

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

**PERSONAL CARE ATTENDANT (PCA) QUALITY HOME CARE
WORKFORCE COUNCIL**

AND

1199SEIU UNITED HEALTHCARE WORKERS EAST

July 1, 2016 - June 30, 2019

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Preamble

1199SEIU United Healthcare Workers East and the Personal Care Attendant Quality Home Care Workforce Council believe that consumer employers should be provided with the highest possible quality of care, and that consumer employers, their surrogates, and Personal Care Attendants should be treated with the highest degree of dignity and respect. The purpose of this Collective Bargaining Agreement is to promote quality jobs for Personal Care Attendants (PCAs) and harmonious and respectful relations between the parties in their pursuit of these shared commitments.

Parties to the Agreement

This Collective Bargaining Agreement ("Agreement") is entered into by 1199SEIU, United Healthcare Workers East, with its principal offices at 310 West 43rd Street, New York, New York, 10036 ("the Union") and the Personal Care Attendant Quality Home Care Workforce Council ("the Council").

Article 1: Recognition

The Council recognizes the Union as the exclusive bargaining representative for Personal Care Attendants as certified by the American Arbitration Association on November 7, 2007. The Union recognizes the Council as the employer of PCAs, for the purposes of this collective bargaining agreement, as set forth in M.G.L. c.118G, sections 28 through 33.

Article 2: Consumer Employer Rights

Section 1: General Rights

As provided by M.G.L. c.118G, section 31 (a), consumer employers and/or their surrogates shall retain the right to:

1. Hire PCAs of their choice;
2. Supervise, manage and train PCAs in their employ;
3. Determine the work schedules of PCAs in their employ;
4. Terminate PCAs from their service at will; and
5. Determine under any circumstances who may and may not enter their home or place of residence.

Such authority and control on the part of the consumer employers, as employers, is not, and shall not be, diminished in any way whatsoever by this Agreement.

Section 2: Confidentiality Rights

The Union shall not seek information regarding the name, address, phone number, or any other personal information regarding consumer employers. The Union and PCAs shall maintain strict standards of confidentiality regarding consumer employers and shall not disclose any personal information obtained, from whatever source, pertaining to consumer employers, unless disclosure is compelled by legal process or otherwise required by law.

Section 3: Non-Waiver of Consumer Employer Rights

The above enumerations of consumer employer 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 employer shall not be construed to mean that any consumer employer right is waived.

Article 3: Workforce Council Rights

The Council has the exclusive authority to operate and carry out its mandate as provided in Chapter 268 of the Acts of 2006 as it may be amended. Except to the extent modified by this Agreement, the Council reserves exclusively 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 decisions 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.

The parties recognize that other agencies, and/or contractors of the Council, may continue to be responsible for implementation and administration of certain provisions of this Agreement, as directed by the Council.

Article 4: Union Rights

Section 1: Union Membership and Payroll Deduction

Initiation fees, regular dues, and voluntary core contributor fees, as established from time to time by the Union, shall be deducted from the wages due each PCA. All deductions for initiation fees, dues or core contributor fees made from the wages of PCAs shall be remitted to the Union within two (2) weeks of the end of each pay period in which those dues, voluntary core contributor fees and initiation fees were deducted.

Section 2: Payroll Deduction

Initiation fees, regular dues, and voluntary core contributor fees, as established from time to time by the Union, in accordance with Section 1 of this Article, shall be deducted from the wages due each PCA. All deductions for initiation fees, dues or voluntary core contributor fees made from the wages of PCAs shall be remitted to

the Union within two (2) weeks of the end of each pay period in which those dues, voluntary core contributor fees and initiation fees were deducted.

- 1) Each fee remittance shall be accompanied by a list of all PCAs. To the extent it may be administratively feasible and the information is available, such list shall include, for each PCA, the following information:
 - a. full name;
 - b. last 4 digits of social security number;
 - c. home or mailing address;
 - d. home phone number;
 - e. cellular phone number;
 - f. email address;
 - g. unique PCA ID number;
 - h. hire date;
 - i. wage rate;
 - j. earned sick time hours paid and paid time hour accumulated;
 - k. first pay period and last pay period;
 - l. amount of dues deducted, if any;
 - m. amount of Political Action Fund deduction, if any;
 - n. amount of time for which the PCA was paid in the pay period;
 - o. gross pay; and
 - p. total pay subject to dues deduction.

The inclusion of the above information is contingent upon the information being provided by the PCA and forwarded by the consumer employers.

The list shall be transmitted in a mutually agreeable electronic format. The Council shall provide to the Union the name, title, email address, and phone number of one (1) person to whom the Union may direct inquiries regarding the lists generated pursuant to this Article.

- 2) Remittance of dues, initiation fees and voluntary core contributor fees shall be made payable to 1199SEIU United Healthcare Workers East, and shall be mailed to:

1199SEIU United Healthcare Workers East
PO Box 2665
New York, NY 10108

- 3) Political Action Fund deductions shall be made in accordance with Section 17J of Chapter 180 of the Massachusetts General Laws. Upon receipt of written authorization from a PCA on a form designated and provided by the Union for the purpose of political action deductions, the sum specified in said authorization shall be deducted from the wages due said PCA and the funds shall be remitted to the 1199SEIU Massachusetts Political Action Fund, in the same manner and at the same time as dues, initiation fees and/or core contributor fees are remitted as described in this Article. This remittance shall

authorization from a PCA on a form designated and provided by the Union for the purpose of political action deductions, the sum specified in said authorization shall be deducted from the wages due said PCA and the funds shall be remitted to the 1199SEIU Massachusetts Political Action Fund, in the same manner and at the same time as dues, initiation fees and/or core contributor fees are remitted as described in this Article. This remittance shall be made separate from any payment made for dues, initiation fees and core contributor fees.

Remittance of Political Action Funds shall be made payable to 1199SEIU Massachusetts Political Action Fund, and shall be mailed to:

1199SEIU United Healthcare Workers East
PO Box 2665
New York, NY 10108

The Council assumes no obligation, financial or otherwise, arising out of compliance with any provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Council harmless from any claims, actions or proceedings by any PCA arising from deductions made at the request of the Council hereunder. Once funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Article 5: Communications

Section 1: New Hire Materials

The Union may provide materials to be included in new hire PCA packets distributed to consumer employers. Any such material must be clearly marked as originating from the Union and not in any way endorsed, condoned, or supported by any consumer employers, the Council or the Commonwealth, unless the Council and the Union agree otherwise in advance. To the extent that such materials increase the mailing cost of new hire PCA packets, such cost shall be paid by the Union. In all communications, both parties will refer to the other party in a respectful manner.

Section 2: Time Sheet Drop-off Locations

The Union will be permitted at time sheet drop-off locations to talk to PCAs in a way that does not interfere with the regular business of the Fiscal Intermediary.

Section 3: Website Links

In order to enhance communication between the Council and the PCA workforce, the Council shall post a link on the homepage of its website to the Union's website, and the Union shall post a link on the homepage of its website to the Council's website. Cerebral Palsy of Massachusetts, Northeast ARC and Stavros will post a link to the Union's homepage on their websites.

Section 4: Union Representatives

The Union shall provide the Council with a list of the names of authorized Union staff representatives and elected officers, and shall update those lists as necessary.

Section 5: Union Access to FI Reception Areas

Cerebral Palsy of Massachusetts, Northeast ARC and Stavros will provide some space in their reception areas for the Union to place some brochures or fliers.

Section 6: Information Required from State to Union

Information regarding newly hired PCAs to the PCA program shall be transmitted bi-weekly to the Union within two (2) weeks of the newly hired PCA's start date. To the extent the information is available, such information shall be transmitted electronically in an electronic format agreed to by the Union and the Fiscal Intermediary, and shall include:

- a. full name;
- b. last 4 digits of social security number;
- c. home or mailing address
- d. home phone number;
- e. cellular phone number;
- f. email address;
- g. unique PCA ID number; and
- h. hire date.

Section 7: Privacy

Unless otherwise provided, the following are exempt from public inspection and copying and shall not be released except as necessary to comply with any lawful orders or the provisions of this Agreement:

The residential addresses, residential telephone numbers, personal cellular telephone numbers, personal email addresses, social security numbers, and emergency contact information of PCAs, which may be held in personnel records, public employment related records, or volunteer rosters, or are included in any mailing list.

The Commonwealth will notify the Union of third-party requests for lists of private information subject to this provision within fourteen (14) days of the receipt of such request from the third party.

Section 8: Access to Pay Envelopes

The Council will work with the Fiscal Intermediaries to include information provided by the Union in pay envelopes containing PCA paychecks that are sent to consumer employers. The Union agrees to pay for any additional postage that may be incurred by the Fiscal Intermediaries as the result of Union-provided information added to the pay envelopes.

The Council, whenever practicable, shall provide the Union at least ten (10) calendar days notice prior to sending any communication to the entire PCA workforce.

Article 6: Continuity of Care

- 1) It is in the best interest of consumer employers and PCAs that the continuity of care between a consumer employer and PCA is not disrupted. As such, the Union, its members, officials and representatives shall not under any circumstances engage in, authorize, sanction or support any strike, slowdown or any other act of curtailment or any other similar interference with services to consumer employers. The Union shall make every possible effort to discourage and prevent any such strike, slowdown or any other act of curtailment or any other similar interference with services to consumer employers from occurring.
- 2) The Council shall not cause or initiate any lockout of PCAs.
- 3) Nothing in this Article shall limit or infringe upon the rights of consumer employers described in Article 2 of this Agreement.

Article 7: Antidiscrimination

Neither the Council nor the Union shall discriminate against or in favor of any PCA, consumer employer or surrogate on account of race, color, creed, national origin, political or religious belief or activity, sex, age, disability, height, weight, marital status, sexual orientation, Union activity or membership, or any other basis prohibited by law.

This Article shall not limit or impede in any way the right of consumer employers or their surrogates to select, hire, supervise, determine the work schedules of, discipline, or terminate at-will, any PCA as described in Article 3 of this Agreement, nor shall it limit referrals on the basis of bona fide job-related skills (e.g. language fluency or the physical ability to lift and transfer a consumer employer) or consumer employer preferences such as gender.

Article 8: Joint Labor Management Committee

- 1) In recognition of our mutual commitment to the success of the Council and the continued growth and stability of the PCA program, the Union and the Council shall establish a Labor Management Committee (LMC) to discuss topics of mutual interest.
- 2) To this end, the parties agree to establish a LMC that shall meet on a flexible basis, but shall meet formally not less than quarterly at mutually convenient times and locations. All meeting locations shall be fully accessible. The LMC shall consist of four (4) representatives of the Union and four (4) representatives of the Council. By mutual agreement, the LMC may change the number of LMC members and/or invite additional persons to attend meetings. PCA members of the LMC shall receive pay, at the applicable rate, for their time spent at LMC meetings, exclusive of travel, for up to four (4) LMC meetings.
- 3) The agenda for LMC meetings will be agreed to by the LMC members at least seven (7) calendar days prior to each meeting. The topics for such meetings may include, but are not limited to: MassHealth restructuring, mutual respect, payroll processing, health and safety issues and the referral directory.
- 4) The LMC may establish subcommittees as needed and bring in outside representatives to help inform its work.
- 5) Effective July 1, 2016, an annual minimum contribution of nine hundred fifty thousand dollars (\$950,000) will be allocated to the 1199SEIU Training and Upgrading Fund as part of the PCA Workforce Council's annualized budget. Such funds shall be expended only upon the written authority of the LMC, which shall make such rules and decisions as are necessary for the proper expenditure of said funds. The parties shall meet annually to assess the budget and program utilization and agree to make a joint recommendation on funding needs when the parties agree additional funding is required. For fund sponsored training events related to PCA work, where at least one half (½) of the class are bargaining unit members, the parties to this Agreement will use their best efforts to seek permission from the training provider for the Union to have a suitable amount of time to make a presentation about the organization and to distribute and collect membership and PAC applications.
- 6) Massachusetts Executive Office of Health & Human Services (EOHHS), including both the Office of Medicaid and the Department of Elder Affairs, are engaged in a multi-year MassHealth payment and care delivery reform effort. The Union and the Council agree that reforms are likely to impact the PCA program. The Union and the Council share a commitment to work together in support of a Medicaid and LTSS delivery and payment system that provides quality person-centered care to PCA consumer employers.

Therefore, the Labor Management Committee shall include MassHealth Reform as a standing agenda item to further discuss the development and implementation of ongoing reform efforts. The Committee shall invite representatives from the

Executive Office of Health and Human Services, the Office of MassHealth, the Department of Elder Affairs and other stakeholders to participate in these meetings as appropriate.

This agenda item shall include all ongoing MassHealth payment and care delivery reforms, including the appropriate role for the PCA program, PCA consumer employers, and the PCA workforce in a restructured MassHealth system.

Article 9: Payroll and Electronic Deposit

Section 1: Timely and Accurate Payment

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

To promote a timely and accurate payroll system, the Council and the Union shall work together to identify causes and solutions to problems resulting in late, lost or inaccurate paychecks and similar issues. Unless otherwise stated, all payments and time accruals called for under this Agreement, and all accruals for benefit eligibility, are cross consumer employer and cross payer. All payments mentioned in this Agreement are conditioned upon compliance by all parties, consumer employers and PCAs, with all applicable federal and state laws and regulations. Prompt payment can occur within ten (10) days when timesheets are submitted timely with both signatures and all hours input accurately. Upon the occurrence of a late, lost or inaccurate paycheck, once the cause of the errors has been identified, payment will be made as soon as possible but no later than seven (7) business days. The Council and MassHealth are committed to the prompt payment of PCAs and will meet and work with the Labor Management Committee as needed to improve existing systems.

Whenever necessary, the Council and the Union shall request meetings with the Attorney General's office and/or MassHealth on a quarterly basis to discuss payroll issues and possible solutions in the context of the regular LMC meetings.

Section 2: Notification of Hours Changes

If the number of MassHealth funded consumer employer hours is decreased, then a notice of the reduction in hours shall be provided to the Personal Care Attendant(s) within seven (7) business days of written notice to the consumer employer.

Section 3: Access to Pay Information

PCAs shall access pay information on the existing portal which shall include earned sick time information.

Section 4: Electronic Funds Transfer

The Council and the Union agree that PCAs shall have their wages directly transferred through electronic funds transfer (EFT) effective on or about January 1, 2017. If a PCA is unable to receive his/her wages through EFT, then the PCA must apply to the Union or the Fiscal Intermediary for an application for a debit card no later than January 1, 2017. The Union and Fiscal Intermediaries will devise a schedule for implementing the use of EFT and debit cards and the Council shall mail this schedule directly to PCA and consumer employer homes.

Should a PCA be unable to avail him/herself of the benefits of EFT or the use of the above-referenced debit card as provided by the Fiscal Intermediaries or the Union due to a severe hardship, then parties agree as follows:

- A. In the event that a PCA cannot comply with the Agreement relative to EFT or debit card procedure due to hardship such as inability to access a bank or financial institution during off hours or, where there is no ATM available within a reasonable geographic distance from the PCA's work location(s) or home, then the PCA shall file an application to the Council for a Direct Deposit Special Exemption.
- B. The Council, in concert with the Fiscal Intermediaries as well as the Union, shall review the request for the Direct Deposit Special Exemption.
- C. The parties agree that no other appeal may be commenced by the PCA relative to the Direct Deposit Special Exemption and that the finding of the Council, FIs and the Union is not grievable and is inarbitrable.
- D. The parties agree to continue to meet and discuss the issue of EFT in the context of regular LMC meetings with topics to include but not limited to:
 - The development of the application
 - The review process
 - Processing said requests

Article 10: Wages

Section 1: Wages

Effective July 1, 2016, the PCA wage rate shall be \$14.12 per hour.

Effective July 1, 2017, the PCA wage rate shall be \$14.56 per hour.

Effective July 1, 2018, the PCA wage rate shall be \$15.00 per hour.

Section 2: Overtime and Travel

Overtime shall be authorized and paid in accordance with any and all applicable laws, regulations and/or policies.

PCAs shall be entitled to travel time when traveling from one consumer employer's home to another consumer employer's home on the same day to provide PCA services. Travel time shall be calculated based on a standard algorithm. However, should a PCA disagree with the travel time pay, then the PCA can request a Travel Delay Form from the appropriate Fiscal Intermediary to be completed and submitted to the Fiscal Intermediary for processing.

Article 11: PCA Orientation

Consistent with the provisions of this Article, an orientation shall be completed by all PCAs hired on or after January 1, 2014 within six (6) months of the date of initial employment as a Personal Care Attendant. The goal of the orientation program is to support PCAs in their positions, support the integrity of the PCA program in the state, and increase communication between the consumer employers and the PCAs following hire.

PCAs required to complete the orientation requirement will have six (6) months to complete their orientation and will be paid for the three (3) hour orientation. All notices to PCAs will inform them that if they do not complete the orientation within the time allotted, an after-tax payroll deduction equal to two dollars (\$2.00) per hour will apply until such time as they complete the orientation program. If a PCA completes the orientation within two (2) months of their six (6) month date of hire, the payroll deductions will cease and all accumulated deductions will be returned. If a PCA completes the orientation after that period of time, once the PCA completes the orientation and submits the correct paperwork, the payroll deductions will cease but they will forfeit the accumulated deductions.

The content and curriculum for the orientation and the standards and procedures for the orientation program for persons newly hired as Personal Care Attendants are contained in the *Massachusetts PCA New Hire Orientation Program Manual*, which is available from the Council.

As provided for in the Manual, a consumer employer may elect, on the prescribed form, to present the orientation themselves provided they use the same standardized curriculum and resource materials as presented at group orientation sessions. PCAs who complete orientation with the consumer employer may participate in group orientation sessions; however, PCAs shall only be paid for participating in one (1) orientation session.

Effective July 1, 2016, a contribution of seven hundred thousand dollars (\$700,000) will be allocated to the 1199SEIU Training and Upgrading Fund as part of the PCA Workforce Council's annualized budget. The parties shall meet annually to assess the budget and program utilization and make a joint recommendation on funding needs to ensure all eligible PCAs have access to attending an orientation in a timely manner. It is the parties' intention to continue the Orientation program beyond the term of this Agreement until such time as the successor collective bargaining agreement between the Union and Council is signed and executed.

As provided in the Orientation curriculum, 1199SEIU will be granted at least twenty (20) minutes of paid time to present information on the Union and to recruit for membership and the Political Action Fund.

Article 12: Health and Safety

The Council and the Union both consider the health and safety of consumer employers and PCAs to be one of the highest priorities in the delivery of services. Neither party shall be expected to participate in any aspect of the employer/employee relationship that would threaten his/her health or safety.

Consistent with the established approval process offering professional development through the Training and Upgrading Fund, training on safety issues will be made available to all members of the bargaining unit.

When gloves and masks are not available at the consumer employer's residence, then the PCA may request them from the Council. The Council office shall purchase a sufficient number of packages of multiple glove sizes and masks which shall be made available to PCAs in a manner agreed upon by the parties, including sending them to Union offices.

Article 13: Sick Leave

In accordance with M.G.L. c.149, section 148C, PCAs shall be eligible to earn up to forty (40) hours of paid sick time per calendar year.

Available sick time hours shall appear on the PCAs' paychecks as soon as administratively feasible to do so, but no later than January 1, 2017

Article 14: Holidays

New Year's Day (January 1), Independence Day (July 4), Thanksgiving Day and Christmas Day (December 25) shall be considered holidays and all hours worked between 6:00 a.m. and midnight on these days shall be paid at the premium rate of time and one-half (1½) the regular rate of pay. PCAs who do not work on a holiday shall not be paid for that holiday.

Article 15: Dispute Resolution

Section 1: Grievances

- 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, using mediation and conflict resolution techniques whenever appropriate.
- 2) No matter arising from, or dispute pertaining to, the exercise by a consumer employer and/or his or her surrogate of any rights described in Article 2 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 Section 2 of this Article.
- 3) A grievance is defined as an allegation by a PCA and/or the Union of a violation of one or more provisions of this Agreement.

Section 2: Grievance Procedure

1) Step One: Informal Resolution

The PCA and/or a Union representative shall confer with the Council's designee to attempt to resolve the grievance informally.

2) Step Two: Formal Grievance

If the grievance is not resolved at Step One, the Union representative shall reduce the grievance to writing, including a statement of relevant facts surrounding the grievance, the alleged violations of the Agreement, and the remedy requested. The written grievance shall be presented to the Council's designee within thirty (30) days of the occurrence of the alleged violation or within thirty (30) days of when the Union could reasonably have been aware of the occurrence giving rise to the grievance. However, in no event shall the Council be obligated to consider a grievance more than six (6) months after the occurrence of the alleged violation. The Union may submit the written grievance to the Council's designee in person, by e-mail, by fax, or by mail.

3) Step Three: Mediation

- A. If the grievance is not resolved at Step Two, the Union may:
 - 1. within thirty (30) days of receipt of the written Step Two response, or,
 - 2. in the absence of a written Step Two response, within six (6) months of the Union's submission of the grievance at Step Two, present a written request to the Council to submit the grievance for resolution before a mediator through the Massachusetts Division of Labor Relations or other mutually agreeable mediator. The Council's designee will, within fourteen (14) days of receiving the Union's request, notify the Union in writing as to whether or not the Council agrees with the Union's request.

4) Step Four: Arbitration

- A. If the grievance is not resolved at Step Three, the Union may:
 - 1. within thirty (30) days of receiving a written Step Two response from the Council's designee, or
 - 2. if the Union has requested mediation at Step Three, within thirty (30) days of receiving the Council's written refusal to submit the grievance to mediation, or
 - 3. in the absence of a written response from the Council's designee at either Step Two or Step Three, within one (1) year of the Union's submission of the grievance at Step Two, advance the grievance to final and binding arbitration by filing a demand for arbitration with the Council.
 - B. The Union and the Council shall attempt to select an arbitrator by mutual agreement. If the parties fail to agree upon an arbitrator, the Union shall forward the matter to an arbitrator listed on the Commonwealth's Master Service Agreement.
 - C. 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.
 - D. The arbitrator shall have no power to add to, subtract from, or change any of the provisions of this Agreement. The award of the arbitrator shall be final and binding on the parties.
- 5) The time limits provided in this Section 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 fails to meet the timelines specified herein, the Union may move the grievance to the next step. Any of the timelines may be extended by mutual agreement of the Union and the Council.

The parties may, by mutual agreement, choose to pursue alternative dispute resolution processes in lieu of the grievance/arbitration process provided in this Section.

Article 16: Duty to Bargain

During the negotiations that resulted in this Agreement, the parties had the unlimited opportunity to make demands and proposals with respect to any and all appropriate subjects of collective bargaining. Therefore, for the life of this Agreement, this Agreement shall constitute the total agreement between the parties, and the parties shall not be obligated to any additional collective bargaining except as may be required by this Agreement or pursuant to Chapter 150E of the Massachusetts General Laws.

The parties acknowledge, however, that matters may arise during the term of this Agreement that may not have been anticipated at the time this Agreement was negotiated. Therefore, during the term of this Agreement, each party shall give full consideration to any request by the other party to reopen discussions regarding subjects covered by this Agreement.

Article 17: Savings Clause

This Agreement shall be subject to all present and future applicable federal, state and local laws and rules and regulations of governmental authority. 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 Federal or State court, or duly authorized agency, 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 promptly meet to negotiate a substitute provision. Any changes or amendments to this Agreement shall be in writing and duly executed by the parties and their representatives.

Article 18: Duration

This Agreement shall go into effect after ratification by the Union and the Council and shall continue in full effect until June 30, 2019. If ratification does not occur before the expiration date, the existing agreement will be extended until completion of the ratification voting. The parties shall begin negotiation for a successor agreement no later than January, 2019.

**For: Personal Care
Attendant Quality Home
Care Workforce Council**

**For: 1199SEIU United Healthcare
Workers East**



Alice Moore, Council Chair



George Gresham, President

Date: 7/21/16

Date: 8-16-16

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Side Letter of Agreement

***Personal Care Attendant Quality
Home Care Workforce Council***



The PCA Council and 1199SEIU understand and agree upon the importance of the relationship between a consumer employer and his/her PCAs. In recognition thereof, both parties continue to endeavor in efforts that both support and enhance a mutually respectful employment relationship and to protect the safety of both the PCA and the consumer employer. Therefore, the parties have reached agreement that all consumer employers shall be encouraged to complete and share a task list with his/her PCA(s) at the time of hire or as soon as practicable thereafter.

The parties acknowledge that completing and providing a task list shall be at the sole discretion of the consumer employer. However, the parties shall work collaboratively, including within the context of the LMC meetings to discuss and address the benefits of a task list both for the consumer employer and the PCA.

The parties agree that issues to be discussed shall include, but not be limited to, the following:

- Development of a task list template to be provided to consumer employers by the PCMs which shall outline and identify PCA-authorized tasks;
- Additional skills training for consumer employers regarding the benefits of providing a task list to their respective PCAs to be developed and provided by the PCMs; and,
- Continuing discussion and education for PCAs and consumer employers regarding the efficacy and benefits of task lists.

Side Letter of Agreement

***Personal Care Attendant Quality
Home Care Workforce Council***



The parties recognize the value of a sustainable PCA workforce and the opportunity to incentivize longevity of service in the PCA program. To that end, the parties shall re-open discussions on or before January 1, 2017 regarding additional incentives for PCAs who have provided continuous service within the PCA program. Topics to be discussed and reviewed shall include, but not be limited to the following:

- Incentive to PCAs based on hours worked and continuous service in the PCA program;
- Bereavement time granted upon the death of an immediate family member;
- Process to request such additional time; and/or,
- Financial impacts on the PCA program.

There shall be a committee to include representation from the PCA Workforce Council and 1199SEIU and others as agreed to by the parties. The committee shall convene a meeting on or after January 1, 2017 and shall meet periodically as agreed upon.

The parties acknowledge that any agreement by the parties may be implemented only upon available appropriation.

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