

**MEMORANDUM OF AGREEMENT
BETWEEN
MONTGOMERY COUNTY GOVERNMENT
AND
UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 1994
MUNICIPAL AND COUNTY GOVERNMENT EMPLOYEES ORGANIZATION**

The following agreement is entered into between Montgomery County Government (the “County”) and the United Food and Commercial workers, Local 1994, Municipal and County Government Employees Organization (“MCGEO”) (hereinafter referred to collectively as the “Parties”) concerning differential pay for an emergency of an extended duration and designated essential personnel for COVID-19.

DEFINITIONS

Back Office Onsite work: work performed at a County worksite that cannot be performed by telework and does not involve regular physical interaction with the public.

Front Facing Onsite work: work that cannot be performed by telework that involves physical interaction with the public and cannot be performed with appropriate social distancing. For example, Transit Desk Coordinators, Police Service Assistants, bargaining unit members assigned to the Crisis Center, and any other similarly situated bargaining unit members shall be considered front facing. Notwithstanding the foregoing, the Parties agree that the following work will be treated as Front Facing Onsite work: bargaining unit members assigned to the ECC.

COVID-19 Differential: money to be paid to an employee in addition to the employee’s regular pay for Back Office Onsite work or Front Facing Onsite work.

AGREEMENT

As a result of the declared Maryland State of Emergency related to COVID-19 the Parties agree to the following:

COVID-19 Differential:

Compensatory Leave

For the period of March 22, 2020 through March 28, 2020, the County shall provide forty (40) hours of compensatory leave to each bargaining unit member who was required to work onsite, whether front facing or back office.

For employees who are required to perform Front Facing Onsite work:

For the period of March 29, 2020 through June 20, 2020, employees will be paid a \$10.00 per hour COVID-19 Differential for each hour of Front Facing Onsite work performed.

For employees who are required to perform Back Office Onsite work:

For the period of March 29, 2020 through June 20, 2020, employees will be paid a \$3.00 per hour COVID-19 Differential for each hour of Back Office Onsite work performed.

Overtime Pay:

Overtime pay shall be based on the employee's base hourly wage. COVID-19 Differential due an employee, if any, shall be counted as part of the employee's hourly wage for purposes of calculating overtime pay.

Telework/Administrative Leave:

The Parties agree that Telework is mandatory for work that can be performed remotely and COVID-19 Differential pay will not be paid for any work that can be performed by telework or to any employee on paid administrative leave. Employees directed to perform work onsite will receive the appropriate COVID-19 Differential as defined in this agreement for the entire duration of that assignment.

Any employee who has been directed by a healthcare provider to quarantine/isolate, due to symptoms, exposure, or travel, will be provided COVID-19 administrative leave for the quarantine/isolation period until a healthcare provider documents that the employee has successfully completed/been released from the quarantine/isolation period. The County may request that the employee's healthcare provider update the quarantine directive on a bi-weekly basis.

For the duration of the Maryland Declaration of State of Emergency, any employee who is considered high-risk based on the Center for Disease Control's guidelines (<https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-at-higher-risk.html>) or who resides with a family member who is considered high-risk, shall, upon providing OMS with supporting documentation, be provided the ability to telework. If work is not available for the employee to telework, the employee is eligible to be provided COVID-19 administrative leave until the Maryland Declaration of State of Emergency is lifted. Administrative leave may only be revoked by the Chief Administrative Officer, if necessary, to ensure public health and safety.

Notification:

The County will provide MCGEO with data regarding the usage of the COVID-19 Differential Pay on a per pay period basis.

Work Sites and Schedules:

The Parties recognize that during this event, the need to schedule and assign employees alternative work schedules or work sites outside of their normal work assignment may arise. Accordingly, the parties intend to work collaboratively to ensure that the County

has the necessary scheduling flexibility to address those needs. The County, therefore, in consultation with the Union, may schedule and assign an employee to work and to a work site based on a demonstrated operational need and availability, including assigning an employee to work in a department or office other than the employee's normal current department or office. If, after consultation, MCGEO believes it is necessary, it may request bargaining regarding any bargainable aspects of the implementation of a work or work site change.

Health and Safety:

The Parties acknowledge the importance of complying with the CDC guidelines regarding social distancing as a measure to prevent the spread of the COVID-19 virus. Accordingly, the County will ensure employees working onsite will comply with those guidelines.

Time Codes:

During the declared Maryland State of Emergency related to COVID-19, employee work time will be coded on an hourly basis pursuant to timekeeping guidance provided by the County.

General Emergency Pay:

MCGEO agrees to waive its right to pursue general emergency pay, pursuant to their Collective Bargaining Agreement, for work performed during the term of this Agreement with respect to the declared Maryland State of Emergency related to COVID-19. This Agreement does not alter in any way a bargaining unit member's right to receive emergency pay under CBA Article 5.17 for a County Executive declared general emergency.

Reopener of Agreement:

This Agreement may re-open on June 20, 2020. However, if the declared Maryland State of Emergency related to COVID-19 extends beyond that time, the terms of this Agreement shall continue, or after collectively bargaining with MCGEO, will be modified based upon the circumstances at the time. In the event that the declared Maryland State of Emergency related to COVID-19 is rescinded before June 20, 2020, the date of the Declaration's rescission shall be considered the last day of this Agreement, notwithstanding the pay periods indicated above defining when the COVID-19 Differential will be paid.

