

**MEMORANDUM OF AGREEMENT**

**between**

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



**and**

**LOCAL 2015  
SERVICE EMPLOYEES INTERNATIONAL UNION**



January 16, 2019 – January 31, 2021

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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 SEIU Local 2015 (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, (hereinafter referred 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.

Nothing in this Section will limit the right of the Union, independent from the Public Authority, to offer benefits, services or goods exclusively to full Union members, to the exclusion of non-members.

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 orientation, gender identity, genetic information, 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 or requested by the Consumer.

### **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 MEMBERSHIP**

### **Section 4.1 - Relationship Affirmation**

The Public Authority and the Union affirm the principle that harmonious labor-management relations are to be promoted and furthered.

### **Section 4.2 - Payroll Deductions**

The Public Authority recognizes the right of the Union to have dues and other authorized deductions, deducted from the regular pay warrants of Independent Provider who authorize such deductions.

### **Section 4.3 - 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 4.4 - Union Notices and Activities**

The Union shall be allowed use of space as designated by the Public Authority on bulletin board(s) 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 4.5 - 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 Provider ID numbers, names, addresses, telephone numbers, preferred language where known, e-mail addresses where known, and hours worked of such Independent Providers.

## **Section 4.6 - Enrollment Orientation and Registry Introductory Training**

### **a) Independent Provider Enrollment Orientation**

The Public Authority and the Union will establish an annual calendar of Independent Provider Enrollment Orientations by mutual agreement. Independent Provider Enrollment Orientations will be held at the Union office. The Union will make the office available without charge. Upon request with reasonable notice, the Public Authority will be allowed to use available audio-visual equipment. The Union will be given thirty (30) minutes during each orientation to talk to new Independent Providers about the Union. The Union and the Public Authority will each retain a copy of the attendance list for each Independent Provider Enrollment Orientation.

### **b) Registry Introductory Training**

Union representatives and/or stewards shall have the right to attend IHSS Registry Introductory Training 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 training.

The Public Authority shall provide the Union with ninety (90) days' notice of when such trainings 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 trainings 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.

## **Section 5.4 - Payment for Union Activities**

For activities falling within the scope of representation, the Public Authority shall provide a stipend equivalent to the hourly wage rate. The stipend shall be provided to a maximum of eight (8) member representatives. Such paid time for Union activities shall not exceed a total of eight (8) hours in any month for each representative and shall not interfere with the provision of services to Consumers. Such paid time for paid Union activities shall not be included in the authorized hours of any Consumer or count towards the calculation of overtime, nor shall it be counted for any purpose as wages/hours for performing IHSS services. The total number of hours per month shall not exceed 64.

The parties shall meet within 90 working days following the effective date of the agreement to discuss the method and procedures for payment of the stipend. This section shall be effective no later than July 1, 2019.

## **ARTICLE 6 – WAGES**

### **Section 6.1 - Base Wages**

The base wage for the Independent Providers shall be thirteen dollars (\$13.00) per hour, or the State minimum wage, whichever is highest.

### **Section 6.2 - Wage Supplement**

It is the understanding of the parties that, aside from the annual inflation factor, the County's Maintenance of Effort (MOE) will not be increased for non-locally negotiated increases, such as increases to the State Minimum Wage. It is the intent of the parties that the wage supplements, as described in this section be added to the County's MOE for the term of this agreement.

- a) Following completion of ratification of the agreement by the Union, adoption by the Public Authority Governing Board and implementation by the State Department of Social Services, a wage supplement of one dollar (\$1.00) per hour will be added to the base wage.
- b) Effective February 1, 2020 the wage supplement will be increased by sixty-two cents (\$0.62) per hour for a total wage supplement of one dollar and sixty-two cents (\$1.62) per hour.

- c) Any increase(s) to wages and/or benefits agreed upon in this agreement shall be rendered null and void if the State fails to approve the terms of the proposed wage and/or benefit increase(s).
- d) If the State and/or Federal participation levels and/or cost sharing formulas are changed, and those changes would result in any increased costs to provide the wages and/or benefits contained in this Agreement, the Public Authority shall not be required to increase its overall contribution. Within 30 working days of a demand by either party, the Public Authority and the Union shall meet and confer on the impacts of such changes and any wage and/or benefit adjustments.

### **Section 6.3 - Timely Paychecks**

- a) Timesheets forwarded to an exception queue shall be processed by County SSA within four (4) 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 four (4) 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.
- c) The parties will cooperate to assist Individual Providers and Consumers in understanding and enrolling in automatic check deposit and electronic timesheets.

## **ARTICLE 7 – BENEFITS**

### **Section 7.1 - Transportation Passes**

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

### **Section 7.2 - Health Benefits**

Independent Provider-only medical coverage will be provided for eligible Independent Providers 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 to be paid by each Independent Provider choosing to enroll in the health plan. The method of collection is through paycheck deduction as authorized by the Independent Provider.

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 1<sup>st</sup> of the month following verification of hours if the Independent Provider submits his/her health benefit enrollment cards by the 5<sup>th</sup> 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 SCCIPA and VMC and Valley Health Centers (VMC) but provides cost savings to VHP by limiting other provider networks, Independent Providers 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 Public Authority shall give 20 calendar days notice to the Union prior to implementation of a new or modified plan.

If a new or modified VHP plan that limits provider networks is adopted, any Provider who is enrolled in a provider network other than SCCIPA 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 the effective date of this Agreement.

b) Vision Coverage

Vision coverage will be the 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 1<sup>st</sup> of the month following verification of hours if the Independent Provider submits his/her Dental/Vision coverage enrollment cards by the 5<sup>th</sup> 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 Independent Providers. The Public Authority 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 Independent Provider.

### **ARTICLE 8 –WORKFORCE DEVELOPMENT**

#### **Section 8.1 - Independent Provider Participation in Training**

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

The Public Authority and the Union affirm the principle that training for independent providers that provides a benefit to both Independent Providers and Consumers is to be promoted and furthered. Training shall be structured so as to improve the skills and competency of Independent Providers.

The Public Authority and the Union shall meet at least once a year to discuss training needs of Independent Providers. Such meeting shall include ideas for developing and implementing training and may include a program for on-line training and/or a training materials library, encouraging Independent Provider participation and methods (including the application of training incentive funds for any agreed upon alternative training methods) to reduce/eliminate no-show rates for training sessions.

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**

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.

The Public Authority and the Union affirm the principle that training for Independent Providers that provides a benefit to both Independent Providers and Consumers is to be promoted and furthered. Training shall be structured so as to improve the skills and competency level of Independent Providers.

Independent Providers will be provided with semi-annual training sessions for the purpose of job development arranged by the Public Authority. 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

### **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.

#### 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.

The Job Development Fund shall be maintained in the amount of \$100,000 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 31<sup>st</sup>.

#### Job Development Training Incentive

Incentive payments shall be made to eligible Independent Providers for successful completion of job development training courses. Eligible providers must be active registry providers or tied to a consumer. An incentive payment of \$25.00 shall be provided to each Independent Provider who attends and completes core job development courses. A fund in the amount of \$75,000 will be available each contract year. Unused funds in each contract year shall roll over into the next contract year. At the end of this agreement, unused funds will revert to the County. For purposes of this section, each contract year shall be considered January 1 through December 31<sup>st</sup>.

Upon successful completion of any of the training programs outlined in Section 8.1 or Section 8.2, the Independent Provider shall receive incentive payment in the amount of \$25.00.

An independent provider shall not receive the stipend for repeating a training they have received incentive pay for in the same contract year.

b) Life Enhancement:

The Life Enhancement Fund shall be maintained in the amount of \$20,000 per contract year. Unused funds in each contract year shall roll over into the next contract year. At the end of this agreement, unused funds will revert to the County. For purposes of this section, each contract year shall be considered January 1 through December 31<sup>st</sup>.

The Public Authority will provide a tuition reimbursement program for Independent Providers. Independent Providers shall be reimbursed from this fund a maximum of \$500 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) In order to receive reimbursement, courses must enhance the wellness or effectiveness of the Independent Provider in providing 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, with a passing grade if grades are provided, 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 Life Enhancement 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 unseen circumstances, the Independent Provider is no longer employed by a Consumer, they may complete any class/es for which they are registered.
- 9) An Independent Provider not employed by a Consumer will not be allowed to enroll in new courses until reemployed by a Consumer.

#### **Section 8.4 - Program Implementation and Promotion**

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 8.5 - 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 Independent Providers about becoming Certified Enrollment Counselors.

#### **Section 8.6 - 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 the Union and time spent in the outreach effort will not count as time worked.

### **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:

Christopher Burdick	Alexander Cohn	John Kagel
William Riker	Katherine Thompson	Catherine Harris
Paul Roose		

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 may 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 final approval by the State, and shall be in full force and effect up to and including January 31, 2021 and from year-to-year thereafter. Either party may serve written notice on the other no less than ninety days in advance of January 31, 2021 or any subsequent January 31, of its desire to terminate this Agreement or amend any provision thereof.

Signature Page

DATE: APRIL 19, 2019


For SEIU Local 2015

  
David Werlin, Bargaining Director

  
Lupe Martinez

  
Vicente Vega

  
Arcelia Gonzalez

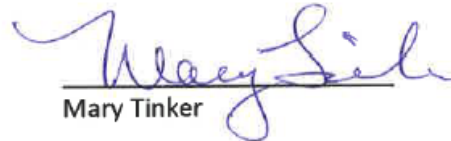
  
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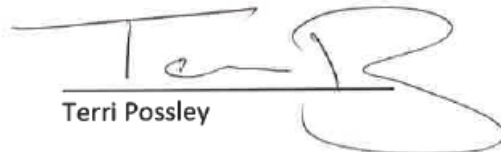
  
Ellen Rollins

For Santa Clara County  
IHSS Public Authority


  
Jeff Gaskill, Chief Negotiator

  
Lisa Dumanowski

  
Mary Tinker

  
Terri Possley

  
Roseleen Brij

  
Katherine Pham

Signature Page


For SEIU Local 2015

  
\_\_\_\_\_  
Lana Nguyen

  
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Mai Ngoc Huynh

  
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Poling Wong

  
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Tina Nguyen

  
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Yueh Pi Chang

  
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Arnulfo De La Cruz, Executive Vice President

For Santa Clara County

IHSS Public Authority  
Approved as to Form and Legality  
  
\_\_\_\_\_  
County Counsel

Date \_\_\_\_\_  
Masa Shiohira

  
\_\_\_\_\_  
Christian Sanchez