

MEMORANDUM OF AGREEMENT

between

**SANTA CLARA COUNTY
PUBLIC AUTHORITY FOR IN-HOME SUPPORTIVE SERVICES**



and

**LOCAL 521
SERVICE EMPLOYEES INTERNATIONAL UNION**



March 11, 2014 – February 1, 2017

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PREAMBLE

This Memorandum of Agreement (MOA) is entered into by the Santa Clara County Public Authority for In-Home Supportive Services (hereinafter referred to as the Public Authority) and Service Employees International Union Local 521 (hereinafter referred to as the Union).

ARTICLE 1 – RECOGNITION

The Public Authority recognizes the Union as the exclusive collective bargaining representative for covered in-home supportive service workers, also known as Independent Providers. The Public Authority is the employer of record for Independent Providers. Consumers retain the sole right to hire and fire Independent Providers.

ARTICLE 2 - NO DISCRIMINATION

Neither the Public Authority nor the Union shall interfere with, intimidate, restrain, coerce or discriminate against any Independent Provider in her/his free choice to participate or join or refuse to participate or join the Union.

The Public Authority as the employer of record has no responsibility for the employment relationship between the Independent Provider and the consumer. The Public Authority, in providing any activity made under this contract, and the Union agrees not to discriminate against any Independent Provider because of the Independent Provider's race, religion, color, age, sex, sexual preference, national origin, marital status, veteran status, or disability.

ARTICLE 3 - CONSUMER CONFIDENTIALITY

Section 3.1 - Information on Consumers

The Union shall neither seek nor receive information from the Public Authority regarding the name, address, phone number, or any other personal information regarding consumers. Union representatives and Independent Providers shall maintain strict standards of confidentiality regarding consumers and shall not disclose personal information pertaining to consumers obtained from any source unless the disclosure is compelled by the legal process or otherwise required by law.

Section 3.2 – Visits by Union Representatives

Union representatives shall not conduct union business, including business related to the enforcement of this Agreement, at the homes of consumers unless the home of the consumer is also the home of the Independent Provider. If the home of the consumer is also the home of the Independent Provider, no Union business, including business related to the enforcement of this Agreement will interfere with client care. No meeting shall be held in the home if the consumer objects to such meeting.

ARTICLE 4 – UNION SECURITY

Section 4.1 – Relationship Affirmation

The Union recognizes its obligation to cooperate with the Public Authority to assure maximum service of the highest quality and efficiency to the residents of the County of Santa Clara, consonant with its obligations to the Independent Providers it represents. The Public Authority and the Union affirm the principle that harmonious labor-management relations are to be promoted and furthered.

Section 4.2 - Agency Shop

a) Existing IHSS Independent Providers

All Independent Providers who have authorized a Union dues, agency fee, or charity fee deduction which is in effect on the effective date of this Agreement shall have such deduction continued. All Independent Providers who have an involuntary agency fee deduction in effect on the effective date of this Agreement shall have the involuntary agency fee deduction continued.

b) New IHSS Independent Providers Covered by this Agreement

All new Independent Providers in this bargaining unit who become covered by this Agreement on or after the effective date of this Agreement shall within 30 days execute an authorization for the payroll deduction of one of the following: 1) union dues, 2) an agency fee, or 3) if he/she qualifies, a charity fee equal to the agency fee to one of the negotiated funds that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

The Public Authority shall provide monthly notification to the Union of the names of newly hired Independent Providers.

c) Charity Fee Deduction

To qualify for deduction of the charity fee, the Independent Provider must certify to the Union and the Public Authority that he/she is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations. Such exempt Independent Provider will be required to submit to the Union and the Public Authority a notarized letter signed by an official of the bona fide religion, body or sect certifying that Independent Provider's membership. The deduction shall not be forwarded to the charity until the Union has approved of the exemption. The Independent Provider will select a charity from the agreed upon list and inform the Union in writing which charity will be receiving the payment. The Independent Provider shall submit to the union a monthly copy of a money order or cashier's check showing proof of payment to the agreed charity.

d) Involuntary Deduction

If any Independent Provider fails to authorize one of the deductions within the times noted in subsection 4.2 (a) or 4.2 (b), the Union shall arrange with the State for involuntary deduction of the agency fee from the Independent Provider's paycheck within 30 calendar days.

Independent Providers qualifying for section 4.2c shall choose one of the following charity organizations:

- 1) Silicon Valley Independent Living Center
- 2) Fiesta Educativa, South Bay Chapter
- 3) Mission Neighborhood Health Center, Clinica Esperanza
- 4) Senior Adults Legal Assistance

e) Forfeiture of Deduction

If, after all other involuntary and insurance premium deductions are made in any pay period, the balance is not sufficient to pay the deduction of union dues or agency fee required by this Article, no such deduction shall be made for the current pay period.

f) Financial Documentation

The Union shall within sixty (60) days after the end of each fiscal year provide the Public Authority with detailed financial documentation, which shall meet the requirements of Government Code Section 3502.5.

g) Petition and Election

If a petition is filed with the Public Authority which requests an election rescinding agency shop and such petition contains the signatures of at least thirty percent (30%) of the workers in this unit an election will be held. Such election may only be held once during the term of this Agreement. The verification of the petition and the election shall be conducted by State Mediation and Conciliation Services. Voting shall be by secret ballot and the majority vote of all workers covered by the unit shall control.

h) No Fault

The Union agrees to indemnify, defend, and hold the Public Authority harmless from any and all claims, demands, suits, or any other action arising from the provisions of this Article.

i) Fair Representation

It is recognized that the Union, as the exclusive representative of all Independent Providers, is required to represent all Independent Providers fairly and equally without regard to Union membership or non-membership or their assertion of rights under this Memorandum of Agreement or law.

Section 4.3 – Union Notices and Activities

The Union shall be allowed use of available space on bulletin boards within the offices of the Public Authority for communications having to do with official organization business, such as times and places of meetings provided such use does not interfere with the needs of the Public Authority.

Section 4.4 – Names and Addresses of Covered Workers

The Public Authority shall supply the Union with a list of all Independent Providers who are in employment status once each month. The list shall include the names, addresses, telephone numbers, preferred language where known, social security numbers, e-mail addresses where known, and hours worked of such Independent Providers.

Section 4.5 – COPE Deductions

Independent Providers may also request voluntary deductions to the Union's Political Fund (COPE). Independent Providers may stop COPE deductions by notifying the Union office in writing.

Section 4.6 – Maintenance of Membership

Independent Providers who become Union members shall remain as members for the duration of this Agreement and each subsequent Memorandum of Agreement thereafter. For a period of five (5) calendar days prior to the expiration of this and any subsequent Memorandum of Agreement, members shall have the right to become service fee payers. Independent Providers shall notify the Union in writing of any change to their membership status. This communication shall be sent by certified U. S. Mail and postmarked during the five (5) day period described above.

Section 4.7 – Registry Orientation

Union representatives and/or stewards shall have the right to attend new Independent Provider orientation meetings and provide written and verbal information during the last twenty-five (25) minutes of those meetings. The Union's presentation shall be permanently scheduled within such orientation.

The Public Authority shall provide the Union with a yearly calendar of when such orientations shall take place. Should there be any schedule changes to the provided list, the Public Authority shall notify the Union at least one week in advance of such change. Once a year the registry orientation will take place at the Union office.

ARTICLE 5 - OFFICIAL REPRESENTATIVES, STEWARDS

Section 5.1 - Official Representatives

The Union shall notify the Public Authority of its Official Representatives and changes in such Representatives. The list shall be sent to the Office of Labor Relations and a copy shall be sent to the Executive Director for the Public Authority.

Section 5.2 - Stewards

The Union shall notify the Public Authority of the names of their Stewards by address and area of responsibility at the beginning of each contract year and update the names as changes occur.

Section 5.3 - Meetings with Management

The Union agrees that meetings with management will be arranged in advance.

ARTICLE 6 – WAGES

Section 6.1 - Wages

Effective February 1, 2010 the hourly wage will be \$12.20 per hour. After approval of the wage increase by the State of California and implementation by the California Department of Social Services and the California Department of Health Care Services, the hourly wage will be increased approximately 2% (\$12.44 per hour). Effective February 2, 2015 the hourly wage will be increased approximately 3% (\$12.81 per hour). Effective February 1, 2016 the hourly wage will be increased approximately 1.5% (\$13 per hour).

Section 6.2 - Timely paychecks

- a) Timesheets forwarded to an exception queue shall be processed by County SSA within two (2) business days and such verified timesheets will be submitted and forwarded to the State of California for payment. Timesheets removed from an exception queue that requires higher level review by management are exempt from the two (2) business days stated above.
- b) Paychecks will be a regular subject of the Labor-Management Committee under Article 13. The Public Authority will provide any relevant information to review the subject of late paychecks at these quarterly meetings.

ARTICLE 7 – BENEFITS

Section 7.1 – Eco Passes

The Public Authority will provide Eco Passes to all Independent Providers to the same extent and under the same provisions that County workers are provided Eco Passes.

Section 7.2 – Health Benefits

Independent Provider-only medical coverage will be provided for eligible Independent Providers (IP's) under the Valley Health Plan (VHP) in accordance with the provisions outlined below.

a) Independent Provider Premium Participation Rate

The Independent Provider health care benefit premium participation rate will be \$25.00 a month effective March 1, 2010 to be paid by each IP choosing to enroll in the health plan. The method of collection is through paycheck deduction as authorized by the IP. The Union will pay to the Public Authority a lump sum transmittal for the premiums collected and paid to the Union by the State Controller each month until such time as CMIPS 2 is implemented and the Public Authority has a direct relationship with the State Controller's office for premium deductions.

b) New Independent Provider Eligibility

Independent Providers who are not already enrolled, who work thirty-five (35) hours or more each month for the two (2) most recent consecutive months will be eligible to enroll in VHP effective the 1st of the month following verification of hours if the Independent Provider

submits his/her health benefit enrollment cards by the 5th of the preceding month to the Public Authority.

c) Continued Eligibility

An Independent Provider who works fewer than thirty-five (35) hours per month for any two consecutive months will not be eligible to continue to receive health care coverage. The health coverage will be terminated in month three on the last day of the month if the paid hours are fewer than thirty-five (35) hours. If the number of hours worked is equal to or greater than the minimum of thirty-five (35) hours in the third month, and the Public Authority can verify it in the payroll system, health care coverage will continue uninterrupted following verification of hours.

d) Worker's Compensation

An Independent Provider who has a valid Worker's Compensation claim can continue to receive health care benefits for up to 3 months while receiving Worker's Compensation Benefits.

e) Eligibility Precondition

Independent Providers who otherwise qualify for alternative medical coverage (e.g. Medicare, MediCal, benefits coverage from a parent, spouse or domestic partner or for any other County, State or Federal health benefit plan) must enroll in those plans for their primary coverage benefit in order to receive benefits under the IHSS/VHP Plan, to the extent permitted by rules of other coverage plans.

f) Health Plan Participation

In the event that Valley Health Plan (VHP) offers a modified or new plan that includes at least SCIPA and VMC and Valley Health Centers (VMC) but provides cost savings to VHP by limiting other provider networks, IPs who are eligible for and who choose to participate in VHP as allowed by the provisions of Section 7.2, shall only be enrolled in this new or modified plan. The PA shall give 20 calendar days notice to SEIU prior to implementation of a new or modified plan.

If a new or modified VHP plan that limits provider networks is adopted, any IP who is enrolled in a provider network other than SCIPA or VMC may choose to continue in that network as long as that provider network is available through VHP.

This section does not include changes in plan design or coverage beyond modifying provider networks.

Section 7.3 – Dental/Vision Benefits

Independent Provider-only dental and vision coverage will be provided for eligible Independent Providers in accordance with the provisions below.

a) Dental Coverage

Independent Providers will be provided dental benefits under a health maintenance organization type plan as in effect on October 1, 2009.

b) Vision Coverage

Effective March 1, 2010, the vision coverage will be the Choice Vision Service Plan with 12/12/24 coverage and a \$15 deductible. In the event there is a change in the current carrier, Independent Providers will be provided with similar or better coverage at no additional cost to the Public Authority.

c) Premium Participation Rate

The Public Authority will fully pay the premium for eligible workers who elect to participate. Workers will pick up any inflationary costs in excess of 20% (twenty per cent) for any annual premium increase.

d) New Independent Provider Eligibility

Independent Providers who are not already enrolled, who work thirty-five (35) hours or more each month for the two (2) most recent consecutive months will be eligible to enroll in the Dental and Vision coverage effective the 1st of the month following verification of hours if the Independent Provider submits his/her Dental/Vision coverage enrollment cards by the 5th of the preceding month to timely to IHSS Public Authority.

e) Continued Eligibility

An Independent Provider who works fewer than thirty-five (35) hours per month for any two consecutive months will not be eligible to continue to receive dental and vision coverage. The dental and vision coverage will be terminated in month three on the last day of the month if the paid hours are fewer than thirty-five (35) hours. If the number of hours worked is equal to or greater than the minimum of thirty-five (35) hours in the third month, and the Public Authority can verify it in the payroll system, dental and vision coverage will continue uninterrupted following verification of hours.

Section 7.4 – Retirement Planning

Once a year, the Public Authority will provide information and facilitate education and access to private retirement savings options for the IPs. The PA will make no contribution to these retirement private retirement savings accounts. Any accounts or investment options will be at the sole option of and responsibility of the individual IP.

ARTICLE 8 –WORKFORCE DEVELOPMENT

Section 8.1 - Independent Provider Participation in Voluntary Training

Until such time as the parties are able to obtain from the State the mechanism for the payment of wages, the following provision will be in effect. Once the mechanism for payment of such wages is in place, the provisions of this section of the MOA will expire.

The Public Authority shall seek and give full consideration to the Union’s input for the purposes of developing and implementing training programs for Independent Providers. Training material and the curriculum will be developed in conjunction with the Public Authority Advisory Committee, giving full consideration to the Union’s input.

The Public Authority will mail a schedule of trainings and descriptive flyers for each of the trainings to the Independent Providers and will invite Independent Providers to training sessions. Training will be voluntary and without pay and will be at no cost to Independent Providers.

The Public Authority will provide a minimum of eight (8) training sessions annually. Training programs shall include the following two mandated courses:

- a) Universal Precaution/First Aid
- b) CPR

The other four courses may include, but are not limited to:

- a) Basic Aging
- b) Cultural Competency
- c) Disability Competency
- d) Lifting and Transfers/Body Mechanics
- e) Signs and Symptoms to Identify Medical Conditions
- f) Death and Bereavement

Section 8.2 – Independent Provider Participation

Independent Providers will be required to attend semi-annual training sessions arranged by the Public Authority. The training sessions will be geared towards improving the skills of an Independent Provider's services to a consumer. Independent Providers shall not be required to attend training where it will result in payment of overtime. As much as possible and with the assistance of the union on an as needed basis, multiple language training will occur.

The Public Authority will provide a minimum of eight (8) training sessions annually. Training programs shall include the following two mandated courses:

- a) Universal Precaution/First Aid
- b) CPR

The other four courses may include, but are not limited to:

- a) Basic Aging
- b) Cultural Competency
- c) Disability Competency
- d) Lifting and Transfers/Body Mechanics
- e) Signs and Symptoms to Identify Medical Conditions
- f) Death and Bereavement

Implementation of the paid training is contingent on development of a funding mechanism for State payment on wages. The Public Authority and the Union will work together to obtain from the State a mechanism for payment of wages to Independent Providers required to attend training sessions.

Section 8.3 - Job Development/Life Enhancement Fund

Until such time as the parties are able to obtain from the State the mechanism for the payment of wages, the following provision will be in effect. Once the mechanism for payment of such wages is in place, the provisions of this section of the MOA will expire.

The Job Development/Life Enhancement Fund shall be maintained in the amount of \$50,000 per contract year. Unused funds in each contract year shall roll over into the next contract year. At the end of the agreement, unused funds will revert to the County. For purposes of this Section, each contract year shall be considered January 1 through December 31st.

a. Job Development:

The Public Authority will provide a vocational home care training program for Independent Providers. Independent providers must enroll in the program through the Public Authority. Sessions will be available until funds have been exhausted for the year. Independent Providers will receive Home Care Certification upon completion of the course.

b. Life Enhancement:

The Public Authority will provide a tuition reimbursement program for Independent Providers. Independent Providers shall be reimbursed from this fund a maximum of \$350.00 annually (January 1 through December 31) for the cost of tuition and texts (but no other materials) to attend programs or courses for education and training under the following conditions:

- 1) Courses must enhance the effectiveness of the Independent Provider and/or provide value to the care of the Consumer.
- 2) The program or course must be done while on off-duty status.
- 3) Prior to enrolling in the program The Independent Provider must submit to the Public Authority an application on a form provided by the Public Authority listing the name of the program or course, purpose of the program or course, the instructor(s) and the dates of attendance. This application form must be submitted no less than thirty (30) calendar days prior to the beginning date of the course or program. The Public Authority will review the application and notify the Independent Provider of approval or disapproval within ten (10) working days following receipt of the application.
- 4) The Independent Provider must both begin and successfully complete the program or course while employed by a Consumer or while in active status with the IHSS Program.
- 5) Upon completion of the program or course, the Independent Provider must submit to the Public Authority a request for reimbursement together with any receipts for tuition and texts accompanied by a copy of the school grade report or a certificate of successful completion.
- 6) Should the amount dedicated to the Job Development Fund be exhausted in any given year, further applications will not be accepted that year.
- 7) An Independent Provider may be enrolled in the Job Development and Life Enhancement Program concurrently.

- 8) If, due to unforeseen circumstances, the Independent Provider is no longer employed by the consumer, s/he may complete any class/es for which s/he is registered.
 - 9) The Independent Provider will not be allowed to enroll in new courses until reemployed by a consumer.
- c. The Union and the County and the Public Authority will meet within 90 days of ratification of this agreement to discuss implementation and promotion of these programs.

Section 8.4 - Committee to Advance Homecare Worker Development and Role

The Public Authority recognizes that advancing the skills and role of homecare workers is essential to enhancing the consumer's quality of life. The Public Authority and Union shall form a Joint Labor Management Committee that shall work in collaboration to achieve the following outcomes:

- 1) Identify educational needs for IPs
- 2) Develop a list of additional courses
- 3) Determine, at minimum, ten (10) training courses.
- 4) Training sessions will be arranged by the Public Authority.
- 5) Training material and the curriculum will be developed as specified in 8.1

The Joint Labor Management committee shall meet monthly and shall complete the outcomes no later than August 3, 2014. Each party shall have up to five (5) members in this Joint Labor Management Committee. The Public Authority and the Union may mutually agree to reduce the number of training courses identified in this section to be less than ten (10).

This contract section is intended to increase the courses given to IPs by ten (10) courses above the level that existed before February 3, 2014 and contained in 8.1 and 8.2.

Section 8.5 – Respite Care Joint Labor Management Committee

The Public Authority and Union shall form a Joint Labor Management Respite Care Committee that shall meet quarterly and work in collaboration to achieve the following outcomes:

- 1) Research the options for respite care;
- 2) Assess the choices available;

Each party shall have up to five (5) members in this Joint Labor Management Respite Care Committee. This joint committee shall expire upon completion of the outlined outcomes in this section and no later than February 2, 2015. Upon the joint committee's expiration, respite care issues shall be a regular subject in the Labor-Management Committee specified in Article 13.

The PA will report back on progress on resolving issues raised to the committee in these Labor-Management Committee meetings.

Section 8.6 – Increasing Health Care Coverage for County Residents

The Public Authority and Union recognize that the unique cultural, linguistic, and ethnic diversity of the homecare workforce can assist in accelerating the enrollment of our diverse community into health care through Covered California. The Public Authority will provide reminders in its routine mass communication to the IPs about becoming Certified Enrollment Counselors.

Section 8.7 – Community Outreach

Once a year, the Public Authority and the Union will plan one, mutually agreed, joint outreach effort in the community to increase awareness about In-Home Supportive Services. Participating homecare workers may volunteer their time on behalf of 521 and time spent in the outreach effort will not count as time worked.

Section 8.8 – Health and Safety

The Public Authority and Union agree to form a Joint Health and Safety Committee who will meet four (4) times minimum to achieve the following outcomes:

- 1) Identify health and safety issues that may affect homecare workers on the job.
- 2) Identify solutions to health and safety issues.
- 3) Implement viable solutions no later than February 2, 2015.

Each party shall have up to five (5) members on the joint health and safety committee. This joint committee shall expire upon completion of the outlined outcomes in this section. Upon the joint committee's expiration, health and safety shall be a regular subject in the Labor-Management Committee under Article 13, during which the Union may raise health and safety issues and the Public Authority will report back their progress on resolving these issues raised to the Committee.

The Public Authority and Union agree that implemented solutions shall not exceed the Public Authority's scope and jurisdiction.

ARTICLE 9 – GRIEVANCE PROCEDURE

Section 9.1 - Grievance Defined

a) Definition

A grievance is defined as an alleged violation or misinterpretation of the provisions of this Memorandum of Agreement or Public Authority rules, regulations or resolutions.

b) Matters Excluded from Consideration Under the Grievance Procedure

1. Any aspect of the employment relationship between the consumer and the Independent Provider.
2. Items requiring capital expenditures.
3. Items within the scope of representation and subject to the meet and confer process.

Section 9.2 - Time Limits

Time limits may be extended or waived only by written agreement between the Public Authority and the Union.

Working days as used in this Article shall be Monday, Tuesday, Wednesday, Thursday and Friday but shall not include holidays observed by the government offices of the offices of the Public Authority.

Section 9.3 - Informal Grievance

It is agreed that Independent Providers are encouraged to act promptly through informal meetings with appropriate Public Authority staff on any issue covered by this Memorandum of Agreement which is causing Independent Provider dissatisfaction and to seek action to remove the cause of the dissatisfaction before it serves as the basis for a formal grievance.

A meeting should take place if it is agreed by the parties that such meeting would assist to clarify or resolve the grievance. The Independent Provider may be accompanied by his/her steward at the informal meeting.

Any resolution reached in the informal level must be in accordance with the provisions of this Memorandum of Agreement or other rule or ordinance.

Section 9.4 - Formal Grievance

Step One – Within twenty (20) working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to the Office of Labor Relations.

The grievance form shall contain information that identifies:

- a) The aggrieved;
- b) The specific nature of the grievance;
- c) The time and place of its occurrence;
- d) The provision of the Memorandum of Agreement, ordinance or resolution alleged to have been violated, improperly interpreted, applied or misapplied;
- e) The consideration given or steps taken to secure informal resolution;
- f) The corrective action desired; and,
- g) The name of any person or representative chosen by the worker to enter the grievance.

A decision shall be made in writing to the Union within twenty (20) working days of receipt of the grievance.

A meeting shall normally take place if agreed to by the parties that such meeting would assist to clarify or resolve the grievance.

Step Two - If the Union is not satisfied with the Step One decision, it may, within fifteen (15) working days after receipt of the first step decision, provide a written presentation to be directed to the Public Authority Executive Director's designated representative indicating the Union wishes (1) the Public Authority Executive Director's designated representative to review and decide the merits of the case or whether (2) the Union wishes the grievance to be referred to an impartial arbitrator. At this step, a meeting shall be held if requested by either party. The grievant may be accompanied by her/his Steward.

Section 9.5 - Arbitration

For the term of this Agreement the Public Authority and the Union have agreed to the following panel:

Norman Brand	Christopher Burdick	Alexander Cohn
JeriLou Cossack	John Kagel	Gerald McKay
William Riker		

The parties may mutually agree to use an arbitrator not on the list or to add to, or modify the list. When the parties cannot reach mutual agreement regarding an arbitrator, they shall strike names from the above panel. The parties shall flip a coin to determine who strikes the first name and thereafter, the parties shall strike names alternately until one name remains.

Each party shall bear the expense of its representatives, participants, witnesses, and for the preparation and presentation of its own case. The fees and expenses of the arbitrator, the hearing room, the court reporter and any other expenses incidental to the hearing shall be borne equally by the parties.

No matter other than a grievance that is an alleged violation of a specific provision as written and expressed in this Agreement can be reviewed on the merits by the arbitrator.

The arbitrator shall have no authority to add to, subtract from, modify, change or alter this Agreement, or make any decision that would have the practical result of doing so without the express written consent of both parties. The award of the arbitrator so made shall be final and binding on the parties.

ARTICLE 10 – STRIKES

During the term of this Agreement, the Union agrees that it will not engage in any concerted work stoppage.

ARTICLE 11 - FULL AGREEMENT

It is understood that this Agreement represents a complete and final understanding of all negotiable issues between the Public Authority and the Union. This Agreement supersedes any other agreements between any other agencies and the Union. All ordinances or rules covering any practice, subject or matter not specifically referred to in this Agreement shall not be

superseded, modified or repealed by implication or otherwise by the provisions hereof. The parties, for the term of this Agreement voluntarily and unqualifiedly agree to waive the obligation to negotiate with respect to any practice, subject or matter not specifically referred to or covered in this Agreement even though such practice, subject or matter may not have been within the knowledge of the parties at the time this Agreement was negotiated and signed. In the event any new practice, subject or matter arises during the term of this Agreement and such practice, subject or matter affects the wages, hours or working conditions of Independent Providers, the Union shall be afforded notice and shall have the right to meet and discuss the issue upon request. In the absence of agreement on such a proposed action, the Public Authority reserves the right to take necessary action by Management direction.

ARTICLE 12 - SAVINGS CLAUSE

If any provisions of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provisions.

ARTICLE 13 - LABOR-MANAGEMENT COMMITTEE

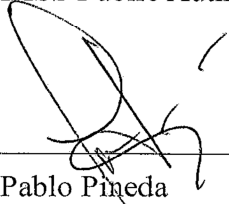
A joint committee consisting of representatives from the Union and the Public Authority shall meet on a quarterly basis for the purpose of discussing issues of mutual concern and interest. Additional meetings may occur between quarterly meetings if agreed by both parties. This committee will work at overall improvement of the IHSS Program. Each party shall have up to five (5) members.

ARTICLE 14 - TERM OF AGREEMENT

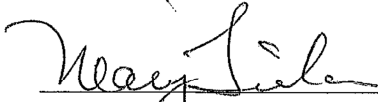
This Agreement shall become effective only after approval by the governing board of the Public Authority and the Union and shall be in full force and effect up to and including February 1, 2017 and from year-to-year thereafter. Either party may serve written notice on the other no less than ninety days in advance of February 1, 2017 or any other February 1 of its desire to terminate this Agreement or amend any provision thereof.

Date: 5/29/14

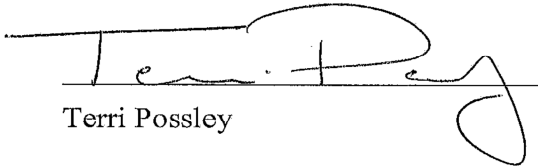
For Santa Clara County
IHSS Public Authority



Pablo Pineda

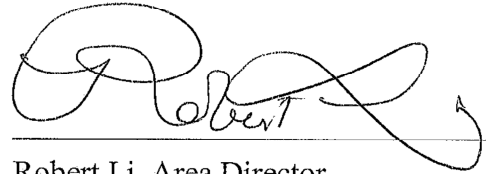


Mary Tinker

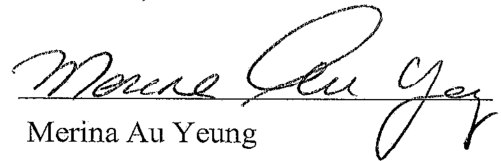


Terri Possley

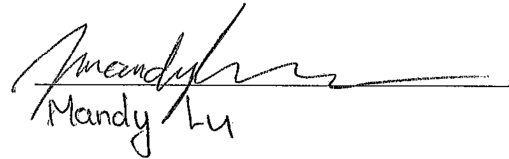
For SEIU Local 521



Robert Li, Area Director



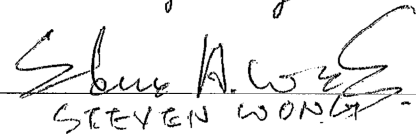
Merina Au Yeung



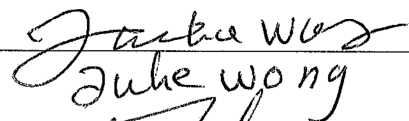
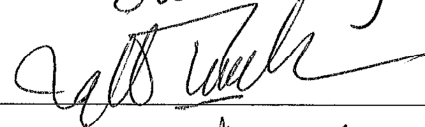
Mandy Lu



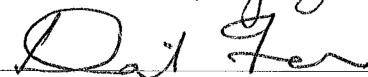
Hung Chung


STEVEN WONG


YI CHANG


Jacke Wong

Tina Nguyen

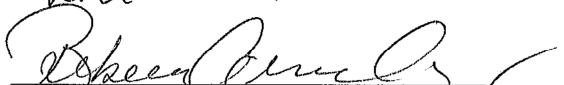


DAVID TRAN


Fred Witzke

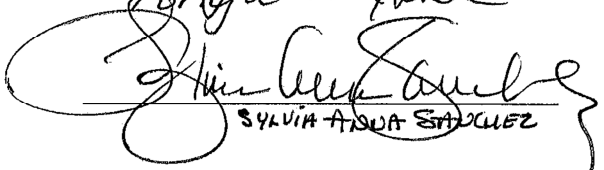

Doku

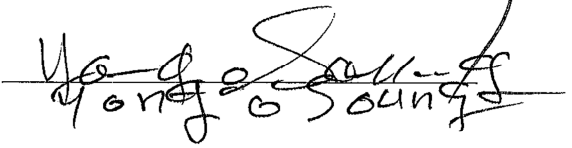
Vera Sokolova

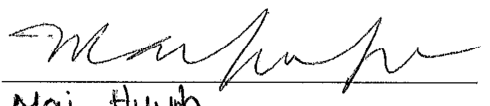

Rebecca Amador

Tonya E. York

Tonya E. York


SYLVIA ANUA SUAREZ


Yong G. Young


Mai Huynh

Ellen Rollins

Ellen Rollins