

**MEMORANDUM  
OF AGREEMENT**

**Between the  
Ventura County  
In-Home Supportive Services  
Public Authority**

**and the**

**Service Employees  
International  
Union, United Long-Term Care  
Workers**

**2014-2016**



VENTURA COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY  
MEMORANDUM OF AGREEMENT

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**MEMORANDUM OF AGREEMENT BETWEEN THE VENTURA COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY AND THE SERVICE EMPLOYEES INTERNATIONAL UNION – UNITED LONG-TERM CARE WORKERS**

**ARTICLE 1  
IMPLEMENTATION**

This Memorandum of Agreement (MOA) constitutes a mutual recommendation to be submitted to the Directors of the Ventura County In-Home Supportive Services Public Authority, (hereinafter referred to as the “Authority”) and the Service Employees International Union, United Long-Term Care Workers, (hereinafter referred to as SEIU ULTCW). It is agreed that this MOA shall not be binding upon the parties - either in whole or in part - unless and until approved by SEIU ULTCW and subsequently, by the Directors of the Authority.

**ARTICLE 2  
RECOGNITION**

The Authority recognizes SEIU ULTCW as the exclusive representative of In-Home Supportive Services (IHSS) Providers for whom the Authority serves as the “Employer of Record” pursuant to Welfare & Institutions Code Section 12301.6(c) and within the meaning of Chapter 10 (commencing with Section 3500) of Division 4 of Title 1 of the Government Code. This MOA shall apply to only those who fit the definitions of “employee” and “provider” as per Sections 220 and 231 of Authority’s Employer-Employee Relations Rules and Regulations (EERR&Rs).

**ARTICLE 3  
TERM**

The term of this agreement shall begin on the first day of the month following approval of the proposed rates by the State Department of Social Services and the California Department of Health Services, up to and including December 31, 2016.

In the event the California In-Home Supportive Services Authority assumes collective bargaining responsibility for IHSS providers in Ventura County prior to this MOA’s expiration date, the Authority shall be absolved of any contractual responsibility to SEIU-ULTCW, except, as required by law.

**ARTICLE 4  
NO DISCRIMINATION**

There shall be no discrimination in the interpretation, application, or enforcement of the express terms of this MOA because of sex, race, creed, color, national origin, sexual orientation, age, disability, or participation or non-participation in the union activities against any Provider by the IHSS Public Authority or by the SEIU Local 6434.

**ARTICLE 5  
WAGES**

**Section 501**

Wages: New wage rates will begin on the first day of the month following approval by the State Department of Social Services and the California Department of Health Services but no sooner than the date listed below. The rate increases proposed below shall be subject to and contingent upon the State's review and approval of the proposed increases and determination that the County's financial exposure will be limited to the levels set forth in Article 5, Sec. 502 of this Agreement.

- A. All represented Providers shall be paid \$9.50 an hour.
- B. Effective July 1, 2014, the hourly rate of pay of all IHSS providers covered by this Agreement shall be increased by \$1.60 an hour to a total hourly rate of \$11.10.
- C. Effective July 1, 2015, the hourly rate of pay of all IHSS providers covered by this Agreement shall be increased by \$1.00 an hour to a total hourly rate of \$12.10.
- D. Effective July 1, 2016, the hourly rate of pay of all IHSS providers covered by this Agreement shall be increased by \$0.40 an hour to a total hourly rate of \$12.50.

**Section 502**

Wage Contingency:

- A. The uncertainty of the levels and continuation of state and federal funding for the IHSS program requires that the Public Authority and the County protect its other programs and services from sudden revenue

shifts. Contract commitments to the IHSS program could result in millions of dollars of unfunded liability if the levels of state and federal participation change. Due diligence requires that we protect our fiscal interests in this regard. (Note: the term “wage, wages, or wage cost” as used hereafter includes wages, benefits, employment taxes and administrative costs.)

- B. Notwithstanding any change to federal or state law during the term of the agreement, the County and/or the Public Authority’s obligation to contribute toward employee wage cost shall be capped at 17.5%. Within 15 days of notification of any such change the Parties will meet and consult on the impact of such changes.
  
- C. If during the term of this Agreement the Public Authority receives notification that state or federal participation levels are reduced or the state or federal sharing formula is modified relative to the baseline numbers described in the implementation agreement 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 MOA, compensation 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. However, the Public Authority may at its discretion temporarily delay implementation of such reduction for a period not to exceed sixty (60) days to allow time for the Authority to notify and discuss with the SEIU ULTCW the effects of such a reduction.

## **ARTICLE 6 CONSUMER RIGHTS**

The Public Authority and SEIU ULTCW agree to abide by the provisions of all regulations and laws that govern the operation and administration of In-Home Supportive Services programs including those that specify the rights of IHSS “consumers.” “Consumers” (or “recipients”) are those who are eligible and authorized to receive in-home supportive services under Welfare and Institutions Code Section 12300 (et seq). The parties explicitly understand and recognize that “consumers” retain the exclusive discretion and the absolute right to select,

engage, terminate, supervise, direct and/or schedule the services of any such provider.

**Confidentiality Right to Privacy:** SEIU ULTCW shall neither seek nor if received, maintain any information regarding the name, address, phone number or any other personal information regarding consumers. 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.

## **ARTICLE 7 MUTUAL RESPECT**

The Public Authority and SEIU ULTCW agree that all workers and administrators involved in the IHSS Program, regardless of position, profession or rank, shall treat each other with courtesy, dignity and respect.

## **ARTICLE 8 AUTHORITY RIGHTS**

It is the exclusive right of the Public Authority to determine its mission, and the methods, manners, means, personnel, and the classification thereof, by which the Authority's operations are conducted and objectives are to be achieved, so long as the methods, manners, means, personnel, and the classification decisions, procedures or policies do not violate any applicable statutory or case law, Ordinance, Resolution, Regulation, the applicable EERR&R or this MOA.

SEIU ULTCW shall hold harmless the Ventura County IHSS Public Authority and through respective boards, directors and employees from any and all claims for damages arising from disclosure to SEIU ULTCW of IHSS providers, names, social security numbers, addresses and telephone numbers.

## **ARTICLE 9 UNION RIGHTS**

### **A. List and Information**

As permitted by law, the Public Authority shall, on a monthly basis, between the first (1<sup>st</sup>) and fifteenth (15<sup>th</sup>) of each month, provide the SEIU ULTCW a list of all current providers including name, address, telephone numbers, social security number, hours authorized and hours worked. The list is to be provided in an agreed-upon electronic format.

**B. Bulletin Board**

The Public Authority will provide a secured bulletin board in the office of the Public Authority for use by official union representatives. This board shall be accessible by all Providers. Information posted shall be at the discretion of the SEIU ULTCW.

**C. Dues Deduction**

SEIU ULTCW shall be allowed to have payroll deductions for dues, agency fee, SEIU Committee on Political Education (COPE) Fund, Political Action Committee and any other SEIU ULTCW benefit programs offered to members of SEIU ULTCW.

All Providers in this bargaining unit, covered by this MOA on or after the effective date of this MOA, shall within thirty (30) days and/or after working fifteen (15) hours or more per month shall become and remain a member of SEIU ULTCW or pay to SEIU ULTCW a Union Security fee or if s/he qualifies, a charity fee equal to the amount of the agency fee to a non-religious, non-labor charity fund as a condition of employment.

**D. Union Security**

SEIU ULTCW agrees that it has a duty to provide fair and non-discriminatory representation to all providers in the IHSS Unit regardless of whether they are members of the SEIU ULTCW.

Union Security shall be implemented for the IHSS Providers in the bargaining unit only after a secret ballot election by mail, conducted by SEIU ULTCW and certified by State Mediation and Conciliation Services, in which a simple majority of those voting elect to implement a Union Security provision. The Union Security election and the MOA ratification shall be concurrently in two separate ballots. All IHSS Providers in the bargaining unit will be eligible to vote in the Union Security and MOA ratification elections.

1. If such an election is certified, IHSS Providers who are authorized to work fifteen (15) or more hours per month shall, as a condition of employment, either:
  - a. Become and remain a member of SEIU ULTCW;  
or
  - b. Pay to SEIU ULTCW a Union Security fee in an amount that does not exceed an amount that may be lawfully collected under applicable laws; or
  - c. Do both of the following:

- i. Execute a written declaration that the employee is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
  - ii. Pay a sum equal to the Union Security fee describe above to a non-religious, non-labor, charitable fund chosen by mutually agreement between the County of Ventura IHSS Public Authority and SEIU ULTCW.
2. It shall be the sole responsibility of SEIU ULTCW to determine a Union Security fee which meets the above criteria.
3. Such dues or fees shall, as condition of continue employment, be deducted from the provider's paycheck on a monthly basis starting the first day of the month following the completion of thirty (30) days of employment, subject to limitations and practices of the State's payroll system. This provision shall become effective on the first payroll date of this agreement.
4. The Provider's earnings must be sufficient after required deductions are made to cover the amount of the dues or Union Security fees. When a Provider is in a non-pay status for entire pay period, no withholding will be made to cover the pay period from future earnings. When an individual works less than fifteen (15) authorized hours during any month, no dues payment of the Union Security fee will be withheld or due for that month. All required deductions have priority over Union dues and the Union Security fees.
5. The IHSS Public Authority and SEIU ULTCW will cooperate in the implementation and subsequent administration of this section.
6. No later than thirty (30) days after the effective date of this Agreement, the IHSS Public Authority shall mail to each worker subject to this Agreement a notice advising workers that there is a Fair Share agreement with SEIU

ULTCW and that the workers subject to the Agreement must either join SEIU ULTCW, pay an agency fee to SEIU ULTCW or execute the above describe declaration claiming a conscientious religious exemption.

7. The IHSS Public Authority shall provide the above information concerning the fair share provisions, including the fair share/union membership form, to all new IHSS providers who become covered by this MOA after the effective date of the MOA.
8. SEIU ULTCW shall defend, indemnify and hold harmless the IHSS Public Authority, its Board, directors, officers and employees, from any claims, demands, suits or any other actions arising from this Article.
9. If at any time the State Controller or the Department of Social Services makes any changes to the dues deduction or IHSS payroll systems that directly impacts this system, the IHSS Public Authority shall meet and confer regarding the impact of the changes.

**E. Member Status**

Providers must either become and remain members of the Union in good standing or pay an agency fee to the Union. Membership in good standing shall mean that the provider pays the regular periodic dues as a condition of acquiring or retaining membership. Agency fee is the regular periodic fee required of non-members as their fair share of the costs of representation. Subject to the limitations and protections of applicable law, such dues or fees shall, as a condition of continued employment, be deducted from the Provider's paycheck on a monthly basis following completion of (15 hours) or more hours of employment.

**F. Official Union Representatives**

At the beginning of the term of this Agreement, SEIU ULTCW shall notify the IHSS Public Authority and the Director of Industrial Relations of their Official Representatives (Field Representatives and Shop Stewards). SEIU ULTCW shall notify the Public Authority of any changes to the list within thirty (30) days of their occurrences.

**G. Shop Stewards**

SEIU ULTCW shall notify the IHSS Public Authority of the names of the union stewards at the beginning of the contract year and update the names as changes occur.

**H. Employee Orientation**

The Public Authority shall provide notice to the SEIU ULTCW of monthly Provider orientations at least one week prior to the date of the orientation. The Executive Director of the Public Authority shall permit a representative of SEIU ULTCW to attend orientations and address the group about the Union, SEIU ULTCW. The Public Authority shall allow SEIU ULTCW to provide authorization forms and related printed SEIU ULTCW information to Providers during their presentation. SEIU ULTCW will have thirty (30) minutes to address the group at the orientation.

**I. Payroll**

The Public Authority and SEIU ULTCW shall work together in this forum to identify causes and solutions to problems that result in late, lost or inaccurate paychecks. The Public Authority and SEIU ULTCW shall work cooperatively to create solutions by bringing the problem to the attention of the responsible agencies (this may include the State's payroll department, for example).

The Public Authority shall work cooperatively with all Providers to provide timely answers to payroll questions and resolutions to problems. The Public Authority shall work diligently to ensure that providers are paid in a timely manner; and abide by AB1470 the Direct Deposit Legislation.

**J. Training**

The Public Authority and SEIU ULTCW recognize that providing access to training for IHSS providers is an important goal and a significant component of the IHSS program. Trainings shall be one of the topics for discussion at the Labor Management Committee.

**K. Cope Deduction**

Subject to the payroll practices and limitation of the State, deductions shall be made by the State from a Provider's paycheck to the SEIU Cope Fund, provided that the Union has on file a voluntarily signed revocable authorization card from the Provider that has not been revoked. The Union shall be solely responsible for payment to the State regarding any and all expenses related to the administration of this deduction, as required by the State.

**ARTICLE 10  
TRAINING**

The Public Authority has and will retain the right to determine the scope and method of Training. In an effort to enhance training opportunities the parties agree that a Joint Labor Management Committee shall consider development of a training plan. Additionally, they will assess the availability of resources for funding such training efforts. At Executive Director's discretion the mission and authority of the JLMC may be extended.

**ARTICLE 11  
NO STRIKE**

No work stoppages, strikes, or slowdowns shall be caused or sanctioned by SEIU ULTCW. No provider shall withhold his/her services as part of a concerted work action. If this section is violated, the party and/or individual committing the violation shall lose all rights under this MOA.

**ARTICLE 12  
LABOR MANAGEMENT COMMITTEE**

In order to encourage open communication, promote harmonious relations and resolve matters of mutual concern, the parties shall maintain a labor-management committee. The committee shall be governed by the following:

- A. The committee shall meet every other month or as mutually agreed to by the parties.
- B. The topics for such meetings may include, but are not limited to, mutual respect, payroll problems, health and safety issues, transportation, training and education.
- C. The committee shall be composed of three (3) representatives appointed by the Public Authority and three (3) representatives appointed by the Union. Observers and guests may be invited by either party when their presence will be helpful in the resolution of specific issues.

The provisions of this Article and the subjects and recommendations of the committee shall not be subject to the Grievance Procedure.

The committee shall not have the authority to modify the terms and conditions of this MOA. Any changes recommended by the committee that would have the effect of modifying provisions of this MOA shall be addressed during the next negotiations period between the parties unless the parties mutually agree to reopen the agreement to address a specific issue.

## ARTICLE 13 REGISTRY

In accordance with the Welfare and Institutions Code Section 12301.6 and the Ventura County Ordinance No. 4272 the Public Authority shall operate a registry for the purposes of assisting Consumers in finding providers.

### 1. Registry Advisory Committee:

- A. The Labor Management Committee shall serve as a Registry Advisory Committee for the purpose of jointly reviewing and discussing the Registry's policies and procedures, offering advice and recommendations to the Public Authority.
- B. To assist the committee's activities, the Public Authority shall, upon request share with the Union and the Committee the data with respect to the monthly volumes of Provider and Consumer participants, referrals and placements. The Public Authority shall also share with the Committee registry policies and procedures.

### 2. Registry Complaint Resolution Process:

- A. **Step One**: Any Provider who believes that he or she has been adversely affected due to an alleged failure by the Registry staff of comply with applicable Registry policies and procedures shall, within 30 calendar days of when the Provider knew or should have known of the event giving rise to the complaint, send to the Public Authority a written complaint and/or request for review. The request shall state the basis of the complaint and a statement as to what the Provider wishes the Registry to do to remedy the situation. The Public Authority shall, within 30 calendar days after receipt of the complaint, review the matter, prepare and send a written response to the complaining Provider.
- B. **Step Two**: If the Provider is not satisfied with the response, he or she may, within 12 calendar days of the completion of Step One, as evidenced by the postmark of the reply, send a written request for review to the Executive Director of the Public Authority or the Human Services Agency Director's designee. The Executive Director or the Human Services Agency Director's designee will within 15 calendar days after receipt of the request, review the matter, prepare and send a written response to the complaining Provider. That decision shall be final upon all concerned.

- C. The complaints covered under this section shall not be subject to the grievance procedure.

#### **ARTICLE 14 UNION MEDICAL TRUST**

Effective July 1, 2014, in conjunction with the wage increase of Article 5, 501B, the following provisions and medical trust contributions shall terminate.

Effective the same day as the salary effective date, the Public Authority shall pay \$0.60 per hour worked for each hour worked by all IHSS providers covered by this agreement to the Medical Trust established to cover eligible providers. The Public Authority shall pay the total amount owed every pay period to the Medical Trust.

The Union shall be responsible for the establishment and the administration of the Union Medical Trust for IHSS Providers.

1. Funding: The Public Authority will place all monies owed for this Union Medical Trust into an interest bearing trust account established by the Union until the Medical Trust is operational.
2. Limit on Public Authority Expenditures: The Public Authority is obligated to pay \$0.60 per paid hour of work per provider for this health insurance trust. The Union Medical Trust proposes that a provider becomes eligible after two (2) consecutive months of service at 80 hours worked per month. The Public Authority is only responsible for putting the appropriate amount of money into the Union Medical Trust based on the number of hours worked at the previously stated rate. The Public Authority is not responsible to determine eligibility, or actual health coverage for any individual. Eligibility and actual coverage are at the discretion of the rules of the Union Medical Trust.
3. Mutual Efforts: The Public Authority will cooperate with the Union to implement the Union Medical Trust set forth above. The Union shall have the right to determine which policies and benefits to make available to the eligible Provider.

The Union shall also select a Health Care Plan to provide health insurance coverage to a maximum amount of Providers.

The Union shall provide the Public Authority with a semi-annual report of deposits, enrollees, premiums, other expenses and balances.

## **ARTICLE 15 PENSION**

The Parties agree that a pension system for the IHSS workers will be discussed and considered in the successor agreement.

## **ARTICLE 16 DISPUTE RESOLUTION PROCEDURES**

### **PURPOSE:**

To provide a means for resolving problems encountered by Providers, except those related to hiring, terminating and directing the completion of authorized services that are expressly the right of the consumer/employer (Article 6 – Consumer’s Rights).

### **DEFINITION:**

A dispute is a claim by a provider that the PA has misapplied a specific section of this MOA such that it adversely affects the provider.

### **REPRESENTATION:**

At any step in this Process a Provider may represent him or her self, may be represented by a fellow Provider, may be represented by the Union, or any other person she/he may choose.

### **TIME LIMITS:**

The time limits are intended to quickly address and resolve disputes. At any step, if a Provider does not agree with the proposed resolution or if the PA rejects the resolution offered by the Provider, it is the Provider’s responsibility to move the dispute to the next level. Failure to do so within the time limits provided ends the process and the dispute will be considered resolved. Failure of the PA to respond within the time frame is the same as a rejection by the PA.

### **STEP 1 - INFORMAL RESOLUTION:**

The Provider shall first discuss her/his concerns with the Registry Operations Manager in a meeting within 21 days of the occurrence of the circumstances causing the concerns or 21 days from the time the Provider could reasonably have known about the causes of the concern. The Registry Operations Manager shall respond to the Provider’s concerns within 10 calendar days from the meeting with the Provider.

### **STEP 2 - FORMAL RESOLUTION:**

If the Provider believes her or his concerns have not been satisfactorily resolved at the Informal step, then within 7 days of the response at Step 1 or the expiration of the 10 day Step 1 response time, the Provider may file

a written explanation of her or his concerns and submit them to the Registry Operations Manager.

The written submittal shall:

- A. Fully describe the misapplication of the MOA and how it adversely affected the Provider
- B. List the section(s) of the MOA that were violated
- C. Indicate the date of the actions in dispute
- D. Specifically describe the action that the Provider wants the PA to take to resolve the dispute.

The Registry Operations Manager shall meet with the Provider to thoroughly discuss the grievance in an attempt to provide a resolution acceptable to the Provider. The Registry Operations Manager shall have 7 calendar days from the meeting to provide a response to the Provider, in writing.

### **STEP 3 - FORMAL RESOLUTION:**

If the Provider believes her or his concerns have not been satisfactorily resolved at the Step 2, then within 7 days of the response at Step 2 or the expiration of the 7 day Step 2 response time, the Provider may file a written appeal to the Executive Director.

The written appeal shall include all of the information provided at Step 2 and explain why the answer at Step 2 is not satisfactory.

The Executive Director shall meet with the Provider to thoroughly discuss the grievance in an attempt to provide a resolution acceptable to the Provider. The Executive Director shall have 7 days from the meeting to provide a response to the Provider.

### **STEP 4 - FORMAL RESOLUTION:**

If the Provider believes her or his concerns have not been satisfactorily resolved at the Step 3, then within 7 days of the response at Step 3 or the expiration of the 7 day Step 3 response time, the Provider may file a written appeal to the Human Services Agency Director.

The written appeal shall include all of the information provided at Step 2 and explain why the answer at Step 3 is not satisfactory.

The Human Services Agency Director shall have 7 days from the receipt of the appeal to provide a response to the Provider. The response of the Human Services Agency Director shall be final and binding on the parties.

**ARTICLE 17**  
**FULL UNDERSTANDING, MODIFICATION WAIVER**

This MOA sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Except as specifically provided herein, it is agreed and understood that each party voluntarily and unqualifiedly waives its right, 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 negotiations during the term of the MOA.

Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by the Authority.

The waiver of any breach, term or condition of this MOA by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

**ARTICLE 18**  
**PROVISIONS OF LAW**

It is understood and agreed that this MOA is subject to all current and future applicable federal, state, and County laws and regulations. If any part or provision of this MOA is in conflict or inconsistent with such applicable provisions of federal, state or County laws, rules and regulations or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this MOA shall not be affected thereby. This contract is not intended to eliminate or modify any benefits received by those covered under this contract.

**ARTICLE 19**  
**SUCCESSOR AGREEMENT**

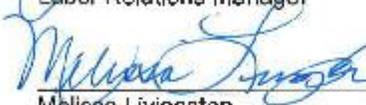
In the event SEIU-ULTCW desires to negotiate a successor Agreement, SEIU-ULTCW shall serve on the Authority, no less than 150 days from the expiration date referenced in Article 3, its written request for information and notice of intent to commence negotiations for a successor Agreement. Any notice or request by SEIU-ULTCW shall be in writing and addressed to the Executive Director of the Public Authority and the Director of Labor Relations for the County of Ventura.

The Authority shall issue a response to the information request no later than 30 days after receipt.

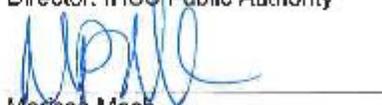
Negotiations shall begin no later than ninety (90) days prior to the expiration date referenced in Article 3, unless otherwise agreed to by the parties. Sections of this Agreement not addressed by either party in their proposals shall remain in full force and effect when a successor agreement is implemented.

**COUNTY OF VENTURA  
IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY**

  
\_\_\_\_\_  
J. Tabin Cosio  
Labor Relations Manager

  
\_\_\_\_\_  
Melissa Livingston  
Deputy Director, HSA

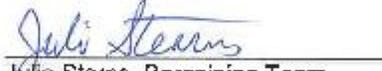
  
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Robert Jenkins  
Director, IHSS Public Authority

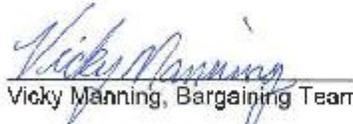
  
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Marissa Mach  
Sr. Program Manager, HSA

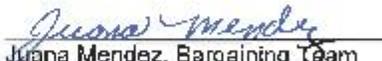
**SERVICE EMPLOYEES INTERNATIONAL UNION, ULTCW**

  
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Laphonza Butler, President of ULTCW

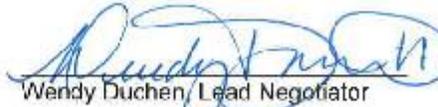
  
\_\_\_\_\_  
Susan Escalante, Executive Board

  
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Julie Sterns, Bargaining Team

  
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Vicky Manning, Bargaining Team

  
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Juana Mendez, Bargaining Team

  
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Maria Vasquez, Bargaining Team

  
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Wendy Duchon, Lead Negotiator

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COUNTY OF VENTURA/PUBLIC AUTHORITY AND SEIU, LOCAL 998  
MEMORANDUM OF AGREEMENT 2006-2009  
SIDE LETTER IMPLEMENTATION PROCEDURES  
NOVEMBER 1, 2005

Section 502 of the 2006-2009 MOA between the Public Authority and the SEIU Local 998 IHSS workers provides for contingencies in the event of funding changes. This language provides for specific implementation procedures in the event the identified changes occur. The term "wages" as used herein includes wages, benefits, employment taxes and administrative costs.

- A. The following shall serve as the baseline cost sharing ratios applicable to Article 5, Sections, 501, 502 and Article 13.
  - 1. The wages provided for in this MOA are based on the assumption that throughout the term of this MOA, the state and federal governments shall share in the costs of wages in the following manner:
    - a. The state will pay 65% of the non-federal share of wage costs and the County will pay 35% of the non-federal share of wage costs.
    - b. The federal government shall pay a minimum of 50% of the costs of wages for each IHSS service hour eligible for federal participation.
  
- B. If the baseline cost sharing ratios set forth above is changed, the Public Authority shall reduce employee wages so that the Public Authority's contribution shall not exceed 17.5% of the wage otherwise provided for in the MOA. The Public Authority shall provide to the Union a detailed written description of any adjustments to be made pursuant to this Section above at least fifteen (15) days prior to the effective date of such adjustments.
  - 1. Upon receipt of a written request from the Union to do so, the Public Authority will meet and consult regarding 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.
  - 2. If the Public Authority agrees to temporarily delay the implementation of appropriate adjustments during meet and consult, the final adjustments adopted by

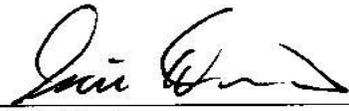
the Public Authority may be an amount necessary to keep the end-of-agreement costs to the Public Authority the same as those costs would have been had the appropriate adjustments been made without delay.

Dated this 1st day of November, 2005.

For the Public Authority:

For SEIU Local 998

  
\_\_\_\_\_  
John K. Nicoll  
Chief Deputy Executive Officer  
County of Ventura

  
\_\_\_\_\_  
Will Hirst  
Service Employees International Union,  
Local 998