

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



**ITEM: 3.25
(ID # 21293)**

MEETING DATE:
Tuesday, February 28, 2023

FROM : HUMAN RESOURCES:

SUBJECT: HUMAN RESOURCES: Approval of the 2023 - 2025 Memorandum of Understanding between the Riverside County In-Home Supportive Services (IHSS) Public Authority and United Domestic Workers, AFSCME Local 3930 (UDW), All Districts. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the 2023 – 2025 Memorandum of Understanding between United Domestic Workers Union, AFSCME Local 3930 (UDW) and the Riverside County In-Home Supportive Services (IHSS) Public Authority (Attachment "A").

ACTION:Policy


Steven Espinoza 2/22/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, and Gutierrez
Nays: None
Absent: Perez
Date: February 28, 2023
xc: HR

Kimberly Rector
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	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: n/a			Budget Adjustment:	No
			For Fiscal Year: FY 22/23-25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

United Domestic Workers, AFSCME Local 3930 (UDW) is a union made up of over 140,000 home care and child care providers throughout California. UDW home caregivers provide critical services through the state’s In-Home Supportive Services program (IHSS), which allows over half a million California seniors and people with disabilities to remain in their homes with dignity and independence.

On February 2, 2023, a Tentative Agreement had been entered upon by both parties on a successor MOU from the date approved by the State through December 31, 2025. The financial terms of the Tentative Agreement were approved by the Board of Supervisors on February 7, 2023, and ratified by UDW membership on February 22, 2023. This subsequent agenda item is to bring forth the finalized Memorandum of Understanding (MOU) between the Riverside County In-Home Supportive Services Public Authority and United Domestic Workers, AFSCME Local 3930. Upon Board approval of the final MOU, the agreement will be provided to the State for final approval, after which the terms shall take effect. To summarize the key financial terms of the agreement:

Wage Supplement:

- a. \$0.75/hour Wage Supplement effective following State approval.
- b. \$0.75/hour Wage Supplement effective January 1, 2024.
- c. \$1.00/hour Wage Supplement effective January 1, 2025, contingent upon the State increasing its maximum participation levels for wages and benefits.

Health Benefit:

- a. Additional \$0.14 per paid hour towards provider healthcare.

Life Insurance:

- a. \$0.03 per paid hour towards provider life insurance.

Personal Protective Equipment:

- a. \$50,000 per fiscal year for the sole purpose of purchasing PPE for providers.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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Union Stewards:

- a. A stipend up to a maximum of six (6) union stewards. Total paid time shall not exceed sixteen (16) hours in any month for each steward.

Additional Fiscal Information:

The Board of Supervisors approved the full cost of the Agreement between the Riverside County In-Home Supportive Services (IHSS) Public Authority and United Domestic Workers, AFSCME Local 3930 (UDW) on February 7, 2023. This agenda item is to bring forth the finalized MOU which includes the memorialization of the terms of the Tentative Agreement, as well as other non-monetary language clean up and modification.

ATTACHMENT A. 2023 – 2025 MOU between RivCo IHSS PA and UDW (Clean)

ATTACHMENT B. 2023 – 2025 MOU between RivCo IHSS PA and UDW (Track Changes)

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

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

May 1, 2023 – December 31, 2025

FEB 28 2023 3.25

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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, gender identity, gender expression, sexual orientation, national origin, marital status, genetic information or disability, or any other characteristic protected by state, federal or local law.

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, is not subject to the grievance procedure, but may be referred to the Labor-Management Committee provided under the provisions of this Memorandum of Understanding for review and recommendation. Other issues involving the processing of time sheets by the Public Authority may be subject to the grievance procedure.

ARTICLE VII
HEALTH & LIFE INSURANCE

Section 1. Health Insurance:

- A. The current agreement pertaining to the Riverside County IHSS Maintenance of Effort (MOE) provides funding for a health contribution benefit of \$.57/hr. which was reflected in the 2019-2022 Memorandum of Understanding and will be provided on an on-going basis. Effective the first day of the month following State approval, the Riverside County PA shall contribute a health benefit supplement of \$.14/hr. in addition to the aforementioned \$.57/hr for a total health benefit contribution of \$.71/hr for all compensated hours to a Riverside County PA developed plan. The cost of the supplement will be added to the County's MOE on a permanent basis and will not be compounded for subsequent increases not locally negotiated.

See Wage Contingency language in Article 14 Section 3. The Public Authority's contribution towards the Trust for health benefits shall continue only to the extent that state funding equals or exceeds that currently authorized in the Welfare and

Institutions Code. The Public Authority shall not be obligated to provide money to the Trust for health benefit contributions should the State contribution be reduced or eliminated for any reason.

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.

Section 2. Life Insurance

All eligible Providers and their household dependents will qualify for a Life Insurance Policy. The policy will be administered through the UDW Trust. Effective the first day of the pay period following approval by the Board of Supervisors and the State of California, the Public Authority shall contribute three (\$0.03) cents per paid hour to the UDW Trust without any additional cost to the Public Authority for the administration of the trust. The UDW Trust will provide quarterly reports to the Public Authority or upon request. The Riverside County PA's obligation to maintain its Life Insurance contribution shall be maintained as long as the federal and state contributions continue at their same participation level or better.

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**

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 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. Any unused funds dedicated to this training do not carry over from one fiscal year to the next.

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

New provider orientations shall be a combination of online and in-person meetings. Providers shall create a profile in the online enrollment system and watch the State's recorded videos and complete the State required forms. At the end of the online orientation the Riverside County PA shall require the new provider to sign up for and attend the in-person orientation meeting prior to completing the full enrollment process.

The Union shall be entitled to attend and make presentations at the beginning, up to thirty (30) minutes at new provider in-person orientations. The Riverside County PA shall provide the union with a calendar of scheduled 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.

If the State or local public health agency issues an order limiting the size of gathering or an order that prevents the in-person orientation from occurring, the Riverside County PA shall notify the union within three (3) business days of the issued order. Upon any such issued order, the Riverside County PA shall meet with the union to determine any revisions to the new provider orientation meetings. The Riverside County PA shall resume the above agreed upon model of new provider orientations within thirty (30) calendar days, or sooner, from the date the public health order is lifted.

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.

Section 5. Paid Time for Union Stewards

A list of union stewards will be provided to the Riverside County PA every year. The Riverside County PA will provide a stipend to a maximum of six (6) union stewards, which will be the same as the hourly wage rate, for activities falling within the scope of representation, including negotiations and orientations. Such paid time for union activities shall not exceed a total of sixteen (16) hours in any month for each union steward and shall not interfere with the provision of services to Consumers.

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 of 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.

Section 1. Major & 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 providers 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.

Section 2. Personal Protective Equipment

In further support of IHSS Providers and in consideration for their safety, the Riverside County PA will provide up to \$50,000 to the union per fiscal year for the sole purpose of providing protective supplies for IHSS Providers. This agreement shall be effective upon the full approval of this MOU. The amount will be pro-rated should the MOU be approved in the middle of a fiscal year. Details of supply availability and their dissemination will be determined by the Labor Management Committee. The Riverside

County PA's obligation for providing this PPE benefit is contingent upon continued federal participation remaining at the same level or higher.

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 \$15.50 per hour or the State, Federal or local applicable minimum wage, whichever is highest. The current agreement pertaining to the Riverside County IHSS Maintenance of Effort (MOE) provides funding for a wage supplement of \$.50/hr. above the minimum wage for a total base wage rate of \$16.00/hr. funded on an on-going basis through the MOE IHSS agreement pertaining to Riverside County.

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 \$.75 (75 cents) per hour. The County share of cost of the Wage Supplement will be added to the County's Maintenance of Effort (MOE) on a permanent basis but will not be compounded for subsequent increase not locally negotiated.

Effective January 1, 2024, the Public Authority will supplement the base wage for all IHSS Providers covered by this Agreement by an additional \$.75 (75 cents) per hour, making the supplemental wage \$1.50 per hour. The County share of cost of the Wage Supplement will be added to the County's Maintenance of Effort (MOE) on a permanent basis but will not be compounded for subsequent increase not locally negotiated.

Effective no sooner than January 1, 2025 and upon State approval, if the State increases its maximum participation level for wages and benefits paid to IHSS Providers, the County's wage supplement will increase IHSS Provider wages to a total

of \$18.50 per hour, provided the County's share does not exceed 35% of the non-federal share. In the event that the State does not increase its maximum participation level for wages and benefits in effect at the time of this Agreement, the Union and the Public Authority may exercise a re-opener for Article XIV, no earlier than October 1, 2024. The ability to exercise a re-opener shall not be construed as an agreement by the Public Authority to any future wage or benefit increase.

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-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 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 [] 2023.

FOR THE UDWA, AFSCME Local 3930:

FOR THE IN-HOME SUPPORTIVE SERVICES OF RIVERSIDE COUNTY:

Doug Moore,
UDWA Executive Director

Charity Douglas, Director
Department of Public Social Services

Editha Adams
UDWA President/IHSS Provider

Linn Ramirez, Interim Executive Director
Department of Public Social Services

Matthew A. Maldonado
UDWA Chief Negotiator

Steven Espinoza, Assistant HR Director
County Chief Negotiator

Yvette Elam
UDWA Regional Manager

Todd Bellanca, Assistant Director
Department of Public Social Services

Desmond Prescott
UDWA District Chair/IHSS Provider

Monica Bentley, Assistant Director
Department of Public Social Services

Rosa Beltran
UDWA District Vice Chair/IHSS Provider

Gergis Kirnalious, Fiscal Manager
Department of Public Social Services

Andrea Dudley
UDWA County Rep/IHSS Provider

Aaron Cyr, Principal HR Analyst
Human Resources Department

Kathleen "Kady" Crick
UDWA IHSS Provider

Jennifer Bates, Principal Accountant
Department of Public Social Services

Jermaine Moore
UDWA IHSS Provider

Marino Montenegro Jr.
UDWA IHSS Provider

FEB 28 2023 3.25

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

May 01, 2023 – December 31, 2025

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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, gender identity, gender expression, sexual orientation preference, national origin, marital status, genetic information or disability, or any other characteristic protected by state, federal or local law.

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, is not subject to the grievance procedure, but may be referred to the Labor-Management Committee provided under the provisions of this Memorandum of Understanding for review and recommendation. Other issues involving the processing of time sheets by the Public Authority may be subject to the grievance procedure.

ARTICLE VII HEALTH & LIFE INSURANCE

Section 1. Health Insurance:

- A. The current agreement pertaining to the Riverside County IHSS Maintenance of Effort (MOE) provides funding for a health contribution benefit of \$.57/hr. which was reflected in the 2019-2022 Memorandum of Understanding and will be provided on an on-going basis. Effective the first day of the month following State approval, the Riverside County PA shall contribute a health benefit supplement of \$.14/hr\$.0.57/hr. in addition to the aforementioned \$.57/hr for a total health benefit contribution of \$.71/hr for all compensated hours to a Riverside County PA developed plan. The cost of the supplement will be added to the County's MOE on a permanent basis and will not be compounded for subsequent increases not locally negotiated.

See Wage Contingency language in Article 14 Section 3. The Public Authority's contribution towards the Trust for health benefits shall continue only to the extent that state funding equals or exceeds that currently authorized in the Welfare and

Institutions Code. The Public Authority shall not be obligated to provide money to the Trust for health benefit contributions should the State contribution be reduced or eliminated for any reason.

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.

Section 2. Life Insurance

All eligible Providers and their household dependents will qualify for a Life Insurance Policy. The policy will be administered through the UDW Trust. Effective the first day of the pay period following approval by the Board of Supervisors and the State of California, the Public Authority shall contribute three (\$0.03) cents per paid hour to the UDW Trust without any additional cost to the Public Authority for the administration of the trust. The UDW Trust will provide quarterly reports to the Public Authority or upon request. The Riverside County PA's obligation to maintain its Life Insurance contribution shall be maintained as long as the federal and state contributions continue at their same participation level or better.

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. Any unused funds dedicated to this training do not carry over from one fiscal year to the next.

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

New provider orientations shall be a combination of online and in-person meetings. Providers shall create a profile in the online enrollment system and watch the State's recorded videos and complete the State required forms. At the end of the online orientation the Riverside County PA shall require the new provider to sign up for and attend the in-person orientation meeting prior to completing the full enrollment process.

The Union shall be entitled to attend and make presentations at the beginning, up to thirty (30) minutes at new provider in-person orientations. The Riverside County PA shall provide the union with a calendar of scheduled 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.

If the State or local public health agency issues an order limiting the size of gathering or an order that prevents the in-person orientation from occurring, the Riverside County PA shall notify the union within three (3) business days of the issued order. Upon any such issued order, the Riverside County PA shall meet with the union to determine any revisions to the new provider orientation meetings. The Riverside County PA shall resume the above agreed upon model of new provider orientations within thirty (30) calendar days, or sooner, from the date the public health order is lifted.

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.

Section 5. Paid Time for Union Stewards

A list of union stewards will be provided to the Riverside County PA every year. The Riverside County PA will provide a stipend to a maximum of six (6) union stewards, which will be the same as the hourly wage rate, for activities falling within the scope of representation, including negotiations and orientations. Such paid time for union activities shall not exceed a total of sixteen (16) hours in any month for each union steward and shall not interfere with the provision of services to Consumers.

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.

Section 1. Major & 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 providersstaff 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.

Section 2. Personal Protective Equipment

In further support of IHSS Providers and in consideration for their safety, the Riverside County PA will provide up to \$50,000 to the union per fiscal year for the sole purpose of providing protective supplies for IHSS Providers. This agreement shall be effective upon

the full approval of this MOU. The amount will be pro-rated should the MOU be approved in the middle of a fiscal year. Details of supply availability and their dissemination will be determined by the Labor Management Committee. The Riverside County PA's obligation for providing this PPE benefit is contingent upon continued federal participation remaining at the same level or higher.

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 ~~\$15.50~~ ~~\$12.00~~ per hour or the State, Federal or local applicable minimum wage, whichever is highest. The current agreement pertaining to the Riverside County IHSS Maintenance of Effort (MOE) provides funding for a wage supplement of \$.50/hr. above the minimum wage for a total base wage rate of \$16.00/hr. funded on an on-going basis through the MOE IHSS agreement pertaining to Riverside County.

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 \$.~~75~~~~25~~ (~~75~~~~25~~ cents) per hour. The County share of cost of the Wage Supplement will be added to the County's Maintenance of Effort (MOE) on a permanent basis but will not be compounded for subsequent increase not locally negotiated.

Effective January 1, 202~~4~~~~1~~, the Public Authority will supplement the base wage for all IHSS Providers covered by this Agreement by an additional \$.~~7~~~~25~~ (~~7~~~~25~~ cents) per hour, making the supplemental wage \$~~10~~.50 per hour. The County share of cost of the Wage Supplement will be added to the County's Maintenance of Effort (MOE) on a permanent basis but will not be compounded for subsequent increase not locally negotiated.

Effective no sooner than January 1, 2025 and upon State approval, if the State increases its maximum participation level for wages and benefits paid to IHSS Providers, the County's wage supplement will increase IHSS Provider wages to a total of \$18.50 per hour, provided the County's share does not exceed 35% of the non-federal share. In the event that the State does not increase its maximum participation level for wages and benefits in effect at the time of this Agreement, the Union and the Public Authority may exercise a re-opener for Article XIV, no earlier than October 1, 2024. The ability to exercise a re-opener shall not be construed as an agreement by the Public Authority to any future wage or benefit increase.

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 [] 202319.

FOR THE UDWA, AFSCME Local 3930:

FOR THE IN-HOME SUPPORTIVE SERVICES OF RIVERSIDE COUNTY:

Doug Moore,
UDWA Executive Director

Charity Douglas, Director
Department of Public Social Services

Editha Adams
UDWA President/IHSS Provider

Linn Ramirez, Interim Executive Director
Department of Public Social Services

Matthew A. Maldonado
UDWA Chief Negotiator

Steven Espinoza, Assistant HR Director
County Chief Negotiator

Yvette Elam
UDWA Regional Manager

Todd Bellanca, Assistant Director
Department of Public Social Services

Desmond Prescott
UDWA District Chair/IHSS Provider

Monica Bentley, Assistant Director
Department of Public Social Services

Rosa Beltran
UDWA District Vice Chair/IHSS Provider

Gergis Kirnalious, Fiscal Manager
Department of Public Social Services

Andrea Dudley
UDWA County Rep/IHSS Provider

Aaron Cyr, Principal HR Analyst
Human Resources Department

Kathleen "Kady" Crick
UDWA IHSS Provider

Jennifer Bates, Principal Accountant
Department of Public Social Services

Jermaine Moore
UDWA IHSS Provider

Marino Montenegro Jr.
UDWA IHSS Provider