

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

PCA WORKFORCE COUNCIL

AND NEW ENGLAND HEALTH CARE
EMPLOYEES UNION, DISTRICT 1199 SEIU

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Article 1 - PREAMBLE

New England Health Care Employees Union, District 1199, SEIU and the Personal Care Attendant Workforce Council believe that Consumers should be provided with the highest possible quality of care consistent with the principles of self-determination and self-direction and that Personal Care Attendants (PCAs), Consumers, and their Surrogates should be treated with the highest degree of dignity and respect. It is the Parties intent to promote harmonious and respectful relations that includes the provision of quality, long term personal home care for Consumers and quality jobs for PCAs.

Article 2 - AGREEMENT CLAUSE

This Agreement is entered into by the Personal Care Attendant Workforce Council (hereinafter called the Council or PCA Workforce Council), and the New England Health Care Employees Union, District 1199, SEIU, with its offices at 77 Huyshope Avenue, 1st Floor, Hanford, CT 06106 (hereinafter referred to as the Union), acting herein on behalf of Personal Care Attendants (PCAs), as hereinafter defined in Article 3, Recognition.

Article 3 - RECOGNITION

Section One. The PCA Workforce Council recognizes the New England Health Care Employees Union, District 1199, SEIU, as the exclusive representative of PCAs as certified by the State Labor Board Decision No. 4609 (Case No. SE-29,884) who provide personal care assistance services defined by Public Act 1233 under:

(A) the program for individuals with acquired brained injuries, established pursuant to section 17b-260a of the general statutes;

(B) the personal care assistance program established pursuant to section 17b-605a of the general statutes;

(C) the Connecticut home care program for the elderly, established pursuant to section 17b-342 of the general statutes;

(D) the pilot program to provide home care services to disabled persons, established pursuant to section 17b-617 of the general statutes;

(E) the individual and family support waiver program administered by the Department of Developmental Services;

(F) the comprehensive waiver program administered by the Department of Developmental Services;

(G) any state-funded program that provides services from a personal care attendant.

This recognition is subject to such modifications or clarifications of the unit as the Board or a court may order or to which the parties have otherwise agreed herein.

Section Two. The parties agree that this Agreement shall not apply to personal care attendants who exclusively provide transportation services.

Section Three. Notwithstanding any provision in this Agreement, PCAs shall not be considered state employees and shall be exempt from any and all provisions of the general statutes creating rights, obligations, privileges or immunities to state employees, except as may be provided by P.A. 12-33. The Parties recognize that for all purposes, except collective bargaining, the Consumer/Surrogate is the Employer of Record for any PCA that the Consumer/Surrogate may employ.

Article 4 - ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes and cancels all prior practices and Agreements whether written or oral unless expressly stated to the contrary herein, and constitutes the complete and entire Agreement between the parties and concludes collective bargaining for its term.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Council and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

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, or history of mental disorder.

Article 6 - CONSUMER RIGHTS

1. General Rights

As provided in P.A. 12-33, 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 ranges;
- 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.

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.

Article 7 - UNION RIGHTS

Section One. New Hire Materials. The Union may provide materials regarding union representation, membership, training and orientation to the Fiscal Intermediaries to be included in new hire packets distributed to Consumers for use in connection with the hiring of PCAs. These materials will not exceed four (4) pages in length. Any concerns regarding the content of the provided materials will be resolved prior to inclusion.

Section Two. Website Links. In order to enhance communication between the Parties, the Council agrees to post a link on the home page of its website to the Union's website and the Union agrees to post a link on the home page of its website to the Council's website.

Section Three. Communications to PCAs. With regard to the direct written communication that occurs between a Fiscal Intermediary and a PCA (including but not limited to messages on pay envelopes and pay stubs), the Union, no more than twice per quarter, may provide the Fiscal Intermediary(ies), with information for inclusion in these scheduled mailings. This information will not exceed one (1) page in length. Any concerns regarding the content of the provided materials will be resolved prior to inclusion.

Section Four. The Union will receive electronically on or by the 10th of each month, the following information to the extent it is in the Fiscal Intermediary's data base, or if not, if such information can be obtained without additional cost:

- a. Full Name of PCA
- b. Address(es) of PCA
- c. Phone number(s) of PCA
- d. E-mail address(es) of PCA, if available
- e. Unique PCA ID number
- f. Gender, if available
- g. Support type/job class
- h. Date of birth, if available

Section Five. Union representatives. The Union shall provide the Council with a list of names of authorized Union staff representatives and officers and update those lists as changes are made, but not less than quarterly.

Section Six. The Union will provide sufficient copies of materials that it requests to have distributed by the Fiscal Intermediaries. Any additional postage required due to the distribution of such materials shall be paid by the Union. The Union shall provide the materials to the FI(s) not less than seven (7) days prior to distribution.

Article 8 - WORKFORCE COUNCIL RIGHTS

The Council has the exclusive authority to operate and carry out its mandate as provided in Public Act 12-33 as it may be amended. Except to the extent modified by this Agreement, the Council reserves exclusively, whether exercised or not, all the inherent rights and authority to manage and operate its activities. All rights not specifically granted in this Agreement are reserved solely to the Council and the Council has the sole right to decide and implement its decision regarding such management rights. The exercise or non-exercise of rights retained by the Council shall not be construed to mean that any right of the Council is waived. Nothing contained in this Agreement shall subtract from, modify or otherwise diminish these rights in any manner. Consistent with P. A. 12-33, the Council shall not be liable for any action, including but not limited to any grievance or any prohibited practice proceeding, brought by the Union or any PCA based upon any alleged wrongdoing by a consumer or surrogate.

Article 9 - JOINT LABOR MANAGEMENT COMMITTEE

- A. The Union and the Council shall establish a Labor Management Committee (LMC) to discuss topics of mutual interest.
- B. The Parties agree to establish a LMC that shall meet on a flexible basis, but not less than quarterly, at mutually convenient times and locations. All meeting locations shall be fully accessible to the LMC members and any mutually agreed upon attendees. The LMC shall consist of a minimum of five (5) Council representatives and five (5) Union representatives. 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 at the applicable GSA rate.
- C. 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.
- 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.
- E. The LMC may establish subcommittees as needed and bring in outside 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.
- F. The LMC shall have no authority to change, delete or modify any of the terms of the existing Collective Bargaining Agreement.
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Article 10 - DISPUTE RESOLUTION

1) 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.

2) 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.

3) 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.

4) 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.

B) Step Two: Formal Grievance

If the grievance is not resolved at Step One, the Union representative shall reduce the grievance to writing, including 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.

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.

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.

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: Arbitration:

If the grievance is not resolved at Step Two, the Union may:

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

Article 11 - TRAINING AND ORIENTATION

Section One.

- (a) **Training and Orientation Fund.** In recognition of the parties' mutual commitment to the growth and stability of the PCA program, contributions consistent with the schedule referenced below will be allocated to an interest bearing account established by the State and known as the CT PCA Training and Orientation Fund ("the Fund"). The Fund shall be administered by a committee to be known as the PCA Training Fund Committee (the "Fund Committee"). The Fund monies shall not be comingled in the account with any other funds. The Fund Committee shall consist of no more than six (6) Union members and no more than six (6) management members. The union members may consist of bargaining unit members and/or staff or officers of the Union. The management members may consist of members of the PCA Workforce Council and staff of the departments responsible for administering the programs employing the members of the union.
 - (b) The Fund Committee shall meet not less than quarterly, unless mutually agreed by the members of the Fund Committee. For any matter in which the Fund Committee must make a final decision, the union members
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shall have one (1) vote and the management members shall have one (1) vote. The parties shall, through the appropriate state agency, contract for the training and orientation services set forth in this Article in accordance with applicable rules and regulations.

- (c) The Fund Committee shall adopt a budget for PCA training and orientation and no expenditures shall be made from the Fund except in accordance with the budget. The Fund Committee may modify the budget as necessary after its adoption. Disputes regarding the Fund and Fund expenditures may be submitted to expedited arbitration at the request of either party to this Agreement.
- (d) The Fund Committee shall file quarterly reports with the Labor Management Committee (LMC) and the Council detailing expenditures from the Fund.
- (e) The Fund Committee in conjunction with the Council will develop a training plan for classes and programs to be developed throughout the State. The Fund may as stated in subsection (b) contract with vendors, colleges and/or hire instructors to offer PCA related training classes.
- (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. 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 1/1/14, \$200,000 shall be allocated to the Fund.
- (b) Effective 7/1/14, \$350,000 shall be allocated to the Fund.
- (c) Effective 7/1/15, \$400,000 shall be allocated to the Fund.

Section Three. PCA Orientation.

- (a) Fund monies also may be used to support an orientation program for PCA workers with the goal of increasing PCA understanding of the PCA programs, the rights and responsibilities of the PCAs and consumers and communication between the consumer employers and PCA workers following hire.
- (b) An orientation shall be completed by all PCAs first hired after January 1, 2015 within one hundred twenty days (120) days of the date of initial employment as a Personal Care Attendant. Effective January 1, 2016, the period for completion of orientation for PCA's hired on or after that date shall be ninety (90) days. After January 1, 2015, any PCA, regardless of hire date, who experiences a continuous break in service as a PCA (i.e. does not provide services for any consumer as a PCA) for a period of time in excess of one year shall be required to complete an orientation within the applicable time period.
- (c) Personal Care Attendants shall receive a notice of orientations and the requirements to complete the orientation following acceptance of employment.
- (d) The Fiscal Intermediaries will work cooperatively with the Union and the Council to ensure that newly hired PCAs are notified of the orientation requirement and to ensure that PCAs have completed orientation within the designated timeframes.
- (e) The LMC shall in the event of a dispute approve the content and curriculum for the orientation and the standards and processes of an orientation program for persons newly hired as Personal Care Attendants. The orientation program shall provide information, at a minimum, on:
- o independent living principles;
 - o confidentiality/HIPAA;
 - o identifying and reporting fraud and abuse;
 - o workers' rights and responsibilities presented by a Union representative;
 - o operational procedures of the PCA program in CT (e.g. time records, and Fls, payment methods, etc);
 - o accountability and enforcement mechanisms to ensure completion of the orientation program (for both consumer employers and PCAs), and;
 - o resources to support both consumer employers and PCAs including, but not limited to, the role of the Union, the role of the PCA Workforce Council, the Rewarding Work web portal and other key resources.

- (f) The orientation shall require no more than three (3) hours to complete. No more than one half-hour of the orientation shall be used for the discussion of union membership and contractual rights. Each eligible PCA who completes the Fund sponsored orientation shall receive a stipend of \$37.50 which shall be paid out of Fund monies. Funds will not be used to provide other compensation to PCAs who partake in orientation.
- (g) Orientation shall be offered at various geographical locations throughout the State and at a range of times and days to address the varied work schedules of the members. Members shall not miss their work assignments to attend orientation sessions. The Council or its designee(s) may observe orientation sessions and shall identify themselves to the training fund staff.
- (h) The Council shall establish procedures for consumer employers to actively opt out of the Fund orientation. When a consumer employer so elects to opt out, the consumer employer will directly provide the orientation for a new employee (PCA) using the same materials and curriculum. Payment to PCAs who receive consumer provided orientation shall not be deducted from Fund monies. Time spent by a Consumer providing orientation in accordance with this subsection shall not reduce the Consumer's established level of services.
- (i) PCAs who complete orientation with the consumer employer may participate in orientation sessions sponsored by other Fund or other organizations; however Personal Care Attendants shall only be paid for participating in one PCA Training Fund orientation.
- (j) A PCA who is required to attend orientation pursuant to this Article and who has not completed an orientation session within the specified time period shall not be permitted to work as a PCA until orientation is completed.
- (k) Nothing in this section shall be deemed to affect the Personal Care Attendant program principles of consumer control, including the consumer employer's right to hire, train, direct, and dismiss Personal Care Attendants.

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

Article 12 - REFFERAL DATABASE

Section 1. The Workforce Council or its designee shall manage a referral database to assist Consumer Employers, Surrogates or persons authorized to act on the Consumer's behalf in making employment connections with Personal Care Attendants (PCAs).

Section 2. The Parties agree to promote the referral database and encourage PCAs to sign up.

Section 3. An individual seeking work as a PCA may add himself/herself to the database.

Article 13 – WAGES - Department of Social Services

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 rate ranges. 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 range within the hourly minimums and maximums 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.

Department of Social Services (DSS) – Wage Ranges and Wage Rates

WAGE RANGES:

The hourly wage range for bargaining unit PCAs performing hourly work under applicable waiver programs as administered by the Department of Social Services (DSS) shall be as follows:

Date	MINIMUM for PCAs	MAXIMUM for PCAs
Effective the first full pay period following January 1, 2014	\$12.00 per hour	\$13.03 per hour
Effective the first full pay period following January 1, 2015	\$12.50 per hour	\$13.53 per hour

Date	MINIMUM for ABI & MFP COMPANIONS	MAXIMUM for ABI & MFP COMPANIONS
Effective the first full pay period following January 1, 2014	\$10.00 per hour	\$11.50 per hour
Effective the first full pay period following January 1, 2015	\$10.50 per hour	\$12.00 per hour

INDIVIDUAL RATE INCREASES

Bargaining unit PCAs employed and performing hourly PCA work under applicable waiver programs as administered by the Department of Social Services (DSS) during the effective window period shall receive the following hourly rate increases if they are below the newly established maximum of the range:

Window Period	Date of Hourly Rate Increase to PCAs Employed during Effective window period
Effective for PCAs actively employed during the window which is the equivalent of the first 3 pay periods of the 2014 year.	50 cents per hour added to hourly rate paid by the <u>employing</u> consumer on 1/1/14.
Effective for PCAs actively employed during the window which is the equivalent of the first 3 pay periods of the 2015 year.	50 cents per hour added to hourly rate paid by the <u>employing</u> consumer on 1/1/15.

Employed for purposes of this Article 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 the vacation schedule, hospitalization or death (within the prior thirty days) of the employing Consumer.

A PCA BELOW THE MINIMUM 2014 RANGE:

A PCA receiving an hourly wage below the minimum prior to 1/1/14 and who qualifies for the January, 2014 increase shall be moved to the minimum of the applicable range on 1/1/14 and shall receive the 50¢ hourly increase.

Article 14 - WAGES - Department of Developmental Services

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 rate ranges. 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 range within the hourly minimums and maximums 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.

Department of Developmental Services – Wage Ranges and Wage Rates**WAGE RANGES:**

The hourly wage range for bargaining unit PCAs performing hourly work under applicable waiver programs as administered by the Department of Developmental Services (DDS) shall be as follows:

Support Type	Wage Ranges Effective first full pay period following 1-1-14	Wage Ranges Effective first full pay period following 1-1-15
Personal Support	\$12.00 per hour minimum \$17.00 per hour maximum	\$12.50 per hour minimum \$17.00 per hour maximum
Ind. Home Support	\$17.00 per hour minimum \$22.35 per hour maximum	\$17.00 per hour minimum \$22.35 per hour maximum

Ind. Day Support	\$12.00 per hour minimum	\$12.50 per hour minimum
	\$22.35 per hour maximum	\$22.35 per hour maximum
Adult Companion	\$10.00 per hour minimum	\$10.50 per hour minimum
	\$12.46 per hour maximum	\$12.46 per hour maximum
Respite (12 hour cap; thereafter "daily rate")	\$10.00 per hour minimum	10.50 per hour minimum
	\$19.00 per hour maximum	\$19.00 per hour maximum

INDIVIDUAL RATE INCREASES

Bargaining unit PCAs employed and performing the identified hourly work under applicable waiver programs as administered by the Department of Developmental Services (DDS) during the effective window period shall receive the following hourly rate increases:

WINDOW PERIOD	Date of Hourly Rate Increase to PCAs Employed during Effective window period and performing the following support types: Personal Support; Individual Home Support; Individual Day Support; Adult Companion; or Respite
Effective for PCAs actively employed during the window which is the equivalent of the first 3 pay periods of the 2014 year.	40 cents per hour added to hourly rate paid by the <u>employing</u> consumer on 1/1/14.
Effective for PCAs actively employed during the window which is the equivalent of the first 3 pay periods of the 2015 year.	35 cents per hour added to hourly rate paid by the <u>employing</u> consumer on 1/1/15.

Employed for purposes of this Article 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 the vacation schedule, hospitalization or death (within the prior thirty days) of the employing Consumer.

PCA BELOW THE MINIMUM 2014 RANGE:

A PCA receiving an hourly wage below the minimum prior to 1/1/14 and who qualifies for the January, 2014 increase shall be moved to the minimum of the applicable range on 1/1/14 and shall receive the 40¢ hourly increase.

LUMP SUMS

Eligible PCAs who are at the maximum of the wage range shall receive a lump sum payment in lieu of an hourly increase as specified below.

The lump sum payment shall be issued no more than twice annually in July and January for the previous six month period (e.g. January 1 to June 30 with lump sum issued in July or July 1 to December 31 with lump sum issued in January).

Lump sums payments shall not be prorated and shall only be issued to PCAs who are actively employed as a PCA during the month that the lump sum payments are to be issued.

LUMP SUM FOR PCA AT OR ABOVE MAX OF RANGE AT THE TIME OF THE SCHEDULED INCREASE:

January 1 to December 31, 2014: The lump sum for a PCA at the maximum of the applicable range shall be calculated by multiplying 40 cents times the hours worked within the applicable support type for the immediately preceding six (6) month period e.g. January 1 to June 30, 2014 or July 1 to December 31, 2014.

Example: A Personal Support PCA receiving the max rate of \$17.00 per hour on 1/1/14 shall remain at \$17.00 per hour. If this Personal Support PCA continues to work for the same Consumer in this capacity for the next 6 months, the PCA shall receive a lump sum payment in July that is the equivalent of his/her hours worked for the period of January 1 to June 30 2014 multiplied by 40¢. Assuming this PCA works 300 hours during the 6 month period for this consumer, he/she will receive a gross lump sum payment of \$120 (300 hours multiplied by 40 cents).

January 1 to December 31, 2015: Using the example above, if this same Personal Support PCA continues to work for the same Consumer and continues to be at the maximum rate on 1/1/15 of \$17.00, the PCA shall remain at this rate of pay and future lump sum payments, assuming continued work, will be based upon total hours worked for the Consumer over the applicable 6 month period(s) multiplied by 75¢ (i.e. 40¢ + 35¢).

PARTIAL LUMP SUM FOR PCA WHOSE HOURLY RATE WILL EXCEED THE MAX OF RANGE IF PROVIDED THE FULL HOURLY INCREASE:

An eligible PCA whose hourly rate on 1/1/14 would exceed the established maximum of the range if the PCA was provided the full hourly increase of 40 cents shall have his/her wages adjusted to the maximum of range and the balance of the increase will be earned as a lump sum payment.

Example: A Personal Support PCA receiving \$16.75 per hour on 1/1/14 shall receive 25¢ of the scheduled 40¢ 2014 increase, moving his/her hourly rate to the max of \$17.00 per hour. If this Personal Support PCA continues to work for the same Consumer in this capacity for the next 6 months, he/she shall receive a lump sum payment in July that is the equivalent of his/her hours worked for the period of January 1 to June 30 2014 multiplied by 15¢. Assuming this PCA works 300 hours during the 6 month period for this Consumer, the PCA will receive a gross lump sum payment of \$45 (300 hours multiplied by 15¢, the balance of the 2014 increase).

January 1 to December 31, 2015: Using the example above, if this same Personal Support PCA continues to work for the same consumer and continues to be at the max rate on 1/1/15 of \$17.00, the PCA shall not receive the January, 2015 scheduled increase and future lump sum payments, assuming continued work, will be based upon hours worked over the applicable 6 month period(s) multiplied by 50¢ (i.e. 15¢ (the balance of the 2014 increase) + 35¢ (the full 2015 increase)).

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 rate of \$10.00 per hour. This "sleeper" rate shall remain for the term of the collective bargaining agreement unless modified pursuant to Article 23. Time spent performing at the "sleeper" rate is excluded from the calculation of any lump sum payment(s) that may be due a PCA.

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 \$10.00 per hour 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.

Article 15 - PAYROLL AND ELECTRONIC DEPOSIT

PCAs shall be entitled to receive biweekly, timely payment for services authorized, documented and rendered.

PCAs shall have the right to authorize electronic deposit of payments issued for services properly authorized and rendered.

Article 16 - Unemployment Benefits and Charges

Increases in the amount of unemployment charges shall not change the hourly rate of PCAs, nor shall it adversely affect the level of services received by the Consumer. Consumers and PCAs whose level of services and/or hourly rate were affected by changes in the unemployment taxation rate on or after July 1, 2013 shall be made whole, and any wage increases due to PCAs under this Agreement shall be in addition to any increases due PCAs under this section.

Article 17 - UNION SECURITY AND PAYROLL DEDUCTION

Section One.

- (A) PCAs who elect to join the Union shall pay union dues as established by the Union in accordance with the terms of this Article.
- (B) PCAs who elect not to join the Union or who terminate their membership in the Union shall hold Agency fee payer status and shall pay Agency fees that are the proportionate share of expenses incident to collective bargaining provided such amount is consistent with P.A. 12-33.

Section Two. Upon receipt of a written or other verifiable authorization as permitted by law from the PCA, the FI, on behalf of the employing Consumer, shall deduct from PCAs' biweekly wages Union dues as established by the Union. Such deductions, or, as applicable agency fees deduction, will begin the first pay period following the completion of the PCA's first sixty (60) days of employment or the first full pay period sixty (60) days after legislative approval of this Agreement, whichever occurs later. The Union shall provide ninety (90) days advance notice of any planned change of dues.

Section Three. PCAs objecting in writing to the Union on bona fide religious grounds shall make a monthly contribution to a nationally recognized charity equivalent to Agency fees.

Section Four. Adjustments to deductions of dues or fees will be made within 30 days of notice by the Union and/or the PCA to the FI of any change in membership status.

Section Five. The amount of dues or Agency fees deducted under this Article from the wages of PCAs in addition to those amounts, if any, referenced in **Section Six** shall be remitted to the New England Health Care Employees Union, District 1199 as soon as practicable after the payroll period for which the deduction is taken, together with an electronic (detailed below) list of PCAs

for whom any such deduction is made. The Union shall reimburse the FIs for additional reasonable costs, if any, associated with its request for monthly information set forth in Article 7 (i.e. hours worked during the pay period, the gross pay, the amounts of dues/fees deducted, voluntary political action/solidarity contributions, unique PCA id number etc.).

Section Six. Upon receipt of verifiable authorization from a PCA as permitted by law, the FI shall deduct from the authorizing PCA's wages voluntary contributions for the Union's political action/solidarity fund. The sum specified in said authorization shall be deducted from the wages due to said PCA and the funds shall be remitted to the Union in the same manner as described above for dues and agency fees.

Section Seven. No payroll deduction of dues, fees or contributions shall be made from worker's compensation or for any payroll period in which earnings received are insufficient to cover the amount of deduction, nor shall such deduction be made from subsequent payrolls to cover the period in question. The FIs agree to provide the Union a monthly list of PCAs who are receiving workers' compensation benefits to the extent this information is available to the FI.

Section Eight. The Consumer Employer, the FI, the State and the Council assume no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Consumer Employer, the FI, the State and the Council harmless from any claims, actions or proceedings hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Article 18 - PTO FUND

Section One. Effective on the dates referenced in Section 2, contributions will be allocated to a Paid Time Off (PTO) Fund for eligible PCAs. The criteria to qualify for such funds, including the threshold of hours worked over a defined period of time, and the distribution of said funds to eligible PCAs will be subject to mutual agreement by the Labor Management Committee (LMC). The LMC will begin meeting to discuss implementation of such funds no later than sixty (60) days following legislative approval of this contract. In no event shall PCAs be eligible for a PTO bonus payment more than twice annually. Unused funds at the expiration of the contract term shall lapse.

Section Two. Effective January 1, 2014, \$150,000 shall be allocated to the PTO Fund. Effective July 1, 2014, \$300,000 shall be allocated to the PTO Fund. Effective July 1, 2015, \$350,000 shall be allocated to the PTO Fund.

Article 19 – WORKERS COMPENSATION JOINT STUDY

Section One. There will be a joint working group that will consult with stakeholders including but not limited to the DSS, the DDS, the DOI, the OPM and the DAS. The group will make recommendations on the best ways to provide workers' compensation coverage for members of the bargaining unit. In preparing its recommendations, the group shall examine such systems as have been adopted in other states.

Section Two. The Group will submit a report to the parties on or before 2/1/15 which may be extended by mutual agreement of the parties which shall not be unreasonably withheld.

Article 20 – SUPERCEDEENCE

Pursuant to C.G.S. Section 5-278 (b), the inclusion of language in this Agreement concerning matters formerly governed by law, regulation, or policy directive shall not be deemed a preemption of the entire subject matter. Accordingly, statutes, rules, regulations and administrative directives or orders shall not be construed to be superseded by any provision of this Agreement except as provided in the Supercedence Appendix to this Agreement or where by necessary implication, no other construction is tenable.

Article 21 -LEGISLATIVE-ACTION

Consistent with P.A. 12-33, the cost items contained in this Agreement shall be subject to the State's regular budgetary approval process, subject to funds being made available and affirmative legislative approval. Other provisions of the Agreement shall be deemed approved unless affirmatively rejected by a majority of either house not later than thirty (30) days after the filing with the clerk of that chamber, provided the thirty-day period shall not begin or expire unless the General Assembly is in regular session.

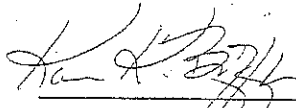
Article 22 - SAVINGS CLAUSE

Should any provision of this Agreement, or the application of such provision to any person or circumstance be invalidated or ruled contrary to law by a court of competent jurisdiction, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

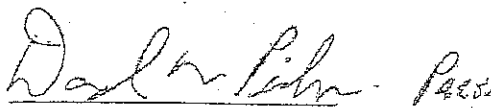
In the event of such invalidation, the parties shall meet to negotiate a substitute provision if permitted by law, provided that during the pendency of any appeal, negotiations are not required, but permissible.

Article 23 - DURATION

- A. This Agreement shall be effective July 1, 2013 and shall expire on June 30, 2016.
- B. On or after August 1, 2015, this Agreement shall be reopened for the purpose of negotiating both the amount of any general wage increase and the effective date thereof for the final year of this Agreement (2015-16).
- C. The parties agree to commence bargaining a successor Agreement between September 1, 2015 and October 1, 2015 absent mutual agreement to a different time period.


PCA Workforce Council

2/4/14
Date


New England Health Care Employees Union

4/4/14
Date

SIDE LETTER OF AGREEMENT
BETWEEN

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

RE: HEALTH CARE STUDY.

Section One. The Parties shall establish a Work Group to study the health coverage of members of the bargaining unit. The composition of the Work Group shall consist of representation from the Union; The Council; Access Health CT; Office of Health Care Advocate; Department of Insurance and other representatives deemed appropriate. There is nothing contained herein that would preclude the bargaining unit from partnering with another bargaining unit for this study.

Section Two: The Work Group will:

1. Gather data concerning the demographics of the members of the bargaining unit. The data shall consist of following:
 - a) Household demographics
 - b) Household income
 - c) Health Care that is available to the household by what means and cost.
 - d) Eligibility for Affordable Care Act coverage through Access Health CT; application status and cost of coverage through Access Health CT.
 - e) Any other information the Work Group deems appropriate and important.
2. Conduct a joint survey of a representative sample at joint expense, to be shared equally by the parties, to assist in gathering the data.

Section Three. The Work Group shall publish a report to the Union and the Council as to its findings/conclusions no later than February 1, 2015, unless otherwise agreed in writing which agreement shall not be unreasonably withheld.

**SIDE LETTER OF AGREEMENT
BETWEEN**

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

**RE: PCAs WITHIN THE DSS WAIVER PROGRAMS WHO MAY BE AT THE
MAXIMUM OF THE RANGE**

The language applicable to computations of lump sums has been omitted from the Department of Social Services (DSS) wage article as a result of the parties' mutual understanding that no PCA within DSS programs is affected by the maximums established in the Collective Bargaining Agreement. To the extent that this understanding is inaccurate, those PCAs so affected within shall be entitled to lump sum payments under the same rules and terms as are the PCAs within DDS waiver program.

SIDE LETTER OF AGREEMENT
BETWEEN

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

RE: PCAs PAID ABOVE THE MAXIMUM RANGES AND CERTAIN UNIQUE
MEDICAL CIRCUMSTANCES OF THE DDS WAIVER CONSUMER(S)

The parties recognize that there are some bargaining unit members in the Department of Developmental Services, and that there may be some bargaining unit members in the Department of Social Services, who are above the maximums set forth in the Agreement. Any such employee may continue to be paid above the maximum range for as long as he or she continues to be employed by the particular consumer, and shall receive the lump sum payments set forth in this agreement as though he or she were at the maximum. The parties further understand that within the Department of Developmental Services (DDS) waiver programs, there is at least one consumer and perhaps more that require a combination of personal care assistance services and nursing services due to the unique medical needs of the Consumer(s). Due to the level of care received, these service providers are paid through DDS waiver monies at levels that exceed the maximum wage ranges established by this Agreement. The parties agree that this level of higher wage payment and service level will continue for the duration of the affected Consumers' medical needs and participation in a waiver program covered by this Agreement. PCAs employed by such consumer shall be treated like other over-the-maximum employees for purposes of their eligibility for lump sums under this agreement.

SIDE LETTER OF AGREEMENT
BETWEEN
PCA WORKFORCE COUNCIL AND NEW ENGLAND HEALTH CARE EMPLOYEES
UNION, DISTRICT 1199, SEIU

The parties understand that:

1. The Department of Developmental Services (DDS) will continue to provide general training in medication administration to PCA's who will be required to administer medication enabling them to become "Trained Non-Licensed Personnel" consistent with state statute [C.G.S. 17a-210 et. seq.].
2. PCAs receiving this training, presented in person by an instructor approved by the DDS, will be paid their regular hourly rate as determined by the applicable waiver program and support type.
3. PCAs who have met the requirements for general training in medication administration and are approved to provide medication administration support may be required to receive additional training specific to the needs and medications of each consumer they support. This instruction may be provided by the consumer's licensed prescriber, a registered nurse providing support to the consumer or the consumer's family or guardian.
4. The DDS shall continue to provide this training within the established procedures and programs in effect on or about January 1, 2014 and consistent with state statute.

SUPERSEDEDENCE APPENDIX

PCA WORKFORCE COUNCIL
AND
NEW ENGLAND HEALTH CARE EMPLOYEES UNION, DISTRICT 1199 SEIU
July 1, 2013– June 30, 2016

PROVISION	CONTRACT REFERENCE	STATUTE/REGULATION AMENDED
Personal Data	Article 5 Union Rights	Section 17a-210-14
Withholding of Wages	Article 17 Union Security and Payroll Deduction	Section 31-71e
Wages	Article 13 DSS Wages	17b-343
Side Letter re: Salary Increase at Maximum	Side Letter	17b-343

OFFICE OF POLICY AND MANAGEMENT
 Cost Estimate of Contract
 Dated April 2, 2014

Bargaining Unit:
 Period of Contract:

New England Health Care Employees Union, District 1199, SEIU (Personal Care Attendant Union)
 July 1, 2013 through June 30, 2016

Number of Full Time Employees:

All Funds
 General Fund

Total Annual Wages All Funds:
 Total Value of Fringe Benefits:

\$64,502,063
 \$0

Average Full Time All Funds:

	Annualized Basis				Total
	Salary	Wage Increases	Training Fund	Paid Time Off Fund	
Prior to New Contract	\$64,502,063				
1st Year Contract 2013-2014	\$66,338,494	2.30%	0.30%	0.23%	2.84%
2nd Year Contract 2014-2015	\$69,137,684	1.82%	0.53%	0.45%	2.80%
3rd Year Contract 2015-2016	\$70,190,665	0.00%	0.58%	0.51%	1.08%

COMPENSATION SUMMARY

All Funds	Prior to Agreement	Financial Impact			Annualized
		1st Year 2013-2014	2nd Year 2014-2015	3rd Year 2015-2016	
Total Wages and Related Items	\$64,502,063	\$66,338,494	\$69,137,684	\$70,190,665	\$70,190,665
Fringe Benefits					
Value of Current Items	\$0	\$0	\$0	\$0	\$0
Arbitrated Improvements					
TOTAL WAGES AND BENEFITS	\$64,502,063	\$66,338,494	\$69,137,684	\$70,190,665	\$70,190,665

