

Package Settlement Proposal  
From SEIU 2015  
To Fresno County Public Authority  
Via email April 8, 2024

This proposal is presented as a package. If any portion of this proposal is not accepted, the Union reserves the right to modify or withdraw any or all portions of this proposal and/or revert to earlier proposals. Any Article not listed remains unchanged from previous agreement:

ARTICLE 2: UNION RECOGNITION- TA- 5/26/2023 union agrees to adding county language  
See attached

ARTICLE 7: COMMUNICATIONS- TA 5/26/2023- Change of address outdated language and timeframe.

ARTICLE 16: PAID REOPENER REGARDING SICK LEAVE- TA 2/28/2024 - Rename article and changes below.

ARTICLE 20: NO STRIKE/NO LOCKOUT – DELETE ARTICLE

**ARTICLE XX: NON-DISCRIMINATION-4/8/2023 Union Proposal Drop**

~~The parties mutually agree to fully protect the rights of all persons covered by this MOU to join or not to join and participate or not to participate in the activities of the Union or to have the Union represent them in their employment relations with service recipients, or to exercise their rights under this Agreement. No Provider shall be intimidated, coerced, restrained or discriminated against because of the exercise of these rights.~~

~~Nothing in this Section will limit the right of the Union, independent from the Public Authority, to offer benefits, services or goods exclusively to full Union members, to the exclusion of non-members.~~

~~There shall be no discrimination against any Provider because of race, creed, color, sex, sexual orientation, gender identity, genetic information, age, religion, national origin, ancestry, marital status, physical or mental handicap, political affiliations or opinions, or any other criteria prohibited by law, either by the Public Authority or the Union.~~

~~The parties will encourage Consumers to refrain from discrimination as described in this Article.~~

The parties recognize that they may have obligations under the Americans with Disabilities Act (ADA). Both parties recognize that reasonable accommodations may need to be made in order to comply with the ADA. Each party recognizes its obligation not to frustrate any effort towards such an accommodation. The parties agree that each situation will be evaluated on a case by case basis and it is agreed that any accommodation that is made in order to comply with the ADA will be limited to that particular person and will not create any obligation to accommodate any other person requiring accommodation in a particular manner.

The parties recognize the serious nature of sexual harassment in the workplace. The parties will work together through the Labor Management Committee to address issues of sexual harassment and recommend preventative actions.

### **ARTICLE 10: PROVIDER ORIENTATIONS- 2/28/2024 Union Proposal**

Prospective Providers will be instructed to complete a mandatory onsite group presentation at SEIU2015 offices following completion of Prospective Providers' individual online enrollment process through the Public Authority's online system. If the union decides to go back to in person orientation at the Public Authority's facility, the Union will notify the public authority 30 days in advance.

The Union will provide the Public Authority with an orientation video of up to thirty (30) minutes and/or link to the Union's website that will be included on the Public Authority's on-line portal. Included in the Union's link, video, and/or in a document the Union provides to the Public Authority for distribution to Prospective Providers, will be all information necessary for Prospective Providers to schedule and attend the onsite Union group orientation, including schedule of presentations, locations, and Union contact information for all questions. The Union will provide the Public Authority with a copy of the attendance list within one week after each new Provider orientation.

The Public Authority shall provide the Union notice of completed in-person appointments on a weekly schedule. If available the Public Authority will include in such notice the names, address, home telephone number, personal cellular phone number, personal e-mail address, language and orientation date.

The Public Authority shall continue to provide information concerning the Union, including the Union Membership Authorization forms. The Union shall provide all such materials to the Public Authority. The Public Authority will instruct Prospective Providers to call the Union if they have questions.

The union shall notify the Public Authority of any steps necessary to effectuate any change or rights under the Cal. Welf. and Inst. Code 12301.24

### **ARTICLE XX: HEALTH AND SAFETY- 2/1/2023 Union Proposal**

The Public Authority recognizes 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 their 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. IHSS Payroll 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 may contact IHSS Payroll to obtain a Workers' Compensation claim form. The Provider must submit the completed claim form to the IHSS Payroll for processing. The Workers' Compensation Third Party Administrator reviews, approves, and maintains claims and relevant information.

The Public Authority shall ensure that a log of the Workers' Compensation claims is maintained. The log shall contain relevant information on all Providers who filed a claim regarding a workplace accident or injury. The Union shall be allowed to review the log upon request.

The Public Authority shall include adequate training during consumer orientation in an effort to eliminate workers' rights violations such as, but not limited to: Wage and Hour, workplace accidents or injury, workers compensation, and sexual harassment.

The Public Authority shall make available face masks, standard and non-latex gloves, antibacterial soap, hand sanitizer and disinfectant hand wipes at no charge when requested by Providers who so request. The Public Authority shall have no obligation to reimburse Providers for purchase of supplies.

## **ARTICLE XX: RETIREMENT 2/1/2023 Union Proposals**

The Public Authority will make information and materials provided by the State and/or County available in their office and via their website regarding enrollment in the CalSavers Retirement Program.

The Public Authority and the Union are committed to seeking future opportunities to promote retirement security for Providers.

## **ARTICLE 13: WAGES-2/28/2024 Union Counter Proposal**

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

2. Wage Supplement:

At the time of this Agreement, there is an existing Wage Supplement, above the Base Wage, of sixty cents (\$ 0.60) per hour.

Effective as soon as practicable following approval of this Agreement by the Public Authority Governing Board, the Public Authority will supplement the Base Wage by an additional dollar and thirty five cents ~~sixty cents~~ (1.35~~60~~) per hour for a total Wage Supplement of one dollar and ninety five cents ~~two dollars and twenty cents~~ (1.95 ~~2.20~~) per hour in accordance with the Welfare and Institutions Code section 12306.16(d)(6)-(7) and will submit the appropriate request to the State to implement the new rate within five (5) working days of approval of this Agreement by the Public Authority Governing Board and subsequently with sufficient advance notice of each subsequent change to the Base Wage. The cost of the Wage Supplement to the Base

Wage will be added to the County's Maintenance of Effort (MOE) on a one-time basis as provided in the Welfare and Institutions Code section 12306.16(d)(7).

3. Wage Contingency:

If the State or Federal participation levels are reduced, or the State or Federal participation levels change resulting in an increase to the Public Authority's/County's MOE, or the State or Federal sharing formula is modified in any way that would result in increased cost to the Public Authority or County to maintain the wage level and/or wage supplement described in this MOU, or the State and/or Federal government limits, caps or reduces its participation in wages, wage supplements, and/or health benefits, or takes any other actions that increase the Public Authority's or the County's share of funding and/or costs for Provider compensation, including but not limited to in any ways unforeseen at the time this Agreement is reached, then the County/Public Authority shall have the right to reopen this MOU, and upon written notice, the Parties will promptly (within 30 days) meet and confer to discuss changes to this MOU related to reducing wages, wage supplements, and/or benefits, and/or so that the Public Authority's/County's MOE remains the same as it would have been had the State and/or Federal participation levels not changed.

4. Additional Funding:

It is understood that the Union actively and aggressively fights and wins funding for IHSS. Should extra funding be secured for the IHSS program, like the emergency relief fund program, the Union and the Public Authority will meet within thirty (30) days of its approval to discuss the funding appropriations.

**ARTICLE 14: HEALTH INSURANCE- 10/10/2023 Union counter proposal**

The Public Authority shall provide monthly health insurance premium payments to the Health Care Employees/Employers Medical and Dental Trust for the purchase of health insurance and dental for Providers.

The monthly premium contribution will be equivalent to the preceding three month average of paid hours worked by Providers multiplied by one dollar and ~~ten fifteen cents eighty five cents~~ (\$1.0010) ~~(\$0.85)~~.

The Public Authority and the union are committed to improving access to healthcare for IHSS workers. During the term of this agreement the Public Authority and the union will use existing LMC and add additional dates if needed to discuss potential improvements to the current healthcare option covered by this agreement.

**ARTICLE 22: TERM OF MOU AND RENEGOTIATION- 4/8/2024 Union Proposal**

This MOU shall be in effect upon approval by the Public Authority Board of Governors through April 8, 2027 ~~December 31, 2022~~. Negotiations over a successor MOU shall begin on or about January ~~September 30, 2027~~.

Fresno County IHSS Public Authority

For the Union

\_\_\_\_\_  
Shelline Bennett

Date: \_\_\_\_\_

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Maria Xiquin

Date: \_\_\_\_\_