

STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

Office of Labor Relations

2024 MAR -5 AM 10:52

OFFICE OF THE HOUSE CLERK
FREDERICK J. JORTNER CLERK

March 5, 2024

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 from July 1, 2023 through June 30, 2026.

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 Krayski
Undersecretary for Labor Relations

Jonathan Dach, Chief of Staff, Office of the Governor
Jeffrey Beckham, 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



STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

Office of Labor Relations

March 5, 2024

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

OFFICE OF
THE SENATE CLERK
ROOM 205, STATE CAPITOL
HARTFORD, CT 06106
3-5-2024
TJK

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TENTATIVE AGREEMENT

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 in closed proceedings and on a flexible basis, but not less than quarterly, at mutually convenient times and locations. All meeting locations, including virtual meetings, shall be fully accessible to the LMC members and any mutually agreed upon attendees. The LMC shall consist of a ~~minimum~~ maximum of five (5) designated Council representatives and five (5) designated Union representatives. Each side shall have a maximum of five (5) designated alternates. Committee members and alternates shall be identified by July 1 of each year, and committee members and alternates can be replaced as needed throughout the year with at least seven (7) days' written notice. The meeting dates for the following state fiscal year will be established prior to July 1 of each year. Established meeting dates can be modified by mutual agreement.

Guests for LMC meetings must be mutually agreed upon prior to the LMC meeting and the party inviting the guest must provide the other party with the guest's name, affiliation, and reason for their attendance at the LMC meeting. Any guests attending a LMC meeting shall not be counted as a representative from either party.

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 by either the Workforce Council or the Union, depending on who they are appearing on behalf of 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.

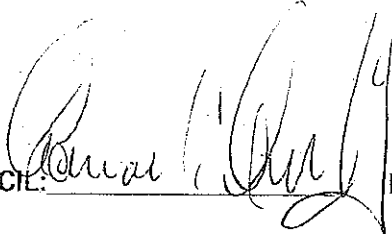
Section Four. PCAs participating in the LMC process must provide his/her Consumer-Employer(s) with not less than two (2) weeks advance notice of any expected absence attributable to the LMC so that the Consumer-Employer can make arrangements for PCA services.

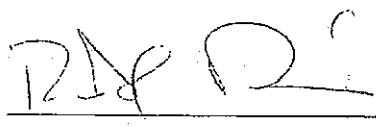
Section Five. The LMC may establish subcommittees as needed and bring in outside

TENTATIVE AGREEMENT

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.

FOR THE WORKFORCE COUNCIL:  DATE 2/9/2024

FOR THE UNION:  DATE 2/9/2024

TENTATIVE 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's electronic signature appearing on the form.

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. Unless mutually agreed upon in writing by the parties, any informal discussion shall not delay the timeline to file a grievance at Step One.

B) ~~Step Two One: Formal Grievance:~~ If the grievance is not resolved at Step One If the parties are unable to resolve a contractual issue informally, the Union representative shall reduce the grievance to writing in a mutually agreed upon format, including which shall include the following information: 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; 5) the name, address and phone number of the grievant and the consumer-employer; and 6) any and all available supporting documentation.

All grievances shall be signed by the Union in accordance with Article 10, Section 3. For a PCA to submit a grievance on their own behalf, it must include a signed waiver of Union representation. If a waiver is not included, then the Grievance shall not be accepted by the Council.

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 electronically to PCACouncil@ct.gov.~~

TENTATIVE AGREEMENT

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~~ One.

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~~ Two: Arbitration. If the grievance is not resolved at Step ~~Two~~ One, the Union may:

1. Within fifteen (15) working days of receipt of the written Step ~~Two~~ One response, or, in the absence of a written Step ~~Two~~ One 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~~ One. 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.

TENTATIVE AGREEMENT

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.

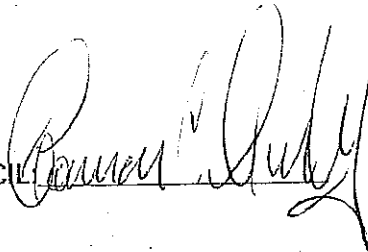
8. The conferences of the dispute resolution procedure including arbitration shall be closed to the public unless the parties mutually agree otherwise.

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.

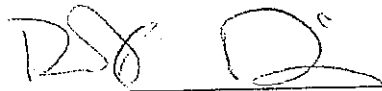
FOR THE WORKFORCE COUNCIL



DATE

2/9/2024

FOR THE UNION:



DATE

2/9/2024

TENTATIVE AGREEMENT

ARTICLE 11 - TRAINING AND ORIENTATION

Section One.

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 and provided by accredited institutions or approved adult education programs listed in the State of Connecticut Adult Education Provider Directory. Tuition support and adult education shall not be provided for any skill that PCAs are prohibited from performing in their capacity as a PCA by Medicaid law, state statute and regulation, and/or Medicaid program rules and policies as approved by CMS and the State Medicaid agency. ~~Courses eligible for tuition reimbursement may be modified no more than every six months as approved by the Council. 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) A) Effective July 1, 2023 ~~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.

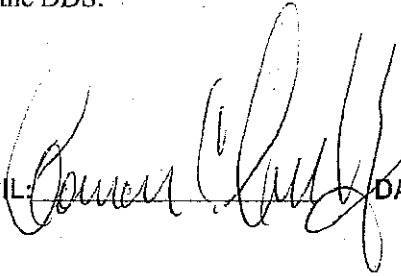
C) B) Applicable to funding allocated for July 1, 2023 ~~2022~~ and thereafter: Unobligated balances cannot be carried forward to the next state fiscal year. Any unobligated balance at the end of the state fiscal year shall revert to the state's general fund.

Section 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~~ direct support professionals' required training program administered by the Department of Developmental

TENTATIVE AGREEMENT

Services for PCAs. The requirements and procedures of PCA participation in this program shall remain in effect as determined by the DDS.

FOR THE WORKFORCE COUNCIL:



DATE

2/9/2024

FOR THE UNION:



DATE

2/9/2024

TENTATIVE AGREEMENT

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~~ Within 45 days of 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

Effective Date	Hourly Wage
<u>45 days after legislative and CMS approval: Increase of \$1.75</u>	\$20.00
<u>July 1, 2024</u>	\$20.50
<u>January 1, 2025</u>	\$21.50
<u>July 1, 2025</u>	\$22.00
<u>January 1, 2026</u>	\$23.00

~~*Includes GWI~~

TENTATIVE AGREEMENT

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

Upon Within 45 days of 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

Effective Date	Hourly Wage
45 days after legislative and CMS approval: Increase of \$1.00	\$18.25
July 1, 2024	\$18.75
January 1, 2025	\$19.25
July 1, 2025	\$19.75
January 1, 2026	\$20.25

*Includes GWI

Section Three. No Cap on Wage Ranges.

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

TENTATIVE AGREEMENT

Section Four. General Wage Increases.

Individuals making more than the minimum rates as described in Sections One and Two for the years of the contract receive the GWI 45 days after legislative and CMS approval and each July 1st through the duration of this contract.

~~Upon~~ Within 45 days of 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%
Effective Date	Hourly Wage workers	Daily Per Diem Rates
<u>45 days after legislative and CMS approval</u>	<u>2.5%</u>	<u>4%</u>
July 1, 2024	<u>2.5%</u>	<u>4%</u>
July 1, 2025	<u>2.5%</u>	<u>4%</u>

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 Five. Longevity Bonus

- a. Effective upon legislative approval and CMS approval: PCAs who are covered by this agreement and who have been employed and have actively worked for the same

TENTATIVE AGREEMENT

consumer-employer starting no later than April 1, 2024, and have been continuously employed by the same consumer-employer through March 31, 2026, will be eligible for a one-time bonus to be issued the week of May 18, 2026. The amount of the bonus to be issued to an eligible PCA is dependent on weekly hours worked on an annualized basis. Those PCAs who have worked twenty (20) hours or less per week (annualized) will receive a one-time bonus of \$400.00. PCAs who have worked twenty-one (21) hours or more per week (annualized) will receive a one-time bonus of \$800.00. To be eligible for a longevity bonus payment a PCA must be employed and actively working for the same consumer-employer on May 18, 2026 that the PCA worked for from April 1, 2024, through March 31, 2026. If a consumer-employer dies or moves to an institution after March 31, 2026, but before the day the bonus is issued (the week of May 18, 2026) and the PCA meets all other eligibility requirements, the PCA will still receive the bonus payment. Furthermore, PCAs will be eligible to earn a longevity bonus under each consumer-employer for whom they work provided that the PCA meets all eligibility criteria described herein for each consumer-employer.

- b. Service Credit for Longevity - As a general rule, a PCA may have up to three months of non-pay status in a state fiscal year due to the hospitalization, institutionalization or Medicaid spenddown status of the consumer-employer under whom the benefit is being earned, counted towards the total length of creditable service for the purposes of determining eligibility for longevity. Time in non-payment status exceeding three months shall not count towards longevity eligibility, with the exception of a spend down period that exceeds three months ending prior to March 31, 2026 and the PCA resumes employment for that same consumer employer prior to March 31, 2026. A PCA's absence due to use of PTO provided under this Agreement or other federal or state protected leave entitlement a PCA is eligible for shall be counted as time worked for the purposes of calculating longevity. The actual number of hours worked plus the number of hours taken as PTO shall be used to calculate whether the PCA worked, on average, twenty (20) hours per week or less, or if the PCA worked, on average, twenty-one (21) hours per week or more for each consumer-employer.
- c. This entire Article and the implementation of all provisions, therein, shall be interpreted to apply per consumer-employer. No part of this Article shall be applied or be interpreted to apply across consumer-employers.

TENTATIVE AGREEMENT

- d. All bonus payments will be subject to state and federal taxes as well as supplemental pay taxes and normal payroll withholdings. No union dues will be deducted from any bonus issued pursuant to Section Five of Article 13 of this agreement.

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

Effective Date	Percentage Increase	New Min Rate
45 days after legislative and CMS approval	2.5% GWI	\$36.80
July 1, 2024	2.5% GWI	\$37.72
July 1, 2025	2.5% GWI	\$38.66

ILSTs already earning above the minimum rate on the date of legislative and CMS approval shall receive a 2.5% GWI increase as defined in Section Six, above.

On July 1, ~~2022-2024~~ and 2025 ILSTs shall receive the ~~2.0%~~ 2.5% GWI as set forth in Section Six, above.

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

TENTATIVE AGREEMENT

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":

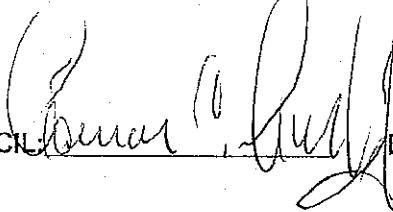
During periods where the Consumer is sleeping, the PCA shall be paid the hourly State Minimum rate. This "sleeper" rate shall remain for the term of the Collective Bargaining Agreement unless modified pursuant to Article 22.

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.


FOR THE WORKFORCE COUNCIL



DATE

2/9/2024

FOR THE UNION:



DATE

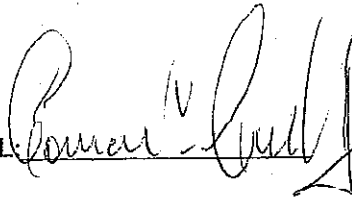
2/9/2024

TENTATIVE AGREEMENT

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, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

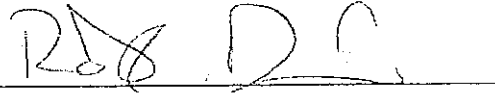
FOR THE WORKFORCE COUNCIL:



DATE

2/9/2024

FOR THE UNION:



DATE

2/9/2024

TENTATIVE AGREEMENT

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 annual 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 ~~seven (7)~~ six (6) percent of their pay, as calculated per individual Consumer-Employer on an ~~semi-annualized~~ basis, up to an annual maximum amount of \$5,000 for healthcare premium assistance. Such proof of HUSKY and Covered CT denial shall be comprised of a written eligibility determination up to and including the signature line of a determination letter issued by an entity authorized to determine Medicaid and Covered CT eligibility or the complete eligibility determination notice issued by the designated State Medicaid Agency and dated on or after April 1st and no later than September 15th and submitted to the entity designated by the Council, between April 1st and September 15th of each application year. 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. Annual payments shall be made on the pay date immediately following October 1st of each year. The payment shall be calculated based on the average annual PCA earnings per individual Consumer Employer in the prior twelve (12) months 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, q-Qualifying PCAs shall receive their premium assistance payments contributions on an ~~semi-annual~~ basis based on the PCA's annualized earnings as calculated per individual Consumer-Employer for the previous twelve (12) ~~six (6)~~ months.~~
3. PCAs covered by this agreement must be employed and actively working for the same individual Consumer-Employer for whom the benefit was earned on the day the premium assistance ~~contribution~~ payment is issued.

TENTATIVE AGREEMENT

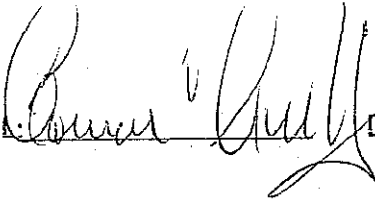
4. ~~C)~~ New hires after the date of legislative and CMS approval of the Agreement have a six (6) month waiting period and shall not be eligible for a premium assistance payment under that employer until six (6) months ~~has~~ have been worked and payment shall be made on the following ~~semi~~-annual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

5. ~~D)~~ Those PCAs who qualify for the assistance described in paragraphs (A) and (B) of this Article ~~section~~, shall receive the assistance in the form of an electronic deposit "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.

C) Notices.

The Workforce Council and the Union shall each provide at least one written notification to PCAs in April of each year. Such notifications shall include at a minimum the health care premium assistance application dates and application filing requirements.

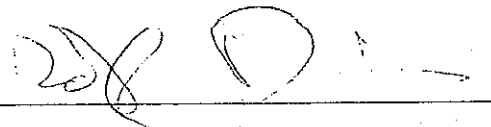
FOR THE WORKFORCE COUNCIL:



DATE

3/9/2024

FOR THE UNION:



DATE

2/4/2024

TENTATIVE AGREEMENT

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 .033 ~~.025~~ hours per every hour worked up to a maximum of ~~40~~ 50 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 non-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 eConsumer eEmployers: 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 58 ~~73~~ days worked up to a maximum of six and one-quarter (6.25) ~~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 50 ~~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 100 ~~80~~ hours of PTO in a state fiscal year is reached. 24-hour Per Diem

TENTATIVE AGREEMENT

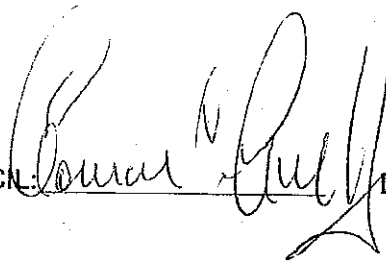
employees may carry over up to 5 days of unused PTO into the upcoming state fiscal year, not to exceed a total of 10 days of PTO in any given state fiscal year. 24-hour Per Diems will stop accruing PTO once the maximum accumulation of 10 days of PTO in a state fiscal year is reached.

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.

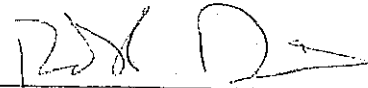
FOR THE WORKFORCE COUNCIL:



DATE

9/9/2024

FOR THE UNION:



DATE

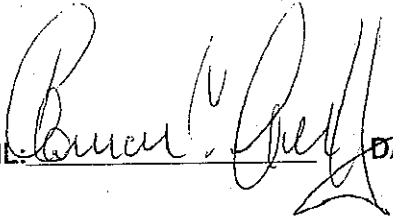
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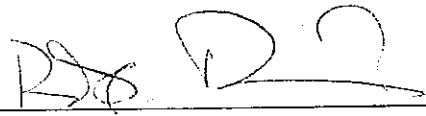
TENTATIVE AGREEMENT

ARTICLE 24 - DURATION

Section One. This Agreement shall be effective July 1, ~~2021~~ 2023 and shall expire on June 30, ~~2023~~ 2026.

Section Two. The parties agree to commence bargaining a successor Agreement between September 1, ~~2022~~ 2025 and October 1, ~~2022~~ 2025 absent mutual agreement to a different time period.

FOR THE WORKFORCE COUNCIL:  DATE 2/9/2024

FOR THE UNION:  DATE 2/9/2024

SIDE LETTER 3 - SUPERSEDEENCE APPENDIX

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

July 1, 2023 - June 30, 2026

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. 1	C.G.S. §17b-343
GWI for PCAs	Article 13 Sec. 4	C.G.S. § 17b-343
Increase in the Minimum Rates: Hourly Respite and Companions	Article 13 Sec. 2	C.G.S. § 17b-343
Longevity Bonus	Article 13 Sec. 5	C.G.S. § 17b-343
ILST Receive GWI's	Article 13 Sec. 6	C.G.S. § 17b-343
Daily Per Diem Rates	Article 13 Sec. 7	C.G.S. § 17b-343
Holiday Pay	Article 14	C.G.S. § 17b-343
Paid Time Off (PTO)	Article 20	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.

SIDE LETTER 4

SIDE LETTER REGARDING HEALTH CARE PREMIUM ASSISTANCE

QUALIFYING LIFE EVENTS

The Workforce Council (Council) and SEIU 1199NE (Union) agree to convene a workgroup on or before June 30, 2024, consisting of a maximum of five (5) Council representatives and five (5) Union representatives to study the feasibility of adding a qualifying life event exception to Article 19, Health Premium Assistance, of the Collective Bargaining Agreement. Any definition of qualifying life events shall align with the definitions of such events as provided by Connecticut's Health Insurance Exchange. This workgroup shall conclude its work by October 31, 2024.

It is understood and acknowledged that any language and/or initiative that is suggested by the above referenced workgroup is not binding on the State of Connecticut and/or the Workforce Council to support or offer to any entity charged with considering and/or adopting such initiative.

SIDE LETTER 5

Administrative Meetings

SIDE LETTER OF AGREEMENT

BETWEEN

PCA WORKFORCE COUNCIL AND NEW ENGLAND HEALTH CARE EMPLOYEES

UNION, DISTRICT 1199, SEIU

July 1, 2023 – June 30, 2026

At least two representatives of the PCA Workforce Council with decision-making authority related to the transition to the new fiscal intermediary will meet once per month with staff from the Union who possess decision making authority to discuss systemic, administrative level matters related to the transition to the new fiscal intermediary. Attendance at the meetings will be limited to staff from OPM, DSS, DDS who have a role in the FI transition and 1199. These meetings shall be convened in the months of March, May and June and will be no longer than one hour in duration unless by mutual agreement of all parties, with a set agenda developed by the Union and circulated to all meeting invitees 48 working hours in advance of the meeting. Additionally, the first thirty minutes of Labor Management Committee meetings scheduled for April 11, 2024 and July 11, 2024 shall be reserved for discussion of the FI transition. Chairs of the Labor Management Committee may jointly agree to adjusting the Labor Management Committee agendas for April and July as necessary and in accordance with Article 9 of the Collective Bargaining Agreement.

SIDE LETTER 6

**MyCTSAvings Workgroup
SIDE LETTER OF AGREEMENT**

BETWEEN

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

July 1, 2023 – June 30, 2026

In the event that State legislation is not passed in the 2024 legislative session that will allow consumer-employers who employ 1199 Personal Care Attendants (PCAs) to participate in the Connecticut Retirement Security Program, publicly referred to as "MyCTSAvings", as authorized in Connecticut General Statute Section 31-416(6) (as amended by Public Act 22-118) and permit the PCAs to participate in the MyCTSAvings program, a workgroup comprised of representatives from the Office of Policy and Management, Department of Developmental Services, Department Social Services and 1199 Staff will be convened on or before June 30, 2024. The purpose of this workgroup will be to debrief on the legislative session and explore next steps in evaluating the feasibility of this goal. The workgroup shall conclude its work by September 30, 2024.

The Workgroup shall have no authority to bind the State of Connecticut and/or the PCA Workforce Council to support and or offer any legislation proposed by the workgroup.

OFFICE OF POLICY AND MANAGEMENT
Cost Estimate of Contract
Dated March 4, 2024

Bargaining Unit: New England Health Care Employees Union, District 1199, SEIU (Personal Care Attendant Union)
 Period of Contract: July 1, 2023 through June 30, 2026

Total Annual Wages All Funds: \$180,667,524
 Total Value of Fringe Benefits: \$0

Average Full Time All Funds:	Annualized Basis				
	Increase				
	<u>Salary</u>	<u>Wage</u> <u>Increases</u>	<u>Paid Time Off</u>	<u>Other</u>	<u>Total</u>
Prior to New Contract:	\$180,667,524				
1st Year Contract: 2023-2024	\$10,861,571	3.82%	12.66%	1.43%	17.91%
2nd Year Contract: 2024-2025	\$25,938,644	4.58%	0.00%	1.21%	5.79%
3rd Year Contract: 2025-2026	\$43,871,701	4.66%	5.29%	22.21%	32.16%

COMPENSATION SUMMARY

All Funds	Prior to <u>Agreement</u>	Financial Impact			<u>Annualized</u>
		<u>1st Year</u> 2013-2014	<u>2nd Year</u> 2014-2015	<u>3rd Year</u> 2015-2016	
Total Wages and Related Items	\$180,667,524	\$10,861,571	\$25,938,644	\$43,871,701	\$47,590,347
Fringe Benefits					
Value of Current Items	\$0	\$0	\$0	\$0	\$0
Arbitrated Improvements					
TOTAL WAGES AND BENEFITS	\$180,667,524	\$10,861,571	\$25,938,644	\$43,871,701	\$47,590,347

Analysis of CSEA-SEIU Local 2001 (Child Care Union) Contract

OFFICE OF POLICY AND MANAGEMENT
 Cost Estimate of Contract
 Dated March 4, 2024

	All Funds Requirement			
	2023-2024	2024-2025	2025-2026	Annualized
<u>Fiscal Year 2023-2024</u>				
(1) Adult Companion/Respite GWI Increase	\$27,188	\$43,335	\$43,335	\$43,335
(2) Independent Living Skills Trainer GWI Increase	\$24,438	\$38,952	\$38,952	\$38,952
(3) PCA GWI Increase	\$598,779	\$954,386	\$954,386	\$954,386
(4) Adult Companion/Respite Min Increase	\$29,457	\$59,075	\$59,075	\$59,075
(5) Independent Living Skills Trainer Min Increase	\$30,321	\$60,808	\$60,808	\$60,808
(6) PCA Min Increase	\$6,196,373	\$12,426,792	\$12,426,792	\$12,426,792
(7) Paid Time Off	\$1,375,277	\$1,371,520	\$1,371,520	\$1,371,520
(8) Holiday Pay	\$769,894	\$767,790	\$767,790	\$767,790
(9) Premium Assistance	\$1,809,845	\$1,804,900	\$1,804,900	\$1,804,900
SUBTOTAL AGREEMENT ITEMS - 1st YEAR	\$10,861,571	\$17,527,556	\$17,527,556	\$17,527,556
<u>Fiscal Year 2024-2025</u>				
(1) Adult Companion/Respite GWI Increase		\$68,554	\$68,554	\$68,554
(2) Independent Living Skills Trainer GWI Increase		\$36,778	\$36,778	\$36,778
(3) PCA GWI Increase		\$4,434,686	\$4,434,686	\$4,434,686
(4) Adult Companion/Respite Min Increase		\$16,686	\$33,649	\$33,649
(5) Independent Living Skills Trainer Min Increase		\$0	\$0	\$0
(6) PCA Min Increase		\$3,582,719	\$7,224,819	\$7,224,819
(7) Daily GWI Increase		\$126,125	\$126,125	\$126,125
(8) Adult Companion/Respite Sleeper GWI Increase		\$14,058	\$14,058	\$14,058
(9) Holiday Pay		\$84,294	\$84,294	\$84,294
(10) Premium Assistance		\$47,188	\$47,188	\$47,188
SUBTOTAL AGREEMENT ITEMS - 2nd YEAR		\$8,411,088	\$12,070,151	\$12,070,151
<u>Fiscal Year 2025-2026</u>				
(1) Adult Companion/Respite GWI Increase			\$69,738	\$69,738
(2) Independent Living Skills Trainer GWI Increase			\$40,625	\$40,625
(3) PCA GWI Increase			\$4,452,005	\$4,452,005
(4) Adult Companion/Respite Min Increase			\$17,755	\$35,804
(5) Independent Living Skills Trainer Min Increase			\$0	\$0
(6) PCA Min Increase			\$3,640,261	\$7,340,857
(7) Daily GWI Increase			\$206,846	\$206,846
(8) Paid Time Off			\$85,757	\$85,757
(9) Holiday Pay			\$48,007	\$48,007
(10) Longevity			\$5,598,000	\$5,598,000
(11) Financial Management Support			\$15,000	\$15,000
(12) Benefits Navigator			\$100,000	\$100,000
SUBTOTAL AGREEMENT ITEMS - 3rd YEAR			\$14,273,994	\$17,992,639
TOTAL ESTIMATED COST		\$10,861,571	\$25,938,644	\$43,871,701
DDS	26%	\$2,773,085	\$6,622,436	\$11,200,953
DSS	74%	\$8,088,486	\$19,316,208	\$32,670,748
Total	100%	\$10,861,571	\$25,938,644	\$43,871,701
DSS State Share	45%	\$3,639,819	\$8,692,294	\$14,701,837
Total Estimated State Expenses ¹		\$6,412,903	\$15,314,730	\$25,902,790

Note: 1. Estimated state share is sum of DDS and DSS state share. Note state gets 50% revenue for DDS expenses.
 2. Fiscal year 2024 increases are included in the FY 2024 budget and fiscal year 2025 increases are included in the Governor's 2025 recommended budget.