

MEMORANDUM OF UNDERSTANDING

The Personal Care Attendant Workforce Council hereinafter referred to as PCA Workforce Council and the New England Health Care Employees Union, District 1199, SEIU hereinafter referred to as the "Union" acting through the Labor Management Committee has agreed to the following procedures concerning the Paid Time Off ("PTO") benefit referred to in Article 18 in the collective bargaining agreement between the parties.

Eligibility

The PTO benefit is offered to all PCA's covered by the collective bargaining agreement between the parties who have worked 390 hours or more during the twenty-six (26) week eligibility look back period and who were employed as of eligibility dates set forth below. Employed is defined as follows:

Employed for purposes of this agreement shall mean actively engaged in PCA work in the home of the employing consumer. This includes periods wherein PCA work is expected to continue, but is temporarily interrupted solely because of circumstances beyond the control of the PCA such as a vacation, schedule, hospitalization or death (within the prior thirty days) of the employing Consumer.¹

Eligibility Periods

To be eligible for the PTO benefit, the PCA must be employed on the last payroll date of the specific eligibility look back period. The eligibility look back periods for the current collective bargaining agreement are as follows:

PTO Benefit Funding Period	26 Week Look Back
January 1, 2014 (\$150,000)	January 1, 2014 to June 30, 2014
July 1, 2014 (\$300,000) (\$150,000 for each look back period)	July 1, 2014 to December 31, 2014 January 1, 2015 to June 30, 2015
July 1, 2015 (\$350,000) (\$175,000 for each look back period)	July 1, 2015 to December 31, 2015 January 1, 2016 to June 30 2016

Qualifying Hours

Qualifying hours will be actual hours worked during the look back periods described above. They shall not include hours that are spent sleeping. The hours shall be calculated for each PCA by each individual consumer that they are employed by. The minimum number of eligible hours for the period shall be 390 per consumer and the maximum total hours for the period shall not go above 1040 per consumer. In order for hours to be eligible for multiple consumers that employ an individual PCA, they must have worked at least 390 hours for each consumer. Examples:

<i>Consumer #1</i>	<i>390 hours</i>	<i>Consumer #2</i>	<i>400 hours</i>	<i>Consumer #3</i>	<i>250 hours</i>
Total Hours Worked 1040			Total Eligible hours for PTO Benefit 790		
<i>Consumer #1</i>	<i>390 hours</i>	<i>Consumer #2</i>	<i>400 hours</i>	<i>Consumer #3</i>	<i>390 hours</i>
Total Hours Worked 1180			Total Eligible hours for PTO Benefit 1180		

¹ COLLECTIVE BARGAINING AGREEMENT July 1, 2013 to June 30, 2016. Article 14 Wages page 16.

Formula for Calculating Benefit

1. The hours of 390 and above per consumer will be totaled to the max of 1040 per consumer. All eligible PCA's total eligible hours worked shall be totaled.
2. Each individual PCA will have their eligible hours worked divided by the total eligible hours worked of the group. This will provide each PCA with the percentage that they will be eligible for.
3. The total funding for the period shall be multiplied by each individual PCA percentage to get the individual PTO award.

EXAMPLE

Funding Period	Percentage	Award
January 1, 2014 (\$150,000)	.05% (458 hrs) (458/1,016,029.50)	67.62 (150,000*.05%)

Payment Dates


26 Week Look Back	Payment Date
January 1, 2014 to June 30, 2014	Sunset Shores: checks mailed July 27th, 2015 Allied: August 7 th or 14 th , 2015
July 1, 2014 to December 31, 2014	Sunset Shores: checks mailed July 27th, 2015 Allied: August 7 th or 14 th , 2015
January 1, 2015 to June 30, 2015	October 16 th or 23 rd 2015
July 1, 2015 to December 31, 2015	March 25 th or April 1 st 2016
January 1, 2016 to June 30 2016	October 21 st or October 28 th 2016

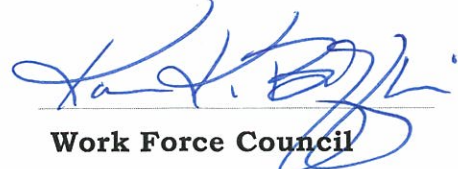
Challenging the amount

A PCA may challenge the allotment through the grievance process, within the time periods established in the collective bargaining agreement. In the event that it is determined if an error is made in an individual calculation, the error will be corrected and adjustments shall be made to all PCA's. Actual adjustments shall be made in the next distribution to insure that the funding levels remain in effect. An example would be if several PCA benefits have to be increased, that will result in other being reduced. In the next distribution, the changes will be added to the benefit calculation to ensure that the appropriated amount remains stable.

The parties agree that this MOA will be used for the term of the current collective bargaining agreement and will become void at the end of that term. The parties agree that for the remaining term of the collective bargaining agreement this will serve as a pilot. The parties acknowledge that this pilot will not be used as evidence in the negotiations in of the successor agreement

ADOPTED by Labor Management Committee on 7/15/15


Union
David W. Pickus,
President


Work Force Council