

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM
3.20
(ID # 10952)**

MEETING DATE:

Tuesday, October 8, 2019

FROM : HUMAN RESOURCES:

SUBJECT: HUMAN RESOURCES: Approval of the 2019-2022 Memorandum of Understanding with Riverside County In-Home Supportive Services (IHSS) Public Authority and United Domestic Workers Union; All Districts. [\$87,800,000 - Federal 53%, State 30%, County 17%].


RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached 2019-2022 Memorandum of Understanding (MOU) between the Riverside County Public Authority for In-Home Supportive Services (IHSS) and United Domestic Workers (UDW).


ACTION:


Brenda Diederichs, Assistant CEO / Human Resources Director 10/1/2019

MINUTES OF THE BOARD OF SUPERVISORS


On motion of Supervisor Jeffries, seconded by Supervisor Spiegel and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel and Hewitt
Nays: None
Absent: Washington and Perez
Date: October 8, 2019
xc: HR

Kecia R. Harper
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 24,400,000	\$ 37,400,000	\$ 87,800,000	\$0
NET COUNTY COST	\$ 4,000,000	\$ 6,300,000	\$ 14,800,000	\$0
SOURCE OF FUNDS: Federal - 53%, State - 30%, County - 17%			Budget Adjustment:	No
			For Fiscal Year:	19/20 – 21/22

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

United Domestic Workers Union (UDW), who represents the County's In-Home Support Services providers, asked to open negotiations for a new Memorandum of Understanding (MOU) on June 14, 2017. Nine (9) bargaining sessions were held between September 29, 2017 and August 8, 2019, wherein a thirty-six (36) month tentative agreement was reached on August 20, 2019. The agreement was ratified by the represented members on September 23, 2019.

The cost of the agreement does not exceed the parameters given by the Board of Supervisors.

Attachment A contains the MOU which has been tentatively agreed upon by the parties, subject to Board of Supervisors approval and State approval, and contains the following substantive items:

- Term: 36 months from State approval.
- Wages: \$12.00 per hour, or the State or local minimum wage, whichever is highest.
- Wage Supplement:
 - Effective the first day of the month following State approval, the Public Authority will supplement the base wage by \$0.25 (25 cents) per hour.
 - Effective January 1, 2021, the Public Authority will supplement the Base Wage by an additional \$0.25 (25 cents) per hour.
- Health Insurance: Effective the first day of the month following State approval, the Public Authority shall contribute \$0.57 (57 cents) per hour for all compensated hours to a Riverside County Public Authority developed plan. The Union shall be solely responsible for the provision of the health benefits and the administration of the health benefit program.
- Training: Effective upon Board approval, the Public Authority shall make available \$10,000 per fiscal year for training. The Union shall provide detailed supporting documentation to justify the \$10,000 payment.

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STATE OF CALIFORNIA**

Impact on Residents and Businesses

There is no impact on residents and businesses.

Additional Fiscal Information

The MOU will result in a county cost for fiscal year 19/20 through 21/22 (see breakdown below). The cost during the thirty-six (36) month contract is approximately \$87,800,000, in which \$14,800,000 is County cost.

		<u>Federal</u>	<u>State</u>	<u>County</u>
Cost for Fiscal Year 19/20:	\$24,400,000	53.28%	30.33%	16.39%
Cost for Fiscal Year 20/21:	\$37,400,000	52.94%	30.21%	16.84%
Cost for Fiscal Year 21/22:	\$26,000,000	52.69%	30.00%	17.31%

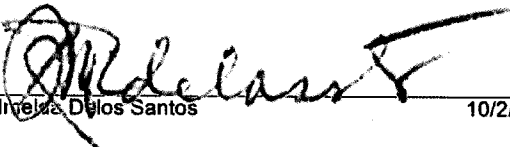
The annual \$10,000 Training fund is reimbursed from State allocation funds.

ATTACHMENTS:

ATTACHMENT A. 2019 – 2022 Memorandum of Understanding between the Riverside County In-Home Support Services Public Authority and the United Domestic Workers Union (Final Version)

ATTACHMENT B. 2019 – 2022 Memorandum of Understanding between the Riverside County In-Home Support Services Public Authority and the United Domestic Workers Union (Track Changes Version)

ATTACHMENT C. Tentative Agreement dated August 20, 2019, between the Riverside County In-Home Support Services Public Authority and the United Domestic Workers Union


Inez D. Santos

10/2/2019


Gregory J. Prietos, Director County Counsel

10/1/2019

Memorandum of Understanding

Between

**Riverside County
In-Home Supportive Services
(IHSS) Public Authority**

And

**United Domestic Workers Union
UDW, AFSCME Local 3930, AFL-CIO**

For the term of

2019 – 2022

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ARTICLE I
PREAMBLE

This Memorandum of Understanding is entered into by the Riverside County In-Home Supportive Services (IHSS) Public Authority (hereinafter referred to as the Riverside County PA) and the United Domestic Workers, AFSCME Local 3930, AFL-CIO (hereinafter referred to as the Union) as a mutual recommendation to the governing body of wages, hours, and other terms and conditions of employment. The parties hereto acknowledge that the relationship between the Riverside County PA and the IHSS Home Care Providers (hereinafter referred to as IHSS Provider(s)) in the bargaining unit is unique in that the IHSS Consumers (hereinafter referred to as Consumer(s)) remain the employer for the purposes of hiring, terminating, training, and supervising the work of any IHSS Provider(s) providing services to them.

Unique Nature of Services:

The Riverside County PA and the Union also recognize and appreciate the unique nature of the services rendered by the IHSS Providers, who provide valued services to IHSS Consumers. The special relationship between the IHSS Providers and Consumers is deserving of the parties' sincere respect and appreciation.

ARTICLE II
RECOGNITION

Pursuant to the provisions of the Employer-Employee Relations Resolution of the Riverside County Public Authority In-Home Support Services (IHSS) and applicable State law, the United Domestic Workers was certified on December 4, 2002, as a result of a secret ballot election, as the recognized representative of Riverside County Public Authority IHSS Providers, as defined in the Riverside County Public Authority IHSS Employer-Employee Relations Resolution. The Riverside County PA IHSS hereby recognizes the United Domestic Workers, AFSCME Local 3930, AFL-CIO as the exclusive representative of the IHSS Providers covered under the provisions of this Memorandum of Understanding.

ARTICLE III
NON-DISCRIMINATION

In receiving the rights afforded by this Agreement, and in accordance with applicable law, no person shall in any way be favored or discriminated against because of race, religion, age, gender, sexual preference, national origin, marital status or disability.

Neither the Riverside County PA nor the Union shall interfere with, intimidate, restrain, coerce or discriminate against any IHSS Provider in his/her choice to participate in or join, or refuse to participate in or join, the Union.

ARTICLE IV
RIVERSIDE COUNTY PUBLIC AUTHORITY
RIGHTS

Unless otherwise specified in this Memorandum of Understanding, the rights of the Riverside County PA include, but are not limited to, the exclusive right to determine the merits, necessity or organization of any service or activity and to determine the methods, means and personnel by which its operations are to be conducted; to determine its mission and that of constituent subsections, committees, and other related work groups, to add or delete the names of IHSS Providers to and from the Riverside County PA Registry subject to the Registry appeal process; and to take all necessary actions to carry out its mission in emergencies.

Section 1. Liability of Riverside County PA:

The Riverside County PA is an independent legal entity, separate and apart from the County of Riverside. The Riverside County PA has no power to bind the County to any contractual or legal obligations. Nor may the obliges of the Riverside County PA seek recourse against the County of Riverside for any financial or legal obligations of the Riverside County PA.

Section 2. Past Practice:

Continuance of working conditions and practices not specifically incorporated into the provisions of this Agreement or authorized by resolution of the Riverside County PA is not guaranteed by this Memorandum of Understanding.

Section 3. Emergency:

Pursuant to Government Code 3504.5, nothing herein shall limit the authority of the Riverside County PA to make necessary changes to carry out its operations during an emergency. The Riverside County PA shall notify the Union of the nature of the emergency and of any necessary changes as soon as possible. "Emergency" is defined as an unforeseen event caused by forces beyond the control of the Riverside County PA involving a reasonable likelihood that harm would be experienced unless immediate action is taken. Emergency action under this Article shall not extend beyond the period of the emergency.

To the extent that any emergency action(s) taken by the County of Riverside or the PA impact workers' terms and conditions of employment within the scope of representation, the Union shall be notified as soon as the emergency has been resolved. In such instances, the Riverside County PA agrees to meet with the Union over the effects of such change once the conditions/circumstances which led to the emergency and created the need for the change have been resolved. The PA agreed to communicate as often and in as much detail as possible with UDW in the event of an emergency.

ARTICLE V
TERM

Term: The term of this Agreement shall be three (3) years from State approval.

Section 1. Successor Agreement.

In the event either party desires to negotiate a successor Memorandum of Understanding, it shall serve on the other, during the period of 150 to 120 days prior to the expiration of this current Memorandum of Understanding, its full and complete proposals together with a request to commence negotiations for such successor Memorandum of Understanding. Negotiations shall begin no later than ninety (90) days prior to the expiration of the current MOU unless otherwise agreed to by the parties. Sections of this Memorandum not addressed by either party in their proposals shall remain in full force and effect upon the implementation of a signed successor Agreement.

ARTICLE VI
PAYROLL

The parties hereto agree that the issue of payroll problems, including but not limited to late, lost, or inaccurate paychecks, may be referred to the Labor-Management Committee provided under the provisions of this Memorandum of Understanding for review and recommendation.

ARTICLE VII
HEALTH INSURANCE

Section 1. Health Insurance:

- A. Effective the first day of the month following State approval, the Riverside County PA shall contribute \$0.57/hr. for all compensated hours to a Riverside County PA developed plan.

See Wage Contingency language in Article 14 Section 3.

- B. Union Healthcare Trust

The Riverside County PA shall have no responsibility for health benefits. The Union shall be solely responsible for the provision of the health benefits and the administration of the health benefit program for IHSS Providers as well as providing communications and notifications to IHSS Providers. The Union shall ensure that benefits meet the requirements of the PPACA, and shall otherwise be responsible for complying with the PPACA.

Should the Union managed health trust become self-funded, the provisions of the Employee Retirement and Income Security Act of 1974 ("ERISA") shall apply.

The Union shall indemnify, defend, and hold harmless the Riverside County PA, the County of Riverside, and their respective governing bodies, officers, agents, and employees against any and all claims, demands, suits, orders, or judgments, or any other forms of liability that arise out of this section or in any way related to the provision, or failure to provide, health benefits to providers. This includes, without limitation, the failure to provide required notices and the failure to comply with the Health Insurance Portability and Accountability Act ("HIPAA").

The Riverside County PA will authorize its share of contributions to the Union Healthcare Trust each month in arrears using the information for the Case Management, Information, and Payrolling System (CMIPSII) regarding hours paid for the prior month. The Riverside County PA shall provide to the Union the Health Benefit funds monthly no later than the 20th of each month. The Union shall deposit all such payments from the Riverside County PA in a separate account, which shall be used for the sole purpose of providing health benefits for Riverside County IHSS Providers.

The Union agrees to maintain and make available to the County of Riverside accurate books and records relative to the subject health benefits and Riverside County PA contributions. The Union shall permit the County of Riverside 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.

C. Union Healthcare Trust Reports

Upon written request of the County of Riverside, the Union shall provide written accountings of all funds received from the Riverside County PA and disbursed from that separate account established pursuant to Article VII – Health Benefits. The written requests may be made quarterly and must be received by the Union no later than thirty (30) days from the end of each quarter for which the PA requests such reports. The Union shall provide all requested reports within thirty (30) days of receipt of the written request.

ARTICLE VIII
CONSUMER RIGHTS AND CONFIDENTIALITY

Section 1. Consumer Rights:

Consumers have the sole and undisputed right to hire and supervise the work of any IHSS Provider and to terminate any IHSS Provider without cause and without notice. Consumers shall retain their right to train and direct services rendered by the IHSS Provider as set forth in the Welfare and Institutions Code. Consumers shall have the

right to determine in advance and under all circumstances who may or may not enter their home.

Section 2. Information Regarding Consumers:

The Union shall neither seek nor receive information from the Riverside County PA regarding the name, address, telephone number, or any other personal information regarding Consumers. Union representatives and IHSS Providers shall maintain strict standards of confidentiality regarding Consumers and shall not disclose personal information pertaining to Consumers obtained from any source unless the disclosure is compelled by the legal process or otherwise required by law. In the event Consumer information is disclosed pursuant to this section, the Consumer and the Riverside County PA shall be immediately notified of such release of disclosure.

The Consumer may voluntarily consent to the limited disclosure of information described herein and such consent may be withdrawn at any time and for any reason.

Section 3. Visits by Union Representatives:

Union representatives shall not conduct union business, including business related to the enforcement of this Agreement, at the homes of Consumers unless the home of the Consumer is also the home of the IHSS Provider. If the home of the Consumer is also the home of the IHSS Provider, no Union business, including business related to the enforcement of this Agreement, shall take place during hours allocated for the provision of authorized services.

ARTICLE IX
TRAINING

All new IHSS Providers may be required to attend a pre-hire briefing which will cover IHSS Providers' obligations under the program.

Prior to acceptance onto the Riverside County PA Registry, IHSS Providers who have successfully completed the registry application process are required to attend a pre-hire briefing which will cover the registry functions and IHSS Providers' obligations.

Consistent with California Welfare and Institutions Code Section 12301.6, the Riverside County PA shall provide for training for IHSS Providers and Consumers of IHSS services. The Riverside County PA will develop and implement a training plan with input from the Union in the Labor-Management Committee. The plan and any curriculum shall also be presented to the IHSS Advisory Committee for their input. Riverside County PA will modify Training Curriculum as appropriate to comply with new department procedures and/or State mandates that impact administration of In-Home Supportive Services (i.e., Coordinated Care Initiative or the PPACA).

The Public Authority and the Union understand the importance of access to training for IHSS providers and is a significant importance to the program. Effective upon Board

approval, the Public Authority shall make available \$10,000 per fiscal year for training. Trainings will consist of, but are not limited to, First Aid CPR, Caregiving Essentials, Blood Borne Pathogens. Training done through the California Independent Provider Training Center (CAIPTC). The union will submit on a monthly basis no later than 30 days after the end of each month in which the provider trainings were provided. All complete invoices submitted in a timely manner shall be processed within forty-five (45) calendar days. Supporting documentation shall include but not limited to agendas and attendance lists signed by the providers who attended the trainings. The Union shall submit the final provider training billings for the fiscal year no later than June 5th of each fiscal year.

ARTICLE X **UNION RIGHTS**

Section 1. Work Access

The Riverside County PA agrees to admit to its administrative office, the authorized Union representative(s) for purposes of adjusting grievances and conducting other legitimate, appropriate Union business related to enforcing and monitoring the Agreement, provided that the Union representative has first contacted an official of the Riverside County PA and secured his/her approval to enter the office. The Union shall notify the Riverside County PA of the names of its authorized representatives and access shall be limited to these persons. The Riverside County PA shall not unreasonably withhold access.

Section 2. Dues Deductions

The Union has the exclusive privilege of dues deduction for all IHSS Providers in the bargaining unit covered by this Agreement. The Union will advise, California Department of Social Services (CDSS) or its designated payroll agent for the IHSS Providers in the bargaining unit covered by this agreement, to deduct all authorized dues, fees and/or assessments as required by the Union. The Public Authority will cooperate with the Union and the State Controller to ensure the timely deduction of said dues, fees and/or assessments and the timely and accurate reporting to the Union of all such payments made pursuant to this Agreement.

Union dues shall be deducted, as authorized by each IHSS Provider, from bargaining unit wages and other earned compensation, including "lump sum" and/or retroactive pay.

Section 3. New Provider Orientations

The Union shall be entitled to attend and make presentations at the beginning, up to thirty (30) minutes at new provider orientations. The Riverside County PA shall provide at least ten days (10) advanced notice to the Union of scheduled new provider orientations. All material presented by the Union shall be in good taste and shall not malign the Riverside County PA or its representatives.

Section 4. Union Indemnification:

UDW will indemnify, defend, and hold harmless the Riverside County PA from any loss, liability, or cause of action arising out of the operation of this Article.

The Riverside County PA, immediately upon receipt of notice of legal action, shall inform UDW of such action, provide UDW with all information, documents, and assistance necessary for UDW's defense or settlement of such action, and fully cooperate with UDW in providing all necessary witnesses, experts and assistance for said defense.

UDW upon its compromise or settlement of such action, shall immediately pay the parties for such action all sums due under such settlement or compromise. UDW, upon final order and judgment of a Court of competent jurisdiction awarding damages to any IHSS Provider covered under the provisions of this Agreement, shall immediately pay to such IHSS Provider all sums owed under such order and judgment.

ARTICLE XI
GRIEVANCE PROCEDURE

Section 1. Pay Status During the Grievance Process:

Participation in the grievance procedure, in any capacity, shall be solely on the Provider's own time, and shall not be treated as within any IHSS Consumer's allocated service hours or as paid time.

Section 2. Discussion of Request or Complaint:

It is the intent of this procedure that grievances be settled at the lowest possible administrative level. Any IHSS Provider who believes that he/she has a justifiable request or complaint shall discuss the request or complaint with the Registry Supervisor within fourteen (14) calendar days of the date on which the circumstances giving rise to the grievance occurred.

Section 3. Grievance Definition:

A "grievance" is the subject of a written request or complaint, which has not been settled as a result of the discussion required by Section 2 initiated by a IHSS Provider, a group of IHSS Providers, or the Union on behalf of a specifically named IHSS Provider or a specifically named group of IHSS Providers, arising out of a dispute concerning the application or interpretation of the specific terms and conditions set forth in this Memorandum of Understanding, Ordinance, rule, regulation, or policy concerning wages, hours, and other terms and conditions of employment. All other matters are excluded from the grievance procedure including, but not limited to:

- A. Matters over which the Riverside County PA has final jurisdiction.

- B. Matters covered by the Riverside County PA Employer-Employee Relations Resolution.
- C. Requests or complaints, the solution of which would require the exercise of legislative power, such as the adoption or amendment of an ordinance, rule, regulation, or policy established by the Riverside County PA's Board of Directors.
- D. Matters concerning providers' rights.
- E. Matters covered under the provisions of Article XI "B" of this Memorandum of Understanding.
- F. Matters concerning any other subjects, unless the subject is covered by the expressed terms of this Agreement that relate specifically to wages, hours, and other terms and conditions of employment.

Section 4. Freedom from Reprisal.

No IHSS Provider shall be subject to coercion for discussing a request or complaint with Riverside County PA Management or for the good faith filing of a grievance petition.

Section 5. Representation Rights.

IHSS Providers covered by the provisions of this Agreement are entitled to representation in the preparation and presentation of a grievance at any step of this grievance procedure.

Section 6. Timeliness.

A grievance shall be deemed untimely and otherwise null and void if it is not filed within fourteen (14) calendar days of the date on which the informal discussion described in Section 2 above occurred.

Section 7. Grievance Procedure Steps.

All grievances shall be processed in the following manner:

All grievances must be set forth in writing on a mutually agreed-upon grievance form supplied by the Riverside County PA citing the alleged violation of the Agreement, and identifying both the specific article and section of the Agreement that the Riverside County PA is alleged to have violated and the specific remedy requested. No grievance petition shall be accepted for processing until the form is complete. Such grievance shall set forth the specific section(s) of the Memorandum of Understanding violated as provided under Section 3 of this Article.

Extension of Time. The time limits set forth below within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the grievant (or the union representative) and the person before whom disposition of the petition is pending.

Step 1: Executive Director:

If the grievance is not settled informally between the provider/grievant and the Registry Supervisor, the grievant may submit the grievance within ten (10) calendar days upon receipt of the decision by the Registry Supervisor to the Executive Director of the Riverside County PA.

If the grievant requests a meeting with the Executive Director, such meeting with the Executive Director or his/her designee shall take place within ten (10) calendar days after receipt of the Step 2 written response by the Riverside County PA, or at a time mutually agreed to by the parties.

The Executive Director or his/her designee shall respond to the grievance within ten (10) calendar days of the receipt of the written grievance or from the date of the meeting with the grievant, whichever is later.

Step 2: Mediation.

If the grievance is not settled at Step 1, the parties may voluntarily agree to use mediation to resolve the issue in dispute. The parties shall request an impartial mediator from the State Mediation and Conciliation Service to meet with the parties to attempt to resolve the grievance within twenty (20) calendar days after the completion of Step 1 or at a time mutually agreed to by the parties. The costs of mediation, if any, shall be shared equally by the parties. It is intended that the Mediator shall only serve as a facilitator to assist the parties in resolving the issue(s) in dispute and that he/she does not have the authority to order a remedy.

Step 3: Advisory Arbitration.

In the event the parties are unable to resolve the issues in dispute during mediation, the grievance may be submitted to advisory arbitration and decision by the Board of Directors.

The Board of the Riverside County PA shall either accept or reject the arbitrator's decision, or accept part of the decision and reject the rest, without further testimony from either party. If the Board rejects all or part of the Arbitrator's decision, the Board shall state the reasons for its rejection. The decision of the Board of the Riverside County PA shall be final. Unless otherwise mutually agreed, proceedings conducted at any step of the grievance procedure shall be private except the proceedings before the Board of Riverside County PA.

No grievance may proceed to advisory arbitration unless and until it has been submitted to Step 1 of this grievance procedure. The request to proceed to arbitration must be filed in writing within fifteen (15) calendar days from the completion of the previous step of this grievance procedure.

- A. After submission of a request for review, the Union and the Riverside County Employee Relations Manager or a designee shall attempt to agree on an arbitrator.
- B. The parties shall maintain a jointly negotiated list of up to eleven (11) arbitrators who shall be selected by the striking method. The only remaining name after the striking process shall serve as the arbitrator. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. The list shall include no fewer than seven (7) or more than eleven (11) names. If the arbitrator chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the arbitrator.
- C. If either party wishes to have a transcript of the arbitration proceedings, the requesting party will be solely responsible for all costs associated with the transcript. If both parties request a transcript, the cost shall be shared equally. The expenses of the arbitrator, if any, shall be shared equally by the parties.
- D. Each party shall make arrangements for and pay expenses of witnesses that are called by such party. Such arrangements shall be made through the Riverside County's Employee Relations Manager, or a designee, at least two (2) working days in advance of the hearing date. When the grievant is self-represented or represented by other than the Exclusive Employee Organization, the employee shall deposit one-half (1/2) of the estimated hearing costs (including transcripts) with the Employee Relations Manager, or a designee, who shall determine the estimate and process grievant's deposit.
- E. Prior to the arbitration hearing, the grievant and the Employee Relations Manager, or a designee, shall meet and attempt to prepare a joint statement of the issues which describes the existing controversy to be heard by the arbitrator. If the parties are unable to agree on a joint statement, each shall prepare a separate statement of issues.
- F. The arbitrator shall render a decision only on those issues within the statement of the issues submitted by the parties. Issues which have not been raised and considered at an earlier step of the grievance procedure shall not be considered by the arbitrator.
- G. If the arbitrator sustains the grievance, a remedy shall be fashioned that does not conflict with the provisions contained in this Memorandum.
- H. Arbitration proceedings shall be conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association, unless the parties

agree that the proceedings may be conducted pursuant to the Expedited Labor Arbitration Rules of the American Arbitration Association.

- I. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. In addition, communications between Riverside County Representatives and Riverside County Management involved in an arbitration, and communications between the union representative and the IHSS Provider who is the subject of an action shall be confidential and not subject to disclosure in a grievance hearing.
- J. Any arbitration expense incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.

Effect of Failure of Timely Action:

Failure of the grievant to file an appeal within the required time period at any step shall constitute an abandonment of the grievance. Failure of the Riverside County to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step.

ARTICLE XII
REMEDIAL ACTIONS & SUPPORT FOR REGISTRY STAFF

It is recognized that one of the primary missions of the Riverside County PA is assuring that there is registry staff available to facilitate the referral of IHSS Providers for Consumers. In recognition of the valuable service registry staff provide, the PA will strive to address and correct identified issues of misconduct or consumer complaints by supporting providers through coaching, counselling and training.

Any suspected offense (policy violation) will be investigated to the degree that is appropriate and necessary.

Notwithstanding the parties recognition that the PA Executive Director retains complete authority to remove a provider from the registry, at his/her own discretion at any time, the PA will use the guidelines illustrated below to address major and minor offenses.

Major offenses will result in immediate removal of a provider from the registry. Minor offenses may be addressed through a supportive process aimed at correcting the Provider's conduct. A list of major and minor offenses will be maintained by parties outside the MOU and serves only to provide examples of the type of offenses that would typically be considered major and minor offenses. It is not an exhaustive or rigid list.

Minor offenses will be addressed through the following progressive process, except that any minor offenses which occurred beyond a three (3) year period shall not be considered:

1st Offense: Registry Supervisor will provide registry staff with coaching, training and feedback.

2nd Offense:

A meeting will be held between the Provider, the Registry Supervisor, and the Supervising Program Specialist for the purpose of assisting the Provider in correcting his/her behavior and/or mediating the issue. If appropriate, the meeting participants may include the Social Worker and/or the Social Services Supervisor. If union participation is requested, the Public Authority shall provide the Union with the Provider contact information and summary of offense being discussed.

3rd Offense:

The Provider shall be issued a Written Warning and a second meeting will be held between the Provider, the Registry Supervisor, and the Supervising Program Specialist for the purpose of assisting the Provider in correcting his/her behavior and/or mediating the issue. If appropriate, the meeting participants may include the Social Worker and/or the Social Services Supervisor, a Union Representative upon provider request. The Provider shall be advised of their rights to having a Union Representative present during the meeting. The Public Authority shall provide the Union the Provider contact information and summary of offense being discussed.

4th Offense:

The Provider shall be issued a Notice of Removal from Registry.

Appeal Process:

Within fifteen (15) business days of receiving the Notice of Removal, the Provider may submit to the Executive Director a written appeal of the decision to remove him/her from the registry.

The Executive Director shall issue his/her written decision to the IHSS Provider within fifteen (15) calendar days from receipt of the appeal. Such decision by the Executive Director shall be final and binding and neither the IHSS Provider nor the Union shall have the right to seek further resolution of the matter through administrative or judicial means including, but not limited to, any grievance procedure or arbitration proceeding.

ARTICLE XIII
ANTI-STRIKE CLAUSE

It is hereby agreed that neither the Union nor the IHSS Providers covered under the provision of this Agreement shall take part in, call for, sanction, foster, or support any strike, work stoppage, slow-down, sick-in or refusal to perform customary duties.

Should a strike, sick-in, picketing, boycott or any other interruption of work occur, the Riverside County PA shall notify the Union of the existence of such activity and the Union will take all reasonable steps to terminate such activity and induce the IHSS Provider to return to work.

This provision shall continue in full force and effect for the term of this Agreement and for a minimum of one (1) year beyond the term of this Agreement.

ARTICLE XIV **WAGES**

Section 1.

The Base Wage for all Providers covered by this Agreement, shall be \$12.00 per hour or the State, Federal or local applicable minimum wage, whichever is highest.

Effective the first day of the month following State approval, the Public Authority will supplement the Base Wage for all IHSS Providers covered by this Agreement by \$.25 (25 cents) per hour. The County share of cost of the Wage Supplement will be added to the Counties Maintenance of Effort (MOE) on a permanent basis but will not be compounded for subsequent increase not locally negotiated.

Effective January 1, 2021, the Public Authority will supplement the base wage for all IHSS Providers covered by this Agreement by an additional \$.25 (25 cents) per hour, making the supplemental wage \$0.50 per hour. The County share of cost of the Wage Supplement will be added to the Counties Maintenance of Effort (MOE) on a permanent basis but will not be compounded for subsequent increase not locally negotiated.

These wages are subject to the conditions outlined in Section 3 of this Article.

Section 2.

The term of this Agreement shall be three (3) years from State approval.

Section 3. Wage Contingency

If, during the term of this Agreement, either State or Federal participation levels are reduced, State caps their funding participation in a Provider Wage lower than wages paid under this Agreement, or either the State or federal sharing formula is modified in any manner that would result in an increased cost to the County to maintain the wage and/or benefit level described in this Agreement, then the County's overall contribution will not increase, rather the IHSS provider wages will be adjusted to reflect the reduced State and/or Federal contribution.

The Riverside County PA shall make every effort to provide to the Union a written description of any adjustments to be made pursuant to this section at least fourteen calendar (14) days prior to the effective date of such adjustments. Upon receipt of a written request from the Union to do so, the Riverside County PA will meet and confer regarding the impact of the above-described loss of funding or funding participation wage cap. In no case will the County, be required to increase its contribution level toward the affected benefit and/or wages, as applicable.

ARTICLE XV
FULL UNDERSTANDING, MODIFICATION AND WAIVER

Section 1.

This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Except as modified herein or as otherwise required by law, existing wages, hours and other terms and conditions of employment set forth in applicable Riverside County PA Ordinances and related resolutions and regulations shall continue in effect.

Section 2.

It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during the full term. It is recognized that during such term, it may be necessary to make changes in rules or procedures affecting the employees in the Unit. Where Management finds it necessary to make such changes, it shall notify the Union of the proposed change prior to its implementation.

Where such changes would significantly affect the working conditions in the unit, where the subject matter of the change is subject to negotiations pursuant to the Meyers-Miliias-Brown Act, and where the Union requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the IHSS Providers represented by the Union.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such changes as soon as practicable. Emergency is defined as an unforeseen circumstance affecting life or property requiring immediate implementation of the change.

Where Management makes any changes in working conditions because of the requirements of Federal or State law, the Riverside County PA shall not be required to renegotiate the matter or manner of compliance with such law where manner of compliance is specified by such law.

Section 3.

Except as specifically provided herein, it is agreed and understood that each party voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations during the term of the Memorandum of Understanding.

Section 4.

Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all the parties hereto and, if required, approved and implemented by the Riverside County PA's Board of Directors.

ARTICLE XVI
SEPARABILITY

It is understood and agreed that this Memorandum of Understanding is subject to all present and future applicable Federal and State laws, regulations, and the provisions of the Riverside County PA's Employer-Employee Relations Resolution and that the provisions hereof shall be effective and implemented only to the extent permitted by such laws and regulations. If any part of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal or State laws or regulations, such part or provision shall be suspended and superseded by such applicable laws and regulations and the remainder of this Memorandum of Understanding shall not be affected thereby and shall remain in full force and effect.

ARTICLE XVII
LABOR-MANAGEMENT COMMITTEE

Section 1.

The Riverside County PA and the Union recognize the importance of maintaining an effective working relationship in order to fulfill the mission of the IHSS program and provide quality, reliable care to all Consumers. Both parties recognize their responsibility to address any program matter that might affect this goal.

Section 2.

The Riverside County PA and the Union shall establish a Labor-Management Relations Committee. The purpose of the Committee shall be to consider and recommend action on matters affecting the relations between the parties, and to recommend measures to improve IHSS Consumer care, IHSS Provider training, and the IHSS program. The parties shall neither engage in negotiations nor agree to any changes that increase Riverside County PA expenditures or affect wages, hours, and other terms and conditions of employment. The committee also shall not consider matters properly the subject of a grievance.

- (a) Each party shall select their own participants for the Committee. However, either party may request the removal of a participant from the other's group if that participant becomes too disruptive to the work of the committee.
- (b) The Committee shall consist of four (4) Union representatives and up to four (4) alternates and four (4) Riverside County PA representatives and up to four

(4) alternates. Alternates may serve only as observers. Recommendations of the committee shall be decided by a showing of consensus and not by a majority vote.

- (c) The Committee chair will be alternate between the two parties. The Chair is responsible for preparing the mutually agreed upon agenda.
- (d) The Committee may meet as frequently as agreed to by the parties, but shall convene no less than quarterly.
- (e) Minutes will be prepared by the Riverside County PA and the Union, with alternating responsibility, within thirty (30) days of each meeting.
- (f) The Riverside County PA and the Union will address each recommended item within a reasonable amount of time or as agreed to by the parties.
- (g) Union Committee members serve on a voluntary basis and will not receive any remuneration from the Riverside County PA for their participation on the Committee.

The parties hereto agree that, as a condition of agreement, designated committee members from both the Riverside County PA and the Union shall attend joint training sessions provided by the Federal Mediation and Conciliation Service (FMCS) regarding joint labor-management committee rules/procedures prior to the initial meeting.

SIGNATURE PAGE

This MOU entered into and signed this [] day of [] 2019.

FOR THE UDW, AFSCME Local 3930:

FOR THE IN-HOME SUPPORTIVE SERVICES OF RIVERSIDE COUNTY:

Matthew A. Maldonado,
UDW Chief Negotiator

Sarah Franco, Asst. HR Director
County Chief Negotiator

Yvette Elam
UDW Field Representative

Eva Krottmayer, Executive Director
Riverside County IHSS Public Authority

_____, IHSS Provider
Bargaining Team Member

Tammi Turner, Empl & Labor Relations Mgr.
Human Resources Department

_____, IHSS Provider
Bargaining Team Member

Gergis Kirnalious, Fiscal Manager
Department of Public Social Services

_____, IHSS Provider
Bargaining Team Member

Dennis Kabuye, Principal Accountant
Department of Public Social Services

_____, IHSS Provider
Bargaining Team Member

Kathy Byrd, HR Business Partner
Human Resources Department

_____, IHSS Provider
Bargaining Team Member

_____, IHSS Provider
Bargaining Team Member

_____, IHSS Provider
Bargaining Team Member

_____, IHSS Provider
Bargaining Team Member

Memorandum of Understanding

Between

**Riverside County
In-Home Supportive Services
(IHSS) Public Authority**

And

**United Domestic Workers Union
UDW, AFSCME Local 3930, AFL-CIO**

For the term of

**December 31, 2012 Month, Day, 2019 –
June 30, 2015 Month, Day, 2022**

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ARTICLE I
PREAMBLE

This Memorandum of Understanding is entered into by the Riverside County In-Home Supportive Services (IHSS) Public Authority (hereinafter referred to as the Riverside County PA) and the United Domestic Workers, AFSCME Local 3930, AFL-CIO (hereinafter referred to as the Union) as a mutual recommendation to the governing body of wages, hours, and other terms and conditions of employment. The parties hereto acknowledge that the relationship between the Riverside County PA and the IHSS Home Care Providers (hereinafter referred to as IHSS Provider(s)) in the bargaining unit is unique in that the IHSS Consumers (hereinafter referred to as Consumer(s)) remain the employer for the purposes of hiring, terminating, training, and supervising the work of any IHSS Provider(s) providing services to them.

Unique Nature of Services:

The Riverside County PA and the Union also recognize and appreciate the unique nature of the services rendered by the IHSS Providers, who provide valued services to IHSS Consumers. The special relationship between the IHSS Providers and Consumers is deserving of the parties' sincere respect and appreciation.

ARTICLE II
RECOGNITION

Pursuant to the provisions of the Employer-Employee Relations Resolution of the Riverside County Public Authority In-Home Support Services (IHSS) and applicable State law, the United Domestic Workers was certified on December 4, 2002, as a result of a secret ballot election, as the recognized representative of Riverside County Public Authority IHSS Providers, as defined in the Riverside County Public Authority IHSS Employer-Employee Relations Resolution. The Riverside County PA IHSS hereby recognizes the United Domestic Workers, AFSCME Local 3930, AFL-CIO as the exclusive representative of the IHSS Providers covered under the provisions of this Memorandum of Understanding.

ARTICLE III
NON-DISCRIMINATION

In receiving the rights afforded by this Agreement, and in accordance with applicable law, no person shall in any way be favored or discriminated against because of race, religion, age, gender, sexual preference, national origin, marital status or disability.

Neither the Riverside County PA nor the Union shall interfere with, intimidate, restrain, coerce or discriminate against any IHSS Provider in his/her choice to participate in or join, or refuse to participate in or join, the Union.

ARTICLE IV
RIVERSIDE COUNTY PUBLIC AUTHORITY
RIGHTS

Unless otherwise specified in this Memorandum of Understanding, the rights of the Riverside County PA include, but are not limited to, the exclusive right to determine the merits, necessity or organization of any service or activity and to determine the methods, means and personnel by which its operations are to be conducted; to determine its mission and that of constituent subsections, committees, and other related work groups, to add or delete the names of IHSS Providers to and from the Riverside County PA Registry subject to the Registry appeal process; and to take all necessary actions to carry out its mission in emergencies.

Section 1. Liability of Riverside County PA:

The Riverside County PA is an independent legal entity, separate and apart from the County of Riverside. The Riverside County PA has no power to bind the County to any contractual or legal obligations. Nor may the obliges of the Riverside County PA seek recourse against the County of Riverside for any financial or legal obligations of the Riverside County PA.

Section 2. Past Practice:

Continuance of working conditions and practices not specifically incorporated into the provisions of this Agreement or authorized by resolution of the Riverside County PA is not guaranteed by this Memorandum of Understanding.

Section 3. Emergency:

Pursuant to Government Code 3504.5, Nothing herein shall limit the authority of the Riverside County PA to make necessary changes to carry out its operations during an emergency. The Riverside County PA shall notify the Union of the nature of the emergency and of any necessary changes as soon as possible. "Emergency" is defined as an unforeseen event caused by forces beyond the control of the Riverside County PA involving a reasonable likelihood that harm would be experienced unless immediate action is taken. Emergency action under this Article shall not extend beyond the period of the emergency.

To the extent that any emergency action(s) taken by the County of Riverside or the PA impact workers' terms and conditions of employment within the scope of representation, the Union shall be notified as soon as the emergency has been resolved. In such instances, the event an emergency action taken by the Riverside County PA alters a specific term and/or condition of this Agreement, the Riverside County PA agrees to meet with the Union over the effects of such change once the conditions/circumstances which led to the emergency and created the need for the change have been resolved. The PA agreed to communicate as often and in as much detail as possible with UDW in the event of an emergency.

ARTICLE V
TERM

Term: The term of this Agreement shall be ~~December 31, 2012 through June 30, 2015~~ three (3) years from State approval.

Section 1. Successor Agreement.

In the event either party desires to negotiate a successor Memorandum of Understanding, it shall serve on the other, during the period of 150 to 120 days prior to the expiration of this current Memorandum of Understanding, its full and complete proposals together with a request to commence negotiations for such successor Memorandum of Understanding. Negotiations shall begin no later than ninety (90) days prior to the expiration of the current MOU unless otherwise agreed to by the parties. Sections of this Memorandum not addressed by either party in their proposals shall remain in full force and effect upon the implementation of a signed successor Agreement.

ARTICLE VI
PAYROLL

The parties hereto agree that the issue of payroll problems, including but not limited to late, lost, or inaccurate paychecks, shall ~~may~~ be referred to the Labor-Management Committee provided under the provisions of this Memorandum of Understanding for review and recommendation. ~~The parties hereto agree that payroll is not a function of the Public Authority. Therefore, the Public Authority cannot directly resolve payroll related issues.~~

ARTICLE VII
HEALTH INSURANCE

Section 1. Health Insurance:

- A. ~~Effective the first day of the month following State approval, The Riverside County PA shall contribute \$0.6057/hr. for all compensated hours not to exceed the pro-rated equivalent (as specified below) to a Riverside County PA developed plan.~~

~~The annual aggregate net County cost for the term of this MOU is \$1.9 million.~~

See Wage Contingency language in Article 14 Section 3.

~~In the event that health care reform at the State and/or federal level (including, without limitation, the Patient Protection and the Affordable Care Act "PPACA") expands healthcare options for IHSS Providers such that part or all of the current benefits provided by this agreement are rendered unnecessary, upon request of~~

~~either party, the parties will meet to discuss during the timeframe of April 1 through May 30, 2014, how to re-allocate any excess health care funds to wages and/or benefits.~~

B. Union Healthcare Trust

The Riverside County PA shall have no responsibility for health benefits. The Union shall be solely responsible for the provision of the health benefits and the administration of the health benefit program for IHSS Providers as well as providing communications and notifications to IHSS Providers. The Union shall ensure that benefits meet the requirements of the PPACA, and shall otherwise be responsible for complying with the PPACA.

Should the Union managed health trust become self-funded, the provisions of the Employee Retirement and Income Security Act of 1974 ("ERISA") shall apply.

The Union shall indemnify, defend, and hold harmless the Riverside County PA, the County of Riverside, and their respective governing bodies, officers, agents, and employees against any and all claims, demands, suits, orders, or judgments, or any other forms of liability that arise out of this section or in any way related to the provision, or failure to provide, health benefits to providers. This includes, without limitation, the failure to provide required notices and the failure to comply with the Health Insurance Portability and Accountability Act ("HIPAA").

The Riverside County PA will authorize its share of contributions to the Union Healthcare Trust each month in arrears using the information for the Case Management, Information, and Payrolling System (CMIPSII) regarding hours paid for the prior month. The Riverside County PA shall provide to the Union the Health Benefit funds monthly no later than the 20th of each month. The Union shall deposit all such payments from the Riverside County PA in a separate account, which shall be used for the sole purpose of providing health benefits for Riverside County IHSS Providers.

The Union agrees to maintain and make available to the County of Riverside accurate books and records relative to the subject health benefits and Riverside County PA contributions. The Union shall permit the County of Riverside 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.

~~The Union and the Riverside County PA acknowledge that some current members are now, or recently were, enrolled in the health plan currently offered by the Riverside County PA to its IHSS Providers, and some of the current members have not made their required premium payments for that coverage. Riverside County PA will continue to invoice and collect these overdue and~~

~~unpaid premiums from current members for up to three (3) months after full transition to the Union Healthcare Trust.~~

C. Union Healthcare Trust Reports

Upon written request of the County of Riverside, the Union shall provide written accountings of all funds received from the Riverside County PA and disbursed from that separate account established pursuant to Article VII – Health Benefits. The written requests may be made quarterly and must be received by the Union no later than thirty (30) days from the end of each quarter for which the PA requests such reports. The Union shall provide all requested reports within thirty (30) days of receipt of the written request.

~~D. Transition of Benefits to Union Healthcare Trust~~

~~Prior to Board of Supervisors approval of this MOU, the Union Health Care Trust shall provide the Riverside County PA with:~~

- ~~• a plan to notify and transition existing health care members to the new health and dental benefits under the Trust;~~
- ~~• the health plan eligibility criteria.~~

ARTICLE VIII
CONSUMER RIGHTS AND CONFIDENTIALITY

Section 1. Consumer Rights:

Consumers have the sole and undisputed right to hire and supervise the work of any IHSS Provider and to terminate any IHSS Provider without cause and without notice. Consumers shall retain their right to train and direct services rendered by the IHSS Provider as set forth in the Welfare and Institutions Code. Consumers shall have the right to determine in advance and under all circumstances who may or may not enter their home.

Section 2. Information Regarding Consumers:

The Union shall neither seek nor receive information from the Riverside County PA regarding the name, address, telephone number, or any other personal information regarding Consumers. Union representatives and IHSS Providers shall maintain strict standards of confidentiality regarding Consumers and shall not disclose personal information pertaining to Consumers obtained from any source unless the disclosure is compelled by the legal process or otherwise required by law. In the event Consumer information is disclosed pursuant to this section, the Consumer and the Riverside County PA shall be immediately notified of such release of disclosure.

The Consumer may voluntarily consent to the limited disclosure of information described herein and such consent may be withdrawn at any time and for any reason.

Section 3. Visits by Union Representatives:

Union representatives shall not conduct union business, including business related to the enforcement of this Agreement, at the homes of Consumers unless the home of the Consumer is also the home of the IHSS Provider. If the home of the Consumer is also the home of the IHSS Provider, no Union business, including business related to the enforcement of this Agreement, shall take place during hours allocated for the provision of authorized services.

ARTICLE IX
TRAINING

All new IHSS ~~IHSS~~ Providers may be required to attend a pre-hire briefing which will cover IHSS Providers' obligations under the program.

Prior to acceptance onto the Riverside County PA Registry, IHSS Providers who have successfully completed the registry application process are required to attend a pre-hire briefing which will cover the registry functions and IHSS Providers' obligations.

Consistent with California Welfare and Institutions Code Section 12301.6, the Riverside County PA shall provide for training for IHSS Providers and Consumers of IHSS services. The Riverside County PA will develop and implement a training plan with input from the Union in the Labor-Management Committee. The plan and any curriculum shall also be presented to the IHSS Advisory Committee for their input. Riverside County PA will modify Training Curriculum as appropriate to comply with new department procedures and/or State mandates that impact administration of In-Home Supportive Services (i.e., Coordinated Care Initiative or the PPACA).

The Public Authority and the Union understand the importance of access to training for IHSS providers and is a significant importance to the program. Effective upon Board approval, the Public Authority shall make available \$10,000 per fiscal year for training. Trainings will consist of, but are not limited to, First Aid CPR, Caregiving Essentials, Blood Borne Pathogens. Training done through the California Independent Provider Training Center (CAIPTC). The union will submit on a monthly basis no later than 30 days after the end of each month in which the provider trainings were provided. All complete invoices submitted in a timely manner shall be processed within forty-five (45) calendar days. Supporting documentation shall include but not limited to agendas and attendance lists signed by the providers who attended the trainings. The Union shall submit the final provider training billings for the fiscal year no later than June 5th of each fiscal year.

ARTICLE X
UNION RIGHTS

Section 1. Work Access

The Riverside County PA agrees to admit to its administrative office, the authorized Union representative(s) for purposes of adjusting grievances and conducting other legitimate, appropriate Union business related to enforcing and monitoring the Agreement, provided that the Union representative has first contacted an official of the Riverside County PA and secured his/her approval to enter the office. The Union shall notify the Riverside County PA of the names of its authorized representatives and access shall be limited to these persons. The Riverside County PA shall not unreasonably withhold access.

Section 2. Dues Deductions

The Union has the exclusive privilege of dues deduction for all IHSS Providers in the bargaining unit covered by this Agreement. The Union will advise, ~~the State Controller California Department of Social Services (CDSS) or its designated,~~ as the payroll agent for the IHSS Providers in the bargaining unit covered by this agreement, to deduct all authorized dues, fees and/or assessments ~~as voluntarily requested by bargaining unit members required by the Union.~~ The Public Authority will assist and cooperate with the Union and the State Controller to ensure the timely deduction of said dues, fees and/or assessments and the timely and accurate reporting to the Union of all such payments made pursuant to this Agreement.

Union dues shall be deducted, as authorized by each IHSS Provider, from bargaining unit wages and other earned compensation, including "lump sum" and/or retroactive pay.

Section 3. New Provider Orientations

The Union shall be entitled to attend and make presentations at the beginning, up to thirty (30) minutes at new provider orientations. The Riverside County PA shall provide ~~reasonable~~ at least ten days (10) advanced notice to the Union of scheduled new provider orientations. ~~The Riverside County PA shall provide an opportunity for Union representatives to make presentations at such gatherings. All material presented by the Union shall be in good taste and shall not malign the Riverside County PA or its representatives.~~

Section 4. Union Indemnification:

UDW will indemnify, defend, and hold harmless the Riverside County PA from any loss, liability, or cause of action arising out of the operation of this Article.

The Riverside County PA, immediately upon receipt of notice of legal action, shall inform UDW of such action, provide UDW with all information, documents, and assistance necessary for UDW's defense or settlement of such action, and fully

Commented [TT1]: This section was moved from Article 15, Section 6.

cooperate with UDW in providing all necessary witnesses, experts and assistance for said defense.

UDW upon its compromise or settlement of such action, shall immediately pay the parties for such action all sums due under such settlement or compromise. UDW, upon final order and judgment of a Court of competent jurisdiction awarding damages to any IHSS Provider covered under the provisions of this Agreement, shall immediately pay to such IHSS Provider all sums owed under such order and judgment.

ARTICLE XI **GRIEVANCE PROCEDURE**

Section 1. Pay Status During the Grievance Process:

Participation in the grievance procedure, in any capacity, shall be solely on the Provider's own time, and shall not be treated as within any IHSS Consumer's allocated service hours or as paid time.

Section 2. Discussion of Request or Complaint:

It is the intent of this procedure that grievances be settled at the lowest possible administrative level. Any IHSS Provider who believes that he/she has a justifiable request or complaint shall discuss the request or complaint with the Registry Supervisor within fourteen (14) calendar days of the date on which the circumstances giving rise to the grievance occurred.

Section 3. Grievance Definition:

A "grievance" is the subject of a written request or complaint, which has not been settled as a result of the discussion required by Section 2 initiated by a IHSS Provider, a group of IHSS Providers, or the Union on behalf of a specifically named IHSS Provider or a specifically named group of IHSS Providers, arising out of a dispute concerning the application or interpretation of the specific terms and conditions set forth in this Memorandum of Understanding, Ordinance, rule, regulation, or policy concerning wages, hours, and other terms and conditions of employment. All other matters are excluded from the grievance procedure including, but not limited to:

- A. Matters over which the Riverside County PA has final jurisdiction.
- B. Matters covered by the Riverside County PA Employer-Employee Relations Resolution.
- C. Requests or complaints, the solution of which would require the exercise of legislative power, such as the adoption or amendment of an ordinance, rule, regulation, or policy established by the Riverside County PA's Board of Directors.
- D. Matters concerning providers' rights.

E. Matters covered under the provisions of Article XI "B" of this Memorandum of Understanding.

F. Matters concerning any other subjects, unless the subject is covered by the expressed terms of this Agreement that relate specifically to wages, hours, and other terms and conditions of employment.

Section 4. Freedom from Reprisal.

No IHSS Provider shall be subject to coercion for discussing a request or complaint with Riverside County PA Management or for the good faith filing of a grievance petition.

Section 5. Representation Rights.

IHSS Providers covered by the provisions of this Agreement are entitled to representation in the preparation and presentation of a grievance at any step of this grievance procedure.

Section 6. Timeliness.

A grievance shall be deemed untimely and otherwise null and void if it is not filed within fourteen (14) calendar days of the date on which the informal discussion described in Section 2 above occurred.

Section 7. Grievance Procedure Steps.

All grievances shall be processed in the following manner:

All grievances must be set forth in writing on a mutually agreed-upon grievance form supplied by the Riverside County PA citing the alleged violation of the Agreement, and identifying both the specific article and section of the Agreement that the Riverside County PA is alleged to have violated and the specific remedy requested. No grievance petition shall be accepted for processing until the form is complete. Such grievance shall set forth the specific section(s) of the Memorandum of Understanding violated as provided under Section 3 of this Article.

Extension of Time. The time limits set forth below within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the grievant (or the union representative) and the person before whom disposition of the petition is pending.

Step 1: Executive Director:

If the grievance is not settled informally between the provider/grievant and the Registry Supervisor, the grievant may submit the grievance within ten (10) calendar days upon

receipt of the decision by the Registry Supervisor to the Executive Director of the Riverside County PA.

If the grievant requests a meeting with the Executive Director, such meeting with the Executive Director or his/her designee shall take place within ten (10) calendar days after receipt of the Step 2 written response by the Riverside County PA, or at a time mutually agreed to by the parties.

The Executive Director or his/her designee shall respond to the grievance within ten (10) calendar days of the receipt of the written grievance or from the date of the meeting with the grievant, whichever is later.

Step 2: Mediation.

If the grievance is not settled at Step 1, the parties may voluntarily agree to use mediation to resolve the issue in dispute. The parties shall request an impartial mediator from the State Mediation and Conciliation Service to meet with the parties to attempt to resolve the grievance within twenty (20) calendar days after the completion of Step 1 or at a time mutually agreed to by the parties. The costs of mediation, if any, shall be shared equally by the parties. It is intended that the Mediator shall only serve as a facilitator to assist the parties in resolving the issue(s) in dispute and that he/she does not have the authority to order a remedy.

Step 3: Advisory Arbitration.

In the event the parties are unable to resolve the issues in dispute during mediation, the grievance may be submitted to advisory arbitration and decision by the Board of Directors.

The Board of the Riverside County PA shall either accept or reject the arbitrator's decision, or accept part of the decision and reject the rest, without further testimony from either party. If the Board rejects all or part of the Arbitrator's decision, the Board shall state the reasons for its rejection. The decision of the Board of the Riverside County PA shall be final. Unless otherwise mutually agreed, proceedings conducted at any step of the grievance procedure shall be private except the proceedings before the Board of Riverside County PA.

No grievance may proceed to advisory arbitration unless and until it has been submitted to Step 1 of this grievance procedure. The request to proceed to arbitration must be filed in writing within fifteen (15) calendar days from the completion of the previous step of this grievance procedure.

- A. After submission of a request for review, the Union and the Riverside County Employee Relations Manager or a designee shall attempt to agree on an arbitrator.

- B. The parties shall maintain a jointly negotiated list of up to eleven (11) arbitrators who shall be selected by the striking method. The only remaining name after the striking process shall serve as the arbitrator. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. The list shall include no fewer than seven (7) or more than eleven (11) names. If the arbitrator chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the arbitrator.
- C. If either party wishes to have a transcript of the arbitration proceedings, the requesting party will be solely responsible for all costs associated with the transcript. If both parties request a transcript, the cost shall be shared equally. The expenses of the arbitrator, if any, shall be shared equally by the parties.
- D. Each party shall make arrangements for and pay expenses of witnesses that are called by such party. Such arrangements shall be made through the Riverside County's Employee Relations Manager, or a designee, at least two (2) working days in advance of the hearing date. When the grievant is self-represented or represented by other than the Exclusive Employee Organization, the employee shall deposit one-half (1/2) of the estimated hearing costs (including transcripts) with the Employee Relations Manager, or a designee, who shall determine the estimate and process grievant's deposit.
- E. Prior to the arbitration hearing, the grievant and the Employee Relations Manager, or a designee, shall meet and attempt to prepare a joint statement of the issues which describes the existing controversy to be heard by the arbitrator. If the parties are unable to agree on a joint statement, each shall prepare a separate statement of issues.
- F. The arbitrator shall render a decision only on those issues within the statement of the issues submitted by the parties. Issues which have not been raised and considered at an earlier step of the grievance procedure shall not be considered by the arbitrator.
- G. If the arbitrator sustains the grievance, a remedy shall be fashioned that does not conflict with the provisions contained in this Memorandum.
- H. Arbitration proceedings shall be conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association, unless the parties agree that the proceedings may be conducted pursuant to the Expedited Labor Arbitration Rules of the American Arbitration Association.
- I. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. In addition, communications between Riverside County Representatives and Riverside County Management involved in an arbitration, and communications between the union representative and the IHSS Provider who is the subject of an action shall be confidential and not subject to disclosure in a grievance hearing.

- J. Any arbitration expense incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.

Effect of Failure of Timely Action:

Failure of the grievant to file an appeal within the required time period at any step shall constitute an abandonment of the grievance. Failure of the Riverside County to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step.

ARTICLE XII
REMEDIAL ACTIONS & SUPPORT FOR REGISTRY STAFF

It is recognized that one of the primary missions of the Riverside County PA is assuring that there is a registry staff available to facilitate the referral of IHSS Providers for Consumers. In recognition of the valuable service registry staff provide, the PA will strive to address and correct identified issues of misconduct or consumer complaints by supporting providers through coaching, counselling and training. Subject to the appeal process described in below, the Riverside County PA retains the exclusive right to list, refer, suspend, or remove with or without comment an individual IHSS Provider from the Registry.

Any suspected offense (policy violation) will be investigated to the degree that is appropriate and necessary.

Notwithstanding the parties recognition that the PA Executive Director retains complete authority to remove a provider from the registry, at his/her own discretion at any time, the PA will use the guidelines illustrated below to address major and minor offenses.

Major offenses will result in immediate removal of a provider from the registry. Minor offenses may be addressed through a supportive process aimed at correcting the Provider's conduct. A list of major and minor offenses will be maintained by parties outside the MOU and serves only to provide examples of the type of offenses that would typically be considered major and minor offenses. It is not an exhaustive or rigid list.

Minor offenses will be addressed through the following progressive process, except that any minor offenses which occurred beyond a three (3) year period shall not be considered:

1st Offense: Registry Supervisor will provide registry staff with coaching, training and feedback.

2nd Offense: A meeting will be held between the Provider, the Registry Supervisor, and the Supervising Program Specialist for the purpose of assisting the Provider in correcting his/her behavior and/or mediating the issue. If appropriate, the meeting participants may include the Social Worker and/or the Social Services Supervisor. If

union participation is requested, the Public Authority shall provide the Union with the Provider contact information and summary of offense being discussed.

3rd Offense: The Provider shall be issued a Written Warning and a second meeting will be held between the Provider, the Registry Supervisor, and the Supervising Program Specialist for the purpose of assisting the Provider in correcting his/her behavior and/or mediating the issue. If appropriate, the meeting participants may include the Social Worker and/or the Social Services Supervisor, a Union Representative upon provider request. The Provider shall be advised of their rights to having a Union Representative present during the meeting. The Public Authority shall provide the Union the Provider contact information and summary of offense being discussed.

4th Offense: The Provider shall be issued a Notice of Removal from Registry.

Appeal Process:

Within fifteen (15) business days of receiving the Notice of Removal, the Provider may submit to the Executive Director a written appeal of the decision to remove him/her from the registry.

The IHSS Provider will receive written notice from the Riverside County PA upon a decision to suspend or remove him/her from the registry. A copy of the written notice will be sent to the Union. The Union or the IHSS Provider may file a written appeal for such suspension or removal from the registry to the Registry Supervisor of the Riverside County PA within ten (10) calendar days after receipt of the notice of the Registry Supervisor decision.

The appeal process is only applicable to IHSS Providers on the IHSS Registry. Those Individuals who are not on the registry are not eligible to utilize the appeal process provided herein:

Step 1. The Registry Supervisor, if he/she deems it's necessary, may schedule a meeting with the IHSS Provider within ten (10) calendar days after receipt of the written appeal. If requested by the IHSS Provider, a Union representative may be present during such meeting.

Step 2. If the Registry Supervisor's decision is not satisfactory to the IHSS Provider, he/she may appeal it to the Executive Director of the Riverside County PA. Such appeal must be in writing and must be received by the Executive Director within ten (10) calendar days after the Registry Supervisor's Step (1) decision and response.

The Executive Director shall issue his/her written decision to the IHSS Provider and a copy to the Union within fifteen (15) calendar days from receipt of the appeal. Such

decision by the Executive Director shall be final and binding and neither the IHSS Provider nor the Union shall have the right to seek further resolution of the matter through administrative or judicial means including, but not limited to, any grievance procedure or arbitration proceeding.

ARTICLE XIII **ANTI-STRIKE CLAUSE**

It is hereby agreed that neither the Union nor the IHSS Providers covered under the provision of this Agreement shall take part in, call for, sanction, foster, or support any strike, work stoppage, slow-down, sick-in or refusal to perform customary duties.

Should a strike, sick-in, picketing, boycott or any other interruption of work occur, the Riverside County PA shall notify the Union of the existence of such activity and the Union will take all reasonable steps to terminate such activity and induce the IHSS Provider to return to work.

This provision shall continue in full force and effect for the term of this Agreement and for a minimum of one (1) year beyond the term of this Agreement.

ARTICLE XIV **WAGES**

Section 1.

The Base Wage for all Providers covered by this Agreement, shall be \$12.00 per hour or the State, Federal or local applicable minimum wage, whichever is highest.

Effective January 1, 2010 the first day of the month following State approval, the Public Authority will supplement the Base wWages for all IHSS Providers covered by this Agreement shall be increased by \$.7525 (25 cents) to \$11.50 per hour. The County share of cost of the Wage Supplement will be added to the Counties Maintenance of Effort (MOE) on a permanent basis but will not be compounded for subsequent increase not locally negotiated.

Effective January 1, 2021, the Public Authority will supplement the base wage for all IHSS Providers covered by this Agreement by an additional \$.25 (25 cents) per hour, making the supplemental wage \$0.50 per hour. The County share of cost of the Wage Supplement will be added to the Counties Maintenance of Effort (MOE) on a permanent basis but will not be compounded for subsequent increase not locally negotiated.

These wages are subject to the conditions outlined in Section 3 of this Article.

Section 2.

The term of this Agreement shall be ~~December 31, 2012 through June 30, 2015~~ three (3) years from State approval.

Section 3. Wage Contingency

If, during the term of this Agreement, either State or Federal participation levels are reduced, State caps their funding participation in a Provider Wage lower than wages paid under this Agreement, or either the State or federal sharing formula is modified in any manner that would result in an increased cost to the County to maintain the wage and/or benefit level described in this Agreement, then the County's overall contribution will not increase, rather the IHSS provider wages will be adjusted to reflect the reduced State and/or Federal contribution.

The Riverside County PA shall make every effort to provide to the Union a written description of any adjustments to be made pursuant to this section at least fourteen calendar (14) days prior to the effective date of such adjustments. Upon receipt of a written request from the Union to do so, the Riverside County PA will meet and confer regarding the impact of the above-described loss of funding or funding participation wage cap. In no case will the County, be required to increase its contribution level toward the affected benefit and/or wages, as applicable.

ARTICLE XV AGENCY SHOP

Section 1. IHSS Provider Obligation

~~IHSS Providers must either become and remain members of the Union and pay Union dues, or pay an agency fee to the Union in an amount that does not exceed that which may be lawfully collected. Such dues or fees shall be deducted from the IHSS Provider's paycheck on a monthly basis starting the first day of the month following completion of sixty (60) days (thirty (30) days if feasible) of employment, subject to the limitations and practices of the State Controller's payroll system. This provision shall become effective the first day of the month following sixty (60) days (thirty (30) days if feasible) after certification.~~

Section 2. Employee's Right of Conscientious Objection:

~~A IHSS Provider who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. The IHSS Provider must present a written declaration to the Union and the Riverside County PA that he/she qualifies for this exemption. The IHSS Provider shall be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to the dues, initiation fees, or agency shop fees to a non-religious, non-labor charitable fund exempt from taxation under Section 501 c. 3. of the Internal Revenue Code, chosen by the employee from a list of funds designated in this MOU.~~

~~Section 3. Designation of Nonreligious, Non-labor Charitable Funds:~~

~~IHSS Providers covered in in Section 2 above, may designate a non-religious, non-labor charitable fund to which his/her applicable payments will be paid from one of the following charities:~~

- ~~1. Alzheimer's Association~~
- ~~2. Community Action Partnership~~
- ~~3. The Center for Community Action and Environmental Justice~~

~~Section 4. Sufficiency of Employee's Earnings:~~

~~The IHSS Provider's earnings must be sufficient after required Federal and State deductions are made to cover the amount of dues or agency shop fees subject to the following limitations:~~

- ~~a) When an IHSS Provider is in a non-pay status for a full period, no dues payment or agency shop fee will be withheld or due for that pay period.~~
- ~~b) All required Federal and State deductions or other legal deductions shall have priority over Union dues and agency shop fees.~~

~~Section 5.~~

~~The Riverside County PA shall not deduct monies specifically earmarked for a Political Action Committee or other political activities unless such deduction is affirmatively, separately and specifically authorized in writing by the unit member.~~

~~Section 6. Union Indemnification:~~

~~UDW will indemnify, defend, and hold harmless the Riverside County PA from any loss, liability, or cause of action arising out of the operation of this Article.~~

~~The Riverside County PA, immediately upon receipt of notice of legal action, shall inform UDW of such action, provide UDW with all information, documents, and assistance necessary for UDW's defense or settlement of such action, and fully cooperate with UDW in providing all necessary witnesses, experts and assistance for said defense.~~

~~UDW upon its compromise or settlement of such action, shall immediately pay the parties for such action all sums due under such settlement or compromise. UDW, upon final order and judgment of a Court of competent jurisdiction awarding damages to any IHSS Provider covered under the provisions of this Agreement, shall immediately pay to such IHSS Provider all sums owed under such order and judgment.~~

Commented [TT2]: This section was moved to Article X, Section 4.

ARTICLE XVI
FULL UNDERSTANDING, MODIFICATION AND WAIVER

Section 1.

This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Except as modified herein or as otherwise required by law, existing wages, hours and other terms and conditions of employment set forth in applicable Riverside County PA Ordinances and related resolutions and regulations shall continue in effect.

Section 2.

It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during the full term. It is recognized that during such term, it may be necessary to make changes in rules or procedures affecting the employees in the Unit. Where Management finds it necessary to make such changes, it shall notify the Union of the proposed change prior to its implementation.

Where such changes would significantly affect the working conditions in the unit, where the subject matter of the change is subject to negotiations pursuant to the Meyers-Milias-Brown Act, and where the Union requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the IHSS Providers represented by the Union.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such changes as soon as practicable. Emergency is defined as an unforeseen circumstance affecting life or property requiring immediate implementation of the change.

Where Management makes any changes in working conditions because of the requirements of Federal or State law, the Riverside County PA shall not be required to renegotiate the matter or manner of compliance with such law where manner of compliance is specified by such law.

Section 3.

Except as specifically provided herein, it is agreed and understood that each party voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations during the term of the Memorandum of Understanding.

Section 4.

Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all the parties hereto and, if required, approved and implemented by the Riverside County PA's Board of Directors.

ARTICLE XVII
SEPARABILITY

It is understood and agreed that this Memorandum of Understanding is subject to all present and future applicable Federal and State laws, regulations, and the provisions of the Riverside County PA's Employer-Employee Relations Resolution and that the provisions hereof shall be effective and implemented only to the extent permitted by such laws and regulations. If any part of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal or State laws or regulations, such part or provision shall be suspended and superseded by such applicable laws and regulations and the remainder of this Memorandum of Understanding shall not be affected thereby and shall remain in full force and effect.

ARTICLE XVIII
LABOR-MANAGEMENT COMMITTEE

Section 1.

The Riverside County PA and the Union recognize the importance of maintaining an effective working relationship in order to fulfill the mission of the IHSS program and provide quality, reliable care to all Consumers. Both parties recognize their responsibility to address any program matter that might affect this goal.

Section 2.

The Riverside County PA and the Union shall establish a Labor-Management Relations Committee. The purpose of the Committee shall be to consider and recommend action on matters affecting the relations between the parties, and to recommend measures to improve IHSS Consumer care, IHSS Provider training, and the IHSS program. The parties shall neither engage in negotiations nor agree to any changes that increase Riverside County PA expenditures or affect wages, hours, and other terms and conditions of employment. The committee also shall not consider matters properly the subject of a grievance.

- (a) Each party shall select their own participants for the Committee. However, either party may request the removal of a participant from the other's group if that participant becomes too disruptive to the work of the committee.
- (b) The Committee shall consist of four (4) Union representatives and up to four (4) alternates and four (4) Riverside County PA representatives and up to four (4) alternates. Alternates may serve only as observers. Recommendations

of the committee shall be decided by a showing of consensus and not by a majority vote.

- (c) The Committee chair will be alternate between the two parties. The Chair is responsible for preparing the mutually agreed upon agenda.
- (d) The Committee may meet as frequently as agreed to by the parties, but shall convene no less than quarterly.
- (e) Minutes will be prepared by the Riverside County PA and the Union, with alternating responsibility, within thirty (30) days of each meeting.
- (f) The Riverside County PA and the Union will address each recommended item within a reasonable amount of time or as agreed to by the parties.
- (g) Union Committee members serve on a voluntary basis and will not receive any remuneration from the Riverside County PA for their participation on the Committee.

The parties hereto agree that, as a condition of agreement, designated committee members from both the Riverside County PA and the Union shall attend joint training sessions provided by the Federal Mediation and Conciliation Service (FMCS) regarding joint labor-management committee rules/procedures prior to the initial meeting.

SIGNATURE PAGE

This MOU entered into and signed this [] day of [] 2019.

FOR THE UDW, AFSCME Local 3930:

FOR THE IN-HOME SUPPORTIVE SERVICES OF RIVERSIDE COUNTY:

Matthew A. Maldonado,
UDW Chief Negotiator

Sarah Franco, Asst. HR Director
County Chief Negotiator

Yvette Elam
UDW Field Representative

Eva Krottmayer, Executive Director
Riverside County IHSS Public Authority

_____, IHSS Provider
Bargaining Team Member

Tammi Turner, Empl & Labor Relations Mgr.
Human Resources Department

_____, IHSS Provider
Bargaining Team Member

Gergis Kirnalious, Fiscal Manager
Department of Public Social Services

_____, IHSS Provider
Bargaining Team Member

Dennis Kabuye, Principal Accountant
Department of Public Social Services

_____, IHSS Provider
Bargaining Team Member

Kathy Byrd, HR Business Partner
Human Resources Department

_____, IHSS Provider
Bargaining Team Member

_____, IHSS Provider
Bargaining Team Member

_____, IHSS Provider
Bargaining Team Member

_____, IHSS Provider
Bargaining Team Member

Tentative Agreement
Between
Riverside County
In-Home Supportive Services (IHSS) Public Authority
and
United Domestic Workers Union
UDW, AFSCME Local 3930, AFL-CIO

This tentative agreement is subject to ratification by UDW, adoption by the Riverside County Board of Supervisors, and approval of the State of California.

- **MOU – Amend current Article V, Term**

Term: The term of this Agreement shall be three (3) years from State approval.

- **MOU – Amend current Article XIV, Wages, Section 1 and 2 only**

Section 1.

The Base Wage for all Providers covered by this Agreement, shall be \$12.00 per hour or the State, or local applicable minimum wage, whichever is highest.

Effective the first day of the month following State approval, the Public Authority will supplement the Base Wage for all IHSS Providers covered by this Agreement by \$0.25 (25 cents) per hour. The cost of the Wage Supplement will be added to the Counties Maintenance of Effort (MOE) on a permanent basis but will not be compounded for subsequent increases not locally negotiated.

Effective January 1, 2021, the Public Authority will supplement the Base Wage for all IHSS Providers covered by this Agreement by an additional \$0.25 (25 cents) per hour, making the supplemental wage \$0.50 (50 cents) per hour. The cost of the Wage Supplement will be added to the Counties Maintenance of Effort (MOE) on a permanent basis but will not be compounded for subsequent increases not locally negotiated.

These wages are subject to the conditions outlined in Section 3 of this Article.

Section 2.

The term of this Agreement shall be three (3) years from State approval.

• **MOU – Amend current Article VII, Health Insurance**

Section 1. Health Insurance:

- A. Effective the first day of the month following State approval, the Riverside County PA shall contribute \$0. 57/hr. for all compensated hours to a Riverside County PA developed plan.

See Wage Contingency language in Article 14 Section 3.

- B. Union Healthcare Trust

The Riverside County PA shall have no responsibility for health benefits. The Union shall be solely responsible for the provision of the health benefits and the administration of the health benefit program for IHSS Providers as well as providing communications and notifications to IHSS Providers. The Union shall ensure that benefits meet the requirements of the PPACA and shall otherwise be responsible for complying with the PPACA.

Should the Union managed health trust become self-funded, the provisions of the Employee Retirement and Income Security Act of 1974 ("ERISA") shall apply.

The Union shall indemnify, defend, and hold harmless the Riverside County PA, the County of Riverside, and their respective governing bodies, officers, agents, and employees against any and all claims, demands, suits, orders, or judgments, or any other forms of liability that arise out of this section or in any way related to the provision, or failure to provide, health benefits to providers. This includes, without limitation, the failure to provide required notices and the failure to comply with the Health Insurance Portability and Accountability Act ("HIPAA").

The Riverside County PA will authorize its share of contributions to the Union Healthcare Trust each month in arrears using the information for the Case Management, Information, and Payrolling System (CMIPSI) regarding hours paid for the prior month. The Riverside County PA shall provide to the Union the Health Benefit funds monthly no later than the 20th of each month. The Union shall deposit all such payments from the Riverside County PA in a separate account, which shall be used for the sole purpose of providing health benefits for Riverside County IHSS Providers.

The Union agrees to maintain and make available to the County of Riverside accurate books and records relative to the subject health benefits and Riverside County PA contributions. The Union shall permit the County of Riverside 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.

C. Union Healthcare Trust Reports

Upon written request of the County of Riverside, the Union shall provide written accountings of all funds received from the Riverside County PA and disbursed from that separate account established pursuant to Article VII – Health Benefits. The written requests may be made quarterly and must be received by the Union no later than thirty (30) days from the end of each quarter for which the PA requests such reports. The Union shall provide all requested reports within thirty (30) days of receipt of the written request.

- **MOU – Amend current Article IX, Training**

All new IHSS Providers may be required to attend a pre-hire briefing which will cover IHSS Providers' obligations under the program.

Prior to acceptance onto the Riverside County PA Registry, IHSS Providers who have successfully completed the registry application process are required to attend a pre-hire briefing which will cover the registry functions and IHSS Providers' obligations.

Consistent with California Welfare and Institutions Code Section 12301.6, the Riverside County PA shall provide for training for IHSS Providers and Consumers of IHSS services. The Riverside County PA will develop and implement a training plan with input from the Union in the Labor-Management Committee. The plan and any curriculum shall also be presented to the IHSS Advisory Committee for their input. Riverside County PA will modify Training Curriculum as appropriate to comply with new department procedures and/or State mandates that impact administration of In-Home Supportive Services (i.e., Coordinated Care Initiative or the PPACA).

The Public Authority and the Union understand the importance of access to training for IHSS providers and is a significant importance to the program. Effective upon Board approval, the Public Authority shall make available \$10,000 per fiscal year for training. Trainings will consist of, but are not limited to, First Aid CPR, Caregiving Essentials, Blood Borne Pathogens. Training done through the California Independent Provider Training Center (CAIPTC) will be billed to the union and reimbursed by the County. The Union shall provide detailed supporting documentation to justify the \$10,000 payment. Supporting documentation shall include but not limited to agendas and attendance lists signed by the providers who attended the trainings. The Union shall submit the supporting documentation to Public Authority no later than 45 days following the end of each fiscal year.

- **MOU – Amend current Article IV, Riverside County Public Authority Rights, Section 3 only**

Section 3. Emergency:

Pursuant to Government Code 3504.5, nothing herein shall limit the authority of the Riverside County PA to make necessary changes to carry out its operations during an emergency. The Riverside County PA shall notify the Union of the nature of the emergency and of any

necessary changes as soon as possible. "Emergency" is defined as an unforeseen event caused by forces beyond the control of the Riverside County PA involving a reasonable likelihood that harm would be experienced unless immediate action is taken. Emergency action under this Article shall not extend beyond the period of the emergency.

To the extent that any emergency action(s) taken by the County of Riverside or the PA impact workers' terms and conditions of employment within the scope of representation, the Union shall be notified as soon as the emergency has been resolved. In such instances, the Riverside County PA agrees to meet with the Union over the effects of such change once the conditions/circumstances which led to the emergency and created the need for the change have been resolved. The PA agreed to communicate as often and in as much detail as possible with UDW in the event of an emergency.

- **MOU – Amend current Article VI, Payroll**

The parties hereto agree that the issue of payroll problems, including but not limited to late, lost, or inaccurate paychecks, may be referred to the Labor-Management Committee provided under the provisions of this Memorandum of Understanding for review and recommendation.

- **MOU – Amend current Article X, Union Rights, Section 2, 3, and 4 only**

- **Section 2. Dues Deductions**

The Union has the exclusive privilege of dues deduction for all IHSS Providers in the bargaining unit covered by this Agreement. The Union will advise California Department of Social Services (CDSS) or its designated payroll agent for the IHSS Providers in the bargaining unit covered by this agreement, to deduct all authorized dues, fees and/or assessments required by the Union. The Public Authority will cooperate with the Union and the State Controller to ensure the timely deduction of said dues, fees and/or assessments and the timely and accurate reporting to the Union of all such payments made pursuant to this Agreement.

Union dues shall be deducted, as authorized by each IHSS Provider, from bargaining unit wages and other earned compensation, including "lump sum" and/or retroactive pay.

- **Section 3. New Provider Orientations**

The Union shall be entitled to attend and make presentations at the beginning, up to thirty (30) minutes at new provider orientations. The Riverside County PA shall provide at least ten (10) days advanced notice to the Union of scheduled new provider orientations. All material presented by the Union shall be in good taste and shall not malign the Riverside County PA or its representatives.

Section 4. Union Indemnification:

UDW will indemnify, defend, and hold harmless the Riverside County PA from any loss, liability, or cause of action arising out of the operation of this Article.

The Riverside County PA, immediately upon receipt of notice of legal action, shall inform UDW of such action, provide UDW with all information, documents, and assistance necessary for UDW's defense or settlement of such action, and fully cooperate with UDW in providing all necessary witnesses, experts and assistance for said defense.

UDW upon its compromise or settlement of such action, shall immediately pay the parties for such action all sums due under such settlement or compromise. UDW, upon final order and judgment of a Court of competent jurisdiction awarding damages to any IHSS Provider covered under the provisions of this Agreement, shall immediately pay to such IHSS Provider all sums owed under such order and judgment.

• **MOU – Amend current Article XII, Remedial Actions & Support for Registry Staff**

It is recognized that one of the primary missions of the Riverside County PA is assuring that there is registry staff available to facilitate the referral of IHSS Providers for Consumers. In recognition of the valuable service registry staff provide, the PA will strive to address and correct identified issues of misconduct or consumer complaints by supporting providers through coaching, counselling and training.

Any suspected offense (policy violation) will be investigated to the degree that is appropriate and necessary.

Notwithstanding the parties recognition that the PA Executive Director retains complete authority to remove a provider from the registry, at his/her own discretion at any time, the PA will use the guidelines illustrated below to address major and minor offenses.

Major offenses will result in immediate removal of a provider from the registry. Minor offenses may be addressed through a supportive process aimed at correcting the Provider's conduct. A list of major and minor offenses will be maintained by parties outside the MOU and serves only to provide examples of the type of offenses that would typically be considered major and minor offenses. It is not an exhaustive or rigid list.

Minor offenses will be addressed through the following progressive process, except that any minor offenses which occurred beyond a three (3) year period shall not be considered:

1st Offense: Registry Supervisor will provide registry staff with coaching, training and feedback.

2nd Offense: A meeting will be held between the Provider, the Registry Supervisor, and the Supervising Program Specialist for the purpose of assisting the Provider in correcting his/her behavior and/or mediating the issue. If appropriate, the meeting participants may include the Social Worker and/or the Social Services Supervisor. If union participation is requested, the Public Authority shall provide the Union with the Provider contact information and summary of offense being discussed.

3rd Offense: The Provider shall be issued a Written Warning and a second meeting will be held between the Provider, the Registry Supervisor, and the Supervising Program Specialist for the purpose of assisting the Provider in correcting his/her behavior and/or mediating the issue. If appropriate, the meeting participants may include the Social Worker and/or the Social Services Supervisor, a Union Representative upon provider request. The Provider shall be advised of their rights to having a Union Representative present during the meeting. The Public Authority shall provide the Union the Provider contact information and summary of offense being discussed.

4th Offense: The Provider shall be issued a Notice of Removal from Registry.

Appeal Process:

Within fifteen (15) business days of receiving the Notice of Removal, the Provider may submit to the Executive Director a written appeal of the decision to remove him/her from the registry.

The Executive Director shall issue his/her written decision to the IHSS Provider within fifteen (15) calendar days from receipt of the appeal. Such decision by the Executive Director shall be final and binding and neither the IHSS Provider nor the Union shall have the right to seek further resolution of the matter through administrative or judicial means including, but not limited to, any grievance procedure or arbitration proceeding.

• **MOU – Amend current Article XV, Agency Shop**

[The following section was moved to Article X, Section 4]

This Tentative Agreement signed this [] day of [] 2019.

FOR THE UDW, AFSCME Local 3930:

FOR THE IN-HOME SUPPORTIVE
SERVICES OF RIVERSIDE COUNTY:

Matthew A. Maldonado, UDW Chief Negotiator

Sarah Franco, County Chief Negotiator

1st Offense: Registry Supervisor will provide registry staff with coaching, training and feedback.

2nd Offense: A meeting will be held between the Provider, the Registry Supervisor, and the Supervising Program Specialist for the purpose of assisting the Provider in correcting his/her behavior and/or mediating the issue. If appropriate, the meeting participants may include the Social Worker and/or the Social Services Supervisor. If Union participation is requested, the Public Authority shall provide the Union with the Provider contact information and summary of offense being discussed.

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4th Offense: The Provider shall be issued a Notice of Removal from Registry.

Appeal Process:

Within fifteen (15) business days of receiving the Notice of Removal, the Provider may submit to the Executive Director a written appeal of the decision to remove him/her from the registry.

The Executive Director shall issue his/her written decision to the IHSS Provider within fifteen (15) calendar days from receipt of the appeal. Such decision by the Executive Director shall be final and binding and neither the IHSS Provider nor the Union shall have the right to seek further resolution of the matter through administrative or judicial means including, but not limited to, any grievance procedure or arbitration proceeding.

• **MOU – Amend current Article XV, Agency Shop**

[The following section was moved to Article X, Section 4]

This Tentative Agreement signed this [20] day of [August] 2019.

FOR THE UDW, AFSCME Local 3930:
Matthew A. Maldonado, UDW Chief Negotiator



FOR THE IN-HOME
SUPPORTIVE SERVICES OF
RIVERSIDE COUNTY:



Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium). Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Marino Montenegro JR

Address: 5059 Avalon Rd.

City: Riverside Zip: 92507

Phone #: _____

Date: 10/18/19 Agenda # 3.20

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support Oppose Neutral

Note: If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

Support Oppose Neutral

I give my 3 minutes to: _____

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda/Public Comment:

Notwithstanding any other provisions of these rules, a member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES. Donated time is not permitted during Public Comment.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please ensure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin to flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. *Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.*

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

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Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Kady Crick

Address: 1445 Spruce St

City: Riversid Zip: 92507

Phone #: 951-823-8158

Date: 10/8/19 Agenda # 3,20

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support Oppose Neutral

Note: If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

Support Oppose Neutral

I give my 3 minutes to: _____

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda/Public Comment:

Notwithstanding any other provisions of these rules, a member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES. Donated time is not permitted during Public Comment.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please ensure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

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Riverside County Board of Supervisors Request to Speak

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SPEAKER'S NAME: Kyvette Elam

Address: 1445 Spruce Street

City: Riverside Zip: 92507

Phone #: 951-823-8158

Date: 10/8/19 Agenda # 3.20

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support Oppose Neutral

Note: If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

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I give my 3 minutes to: _____

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