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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 Mental Health/Intellectual Disabilities/Crisis Intervention Department ("Crisis Department"); and

WHEREAS, The Office for Mental Health and Substance Abuse Services (OMHSAS) has issued a grant of PerformCare/Health Choices Surplus Funds to the Crisis Department to use for staff retention and recruitment bonuses; and

WHEREAS, the Parties wish to establish a recruitment and retention bonus for employees in the Crisis Department; 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. **RETENTION BONUS**

- (a) Eligible employees within the Crisis Department shall receive a retention bonus in the amount of Five Thousand Dollars (\$5,000) ("Retention Bonus").
- (b) Employees are only eligible for the Retention Bonus if they are currently employed by the County in the Crisis Department.
- (c) Payment of the Retention Bonus will be paid in equal installments over twenty-six (26) pay periods. The first installment will be paid the full first pay period following full execution of this Agreement. The Retention Bonus shall be a one-time only bonus that does not renew unless agreed to in writing by the County and the Union.

2. **RECRUITMENT BONUS.**

- (a) Newly hired employees hired into the Crisis Department during the 2023 calendar year shall receive a recruitment bonus of Four Thousand (\$4,000) Dollars ("Recruitment Bonus").
- (b) Employees hired in the Crisis Department in calendar year 2023 are only eligible for the Recruitment Bonus after completion of one (1) year of continuous service in the Crisis Department.

- (c) Payment of the Recruitment Bonus will be paid in equal installments over twenty-six (26) pay periods. The first installment will be paid on the first full pay period after the employee has completed one year of continuous service in the Crisis Department. The Retention Bonus shall be a one-time only bonus that does not renew unless agreed to in writing by the County and the Union.

3. **DEDUCTIONS AND REPAYMENT.**

- (a) 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.
- (b) Employees receiving a payment 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 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 will not receive any installments following their termination.

3. **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 any payments provided herein and will have no obligations under this Agreement. Any eligible employee who does not opt out as provided herein shall receive payments 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.

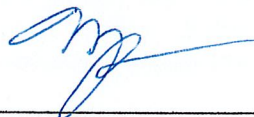
5. **UNIQUENESS OF AGREEMENT.** The Parties acknowledge that the terms of this Agreement shall not serve as a past practice or precedent or prejudice the rights of any Party to take a different position in a subsequent matter and that no Party can rely upon this Agreement as creating a past practice 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



Pennsylvania Social Services Union,
SEIU Local 668

Dated:

Dated: 5/17/23