



COUNTY OF SANTA CRUZ

Personnel Department

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July 24, 2002

IHSS Public Authority
Board of Directors
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

Agenda: August 6, 2002

APPROVE MEMORANDUM OF UNDERSTANDING WITH THE SERVICE
EMPLOYEES INTERNATIONAL UNION LOCAL 415, RELATED TO THE IN-HOME
SUPPORT SERVICES PROVIDERS, ADOPT RELATED RESOLUTION AND
AUTHORIZE THE PERSONNEL DIRECTOR TO SIGN AGREEMENT

Dear Members of the Board:

Tentative agreement has been reached with the Service Employees International Union Local 415 for a Memorandum of Understanding (MOU) for the In-Home Support Services Providers. The term of the agreement begins with adoption by your Board in your capacity as the In-Home Support Services Public Authority and extends to August 5, 2002 August 5, 2004.

This agreement is within the parameters established by your Board and has been ratified by the Union's membership. The total cost of the proposed two-year agreement is approximately \$700,000. The sources of funding for these costs are: general fund, state and federal funding and departmental revenues. The funds are included in the County budget.


Provisions of the agreement include, amongst other things:

- Wage Increases
- Agency Shop Provision Union Security
- Peaceful Performance Provision
- Nondiscrimination Clause
- Shop Steward Representatives
- Registry Removal Process
- IHSS Consumer Rights
- Grievance Procedure
- A Labor Management Committee

It is THEREFORE RECOMMENDED that your Board:

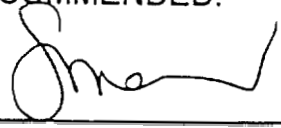
- 1. Approve the attached Memorandum of Understanding with the SEIU and direct the Personnel Director to sign the MOU on behalf of the Public Authority;
- 2. Adopt the attached Resolution to amend Resolution 279-75 to implement salary actions in the Memorandum of Understanding; and
- 3. Authorize the Personnel Director and County Administrative Officer to make any necessary administrative changes to implement the provisions of the Supplemental Memorandum of Understanding.

Very truly yours,



 Dania Torres Wong
 Personnel Director

RECOMMENDED:



 SUSAN A. MAURIELLO
 County Administrative Officer

Attachments

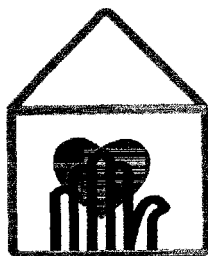
cc: Personnel (2); Auditor-Payroll (2); SEIU; HRA Administration; IP Authority

Memorandum of Understanding between



**SEIU Local 415
Service Employees International Union, AFL-CIOICLC**

and the



**IHSS Public Authority
Santa Cruz County**

**In-Home Supportive Services Public Authority
of the County of Santa Cruz**

August 6, 2002 through August 5, 2004

In-Home Supportive Services Public Authority
Memorandum of Understanding
August 6, 2002 – August 5, 2004

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INTRODUCTION

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This Memorandum of Understanding (MOU) formalizes the unique employer-employee relationship defined by law between the In-Home Supportive Services Public Authority (hereinafter IHSS' PA) and Service Employees International Union Local 415 (Union). The IHSS PA does not employ or manage the IHSS independent provider (hereinafter IP) workforce in the role of a traditional employer. The IHSS PA is the employer of record for IP's. Consumers retain the sole right to hire, fire, supervise and schedule IP's. The Union and the IHSS PA commit themselves in this MOU to some goals that not only benefit this workforce but are also intended to benefit consumers of IHSS services.

The IHSS PA and the Union recognize that, due to the nature of the relationship between them and the role of that relationship in the IHSS program, the implementation of various provisions of this MOU will require the assistance and cooperation of agencies that are not party to this MOU. The IHSS PA and the Union agree to work together in good faith in order to secure the assistance of the appropriate entities when required by the provisions of this MOU.

The IHSS PA and the Union agree that all IP's and administrators involved in the IHSS programs, regardless of position, profession, or rank will treat each other with courtesy, dignity and respect. The forgoing shall also apply in providing services to the public, specifically including IP's.

This MOU is entered into pursuant to the authority contained in Section — of the Santa Cruz County Board of Supervisors Resolution____ and Santa Cruz County Ordinance No. 4638 and has been jointly prepared by the parties.

This MOU contains the complete results of negotiations between the IHSS PA and SEIU Local 415 for IP's for the period of August 6, 2002 through August 5, 2004.

ARTICLE I NO DISCRIMINATION

Neither the IHSS PA nor the Union shall discriminate with respect to enrollment on the registry on the basis of race, color, religion, disability, medical condition (cancer related or genetic characteristics), national origin, ancestry, marital status, sex, sexual orientation, age (over 18), pregnancy, gender, veteran's status, except where sex or physical capability is determined to be a bonafide occupational qualification after consideration of reasonable accommodation factors in relation to the essential job duties of the position in accordance with state or federal law.

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ARTICLE 2 UNION SECURITY

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2.1 AGENCY SHOP

- A. The Union agrees that it has the duty to provide fair and nondiscriminatory representation to all IP's covered by this MOU, regardless of whether they are members of the Union.
- B. All IP's covered by this MOU, except for those excluded as defined below, shall either:
 - 1. Become a member of the Union in good standing; or,
 - 2. Pay to the Union an agency fee in an amount which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and case law (e.g., Hudson v. Chicago Teachers Union, Local No. 1, AFL-CIO) which shall be less than the monthly dues made during the duration of this MOU, it being understood that it shall be the sole responsibility of the Union to determine an agency fee which meets the above criteria; or
 - 3. Do both of the following:
 - a. Present to the Union and IHSS PA a written declaration that he/she is a member of a bonafide 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
 - b. Pay a sum equal to the agency fee to one of the five negotiated nonreligious, nonlabor, charitable funds that are exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

2.2 PAYROLL DEDUCTION

The IHSS PA will cooperate with the State Controller to assist in the deduction of Union membership dues through payroll deduction. The specific procedure for implementing payroll dues deduction will be determined in conjunction with the State Controller.

If practicable for the State to implement, the dues or service fees shall be deducted from the IP's pay check on a monthly basis starting the first day of the month following completion of thirty (30) days after the ratification of this agreement for those IP's who work more than twenty-five (25) hours per month.

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Upon receipt from an IP of a written authorization for the Union's Committee on Political Education (COPE) fund, the IHSS PA agrees to forward the written authorization to the State Controller's Office for that office to deduct from the monthly pay of each IP an amount the IP voluntarily authorized and to transmit it to the Union on a monthly basis.

2.3 HOLD HARMLESS

The Union shall indemnify, defend, and save the IHSS PA harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this Article 2, or action taken or not taken by the IHSS PA under this Article 2. This includes, but is not limited to, the IHSS PA's attorney's fees and costs.

2.4 FORFEITURE OF DEDUCTION

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

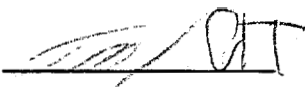
2.5 COMPLIANCE

If any currently employed IP fails to authorize Union deductions within thirty (30) days as specified in Section 2.2, there shall be involuntary deductions for agency fee from the IP's pay check.

2.6 VOTE TO RESCIND AGENCY SHOP PROVISION

Section 2.1 of this article may be rescinded by a majority vote of all IP's in the unit covered by Section 2.1 provided that:

- A. A request for such a vote is supported by a petition submitted to the Director of the IHSS PA containing the signatures of at least 15% of the IP's in the unit covered by Section 2.1. IP signature will be counted only if the IP is in paid status at the time the petition is submitted and the signature is dated within the ninety (90) day period prior to the submission of the petition.
- B. The vote is by secret ballot of IP's in paid status on the last day of the pay period preceding the election.
- C. Such vote may be taken at any time during the term of the MOU, but in no event shall there be more than one vote taken during such term.

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The election shall be conducted by the State Conciliation and Mediation Service and the cost of the election shall be fully paid by the proponents. The proponents shall post a \$500 bond with the Director of the IHSS PA at the time of filing the petitions requesting a vote to rescind Section 2.1 of this article.

2.7 UNION OBLIGATIONS

- A. The Union shall provide the IHSS PA and the State Controller with a copy of the Union's "Hudson procedure" for the determination and protest of its agency fees. Annually, the Union shall provide a copy of said "Hudson procedure" to every agency fee payor covered by the MOU.
- B. Annually, the Union shall provide the IHSS PA and the State Controller with copies of the financial report the Union files with the California Employee Relations Board, the Department of Labor (Form LM-2), or the Union's balance and operating statement for the prior year. Failure to file such a report within 120 days after the end of its fiscal year shall result in termination of agency fee deductions, without jeopardy to any IP, until such report is filed.

ARTICLE 3 PEACEFUL PERFORMANCE

During the term of this MOU, the Union, its members and representatives agree not to engage in, authorize, or support any strike, slowdown, stoppage of work, curtailment of production, or refusal to perform customary duties. The IHSS PA agrees not to lockout members during the term of this MOU.

ARTICLE 4 UNION RIGHTS

The IHSS PA shall provide on a monthly basis to the Union a list of each current IP in the unit represented by the Union including name, home address, telephone number, date of entry to Registry and, if available from the State, hours worked in a designated payroll period. The list shall be provided on a floppy disk or via electronic mail in an agreed upon format.

The Union shall defend, indemnify, and hold harmless the IHSS PA and its respective boards, directors, officer and employees from any and all claims, demands, suits or any other action alleging that the Union has misused or inappropriately disclosed IP information obtained from the IHSS PA. This includes, but is not limited to, the IHSS PA's attorney's fees and costs.

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ARTICLE 5 UNION ACTIVITIES

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5.1 SHOP STEWARDS/UNION REPRESENTATIVES

For the purposes of representation and mutual administration of the contract, the Union will designate no more than ten (10) shop stewards from among its members employed by the IHSS PA. The Union will notify the IHSS PA when a steward has been designated. The duties of the stewards will be to present grievances and to attend meetings as unpaid union representatives as provided for in this agreement. For the purposes of this section, a union representative is defined as a shop steward or another duly authorized union representative.

While the IHSS PA has no control over work scheduling by the IHSS consumer, because the consumer is the employer for the purposes of scheduling, every effort shall be made to schedule meetings between IP's, union representatives and the IHSS PA at times and locations that shall not interfere with the provision of services to IHSS consumers.

5.2 BULLETIN BOARD SPACE

The IHSS PA will furnish for the use of the Union a bulletin board in the IHSS PA office. The bulletin board space may be used by the Union to provide communication concerning matters within the scope of representation. The IHSS PA reserves the right to remove any material posted in violation of this section. The IHSS PA, through the Executive Director, reserves the right to remove objectionable materials. The use of employee bulletin boards or any other IHSS PA equipment or building space to display materials to induce IP's to vote for specific candidates running for public office is prohibited.

ARTICLE 6 REGISTRY

The IHSS PA retains the exclusive right to list, refer with or without comment, suspend, or remove an IP from the Registry, according to its policies and procedures. The IHSS PA retains the exclusive right to preclude listing any initial applicant on the Registry.

6.1 REMOVAL FROM THE REGISTRY

The IHSS PA retains the exclusive right to remove an IP from the Registry, according to its policies and procedures. The IHSS PA will give written notice to any individual Registry IP of any adverse decision affecting the IP. The notice shall inform the IP of their right to appeal removal from the Registry under this Article.

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6.2 APPEAL PROCESS FOR REMOVAL FROM THE REGISTRY

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- A. The IP may appeal the IHSS PA’s action to the IHSS PA Executive Director within twenty (20) working days of mailing of the removal notification letter. The appeal must be in writing and state why the IP believes the IHSS PA’s action was inappropriate. The IHSS PA Executive Director has the discretion to extend the twenty (20) days time frame if s/he deems it appropriate and reasonable to do so.
- B. The IHSS PA Executive Director will make the final decision regarding the appeal within thirty (30) days of receipt of IP’s appeal. The IHSS PA Executive Director will mail the IP and the Union (if the Union is representing the IP in the appeal) written notice of his/her decision within thirty (30) working days of receipt of IP’s appeal. The thirty (30) days time frame can be modified with the mutual consent of the IHSS PA Executive Director and the IP.
- C. IP’s removed from the Registry will remain in inactive Registry status (not being referred to jobs) until/unless the decision to remove is reversed through the appeal process.

ARTICLE 7 IHSS CONSUMER RIGHTS

7.1 IHSS CONSUMER RIGHTS

The parties reaffirm that under the statute and ordinance establishing the IHSS PA, IHSS consumers have the sole and undisputed right to:

- A. Hire IP’s of their choice;
- B. Fire IP’s from their service at will;
- C. Determine in advance and under all circumstances who may and may not enter their home; and
- D. Supervise and direct the work of the IP’s who are providing services to them within the scope of authorized services.

7.2 CONSUMER CONFIDENTIALITY

The Union shall not seek information regarding the name, address, phone number or any other personal information regarding consumers. Union representatives and IP’s shall maintain strict standards of confidentiality regarding consumers and shall

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not disclose personal information obtained, from whatever source, pertaining to consumers, unless disclosure is compelled by legal process or otherwise authorized by law. If consumer information is disclosed pursuant to this section, the consumer and the IHSS PA shall be notified of such release or disclosure immediately.

7.3 RIGHT TO PRIVACY

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

ARTICLE 8 PAY

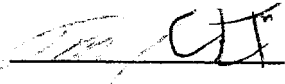
8.1 WAGES

- A. On February 1, 2002, IP's received a wage increase from \$7.25 to \$8.50 per hour, representing a 17% increase.
- B. The IHSS PA proposes a wage increase from \$8.50 to \$8.90 per hour, the pay period closest to thirty (30) days after the adoption by the Governor of the 2002-2003 State budget if the State's rate remains at \$8.50, adoption by the Board of Supervisors in accordance with the Brown Act and approval by the State

or

the IHSS PA proposes a wage increase from \$8.50 to \$9.50 per hour, effective the first pay period after all of the following events occur:

- 1. the State of California approves an associated County rate change from \$8.50 to \$9.50 per hour; and
- 2. the State funds such associated rate change in its final FY 2002-2003 budget; and
- 2. the State approves the IHSS PA's request to increase its hourly rate to \$9.50 per hour; and
- 4. the Board of Supervisors approves the increase on its regular agenda in accordance with the Brown Act; and

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5. the County's share of the cost for the increase does not exceed \$330,347.00.

C. The IHSS PA and the Union agree to reopen on the issue of wages in FY 2003-2004 only under the following terms and conditions:

1. the reopener is triggered if (a) the State of California approves an associated County rate change from \$9.50 to \$10.50 per hour in FY 2003-2004, (b) the State funds such associated rate change in its final FY 2003-2004 budget, and (c) the State approves the IHSS PA to increase its hourly rate to \$10.50 per hour and the County's share of the cost does not exceed 35% of the non-federal cost;

3. the Union must submit to the IHSS PA a written request to reopen within thirty (30) days of the State of California's approval of the rate change from \$9.50 to \$10.50 per hour in its FY 2003-2004 budget; and

3. the Union and the IHSS PA agree that this reopener does not obligate or guarantee any action except to meet and confer.

D. The applicability of this section is contingent upon agreement by the IHSS PA and the Union on a two-year contract effective after ratification by the Union and adoption by the Board of Supervisors in accordance with the Brown Act.

ARTICLE 9 LEAVES

9.1 Sick Leave

The consumer is the employer in all issues related to scheduling working hours and has sole authority to grant unpaid leave. In the event of a bonafide documented request for personal sick leave by the IP that is rejected by the consumer and results in the termination of the consumer's contract with the IP, the IHSS PA will not remove the IP's name from the Registry.

9.2 Bereavement Leave

The consumer is the employer in all issues related to scheduling of working hours and has sole authority to grant unpaid leave. In the event that an IP requires unpaid bereavement leave for up to three (3) days in the event of a death of an immediate family member, and upon request of the consumer, the IHSS PA Registry will be available to try to arrange coverage of the consumer's

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hours during the three-day absence. In the event of a documented bonafide bereavement leave request by the IP that is rejected by the consumer and results in the termination of the consumer's contract with the IP, the IHSS PA will not remove the IP's name from the Registry.

ARTICLE 10 HEALTH BENEFIT COMMITTEE

The parties acknowledge their mutual interest in offering quality, accessible and affordable health care coverage with minimum employee co-payments for IP's. During the term of this MOU, the parties will actively pursue options to provide a health plan within the current cap of \$.60 (sixty cents) for all IP service hours.

Within thirty (30) days of the ratification of this MOU, the parties agree to establish a health care task force (a minimum of three Union and IHSS PA representatives) which shall be responsible for identifying and evaluating health care plan options including the possibility of vision, dental, mental health, and prescription coverage. The health care task force shall make a recommendation to the IHSS PA within ninety (90) days, subject to mutually agreed upon extension(s), as to the most viable plan, including cost, possible funding sources and eligibility criteria.

ARTICLE 11 PENSION

The IHSS PA and the Union shall meet and confer ninety (90) days prior to the expiration of this MOU over the possibility of establishing a pension with the SEIU National Industry Fund. The Union and the IHSS PA agree that this reopener does not obligate or guarantee any action except to meet and confer.

ARTICLE 12 GRIEVANCE PROCEDURE

The IHSS PA and the Union recognize that settlement of grievances is essential to sound employee management relations. The parties will seek to establish a mutually satisfactory method for the settlement of grievances of IP's or the Union. The parties encourage the prompt settlement of grievances and mutual respect during the process.

12.1 Definition

A. A grievance may only be filed if it relates to:

1. A management interpretation or application of provisions of this MOU which adversely affects an IP's wages, hours or conditions of employment.

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- 2. A management interpretation or application of the IHSS PA procedures or rules and regulations related to salary and compensation provisions which directly applies to IP's in this unit and which adversely affects the IP's wages, hours or conditions of employment.

B. Specifically excluded from the grievance procedure are:


- 1. Subjects involving amendment or change of an IHSS PA Board resolution, ordinance, or minute order of this MOU.
- 2. Removals or denials from the Registry.
- 3. Complaints regarding workers' compensation or the applicable procedures for such complaints, because it is in the control of the State.
- 4. Any complaint arising out of any aspect of the employment relationship between the consumer and the IP including, but not limited to, hiring, termination, scheduling of hours, work environment, etc., because the consumer is the employer for these purposes.
- 5. Complaints concerning the State's CMIPS system and IHSS regulation, because they are not under the control of the IHSS PA.
- 6. Items concerning IP's late submission of time cards resulting in inaccurate data reports from the State regarding hours worked.

12.2 Representation

IP's shall have the right to present their own grievance or do so through a representative of their own choice. Grievances may also be presented by a group of IP's or by the Union. No grievance settlement may be made in violation of an existing rule, ordinance, memorandum of understanding, minute order or resolution of the IHSS PA or State law. Union grievances shall comply with all foregoing provisions and procedures.

12.3 General Provisions

- A. The time limits set forth in this Article are essential to the grievance procedure and shall be strictly observed.

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- B. Failure of the IP or Union to file a grievance within the required time limits at step one shall result in automatic dismissal of the grievance. Failure of either party to appeal and/or respond within the required time limits at any subsequent step shall result in an automatic advancement of the grievance to the next step.
- C. Time limits specified in the processing of grievances may be waived by mutual written agreement.
- D. In no event shall any grievance include a claim for money relief for more than a ninety (90) day period prior to filing of the grievance.
- E. Any grievance settlement shall be implemented in the second pay period following the settlement of the grievance. Grievance settlements shall be in writing and shall specify the name of each affected IP and the specific relief to be afforded to each.
- F. Grievances may, by mutual agreement, be referred back for further consideration or discussion to a prior step or advance to a higher step of the grievance procedure.
- G. No hearing officer shall entertain, or make findings of fact or recommendations on any dispute unless such dispute involves an IP in the IHSS PA unit represented by the Union and unless such dispute falls within the definition of a grievance as set forth in this Article.

12.4 Procedure

A. Informal

IP's are encouraged to act promptly through an informal meeting with the IHSS PA staff in an attempt to resolve the matter before it becomes the basis for a formal grievance. Any resolution reached at the informal step must be in accordance with the provisions of this agreement, or other resolution, rule or ordinance.

B. Formal

I. STEP 1

Within thirty (30) calendar days of occurrence or discovery of an alleged grievance, the grievance may be presented to the IHSS PA Executive Director. The grievance shall be submitted on an IHSS PA grievance form and shall contain the following information:

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- a. The name of the grievant.
- b. The specific nature of the grievance.
- c. The date, time and place of occurrence.
- d. Specific provision(s) of the MOU or IHSS PA procedures related to wages, hours and working conditions violated.
- e. Any steps that were taken to secure informal resolution.
- f. The corrective action desired.
- g. The name of any person or representative chosen by the IP to enter the grievance.

The IHSS PA Executive or designated representative shall provide a written decision within thirty (30) calendar days of receipt of the grievance. Unless mutually waived, the IHSS PA Executive Director or designee shall meet with the grievant/Union prior to issuing their decision.

2. STEP 2

If the aggrieved party is not satisfied with the first step decision, they may, within fourteen (14) calendar days after receipt of the decision, present a written appeal of the decision to the Division Director of Adult and Long-Term Care Services or designated representative. The Division Director of Adult and Long-Term Care Services or designated representative shall provide a written decision within fourteen (14) calendar days of receipt of the appeal. Unless mutually waived, the Division Director of Adult and Long-Term Care Services or designee shall meet with the grievant/Union prior to issuing their decision.

3. STEP 3

The decision(s) of the Director of Adult and Long-Term Care Services may be appealed within seven (7) calendar days to a hearing officer. The written appeal requesting a hearing officer shall be filed with the IHSS PA Executive Director.

4. HEARING OFFICER

The hearing officer's compensation and expenses shall be borne equally by the grievant(s) and the IHSS PA Board. Each party shall bear the costs of its own presentation, including the preparation and post hearing briefs, if any.

The hearing officer shall be selected by mutual agreement between the parties. If the parties are unable to agree upon a hearing

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officer, the parties shall jointly request the State Conciliation and Mediation Service to submit a list of seven (7) qualified hearing officers. The parties shall then alternately strike names from the list until one name remains, and that person shall serve as the hearing officer. The party having the first choice to strike a name from the list shall be determined by lot.

- a. Procedures for choosing a hearing officer shall begin within thirty (30) calendar days of receipt of the appeal at Step 3. Prior to the selection of the hearing officer, the parties will attempt to stipulate to as many facts as possible and agree on the issue(s) to be submitted to the hearing officer.
- b. Proceedings shall be recorded but not transcribed except at the request of either party to the hearing. The party requesting the transcripts shall bear the expense. Upon mutual agreement, the IHSS PA and the grievant may submit briefs to the hearing officer in lieu of a hearing.
- c. At the conclusion of the hearing, both parties shall jointly consider whether the type of case involved lends itself to immediate mediation. If both parties agree to do so, then the hearing officer shall proceed to attempt to settle the particular grievance by the use of mediation. If through mediation the parties can reach a mutually acceptable disposition, then that disposition shall become the decision of the hearing officer. The position of either party to proceed or not to proceed to mediation shall not be disclosed and/or implied by either party to the hearing officer. If the mediation process does not result in an acceptable resolution to both parties within one additional day of the conclusion of the hearing, the case shall be determined solely by the hearing officer.

If there is no agreement to proceed through the mediation step, then the case shall be determined solely by the hearing officer. The position of either party to proceed or not to proceed to mediation shall not be disclosed and/or implied by either party to the hearing officer.

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- d. Except when briefs are submitted as specified in the preceding, it shall be the duty of the hearing officer to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a decision within fifteen (15) calendar days of the conclusion of the hearing.
- e. The hearing officer shall have no authority to add to, detract from, alter, amend or modify any provision of this agreement or impose on any party hereto a limitation or obligation not explicitly provided for in this agreement. Nor shall the hearing officer have any authority to add to, detract from, alter, amend or modify any resolution, ordinance or minute order of the IHSS PA Board, State law, or written rule.
- f. The decision of the hearing officer shall be final and binding upon the parties

ARTICLE 13 LABOR-MANAGEMENT COMMITTEE

The parties agree to the establishment of a labor-management committee to facilitate communication between the parties and to promote a climate of constructive labor relations. The committee shall determine the agenda and schedule for its meetings. The committee shall consist of up to three representatives designated by the Union and up to three representatives of the IHSS PA.

The committee shall meet three times a year at mutually acceptable dates and times.

The topics for such meetings may include, but not be limited to, payroll problems, health and safety issues, and training and education.

ARTICLE 14 BUS PASSES

The IHSS PA will forward information to all IP's about discounted bus pass programs of which the IHSS PA becomes aware at no cost to the IHSS PA.

ARTICLE 15 SEVERABILITY OF PROVISIONS

In the event that any provision of this MOU is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the MOU shall be null and void, but such nullification shall not affect any other provision of this MOU, each of which shall remain in full force and effect.

MEMORANDUM OF UNDERSTANDING FOR
IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY
COUNTY OF SANTA CRUZ AND SEIU LOCAL 415
August 6,2002 – August 5,2004

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SEIU LOCAL 415

COUNTY OF SANTA CRUZ



Cliff Tillman, Jr., Chief Spokesman

Dania Torres Wong, Personnel Director



Tony Madrigal, Chief Spokesman

Gail Groves, Executive Director, IHSS PA

Sandra Morales, Negotiation Team Member

Eileen Stern, HRA

Sherry Hall, Negotiation Team Member

Francie Newfield, HRA

Ernestina Vasquez, Negotiation Team Member

Janet McKinley, Personnel

Maria Teresa Rodriguez, Negotiation Team Member

Asuncion Rivas, Negotiation Team Member

BEFORE THE BOARD OF SUPERVISORS
IN THEIR CAPACITY AS THE IN-HOME SUPPORT SERVICES
PUBLIC AUTHORITY

OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

RESOLUTION NO.

On the motion of Supervisor
duly seconded by Supervisor
the following resolution is adopted:

RESOLUTION AMENDING RESOLUTION NO. 279-75
(Amendment No.)

WHEREAS, this Board of Supervisors on June 25, 1975 adopted Resolution No. 279-75 establishing the compensation of County officers, deputies, assistants and employees; and

WHEREAS, the Board of Supervisors, in its capacity as the In-Home Support Services Public Authority, has approved a Memorandum of Understanding for the SEIU In-Home Support Services Providers which provides for changes in salary over the term of the agreement, August 6, 2002 through the pay period ending the closest to August 5, 2004; and

WHEREAS, it is now desirable and necessary to amend said resolution to effect said changes.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that Resolution No. 279-75 be amended as follows:

Implementation of a wage increase from \$8.50 to \$8.90 per hour, the pay period closest to thirty (30) days after the adoption by the Governor of the 2002-2003 State budget if the State's rate remains at \$8.50, adoption by the Board of Supervisors in accordance with the Brown Act and approval by the State

or

Implementation of a wage increase from \$8.50 to \$9.50 per hour, effective the first pay period after all of the following events occur:

1. the State of California approves an associated County rate change from \$8.50 to \$9.50 per hour; and
2. the State funds such associated rate change in its final FY 2002-2003 budget; and
3. the State approves the IHSSPA's request to increase its hourly rate to \$9.50 per

- hour; and
- 4. the Board of Supervisors approves the increase on its regular agenda in accordance with the Brown Act; and
- 5. the County's share of the cost for the increase does not exceed \$330,347.00.

BE IT FURTHER ORDERED that the Personnel Director and the County Administrator take the necessary administrative actions to effectuate these changes.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this 6th day of August, 2002, by the following vote:

AYES: SUPERVISORS
 NOES: SUPERVISORS
 ABSENT: SUPERVISORS

JAN BEAUTZ, Chairperson of the Board

ATTEST: _____

Clerk of the Board

Approved as to form:



 Assistant County Counsel

cc: Auditor-Payroll, Personnel (2); SEIU; HRA; IP Authority



SEIU LOCAL 415

Service Employees International Union, AFL-CIO, CLC

517 B Mission Street, Santa Cruz, CA 95060 83 1-459-0415 Fax: 83 1-459-0756

July 17, 2002

Dania Torres-Wong
Director of Personnel
COUNTY OF SANTA CRUZ
701 Ocean Street, Room 510
Santa Cruz, California 95060

0256

Dear Ms. Wong:

This letter is to inform you that SEIU Local 415's IHSS Homecare membership has voted to ratify the Tentative Agreement that was reached with the IHSS Public Authority on June 19, 2002. Ratification meetings were held on at two locations:

- In Santa Cruz: 6:30pm on Tuesday, July 16, 2002 at the SEIU Local 415 Union Hall located at 517-B Mission Street, (831) 459-0415.
- In Watsonville: 6:30pm on Wednesday, July 17, 2002 at the Watsonville Senior Center located at 114 E. Fifth Street, (831) 722-1333.

Now that SEIU Local 415 has completed this step in the approval process, we will await notification from your office as to the approval of the tentative agreement by the Board of Supervisors. We look forward to your response.

Sincerely,

Tony Madrigal
Field Representative

cc: Cliff Leo Tillman, Jr., Executive Director

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