

**MEMORANDUM
OF
UNDERSTANDING**

Between the

**PUBLIC AUTHORITY FOR IN HOME
SUPPORTIVE SERVICES IN
ALAMEDA COUNTY**

And

**UNITED LONG-TERM CARE WORKERS' UNION
LOCAL 6434, SEIU**

October 1, 2007 - September 30, 2009

MEMORANDUM OF UNDERSTANDING
Between the
PUBLIC AUTHORITY FOR IN HOME SUPPORTIVE SERVICES
IN
ALAMEDA COUNTY
And
UNITED LONG-TERM CARE WORKERS' UNION
LOCAL 6434, SEIU

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MEMORANDUM OF UNDERSTANDING
Between the
PUBLIC AUTHORITY FOR IN HOME SUPPORTIVE SERVICES IN
ALAMEDA COUNTY
And
UNITED LONG-TERM CARE WORKERS' UNION, LOCAL 6434, SEIU

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the Public Authority for In Home Supportive Services in Alameda County, hereafter designated as "Authority," and United Long-Term Care Workers' Union, Local 6434 of the Service Employees International Union, AFL-CIO, hereafter designated as "Union," for the term of October 1, 2007, to and including September 30, 2009.

SECTION 1. MUTUAL RESPECT

The Public Authority and the Union agree that all employees, regardless of position, profession, or rank, will treat each other with courtesy, dignity and respect. The foregoing principles shall also apply in providing services to the public.

SECTION 2. RECOGNITION

The Authority recognizes the Union as the exclusive representative of all Providers of the Authority, excluding office clerical employees and supervisors.

SECTION 3. NO DISCRIMINATION

Discrimination Prohibited. No person shall be appointed, reduced or removed, or in any way favored or discriminated against because of his/her political or religious opinions or affiliations or because of racial or national origin, sexual orientation, and to the extent prohibited by law, no person shall be discriminated against because of age, gender, physical disability, mental or psychological disabilities.

SECTION 4. CONSUMER RIGHTS

Consumers have the sole and undisputed right to hire and remove any Provider without cause.

Consumers direct the services rendered by a Provider as set forth in the Welfare and Institutions Code.

SECTION 5. UNION RIGHTS

- 5.1 Lists and Information. The Authority shall provide to the Union a monthly list of all Providers including name, home address, home phone, social security number, rate of pay, employment status and hours worked in that month.

Within three business days of receipt, the Authority shall provide to the Union an electronic monthly list of all Providers, heretofore known as the PHO1 file, including providers paid hours.

Within three business days of receipt, but in no case sooner than the eleventh day of the month, the Authority shall provide to the Union an electronic monthly list of all Providers, heretofore known as the healthcare file, including providers who are eligible for health benefit coverage. The Public Authority will notify the Union when the healthcare file is posted to the online secure storage site for retrieval. The list shall include the language code for Providers.

Within five business days of receipt, but in no case later than the tenth day of the month, the Public Authority shall provide to the Union an electronic list of all Providers, heretofore known as the PELG file, which includes providers eligibility to work and authorized hours.

Within five business days of billing Advance Pay providers, the Authority shall provide the Union with an electronic file summarizing the advance pay invoicing, including provider name, number of paid hours on which the union dues monthly benefits premium are based, and the total invoiced for union dues/fees and the health benefits premium.

All of the aforementioned electronic files will be provided in a mutually agreed upon format and will be provided by the Authority to the Union by posting them to a secure online storage site that the Union can access.

- 5.2 Consumer's Confidentiality-Right to Privacy. The Union shall neither seek nor receive information regarding the name, address, or phone number, or any other personal information, about Consumers. Any information received pertaining to Consumers by the Union shall be handled with strict standards of confidentiality.

- 5.3 Union Access-Home Visits. A Union representative appointed by the Union shall be permitted to visit the Authority's offices with reasonable notice to ascertain whether or not this Agreement is being observed. In those instances when a Provider and a Consumer live in the same residence and the Union representative and the Provider wish to meet at that residence, the Union representative shall enter the residence only upon permission of both the Consumer and Provider.

SECTION 6. PAID TIME FOR UNION ACTIVITIES

The parties agree that the Union will provide the Authority a list of member representatives every six (6) months. The Authority shall provide a maximum of eight (8) member representatives' stipend, which will be the same as the hourly wage rate for activities falling within the scope of representation. Such paid time for Union activities shall not exceed a total of three (3) hours in any month and shall not interfere with the provision of services to Consumers.

SECTION 7. AGENCY SHOP

7.1 Agency Shop. Except as provided otherwise in this Section, Providers who work twenty-five (25) or more hours a month, shall, as a condition of continuing employment, become and remain members of the Union or shall pay to the Union a service fee in lieu thereof. Such service fee shall be ninety-eight percent (98%) of Union dues and initiation fees (hereinafter collectively termed "service fee") of the Union representing the Provider's classification and representation unit.

7.2 Implementation. Not later than thirty (30) days after approval of this Agency Shop provision, the Authority shall deliver to each Provider subject to this Memorandum of Understanding, who is not also a member of the Union, a notice advising that the Authority has entered into an Agency Shop agreement with the Union and that all Providers subject to the Memorandum of Understanding must either join the Union, pay a service fee to the Union, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the Provider's signature authorizing payroll deduction of Union dues or a service fee.

The Provider shall have fourteen (14) calendar days from the delivery of the authorization form to fully execute the authorization of his/her choice and return said form to the Authority.

If the form is not completed properly and returned within fourteen (14) calendar days, the Authority shall instruct the State to commence and continue a payroll deduction of service fees from the regular bi-weekly pay warrants of such Provider. The effective date of Union dues, service fee, or a charitable contribution shall begin no later than the fourth pay period following implementation of this Section.

Any Provider hired by the Authority subject to this Memorandum of Understanding on or after the date of implementation of this Section shall be provided an authorization form listed above. Said Provider shall have five (5)

SECTION 7. AGENCY SHOP (Cont'd)

working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Authority.

If the form is not completed properly and returned within five (5) working days, the Authority shall instruct the State to commence and continue a payroll deduction of service fees from the regular bi-weekly pay warrants of such Provider. The effective date of Union dues, service fee, deductions or charitable contribution for such Providers shall be the beginning of the first pay period of employment or the pay period this Section becomes effective for current Providers, whichever is later, except that initiation fees shall be deducted in two installments in successive pay periods, beginning with the first pay period.

The Provider's earning must be sufficient after other legal and required deductions are made to cover the amount of the dues or service fees check off authorized. When a Provider is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of a Provider who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over Union dues and service fees.

- 7.3 Religious Exemption. Any Provider for the Authority subject to this Memorandum of Understanding who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and which is recognized as such by the National Labor Relations Board, shall, upon presentation of verification of active membership in such religion, body or sect be permitted to make a charitable contribution equal to the service fee in lieu of Union membership or service fee payment. Declarations of or applications for religious exemption and any supporting documentation shall be forwarded to the appropriate local Union within fifteen days of receipt by the Authority. The Union shall have fifteen days after receipt of a request for religious exemption to challenge any exemption granted by the Authority Executive Officer or his/her designee. If challenged, the deduction to the charity of the Provider's choice shall commence but shall be held in escrow pending resolution of the challenge. Charitable contributions shall be by regular payroll deduction only. For purposes of this Section charitable deduction means a contribution to the World Institute on Disability, the California Congress of Seniors, ADAPT, or CFILC.
- 7.4 Financial Reports. The Union, Local 6434, shall submit a financial report patterned after the financial report required pursuant to the Labor Management

SECTION 7. AGENCY SHOP (Cont'd)

Disclosure Act of 1959 or pursuant to Section 3546.5 of the California Government Code, to the Authority once annually.

Copies of such reports shall be available to Providers subject to the Agency Shop requirements of this Section at the offices of the Union.

Failure to file such a report within 100 days of the close of each Union's fiscal year shall result in the termination of all agency fee deductions without jeopardy to any Provider, until said report is filed.

- 7.5 Payroll Deductions and Payover. The Authority shall instruct the State to deduct Union dues or service fees and premiums for approved voluntary insurance programs offered by the Union from Provider's pay in conformity with State regulations. The Authority shall instruct the State to promptly payover to the designated payee all sums so deducted. The Authority shall also periodically provide a list of all persons making charitable deductions pursuant to a religious exemption granted herein.
- 7.6 Hold Harmless. The Union shall indemnify and hold the Authority and the State, its officers and providers, harmless from any and all claims, demands, suits, or any other action arising from the Agency Shop provisions herein. In no event shall the Authority or the State be required to pay from its own funds, Union dues, service fee or charitable contributions, which the Provider was obligated to pay, but failed to pay, regardless of the reasons.
- 7.7 Suspension of Agency Fees. For the duration of any strike, sanctioned, called or supported by the Union, the Authority may suspend collection of Agency service fees without jeopardy to the Provider.

SECTION 8. NO STRIKE, NO LOCKOUT

- A. During the term of this Agreement, the Union, its members and representatives agree that it and they will not engage in, authorize, or sanction a strike stoppage of work or withdrawal of services.
- B. The Authority will not lockout employees during the term of this Memorandum of Understanding.

SECTION 9. TRAINING AND EDUCATION

The Union and the Public Authority agree to continue their mutual efforts to provide training programs that will enrich the skills base of the IHSS provider population.

The Public Authority shall notify the Union when training programs are scheduled. In accordance with current practice, the Union will be granted the opportunity to make presentations to participants.

Twice annually, as part of the Labor Management Committee, the Public Authority and the Union shall meet in order to discuss training curriculum and materials.

SECTION 10. GRIEVANCE PROCEDURE

The Authority may remove or suspend any Provider from the Registry provided the rules and regulations of the Authority are followed. Any written notice of removal or suspension sent to a Provider shall be sent in the Provider's first language, provided the language is within the 5 percent rule, and shall include a statement advising him/her of the right to be represented by the Union concerning the disciplinary action.

Any Provider may file a grievance in accordance with Section 10 of this Memorandum of Understanding. Grievances filed in accordance with this Section must be filed within twenty-eight (28) calendar days of a Provider's knowledge of an alleged grievance. No grievance involving suspension or removal from the Registry of a Provider will be entertained unless it is filed in writing with the Public Authority Director within twenty-eight (28) calendar days of the time at which the affected Provider was notified of such action.

10.1 Section Grievances. A grievance is any dispute, which involves the interpretation or application of any provision of this Memorandum of Understanding, excluding however, those provisions of this Memorandum of Understanding, which specifically provide that the decision of any Authority official shall be final, the interpretation of application of those provisions not being subject to the grievance procedure.

If a Provider files an Equal Employment Opportunity Commission, Department of Fair Employment and Housing or administrative Equal Employment Opportunity complaint with the Authority, the issue will no longer be subject to this grievance procedure, but will be processed in accordance with regulations or procedures governing the processing of said complaints.

SECTION 10. GRIEVANCE PROCEDURE (Cont'd)

10.2 Grievances shall be processed in the following manner:

- (a) Step 1. Public Authority Director. Any Provider who believes that he/she has a grievance may discuss his/her complaint with such management official in the Authority as the Authority may designate. If the issue is not resolved within the Authority, or if the Provider elects to submit his/her grievance directly to the Union recognized as the representative of his/her classification, the procedures hereinafter specified may be invoked; provided, however, that all complaints involving or concerning the payment of compensation shall be in writing to the Division Director.
- (b) Step 2. Provider and Division Director. Any Provider or any official of the Union may notify the Division Director in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. Such notification must be received within twenty-eight (28) calendar days from the date of the Provider's knowledge of an alleged grievance. The Division Director or his/her designated representative, shall have fourteen (14) calendar days in which to investigate the merits of the complaint, to meet the complainant and, if the complainant is not the Union, to meet also with the officials of the Union, and to settle the grievance. No grievance may be processed under paragraph (c) below, which has not first been filed and investigated in accordance with this paragraph (b).
- (c) Step 3. Arbitration. If the grievance is not settled in Step 2 the Union may advance the grievance to arbitration by submitting a written request to the Division Director within twenty-eight (28) calendar days after receipt of the Division Director decision. When arbitration is involved in a timely manner, an impartial arbitrator shall be designated by mutual agreement between the Union and Division Director. The fees and expenses of the arbitrator and of a Court Reporter shall be shared equally by the Union and the Authority. Each party, however, shall bear the costs of its own presentation, including preparation and post-hearing briefs, if any.

10.3 Scope of Arbitration Decisions

- (a) Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto.

SECTION 10. GRIEVANCE PROCEDURE (Cont'd)

- (b) Proposals to add or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter of subject arising out of or in connection with such proposals, may be referred to arbitration under this Section. An arbitrator shall not have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or condition of employment.

10.4 No change in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from arbitration proceedings hereunder) will be recognized unless agreed to by the Authority and the Union.

SECTION 11. HEALTH AND SAFETY

The Authority recognizes the importance of providing a safe and healthy working environment for Providers. No Provider shall be required to work in any situation which could threaten his/her health and safety. The Provider shall report any unsafe or hazardous conditions to the Authority immediately.

If a Provider is injured on the job and reports the injury, IHSS or the Authority will assist the Provider in completing and processing the appropriate forms.

The parties will jointly develop, prepare and mail information to homecare workers regarding Worker's Compensation benefits, unemployment benefits and SDI benefits. The IHSS staff shall maintain a log of Worker's Compensation claims submitted through IHSS. The log shall contain the necessary information of all providers who notify IHSS or the Authority of any workplace accident or injury. The Union shall be allowed to review the log upon request.

SECTION 12. WAGES

- A. \$11.50 per hour to become effective October 1, 2008.
- B. If, during the term of this Agreement, the State participation level in wages increases to an amount that exceeds \$11.50 per hour, the parties will re-open negotiations on the earliest mutually agreeable date regarding the subject of wages only.
- C. If, during the term of this Agreement, either state or federal participation levels are reduced, or either the state or federal sharing formula is modified in any

SECTION 12. WAGES (Cont'd)

manner, relative to the baseline numbers described below, that would result in an increased cost to the County and/or the Public Authority to maintain the wage level described in this MOU, wages will be reduced by an amount necessary to keep the total cost to the County and/or the Public Authority the same as such cost existed on the day prior to the effective date of such reduction or modification.

1. The following shall serve as the baseline cost sharing ratios applicable to Section 12.A. of this MOU.
 - a. Throughout the term of this MOU, the state and federal governments shall share in costs of wages in the following manner:
 - 1) The state will pay 65 percent of the non-federal share of wage costs and the County will pay 35 percent of the non-federal share of wage costs.
 - 2) The federal government shall pay a minimum of 50 percent of the costs of wages for each Personal Care Services Program (PCSP) service hour.
- D. The Public Authority shall provide to the Union a detailed written description of any adjustments to be made pursuant to Section 12.C. above, at least thirty (30) days prior to the effective date of such adjustments.
 1. Upon receipt of a written request from the Union to do so, the Public Authority will meet and confer regarding the impact of the above-described loss of funding, but in no case shall the Public Authority be required to increase its contribution toward wages.
 2. The above paragraphs, notwithstanding increases in caseload, shall not be a cause for any reduction in wages.
- E. If, during the term of the MOU, state or federal cost sharing ratios increase without requiring an increased County match, or the County hourly share of total wage costs decreases, wages shall be increased to utilize the full state or federal cost sharing ratios such that the total cost to the County shall remain the same.

SECTION 13. PAYROLL

- 13.1 Intent of Parties. To promote a timely and accurate payroll system, the Authority, the Social Services Agency, and the Union shall work together to resolve payroll issues which may include any issues which arise out of items a. through m. in 13.2 Enrollment.
- 13.2 Enrollment. Homecare workers who have submitted their enrollment packet and have complied with all enrollment requirements shall receive their paycheck within thirty (30) days after completing the following requirements:
- a. all parts of the enrollment packet are completed
 - b. all signature lines are signed by the appropriate person
 - c. all required identification papers are submitted and current (not expired)
 - d. homecare worker's social security number and mailing address are accurate
 - e. forms are filled out in ink
 - f. the homecare worker has the proper authorization to work in the United States
 - g. the homecare worker is age appropriate to provide PCSP service
 - h. the homecare worker meets the standard guideline policy governing relatives (parents, spouse, child, etc.)
 - i. the homecare worker's total hours worked for all consumers does not exceed 299 hours per month
 - j. the hours claimed for the first half of the month do not exceed 59 percent of the hours allocated to the homecare worker for that consumer for the entire month
 - k. the homecare worker hours do not conflict with those used by another homecare worker
 - l. the consumer's case is not closed or pending
 - m. the consumer has not called to state that the homecare worker did not work

Additionally, timesheets shall not be altered and cannot be submitted before the last day worked in a pay period.

- 13.3 Policy Changes. The payroll department shall provide the Union with copies of any state, county, or system policy changes that directly affect the homecare workers within ten (10) working days of written notification of the change.

SECTION 14. TRANSPORTATION SUBSIDY

A transportation fund for IHSS homecare workers has been established. They will receive this benefit under the following conditions:

SECTION 14. TRANSPORTATION SUBSIDY (Cont'd)

1. Effective January 1, 2008, the fund shall be increased to a total of \$40,000 for each quarter in a fiscal year, for a total of \$160,000 per fiscal year.
2. All homecare workers who are authorized to work in the County of Alameda within the time frame of this Memorandum of Understanding are eligible for this benefit.
3. Distribution shall be by lottery every three (3) months, \$40,000 for each quarter in a fiscal year.
4. Once a Provider receives a transportation subsidy, that Provider shall be ineligible to participate in the lottery again, until all eligible Providers receive a transportation subsidy and so on. Should less than \$40,000 be used in any quarter, the excess funds shall be rolled over into the next quarter as additional transportation subsidy funding.

SECTION 15. REGISTRY

Registry Policy Change Notification. The Authority will notify the Union of any proposed changes to Registry policy that affect homecare workers. The Union will be invited to participate in policy discussions pertaining to homecare workers.

SECTION 16. LABOR – MANAGEMENT COMMITTEE

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

The committee will meet monthly for the first three (3) months, and thereafter the committee will meet every other month or as mutually agreed to by the parties.

The committee will be composed of three representatives appointed by the Public Authority and three representatives appointed by the Union. Observers and guests may be invited by either party when the parties mutually agree that their presence will be helpful in the resolution of specific items.

SECTION 17. HEALTH, DENTAL AND VISION

1. For the period beginning October 1, 2007, and ending September 30, 2008, the Public Authority shall offer eligible homecare workers an employer paid health plan.
 - A. The Public Authority shall continue to provide, in addition to an employer paid health plan, an employer paid dental and vision care plan, to eligible homecare workers. Eligible homecare workers must enroll in the combined health, dental and vision program to receive benefits.

Homecare workers who are covered by this combined health, dental and vision program will be required to authorize a payroll deduction of \$10 per month as their share of cost. Those individuals electing the Delta Preferred Option (DPO) shall authorize a payroll deduction of an additional \$5 per month as their share of the cost. The Public Authority shall pay the remainder of the premium costs for a single individual for those homecare workers who meet and maintain eligibility.
 - B. Homecare workers will initially be eligible for coverage one month after they were paid for an average of 45 hours or more per month for two (2) consecutive months.
 - C. Continuing coverage will be granted in periods of three (3) months and be granted to homecare workers who have been paid for 45 hours or more in the eligibility month. When a homecare worker is not paid for at least 45 hours per month for three (3) consecutive months, the homecare worker will lose coverage until they again meet the initial eligibility requirements.
 - D. Homecare workers who work and are paid 35 hours or more per month and are enrolled in this combined health, dental, and vision program at the time this agreement is adopted, will continue to be eligible for coverage. If a homecare worker is not paid for 35 or more hours per month for three (3) consecutive months, the homecare worker will lose coverage until they reestablish initial eligibility as outlined in Section 17.1.B. of this MOU.
2. For the period beginning October 1, 2008, through the remaining term of this MOU, the Public Authority shall offer eligible homecare workers an employer paid health plan.
 - A. The Public Authority shall provide a health plan through the Alameda Alliance for Health, and a dental plan and a vision care plan for those homecare workers eligible for the Alameda Alliance for Health plan, or a health plan

SECTION 17. HEALTH, DENTAL AND VISION (Cont'd)

through the SEIU Long Term Health Care Workers Trust for those employees eligible for that plan. Homecare workers eligible for the Alameda Alliance for Health plan must enroll in the combined health, dental and vision program to receive benefits.

- B. Homecare workers who work and are paid for an average of 80 hours or more per month will be eligible for health care coverage through the Alameda Alliance for Health regardless of date of hire.

Homecare workers who are covered by this combined health, dental and vision program will be required to authorize a payroll deduction of \$20 per month as their share of cost. Those individuals electing the Delta Preferred Option (DPO) shall authorize a payroll deduction of an additional \$25 per month as their share of the cost. The Public Authority shall pay the remainder of the premium costs for a single individual for those homecare workers who meet and maintain eligibility.

- C. Homecare workers will initially be eligible for coverage one (1) month after they were paid for an average of 80 hours or more per month for two (2) consecutive months.
- D. Continuing coverage will be granted in periods of two (2) months and be granted to homecare workers who have been paid for 80 hours or more in the eligibility month. When a homecare worker is not paid for at least 80 hours per month for two (2) consecutive months, the homecare worker will lose coverage until they again meet the initial eligibility requirements.
- E. Homecare workers who, on September 30, 2008, were receiving health care through the Alameda Alliance for Health plan and who are paid less than 80 hours, or subsequent to October 1, 2008, are paid less than 80 hours per month, and are eligible for coverage pursuant to paragraph 17.2.G. or 17.2.H., shall be transferred to the SEIU Long Term Health Care Workers Trust. The homecare workers share of the premium shall be \$20 per month and the employer shall pay an amount not to exceed \$198 per month.
- F. Homecare workers who are not currently receiving health, dental and vision coverage and who are paid less than 80 hours per month shall not be eligible for coverage.
- G. Homecare workers who work and are paid 35 hours or more per month and are enrolled in this combined health, dental and vision program as of

SECTION 17. HEALTH, DENTAL AND VISION (Cont'd)

October 1, 2006, will continue to be eligible for coverage. If a homecare worker is not paid for 35 hours or more per month for two (2) consecutive months, the homecare worker will lose coverage until they reestablish initial eligibility as outlined in paragraph 17.2.C. above.

- H. Homecare workers who work and are paid 45 hours or more per month and are enrolled in this combined health, dental, and vision program at the time this agreement is adopted, will continue to be eligible for coverage. If a homecare worker is not paid for 45 hours or more per month for two (2) consecutive months, the homecare worker will lose coverage until they reestablish initial eligibility as outlined in paragraph 17.2.C. above.

SECTION 18. TWO WEEKS NOTICE

The Public Authority will inform and encourage Consumers to give two (2) weeks notice prior to separation, and also inform and encourage homecare workers to give two (2) weeks notice prior to separation.

SECTION 19. TERM OF MEMORANDUM

This Memorandum of Understanding shall become effective upon the approval of the Board of Supervisors and shall remain in full effect to and including September 30, 2009.

Signed and entered into this 15th day of July, 2008.

FOR THE PUBLIC AUTHORITY

FOR SEIU, LOCAL 6434

Deith Harris
[Signature]
Michelle Farisey
[Signature]

[Signature]
[Signature]
Martha Arguillet
Brenda Blann
[Signature]
Socorro Romero
XIN FANG HUANG

[Signature]
Stephen Amano, Acting Director
Human Resource Services

Approved as to Form
Richard E. Winnie, County Counsel

By: [Signature] 10/2

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**2007 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS
BETWEEN
UNITED LONG-TERM CARE WORKERS' UNION, LOCAL 6434
AND THE
COUNTY OF ALAMEDA FOR THE PUBLIC AUTHORITY IN HOME SUPPORTIVE
SERVICES**

SIDELETTER OF AGREEMENT

TO

COUNTY COUNTER TO UNION PROPOSAL NO. 4

July 10, 2008

ALAMEDA ALLIANCE HEALTH PLAN

The Alameda Alliance Health Plan shall be modified effective October 1, 2008, as follows:

- ✦ For homecare workers who are paid 80 hours or more per month, increase monthly premiums from \$10/\$15, dependent upon dental plan chosen, to \$20/\$45.
- ✦ Increase Emergency Room co-pay from \$5 to \$35.
- ✦ Increase Office visit co-pay from \$5 to \$10.
- ✦ Limit Annual Acupuncture Visits to a maximum ten (10).
- ✦ Increase Hospital Admission Charge to \$100.
- ✦ Change Prescription co-pays to \$10 for Generic Drugs and \$15 for name Brand Drugs.

For the Public Authority:

John Gering

[Signature]

[Signature]

Edward Rivera

[Signature]

DATE: 7/10/08

For SEIU, Local 6434:

[Signature]

Brenda J. Blannon DVS&P.

Linnée Cobb

Olivia Furmuth

Marta Arauvelles

Solorro Romero

Xin Fang Huang

[Signature]

**2007 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS
BETWEEN
UNITED LONG-TERM CARE WORKERS' UNION, LOCAL 6434
AND THE
COUNTY OF ALAMEDA FOR THE PUBLIC AUTHORITY IN HOME SUPPORTIVE
SERVICES**

TENTATIVE AGREEMENT

TO

COUNTY COUNTER TO UNION PROPOSAL NO. 1

November 9, 2007

PAID LEAVE OFF (PTO)

If during the term of this Memorandum of Understanding, the State of California and the Federal Government provide money that will pay for a paid time off program for IHSS workers, the Public Authority of Alameda County and SEIU ULTCW shall create a six-member committee to consider establishing a PTO program for IHSS providers. The six-member committee will provide for three seats from the Public Authority and three seats for the Union. The committee shall meet on a quarterly basis or at the request of either party. The facilitation of the committee shall rotate between parties.

The PTO committee will be responsible for researching existing PTO systems and identifying viable options for the County of Alameda. The committee will be able to make recommendation and/or provide information to the Alameda Governing Board. Nothing herein shall require the Public Authority to provide a PTO program.

For the Public Authority:

G. Lynn Fleming
[Signature]
Michelle Rousey
[Signature]
Francisco E. DAZA
F E D

For SEIU, Local 6434:

[Signature]
Shyler Malendra
[Signature]
Francisco E. DAZA
Denise Cobb
Brenda Blanno
[Signature]
Xin Fang Huang
Marta Aguilar

DATE: 11/9/07

**SIDELETTER OF AGREEMENT
BETWEEN
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 616
AND
THE COUNTY OF ALAMEDA IHSS PUBLIC AUTHORITY**

March 6, 2006

Intent: To establish training incentives for IHSS providers.

IHSS PROVIDER TRAINING

Within ninety days of the adoption of this agreement, the Public Authority and the Union shall discuss at the Labor Management Committee a program of providing payment to providers who participate in IHSS-sponsored training. Providers shall be reimbursed up to fifty dollars (\$50) annually from a fund that will be a maximum of \$10,000 per fiscal year.

For the Union

Karen Orlando
Xueson Wang
Xinfang Huang
Dora Wong
Kathy Vera Cruz
Rachelle Garcia
Heidi Aguilar
Gwendolyn Thomas
Camela Gonzalez
Estela Pacheco

For the Authority

Scott Hamme
[Signature]

3/15/06
DATE

ALAMEDA COUNTY BOARD OF SUPERVISORS

**** MINUTE ORDER ****

The following was action taken by the Board of Supervisors on July 22, 2008

Approved as Recommended Other

Unanimous Carson Lai-Bitker Miley Steele Haggerty - **5**

Vote Key: N=No; A=Abstain; X=Excused

Documents accompanying this matter:

Resolution(s) R-2008-254F

Ordinance(s) _____

Contract(s) _____

File No. 23736

Item No. 20 A-C

Special Notes:



I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:
Crystal Hishida Graff, Clerk of the Board
Board of Supervisors

By: _____ Deputy