

**MEMORANDUM
OF AGREEMENT**

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

and

**Service Employees
International
Union, Local 2015**

2018-2021

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 SEIU LOCAL 2015**

**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 SEIU Local 2015 (hereinafter referred to as the "Union"). It is agreed that this MOA shall not be binding upon the parties - either in whole or in part - unless and until approved by the Union and, subsequently, by the Directors of the Authority.

**ARTICLE 2
RECOGNITION**

The Authority recognizes the Union as the exclusive representative of In-Home Supportive Services (IHSS) providers (hereinafter referred to as "Providers") for whom the Authority serves as the "Employer of Record" pursuant to Welfare and 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 MOA shall be for three years effective from the date of final adoption and approval by the Directors of the Authority up to and including June 11, 2021.

**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, gender identification, age, disability, or participation or non-participation in the union activities against any Provider by the Authority or by the Union.

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 of Ventura's ("County") and Authority's financial exposure will be limited to the levels set forth in Article 5, Sec. 502 of this MOA. The Authority and the Union agree to collaborate and coordinate efforts whenever possible to maintain and enhance funding to the Authority and to ensure that County and Authority programs are not harmed or cut due to state and federal legislative efforts.

- A. The base wage for all Providers shall be \$12.50 per hour, or the California or federal minimum wage, whichever is highest.
- B. Effective the first day of the first month following approval by the State Department of Social Services, the hourly rate of pay of all Providers covered by this MOA shall be increased by twenty-eight cents (\$0.28) per hour. This twenty-eight cent (\$0.28) per hour increase shall be a wage supplement above the base wage in subsection A above and as defined by Article 7 (Section 12306.16) of the California Welfare and Institutions Code. This increase shall be contingent on the State maintaining its full level of participation in the wage supplement specified herein.
- C. The Authority shall submit the required rate materials for a 2019 wage supplement increase to the State by April 1, 2019. Effective the first day of the first month following approval by the State Department of Social Services, but no sooner than June 1, 2019, the hourly rate of pay of all Providers covered by this MOA shall be increased by eighteen cents (\$0.18) per hour. This eighteen cent (\$0.18) per hour increase shall be a wage supplement above the base wage in subsection A above and as defined by Article 7 (Section 12306.16) of the California Welfare and Institutions Code. This increase shall be contingent on the State

maintaining its full level of participation in the wage supplement specified herein.

- D. The Authority shall submit the required rate materials for a 2020 wage supplement increase to the State by April 1, 2020. Effective the first day of the first month following approval by the State Department of Social Services, but no sooner than June 1, 2020, the hourly rate of pay of all Providers covered by this MOA shall be increased by eighteen cents (\$0.18) per hour. This eighteen cent (\$0.18) per hour increase shall be a wage supplement above the base wage in subsection A above and as defined by Article 7 (Section 12306.16) of the California Welfare and Institutions Code. This increase shall be contingent on the State maintaining its full level of participation in the wage supplement specified herein.

Section 502

Wage Contingency:

- A. The uncertainty of the levels and continuation of state and federal funding for the IHSS program requires that the Authority and the County protect their 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 the Authority and the County protect its fiscal interests in this regard. (Note: the terms “wage,” “wages,” or “wage cost” as used hereafter include wages, benefits, employment taxes and administrative costs.)
- B. Notwithstanding any change to federal or state law during the term of this MOA, the County and/or the 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 MOA the 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

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 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 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 Union the effects of such a reduction.

ARTICLE 6 CONSUMER RIGHTS

The Authority and the Union 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: The Union 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 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 Authority and the Union 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 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, provision of the EERR&Rs or this MOA.

The Union shall hold harmless the Authority and the County and their respective boards, directors, members, officers and employees from any and all claims for damages arising from disclosure to the Union of Providers' names, social security numbers, addresses and telephone numbers.

**ARTICLE 9
UNION RIGHTS**

A. List and Information

As permitted by law, the Authority shall, on a monthly basis, between the first (1st) and fifteenth (15th) of each month, provide the Union 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 Authority will provide a secured bulletin board in the office of the Authority for use by official union representatives. This board shall be accessible by all Providers. Information posted shall be at the discretion of the Union.

C. Dues Deduction

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

1. The Union shall defend, indemnify and hold harmless the Authority, its board, directors, officers and employees, from any claims, demands, suits or any other actions arising from this Article.
2. 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 Authority shall meet and confer regarding the impact of the changes.

D. Official Union Representatives

At the beginning of the term of this MOA, the Union shall notify the Authority and the County's Assistant County Executive Officer/Director of Human Resources of their Official Representatives (Field Representatives and Shop Stewards). The Union shall notify the Authority of any changes to the list within thirty (30) days of their occurrences.

E. Shop Stewards

The Union shall notify the Authority of the names of the union stewards at the beginning of the contract year and update the names as changes occur.

F. Employee Orientation

The Authority shall provide notice to the Union of monthly Provider orientations at least one week prior to the date of the orientation, indicating the language of the orientation meeting. The Executive Director of the Authority shall permit a representative of the Union to attend orientations and address the group about the Union. The Authority shall allow the Union to provide authorization forms and related printed Union information to Providers during their presentation. The Union will have thirty (30) minutes at or about the beginning of the meeting to address the group at the orientation, unless there is an operational need for the Authority to present first.

The Authority will provide the Union with a copy of the attendance list including names and telephone numbers after each new Provider orientation.

In the event that the Union is unable to attend a Provider orientation, the 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. Materials will also be available at Provider training classes. Any completed authorization forms will be forwarded to the Union. Any questions regarding the Union will be referred to the Union.

G. Payroll

The Authority and the Union shall work together in this forum to identify causes and solutions to problems that result in late, lost or inaccurate paychecks. The Authority and the Union 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 Authority shall work cooperatively with all Providers to provide timely answers to payroll questions and resolutions to problems. The Authority shall work diligently to ensure that Providers are paid in a timely manner; and comply with California Welfare and Institutions Code Section 12304.4 concerning direct deposit of payroll.

H. Training

The Authority and the Union recognize that providing access to training for 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.

I. 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.

J. Notices Regarding Employment

The Authority will provide the Union with copies of all notices sent to Providers regarding their employment status, including but not limited to notices of payroll violations, at the same time that those notices are sent to Providers.

**ARTICLE 10
TRAINING**

The 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 Labor Management Committee shall consider development of a training plan. Additionally, they will assess the availability of resources for funding such training efforts. At the Authority's Executive Director's discretion the mission and authority of the Labor Management Committee may be extended.

**ARTICLE 11
NO STRIKE**

No work stoppages, strikes, or slowdowns shall be caused or sanctioned by the Union. 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 up to five (5) representatives appointed by the Authority and up to five (5) 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 Dispute Resolution Procedures.

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 MOA to address a specific issue.

**ARTICLE 13
REGISTRY**

In accordance with Welfare and Institutions Code Section 12301.6 and Ventura County Ordinance No. 4272 the 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 Authority.
- B. To assist the committee's activities, the 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 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 to 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 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 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 Authority or the County's 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 Dispute Resolution Procedures.

**ARTICLE 14
PENSION**

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

**ARTICLE 15
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 Authority 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 himself or herself or may be represented by a fellow Provider, the Union, or any other person the Provider 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 Authority 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 Authority to respond within the time frame is the same as a rejection by the Authority.

STEP 1 - INFORMAL RESOLUTION:

The Provider shall first discuss his or her 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 his or her 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 Authority to take to resolve the dispute.

The Registry Operations Manager shall meet with the Provider to thoroughly discuss the concerns 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 his or her 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 Authority's 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 concerns 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 his or her concerns have not been satisfactorily resolved at 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 County's 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 16
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 17
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 MOA is not intended to eliminate or modify any benefits received by those covered under this MOA.

ARTICLE 18
SUCCESSOR AGREEMENT

In the event the Union desires to negotiate a successor agreement, the Union 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 the Union shall be in writing and addressed to the Executive Director of the Authority

and the County's Assistant County Executive Officer/Director of Human Resources.

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 MOA not addressed by either party in their proposals shall remain in full force and effect when a successor agreement is implemented.

THE FOREGOING ARTICLES ARE HEREBY AGREED TO
ON THIS 12TH DAY OF JUNE, 2018, BY:

FOR THE COUNTY:



Craig Leedham
Ventura County Labor Relations



Melissa Livingston
Ventura County Human Services Agency



Mike Cumow
Ventura County Labor Relations



Sandra Ambriz
Ventura County Labor Relations



Jeremy Siders
Ventura County Labor Relations



Yvonne Martinez
Ventura County Labor Relations

FOR SEIU LOCAL 2015:



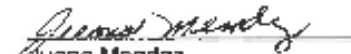
Sergio Donis
Regional Director



David Werlin
Statewide Bargaining Director



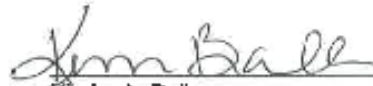
Miguel Benitez
Lead Organizer



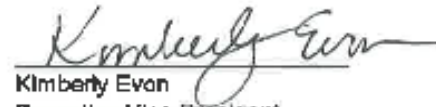
Juana Mendez
Bargaining Team



Vicky Manning
Bargaining Team



Kimberly Ballon
Bargaining Team



Kimberly Evon
Executive Vice President

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.

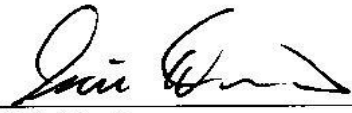
Dated this 1st day of November, 2005.

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