

Memorandum of Understanding



**Monterey County IHSS
Public Authority**

and

SEIU, Local 2015

June 23, 2015 - June 30, 2018

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Monterey County IHSS/SEIU, Local 2015 Memorandum of Understanding

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Memorandum of Understanding

between

Monterey County Public Authority for In-Home Supportive Services

and

Service Employees International Union, Local 2015

THIS MEMORANDUM OF UNDERSTANDING, referred to below as "MOU," is entered into by and between the Monterey County Public Authority for In Home Supportive Services, hereafter designated as the "Public Authority", and Service Employees International Union, Local 2015, hereafter designated as the "Union" and shall become effective upon Union ratification and Public Authority Board approval to and including June 30, 2018.

SECTION 1. PREAMBLE

This MOU formalizes the unique employer-employee relationship defined in law between the Public Authority and the Union and, as such, includes ideas not usually addressed in such MOU's. The Public Authority does not employ or manage the IHSS Provider workforce in the role of a traditional employer. For the purpose and duration of this MOU, the Monterey County In-Home Supportive Services Public Authority is the employer of record as provided for in State law.

SECTION 2. RECOGNITION

The Public Authority recognizes the Union as the exclusive representative of IHSS Individual Providers in Monterey County, referred to below as "Providers." This MOU does not apply to the administrative and operational staff of the Public Authority.

SECTION 3. NON-DISCRIMINATION

Neither the Public Authority nor the Union shall discriminate with respect to enrollment on the registry by reason of race, religious creed, color, national origin, sex, sexual orientation, age or legitimate

Union activities. To the extent prohibited by applicable state and federal law, there shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from adequately performing the essential duties of the position.

SECTION 4. CONSUMER RIGHTS

4.1 Consumer's Right to Hire

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 *State of California Welfare and Institutions Code*.

4.2 Consumer's Confidentiality-Right to Privacy

The Union shall neither seek nor receive information regarding the name, address, telephone number or any other personal information about Consumers obtained by Providers during the course of their work. Any other types of information received pertaining to Consumers by the Union shall be handled with strict standards of confidentiality.

SECTION 5. PUBLIC AUTHORITY RIGHTS

Unless otherwise expressly specified in this MOU, the Public Authority retains exclusive right to determine the methods, means, and personnel by which its operations are to be conducted; to determine the mission of its governing body, committees, and other related works groups; to add or delete names of Providers to and from the registry; and to take all necessary actions to carry out its mission in emergencies.

SECTION 6. UNION RIGHTS

6.1 Representation

The Union has the right to represent Providers in the bargaining unit as specified by state law and pursuant to the Public Authority Employer Employee Relations Ordinance. The Union will notify the

Public Authority of the staff assigned to represent Providers and maintain such notice during the term of this MOU.

The Union may select up to six (6) Providers, in addition to its staff members, to participate in the meet and confer process for a successor Memorandum of Understanding during the life of this MOU.

6.2 List and Information

In the event that relevant bargaining unit information is not included in the monthly state payroll list (CMIPS II) provided to the Union and is available to the Public Authority, upon request of the Union, the Public Authority shall provide the Union with the requested information. The information shall be provided in an agreed upon format.

The Union shall defend, indemnify, save, protect and hold harmless the Public Authority, its Board, directors, officers and employees from any and all claims, costs and liabilities for any damages and/or injury arising from disclosure to the Union of IHSS Provider bargaining unit information, including names, social security numbers, addresses and phone numbers. The Public Authority's right to be defended, indemnified, saved, protected and held harmless hereunder shall be unaffected by the concurrent negligence of the Public Authority or any other person, and this right shall survive the expiration date of this MOU.

6.3 Bulletin Boards

The Public Authority will furnish for the use of the Union, a bulletin board at the Public Authority office. The bulletin board space shall be used only for the following subjects:

1. Union recreational, social and related news bulletins and scheduled meetings;
2. Information concerning Union elections or the results thereof;
3. Reports of official business of the Union including reports of committees of the Union's Board of Directors.

All materials shall clearly state that they are prepared and authorized by the Union. The Union agrees that notices posted on the bulletin board shall not contain anything, which may reasonably be construed as maligning the Public Authority, its staff, representatives, or Board.

At such time as the Public Authority has in place a digital web site, the parties will meet and discuss what, if any, space or links may be appropriate and any associated costs.

6.4 Union Access – Home Visits

Except as provided below, Union Representatives shall not conduct Union business, including business related to enforcement of this MOU, at the home of the Consumer.

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. The time spent in any such meeting shall not be counted as work time.

6.5 Advance Notice

Except in cases of emergency as provided below in this subsection, the Union, if affected, shall be given advance written notice of any ordinance, resolution, rules or regulations directly relating to matters within the scope of representation proposed to be adopted by the Public Authority and shall be given the opportunity to meet with appropriate management representatives prior to adoption. The Public Authority will email a complete Board packet to the Union no less than seventy two (72) hours prior to a Public Authority Board meeting at an email address provided by the Union.

In cases of emergency, when the foregoing procedure is not practical, or in the best public interest, the Public Authority may adopt, or put into practice immediately, such measures as are required. At the earliest practicable date thereafter, the Union shall be provided with the notice described in the preceding paragraph and be given an opportunity to meet with the appropriate management representatives to discuss the change.

SECTION 7. UNION MEMBERSHIP AND DUES CHECKOFF

7.1 Notice

Any Provider hired by the Public Authority subject to this Memorandum of Understanding shall be notified that the Public Authority has a Memorandum of Understanding with the Union regarding wages, benefits and other terms and conditions of employment.

A blank membership form and written notice of the MOU shall be provided by the Union to the Public Authority and shall be included in the Providers' materials distributed to each new Provider during the IHSS orientation. Providers shall return authorization forms to the Union.

7.2 Payroll Deduction and Payover

The Union shall instruct the State to commence and continue a monthly payroll deduction of Union dues from the regular bi-weekly pay warrants of Providers authorizing such deduction. The Union shall instruct the State of the dollar amount to deduct for Union dues or other authorized Union deductions, including voluntary COPE contributions, specifying the purpose(s) of the deduction. The State shall continue to make such deductions as instructed for so long as the Union provides such instruction.

The Provider's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues or other deductions that have been 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 or other authorized Union deductions.

The Public Authority shall instruct the State to deduct premiums for approved voluntary insurance programs offered by the Union from Provider's pay in conformity with State regulations.

7.3 Hold Harmless Provision

The Union shall defend, indemnify, and hold harmless Monterey County and the Monterey County In-Home Supportive Services Public Authority, its Board, directors, officers and employees from any and all claims, demands, suits or any other action arising from this Article, including from the Public Authority's compliance with any Union requests made pursuant to its efforts to collect dues and/or fees, and this duty shall survive the expiration of the MOU.

At any time the State Controller or the Department of Social Services makes any changes to the dues deduction or IHSS payroll systems that directly impact this system, the Public Authority shall meet and confer regarding the impact of the changes.

SECTION 8. NO STRIKE/NO LOCKOUT

During the term of this MOU, the Union, its members and representatives, agree not to engage in, authorize, sanction or support any strike, slowdown, stoppage of work, or refusal to perform customary duties. The IHSS Public Authority agrees not to lock out members during the term of this MOU.

SECTION 9. REGISTRY

Consumers have the right to seek IHSS Providers from any source including, but not limited to, referrals from the registry. The Public Authority reserves the right to recruit IHSS Providers for the registry from any source. The Public Authority reserves the right to preclude an applicant from being listed on the registry if the applicant does not comply with the registry application requirements and/or the registry application process/procedure, or who has a past criminal record or work history that the Public Authority determines would make him/her inappropriate for the registry. The Public Authority has the discretion not to include IHSS Providers on the registry. The Public Authority does not have the power to preclude IHSS Providers from IHSS employment.

During the term of this MOU, the Public Authority will work with the Union to institute measures that will enhance the Providers' opportunities to be matched with consumers.

9.1 Registry Referrals

Registry referrals shall be handled in the following manner:

1. Should the consumer request a specific Provider who is listed on the registry, only that individual's name will be referred.
2. Only names that meet the consumer's needs/criteria will be referred.
3. For registry referrals, seniority shall be defined as the most recent date of being registered at the Public Authority registry.
4. If the registry is utilized, and if the consumer does not request an individual by name from the registry, the registry will first be screened to identify providers who meet the consumer's needs/criteria. Referral lists shall have a minimum of three (3) and a maximum of six (6) names, except in cases where fewer than three (3) individuals on the registry meet the consumer's needs/criteria. Only names that meet the consumer's needs/criteria will be referred. If there are more than six (6) Providers on the registry list who meet the consumer's needs/criteria, only the six (6) most senior names, as defined above, will be referred.

9.2 Emergency Registry Services

During the term of this MOU, the parties will explore options by which the Registry can provide opportunities for Providers to make themselves available for emergency consumer services.

SECTION 10.

APPEAL OF REMOVAL FROM REGISTRY

10.1 Registry Appeal Review Board

Only a removal from the registry may be appealed to the Registry Appeals Review Board. If the Public Authority receives a written appeal of a removal from the registry within ten (10) calendar days from the date of the mailing of the notice of removal, a review hearing by the Registry Appeals Review Board will be scheduled within fourteen (14) days of the receipt of the appeal unless extended by mutual agreement of the parties. Should the cause of removal require an investigation by a third party, the appeal shall be held within ten (10) days of the findings of that investigation.

The Registry Appeals Review Board shall consist of a three-member panel. One (1) member shall be selected by the Public Authority, one (1) member shall be selected by the Union and the third member shall be selected by mutual agreement of the parties.

The Union and the Public Authority will agree to a neutral third member of the Registry Appeals Review Board for the life of this MOU: Should the designated neutral third member be unavailable, the parties will select another neutral party by agreement.

Each party will pay any costs associated with their Registry Appeals Review Board designee. The Union and the Public Authority shall equally share any cost associated with the neutral third party.

There shall be no transcripts or written record of the hearing other than that provided by the members of the Registry Appeals Review Board. The Registry Appeals Review Board may elect to establish its own standards and procedures for its hearings.

Immediately at the completion of the hearing, the Registry Appeals Review Board shall provide a written decision that shall reflect the findings of the majority of the Registry Appeals Review Board. The decision shall be limited to the following options:

1. Uphold the removal of the Provider from the registry
2. Immediate reinstatement of the Provider to the registry

An appeal of removal from the registry may only be made by a Provider that has been on the registry for more than four (4) consecutive months.

A Provider removed from the registry may re-apply after a period of two (2) years from the date of the removal except that Providers removed for major offenses will not be eligible to reapply.

Because of the unique character of the IHSS program, it is agreed that there can be no right or calculation or award of lost hours for a Provider.

The decision of the Registry Appeals Review Board shall be final and binding.

10.2 Minor Offenses

Should a Provider disagree with a first minor offense complaint, the Provider may, within ten (10) days of receipt of the complaint, file a written response, which will be attached to the complaint in the Provider's file.

SECTION 11. GRIEVANCE PROCEDURE AND ARBITRATION

A grievance is any complaint concerning the interpretation or application of this MOU, except that appeals for removal from the registry shall only be allowed as provided in Section 10. All grievances shall be taken up in the following manner: Prior to filing a grievance, the Public Authority and the Union will attempt whenever possible to resolve problems informally and not resort to the grievance procedure. The grievance procedure will also apply to policies, rules, and procedures of the Registry.

STEP 1. (Required) The employee and/or the Union representative (field representative or union steward) may confer with the designated Public Authority representative and attempt to settle the matter.

STEP 2. (Required) If the grievance is not settled at STEP 1, it shall be set forth in writing by the Union and submitted to the Public

Authority within forty-five (45) days of the alleged violation. The Public Authority shall meet with the grievant and his/her Union representative and provide written response to the Union within ten (10) days of its receipt of the written grievance.

STEP 3. (Optional) If the matter is not settled at STEP 2, the parties by mutual agreement may submit it to State Mediation and Conciliation Service mediation to attempt to resolve the issue within thirty (30) working days. A mediator will be selected by the representatives of the Public Authority and the Union.

STEP 4. If the grievance is not settled in STEP 2 or 3, it may be referred by the Union to arbitration. The Arbitrator shall be mutually agreed upon by the parties or, upon failure to agree upon an arbitrator after fifteen (15) days of the Union's request for arbitration, shall be selected from a panel submitted by the California State Mediation and Conciliation Service. The award of the Arbitrator shall be final and binding on the parties. The parties shall each pay one half of the costs of arbitration, including the fees of the Arbitrator and the proceeding itself, but not including compensation of costs of representation, advocacy, or witnesses for either party. Unless agreed to by the parties, the cost of the court reporter shall be borne by the party desiring such service. The Arbitrator shall have no power to add to, subtract from, or change any of the terms or provisions of this MOU.

SECTION 12. TRAINING AND EDUCATION

12.1 Joint Committee on Training and Education

The Union and the Public Authority agree to joint efforts to provide training for IHSS Providers that enrich their home care knowledge and skills. Both parties shall seek and give full consideration to the other's input for developing and implementing training opportunities for Providers. The Joint Committee on Training and Education shall meet as needed to identify the training needs and priorities. Both parties will seek the best available means of meeting those needs. Funding decisions shall be at the sole discretion of the Public Authority.

12.2 Training Funds

During the term of this MOU, the parties will seek funding sources for the purpose of paying a stipend to Providers when they attend Public Authority-sponsored training.

12.3 Provider Enrollment and Orientation

The Monterey County Department of Social Services (DSS) will begin new Provider enrollment and orientation using the Registration Enrollment Video Appointment (“REVA”) on-line system followed by one-on-one interviews. The DSS will conduct a monthly group orientation meeting for all new Providers following their one-on-one interviews. The monthly group meeting will complete the new Provider enrollment and orientation process. The DSS will provide the Union with an annual calendar of group orientation meetings and will reserve up to thirty (30) minutes per meeting for the Union to make a presentation to Providers in attendance.

12.4 Education Regarding Health Care Options

The Public Authority will continue to provide information at New Provider Orientation and other trainings to Providers regarding eligibility for publicly funded medical insurance options.

SECTION 13. HEALTH AND SAFETY

The Union and the Public Authority recognize the importance of a safe and healthy working environment for Providers. Providers should not work in a situation, which could threaten his/her health and safety. The Provider should report any unsafe or hazardous conditions immediately to the Public Authority.

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

SECTION 14. WAGES and BENEFITS

14.1 Wages

Contingent upon on-going federal and state contribution levels, Provider wages shall be as follows:

Effective upon Union Ratification, Board and State approval and State implementation, the Public Authority will pay an additional Fifty Cents (\$.50) toward wages resulting in a wage increase from \$11.50 to \$12.00 per hour.

Effective July 1, 2016, the Public Authority will pay an additional Twenty Five Cents (\$.25) toward wages resulting in a wage increase from \$12.00 to \$12.25 per hour.

Effective July 1, 2017, the Public Authority will pay an additional Twenty Five (\$.25) toward wages and resulting in a wage increase from \$12.25 to \$12.50 per hour.

On the date on which the first wage increase becomes effective the Public Authority medical plan contribution maximum will decrease from Sixty Nine Cents (\$.69) to Forty Four Cents (\$.44) per hour.

14.2 Rate Implementation

It is understood and agreed that the implementation of any change in rates may involve delays due to State approvals, or to State or County payroll issues, none of which are within the control of the Public Authority.

14.3 Payroll/Timesheets

The Public Authority will work with the Union to educate Providers on the most expedient processes to follow in order to resolve lost time sheets, late checks or other payroll issues.

SECTION 15. HEALTH BENEFITS

15.1 Health Benefit Funding

Effective upon Union ratification, Public Authority Board approval and State approval of the increased rate contained in this MOU, the Public Authority shall make available Forty Four Cents (\$.44) per hour multiplied by the number of paid IHSS hours each month to fund benefits for eligible IHSS Providers.

15.2 Provider Health Benefit Premium Payment and Processing

Providers eligible for and enrolling in the health benefits plan shall pay a co-premium of Fifteen Dollars (\$15.00) per month through payroll deduction. This co-premium shall be paid to the Public Authority.

Providers covered by the Health Benefits Plan are responsible for direct payment of their monthly co-premiums in situations when the co-premiums cannot be collected by payroll deductions.

15.3 Public Authority Premium Payments

The Public Authority shall pay its full designated share (\$0.44 per hour multiplied by the number of paid IHSS hours each month in combined Federal/State/County funding) of health plan premium cost so long as there are adequate funds appropriated by the Public Authority and Public Authority Board to meet the requirement of the health plan, subject to any restriction from the health insurance plan administration.

15.4 Public Authority Premium Processing

The Public Authority will forward the full amount of insurance premiums (Public Authority and Provider shares) to the health plan administrator no less than once each month.

15.5 Provider Initial Eligibility and Plan Enrollment:

In order to become eligible to participate in the health plan, a Provider must work four (4) consecutive months with a minimum of eighty (80) paid hours in each month or satisfy other criteria as established by the Health Plan Administrators. Benefit coverage begins the first day of the second month following the Provider's initial eligibility. In the event the Health Plan is at maximum enrollment, the Provider will be placed on a waiting list.

15.6 Provider Eligibility Determination

The Public Authority shall determine Provider eligibility based on the report received from the State CMIPS system of Paid Provider hours for each month.

15.7 Eligibility Appeal

A Provider may request appeal the Public Authority's determination of ineligibility to the Public Authority Director. If the issue is not resolved at the Public Authority Director level, the Provider may appeal to the Health Benefits Plan Labor Management Committee as provided for in Section 15.13. The decision of the Health Benefits Plan Labor Management Committee is final and binding on the parties and the issue of eligibility is not subject to the grievance procedure.

15.8 Continuing Eligibility

To remain eligible, a Provider must maintain at least eighty (80) paid hours per month. If the Provider's pay is below eighty (80) hours in any month, the Provider must increase the number of paid hours to at least eighty (80) hours in the next consecutive two (2) months. If the paid hours requirement is not met, the Provider will be dropped from the plan.

15.9 Eligibility Protections for Hours Reduction

If during the term of this MOU the State of California imposes an across-the-board reduction in hours for IHSS Providers that causes Providers to lose eligibility for health insurance, Providers who are enrolled in health insurance and who, if not for the imposition of cuts, would otherwise maintain eligibility, will not lose eligibility for insurance due to the cuts for the term of this MOU or until the parties reach an alternative agreement, whichever is sooner. Providers not enrolled in health insurance at the time of the imposition of the hours cuts must meet all eligibility requirements for insurance.

The Public Authority's obligation to maintain Provider coverage under this provision shall not exceed the County's savings that would result from the across-the-board reduction. In the case that the savings derived from the hours reduction is insufficient to support the additional insurance costs, the Parties will meet to determine what coverage shall be provided.

15.10 Maximum Enrollment

Maximum enrollment in the health plan will be limited to the maximum number of Providers for whom premiums can be paid within the funding appropriated by the Monterey County Board of Supervisors. The Public Authority shall review the amount of funding

available for the health plan coverage no less than bi-annually in conjunction with the Monterey County Board of Supervisors' budget review as well as conduct monthly monitoring reviews and make permissible adjustments accordingly.

15.11 Benefits Waiting List

If there is a waiting list for eligibility, Providers who become eligible will be added to the bottom of the waiting list. Providers who become ineligible for benefits while on the list will be removed from the list.

15.12 County Costs Contingency

The parties agree that the funding for the Health Benefits Plan is subject to the terms and conditions established in the Wage and Benefit Sections of this MOU.

15.13 Health Plan Review and Plan Modification

The parties agree to hold Health Benefits Plan Labor-Management Committee meetings as necessary for the purpose of monitoring and assessing periodic modifications to the health insurance plan.

The Public Authority and the Union share a common goal of providing an affordable, accessible health insurance plan for IHSS Providers. The parties agree to meet and confer during the term of this MOU for the purpose of evaluating the current plan as well as all other available options and selecting the best health plan that can be made available to the Providers with the available funding.

SECTION 16. MAILINGS

16.1 Union Mailings

The Public Authority will consider requests by the Union for inclusion of official Union notices in Public Authority mailings to Providers. A copy of the Union notice requested for inclusion must be provided at least three (3) days in advance. The Public Authority shall determine if the requested inclusion is compatible with the Public Authority's mailing. The Union shall reimburse the Public Authority for any costs associated with the inclusion of the Union notices.

16.2 Provider and Consumer Notices

The Public Authority shall provide the Union with copies of any mailing information sent out to the Providers and consumers.

SECTION 17. LABOR-MANAGEMENT COMMITTEE

The Parties agree to participate in regularly scheduled labor-management committee (“LMC”) meetings intended to promote open communication. Such LMC meetings shall be scheduled quarterly or more frequently by mutual agreement.

SECTION 18. OTHER SUPPORT SERVICES

The Public Authority and the Union are committed to developing other support services for IHSS Providers, including:

- Transit Passes - in collaboration with the Union, the Public Authority will explore funding for Transit Passes for IHSS Providers with more than one (1) client.

SECTION 19. SCOPE/SEVERABILITY

19.1 Scope of Agreement

Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the Parties in any and all matters subject to meet and confer. Neither party shall, during the term of this MOU demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this MOU by mutual agreement.

19.2 Separability of Provisions

If any provision of this Memorandum of Understanding be held illegal, invalid or unenforceable by operation of law, or by any tribunal of competent jurisdiction or, if compliance with or enforcement of any such provision should be restrained by any said tribunal, the remainder of this Memorandum of Understanding shall not be affected thereby.


If any portion of this Memorandum of Understanding is so held invalid or if compliance with any provision is restrained, the Public Authority is authorized to take immediate action to achieve compliance with the law, provided that the Public Authority shall give notice to the Union prior to such action and the Public Authority shall provide the Union with an opportunity to meet and confer within thirty (30) days after any determination of invalidity or service of a restraining order, for the purpose of arriving at a mutually satisfactory replacement for such article or section.

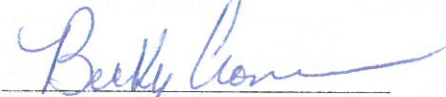
19.3 Employer of Record Contingency

If, during the term of this MOU, the legal requirement that counties provide for an employer of record for independent IHSS Providers is either eliminated or made optional to the counties, then the parties will meet and confer on the issue of continuing or discontinuing the employer of record status.


Memorandum of Understanding
between
**Monterey County Public Authority for
In-Home Supportive Services**
and
Service Employees International Union, Local 2015

FOR MONTEREY COUNTY PUBLIC
AUTHORITY



Sam Trevino, Program Manager
Office for Aging & Adult Services

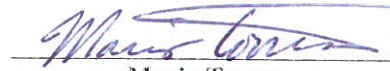

Becky Cromer, Finance Manager

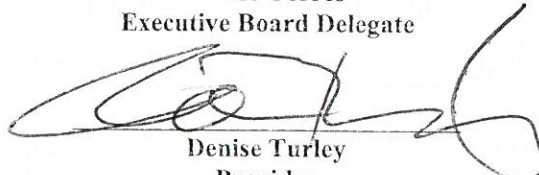

Cindy Avelino



M. Fran Buchanan
Negotiator


FOR SEIU ULTCW

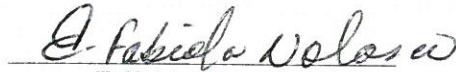

David Werlin, Chief Negotiator
Member Strength Director

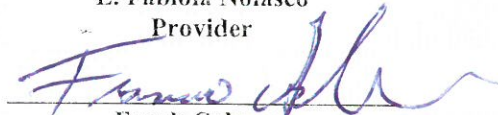

Mario Torres
Executive Board Delegate


Denise Turley
Provider


Reyna Pacheco
Provider


Maria Rios
Provider


E. Fabiola Nolasco
Provider


Frank Cabrera
Provider

7/27/15

Dated

6/24/15

Dated

APPENDIX A

RECOGNITION of SEIU LOCAL 2015

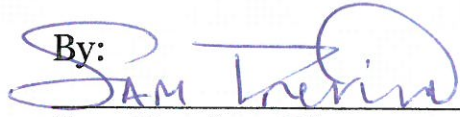
The Monterey County In-Home Supportive Services Public Authority (“Public Authority”), SEIU ULTCW, Local 6434 (“ULTCW”) and SEIU Local 2015 (“Local 2015”) agree as follows:

1. For purposes of collective bargaining, Public Authority is the employer-of-record.
2. ULTCW was recognized by the Public Authority as the recognized employee organization for the In-Home Supportive Services providers employed by the Public Authority (“the Providers”) through and including June 1, 2015.
3. ULTCW and Local 2015 are both affiliates of the Service Employees International Union (“SEIU”).
4. On June 5, 2015, ULTCW notified the Public Authority that SEIU reorganized its California locals representing long-term care workers and such reorganization resulted in a change in representation for the Monterey County IHSS Provider Bargaining Unit from SEIU ULTCW to SEIU Local 2015. The bargaining unit formerly represented by ULTCW will be represented by Local 2015, effective immediately.
5. The Public Authority acknowledges notice of the change in the recognized employee organization for the Monterey County IHSS Provider Bargaining Unit.

6. The Public Authority therefore, hereby recognizes SEIU Local 2015 as the recognized employee organization for the Providers.

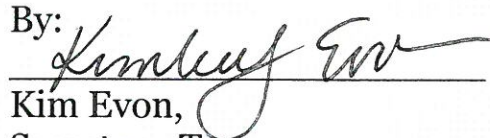
MONTEREY COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY

Dated August 17, 2015

By: 
Sam Trevino, Director,
Public Authority

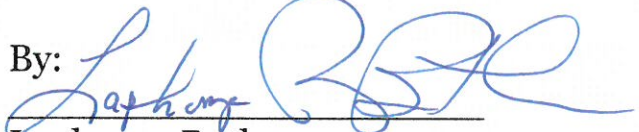
Dated August 17, 2015

SEIU ULTCW

By: 
Kim Evon,
Secretary-Treasurer
SEIU ULTCW, Local 6434

Dated August 17, 2015

SEIU LOCAL 2015

By: 
Laphonza Butler,
Provisional President
SEIU, Local 2015