

MEMORANDUM OF UNDERSTANDING

**IN-HOME SUPPORTIVE SERVICES (IHSS)
PROVIDER UNIT
2010 – 2011**



**IHSS PUBLIC AUTHORITY
AND
UNITED LONG-TERM CARE WORKERS' UNION, SERVICE
EMPLOYEES INTERNATIONAL UNION, LOCAL 6434**

**MEMORANDUM OF UNDERSTANDING
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**2010-2011
MEMORANDUM OF UNDERSTANDING
BETWEEN THE IHSS PUBLIC AUTHORITY AND
UNITED LONG-TERM CARE WORKERS' UNION, SEIU LOCAL 6434
CONCERNING THE IN-HOME SUPPORTIVE SERVICES (IHSS) PROVIDER UNIT**

PREAMBLE

This Memorandum of Understanding ("the MOU" or "Agreement") is entered into between the San Bernardino County In-Home Supportive Services Public Authority ("the Public Authority") and the United Long-Term Care Workers' Union, SEIU Local 6434 ("the Union").

The Public Authority was established to enhance in-home supportive services ("IHSS") in San Bernardino County ("the County") under California Welfare and Institutions Code Section 12300 et seq., and San Bernardino County Ordinance #3842 (Chapter 42 of Division 2 of Title 1 of the San Bernardino County Code). The parties recognize that the Public Authority does not employ or manage the IHSS Providers in the County ("Providers") in the role of a traditional employer.

Both the Public Authority and the Union recognize the important role of the Providers in the community and the vital link they form to the recipients of IHSS ("Recipients"). The parties agree that it is in the best interest of the Recipients, the Providers, and the health of the community to improve the working conditions of the Providers, without reducing services to the Recipients and while maintaining the independent provider mode of service delivery which includes the exclusive right of the Recipients to hire, fire and supervise the Providers.

RECOGNITION

Pursuant to the provisions of the Employee Relations Resolution of the Public Authority, the Union was certified on June 11, 2002, as the exclusive recognized representative for the IHSS Provider Unit. The Public Authority is the employer of record for the Providers for the sole purpose of collective bargaining. This MOU does not apply to others affiliated with or employed by the Public Authority, including without limitation, administrative and operational staff in the office.

DENTAL

- A. It is hereby agreed that the Union shall make available a dental insurance program ("the Dental Plan") to all active Providers. The Union will be responsible for the administration of the Dental Plan. Should the Dental Plan cease for any reason, neither the Public Authority nor the Union shall be obligated to procure a replacement plan, and payroll deductions for the Dental Plan shall be discontinued concurrent with the cessation of the Dental Plan, by the Union notifying the State Controller's Office.
- B. All current and future Providers will be automatically enrolled (unless they have affirmatively withdrawn). The Union shall clearly notify all Providers in writing of their option to withdraw from the Dental Plan. Providers may withdraw at any time upon written notification to the Union. Any who withdraw will be processed out of the Dental Plan as soon as practicable but no longer than 30 days after receipt of the Provider's notification. Any Provider who withdraws shall become ineligible for re-enrollment for a period of at least twelve (12) months following the effective date of withdrawal. The Union shall give notice of ineligibility to the Providers.
- C. Except as otherwise provided in this Agreement, payroll deductions for the Dental Plan shall be made monthly. The current payroll deduction shall be \$5.00 per month. It is understood and agreed that the deductions will be processed by the Union through the State Controller's Office pursuant to the Union's contract with the State, and that the Public Authority and County have no authority or responsibility relative to the State's processing of the deductions and will not be liable for any errors or omissions caused by the Union and/or the State.

- D. Should a Provider not earn sufficient wages, after taxes and social security deductions, to pay Agency Shop dues and Dental Plan payroll deduction in any month, the Union shall bear the cost of the Dental Plan for that month and there shall be no recovery from the Provider in future months. Should a Provider become ineligible for the Dental Plan and is discontinued from coverage under circumstances which cause COBRA to apply and should the Provider enroll in continuation coverage, the Union shall be responsible for any and all collection of Dental Plan premiums.
- E. Those Providers who lose employment as Providers shall retain Dental Plan coverage for the balance of the month in which they lose employment, plus the following month, and shall also have the right to continue coverage under COBRA. Providers losing employment are not subject to the 12 month preclusion, and will be re-enrolled upon resumption of employment.
- F. The Union will pay all administrative costs of providing the Dental Plan.
- G. The Union will comply with all applicable laws and regulations regarding the provision of such benefits, and be responsible for the provision of COBRA notices and administration of all applicable COBRA-related activities.
- H. The Union will indemnify, defend and hold harmless the Public Authority and the County relative to the deductions made for the Dental Plan and administration of the Dental Plan, including the giving of all notices, including COBRA, and any collection costs associated with the continuation coverage.
- I. The Union will provide a cost breakdown to the Public Authority upon the Public Authority's request. The breakdown shall include costs related to dental services and administration of the Dental Plan. This provision is subject to the availability of the requested data.
- J. It is understood that the Dental Plan shall be provided at no cost to the Public Authority or the County.

GRIEVANCE PROCEDURE

A. Definitions

- 1. Grievance – In the context of this Agreement, a grievance shall mean a dispute regarding implementation of the provisions of this MOU brought by either party.
- 2. Authorized representative shall mean an individual officially designated by one party to accept a grievance presented by the other party. Each party shall have one representative for this purpose.

B. Grievance Procedure

- 1. If one party has cause to believe that any provision of the MOU has been violated by the other party, the aggrieved party shall provide to the other party's representative in writing a detailed statement of the grievance, including the Articles of the MOU alleged to have been violated; evidence supporting the allegation; and a good faith proposal to resolve the dispute. Grievances shall be filed within twenty-one (21) days of the incident or occurrence or knowledge of the incident or occurrence, whichever comes later.
- 2. Within fifteen (15) days of submission of the written grievance, the representative of the other party shall respond in writing either accepting the proposed resolution or to schedule a meeting.
- 3. If the parties are unable to reach a mutually satisfactory accord on any grievance after a good faith effort to reach resolution through discussion has been on going for twenty-one (21) days, the aggrieved party may request that the grievance be referred to an impartial arbitrator to resolve the grievance.

4. The Public Authority and the Union shall select the impartial arbitrator by mutual agreement within fifteen (15) days after the grievance was submitted to arbitration. If, however, the parties are unable to reach agreement, the parties shall request a list of seven (7) arbitrators from the State Mediation and Conciliation Service and, within five (5) days of receipt of the list, the parties shall select the arbitrator from the list by alternately striking names. The party that will strike first shall be determined by lot.
5. The decision of the arbitrator shall be rendered within thirty (30) days from the date of the hearing or the date any briefs are submitted, whichever is later. The decision of the arbitrator shall be final and binding, subject to the following:

In the event the arbitrator determines an economic remedy is an appropriate remedy, he/she shall limit any retroactive award to a date that is no earlier than thirty (30) days before the date the grievance was filed. When an economic remedy against the Public Authority is included in any Arbitrator's award under this Grievance Procedure, the Arbitrator shall initially render an "Intended Decision." In preparation of the "Intended Decision," the Arbitrator shall consult with an expert familiar with IHSS Public Authority funding. Such expert shall be mutually agreed upon by both parties. In the event no mutual agreement is reached, the Arbitrator shall choose such an expert. The "Intended Decision" shall be submitted to the Public Authority's Board of Directors for review and determination as to whether the Public Authority has "legally available" funds to pay the award. "Legally available" funds shall be defined as those funds which are properly claimable by the County against the state and federal matches for the IHSS Program and which are made available to the Public Authority by the County. It is understood that the San Bernardino County Code Section 12.4209 provides that the Public Authority shall not have authority to incur any costs unless there is a state and/or federal funding match for such costs and that the County has funded the Public Authority for such costs. The Board of Director's determination of whether funds are "legally available" shall be submitted to the Arbitrator. The arbitrator shall review and consider the Board's determination, along with the Union's position, and render the "Arbitrator's Award," including a finding of whether funds to the Public Authority are in fact "legally available." Either party may seek judicial review of any "Arbitrator's Award" which provides for an economic remedy against the Public Authority within ninety (90) calendar days of the filing of the "Arbitrator's Award."

6. The fees and expenses of the arbitrator and of the Court Reporter shall be shared equally by the Public Authority and the Union. Each party shall bear the costs of its own representation.

C. Time Limits – The time limits specified above may be waived by mutual agreement of the parties.

HEALTH BENEFITS

A. Preamble – The parties agree that securing health benefits for uninsured Providers is an important goal. Maintaining the health of Providers is important to meet the needs of the Recipient, to facilitate the recruitment and retention of new Providers to the program, and to minimize health costs to the public.

B. Funding

1. Effective April 1, 2010, the Public Authority shall provide a maximum of \$762,500 (local share) during the term of this Agreement to fund a health care program ("Health Plan") that makes coverage for current uninsured Providers a priority. In no event shall there be any obligation of the Public Authority to provide any funding beyond the maximum of \$762,500 local share.
2. Implementation of this Health Plan is contingent upon the Public Authority executing an agreement with a Health Plan Provider **for an alternate plan.**

3. Enrolled Providers may be required to pay a monthly contribution towards the premium via payroll deduction. Said premium shall be in an amount not to exceed an agreed-upon amount, currently \$20.00 per month, as determined by the Labor-Management Committee.
4. Continuation of the Health Plan is subject to continuation of sufficient state and federal funding participation ratios to enable the Public Authority to procure and maintain a health insurance program; and continuing appropriations by the County Board of Supervisors each fiscal year. If, during the term of this Agreement, net state and federal cost sharing for health insurance decreases, the Public Authority shall not be required to increase its own share in order to maintain the benefit level. Instead the Public Authority may decrease the limit on the total number of Providers covered by the Health Plan so that the Public Authority's local share is not increased. If net state and federal cost sharing for health insurance decreases such that the Public Authority deems it is unable to procure and/or maintain a health insurance program, the Public Authority's obligation to provide a health care program shall cease.
5. It is recognized and agreed that it is in the discretion of the County Board of Supervisors to increase or to not increase appropriations and any action of the Board of Directors for the Public Authority is not binding on the County Board of Supervisors acting on behalf of the separate governmental entity County.
6. It is recognized and agreed that the County is not a party to the MOU and is under no obligation to increase appropriations.
7. SEIU agrees that it will not legally challenge any appropriation decision of the County Board of Supervisors and that any action of the Board of Supervisors is not a grievance, unfair labor practice, or breach of this labor contract.

C. Health Plan Eligibility and Enrollment

1. Effective the first complete month following adoption of this agreement, the Public Authority will continue to cover all those Providers currently enrolled, and who continue to meet eligibility requirements, in the Long Term Care Workers Health Trust through December 31st, 2010. The monthly premium will be fixed at \$285 per enrollee per month through December 31st, 2010. The Public Authority will pay \$275 towards the premium and the provider will pay a \$10/mo contribution by payroll deduction. Providers automatically enrolled subject to this term will be invited and have the opportunity to transfer coverage to the alternate plan, described in #3 below.
2. Individuals who were "grandfathered" into the Long Term Care Workers Health Trust at the previous eligibility level of 25 hours/month, and who have not reached the current eligibility threshold of 80 hours per will month will continue to be enrolled through June 30, 2011. These individuals will not have the option to transfer coverage to the alternate plan.
3. Effective the first complete month following adoption of this agreement, **or as soon as a written vendor agreement can be executed**, the Public Authority will enroll all providers on the current wait list at the time of enrollment who continue to be eligible, into an alternate health plan selected by the Public Authority with input from the Labor Management Committee. The monthly premium will be fixed at \$239.65 per enrollee per month through December 31st, 2010. The Public Authority will pay \$229.65 towards the premium and the provider will pay a \$10/mo contribution by payroll deduction.
4. The Public Authority and Union agree to work together, through the Labor Management Committee, to find a quality, affordable Health Plan for all eligible Providers. The Health Plan will go into effect January 1, 2011 with a premium and enrollee contribution mutually agreed upon through the Labor Management Committee. If no agreement is reached by November 1, 2010, the present Health Plans and enrollee contribution will continue. This paragraph excludes grandfathered individuals described in #2 above.

5. **Upon execution of this agreement** the Public Authority will hold an Open Enrollment in order to create a new waiting list. The wait list will be used to fill open slots pursuant to # 11, below.
6. Providers who have completed two (2) consecutive months of employment **as of the 1st day of the Open Enrollment period may submit applications for coverage during the Open Enrollment period.** A completed month is defined as a **payroll month** in which the Provider has worked **and been paid for** at least 80 hours.
7. Providers with other health insurance coverage or who are eligible for such coverage such as Medi-Cal, Medicare, Healthy Families or Healthy Kids, spousal coverage, COBRA, individual, conversion or coverage under a Group Plan offering Domestic Partners are not eligible to enroll in the Health Plan, as long as they remain enrolled in the another plan.
8. Providers shall not be permitted to enroll dependents in the Health Plan.
9. Upon receipt of applications for enrollment, the Public Authority or designee shall determine eligibility for enrollment and the Health Plans shall process enrollments as directed by the Public Authority.
10. The number of available slots shall be determined as follows:

Annual Health Budget	-	Annual Administrative Budget	=	Annual Enrollment Budget
Annual Enrollment Budget	/	12	=	Monthly Enrollment Budget
Monthly Enrollment Budget	/	Premium Rate	=	Maximum Enrollment Slots

11. Should there be more eligible applicants than slots available; priority for enrollment shall be given to Providers with the most cumulative service hours since June 1, 2002. In the event of a tie, priority shall be given to the Provider with the most seniority (i.e., with the earliest date of hire).
12. Ineligible applicants shall be notified of ineligibility and advised that they can apply again during the next Open Enrollment if their eligibility has changed.
13. Eligible applicants who are not enrolled in the Health Plan due to lack of available slots shall be notified of this fact and placed on a waiting list in priority order as established in 7, above. As slots become available during the Plan Year, applicants on the waiting list who remain eligible for enrollment pursuant to 2 and 3, above, may be enrolled.
14. Determinations of eligibility and priority of enrollment of eligible applicants shall be made by the Public Authority or designee in compliance with this article and shall not be subject to review, appeal or grievance.
15. Continued eligibility for active members will be reviewed by the Public Authority or designee monthly,. To retain coverage, the IHSS Provider must have worked 80 hours or more per month for any two (2) months in the preceding quarter. If the Provider does not meet this condition, the Provider shall be notified that he/she will lose coverage as of the beginning of the following month. The Public Authority shall ensure that notice regarding COBRA rights is provided with this notification.
16. If an IHSS Provider terminates coverage for any reason during the Plan Year, he/she must wait until the next Open Enrollment period to re-apply.

D. Mid-Year Changes to Benefits or Premiums

1. It is recognized that the Health Plan provider may be required to modify the Health Plan benefits or premiums during a Plan Year due to regulatory and legislative changes affecting health care and

administrative costs. If benefit changes are made, the Public Authority shall ensure that the Providers are given notification of the effective date of any plan changes. If there are changes to the premium rates charged to the Public Authority, such that the Public Authority's health care budget is insufficient to continue coverage for those Providers currently covered by the Health Plan, the Public Authority shall freeze enrollment and, if necessary, discontinue coverage for Providers in reverse order of their enrollment onto the Health Plan (i.e., the last enrolled will be the first dis-enrolled) to remain within the local cost budget for health care.

2. Annually the Public Authority shall receive notice of premiums to be charged for the subsequent Plan Year. If there are changes to the premium rates charged to the Public Authority, such that the Public Authority's health care budget is insufficient to continue coverage for those Providers currently covered by the Health Plan or if no agreement is reached regarding the provision of additional local funds by the Public Authority, the Public Authority shall freeze enrollment and, if deemed necessary by the Public Authority, discontinue coverage for Providers in reverse order of their enrollment onto the Health Plan (i.e., the last enrolled will be the first dis-enrolled) to remain within the local cost budget for health care.

LABOR-MANAGEMENT COMMITTEE

- A. In order to encourage open communication, promote harmonious relations and resolve matters of mutual concern, the parties shall maintain a Labor-Management Committee. The committee shall be governed by the following:
 1. The committee shall meet every other month or as mutually agreed to by the parties.
 2. The topics for such meetings may include, but are not limited to, mutual respect, payroll problems, health and safety issues, training and education.
 3. The committee shall be composed of three (3) representatives appointed by the Public Authority and three (3) representatives appointed by the Union. Observers and guests may be invited by either party when their presence will be helpful in the resolution of specific issues.
- B. The provisions of this Article and the subjects and recommendations of the committee shall not be subject to the Grievance Procedure.
- C. The committee shall not have the authority to modify the terms and conditions of this MOU. Any changes recommended by the committee that would have the effect of modifying provisions of this MOU shall be addressed during the next negotiations period between the parties unless the parties mutually agree to reopen the Agreement to address a specific issue.

LIABILITY OF PUBLIC AUTHORITY

The Public Authority is an independent legal entity, separate and apart from the County of San Bernardino. The Public Authority has no power to bind the County to any contractual or legal obligations, nor may the obligees of the Public Authority seek recourse against the County of San Bernardino for any financial or legal obligation of the Public Authority.

MANAGEMENT RIGHTS

Unless otherwise expressly specified in the MOU, the Public Authority shall have the right to determine the mission of its governing body, committees and other related work groups; maintain the efficiency of its operations; determine the methods, means and personnel by which its operations are to be conducted; and take all necessary actions to carry out its mission in emergencies.

NON-DISCRIMINATION

There shall be no discrimination in the interpretation, application, or enforcement of the express terms of this MOU because of sex, race, creed, color, national origin, sexual orientation, age, disability or participation or non-participation in the union activities against any Provider by the IHSS Public Authority or by the Union.

Nothing in this Section shall limit the rights of IHSS Recipients as provided in the Recipients' Rights Section.

NO STRIKE

During the term of the MOU, the Union, its members and representatives shall not engage in, authorize, sanction or support any strike, slowdown or other stoppage of work.

ORIENTATIONS

Whenever the Public Authority conducts, or causes to be conducted, group orientation sessions for Providers, it shall give the Union reasonable notice (no less than three business days shall be reasonable); and the Public Authority shall set aside a timeslot for the Union to make a ten (10) minute presentation to the Providers at such orientations.

RECIPIENTS' RIGHTS

- A. Under the state law and the County Ordinance establishing the Public Authority, the Recipients have the sole and undisputed right to hire Providers of their choice; remove Providers at-will from their service; supervise the work of Providers; and determine in advance and under what circumstances anyone may enter their homes.
- B. The Union shall neither seek nor receive information regarding the name, address, phone number or any other personal information regarding Recipients. Union representatives and Providers shall maintain strict standards of confidentiality regarding Recipients obtained from whatever source, pertaining to Recipients unless disclosure is compelled by legal process or otherwise required/permitted by law.

REGISTRY SENIORITY

- A. **General.** The Public Authority and the Union recognize the importance of providing registry services to Consumers and to Providers. The Public Authority is required by law to establish a registry ("the Registry"). Nothing in this article shall prevent the Union from establishing a registry or the parties from establishing a joint registry.
- B. **Referrals.** Providers shall be referred a follows:
 - 1. The Public Authority Registry staff shall make a determination for each Provider on the Registry roster. In determining the qualifications, the registry staff shall consider training, experience, ability and willingness to work hours and tasks requested, language preferred by recipient, and geographical and recipient preferences as appropriate.
 - 2. The Registry shall determine the seniority date for each provider on the Registry roster. The order of names on the referral list of qualified Providers shall be by seniority on the Public Authority Registry. Seniority shall be based on the Providers first date of employment as a Provider.

3. If a Recipient does not request a provider by name, the Registry shall refer the most senior providers with the required qualifications that come up on the random sort provided by registry software, while avoiding duplicative lists.

C. Labor Management Committee Role

1. The Joint Labor Management Committee (LMC) shall review and discuss the Registry's ongoing referral process and related policies and procedures, offering input to the Public Authority as to potential improvements. However, final registry policies and procedures will remain the purview of the Public Authority leadership and its Board of Directors.
2. The Registry process shall be a recurring agenda item, and the LMC may at its discretion submit input to the Public Authority in writing.
3. To assist the LMC concerning discussions about Registry process the Public Authority shall, upon request, share with the LMC the data which the Public Authority collects with respect to quarterly volume of Provider and Consumer matches, referrals and placements. The Public Authority shall upon request also share with the LMC copies of registry operating documents (rules, written procedures, enrollment packets, and standard forms) in order to facilitate discussion of "best practice".

D. Registry Complaint Process

1. STEP ONE: Any current Registry Provider who believes that he or she has been adversely affected due to an alleged failure by the Registry to comply with the applicable rules and policies governing Registry shall, within thirty (30) calendar days of when the provider knew or should have known of the event giving rise to the complaint, send to the Public Authority a written complaint and/or request for review stating the basis for the complaint and a statement as to what the Provider wishes the Registry to do to remedy the situation. The Registry manager shall, within thirty (30) calendar days after receiving the complaint review the matter and prepare and send a written response to the complaining Provider.
2. STEP TWO: If the provider is not satisfied with that response he or she may, within fifteen (15) calendar days of the reply under Step One, as evidenced by the [postmark, send to the Executive Director of the Public Authority a written request for review. The Executive Director of the Public Authority, or her designee, shall within thirty (30) calendar days after receipt of the request for review, review the matter and prepare and send a written response to the complaining Provider.

E. Union Representation

Upon request of the complaining provider, the Union shall be permitted to accompany and/or represent the provider at any steps of the above complaint process.

SAVINGS CLAUSE

If any term or provision of the MOU is found to be in conflict with any law or ordinance, the Public Authority and the Union shall meet promptly to expeditiously renegotiate the term or provision. All other terms and provisions of the MOU shall remain in full force and effect.

TERM AND RENEGOTIATION

- A. This Agreement becomes effective upon approval of the Public Authority Board of Directors, and shall remain in full force and effect through June 30, 2011. If a successor Agreement has not been reached by 12:00 a.m. (midnight) on June 30, 2011, the terms and conditions of this Agreement shall be extended for ninety (90) days or until a successor Agreement is adopted, whichever occurs sooner. All economic provisions are subject to funding availability as provided in specified Articles and paragraph (C) below.

- B. In the event either party hereto desires to negotiate a successor Agreement, such party shall serve upon the other ninety (90) days prior to expiration of the Agreement, any written request to commence negotiations, as well as its written proposals for such successor Agreement. Upon receipt of such written proposals, negotiations shall begin no later than thirty (30) calendar days after such receipt.
- C. Because of the uniqueness of the legislative scheme for IHSS Public Authorities, the continuing costs of wages, benefits and operations contained in the Agreement are subject to the on going funding by the County, pursuant to County Code Section 12.4209 as well as the state and federal funding. Should the County not provide adequate funding for the costs of the wages, benefits and operations contained herein, or should the state or federal governments change funding allocations or reduce funding; the parties shall forthwith meet and confer to provide for any necessary adjustments resulting from any reduction in funding. However, should funding be decreased to the Public Authority from any source immediate reductions in wages and economic benefits shall be implemented commensurate with the maximum level of funding that is approved by both the state and federal funding agencies, pending further meeting and conferring.

TRAINING

- A. The Public Authority and the Union recognize that providing access to training for IHSS Providers is an important goal and a significant component of the IHSS Program. The Public Authority acknowledges that the Union has extensive experience in developing and conducting training programs for IHSS Providers. The parties recognize that constraints on funding pose substantial challenges in achieving this goal. To meet these challenges, it is important for the parties to work cooperatively to improve training opportunities of Providers. Toward this end the Labor-Management Committee shall develop a joint plan for implementing a Provider training program for IHSS Providers and to explore available resources for funding such a program. The parties understand that the Public Authority cannot implement any program which will result in committing any funds beyond those designated for training in the approved state rate application; however, this does not preclude funding such a program with grant monies or other funding approved by the Public Authority and designated by the Board of Directors for training purposes. It shall be the Labor-Management Committee's goal to make recommendations to the Board of Directors no later than ninety (90) days after the effective date of this contract.
- B. The parties acknowledge that it is in the interest of the Union and the Public Authority to utilize the limited funding available to identify and address the areas of greatest need. Participation shall be voluntary and on a "first come, first served" basis. Participation shall not be made a condition for employment as an IHSS Provider. In conformance with Welfare Institutions Code Section 12306 et seq., Provider work hours may not be altered to accommodate attendance at trainings and time use in participation in training may not be compensated as Provider hours. However, the Public Authority will strive to set training schedules that promote the greatest participation by Providers.
- C. The Public Authority retains the exclusive right and authority to determine the scope of training and the method of training provision.
- D. The parties agree that failure of the state to meet its obligations to participate in funding for training of IHSS Providers will excuse the Public Authority from implementing or completing some or all of the provisions of this Section.
- E. Nothing in this Section shall in any way serve to limit the Union from continuing to provide any existing training programs or from designing and implementing its own training programs for Providers.

TRANSPORTATION

The Public Authority and the Union shall work together to improve access services and para-transit services for Providers.

The Public Authority shall notify Providers, in writing, that they are not required, as a condition of employment, to use their own personal vehicle.

UNION RIGHTS

A. List and Information

1. The Public Authority shall provide the Union a list of the Providers. Such list shall include the names, addresses, telephone numbers, social security numbers, and hours authorized and hours paid in the previous month. The list shall be provided on a monthly basis and in an agreed upon computer format.
2. The Union recognizes that prior to distribution of social security numbers, the Public Authority must first amend its contract with the County to provide Providers' social security numbers, and that such contract amendment shall include a requirement that the Union fully indemnify the County as provided in subsection 3, below.
3. The Union shall defend, indemnify, save, protect and hold harmless the Public Authority and the County and their respective boards, 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 the Providers' names, social security numbers, hours authorized and hours paid, addresses and phone numbers.
4. The Union shall limit its use of Providers' social security numbers to the exclusive purpose of obtaining dues deductions as required by the Union's wage assignment agreement with the State Controller's Office.

B. Union Security

1. The Union agrees that it has a duty to provide fair and non-discriminatory representation to all Providers in the Unit regardless of whether they are members of the Union.
2. It shall be a condition of employment that all Providers covered by the MOU shall become and remain members of the Union in good standing or pay a fair share agency fee. Membership in good standing shall mean that the Provider pays the regular periodic dues as a condition of acquiring or retaining membership in the Union. An agency fee is the minimum regular periodic fee required of non-members as their fair share cost of representation, subject to the limitations and protections of applicable law. The dues or fees shall be deducted from the Providers' paycheck on a monthly basis following completion of thirty (30) calendar days of employment. For Providers employed as of the date of adoption of the MOU, the obligation to pay Union dues or agency fees shall commence with the first full payroll period following final adoption of the MOU.
3. Any Provider who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting unions, shall not be required to join or financially support the Union. Such Providers shall, as a condition of continued employment and in lieu of periodic dues or agency fees, pay sums equal to said amounts to one of the following organizations selected from the County's employee Combined Giving Campaign list: Inland Hospice Association; Desert AIDS Project; or First Steps Child Development Center, Inc. In order to make such an objection, a Provider must execute a written statement that the Provider is a member of a bona fide religion, body or sect that has historically held a conscientious objection to joining or financially supporting unions, and must also present verification to the Union and the Public Authority of active membership in that religion, body or sect. Charitable contributions will be by payroll deduction only, and are subject to state payroll deduction practices and limitations. Upon request, the Union shall provide proof of distribution of charitable contributions on a monthly basis to the Provider and the Public Authority.
4. The Union shall provide the Public Authority with a copy of the Union's agency fee procedure and each revision thereof, and shall provide notice of said procedure to bargaining unit members as required by all applicable laws.

5. Annually, the Union shall provide the Executive Director with copies of the financial report as required by law.
6. The Union shall defend, indemnify, save, protect and hold harmless the Public Authority and its Board, directors, officers and employees from any and all claims, judgments, costs and liabilities for any damages and/or injury arising from the enforcement of this union security provision.
7. When an individual Provider's earnings for a calendar month, after required federal and state deductions are made, are insufficient to cover the amount of dues or agency shop fees, no dues payment or agency shop fee will be withheld for that calendar month.
8. When an individual Provider is in a non-paid status for an entire calendar month, no dues payment or agency shop fee will be withheld for that calendar month. Further, no withholding will be made to cover that calendar month from future earnings.
9. All required federal and state deductions shall have priority over Union dues and agency shop fees.

C. Official Representatives

At the beginning of the term of the MOU, the Union shall notify the Public Authority of the names of the Union's field representatives and shop stewards. The Union shall notify the Public Authority of any changes to the list as they occur. The representatives and stewards shall not be recognized by the Public Authority until such list or changes are received by the Public Authority.

WAGES

- A. The wages of Providers shall be \$9.25 per hour during the term of this Agreement, unless reduced as otherwise permitted in this Agreement.
- B. Continuation of this wage rate is subject to continuation of state and federal funding participation ratios at or above levels provided for under current law; and continuing appropriations by the County Board of Supervisors each fiscal year thereafter. Upon receipt of notice of a reduction in maximum wage rate below any amount as listed in the schedule above by either the state or federal government, the Public Authority shall forthwith notify the Union and shall take action to decrease wages of Providers to the maximum wage rate of both state and federal funding effective the date the funding is reduced.
- C. It is recognized and agreed that it is in the discretion of the County Board of Supervisors to increase or to not increase appropriations and any action of the Board of Directors for the Public Authority is not binding on the County Board of Supervisors acting on behalf of the separate governmental entity, County.
- D. It is recognized and agreed that the County is not a party to the MOU and is under no obligation to increase appropriations.
- E. Union agrees that it will not legally challenge any appropriation decision of the County Board of Supervisors and that any action of the Board of Supervisors is not a grievance, unfair labor practice or breach of this labor contract.

APPENDIX A

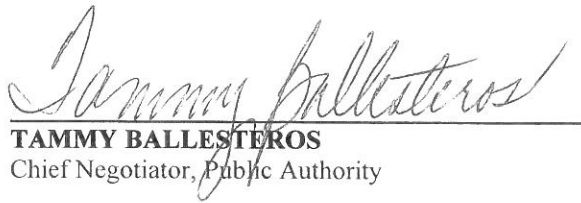
This Memorandum of Understanding is subject to approval by the Board of Directors. The parties hereto agree to perform whatever acts are necessary, both jointly and separately, to urge the Board to approve and enforce this Memorandum of Understanding.

Following approval of this Memorandum of Understanding by the Board, its terms and conditions shall be implemented according to the terms and conditions contained herein as well as by San Bernardino County Code, Section 12.4201 et seq., California Welfare and Institutions Code Section 12300 et seq., or other appropriate lawful action.

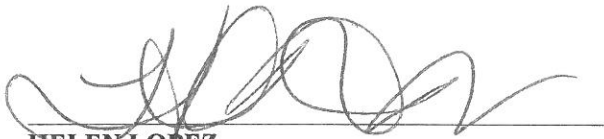
DATED: _____



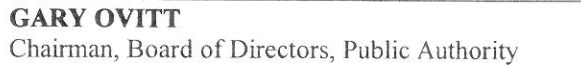
ANA DUARTE
Secretary-Treasurer
United Long Term Care Workers Union, SEIU Local 6434



TAMMY BALLESTEROS
Chief Negotiator, Public Authority



HELEN LOPEZ
Executive Director, Public Authority



GARY OVITT
Chairman, Board of Directors, Public Authority

APPROVED AS TO LEGAL FORM:



W. ANDREW HARTZELL
Counsel for Public Authority