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Attention Consumer Employers

On May 3, 2022, the State legislature approved the Collective Bargaining Agreement (CBA) negotiated between the State and more specifically, the Personal Care Attendant (PCA) Workforce Council, and the New England Health Care Workers, SEIU, District 1199. This document is a summary of the key provisions within the CBA.

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 CBA or the Union, please direct them to contact the Union directly at 860-549-1199. Thank you.

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

The following provides a summary of the major changes contained in the Personal Care Attendant (PCA) Collective Bargaining Agreement (CBA) passed by the Connecticut General Assembly on May 3, 2022 and signed by the Governor on May 7, 2022. The Agreement is effective July 1, 2021 and remains in effect through June 30, 2023.

NOTHING IN THIS AGREEMENT NEGATIVELY IMPACTS YOUR INDIVIDUAL BUDGET OR SERVICE HOURS.

Covered Employees

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

Wages

The new CBA increases the minimum hourly wage for consumer-directed employees on a set schedule and provides general wage increases. There continues to be no wage cap for all worker categories; employers should check with their care coordinator or case manager on their individual budgets before providing any wage increases not covered under the revised wage schedule detailed below.

A. Personal Care Attendants

The hourly rate for PCAs working in programs administered by either DSS or DDS who earn less than \$17.25/hour as of May 8, 2022, shall be increased according to the following schedule:

Effective Date of Hourly Rate Increase	New Minimum Hourly Rate
May 8, 2022	\$17.25
July 1, 2022	\$17.75
January 1, 2023	\$18.25

B. Hourly Respite Workers and Companions

The hourly rate for Respite Workers and Companions working in programs administered by either DSS or DDS who earn less than \$16.30/hour as of May 8, 2022, shall be increased according to the following schedule:

Effective Date of Hourly Rate Increase	New Minimum Hourly Rate
May 8, 2022	\$16.30
July 1, 2022	\$16.72
January 1, 2023	\$17.25



C. No Cap on Wage Ranges

Effective July 1, 2018, there is no cap on wage ranges. This remains in effect.

D. General Wage Increases (GWI)

GWI for Hourly Wage Employees Making Above the Minimum Rate & All Per Diems

Hourly wage workers who are already at or above the minimum rate for their job class on the date the pay increase takes effect will receive the GWI increases. All Per Diem workers will also receive GWI increases. The GWIs for these workers are effective as follows:

Worker Type	Effective Date of Wage Increase	Percent of Wage Increase
Hourly Wage Workers (PCAs, Respite and Companion, & ILSTs)	May 8, 2022	2.0%
Hourly Wage Workers (PCAs, Respite and Companion, & ILSTs)	July 1, 2022	2.0%
Per Diem Workers	May 29, 2022	4.0%
Per Diem Workers	July 1, 2022	4.0%

Please note: as of each date when a new wage increase goes into effect, all workers will make at least the new minimum wage that has been set for their type of work.

E. Independent Living Skills Trainers (ILSTs) (DSS Support type only)

The hourly rate for ILSTs working in programs administered by DSS who earn less than \$35.20/hour as of May 8, 2022, shall be increased according to the following schedule:

Effective Date	GWI % Increase	New Minimum Rate
Effective May 8, 2022	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 May 8, 2022 shall receive a 2.0% GWI increase as defined in Section D, above.

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

F. Per Diems



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

G. “Sleeper” Rates for Hourly Wage Workers

During periods where the Consumer is sleeping, the PCA shall be paid a “sleeper” rate that is equal to the State minimum wage (\$14.00/hr. effective 7/1/2022 and scheduled to increase to \$15.00/hr. on 6/1/2023).

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 terms set forth in the Collective Bargaining Agreement as outlined in Section A, B and E above.

Holiday Pay

Maintained!

Employees will continue to 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, Memorial Day, Thanksgiving Day and Christmas Day.

Lump Sum Payment

New!

No later than 45 days after Federal Center for Medicare and Medicaid Services (CMS) approval of this contract term, employees shall receive a lump sum payment equivalent to 6% of wages earned between April 1, 2021, and March 31, 2022. To be eligible, workers must be actively working for a consumer-employer at the time of payment.

Paid Time Off

New!

Upon Federal CMS approval, PCAs will be eligible to accrue Paid Time Off (PTO). Most PCAs will accrue PTO at the rate of .025 hours per every hour worked, up to a maximum of 40 hours per year. Per diem workers will accrue one 24-hour shift per every 73 days worked, for a maximum of five 24-hour shifts per year. **PCAs must provide consumer-employers at least 7 calendar days’ notice of their intent to use PTO, in non-emergency situations.** They may use accrued PTO in increments of 15 minutes or more. PCAs will accrue PTO separately for each consumer-employer, and they can only use PTO with the specific consumer-employer with whom it was accrued. New hires can begin accruing PTO immediately, but they cannot use it until they have completed 3 months of employment. ***Under the DDS program, Consumer-Employers/Employer of Records (EORs) who already budget for PTO are not negatively impacted by benefits provided through the CBA.**

Premium Assistance

New!

For the first time ever, upon Federal CMS approval, workers covered by this Agreement will receive funding designed to help with the cost of annual premiums and other out-of-pocket expenses associated with the purchase of healthcare coverage. PCAs who are actively working for a consumer-employer for the previous 6 month period, and who provide proof of denial of other coverage, are eligible to receive a



premium assistance card, valued at 6% of their pay per consumer-employer, up to an annual maximum of \$5,000. Although created to assist with the cost of healthcare, workers know their financial situation best and may utilize the card to cover any expense they choose (example: childcare or groceries).

Orientation and Training Enhanced!

The Agreement increases the funding for training and orientation from \$600,000 to \$750,000 annually. PCAs are paid a stipend to attend the three-hour orientation, which is required for all new employees. The orientation stipend will remain at the current rate of \$48.00. \$600,000 will be allocated each year to support new hire orientations.

Additionally, \$150,000 has been specifically designated for PCA skills enhancement training. In the past, PCAs have had the opportunity to attend voluntary training such as CPR certification, free of charge. This practice will continue and be enhanced through the identification of specific areas of learning that support consumer-employers' and PCAs' needs.

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;
- (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.



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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.