

SIDE LETTER OF AGREEMENT
BETWEEN COUNTY OF DAUPHIN AND
PENNSYLVANIA SOCIAL SERVICES UNION, SEIU LOCAL 668

This is a Side Letter Agreement ("Agreement") entered into by and among Dauphin County (the "County") and Pennsylvania Social Services Union, SEIU Local 668 (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 in the County's Area Agency on Aging ("Aging"); and

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

WHEREAS, the County desires to provide a bonus to employees within Aging who worked during the Declaration of Emergency; and

WHEREAS, the Parties wish to enter into this 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. **BONUS**

- (a) Eligible employees within Aging shall receive a bonus in the amount of Two Thousand Dollars (\$2,000) ("Bonus").
- (b) Employees within Aging are only eligible for the Bonus if they meet all of the following criteria:
 - 1. The employee is currently employed by the County; and
 - 2. The employee worked in Aging between May 1, 2020 and June 3, 2022; and
 - 3. The employee has not previously received a bonus while working in a different department of the County.
- (c) Payment of the Bonus will be paid in a lump sum in the first full pay period following full execution of this Agreement. The Bonus shall be a one-time only bonus that does not renew unless agreed to in writing by the County and the Union.
- (d) 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.
- (e) Employees receiving the Bonus pursuant to this Agreement shall be required to maintain their employment with the County for a period of at least three hundred

sixty-five (365) days from receipt the Bonus. 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 Bonus received pursuant to this Agreement from any final pay owed to the employee. Such repayment shall be made by payroll deduction from the employee's final paycheck, and each employee agrees to execute a wage deduction authorization to do so. Should an employee's final paycheck be insufficient to cover the amount of indebtedness, each employee agrees to repay any remaining balance within ten (10) days of termination. The provisions of this Paragraph 1(e) shall not apply to employees who receive the Bonus and elect superannuation retirement or who are deemed eligible for and take disability retirement during the 365-day period referenced herein.

2. **OPT OUT.** Any employee may opt out of this Agreement, provided that the employee submits written notification to the County's Human Resources Director within ten (10) days following the Union's execution of this Agreement. An employee who opts out of this Agreement shall not receive the Bonus and will have no obligations under this Agreement. Any employee who does not opt out as provided herein shall receive the Bonus and be subject to the obligations provided in this Agreement.
3. **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.
4. **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.
5. **UNIQUENESS OF AGREEMENT.** The Parties acknowledge 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.
6. **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.
7. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts which, taken together, shall constitute one and the same agreement.
8. **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.

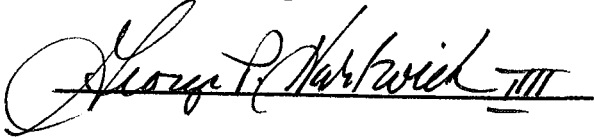
IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties hereto execute the foregoing Side Letter of Agreement to the Collective Bargaining Agreement.




Dauphin County

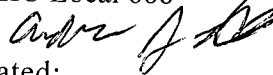
Dated: 4/5/2023







Pennsylvania Social Services Union,
SEIU Local 668


Dated: