within thirty (30) working days. A mediator will be selected by the representatives of the Public Authority and the Union.

15.8 Step 5

If the grievance is not settled at Step 3 or Step 4, it may be referred by the Union to arbitration. The Arbitrator shall be mutually agreed upon by the parties or, upon failure to agree to an arbitrator after fifteen (15) days of the Union's request for arbitration, shall be selected from a panel submitted by the State Mediation and Conciliation Service. The decision of the arbitrator shall be final and binding except that an arbitrator shall not have the power to amend or modify this MOU and any monetary award to a grievant in the amount of Five Thousand Dollars (\$5,000) or more shall be subject to final approval of the Public Authority Board of Directors.

SECTION 16 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 IHSS Public Authority agrees not to lockout or to prevent Providers from being paid during the term of this Agreement.

SECTION 17 SEVERABILITY

Should any section, clause or provision of this Agreement be declared illegal, unlawful or unenforceable by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Agreement. The

parties shall promptly meet for the purpose of negotiating with respect to the provision that has been declared invalid or void and other impacted provisions.

SECTION 18 INDEMNIFICATION

The Union shall assume the defense of, and indemnify the County of Lake and its respective officers, and agents against, and hold them harmless from, any and all claims, losses, actions, damages, and liabilities of whatsoever kind of nature as well as costs and expenses of every type and description; including to but not limited to, attorney's fees, to which some or all of them may be subjected by reason of or arising out of, directly or indirectly, in whole or in part, from their performance of obligations under this MOU.

SECTION 19 COMPENSATION FOR NEGOTIATION TIME

The Public Authority shall compensate up to five (5) providers on the Union's negotiation team for their time to attend negotiation, and for up to one hour before and one hour after, if necessary. Providers will be compensated at their hourly rate of pay for any negotiation sessions they attend. This negotiation time pertains to negotiation sessions, including meet and confer matters that they attend for negotiating a successor to this MOU. Time spent in negotiations will not count toward their consumers' allotted service hours nor will it count as time worked for the purposes of calculating overtime. A sign-in sheet verifying In/Out time shall be provided to the Public Authority within seven (7) days of each negotiation session. This documentation shall be provided prior to payment being issued. This shall become active upon execution of this MOU.

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SECTION 20 TERM OF AGREEMENT

The term of this agreement is effective following union ratification Public Authority Board approval and State approval on June 30th 2026 and shall remain in full force and effect through June 30th 2026 to June 30th 2029 with the sole exception of the limited wage reopener scheduled for June 30th 2027 (1 year) as detailed in section 12.

FOR THE EMPLOYER

LAKE COUNTY PUBLIC AUTHORITY
FOR IN-HOME SUPPORTIVE SERVICES


Margaret Long (Jul 16, 2026 13:31:06 PDT)
Margaret E Long

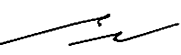
Date: 07/16/2026

Brad Rasmussen
Lake County Board of Supervisors

Date: _____

APPROVED AS TO FORM:
LLOYD C. GUINTIVANO

County Counsel

By: 
Digitally signed by Lloyd C. Guintivano
DN: cn=Lloyd C. Guintivano, o=Lake
County of Lake, ou=Office of the County
Counsel,
email=Lloyd.Guintivano@lakecountycal.gov
Date: 2026.07.15 13:37:55 -0700

FOR THE UNION:

SEIU LOCAL 2015


Kimberly Evon (Jul 16, 2026 17:00:26 PDT)
Kim Evon
Executive Vice President

Date: 07/16/2026


Laticia Guerrero (Jul 15, 2026 20:20:31 PDT)

Chief Negotiator

Date: 07/15/2026


[Rachael DillmanParsons \(Jul 16, 2026 16:58:57 PDT\)](#)

Lake County Social Services Director
Rachael Dillman Parsons


[Amy Schimansky \(Jul 16, 2026 13:32:48 PDT\)](#)

County of Lake IHSS Public Authority
Amy Schimansky

Luisa L Acosta
[Luisa L Acosta \(Jul 16, 2026 07:48:16 PDT\)](#)

Lead Organizer
Luisa Acosta


[Vicki Osborne \(Jul 16, 2026 08:08:32 PDT\)](#)

Chapter Delegate/Provider
Vicki Osborne


[Roseann Dimenco \(Jul 16, 2026 08:12:59 PDT\)](#)

Regional VP/Provider
Roseann Dimenco

Ceva Giumelli
[Ceva Giumelli \(Jul 16, 2026 11:04:26 PDT\)](#)

Provider
Ceva Giumelli

Jackie Jordan
[Jackie Jordan \(Jul 16, 2026 11:37:13 PDT\)](#)

Provider
Jackie Jordan

Simone Tatman
[Simone Tatman \(Jul 16, 2026 12:27:44 PDT\)](#)

Provider
Simone Tateman