MEMORANDUM OF UNDERSTANDING

IN-HOME SUPPORTIVE SERVICES (IHSS) PROVIDER UNIT 2026 – 2029

seiu 2015
California's Long Term Caregivers

IN HOME SUPPORTIVE SERVICES
PUBLIC AUTHORITY
SAN BERNARDINO COUNTY

IHSS PUBLIC AUTHORITY
AND
SEIU LOCAL 2015

IN-HOME SUPPORTIVE SERVICES (IHSS)
PROVIDER UNIT

MEMORANDUM OF UNDERSTANDING
2026 – 2029

Table of Contents

PREAMBLE 1
RECOGNITION 1
DATA 1
GRIEVANCE PROCEDURE 2
HEALTH BENEFITS 3
LABOR-MANAGEMENT COMMITTEE 6
LIABILITY OF PUBLIC AUTHORITY 7
MANAGEMENT RIGHTS 7
NON-DISCRIMINATION 7
NO STRIKE 7
NEW PROVIDER ORIENTATION/IN-PERSON MEETINGS 8
CONSUMERS' RIGHTS 8
REGISTRY SENIORITY 9
SAVINGS CLAUSE 10
TERM AND RENEGOTIATION 10
SICK LEAVE 11
TRAINING 11
PROTECTIVE GLOVES, MASKS, AND ANTIBACTERIAL SOAP 12
UNION RIGHTS 12
WAGES 14
APPENDIX A – APPROVAL BY BOARD OF DIRECTORS 16
APPENDIX B – ONE-TIME TRAINING AND PERSONAL PROTECTIVE EQUIPMENT (PPE) FUNDS 19

2026-2029
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE IHSS PUBLIC AUTHORITY AND SEIU LOCAL 2015
CONCERNING THE IN-HOME SUPPORTIVE SERVICES (IHSS) PROVIDER UNIT

PREAMBLE

This Memorandum of Understanding ("Agreement") is entered into between the San Bernardino County In-Home Supportive Services Public Authority ("the Public Authority") and SEIU Local 2015 ("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 ("Providers") in the County 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 IHSS consumers ("Consumers"). The parties agree that it is in the best interest of the Consumers, the Providers, and the health of the community to improve the working conditions of the Providers, without impacting County services or reducing services to the Consumers and while maintaining the independent provider mode of service delivery which includes the exclusive right of the Consumers 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 (Unit). On July 1, 2015, SEIU Local 2015 was recognized as the successor exclusive recognized representative of the Unit. On July 1, 2019, pursuant to AB1811 (2018), the Unit was expanded to include all Providers providing services through Waiver Personal Care Services (WPCS). The Public Authority is the employer of record for the Providers for the sole purpose of collective bargaining as required by law. This Agreement does not apply to others affiliated with or employed by the Public Authority, including without limitation, administrative and operational staff in the office.

DATA

1. The Public Authority shall, upon request, share with the Union the Registry data which the Public Authority collects with respect to the monthly volumes of Provider and Consumer participants, referrals and placements and withdrawals. The Public Authority will not release any Consumer personal identifying information. The Public Authority and the Union shall also share with one another copies of their respective materials related to Provider and Consumer roles and responsibilities, Registry process, enrollment packets and standard forms, in order to facilitate discussion of "best practice."

2. Upon request from the union, the Public Authority agrees to provide the union any other relevant information consistent with applicable law.

3. All information shall be provided to the extent that it is available and that the Public Authority is permitted to share.

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 Agreement 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 Agreement 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 Agreement 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 the 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 ("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 Consumer, to facilitate the recruitment and retention of new Providers to the program, and to minimize health costs to the public.

B. Health Benefits Trust - The Public Authority has entered into an agreement with the Healthcare Employees/Employers Dental and Medical Trust ("Trust") for the purpose of providing benefits to Providers. A Health/Dental/Vision Plan ("Plan") shall be offered to eligible Providers through the Trust. The Public Authority will make financial contributions to the Trust for those Providers who enroll in the Plan for the period of time the agreement with the Trust remains in effect. The Trust will select the best Plan Administrator and health plan(s) that will maximize the number of Providers covered as well as the best benefit coverage plan(s).

The Trust agrees to maintain and make available to San Bernardino County accurate books and records relative to the subject health benefits and San Bernardino County contributions. The Trust shall permit San Bernardino County to audit all such books and records and shall maintain all pertinent material in an accessible location and condition for a period of no less than three (3) years from the date of final payment under this Article or until after the

conclusion of any audit whichever occurs last. Additionally, once each year, upon written request, San Bernardino County will be allowed to perform a full audit of the Trust Fund including its operations, compliance, experience, utilization, rate setting documentation and supporting data, loss ratios, expenses, transactions, and financial results as they pertain to the Trust plan.

Upon written request of San Bernardino County, the Trust shall provide written accountings of all funds received from San Bernardino County. The Trust shall provide all requested reports within thirty (30) days of receipt of the written request.

In the event any information is required by the Public Authority, San Bernardino County, or the State of California to satisfy any federal or state reporting requirements, including, but not limited to, requirements imposed by the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010, the Trust will promptly provide such information to the requesting entity. The foregoing does not limit the responsibility of the Trust to satisfy federal and/or state reporting requirements resulting from the administration of the Trust or the insurance programs.

C. Public Authority Contributions Towards Benefits

1. The Public Authority shall contribute to the total cost of providing the Plan for eligible Providers, as soon as administratively possible after State approval is received. The Public Authority's contribution shall be remitted to the Trust. The total amount the Public Authority shall contribute shall be at least forty-two cents ($0.42) per hour, multiplied by the total number of paid Provider hours reported each month by the State Case Management Information and Payrolling System (CMIPS 2).

   The parties shall then, within 120 days following adoption of the agreement, establish a committee to discuss the delivery of medical benefits and how the current allocation of healthcare subsidy can be more efficiently dispersed to provide a more cost effective utilization of the funds (e.g., to include co-pays, deductibles, coverages, provider contributions, cost sharing, etc.).

2. Continuation of the health benefits 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 Directors 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.

   It is recognized and agreed that this agreement is between the Public Authority, and that San Bernardino County is not a party to the MOU and is under no obligation to increase appropriations. Union agrees that it will not legally challenge any appropriation decision of the Board of Directors for the Public Authority.

D. Provider Contributions Towards Benefits

Enrolled Providers shall be required to pay a sixty dollar ($60.00) monthly contribution towards the premium via payroll deduction.

E. Processing and Payment of Insurance Premiums - The payment of the Public Authority's benefits contribution and Provider premiums shall be processed as follows:

1. Each month of this Agreement, the Public Authority will forward the full amount the of Public Authority's contribution to benefits to the Trust.

2. Each Provider who is receiving benefits pursuant to Article 15 of this Agreement shall pay his or her share of insurance premium as follows:

   i. Providers who are paid through the CMIPS 2 and Providers who are paid in advance shall pay their share of insurance premiums to the Trust either directly or by payroll deduction.

3. The failure to pay premiums on a timely basis shall be cause for cancellation of insurance coverage.

4. Once each month, the Trust shall forward payroll deduction information to the State Controller's Office.

F. Trust Invoice - Contributions by the Public Authority will be paid by the 15th of each month or as soon as administratively possible, to the Trust for hours worked in the prior month. The coverage period is determined by the Trust and the Public Authority is not responsible for any determinations related to eligibility or coverage periods.

G. Limitation on Use of Funds - The financial contributions the Public Authority makes to the Trust shall be used exclusively to fund the premiums of enrolled Providers who work within the regional boundaries of San Bernardino County. The Trust will permit the Public Authority, at the Public Authority's request, to audit the Trust to confirm that the Public Authority's contribution is being used for purposes consistent with this Agreement.

H. Plan Administration

1. The Trust shall administer the Plan.

2. The Trust shall be responsible for determining eligibility, and processing enrollment. The Union and the Public Authority can work together to promote the plan and address any recruitment needs.

3. The Trust shall be responsible for the distribution to Providers of enrollment forms, benefit descriptions, health care provider directories, claim forms, and other forms of documents usually supplied in connection with the enrollment process. In addition, the Trust will prepare and distribute HIPAA certifications.

4. The Trust will ensure that the provision of benefits to Providers under this Article complies with COBRA, HIPAA, ACA, and all other applicable state and federal laws and regulations.

5. The Plan Administrator shall be responsible for determining eligibility and processing enrollment following the criteria: 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. Providers shall not be permitted to enroll dependents in the Health Plan.

6. Continued eligibility for active members will be reviewed by the Plan Administrator 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 Plan Administrator shall ensure that notice regarding COBRA rights is provided with this notification.

   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.

   For Providers who are not eligible for coverage under this plan, the Union and the Public Authority will encourage them to avail themselves of the health care exchanges under Covered California, if eligible.

I. Indemnification - The Union will defend, indemnify and hold harmless the Public Authority, San Bernardino County, and its officers, agents, and employees from any and all claims, demands, suits, or any other action arising out of, or any way related to the Trust and/or healthcare plans administered and/or provided pursuant to this Agreement, or arising out of this Article.

J. If the health benefit premium should increase 5% or more in a Benefit Plan Year, or more than 8% during the term of this MOU, the parties may meet to discuss issues such as alternate plans, enrollment levels, Provider premium contributions, etc..

K. The parties recognize that the Public Authority does not employ or manage the IHSS Providers in the County in the role of a traditional employer, at the time of this Agreement, however, should a determination be made in the future by the Courts, legislation or regulation that is binding on the Public Authority that the Public Authority is the employer or a joint employer of the Providers, the parties shall re-open the contract regarding economic terms.

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, registry concerns, payroll problems, health and safety issues, training and education, and changes to the IHSS program.

   3. The committee shall be composed of representatives appointed by the Public Authority and representatives appointed by the Union, not to exceed ten (10) members each. Further, the Union may bring up to one (1) additional member for the purpose of

training/educating the member on the Labor-Management Committee topics. 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 Agreement. Any changes recommended by the committee that would have the effect of modifying provisions of this Agreement 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 San Bernardino County. 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 San Bernardino County for any financial or legal obligation of the Public Authority.

MANAGEMENT RIGHTS

Unless otherwise expressly specified in the Agreement, 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 hours of work, 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

Neither the Public Authority nor the Union shall discriminate against any Provider because of sex, race, creed, color, national origin, sexual orientation, gender identification, age, disability, genetic information, or participation or non-participation in the union activities against any Provider by the Public Authority or by the Union, or other basis as required by federal, state, or local law.

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

NO STRIKE

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

NEW PROVIDER ORIENTATION/IN-PERSON MEETINGS

San Bernardino County IHSS staff, or designee, will be the facilitator of the New Provider Orientation/In-Person meeting. In-Person meetings shall be a combination of online and in-person, as in agreement with the Union. All Providers will be required to attend an In-Person Meeting. Upon completion of this meeting, the Providers shall create a profile in BOUNDS to complete the enrollment process.

The Union will be provided with an annual calendar of In-Person meetings indicating the language of the In-Person Meetings. Additionally, the Union will be provided with a minimum of two weeks' notice of any date changes to the In-Person meeting calendar. If two weeks advance notice is not feasible, the Union will be notified of any date changes as soon as practicable. The Union will notify the Public Authority if they are unable to attend at least twenty-four (24) hours in advance. If advance notice is not feasible, the County will be notified as soon practicable.

Representatives of the Union shall be permitted to attend In-Person meetings and address the Providers about the Union. The Union will have thirty (30) minutes at the start of the In-Person meeting to address the Providers in attendance.

In adherence to Department visitors' procedures, the Union and Providers will be required to sign-in and sign-out on the visitor's log located at the reception and wait in the lobby to be accompanied into the meeting room by IHSS staff, or designee, ten (10) minutes prior to the start of the meeting.

The Union will be provided with a copy of the New Provider Orientation/In-Person meeting attendance list after each orientation. If IHSS, or designee, neglects to provide an attendance list to the Union, a list will be provided within 3 working days of the Union's request. Consistent with current practice, in the event that the Union is unable to attend a New Provider Orientation/In-Person meeting, contact information for the Union shall be provided to all Providers who attend.

CONSUMERS' RIGHTS

A. Under the state law and the County Ordinance establishing the Public Authority, the Consumers 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 Public Authority will provide assistance, as possible, to Providers who are subject to differences or misunderstandings between Consumers and Providers, including referring the Provider to the IHSS Social Worker for further assistance in problem resolution.

C. The Union shall neither seek nor receive information regarding the name, address, phone number or any other personal information regarding Consumers. Union representatives and Providers shall maintain strict standards of confidentiality regarding Consumers obtained from whatever source, pertaining to Consumers 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").

1. The Public Authority operates the Back-Up Provider System (BUPS) established October 2022 by the State for the purposes of providing temporary assistance. The IHSS recipient would be eligible to receive temporary IHSS or WPCS services from a back-up Provider if they have an urgent need for back-up supportive services related to personal care services that cannot be met by an existing Provider or the urgent need cannot be met because the recipient is transitioning to home-based care.

2. Urgent need is defined as:
   a. The need must be immediate and cannot be postponed until the Provider is available to provide the need; and
   b. The need has a direct impact upon the IHSS recipient and delaying the need would potentially jeopardize the health and/or safety of the IHSS recipient and may result in the need for emergency services and/or out-of-home placement.

B. **Applicants.**

1. The Registry shall provide applicants with written material, in English and Spanish, about the Registry, such as Provider roles and responsibilities, Registry process, enrollment packets and standard forms. If the materials are available in additional languages, they shall be provided to the Provider upon their request.

2. The Registry shall provide applicants with training material provided by the Union, promoting the Center for Caregiver Advancement.

C. **Referrals.** Providers shall be referred as 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 Consumer, and geographical and Consumer 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 Consumer 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.

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 fifteen (15) calendar days after receipt of the request for review, review his/her matter and prepare and send a written response to the complaining Provider.

3. STEP THREE: If the Provider remains dissatisfied, he or she may, within a twelve (12) calendar day period of the completion of Step Two, as evidenced by the postmark of the reply, send to the Executive Director, or designee, a written request for review and final determination. If the claim is that the Provider has been wrongfully suspended or removed by the Registry from Registry participation, the matter will be referred to the Labor Management Committee for a recommendation to the Executive Director, who shall have the final and binding decision.

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. The Public Authority will provide Union contact information upon the request of the Provider.

F. **Correspondence**. The Public Authority agrees to discuss the content of correspondence to Registry Providers at the Labor Management Committee.

SAVINGS CLAUSE

If any term or provision of the Agreement 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 Agreement 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, 2029. If a successor Agreement has not been reached by 11:59 p.m. June 30, 2029, 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 may serve upon the other one hundred twenty (120) days prior to expiration of the Agreement, a written request to commence negotiations for such successor Agreement. In the event that a request from the Union contains a request for information, any information will be provided

consistent with applicable law. Negotiations shall begin no later than twenty-five (25) working days after a request to commence negotiations, or as otherwise agreed to by the parties.

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 ongoing funding by the County, pursuant to County Code Section 12.4209 as well as the state and federal funding.

SICK LEAVE

Providers are eligible for sick leave as provided in California Labor Code Section 246.

TRAINING

A. The Public Authority and the Union recognize that providing access to training for IHSS Providers is an important goal and significant component of the IHSS Program. The Public Authority will partner, as appropriate, with SEIU Local 2015 to ensure that training opportunities for IHSS Providers are available throughout San Bernardino County as a vital means to retain current workforce, enhance the skills providers need to care for consumer population and recruit new Providers to the program.

B. During the term of the Agreement, the Public Authority and the Union shall work to identify training opportunities for Providers. The parties will work together to advocate for additional funds from other sources including but not limited to the State of California. To further the objectives of training and career development.

   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 of 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.

C. Effective upon approval of the Board of Directors as Governing Body of the Public Authority and State approval, the Public Authority shall allocate sixty-five thousand dollars ($65,000) per fiscal year to provide job specific training classes for IHSS Providers. The Public Authority shall provide an annual training calendar and description of the training to the Union. Advance notice of changes to the training calendar will be provided to the Union. Any unused funds dedicated to this training do not carry over from one fiscal year to the next. The Public Authority will provide the Union with a quarterly training fund status report.

D. 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 used 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.

The Public Authority retains the exclusive right and authority to determine the scope of training and the method of training provision. The Public Authority agrees to take into consideration any concerns and recommendations provided by the Union.

E. 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.

F. 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. The Union agrees to take into consideration any concerns and recommendations provided by the Public Authority.

G. If the State or other entities provides funding for training classes for IHSS Providers, the parties will meet to discuss the program.

PROTECTIVE GLOVES, MASKS, AND ANTIBACTERIAL SOAP

Effective upon the approval of the Board of Directors as Governing Body of the Public Authority and State approval the Public Authority shall allocate thirty-five thousand dollars ($35,000) local share each year to purchase protective gloves, masks, antibacterial soap, and other protective equipment for Providers for the purpose of delivering IHSS care to consumers. The Public Authority shall pursue State and Federal matching funds and may seek funds from other sources to enhance the provision of protective gloves, masks, antibacterial soap, and other protective equipment.

The Public Authority and the Union shall meet within 60 days of adopting this Agreement and discuss the storage and distribution of the gloves, masks, antibacterial soap, and other protective equipment.

UNION RIGHTS

A. List and Information

1. The Public Authority shall provide the Union a list of the Providers, upon its request. Such list shall include the names, addresses, telephone numbers, Provider identification numbers, hours authorized, and hours paid in the previous month. A list will also be provided that includes the Provider's seniority date on the Registry. The list shall be provided in an agreed upon computer format.

2. 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, unique Provider identification numbers, hours authorized and hours paid, addresses and phone numbers.

B. Payroll Deductions

The Public Authority recognizes the right of the Union to collect dues and other authorized deductions from Providers who have authorized such deductions. The Union works directly with the State in regard to authorized payroll deductions from Providers warrants.

C. Official Representatives

At the beginning of the term of the Agreement, 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.

The Public Authority shall provide a maximum of two hundred forty (240) hours each month paid to Providers at their normal hourly rate, as designated by the Union for the following activities such as, but not limited to: Provider Orientations/In-Person Meetings. These hours are outside of their Consumers' authorized monthly hours.

The Public Authority shall compensate up to fifteen (15) Providers for up to eight (8) hours per day at their regular hourly rate for scheduled bargaining sessions, including caucus before and after the bargaining sessions. Payment will also be made even if the Public Authority cancels a scheduled session with less than three (3) business days' notice.

D. Union Information Display

The Public Authority will provide a space for a bulletin board at each IHSS Office that SEIU Local 2015 may utilize for the purpose of sharing Union Information. The Public Authority shall notify the Union in the event it is unable to provide a bulletin board in order to make other accommodations.

The display shall only be used for the following information from the Union:

1. Scheduled Union meetings, agenda and minutes.
2. Information on Union elections and the results.
3. Information regarding Union social, recreational, and related news bulletins.
4. Information on Membership Benefits.
5. Other Union updates and information.

The display should be in a place that is accessible to Providers.

The content of the information shall not:

1. Incite employees to cause interference with County/Public Authority operations; or

2. Be derogatory, offensive, obscene, controversial, defamatory, of a partisan political nature, or directed at any employee or official in the County or the Public Authority; or

3. Nor shall they pertain to boycotts, or other internal or external work disruptions with regards to County agencies.

All information to be posted must be dated and signed by an authorized representative of SEIU Local 2015 and submitted (electronically, by mail, or by fax) to the Human Resources Employee Relations Division for review and approval prior to posting. Any dispute presented by the Human Resources Employee Relations Division must include the reasons for their dispute pursuant to the language in this section.

E. Payroll

The Public Authority and the Union shall work together in the Labor Management Committee and other forums to identify causes and solutions to the problems that result in late, lost, or inaccurate paychecks. The Public Authority and the Union shall work cooperatively to create solutions by bringing the problem to the attention of the responsible agencies (this may include the State's Payroll Department, for example).

The Public Authority shall work cooperatively with all Providers to provide timely answers to payroll questions and resolutions to problems. The Public Authority shall work diligently to ensure that Providers are paid in a timely manner; and comply with California Welfare and Institutions Code Sections 12304.4 concerning direct deposit of payroll.

WAGES

A. Base Wage

The base wage for all Providers shall be the applicable California or federal minimum wage, as provided by applicable law.

B. Wage Supplement

1. At the time of this Agreement there is an existing Wage Supplement above the Base Wage of two dollars and ten cents ($2.10) per hour.

2. Effective January 1, 2027, subject to and following State approval, the Public Authority will supplement the Base Wage at an additional one dollar and nineteen cents ($1.19) per hour, for a total wage supplement of three dollars and twenty-nine cents ($3.29).

3. Effective December 1, 2027, subject to and following State approval, the Public Authority will supplement the Base Wage at an additional thirty-one cents ($0.31) per hour, for a total wage supplement of three dollars and sixty cents ($3.60).

C. Implementation

The Public Authority will submit the appropriate request to the State to implement the new rate, which includes the Base Wage and the Wage Supplement within five (5) working days

of Union ratification and the Public Authority adoption of this MOU and subsequently with sufficient advance notice of each subsequent change to the Base Wage or wage supplement.

D. Continuation of these wage rates and supplements are 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 Directors each fiscal year thereafter. If during the term of this Agreement the Public Authority receives notification that state or federal participation levels are reduced or the state or federal sharing formula is modified relative to the baseline numbers described in the implementation agreement in a way that would result in an increased cost to the County and/or the Public Authority to maintain the wages described in this Agreement, 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.

E. It is recognized and agreed that this agreement is between the Public Authority, and that San Bernardino County is not a party to the MOU and is under no obligation to increase appropriations.

   Union agrees that it will not legally challenge any appropriation decision of the Board of Directors for the Public Authority.

APPENDIX A – APPROVAL BY BOARD OF DIRECTORS

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.

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

DATED: _____

IN-HOME SUPPORTIVE SERVICES PUBLIC ATHORITY

_____
Leonardo Gonzalez
County Labor Relations Chief

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 2015

_____
Nancy Haro Barrientos
Chief Bargainer

_____
Enrique Camacho

_____
Lesia Louro

_____
Carrie Williams

_____
Henrene Barris

_____
Cindy Chim

Donald Bolda

Eufracia de le Paz

Faith Gamble

Berlinda Phommalayvane

Wendy Whitaker

Kimberly Ballon

Mariangela Marquez

Sheri Perez

Rosa Segura

Saira Torres

Marcus McRae-Alexander
Executive Vice President

RECOMMENDED FOR BOARD OF DIRECTORS APPROVAL:

Luther Snoke
Chief Executive Officer

BOARD OF DIRECTORS

Dawn Rowe, Chair Date

APPENDIX B – ONE-TIME TRAINING AND PERSONAL PROTECTIVE EQUIPMENT (PPE) FUNDS

Effective Fiscal Year 2026-27 the Public Authority shall allocate an additional $30,000 to provide job specific training classes for IHSS Providers.

Effective Fiscal Year 2026-27 the Public Authority shall allocate an additional $3,333 to purchase protective gloves, masks, antibacterial soap, and other protective equipment for Providers for the purpose of delivering IHSS care to consumers.

Effective Fiscal Year 2027-28 the Public Authority shall allocate an additional $30,000 to provide job specific training classes for IHSS Providers.

Effective Fiscal Year 2027-28 the Public Authority shall allocate an additional $3,333 to purchase protective gloves, masks, antibacterial soap, and other protective equipment for Providers for the purpose of delivering IHSS care to consumers.

Effective Fiscal Year 2028-29 the Public Authority shall allocate an additional $30,000 to provide job specific training classes for IHSS Providers.

Effective Fiscal Year 2028-29 the Public Authority shall allocate an additional $3,333 to purchase protective gloves, masks, antibacterial soap, and other protective equipment for Providers for the purpose of delivering IHSS care to consumers.

This Appendix shall remain separate from the Training and Personal Protective Equipment articles within this MOU and shall sunset upon expiration of the 2026-2029 MOU.