

Last, Best and Final Offer
between
San Mateo County IHSS Public Authority
and
Service Employees International Union
(SEIU)

November 12, 2014 3:30 p.m.

Amend Section 3.1 Agency Shop as follows:

- B. All Independent Providers covered by this MOU, except for those excluded as defined in the side letter agreement shall either:
1. Become a member of the Union in good standing; or
 2. Pay to the Union an agency fee in an amount which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and case law (e.g., Hudson v. Chicago Teachers Union, Local No. 1, AFL-CIO) and which shall be less than the monthly dues made during the duration of this MOU; it being understood that
it shall be the sole responsibility of the Union to determine an agency fee which meets the above criteria; or
 3. Do both of the following:
 - a. Present to the Union and Public Authority a written declaration that he/she is a member of a bona fide religion, body, or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
 - b. Pay a sum equal to the agency fee to one of five negotiated non-religious, non-labor, charitable funds that are exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code. **As follows:**

1. Hope Services

2. American Red Cross

3. Achieved Kids

4. Second Harvest Food Bank

5. IHSS Consortium of SSF and SMC

And

Revise Section 3.4 Hold Harmless as follows:

The Union shall indemnify, defend, and ~~save~~ **hold** the Public Authority harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this Article 3, or action taken or not taken by the Public Authority under this Article 3. This includes, but is not limited to, the Public Authority's attorney's fees and costs.

Add a new Section to read:

Section (TBD) Labor Management Committee

A joint committee consisting of representatives from the Union and the Public Authority shall meet on a quarterly basis for the purpose of discussing issues of mutual concern and interest. Each party shall have up to five (5) members. The Union or the Public Authority may add or cancel joint labor-management committee meetings by mutual agreement.

Amend Article 4 as follows:

Section 4.1 List and Information

The Public Authority shall provide the Union on a monthly basis a list of each Independent Provider in the unit represented by the Union. This list will include name, home address, date of hire, telephone number, date of birth, date of termination and hours worked in a designated payroll period. The list shall be provided electronically or on floppy disks in an agreed upon format. The Union shall have the right to mail materials to the home address of Independent Providers. For Independent Providers whose telephone number is also that of a Consumer, the Union agrees that calls will not be made to the Provider when the Consumer is receiving care and also agrees to terminate calls if the Consumer objects to calls to the home phone number.

The Public Authority will include official Union notices in mailings to the bargaining unit from the Public Authority if the Union provides such notices to the Public Authority five (5) working days prior to the mailing date, and if the Union reimburses the mailing costs to the Public Authority in the event that the Union documents increase mailing costs.

The Union shall be allowed use of reasonable space on available bulletin boards within the offices of the Public Authority for communications having to do with official organization business, such as times and places of meetings provided such use does not interfere with the needs of the Public Authority. Union Stewards and Union Representatives shall be allowed to attend and, and will be allowed ~~fifteen~~ **up to twenty** minutes to discuss Union business/share information at Public Authority orientations. The Public Authority shall provide the Union with a monthly schedule of orientations by the 25th of the previous month.

Section 4.4 Stewards

The Union will give the Public Authority a list of all stewards and alternate stewards twice per year. In accordance with the employer-employee relations policy, Section XVI, stewards shall be provided reasonable release time for meetings falling within the scope of representation. Such paid release time shall not exceed a total of three hours in any month and shall not interfere with the provision of services to Consumers. The Union shall submit a written request to the Public Authority for paid release time for a particular steward(s) at least two (2) working days prior to the meeting whenever possible. **Effective November 5, 2014, the Public Authority will pay three (3) Independent Providers to participate in negotiations sessions.**

Amend Section 11.2 as follows:

Section 11.2 – Job Development/Life Enhancement Fund

A Job Development/Life Enhancement Fund shall be established in the amount of \$5,000.00 annually. Any remaining funds (up to a maximum of \$5,000.00) shall be rolled over into the next contract year provided that the total amount in the fund shall not exceed \$15,000. Independent

Providers shall be reimbursed from this fund up to \$300.00 annually to attend programs of education and training, including the cost of course books, ~~(but no other materials)~~ which are directly related to enhance the effectiveness of the Independent Provider's job and/or provide value to the care of the Consumer under the following conditions:

1. The program must be done in an off-duty status;
2. The Independent Provider must both begin and successfully complete the course while employed by a Consumer or while actively on the Registry;
3. The Independent Provider must submit an application on a form provided by the Public Authority to the Public Authority listing the name of the program and the dates of attendance prior to enrolling in the program. This application form must be submitted no less than thirty (30) calendar days prior to the beginning date of the course or program. The Public Authority will review the application and notify the Provider, within ten (10) working days following receipt of the application, of approval or disapproval including reason for disapproval. The Public Authority shall forward to the Union, on a monthly basis, a list of all Job Development Reimbursement Forms received so the parties can monitor the types of training requested;
4. Upon completion of the program, the Independent Provider must submit to the Public Authority a request for reimbursement accompanied by a copy of the school grade report or a certificate of successful completion; and
5. Should the amount dedicated to the Job Development Fund be exhausted in any given year, further applications will not be accepted that year. For purposes of this Section 11.2, a year shall be considered the period of July 1 through June 30.

Amend Article 12 Wages as follows:

Section 12.1

The current hourly wage is \$11.50 per hour, contingent upon the State and Federal governments' agreements to share at that level under the current funding formula. Effective upon ratification, Board Adoption and State approval, the wage shall be increased to \$12.65 per hour. The Public Authority's share of this wage is \$2.15 per hour.

~~If during the term of this Agreement actions are taken by the State and/or Federal government that decrease that government's participation in the wage rate below its participation rate as of June 30, 2010, or if the State Realignment funding formula for IHSS is reduced from the formula in use on June 30, 2010, the Public Authority will continue to pay its current share of \$2.15 per hour to the wage. In addition, the Public Authority will replace any subsequent shortfall in State and/or Federal funding up to a maximum of an additional \$0.51 per hour by increasing its contribution to the wage rate up to a total maximum Public Authority contribution of \$2.66 per hour. In the event that State and/or Federal funding reductions exceed \$0.51 per hour, the hourly wage shall be decreased by that amount of the State and/or Federal funding decrease that is in excess of \$0.51 per hour.~~

Section 12.2 Additional Funding

It is understood that the Union actively and aggressively fights and wins funding for IHSS. Should any extra funding be secured for the IHSS Program, the Union and the Public Authority will meet thirty (30) days after its approval to discuss the funding appropriations.

Amend Article 13 as follows:

Section 13.1 Bus Passes-Transportation

~~As soon as practicable after ratification and adoption of this MOU, IHSS Independent Providers shall be reimbursed for the purchase of SamTrans bus passes, MUNI bus passes, or Caltrain monthly passes under the following conditions:~~

- ~~1. The fund shall be established in the amount of \$30,000. Any remaining funds will roll over into the next contract year;~~
- ~~2. Independent Providers must purchase a monthly pass from SamTrans (currently costing \$48.00), MUNI or Caltrain. The Independent Provider will submit evidence to the Public Authority of purchase in the form of an original or photocopy receipt. Within ten (10) working days after receiving such evidence of purchase, the Public Authority will issue a check to the Independent Provider in the amount of \$38.40;~~
- ~~3. No Independent Provider will be reimbursed for more than one (1) pass in any given month;~~
- ~~4. The reimbursement described in paragraph 2 above will be on a first come, first served basis (based on submission of evidence of purchase) and shall be limited to the first \$2,500.00 reimbursed in any given month. Except as provided in the following paragraphs, once \$2,500.00 is reimbursed in any month, no further applications for reimbursement will be accepted;~~
- ~~5. Should less than \$2,500.00 be reimbursed in any month, the excess funds shall be rolled over into the next month to supplement the monthly rate of \$2,500.00 and into subsequent months within the same contract year. Any remaining funds shall be returned to the Public Authority at the expiration of this MOU; and~~
- ~~6. Should the Public Authority be able to secure a different rate from SamTrans, MUNI or Caltrain for monthly passes, or should the cost for such passes change, the Independent Provider will be reimbursed for 80% of the cost of the SamTrans monthly pass with the same total limit of \$2,500.00 per month as described above and under the same conditions as described in the preceding paragraphs of this Article 13.~~

As soon as feasible after ratification and adoption of this MOU, IHSS Independent Providers shall be provided a "Clipper" transportation card under the following conditions:

1. The first One hundred twenty-five (125) Independent Providers who apply will receive the Clipper card. A wait list will be created.
2. The card will be automatically loaded with a value of \$50 each month.
3. If an Independent Provider becomes inactive the Clipper card will be deactivated and the first person on the wait list will be provided with a Clipper card the following month.
4. If an active Independent Provider does not utilize the Clipper card for a period of three months the card will be deactivated and the first person on the wait list will be provided with a Clipper card the following month.
5. The Public Authority will monitor usage. Should the Clipper card be used inappropriately, the card will be deactivated and the first person on the wait list will be provided with a Clipper card the following month.

Amend Article 17 as follows:

ARTICLE 17. TERM

This agreement and all of its provisions shall become effective upon ratification by the Union membership and adoption by the Public Authority and shall remain in full force and effect until ~~June 30, 2014, and annually thereafter~~ December 31, 2015, unless either party hereto serves notice on the other to amend or terminate the agreement as provided herein.

Date: _____

For the Union: _____

For the PA: _____