



STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

Office of Labor Relations

April 20, 2022

Mr. Frederick Jortner
Clerk of the House
State Capitol
Hartford, CT 06106

RE: Memorandum of Agreement Between the Personal Care Attendant (PCA) Workforce Council and New England Healthcare Employees Union, District 1199, SEIU for the Period through June 30, 2023

Dear Mr. Jortner:

In accordance with Connecticut General Statutes §§ 17b-706b (c) (7), the Office of Labor Relations hereby files with the Clerks of the House of Representatives and of the Senate an Agreement between the State of Connecticut Personal Care Attendant (PCA) Workforce Council and New England Health Care Employees Union, District 1199, SEIU, on behalf of their members.

Enclosed is an updated Supersedence Appendix, which identifies those provisions of the Agreement which are in conflict with any statute or regulation of a State agency. Also enclosed is the Office of Policy and Management's Estimate of Cost associated with this Agreement.

Approval by the General Assembly is respectfully requested.

I appreciate your consideration,

David Kraveski
Acting Undersecretary for Labor Relations

Paul Mounds, Chief of Staff, Office of the Governor
Jeffrey Beckham, Acting Secretary, OPM
Paul Potamianos, Deputy Secretary, OPM
Gregory Messner, Executive Budget Officer, OPM
M. Carlson, Comptrollers' Office
Chris Perillo, Office of Fiscal Analysis
Rob Baril, President, New England Health Care Employees Union

Phone: (860) 418-6447 Fax: (860) 418-6491
450 Capitol Avenue-MS# 53OLR, Hartford, Connecticut 06106



STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

Office of Labor Relations

April 20, 2022

Mr. Michael Jefferson
Clerk of the Senate
State Capitol
Hartford, CT 06106

RE: Memorandum of Agreement Between the Personal Care Attendant (PCA) Workforce Council and New England Healthcare Employees Union, District 1199, SEIU for the Period through June 30, 2023

Dear Mr. Jefferson:

In accordance with Connecticut General Statutes §§ 17b-706b (c) (7), the Office of Labor Relations hereby files with the Clerks of the House of Representatives and of the Senate an Agreement between the State of Connecticut Personal Care Attendant (PCA) Workforce Council and New England Health Care Employees Union, District 1199, SEIU, on behalf of their members.

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Approval by the General Assembly is respectfully requested.

I appreciate your consideration,

A handwritten signature in black ink, appearing to read "David Krayski".

David Krayski
Acting Undersecretary for Labor Relations

Paul Mounds, Chief of Staff, Office of the Governor
Jeffrey Beckham, Acting Secretary, OPM
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Tentative agreement between Workforce Council and 1199

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.

FOR THE WORKFORCE COUNCIL: Thomas C. Austin Jr.
ThomasC.Austin Jr. (Apr 11, 2022 16:48 EDT)

FOR THE UNION: Diedre Murch
Diedre Murch (Apr 11, 2022 16:42 EDT)

DATE: Apr 11, 2022

DATE: Apr 11, 2022

Tentative agreement between Workforce Council and 1199

ARTICLE 11-TRAINING AND ORIENTATION

Section Two. Fund Contributions:

- ~~(a) Effective 7/1/18, \$500,000 shall be allocated to the Fund.~~
- ~~(b) Effective 7/1/19, \$600,000 shall be allocated to the Fund.~~
- ~~(c) Effective 7/1/20, \$600,000 shall be allocated to the Fund.~~
- ~~(d) Effective 4/1/21, \$300,000 shall be allocated to the Fund.~~

~~All unexpended funds shall be available to be expended for their intended purpose in the following contract year. Such funds shall not lapse upon the expiration of the Agreement and shall be available to be expended for their intended purpose.~~

- (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.

FOR THE WORKFORCE COUNCIL: ThomasC.Austin Jr.
ThomasC.Austin Jr. (Apr 11, 2022 16:48 EDT)

FOR THE UNION: Dm
Diedre Murch (Apr 11, 2022 16:42 EDT)

DATE: Apr 11, 2022

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Tentative agreement between Workforce Council and 1199

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.

The effective dates of all contract terms set forth under Article 13 of this Agreement are subject to legislative and CMS approvals.

A) 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:

~~The following rates apply to individuals not covered by paragraph B:~~

~~The minimum PCA rate shall increase, and all employees below this rate shall be increased accordingly to the Program minimums:~~

Effective 4/1/18:	\$14.75
Effective 7/1/18:	\$15.00
Effective 1/1/19:	\$15.25
Effective 7/1/19:	\$15.50
Effective 1/1/20:	\$15.85
Effective 7/1/20:	\$16.25

Effective upon legislative and CMS approval	\$17.25
Effective 7/1/2022	\$17.75
Effective 1/1/2023	\$18.25

~~B) 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:**

~~The following rates apply to Hourly Respite Workers and Companions:~~

Tentative agreement between Workforce Council and 1199

~~Eff. April 1, 2018: Minimum for Hourly Respite Workers and Companions is increased to \$14.50 and all employees below this rate shall be increased accordingly to the Program minimums.~~

~~Eff. January 1, 2019: Minimum for Hourly Respite Workers and Companions is increased to \$14.75 and all employees below this rate shall be increased accordingly to the Program minimums.~~

Tentative agreement between Workforce Council and 1199

~~Eff. July 1, 2019: Minimum for Hourly Respite Workers and Companions is increased to \$15.00 and all employees below this rate shall be increased accordingly to the Program minimums.~~

Effective upon legislative and CMS approval	\$16.30
Effective 7/1/2022	\$16.72
Effective 1/1/2023	\$17.25

C) No Cap on Wage Ranges

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

~~D) General Wage Increases for Employees at \$15.00/hr and Above (excludes employees covered under Section A)~~

~~The following OWIs apply to all other rates not otherwise specified in this Article:~~

~~Eff. — April, 2018:~~

~~Eff. Jan. 1, 2019:~~

~~Eff. July 1, 2019:~~

~~Eff. July 1, 2020:~~

~~Eff. Jan. 1, 2021:~~

Tentative agreement between Workforce Council and 1199

D) General Wage Increases only apply to individuals making more than the minimum rates as described in sections A and B 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.

Eff. Upon legislative and CMS approval: 2% for all hourly wage workers and 4% for Per Diem workers.

Eff. July 1, 2022: 2% for all hourly wage workers and 4% for Per Diem workers.

E) Lump Sums

~~Eff. July 1, 2018: Employees who previously received lump sum payments in lieu of wage increases shall have said lump sum payments added to their hourly base wage prior to receiving their respective wage increases as set forth in this Agreement.~~

Eff. 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 (6) percent 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.

F) 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:

Tentative agreement between Workforce Council and 1199

Effective Date	Percentage Increase	New Minimum Rate
April, 2018	1.5%	\$32.54
July 1, 2018	1.5%	\$33.03
July 1, 2019	1.5%	\$33.53
July 1, 2020	1.5%	\$34.03
January 1, 2021	0.5%	\$34.20

Effective Date	GWI % Increase	New Minimum Rate
Effective 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

ILST's 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 D, above.

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

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

G) Per Diems

Per Diems shall receive the GWI as set forth in Section D, above.

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 state minimum** rate of \$10.10. 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. The "sleeper" rate shall increase according to the following schedule:

Effective Date	Percentage Increase	New Rate
April, 2018	1.5%	\$10.25
July 1, 2018	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

Tentative agreement between Workforce Council and 1199

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 D above.

FOR THE WORKFORCE COUNCIL: ThomasC.Austin Jr.
ThomasC.Austin Jr. (Apr 11, 2022 16:48 EDT)

DATE: Apr 11, 2022

FOR THE UNION: *DM*
Diedre Murch (Apr 11, 2022 16:42 EDT)

DATE: Apr 11, 2022

Tentative agreement between Workforce Council and 1199

(New) ARTICLE 13A 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 provides 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:

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.

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.

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

Tentative agreement between Workforce Council and 1199

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.

FOR THE WORKFORCE COUNCIL: ThomasC.Austin Jr.
ThomasC.Austin Jr. (Apr 11, 2022 16:48 EDT)

FOR THE UNION: Diede Murch
Diede Murch (Apr 11, 2022 16:42 EDT)

DATE: Apr 11, 2022

DATE: Apr 11, 2022

Tentative agreement between Workforce Council and 1199

ARTICLE 22- DURATION

- A) This Agreement shall be effective July 1, ~~2016~~ 2021 and shall expire on June 30, ~~2021~~ 2023.
- ~~B) On or after July 1, 2018, this Agreement shall be reopened for the purpose of negotiating substantive language changes on the following subjects: Referral Database; Union Business Leave; and Electronic Payroll. Additional language may be submitted for negotiation by mutual agreement of the parties. Either party may initiate bargaining to commence sixty (60) days prior to July 1.~~
- ~~B) C) The parties agree to commence bargaining a successor Agreement between September 1, 2020 2022 and October 1, 2020 2022 absent mutual agreement to a different time period.~~

FOR THE WORKFORCE COUNCIL: ThomasC.Austin Jr.
ThomasC.Austin Jr. (Apr 11, 2022 16:48 EDT)

FOR THE UNION: Diedre Murch
Diedre Murch (Apr 11, 2022 16:42 EDT)

DATE: Apr 11, 2022

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Tentative agreement between Workforce Council and 1199

New Article: Paid Time Off (PTO)

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

1. 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.
2. 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.
3. 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.
4. 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.

Tentative agreement between Workforce Council and 1199

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

FOR THE WORKFORCE COUNCIL: ThomasC.Austin Jr.
ThomasC.Austin Jr. (Apr 11, 2022 16:48 EDT)

FOR THE UNION: Dm
Diedre Murch (Apr 11, 2022 16:42 EDT)

DATE: Apr 11, 2022

DATE: Apr 11, 2022

**SUPERSEDEDENCE APPENDIX
PCA WORKFORCE COUNCIL AND
NEW ENGLAND HEALTH CARE EMPLOYEES UNION, DISTRICT 1199 SEIU
EFFECTIVE JULY 1, 2021 TO 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.

OFFICE OF POLICY AND MANAGEMENT
Cost Estimate of Contract
Dated April 20, 2022

Bargaining Unit: PCA Workforce Council and New England Healthcare Employees Union, District 1199, SEIU
 Period of Contract: July 1, 2021 through June 30, 2023

<u>Fiscal Year 2021-2022</u>	2021-2022	2022-2023	Annualized
(1) Increase Adult Companion/Respite Min Wage to \$16.30	\$20,123	\$81,610	\$81,610
(2) Adult Companion/Respite GWI 2%	\$16,315	\$66,165	\$66,165
(3) Independent Living Skills Trainer Min Wage to \$35.20	\$5,435	\$22,042	\$22,042
(4) Independent Living Skills Trainer GWI 2%	\$25,686	\$104,171	\$104,171
(5) Increase PCA Wage to \$17.25	\$260,881	\$1,058,015	\$1,058,015
(6) PCA GWI 2%	\$643,880	\$2,611,291	\$2,611,291
(7) Daily GWI 4%	\$35,068	\$142,222	\$142,222
(8) Increase Adult Companion/Respite Sleeper Min Wage to \$13.00	\$2,547	\$2,791	\$2,791
(9) Adult Companion/Respite Sleeper GWI 2%	\$1,362	\$5,524	\$5,524
(10) Lump Sum		\$9,634,990	\$0
(11) Premium Assistance		\$5,118,588	\$0
(12) Orientation and Training	\$750,000	\$0	\$0
SUBTOTAL AGREEMENT ITEMS - 1st YEAR	\$1,761,296	\$18,847,411	\$4,093,832
<u>Fiscal Year 2022-2023</u>	2021-2022	2022-2023	Annualized
(1) Increase Adult Companion/Respite Min Wage to \$16.72		\$29,385	\$29,385
(2) Adult Companion/Respite GWI 2%		\$64,631	\$64,631
(3) Increase Adult Companion/Respite Min Wage to \$17.25		\$20,907	\$42,395
(4) Independent Living Skills Trainer GWI 2%		\$104,419	\$104,419
(6) Increase PCA Wage to \$17.75		\$560,958	\$560,958
(7) PCA GWI 2%		\$2,596,725	\$2,596,725
(8) Increase PCA Wage to \$18.25		\$296,488	\$601,211
(9) Daily GWI 4%		\$142,561	\$142,561
(10) Increase Adult Companion/Respite Sleeper Min Wage to \$14.00		\$1,076	\$1,076
(11) Increase Adult Companion/Respite Sleeper Min Wage to \$15.00		\$414	\$5,490
(13) Adult Companion/Respite Sleeper GWI 2%		\$5,537	\$5,537
(14) PTO		\$2,029,274	\$2,029,274
(14) Premium Assistance		\$10,233,437	\$10,233,437
(15) Orientation and Training		\$750,000	\$0
SUBTOTAL AGREEMENT ITEMS - 2nd YEAR	\$0	\$16,835,812	\$16,417,099
TOTAL ESTIMATED COST	\$1,761,296	\$35,683,223	\$20,510,931
State Funded Items	\$750,000	\$750,000	
Items With Federal Match	\$1,011,296	\$34,933,223	\$20,510,931
DSS Share	69%	\$702,634	\$24,271,078
DSS State Medicaid Share	44%	\$309,159	\$10,679,274
DSS 100% State Funded		\$521,089	\$521,089
Total DSS Estimated State Expenditures		\$830,247	\$11,200,363
DDS Share	31%	\$308,663	\$10,662,145
DDS 100% State Funded		\$228,911	\$228,911
Total DDS Estimated State Expenditures		\$537,574	\$10,891,057
Total State Expenditures		\$1,367,822	\$22,091,420
			\$12,530,547