

# Memorandum of Understanding



**Mendocino County IHSS  
Public Authority  
and  
SEIU Local 2015**

**seiu** 2015  
California's Long Term Caregivers

**June 1, 2024 through December 31, 2026**

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**MEMORANDUM OF UNDERSTANDING**  
**Between the**  
**MENDOCINO COUNTY IHSS PUBLIC AUTHORITY**  
**and**  
**SEIU LOCAL 2015**

THIS MEMORANDUM OF UNDERSTANDING, referred to below as “MOU”, is entered into by the Mendocino County Public Authority (hereinafter referred to as the “Public Authority”) for In-Home Supportive Services (IHSS) and SEIU 2015 (hereinafter referred to as “Union”).

**SECTION 1.                    PREAMBLE**

The Public Authority does not employ or manage the IHSS and Waiver Personal Care Services (WPCS) Provider workforce (hereinafter jointly referred to as “Provider” or “Providers”) in the role of a traditional employer. The Public Authority and the Union recognize that, due to the nature of the relationship between them and the role of that relationship in the IHSS program, the implementation of various provisions of the Agreement will require the assistance and cooperation of agencies that are not party to this Agreement. 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**

The Public Authority recognizes the Union as the exclusive collective bargaining representative for the covered In-Home Supportive Services Providers and Waiver Personal Care Services (WPCS) Providers (hereinafter, jointly referred to as “Provider” or Providers”). The Public Authority is the employer of record for Providers. Recipients retain the sole right to hire and fire Providers.

**SECTION 3.                    MUTUAL RESPECT**

The Public Authority and the Union agree that all Providers and staff involved in the IHSS program, regardless of position, profession, or rank, will treat each other with courtesy, dignity and respect. The foregoing shall also apply in providing services to the public, specifically including providing services to IHSS and WPCS Recipients (hereinafter, jointly referred to as “Recipients”).

## **SECTION 4.**

## **NO DISCRIMINATION**

There shall be no discrimination in the interpretation, application, or enforcement of the express terms of this Agreement on the basis of any protected classification such as gender, race, religious creed, color, national origin, sexual orientation, age, disability, marital status, veteran status or participation or non-participation in Union activities against any Provider by the Public Authority or the Union.

## **SECTION 5.**

## **UNION RIGHTS**

### **5.1 Union Membership and Dues Checkoff**

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

A blank membership form and written notice of the MOU 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 IHSS new provider orientation. Providers shall return authorization forms to the Union.

### **5.2 Hold Harmless**

The Union shall defend, indemnify, and hold harmless the Public Authority and its respective boards, directors, officers and employees from any and all claims, demands, suits, liabilities, or any other action arising from Union related deductions from Providers' paychecks.

### **5.3 Payroll Deductions**

The Public Authority will work with the State Controller to assist in the collection of Union membership dues and any other deductions authorized by the Union. Payroll deductions for dues will be paid promptly to the Union by the Public Authority.

### **5.4 Lists - Union Membership**

The Public Authority shall provide a current Paid Provider Report to the Union on a monthly basis in a format that is mutually agreed to by the parties. The Report shall include the relationship of the Provider to the Recipient.

The Union shall defend, indemnify, and hold harmless the Public Authority and its respective boards, directors, officers and employees from any and all claims, demands, suits or any other action alleging that the Union has misused, or inappropriately disclosed Provider information obtained from the Public Authority.

### **5.5 Bulletin Boards**

The Public Authority will provide a bulletin board in each of its offices (currently in Willits, Ukiah and Fort Bragg) for use by the Union, provided the communications displayed have to do with official Union business. If the Public Authority starts using digital bulletin boards, the Union should have access and use of that board as well.

### **5.6 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, if possible, ten (10) working days prior to the mailing date, and if the Union reimburses the mailing costs to the Public Authority to the extent that the Union documents increase mailing costs. If possible, the Public Authority will provide the Union with two (2) weeks' notice of upcoming Public Authority mailings.

### **5.7 Official Union Representative List**

The Union may designate and identify to the Public Authority, Union representatives to advise and assist Providers with matters within the scope of representation. The Union shall provide the Public Authority a list of Union representatives every six (6) months, or as the representatives change.

### **5.8 Meeting Space**

Upon request of the Union, the Public Authority may provide meeting space, provided such space is available and the Union complies with all departmental rules and policies of the County Board of Supervisors. Request for use of facilities shall be made at least three (3) working days (working days are days that the Public Authority administrative offices are open, currently Monday through Thursday) in advance to the appointing authority or designee and will indicate the date and time of the meeting. The appointing authority shall notify the Union at the time of the request if any charges are applicable for the use of the facility.

## **SECTION 6.**

### **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 representation 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 management representatives prior to adoption. In the event that the Public Authority must act on an emergency basis, the Public Authority shall meet and confer with the Union as soon as is practicable, if the Union so requests.

## **SECTION 7.**

## **ORIENTATION**

All Providers are required to complete an orientation in conformance with applicable State law. In order to best accommodate prospective providers, all New Provider Orientations shall consist of a New Provider Remote Orientation component and an Onsite Group Orientation. New Provider Remote Orientations are available on demand and shall be scheduled and completed by the prospective provider pursuant to their schedule and time limitations. Onsite Group Orientations are conducted once a week at the Ukiah, Willits, and Fort Bragg Offices. Should a prospective provider request assistance or accommodation, the Public Authority will support this request on an individual basis.

The Public Authority will provide the Union with a monthly calendar of new Provider orientations, including the location, date and time of each orientation. Public Authority new Provider orientations conducted in a language other than English are scheduled as needed with notice to the Provider(s) and the Union. The Union will have up to thirty (30) minutes at or near the beginning of the orientation to communicate Union business and representation related issues. The Public Authority will give at least one (1) week of notice to the Union of any change in the orientation schedule. The Public Authority will provide the Union with a copy of the attendance list including names, emails, and telephone numbers after each new Provider orientation.

In the event that the Union is unable to attend a Provider orientation, the Public Authority shall inform Providers that they are represented by the Union and will distribute Union authorization forms and related printed Union information provided by the Union. Any completed Union authorization forms submitted to the Public Authority will be forwarded to the Union within fourteen (14) calendar days.

## **SECTION 8.**

## **WAGES**

### **8.1 Base Wage**

The Base Wage for Providers shall be the Federal, State, or other applicable minimum wage, whichever is greater

### **8.2 Wage Supplement**

At the time this agreement was reached, a Wage Supplement of one dollar (\$1.00) is in addition to the Base Wage.

- A. Following ratification and approval of this MOU, effective the first administratively feasible full pay period (including all local and state administrative processing time), the hourly wage for Providers will be eighteen dollars and eighty-one cents (\$18.81), which represents the California minimum wage as of January 1, 2024, sixteen dollars (\$16.00),

plus the existing one dollar (\$1.00), Wage Supplement and an additional one dollar, and eighty-one cent (\$1.81) Wage Supplement provided through this MOU.

The Public Authority shall submit the appropriate request to the State to implement the new rate, which includes the Base Wage and foregoing Wage Supplements within fifteen (15) working days after Union ratification and Public Authority approval of this MOU.

- B. The parties acknowledge that the foregoing Wage Supplements, in accordance with State law, shall be applied in addition to any increases in the Base Wage of this Agreement that are due to increases in the State minimum wage. The foregoing is a declaration of the law and is not intended to establish any obligations beyond those required by State law.

### **8.3 Funding Level Changes**

If, during the term of this agreement, either Federal or State participation levels are reduced, State realignment funds are reduced, the State caps their funding participation for provider wages lower than the wages paid under this agreement, or the State or Federal cost sharing formula is modified in any manner that would result in an increased cost to the County/Public Authority to maintain the wages in this Agreement, the Wage Supplement will be adjusted by an amount necessary to keep the total costs to the County/Public Authority the same as it would have been had the State or Federal participation level not been adjusted. The Public Authority shall provide the Union twenty (20) calendar days' notice of any such reduction and shall include in said notice information and available documents which validate the reduction, and the reduction shall become effective on the first (1<sup>st</sup>) of the following month of said notice. Upon receipt of a written request from the Union to do so, the Public Authority will meet and confer to discuss the impact of the above-described loss of funding, but in no case shall the Public Authority be required to increase its contribution towards wages or benefits.

If, during the term of this agreement, either Federal or State participation, realignment funding, funding caps, or cost-sharing formula is modified in any manner that would result in a decreased cost to the County/Public Authority to maintain the wages in this Agreement, the County and the Union agree to reopen Section 8.2, Wage Supplement, in order to meet and confer over such impacts.

## **SECTION 9.**

### **ENROLLMENT AND PAYROLL ADMINISTRATION**

The parties understand that the IHSS payroll system is administered by the State. The Public Authority and the 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.

Providers will be enrolled and will be able to access the electronic timesheet system, or, in the alternative, to receive paper timesheets as long as the State has authorized the use of paper timesheets, within thirty (30) calendar days after a Provider has submitted a completed and



accurate enrollment packet, after the Provider has complied with all enrollment requirements, and after all of the Provider's clearances (DOJ, etc.) are complete and approved,

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 and the IHSS Electronic Timesheet Helpdesk (1-866-376-7066) to call for timely answers to payroll questions and resolutions to problems.

**SECTION 10.                      TRAINING**

The Public Authority will provide the Union with ten thousand dollars (\$10,000.00) per year for training subject to the below restrictions and conditions. The payments will be provided to the Union no later than January 31 of each calendar year of this MOU.

The Union shall utilize the training funds to provide trainings that enhance the performance of the Providers. These trainings include, but are not limited to, topics related to medical care, mental health, developmental disabilities, and health and safety.

In order to receive funds for each year of the MOU, the Union must first provide the Public Authority with a written accounting of how the prior year's funds were spent. The accounting must show the date of the training, the topic of the training, the number of Providers at the training, and the total cost of the training. The Union must provide the accounting to the Deputy Director of Adult and Aging Services no later than December 31 of each calendar year the MOU is in effect. No additional funds will be provided if Union fails to timely provide the required accounting.

No additional funds will be provided if the Union spends prior year funds on training topics that do not enhance the performance of the Providers. If prior year funds remain at the end of the year, the Public Authority will provide the difference between the remaining funds and ten thousand dollars (\$10,000.00).

Additional training opportunities for Providers may be found in the IHSS Career Pathways program at <http://cdss.ca.gov>.

This training provision will sunset with the end of this MOU.

**SECTION 11.                      HEALTH AND SAFETY**

The Union and the Public Authority recognize the importance of a safe and healthy working environment for Providers.

Providers shall report any unsafe or hazardous conditions to the Public Authority immediately. Although the parties recognize that the ability of the Public Authority to resolve unsafe or

hazardous conditions may be limited. The Public Authority will attempt to assist in resolving reported unsafe conditions (such as a referral to appropriate authorities, or providing information, etc.) The parties agree that the Public Authority is not obligated to provide confidential or private information about the Recipient, including but not limited to confidential information related to the resolution of hazardous or unsafe conditions.

The Public Authority, only when authorized by the Recipient, shall share relevant health and safety information with a Provider. The Public Authority shall encourage Recipients to directly give Providers relevant health and safety information.

A provider injured on the job must report the injury and complete required workers compensation forms. Providers injured on the job should contact the Public Authority immediately to ensure that the proper forms are provided and executed. The Public Authority will provide workers compensation information at on-site group orientations. Workers' compensation information is also available at the main office of the Adult and Aging Services Division; telephone number 707-463-7900 (currently located at 747 South State Street, Ukiah).

The Public Authority shall make available standard and non-latex gloves and disinfectant hand wipes at no charge to Providers or Recipients who request them. The Public Authority shall have no obligation to reimburse Providers for purchase of supplies.

Nothing in this section shall be construed to limit or interfere with the rights of Recipients to establish conditions of employment for Providers.

## **SECTION 12.                      REGISTRY**

In accordance with the Welfare and Institutions Code, Section 12301.6 and the Mendocino County Ordinance No. 4093, the Public Authority shall operate a Registry that provides referrals of providers to recipients. This may include assistance in finding emergency or respite Providers. Registry Services shall be available by telephone and other immediate means.

The public Authority will maintain a back-up Provider registry for emergency or respite providers.

During the on-site group orientations, the Public Authority will clearly define the two (2) options for Providers which include signing up for the registry or private hire.

The Public Authority and Union agree to meet and confer regarding Registry matters within the scope of bargaining that are controlled by the Public Authority.

### **12.1 Removal From the Registry**

The Public Authority will give written notice of ten (10) days in advance to any individual Provider of intent to remove from the Registry. Such notice shall be sent by certified mail and shall inform the Provider of the reasons for the intended removal of the Provider's right to file an appeal as set forth in this section below, the Provider's right to Union representation, and the

Union telephone number. An electronic copy of the written notice will be sent to the Union at the same time that the Public Authority sends notice to the Provider.

The Provider may appeal a notice of intent to remove from the Registry, provided such an appeal is made in writing within fifteen (15) working days from receipt of notice of the intent to remove.

Appeal is made to the Public Authority Supervisor, who will meet with the Provider, if requested, and will respond in writing to the appeal within fifteen (15) working days of receipt of the written appeal

If the decision to remove the Provider from the Registry is reversed at any level of the appeal, the following actions will take place:

1. The Provider will be notified in writing that the decision was reversed.
2. The Provider's Registry eligibility will be immediately reinstated and the Provider's name will be added to the list that is sent to recipients seeking a Provider.
3. A letter will be sent to the IHSS recipients for which the Provider currently works indicating their reinstatement to the Registry.

The Provider may appeal the decision of the Public Authority Manager to not reinstate the Provider to the Registry, provided such an appeal is made in writing to the Director of Social Services or designee within fifteen (15) working days from receipt of the Public Authority Manager's decision.

The Director of Social Services or designee shall review the written record and respond in writing to the appeal within fifteen (15) working days of receipt of the written appeal. The decision of the Director or designee is final.

1. The Provider will be notified in writing that the decision was reversed.
2. The Provider's Registry eligibility will be immediately reinstated and the Provider's name will be added to the list that is sent to recipients seeking a Provider.
3. A letter will be sent to the IHSS Recipient for which the Provider currently works indicating their reinstatement to the Registry.

The Provider has the right to Union representation in appealing their removal from the Registry.

### **SECTION 13. GRIEVANCE PROCEDURE**

A grievance is any dispute which involves the interpretation or application of any provision of this Agreement, excluding, however, the introduction and the provisions of this Agreement that specifically provide that the decision of any Public Authority official or Recipient shall be final. The interpretation and application of those provisions are not subject to the grievance procedure.

The Union may represent the grievant at any stage of the process.

Grievances must be filed within thirty (30) days of the incident or occurrence giving rise to the grievance and shall be processed in the following manner:

**13.1 Step 1 (Informal)**

Any Provider who believes that a provision of this Agreement has been violated shall discuss the complaint with the Public Authority Supervisor or such representative as the Manager may designate. A written decision by the Public Authority Supervisor shall be issued within fifteen (15) working days following the discussion.

**13.2 Step 2 (Formal)**

If a grievance is not satisfactorily resolved at Step 1 above, the grievant may submit the grievance in writing to the Manager of the Public Authority within fifteen (15) working days of notice of the Step 1 decision. The grievance shall state which provision of this Agreement has been violated, and the remedy sought, if any.

The Manager of the Public Authority or designee shall have fifteen (15) working days in which to respond to the grievance in writing. If the Union requests a meeting with the Manager of the Public Authority or designee, such a meeting will be held. If a meeting is held, the written response shall be fifteen (15) working days following the meeting.

**13.3 Step 3 (Mediation)**

If the grievance is not resolved at Step 2, either the Union or the Public Authority may, within fifteen (15) working days of receipt of the written Step 2 response, file written notification with the other party that the grievance is advancing to Step 3, Mediation.

Within fifteen (15) working days of the request for mediation, the parties shall mutually agree on a mediator. In the event the parties are unable to agree on a mediator within fifteen (15) working days, the parties shall request that the State Mediation and Conciliation Service assign a mediator to assist in resolving the grievance. Fees and expenses of the mediator, if any, shall be shared equally by the Union and the Public Authority.

**13.4 Step 4 (Director)**

If the grievance is not resolved at Step 2 or 3, the Union or the Public Authority may within fifteen (15) working days of the conclusion of mediation, file written notification with the other party that the grievance is advancing to Step 4, the Director of Social Services.

The Deputy Director of Adult and Aging Services shall have fifteen (15) working days in which to respond to the grievance in writing. If the Union requests a meeting with the Deputy Director of

Adult and Aging Services, such meeting will be held. If a meeting is held, the written response shall be fifteen (15) working days following the meeting.

### **13.5 Step 5 (Arbitration)**

If the grievance is not resolved at Step 4, the Union may, within thirty (30) days of receipt of the response from the Deputy Director of Adult and Aging Services, refer the grievance to arbitration.

Within fifteen (15) working days of the request for arbitration, the parties shall mutually select an arbitrator. In the event the parties are unable to agree on an arbitrator within the fifteen (15) working days, the parties shall solicit from the State Mediation and Conciliation Service a list of seven (7) arbitrators. The parties shall alternately strike names from the list until one arbitrator's name remains. The first strike shall be determined by coin toss.

## **SECTION 14.**

## **RECIPIENT RIGHTS AND CONFIDENTIALITY**

### **14.1 Recipient Rights**

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

- A.** Hire Providers of their choice;
- B.** Fire Providers from their service, at will;
- 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.
- E.** Certify utilization of approved hours.

### **14.2 Recipient Confidentiality**

The Union shall not seek information regarding the name, address, phone number or any other personal information regarding Recipients. Union representatives and IHSS Providers shall maintain strict standards of confidentiality regarding Recipients and shall not disclose personal information obtained, from whatever source, pertaining to Recipients, unless disclosure is compelled by legal process, requested by the Recipient in writing or otherwise authorized by law. If Recipient information is disclosed pursuant to this section, the Recipient and the Public Authority shall be notified of such release or disclosure immediately.

### **14.3 Recipient Right To Privacy**

The Union shall have no contact with either the Recipient or the Provider at the Recipient's home without the express permission of the Recipient. This section does not apply to contact with the Provider when the Provider and the Recipient share the same residence.

## **SECTION 15.**

### **LABOR MANAGEMENT COMMITTEE**

In order to encourage open communication, promote harmonious relations, and resolve matters of mutual concern, the parties agree to meet in a Labor-Management Committee subject to the following.

- Meetings will be scheduled by mutual agreement of the parties.
- The parties may agree to ground rules to address such issues as appropriate quorum or necessary participants.
- The Labor Management Committee will have no authority to add to, delete from or otherwise modify the MOU.
- Committee meetings will not serve as a substitute for nor will they satisfy the parties' mutual obligation to meet and confer in good faith regarding matters within the scope of bargaining.
- By mutual agreement of the parties, observers and guests may be invited when their presence will be helpful in the resolution of specific concerns.
- The Labor-Management Committee will be comprised of up to six (6) representatives appointed by the IHSS Public Authority and up to six (6) representatives appointed by the Union. The Deputy Director of Adult and Aging Services will be one of the Committee members. At least one of the Union representatives will be a Union staff person.
- To facilitate resolutions, the parties agree to adopt a problem-solving approach in its discussions.

### **15.1 Topics**

The roles/topics for the Labor Management Committee meetings may include but are not limited to the following:

- A.** Health and Safety.
- B.** Provider Training.
- C.** Recipient Rights and Provider Rights and Obligations.
- D.** Payroll Disputes. Identifying problem-solving mechanisms.
- E.** After Hours Response for Urgent Care. After hours Registry Pool.

**SECTION 16.**

**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 operate the registry; to develop and operate training programs for Providers (other than that specified in Section 10, Training, above); and to take all necessary actions to carry out its mission in emergencies.

**SECTION 17.**

**LIABILITY OF PUBLIC AUTHORITY**

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 Mendocino.

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

**SECTION 18.**

**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 lockout members during the term of this Agreement. This provision shall continue for one (1) year beyond any other provisions of this Agreement.

**SECTION 19.**

**SCOPE AND SEVERABILITY**

**19.1 Scope of Agreement**

Except as otherwise specifically provided herein, this MOU 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 MOU by mutual agreement.

**19.2 Severability of Provisions**

Should any section, clause or provision of this MOU 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 MOU. In the event

that a severed provision impacts unit members at a level that requires meet and confer the parties shall meet promptly to begin negotiations.



**SECTION 20.**

**TERM OF AGREEMENT**

The term of this agreement shall be June 1, 2024 to December 31, 2026.

FOR THE COUNTY:


**COUNTY OF MENDOCINO**



DARCIE ANTLE  
Chief Executive Officer



CHERIE JOHNSON  
Deputy Chief Executive Officer




KAO SAETURN  
Human Resources Manager




MAUREEN MULHEREN 07/09/2024  
Chair, Board of Supervisors

ATTEST: DARCIE ANTLE  
Clerk of the Board

  
Deputy 07/09/2024

I hereby certify that according to the provisions of Government Code, Section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

  
Deputy 07/09/2024

BY: Atlas Pearson, Senior Deputy Clerk of the Board

FOR THE UNION:

**SEIU LOCAL 2015**



KIMBERLY EVON  
Executive Vice President



MARCUS MCRAE  
Statewide Deputy Field Director



PRISCILLA RODRIGUEZ-TARVER  
Negotiation Team Member



CONSUELO ROCHA  
Negotiation Team Member



JUANA SANTACRUZ  
Negotiation Team Member

BEVERLY GALTEN, Posthumously  
Negotiation Team Member

**Cesar Alvarado**

Signed electronically on behalf of:  
Cesar Alvarado  
Chief Negotiator, R6

**RESOLUTION NO. 24-112**

**RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING THE MEMORANDUM OF UNDERSTANDING WITH SERVICE EMPLOYEES' INTERNATIONAL UNION (SEIU) 2015**

WHEREAS, the Meyers-Milias-Brown Act requires that units of local government meet and confer with employee representatives for the purpose of developing agreements regarding wages, hours and other terms and conditions of employment; and

WHEREAS, representatives of Mendocino County Board of Supervisors have met and conferred regarding provisions of the Memorandum of Understanding with representatives of the SEIU 2015; and

WHEREAS, these representatives have agreed upon contractual language for the parties' Memorandum of Understanding concerning wages, hours and other terms and conditions of employment effective June 1, 2024 through December 31, 2026; and attached hereto as Attachment 1; and

WHEREAS, the Memorandum of Understanding hereby amends and fully supersedes the parties' previously approved Memorandum of Understanding, effective June 1, 2024 through December 31, 2026; and

WHEREAS, the Board of Supervisors finds the Memorandum of Understanding to be proper and suitable and hereby approves the Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors formally approves the attached Memorandum of Understanding, signed by representatives of the Board of Supervisors and by representatives of SEIU 2015.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor McGourty, and carried this 9<sup>th</sup> day of July, 2024, by the following vote:

AYES: Supervisors McGourty, Mulheren, Haschak, Gjerde, and Williams  
NOES: None  
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE  
Clerk of the Board

  
MAUREEN MULHEREN, Chair  
Mendocino County Board of Supervisors

  
\_\_\_\_\_  
Deputy

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

APPROVED AS TO FORM:  
CHARLOTTE E. SCOTT  
County Counsel

BY: DARCIE ANTLE  
Clerk of the Board

  
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Deputy