

STIPULATED AGREEMENT
in the matter of
PERSONAL CARE ATTENDANT WORKFORCE COUNCIL

And
NEW ENGLAND HEALTHCARE EMPLOYEES UNION DISTRICT 1199,
SEIU

Class Action Grievance
Filed On January 6, 2023 RE: Paid Time Off

The Office of Labor Relations on behalf of the Personal Care Attendant Workforce Council (hereinafter referred to as the Council), the New England Health Care Employees Union District 1199 (hereinafter referred to as the Union) hereby agree as follows.

1. To resolve the Class Action grievance filed on January 6, 2023, by the Union alleging that PCAs do not have the ability to use PTO, it is hereby agreed that this grievance is withdrawn and the Union will neither file any action related to the provision of PTO nor support or defend any grievance and/or action as relating to PTO until such time as the new Fiscal Intermediary (FI) can process, account for and pay out the PTO for eligible PCAs and the Union is so notified by the Council. (See Article 20); and the Union will not submit any request for PTO and/or payment associated with PTO to any FI until such time as a new FI has been on-boarded and the Union has been notified by the Council that the new FI has the ability to account for use of PTO for all eligible PCAs and process and make associated payments. Furthermore, the following is hereby agreed to.
 - a. That PCAs will receive on the Monday prior to the Juneteenth Holiday, a payment of Two Hundred and Fifty (\$250) Dollars per consumer-employer. This payment offers PCAs the ability to take time-off and have ready use of funds to compensate themselves.
 - b. This \$250 payment will be subject to all tax related deductions in accordance with applicable law but shall not be subject to any deduction for Union dues.
 - c. The effective date for a PCA to commence PTO accrual is December 16, 2022.
 - d. A PCA must be an "active PCA" in order to be eligible to receive the \$250 payment. "Active PCA" is defined as any PCA who has been paid at least once for service to a Consumer-Employer on a payroll process date between December 23, 2022 and May 12, 2023 and who is listed on the same Consumer-Employer's care plan on the date of payment, unless

separated from employment due to the Consumer-Employer's death or admission to a qualified institution. Qualified Institution is defined as an acute care hospital, chronic disease hospital, nursing home or Intermediate Care Facility (ICF).

- e. PCAs will continue to accrue PTO per the current contract during the time from execution of this stipulated agreement to a new FI being able to account for, process and pay PTO for all eligible PCAs, and that PTO shall be available to them once a new FI has been on-boarded and has the ability to account for, process and pay PTO for all eligible PCAs.
 - f. There will only be one (1) special payroll the week of Juneteenth. This special payroll will be solely designated for the issuance of the \$250.
 - g. The Union agrees to encourage its PCA members to refrain from requesting PTO, PTO payments or information regarding PTO from the FIs until it is appropriate to make such a request as provided in paragraph 1 of this stipulated agreement.
 - h. All terms of Article 20 of the collective bargaining agreement not specifically referred to or amended by this stipulated agreement remain in effect.
2. In addition to what is set forth in paragraphs a-g above it is further agreed that;
- a. A second round of Premium Assistance applications will be accepted up to and including April 7, 2023, for payment on May 1, 2023. The FI will send at least one (1) additional communication to PCAs and Consumer-Employers via electronic mail and robocall to those PCAs who do not have emails. (Robocall is an Allied only communication), and the Union will issue at least two (2) additional communications to PCAs. Communications from The FIs and the Union will include the following information at a minimum: (1) the new application deadline, (2) a statement that you may apply for the May 1, 2023 payment if you have not previously applied, or if you feel you were denied in error, or if you did not receive the initial stipend issued March 13, 2023, (3) the dates of the Special Enrollment Period (SEP) for Access Health CT. Written communications shall be issued in English and Spanish.
 - b. The Union acknowledges that the one-time SEP for PCAs was established by Access Health CT via extraordinary measures and,

therefore, the Union will not request an extension of the existing SEP or the establishment of an additional SEP.

- c. All terms of Article 19 of the collective bargaining agreement not specifically referred to or amended by this stipulated agreement remain in effect.
3. In signing this Agreement, the Union acknowledges that it freely and voluntarily entered into this agreement without duress, intimidation, undue influence or any threatened loss of benefit. The Union acknowledges that it read and fully understands the contents, meaning, intent and implications of the Agreement.
4. The Union agrees not to file or pursue any legal action against the Council in any forum as a result of this Agreement, except to enforce the terms of this Agreement.
5. This Agreement shall not serve as precedent or past practice in any pending or future dispute or labor negotiation between the parties and shall not be admissible as evidence in any hearing or contested case proceeding except to enforce this Agreement.
6. This Agreement does not constitute an admission of any contractual violation.
7. The above referenced grievance shall be considered resolved and withdrawn.

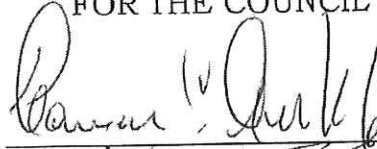
FOR THE UNION



Rob Baril, President

Date March 14, 2023

FOR THE COUNCIL



Date 3/15/2023

Thomas C. Justina



3/15/23

Claudio W. Gualtieri
Chair, WFC