

**SIDE LETTER OF AGREEMENT
BETWEEN LANCASTER COUNTY AND
AFSCME, DISTRICT COUNCIL 89, LOCAL 1738**

This is a Side Letter Agreement (“Agreement”) entered into by and among Lancaster County (the “County”) and AFSCME, District Council 89, Local 1738 (the “Union”) (collectively, “the Parties”).

WHEREAS, the Parties currently operate pursuant to the applicable collective bargaining agreement (the “CBA”) entered into between the County and the Union;

WHEREAS, the Union is the exclusive bargaining agent, based upon certification from the Pennsylvania Labor Relations Board, for certain employees of the County; and

WHEREAS, the County has been operating pursuant to a Declaration of Emergency caused by the COVID-19 pandemic; and

WHEREAS, pursuant to the American Rescue Plan Act (“ARPA”), the County may use funds its receives to, *inter alia*, address negative economic impacts caused by the public health emergency, including harms to workers, and provide premium pay or hazard pay for essential workers; and

WHEREAS, the Parties wish to designate certain ARPA funds for these purposes; and

WHEREAS, the Parties wish to enter into the within Side Letter Agreement to memorialize their collective understanding of the terms and conditions of their agreement; and

NOW, THEREFORE, intending to be legally bound, the Parties memorialize their agreement as follows:

1. Any payments referenced herein shall be one-time only payments which shall not be rolled into any employee’s base pay and shall be considered premium pay for working under hazardous conditions during a period in which COVID-19 was extant.
2. Any payments referenced herein shall be made minus all applicable payroll deductions and taxes and be paid as part of the employee’s normal payroll direct deposit within thirty (30) days of an employee’s confirmed eligibility for the same.
3. The Parties agree that ARPA funds shall be distributed in the following manner:
 - (a) Employees hired between the Effective Date of the within Agreement and August 31, 2022.

- (i) Payment of \$1,000 upon completion of ninety (90) days of employment;
- (ii) Payment of \$3,250 upon completion of one hundred eighty (180) days of employment.
- (iii) Payment of \$3,250 upon completion of three hundred sixty five (365) days of employment.
- (iv) An eligible employee's days of employment shall be calculated by utilizing the official most recent date of hire reflected in the employee's personnel records maintained by the County.
- (v) Eligibility for the within premium payments applies only to employees whose most recent hire date occurs between the Effective Date of the Agreement and August 31, 2022. Employees hired on or before the Effective Date of the Agreement or on or after September 1, 2022, shall not be eligible for the premium payments referenced in the within Paragraph No. 3.
- (vi) Newly hired employees receiving payments according to the within provisions shall be required to maintain their employment with the County for a period of at least three hundred sixty five (365) days from receipt of any of the payments referenced herein. Employees who terminate their employment or whose employment is terminated for any reason prior to reaching this period of employment expressly agree that the County may deduct the total amount of the premium payments received pursuant to this Agreement from any final pay owed to the employee.

(b) Corrections Officers employed at the Lancaster County Prison

- (i) Premium payments of the following amounts:

Category A: 0 < 3 years of service:	\$7,500
Category B: 3+ > 10 years of service:	\$10,000
Category C: 10+ years of service:	\$12,500
- (ii) Payments referenced herein shall be made in three (3) equal installments according to the following schedule:

Effective Date of the Agreement:	1/3 of amount due
After six (6) months:	1/3 of amount due
After one (1) year:	1/3 of amount due
- (iii) The payments referenced above shall not be cumulative, meaning that employees shall be eligible for payment in only one (1) category (e.g., an employee in Category B is entitled to only the

amount set forth in that Category and not Categories A and B cumulatively).

- (iv) An employee's years of service for determining eligibility for a particular Category shall be calculated as of the Effective Date of the Agreement utilizing the employee's most recent date of hire.
- (v) In order to be eligible for the payments referenced herein, an employee must be, as of the Effective Date of the Agreement and as of the date that they become eligible for any subsequent payments set forth in the within Agreement, in active status on the schedule and active status in the payroll system.
- (vi) Eligibility for the within premium payments shall automatically terminate upon payment of the final installment.
- (vii) Employees receiving payments according to the within provisions shall be required to maintain their employment with the County for a period of at least three hundred sixty five (365) days from receipt of any of the payments referenced herein. Employees who terminate their employment or whose employment is terminated for any reason prior to reaching this period of employment expressly agree that the County may deduct the total amount of the premium payments received pursuant to this Agreement from any final pay owed to the employee. The provisions of the within Paragraph 3(b)(vii) shall not apply to employees who receive payments under the within Agreement and elect superannuation retirement or who are deemed eligible for and take disability retirement during the 365 day period referenced herein; provided, however, such employees shall not be eligible for any remaining premium payments under the within Agreement that become due after the effective date of the employee's superannuation or disability retirement.

(c) Treatment Staff employed at the Lancaster County Prison

- (i) Premium payments of the following amounts:

Category A:	0 < 3 years of service:	\$7,500
Category B:	3+ > 10 years of service:	\$10,000
Category C:	10+ years of service:	\$12,500

- (ii) Payments referenced herein shall be made in three (3) equal installments according to the following schedule:

Effective Date of the Agreement: 1/3 of amount due

Six (6) months from Effective Date: 1/3 of amount due
One (1) year from Effective Date: 1/3 of amount due

- (iii) The payments referenced above shall not be cumulative, meaning that employees shall be eligible for payment in only one (1) category (*e.g.*, an employee in Category B is entitled to only the amount set forth in that Category and not Categories A and B cumulatively).
 - (iv) An employee's years of service for determining eligibility for a particular Category shall be calculated as of the Effective Date of the Agreement utilizing the employee's most recent date of hire.
 - (v) In order to be eligible for the payments referenced herein, an employee must be, as of the Effective Date of the Agreement and as of the date that they become eligible for any subsequent payments set forth in the within Agreement, in active status on the schedule and active status in the payroll system.
 - (vi) Eligibility for the within premium payments shall automatically terminate upon payment of the final installment.
 - (vii) Employees receiving payments according to the within provisions shall be required to maintain their employment with the County for a period of at least three hundred sixty five (365) days from receipt of any of the payments referenced herein. Employees who terminate their employment or whose employment is terminated for any reason prior to reaching this period of employment expressly agree that the County may deduct the total amount of the premium payments received pursuant to this Agreement from any final pay owed to the employee. The provisions of the within Paragraph 3(c)(vii) shall not apply to employees who receive payments under the within Agreement and elect superannuation retirement or who are deemed eligible for and take disability retirement during the 365 day period referenced herein; provided, however, such employees shall not be eligible for any remaining premium payments under the within Agreement that become due after the effective date of the employee's superannuation or disability retirement.
4. **GOVERNING LAW.** This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania. A photocopy of a fully executed Agreement shall be deemed an original for all purposes.
5. **ENTIRE AGREEMENT.** The provisions of this Agreement set forth the entire agreement among the Parties. The Parties acknowledge that they have not relied upon any representation or statement, written or oral, not set forth in this

Agreement. This Agreement may be amended only by a subsequent written agreement signed by all Parties.

- 6. **UNIQUENESS OF AGREEMENT.** The Parties acknowledge that the circumstances of this matter are unique unto premium payments made in accordance with ARPA and that the terms of this Agreement shall not serve as a past practice or precedent or prejudice the rights of any Party to take a different position in a subsequent matter and that no Party can rely upon this Agreement as creating a past practice for any other grievance or dispute existing presently or occurring in the future.
- 7. **SEVERABILITY.** If any term, condition, clause or provision of this Agreement shall be determined by a court of competent jurisdiction to be void or invalid at law, or for any other reason, then only that term, condition, clause, or provision as is determined to be void or invalid shall be stricken from this Agreement, and this Agreement shall remain in full force and effect in all other respects.
- 8. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts which, taken together, shall constitute one and the same agreement.
- 9. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be the date on which the County executes the Agreement following any formal approval as required by law.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties hereto execute the foregoing Side Letter of Agreement to the Collective Bargaining Agreement.

Lancaster County

AFSCME, District Council 89, Local 1738

Dated:

Dated: