

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

PCA WORKFORCE COUNCIL

AND

**NEW ENGLAND HEALTH CARE EMPLOYEES
UNION, DISTRICT 1199, SEIU**

Effective: July 1, 2021 Expiring: June 30, 2023

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ARTICLE 1 - PREAMBLE

New England Health Care Employees Union, District 1199, SEIU and the Personal Care Attendant Workforce Council believe that Consumers should be provided with the highest possible quality of care consistent with the principles of self-determination and self-direction and that Personal Care Attendants (PCAs), Consumers, and their Surrogates should be treated with the highest degree of dignity and respect. It is the Parties' intent to promote harmonious and respectful relations that includes the provision of quality, long term personal home care for Consumers and quality jobs for PCAs.

ARTICLE 2 - AGREEMENT CLAUSE

This Agreement is entered into by the Personal Care Attendant Workforce Council (hereinafter called the Council or PCA Workforce Council), and the New England Health Care Employees Union, District 1199, SEIU, with its offices at 77 Huyshope Avenue, 1st Floor, Hartford, CT 06106 (hereinafter referred to as the Union), acting herein on behalf of Personal Care Attendants (PCAs), as hereinafter defined in Article 3, Recognition.

ARTICLE 3 - RECOGNITION

Section One. The PCA Workforce Council recognizes the New England Health Care Employees Union, District 1199, SEIU, as the exclusive representative of PCAs as certified by the State Labor Board Decision (hereinafter referred to as the Board) No. 4609 (Case No. SE-29,884) who provide personal care assistance services defined by section 17b-706 of the Connecticut General Statutes in the following programs:

- A) The program for individuals with acquired brain injuries, established pursuant to section 17b-260a of the general statutes;
- B) The personal care assistance program established pursuant to section 17b-605a of the general statutes;
- C) The Connecticut home care program for the elderly, established pursuant to section 17b-342 of the general statutes;
- D) The pilot program to provide home care services to disabled persons, established pursuant to section 17b-617 of the general statutes;
- E) The individual and family support waiver program administered by the

Department of Developmental Services;

F) The comprehensive waiver program administered by the Department of Developmental Services;

G) The Community First Choice program administered by the Department of Social Services; and

H) Any state-funded program that provides services from a personal care attendant.

This recognition is subject to such modifications or clarifications of the unit as the Board or a court may order or to which the parties have otherwise agreed herein.

Section Two. The parties agree that this Agreement shall not apply to personal care attendants who exclusively provide transportation services.

Section Three. Notwithstanding any provision in this Agreement, PCAs shall not be considered state employees and shall be exempt from any and all provisions of the general statutes creating rights, obligations, privileges, or immunities to state employees, except as may be provided by chapter 319pp of the Connecticut General Statutes. The Parties recognize that for all purposes, except collective bargaining, the Consumer/Surrogate is the Employer of Record for any PCA that the Consumer/Surrogate may employ.

ARTICLE 4 - ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes and cancels all prior practices and Agreements whether written or oral unless expressly stated to the contrary herein, and constitutes the complete and entire Agreement between the parties and concludes collective bargaining for its term.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Council and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not referred to or

covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 5 - ANTI-DISCRIMINATION

The Council and the Union agree that in their respective roles pursuant to this Agreement they shall not discriminate against any PCA because of union membership or non-membership or lawful activity on behalf of the union, race, color, religious creed, age, sex, marital status, national origin, ancestry, physical or mental disability, sexual orientation, veteran status, or history of mental disorder.

ARTICLE 6 - CONSUMER RIGHTS

Section One. General Rights. As provided in chapter 319pp 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;
- 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.

Section Two. 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.

Section Three. 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.

ARTICLE 7 - UNION RIGHTS

Section One. New Hire Materials. The Union may provide materials regarding union representation, membership, training, and orientation to the Fiscal Intermediaries to be included in new hire packets distributed to Consumers for use in connection with the hiring of PCAs. These materials will not exceed four (4) pages in length. Any concerns regarding the content of the provided materials will be resolved prior to inclusion.

Section Two. Website Links. In order to enhance communication between the Parties, the Council agrees to post a link on the home page of its website to the Union's website and the Union agrees to post a link on the home page of its website to the Council's website.

Section Three. Communications to PCAs. With regard to the direct written communication that occurs between a Fiscal Intermediary and a PCA (including but not limited to messages on pay envelopes and pay stubs), the Union, no more than twice per quarter, may provide the Fiscal Intermediaries, with information for inclusion in these scheduled mailings. This information will not exceed one (1) page in length. Any concerns regarding the content of the provided materials will be resolved prior to inclusion.

Section Four. The Union will receive electronically on or by the 10th of each month, the following information to the extent it is in the Fiscal Intermediary's data base, or if not, if such information can be obtained without additional cost:

- A) Full Name of PCA
- B) Address(es) of PCA

- C) Phone number(s) of PCA
- D) E-mail address(es) of PCA, if available
- E) Unique PCA ID number
- F) Gender, if available
- G) Support type/job class
- H) Date of birth, if available

Section Five. Union representatives. The Union shall provide the Council with a list of names of authorized Union staff representatives and officers and update those lists as changes are made, but not less than quarterly.

Section Six. The Union will provide sufficient copies of materials that it requests to have distributed by the Fiscal Intermediaries. Any additional postage required due to the distribution of such materials shall be paid by the Union. The Union shall provide the materials to the FIs not less than seven (7) days prior to distribution.

ARTICLE 8 - WORKFORCE COUNCIL RIGHTS

The Council has the exclusive authority to operate and carry out its mandate as provided in chapter 319pp of the Connecticut General Statutes as it may be amended. Except to the extent modified by this Agreement, the Council reserves exclusively, whether exercised or not, all the inherent rights and authority to manage and operate its activities. All rights not specifically granted in this Agreement are reserved solely to the Council and the Council has the sole right to decide and implement its decision regarding such management rights. The exercise or non-exercise of rights retained by the Council shall not be construed to mean that any right of the Council is waived. Nothing contained in this Agreement shall subtract from, modify, or otherwise diminish these rights in any manner. Consistent with chapter 319pp of the Connecticut General Statutes, the Council shall not be liable for any action, including but not limited to any grievance or any prohibited practice proceeding, brought by the Union or any PCA based upon any alleged wrongdoing by a Consumer or Surrogate.

ARTICLE 9 - JOINT LABOR MANAGEMENT COMMITTEE

Section One. The Union and the Council shall establish a Labor Management Committee (LMC) to discuss topics of mutual interest.

Section Two. The Parties agree to establish a LMC that shall meet on a flexible basis, but not less than quarterly, at mutually convenient times and locations. All meeting locations shall be fully accessible to the LMC members and any mutually agreed upon attendees. The LMC shall consist of a minimum of five (5) Council representatives and five (5) Union representatives.

At least one (1) LMC member for the Council must include a representative with experience in labor relations and at least one (1) LMC member for the Union must include a Union organizer/staff representative familiar with the terms of the PCA Agreement. The LMC may mutually agree to change the number of LMC members, provided that at all times there is an equal number of Union and Council representatives. LMC members serve on a volunteer basis, but upon request, shall be reimbursed for mileage to and from formally convened LMC meetings at the applicable GSA rate.

Section Three. The agenda for LMC meetings will be agreed to by the LMC members at least seven (7) days prior to each meeting. The topics for such meetings may include, but are not limited to: mutual respect, payroll processing, health and safety issues, and a PCA referral database. LMC meetings shall be closed to the public unless otherwise mutually agreed.

Section Four. PCAs participating in the LMC process must provide his/her Consumer-Employer(s) with not less than two (2) weeks advance notice of any expected absence attributable to the LMC so that the Consumer-Employer can make arrangements for PCA services.

Section Five. The LMC may establish subcommittees as needed and bring in outside representatives to help inform its work. Any costs associated with these outside representatives shall be agreed to in advance and shall be shared equally between the Council and the Union.

Section Six. The LMC shall have no authority to change, delete or modify any of the terms of the existing Collective Bargaining Agreement.

ARTICLE 10 - DISPUTE RESOLUTION

Section One. Mutual respect and trust require that the Council and the Union address and resolve disputes arising under this Agreement in a fair and responsible manner.

Section Two. No matter arising from, or dispute pertaining to, the exercise by a Consumer and/or his or her Surrogate of any rights described in Article 6, Consumer Rights, of this Agreement, including, but not limited to, the right to select, hire, schedule, train, direct, supervise and/or terminate any PCA providing services to him or her, shall in any way be subject to the provisions of this Article.

Section Three. A grievance is defined as an allegation by the Union or by the Council's designee of a violation of one or more provisions of this Agreement. PCAs may not file grievances without a Union representative.

Section Four. Dispute Resolution Procedure.

- A) **Step One: Informal Resolution:** A Union representative shall confer with the Council's designee to attempt to resolve the grievance informally.
- B) **Step Two: Formal Grievance:** If the grievance is not resolved at Step One, the Union representative shall reduce the grievance to writing, including 1) the issue; 2) the date of the alleged violation; 3) the specific contract provision(s) thought to be violated; and 4) the remedy requested.

The written grievance shall be presented to the Council's designee within thirty (30) calendar days of the occurrence of the alleged violation or within thirty (30) calendar days from the date the Grievant or any Union representative knew or should have known of the cause of the grievance. A grievance must be submitted in writing either by hand-delivery or by mail.

If a written grievance is not received within the time limit above, the grievance shall be deemed waived. A grievance may be amended up to but not beyond Step Two.

Within ten (10) working days of receipt of the written grievance the receiving party shall hold a meeting and issue a response within seven (7) working days of the meeting.

For purposes of this Article, working days shall be construed as Monday through Friday, excluding recognized state holidays.

C) **Step Three: Arbitration.** If the grievance is not resolved at Step Two, the Union may:

1. Within fifteen (15) working days of receipt of the written Step Two response, or, in the absence of a written Step Two response, within fifteen (15) working days of the date the response was due, present a written request to the opposing party to submit the grievance for resolution before a mutually agreed upon Arbitrator.
2. The Parties will establish a Panel of three (3) Arbitrators from which a specific arbitrator shall be selected on a rotational basis. Submission to arbitration shall be by certified letter to the designee of the Secretary of the Office of Policy and Management or the Union, as applicable. The parties agree to name one of the panel arbitrators to hear any disputes that may arise relating to Training and Orientation matters.
3. The Council and the Union shall each pay one half the costs of the arbitration, including the fees of the arbitration and proceeding itself, but not including the costs of representation, advocacy, or witnesses of either party.
4. When the question of arbitrability has been raised by either party as an issue prior to the actual hearing, the Arbitrator will hold separate hearings at the request of either party. In any event, the Arbitrator will determine the issue of arbitrability prior to rendering a decision on the merits.
5. The Arbitrator shall have no power to add to, subtract from, alter or modify any of the provisions of this Agreement, nor to grant to either party matters which were not obtained in the bargaining process, nor to impose any remedy or right of relief for any period of time prior to the effective date of the Agreement, nor to grant pay retroactively for more than ninety (90) calendar days prior to the date a grievance was submitted at Step 2. The Arbitrator shall render his/her decision in writing no later than thirty (30) calendar days after the conclusion of the hearing unless the parties jointly agree otherwise in writing.
6. The Award of the Arbitrator shall be final and binding on the parties in accordance with C.G.S. § 52-418.
7. The time limits provided in this Article are essential to the orderly

resolution of grievances. Any grievances not presented or advanced within the timelines specified herein shall be considered withdrawn. If the Council or its designee fails to meet the timelines specified, the Union may move the grievance to the next step. Any of the timelines may be extended by mutual written agreement of the Union and the Council.

8. The conferences of the dispute resolution procedure including arbitration shall be closed to the public unless the parties mutually agree otherwise.

9. PCAs participating in the dispute resolution procedure shall not be compensated and such participation shall not interfere with the PCA's duties to the Consumer.

10. Disputes over claimed unlawful discrimination shall be neither grievable nor arbitrable if a complaint has been filed with the Commission on Human Rights and Opportunities arising from the same common nucleus of operative fact. In no event shall a dispute be grievable or arbitrable that alleges discrimination by a Consumer/Surrogate.

11. By written mutual agreement, the parties may choose to pursue alternative dispute resolution in lieu of the grievance/arbitration process in this section.

ARTICLE 11 - TRAINING AND ORIENTATION

Section One.

A) **Training and Orientation Fund.** In recognition of the parties' mutual commitment to the growth and stability of the PCA program, contributions consistent with the schedule referenced below will be allocated to an interest-bearing account established by the State and known as the CT PCA Training and Orientation Fund ("the Fund"). The Fund shall be administered by a committee to be known as the PCA Training Fund Committee (the "Fund Committee"). The Fund monies shall not be comingled in the account with any other funds. The Fund Committee shall consist of no more than six (6) Union members and no more than six (6) management members. The Union members may consist of bargaining unit members and/or staff or officers of the Union. The management members may consist of members of the PCA Workforce Council and staff

of the departments responsible for administering the programs employing the members of the Union.

B) The Fund Committee shall meet not less than quarterly, unless mutually agreed by the members of the Fund Committee. For any matter in which the Fund Committee must make a final decision, the Union members shall have one (1) vote and the management members shall have one (1) vote. The parties shall, through the appropriate state agency, contract for the training and orientation services set forth in this Article in accordance with applicable rules and regulations.

C) The Fund Committee shall adopt a budget for PCA training and orientation and no expenditures shall be made from the Fund except in accordance with the budget. The Fund Committee may modify the budget as necessary after its adoption. Disputes regarding the Fund and Fund expenditures may be submitted to expedited arbitration at the request of either party to this Agreement.

D) The Fund Committee shall file quarterly reports with the Labor Management Committee (LMC) and the Council detailing expenditures from the Fund.

E) The Fund Committee in conjunction with the Council will develop a training plan for classes and programs to be developed throughout the State. The Fund may, as stated in subsection (b) contract with vendors, colleges and/or hire instructors to offer PCA related training classes.

F) All skills training shall be developed around core competencies approved by the Council with input and recommendations from the LMC and the departments of the state with responsibility for the programs as set forth in the recognition clause of Article 3. In addition to skills training, the Fund may provide tuition support and adult education classes that are related to the PCA core competencies approved as set forth herein. The Fund shall finance annually up to twenty-five (25) slots for eligible workers to partake in the Capitol Community College PCA Training Program or other State educational institution that has adopted a comparable PCA Training Program.

Section Two. Fund Contributions.

A) Effective upon ratification and legislative and CMS approval, \$300,000 shall be allocated to the Training and Orientation Fund.

B) Effective July 1, 2022 and every July 1 thereafter, \$750,000 shall be allocated

to the Training and Orientation Fund, \$150,000 of which must be utilized for skills enhancement.

C) Applicable to funding allocated for July 1, 2022 and thereafter: Unobligated balances cannot be carried forward to the next state fiscal year. Any unobligated balance at the end of the state fiscal year shall revert to the state's general fund.

Section Three. PCA Orientation.

A) Fund monies also may be used to support an orientation program for PCA workers with the goal of increasing PCA understanding of the PCA programs, the rights and responsibilities of the PCAs and Consumers and communication between the Consumer-Employers and PCA workers following hire.

B) An orientation shall be completed by all PCAs first hired after January 1, 2015 within one hundred twenty days (120) days of the date of initial employment as a PCA. Effective January 1, 2016, the period for completion of orientation for PCAs hired on or after that date shall be ninety (90) days. After January 1, 2015, any PCA, regardless of hire date, who experiences a continuous break in service as a PCA (i.e. does not provide services for any Consumer as a PCA) for a period of time in excess of one year shall be required to complete an orientation within the applicable time period.

C) PCAs shall receive a notice of orientations and the requirements to complete the orientation following acceptance of employment

D) The FIs will work cooperatively with the Union and the Council to ensure that newly hired PCAs are notified of the orientation requirement and to ensure that PCAs have completed orientation within the designated timeframes.

E) The LMC shall, in the event of a dispute, approve the content and curriculum for the orientation and the standards and processes of an orientation program for persons newly hired as PCAs. The orientation program shall provide information on, at a minimum:

- independent living principles;
- confidentiality/HIPAA;

- identifying and reporting fraud and abuse;
- workers' rights and responsibilities presented by a Union representative;
- operational procedures of the PCA program in CT (e.g. time records, and FI, payment methods, etc.);
- accountability and enforcement mechanisms to ensure completion of the orientation program (for both Consumer-Employers and PCAs), and;
- resources to support both Consumer-Employers and PCAs including, but not limited to, the role of the Union, the role of the PCA Workforce Council, the Rewarding Work web portal, and other key resources.

F) The orientation shall require no more than three (3) hours to complete. No more than one half (.5) hour of the orientation shall be used for the discussion of Union membership and contractual rights. Each eligible PCA who completes the Fund sponsored orientation shall receive a stipend of \$48.00 which shall be paid out of Fund monies. Funds will not be used to provide other compensation to PCAs who partake in orientation.

G) Orientation shall be offered at various geographical locations throughout the State and at a range of times and days to address the varied work schedules of the members. Members shall not miss their work assignments to attend orientation sessions. The Council or its designee(s) may observe orientation sessions and shall identify themselves to the training fund staff.

H) The Council shall establish procedures for Consumer-Employers to actively opt out of the Fund orientation. When a Consumer-Employer so elects to opt out, the Consumer-Employer will directly provide the orientation for a new employee (PCA) using the same materials and curriculum. Payment to PCAs who receive Consumer-Employer provided orientation shall not be deducted from Fund monies. Time spent by a Consumer-Employer providing orientation in accordance with this subsection shall not reduce the Consumer-Employer's established level of services.

I) PCAs who complete orientation with the Consumer-Employer may participate in orientation sessions sponsored by the Fund or other organizations; however Personal Care Attendants shall only be paid for participating in one PCA Training Fund orientation.

J) A PCA who is required to attend orientation pursuant to this Article and who has not completed an orientation session within the specified time period shall not be permitted to work as a PCA until orientation is completed.

K) Nothing in this section shall be deemed to affect the Personal Care Attendant program principles of Consumer control, including the Consumer-Employer's right to hire, train, direct, and dismiss PCAs.

Section Four. The parties understand that nothing in this Training and Orientation Article is intended to alter, interfere with, or interrupt the College of Direct Support program administered by the Department of Developmental Services for PCAs. The requirements and procedures of PCA participation in this program shall remain in effect as determined by the DDS.

ARTICLE 12 - REFERRAL DATABASE

Section One. The Workforce Council or its designee shall manage a referral database to assist Consumer-Employers, Surrogates or persons authorized to act on the Consumer's behalf in making employment connections with PCAs.

Section Two. The Parties agree to promote the referral database and encourage PCAs to sign up.

Section Three. An individual seeking work as a PCA may add himself/herself to the database.

ARTICLE 13 - WAGES

It is recognized that payment to PCAs is established through direct negotiation between the individual PCA and the Consumer-Employer (or authorized designee) within published wage rates. Accordingly, the Parties acknowledge that PCAs have no entitlement to carry individually negotiated hourly wage rates from one Consumer to another Consumer provided that the wage minimums are observed. Any disputes regarding wage issues shall be detailed in writing and emailed to the Council and authorized designees. No dispute shall be deemed ripe for arbitration until this initial process has occurred.

Section One. Increase in the Minimum Rates: PCAs

Upon legislative and CMS approval, the minimum hourly wage for bargaining unit PCAs performing hourly work under applicable waiver programs as administered by the Department of Social Services (DSS) and the Department of Developmental Services (DDS) shall be as follows:

Effective Date	Hourly Wage
Upon legislative and CMS approval	\$17.25
July 1, 2022	\$17.75
January 1, 2023	\$18.25

Section Two. Increase in the Minimum Rates: Hourly Respite Workers and Companions

Upon legislative and CMS approval, the minimum hourly rates for bargaining unit Respite Workers and Companions performing hourly work under applicable waiver programs as administered by the Department of Social Services (DSS) and the Department of Developmental Services (DDS) shall be as follows:

Effective Date	Hourly Wage
Upon legislative and CMS approval	\$16.30
July 1, 2022	\$16.72
January 1, 2023	\$17.25

Section Three. No Cap on Wage Ranges.

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

Section Four. General Wage Increases.

General Wage Increases only apply to individuals making more than the minimum rates as described in Sections One and Two for the years of the contract.

Upon legislative and CMS approvals, the following GWIs apply to all other rates not otherwise specified in this Article:

Effective Date	Hourly Wage workers	Daily Per Diem Rates
Upon legislative and CMS approval	2%	4%
July 1, 2022	2%	4%

Section Five. Lump Sums

Effective upon legislative and CMS approval: Employees who are currently employed and actively working for a Consumer-Employer and covered by this agreement shall receive a lump sum payment equivalent to six percent (6%) of the wages earned during the period commencing April 1, 2021 and ending on March 31, 2022. The lump sum payment will be paid no later than 45 days after legislative and CMS approval. To be eligible for the lump sum payment a PCA must be employed and actively working for a Consumer-Employer on the date the payment is issued.

Section Six. Independent Living Skills Trainers (ILSTs)

Upon legislative and CMS approval ILSTs shall receive the GWIs set forth in Section D, above. The minimum rate for ILSTs shall be as follows:

Effective Date	Percentage Increase	New Min Rate
Upon legislative and CMS approval	2.0% for those already earning above the \$35.20 minimum. No GWI for those earning below the minimum.	\$35.20
July 1, 2022	2.0% Increase	\$35.90

ILSTs already earning above the minimum rate on the date of legislative and CMS approval shall receive a 2.0% GWI increase as defined in Section Six, above.

On July 1, 2022, ILSTs shall receive the 2.0% GWI as set forth in Section Six, above.

There shall be no retroactive payment in the first year of this contract.

Section Seven. Per Diem Rates. Per Diems shall receive the GWI as set forth in Section Four, above.

Section Eight. DDS - SLEEPING ASSIGNMENTS

The following shall apply to PCAs on "sleeping assignments":

During periods where the Consumer is sleeping, the PCA shall be paid the hourly State Minimum rate. This "sleeper" rate shall remain for the term of the Collective Bargaining Agreement unless modified pursuant to Article 22. Time spent performing at the "sleeper" rate is excluded from the calculation of any lump sum payment(s) that may be due a PCA.

During periods where the Consumer is awake and requires care, the PCA shall be paid at the rates and in accordance with the practices set forth in this Agreement. The policy established by the DDS which was in effect on the date of this Agreement shall be used to determine whether the PCA receives his or her usual rate or the "sleeper" rate of pay.

Exemptions: No PCA employed at the time of implementation of this Agreement who received a "sleeper" rate in excess of the rates set forth above shall have his/her "sleeper" rate of pay with the same Consumer decreased as a result of this provision. Said rate will be frozen until such time as the Consumer-PCA employment relationship is terminated or until the "sleeper rate" agreed to herein equals the rate being paid to the PCA.

PCAs on "sleeping assignments" shall not receive the GWI as set forth in Section Six above.

ARTICLE 14 - HOLIDAY PAY

Employees shall be paid 1.5 times his or her rate of pay for all hours worked for the following holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Thanksgiving Day, and Christmas Day.

ARTICLE 15 - PAYROLL AND ELECTRONIC DEPOSIT

PCAs shall be entitled to receive weekly, timely payment for services authorized, documented, and rendered.

PCAs shall have their wages directly transferred through electronic funds transfer (EFT).

If a PCA is unable to receive his/her wages through EFT, the PCA shall receive a paycheck: then the PCA must apply to the FI for a payment card as soon as practicable.

EFT and payment card applications shall be included in new hire packets and included in orientation materials. The Labor Management Committee shall facilitate assistance for currently employed PCA with direct deposit and pay card applications, where Union and FI representatives may be available.

ARTICLE 16 - UNEMPLOYMENT BENEFITS AND CHARGES

Increases in the amount of unemployment charges shall not change the hourly rate of PCAs, nor shall it adversely affect the level of services received by the Consumer. Consumers and PCAs whose level of services and/or hourly rate were affected by changes in the unemployment taxation rate on or after July 1, 2013 shall be made whole, and any wage increases due to PCAs under this Agreement shall be in addition to any increases due PCAs under this section.

ARTICLE 17 - UNION SECURITY AND PAYROLL DEDUCTION

Section One. PCAs who elect to join the Union shall pay union dues as established by the Union in accordance with the terms of this Article.

Section Two. Upon receipt of a written or other verifiable authorization as permitted by law from the PCA, the FI, on behalf of the employing Consumer, shall deduct from each paycheck of PCAs' wages Union dues as established by the Union. Such deductions will begin the first pay period following notification by the Union. In the event that the Union notifies the FI of a membership and/or Political Action Committee (PAC) cancellation, the deductions will not appear in the following pay period. The Union shall provide ninety (90) days advance notice of any planned change of dues.

Section Three. Adjustments to deductions of dues will be made within thirty (30) days of notice by the Union and/or the PCA to the FI of any change in membership status.

Section Four. The amount of dues deducted under this Article from the wages of PCAs in addition to those amounts, if any, referenced in Section Five shall be remitted to the New England Health Care Employees Union, District 1199 as soon as practicable after the payroll period for which the deduction is taken, together with an electronic (detailed below) list of PCAs for whom any such deduction is made. The FIs will provide the Union

with the dues and PAC back-up each time deductions occur. The backup shall be uploaded to the Union's secure share file a maximum of three (3) business days from the date the deductions. The Union shall reimburse the FIs for additional reasonable costs, if any, associated with its request for monthly information set forth in Article 7 (i.e. hours worked during the pay period, the gross pay, the amounts of dues deducted, voluntary political action/solidarity contributions, unique PCA ID number etc.).

Section Five. Upon receipt of verifiable authorization from a PCA as permitted by law, the FI shall deduct from the authorizing PCA's wages voluntary contributions for the Union's political action/solidarity fund. The sum specified in said authorization shall be deducted from the wages due to said PCA and the funds shall be remitted to the Union in the same manner as described above for dues.

If payroll deductions for dues and/or PAC are no longer permitted by law, the FI shall electronically transmit all Union members' bank account, debit account, or pay card information on file with the Fiscal Intermediary to the secure third-party processor identified by the Union to process Union dues and/or COPE contributions via electronic funds transfer. The FI's electronic transmission shall also provide the secure third-party processor with the employee's name, birth date, address, home number, cell number, employee ID number and home address in the FI's possession. This transmission shall occur within one (1) week of the discontinuation of direct payroll deduction. The FIs will provide the Union with hours worked during the pay period. In addition, no less than three (3) days before the payroll date, the FI shall provide the Union with each employee's gross pay, the employee's name, and employee ID number.

Newly hired Members or Members who are returning after a year or more's absence who are paid via direct deposit or pay card will have their bank account, debit account, or pay card information electronically transmitted to the secure third-party processor identified by the Union, which shall include the member's full name, birth date, address, home number, cell number, employee ID number, and home address.

Section Six. No payroll deduction of dues or contributions shall be made from worker's compensation or for any payroll period in which earnings received are insufficient to cover the amount of deduction, nor shall such deduction be made from subsequent payrolls to cover the period in question. The FIs agree to provide the Union a monthly list of PCAs who are receiving workers' compensation benefits to the extent this information is available to the FI.

Section Seven. The Consumer-Employer, the FI, the State, and the Council assume no

obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Consumer-Employer, the FI, the State, and the Council harmless from any claims, actions, or proceedings hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 18 - WORKERS' COMPENSATION COVERAGE

The State shall procure workers' compensation coverage for Consumers for the services of Personal Care Attendants for their services provided to Consumer-Employers. Said coverage shall continue each year and into a successor agreement. Further, coverage shall remain in force following expiration of an agreement during negotiations of a successor collective bargaining agreement. Notwithstanding the provisions of C.G.S. § 31-275(9)(B)(iv), or any other provision of the General Statutes, members of the bargaining unit shall be deemed "Employees" of the Consumer for purposes of chapter 568 of the General Statutes.

ARTICLE 19 - PREMIUM ASSISTANCE

Section One. Premium Assistance Contributions.

A) Effective after legislative and CMS approval, PCAs who have been employed and actively worked for an individual employer during the prior six (6) month period, and who provide proof of denial for HUSKY and the Covered CT program within three (3) months of receipt of the denial to the entity designated by the Council and can attest to not having coverage options through any other entity such as alternate employment or spousal health coverage are eligible to receive an amount equal to six (6) percent of their pay, as calculated per individual Consumer-Employer on a semi-annual basis, up to an annual maximum amount of \$5,000 for healthcare premium assistance. In the event that a PCA has not worked a full six (6) months, then the PCA shall not be eligible until a full six (6) months has been worked for the individual Consumer-Employer and the following semi-annual payment period.

B) Schedule of Payments:

1. Initial payment: Shall be made no later than 90 days following legislative and CMS approval. The initial contribution shall be calculated based on the average PCA earnings per individual Consumer-Employer in the prior six-month period. In the event

that a PCA has not worked six (6) months for an individual Consumer-Employer then the PCA shall not be eligible for a premium assistance payment under that employer until six (6) months have been worked and payment shall be made on the following semi-annual payment period.

2. Subsequent Payments: After the initial contributions, qualifying PCAs shall receive their premium assistance contributions on a semi-annual basis based on the PCA's earnings as calculated per individual Consumer-Employer for the previous six (6) months.

3. PCAs covered by this agreement must be employed and actively working for the individual Consumer-Employer for whom the benefit was earned on the day the premium assistance contribution is issued.

C) New hires after the date of legislative and CMS approval of the Agreement have a six (6) month waiting period and shall not be eligible for a premium assistance payment under that employer until six (6) months has been worked and payment shall be made on the following semi-annual payment period assuming all other conditions of paragraphs (a) and (b) are met.

D) Those PCAs who qualify for the assistance described in paragraphs (A) and (B) of this section, shall receive the assistance in the form of a "Premium Assistance Card" that can be used for the payment of healthcare premiums if the PCA doesn't qualify for full premium subsidies or to help cover any other needs as determined by the PCA.

ARTICLE 20 - PAID TIME OFF (PTO)

Effective upon legislative and CMS approval, PCAs will be eligible to accrue PTO as defined in the subsections below.

Section One. PCAs paid at hourly rates and 12 hour Per Diem workers shall accrue PTO at the rate of .025 hours per every hour worked up to a maximum of 40 hours per state fiscal year (July 1 – June 30).

A) PTO shall be used to take time off in increments not less than 15-minutes. PCAs must provide Consumer-Employers of Record seven (7) calendar days' notice of intent to take a day off and obtain authorization for non-emergency or illness related reasons. PTO needed due to emergency or illness does not require prior authorization. No Consumer-Employer of Record shall unreasonably deny a request for PTO. PTO authorization by a Consumer-Employer of Record is not subject to the dispute resolution process as defined

in Article 10 of this Agreement.

B) In such cases where a Consumer-Employer is hospitalized or unable to authorize PTO due to short-term unavailability, the affected PCA may opt to use accrued time in order to receive wages in an amount not to exceed the amount of PTO accrued for that Consumer-Employer.

C) PTO is accrued separately per individual Consumer-Employer and is only eligible for use to take time off for the specific individual Consumer-Employer under which it was accrued.

Example: John is employed by multiple Consumer-Employers: Mary Tree and John Chair. He worked 20 hrs/week for Mary and accrued 20 hours PTO per year and he worked 10 hrs/week for John and accrued 10 hours PTO per year. He can request up to 20 hours of PTO under Mary and 10 hours under John.

D) 24 hour Per Diem employees will accrue PTO at the rate of one (1) 24-hour shift for every 73 days worked up to a maximum of five (5) 24-hours shifts of PTO accumulated per year.

Section Two. New Hires.

New hires will accrue PTO from their date of hire but will not be eligible to use PTO until they have completed three (3) months of employment.

Section Three. Carryover.

On June 30th of each year, employees paid at an hourly rate and 12-hour Per Diems, may carry over up to 40 hours of unused PTO into the upcoming state fiscal year, not to exceed a total of 80 hours of PTO accrued in any given state fiscal year. PCAs will stop accruing PTO once the maximum accumulation of 80 hours of PTO in a state fiscal year is reached. 24-hour Per Diem employees may carry over up to 5 days of unused PTO into the upcoming state fiscal year, not to exceed a total of 10 days of PTO in any given state fiscal year. 24-hour Per Diems will stop accruing PTO once the maximum accumulation of 10 days of PTO in a state fiscal year is reached.

Section Four. Overtime Exemption.

Hours worked at an overtime payrate and/or any hours worked exceeding 40 per week are excluded from inclusion in PTO calculations for hourly workers and 12-Hour Per Diems.

Section Five. In no event shall a PCA receive a financial payout for PTO accrued and not used at the time of separation from employment.

ARTICLE 21 - SUPERSEDEENCE

Pursuant to section 5-278 (b) of the Connecticut General Statutes, the inclusion of language in this Agreement concerning matters formerly governed by law, regulation, or policy directive shall not be deemed a preemption of the entire subject matter. Accordingly, statutes, rules, regulations and administrative directives or orders shall not be construed to be superseded by any provision of this Agreement except as provided in the Supersedence Appendix to this Agreement or whereby necessary implication, no other construction is tenable.

ARTICLE 22 - LEGISLATIVE ACTION

Consistent with chapter 319pp of the Connecticut General Statutes, the cost items contained in this Agreement shall be subject to the State's regular budgetary approval process, subject to funds being made available and affirmative legislative approval. Other provisions of the Agreement shall be deemed approved unless affirmatively rejected by a majority of either house not later than thirty (30) days after the filing with the clerk of that chamber, provided the thirty-day period shall not begin or expire unless the General Assembly is in regular session.

ARTICLE 23 - SAVINGS CLAUSE

Should any provision of this Agreement, or the application of such provision to any person or circumstance be invalidated or ruled contrary to law by a court of competent jurisdiction, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

In the event of such invalidation, the parties shall meet to negotiate a substitute provision if permitted by law, provided that during the pendency of any appeal, negotiations are not required, but permissible.

ARTICLE 24 - DURATION

Section One. This Agreement shall be effective July 1, 2021 and shall expire on June 30,

2023.

Section Two. The parties agree to commence bargaining a successor Agreement between September 1, 2022 and October 1, 2022 absent mutual agreement to a different time period.

On behalf of:
The PCA Workforce Council



Claudio Gualtieri, Chair

3.30.23

Date

On behalf of:
New England Health Care Employees
Union, District 1199 SEIU



Rob Baril, President

3.17.2023

Date

SIDE LETTER 1 - RE: HEALTH CARE STUDY

**SIDE LETTER OF AGREEMENT
BETWEEN**

**PCA WORKFORCE COUNCIL AND NEW ENGLAND HEALTH CARE
EMPLOYEES UNION, DISTRICT 1199, SEIU RE: HEALTH CARE STUDY**

Section One. The Parties shall establish a Work Group to study the health coverage of members of the bargaining unit. The composition of the Work Group shall consist of representation from the Union; The Council; Access Health CT; Office of Health Care Advocate; Department of Insurance and other representatives deemed appropriate. There is nothing contained herein that would preclude the bargaining unit from partnering with another bargaining unit for this study.

Section Two. The Work Group will:

1. Gather data concerning the demographics of the members of the bargaining unit. The data shall consist of following:
 - a. Household demographics
 - b. Household income
 - c. Health Care that is available to the household by what means and cost.
 - d. Eligibility for Affordable Care Act coverage through Access Health CT; application status and cost of coverage through Access Health CT.
 - e. Any other information the Work Group deems appropriate and important.
2. Conduct a joint survey of a representative sample at joint expense, to be shared equally by the parties, to assist in gathering the data.

Section Three. The Work Group shall publish a report to the Union and the Council as to its findings/conclusions no later than February 1, 2015, unless otherwise agreed in writing which agreement shall not be unreasonably withheld.

SIDE LETTER 2 - MEDICATION ADMINISTRATION TRAINING

SIDE LETTER OF AGREEMENT

BETWEEN

**PCA WORKFORCE COUNCIL AND NEW ENGLAND HEALTH CARE
EMPLOYEES UNION, DISTRICT 1199, SEIU**

The parties understand that:

1. The Department of Developmental Services (DDS) will continue to provide general training in medication administration to PCAs who will be required to administer medication enabling them to become "Trained Non-Licensed Personnel" consistent with state statute [C.G.S. § 17a-210 et seq.].
2. PCAs receiving this training, presented in person by an instructor approved by the DDS, will be paid their regular hourly rate as determined by the applicable waiver program and support type.
3. PCAs who have met the requirements for general training in medication administration and are approved to provide medication administration support may be required to receive additional training specific to the needs and medications of each Consumer they support. This instruction may be provided by the Consumer's licensed prescriber, a registered nurse providing support to the Consumer or the Consumer's family or guardian.
4. The DDS shall continue to provide this training within the established procedures and programs in effect on or about January 1, 2014 and consistent with state statute.

SIDE LETTER 3 - SUPERSEDEENCE APPENDIX

**PCA WORKFORCE COUNCIL AND
NEW ENGLAND HEALTH CARE EMPLOYEES UNION, DISTRICT 1199 SEIU**

July 1, 2021 - June 30, 2023

PROVISION	CONTRACT REFERENCE	STATUTE OR REGULATION AMENDED
WAGES – Department of Social Services, Department of Developmental Services	Article 13	C.G.S. § 17b-343
Increase in the Minimum Rates: PCAs	Article 13 Sec. A	C.G.S. §17b-343
GWI for PCAs	Article 13 Sec. D	C.G.S. § 17b-343
Increase in the Minimum Rates: Hourly Respite and Companions	Article 13 Sec. B	C.G.S. § 17b-343
ILST Receive GWI's	Article 13 Sec. D & F	C.G.S. § 17b-343
Daily Per Diem Rates	Article 13 Sec. D & G	C.G.S. § 17b-343

NOTE: The above does not include supersedence appendices from prior or current contract periods. Although not reprinted herein such remain applicable.