



Susan Weisselberg
Chair

June 13, 2018

Dear Consumer Employers:

On March 21st, the State legislature approved the Tentative Collective Bargaining Agreement (TA) negotiated between the State and more specifically, the Personal Care Attendant (PCA) Workforce Council, and the New England Health Care Workers, SEIU, District 1199. The summary of the TA dated April 11, 2018 and circulated to you has been updated to clarify the proper application of the wage provision, in response to questions that we have received and an addendum that was made to Article 13 of the Agreement.

If you have any questions please feel free to contact the PCA Workforce Council at 860-418-6370. If your employees have questions about the TA or the Union, please direct them to contact the Union directly at 860-549-1199. Thank you.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Susan Weisselberg", is written over a light blue horizontal line.

Susan Weisselberg
Chair, PCA Workforce Council

A note about the PCA Workforce Council: It was established in 2012 to represent the interests of the state and individual PCA consumer-employers. It also works to improve the quality, stability and availability of personal care assistance in the state for self-directed Medicaid or state-funded programs. The Council, with the Office of Policy & Management's Office of Labor Relations, negotiates and administers the PCA collective bargaining agreement with the union that represents PCAs, 1199 SEIU-NE; the PCAs are not state employees.



Collective Bargaining Agreement between the PCA Workforce Council and the New England Health Care Workers, SEIU, District 1199

UPDATED SUMMARY

The following provides a summary of the major changes contained in the Tentative Personal Care Attendant (PCA) Collective Bargaining Agreement (TA) passed by the Connecticut General Assembly on March 21, 2018. The majority of the Agreement is effective July 1, 2018, with the exception of certain wage increases effective April 1, 2018. The Agreement remains in effect through June 30, 2021.

Covered Employees

Consistent with the Collective Bargaining Agreement, the TA uses the generic term of PCA, with the exception of a few sections where Companion and Respite Workers and Independent Living Skills Trainers (ILSTs) are specifically mentioned. This TA covers all employees whether or not they have joined the Union.

Wages

The new TA increases the minimum hourly wage for consumer-directed employees on a set schedule and provides general wage increases. Wage caps have been eliminated for all worker categories effective July 1, 2018; employers should check with their care coordinator or case manager on their budgets. Please note: There is NO contractual authority to increase wages before April 1, 2018.

A. Personal Care Attendants

The hourly rate for PCAs working in programs administered by either DSS or DDS who earn less than \$15.00/hour as of April 1, 2018 shall be increased according to the following schedule:

Effective Date of Hourly Rate Increase	New Minimum Hourly Rate
April 1, 2018	\$14.75
July 1, 2018	\$15.00
January 1, 2019	\$15.25
July 1, 2019	\$15.50
January 1, 2020	\$15.85
July 1, 2020	\$16.25

B. Hourly Respite Workers and Companions

Effective Date of Hourly Rate Increase	New Minimum Hourly Rate
April 1, 2018	\$14.50
January 1, 2019	\$14.75
July 1, 2019	\$15.00



C. No Cap on Wage Ranges

Effective July 1, 2018, there is no cap on wage ranges.

D. General Wage Increases (GWI) for Employees Making \$15.00/Hour or Above (Excludes employees in Section A)

This specifically excludes PCAs receiving the increases set forth in Section A, and applies only to PCAs who are already at or above \$15.00/hour as of April 1, 2018. The GWIs for these workers are effective as follows:

Effective Date of Wage Increase	Percent of Wage Increase
April 1, 2018	1.5%
January 1, 2019	1.5%
July 1, 2019	1.5%
July 1, 2020	1.5%
January 1, 2021	0.50%

Note: Respite Workers and Companions receive the GWIs on July 1, 2020 and January 1, 2021, but not before then.

E. Per Diems

The daily per diem rates will be increased by the amount of the GWIs set forth above.

F. Independent Living Skills Trainers

ILSTs receive GWIs as outlined in Section D above. The minimum rate effective April 1, 2018 is \$32.54.

G. “Sleeper” Rates

During periods where the Consumer is sleeping, the PCA shall be paid a “sleeper” rate as follows:

Effective Date	Percentage Increase	New Rate
April 1, 2018	1.5%	\$10.25
January 1, 2019	1.5%	\$10.40
July 1, 2019	1.5%	\$10.56
July 1, 2020	1.5%	\$10.72
January 1, 2021	0.5%	\$10.77

Consistent with current practice, during periods when the Consumer is awake and requires care, the PCA shall be paid at the rates and in accordance with the practices set forth in the Collective Bargaining Agreement.



Holiday Pay

New!

Effective July 1, 2018: Employees will be paid 1.5 times their hourly rate of pay for time worked on the following holidays: Independence Day, New Year's Day, Martin Luther King Jr. Day, and Memorial Day.

Effective July 1, 2019: Two additional holidays will be subject to holiday pay rates: Thanksgiving Day and Christmas Day.

Workers' Compensation Insurance

New!

The Agreement requires that as soon as practicable after July 1, 2018, but by no later than January 1, 2019, the State must provide workers' compensation coverage for consumer-employers to cover their PCAs while on the job. Details are still being developed.

Electronic Deposit

New!

The Agreement modernizes payments for PCAs, with the phase-in of an Electronic Funds Transfer requirement. This will allow for a change from bi-weekly to weekly paychecks for PCAs. Workers must receive their wages through direct deposit beginning July 1, 2018. Workers who do not use direct deposit will receive their wages via a pay-card by no later than August 1, 2018. You will be sent more information on working with your PCAs on signing up for direct deposit, through their bank or via pay-card.

Orientation and Training

The Agreement increases the funding for training and orientation. PCAs are paid a stipend to attend the three-hour orientation, which is required for all new employees. The orientation stipend will increase from \$37.50 to \$45.00 effective July 1, 2018, and to \$48.00 on July 1, 2020. Expanded training opportunities are being developed. Specific areas of learning (such as CPR and universal precautions) were identified by consumer-employers in a Council-sponsored survey, with more content to be added. Orientations are mandatory for PCAs, but trainings remain optional.

Employer Rights

Maintained!

The following employer rights included in the original 2014 Agreement remain in effect:

1. General Rights

As provided in chapter 319pp (Sections 17b-706 through 17b-706d of the Connecticut General Statutes), Consumers and/or Surrogates shall retain all rights including but not limited to the right to/of:

- (A) Hire or refuse to hire PCAs;
- (B) Supervise, direct, manage and train PCAs in their employ;
- (C) Determine the work schedules of PCAs in their employ;



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- (D) Terminate PCAs from their service at will;
- (E) Determine under any circumstances who may and may not enter their home or place of residence;
- (F) Determine wages within established wage rates;
- (G) Maintain levels of services; and
- (H) Self-determination and self-direction

Such authority and control on the part of the Consumer/Surrogate is not and shall not be diminished in any way by this Agreement.

In construing this Collective Bargaining Agreement as a whole, all other provisions of this Agreement shall be construed as subordinate to the rights preserved to Consumers/Surrogates in this Article.

2. Confidentiality Rights

The Union shall not seek information regarding the name, address, phone number or any other personal information regarding Consumers. The Union and PCAs shall maintain strict standards of confidentiality regarding Consumers and shall not disclose any personal information obtained, from whatever source, pertaining to Consumers, unless disclosure is compelled by legal process or otherwise required by law.

3. Non-Waiver of Consumer Rights

The above enumerations of Consumer rights are not exclusive and do not exclude other rights as provided by all applicable law. The exercise or non-exercise of rights retained by the Consumer shall not be construed to mean that any Consumer right is waived.