

TERMS OF THE PANDEMIC PAY AGREEMENT

The parties recognize the unique circumstances related to the COVID-19 pandemic and its impact on state employees in the performance of their duties and responsibilities. This Agreement does not apply to employees who were able to perform their work exclusively remotely and/or through Telework and applies only to bargaining unit state employees who performed work in person during the period of March 20, 2020 through March 27, 2021 (hereinafter “the Covered Period” and “Covered Employees”).

1. Agreement as to structure. The parties agree that the following structure shall apply to determine the payment due each Covered Employee.
 - a. Covered Employees shall be divided into two categories. The “Higher Risk” category shall include all employees who were first responders, worked in a congregate setting, or in a health care facility during the Covered Period. The “Lower Risk” category shall include all other Covered Employees.
 - b. Covered Employees shall be paid a pandemic pay stipend based upon their risk category and their hours worked in person during the covered period (“Covered Hours”).
 - i. With respect to regular hours worked, employees will not receive a stipend unless their regular Covered Hours were 180 hours or more during the covered period (the “Regular Hours Threshold”).
 - ii. With respect to overtime hours worked, employees will not receive a stipend unless their regular Covered Hours were 200 hours or more during the covered period (the “The Overtime Hours Threshold”).
 - iii. Each covered employee shall receive an amount for reaching each threshold, and a fixed additional amount for each 100 hours or part thereof by which they exceed the threshold.
 - iv. Covered employees, whose hours of onsite work were not tracked, shall be eligible for a lump sum payment in an amount as determined by the parties. The lump sum may be common for a given unit or relevant section thereof, and shall be the best reasonable approximation of what similarly situated employees, as agreed by the parties, would have received if the hours were tracked. If the hours were tracked for a majority of the covered period, but not the entire period, the tracked part will be used to make a reasonable estimate of the hours for the entire period.
2. The Higher-Risk Regular Threshold Amounts shall be \$250.00 and shall increase by \$136 for each 100 such hours by which they exceed such threshold. The Higher-Risk Overtime Threshold Amounts shall be \$270 and shall increase by \$136 for each 100 such hours by which they exceed such threshold.

3. The Lower-Risk Regular Threshold Amounts shall be \$125 and shall increase by \$68 for each 100 such hours by which they exceed such threshold. The Lower-Risk Overtime Threshold Amounts shall be \$135 and shall increase by \$68 for each 100 such hours by which they exceed such threshold.

The parties agree that no employee should receive significantly lower amounts of pandemic pay as a result of hours lost, in excess of three (3) consecutive calendar weeks of medically documented illness as contained in the employee's personnel file, from being out of work due to contracting COVID, including employees who died from COVID. The parties will cooperate to resolve any situation where such has occurred.

4. Pandemic pay shall be paid for Covered Employees who were active employees on the payroll as of September 15, 2022, and those Covered employees who retired prior to that date. The parties agree to the following implementation timeframe for any awarded pandemic pay:

Retirees: Check issued as soon as can be reasonably accommodated, but in no event later than 12/29/23
Active Employees: check issued no later than, first pay period following 90 days from the date of the interest arbitration award.

5. The parties agree that the language contained in the instant agreement, regarding retroactive wages to employees who have retired from state service, shall not be used to support either party's arguments in any future SEBAC negotiations, individual contract negotiations and/or resulting arbitrations. This agreement shall not serve as precedent in any pending or future disputes between the parties in any forum regarding the specific issue of resigned or retired employees' eligibility for retroactive wages or benefits and shall not be admissible as evidence on the specific issue of resigned or retired employees' eligibility for retroactive wages or benefits in any proceeding involving either of the parties, or entities bound by, this agreement, except to enforce its terms.