

Memorandum of Understanding

Between

SEIU 775 (the Union) and First Choice In Home Care (the Employer)

Negotiations reopened for COVID-19 within the term of the Agreement

On February 29, 2020, Governor Jay Inslee issued a Proclamation declaring a state of emergency in all counties in Washington related to the COVID-19. On July 7, 2020 DSHS extended the funding as necessary action to the state of emergency and continue providing services to vulnerable populations during the COVID-19 pandemic.

The parties enter into the following agreement in response to ongoing health concerns presented by the COVID-19 virus.

1. All bargaining unit employees shall receive **two dollars and fifty-four (\$2.54)** per hour in addition to their base wage plus any applicable differentials for every hour worked between January 1, 2021 and March 31, 2021 ("COVID-19 stimulus"). Legally required taxes and withholdings will be deducted.
2. If either the Legislature acts to reduce the SUTA tax rate, or DSHS makes additional adjustments to the parity rate to account for the increased SUTA tax rate, the parties shall re-open this Memorandum of Understanding within 90 days of the precipitating event solely for the purpose of increasing the hazard pay rate retroactive to January 1, 2021, using all funds saved or gained by the Employer through those actions by the Legislature and/or DSHS.
3. Any PTO cash-out or any PTO paid shall be at the pre-COVID-19 stimulus rate.
4. Training, safety, and orientation hours shall be paid at the employees' pre-COVID-19 stimulus rate.
5. Hours worked on holidays recognized under the CBA shall be paid at time-and-a-half of the base wage and will not include the COVID-19 stimulus.
6. This MOU will remain in effect until 11:59 PM on March 31, 2021 unless extended by mutual agreement of the parties.
7. The Employer will provide all necessary PPE, per Washington State Labor and Industries guidelines and all local and state Department of Health recommendations, to all employees serving COVID-19 and non-COVID-19 clients. In any situation where an employee requires a N-95 mask according to L&I guidelines, the Employer will be responsible to cover applicable fit testing.

For the Union:

Summer Young (electronically)

For the Employer:

Michael J. Howard

Date: 22 January 2022

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