

**THIRD MEMORANDUM OF AGREEMENT  
BETWEEN  
HOUSING OPPORTUNITIES COMMISSION  
AND  
UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 1994  
MUNICIPAL AND COUNTY GOVERNMENT EMPLOYEES ORGANIZATION**

The following third agreement is entered into between the Housing Opportunities Commission (the “HOC”) 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 and other measures to address the Maryland State of Emergency for COVID-19.

**DEFINITIONS**

*Back Office Onsite Work:* Work performed at an HOC 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. Maintenance work performed in vacant units that have been disinfected, shall not be considered Front Facing Onsite Work.

*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 continuation of the declared Maryland State of Emergency related to COVID-19 the Parties agree to the following:

**COVID-19 Differential:**

**For employees who are required to perform Front Facing Onsite Work:**

For the period of October 3, 2020 through October 30, 2020, employees will be paid a \$4.00 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 October 3, 2020 through October 30, 2020, employees will be paid a \$1.75 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 not be counted as part of the employee's hourly wage for purposes of calculating overtime pay.

**Telework/FFCRA & 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 leave. Employees directed to perform work onsite will receive the appropriate COVID-19 differential as defined in this agreement for the hours during which they perform work onsite.

Any full time employee who has been directed by a healthcare provider to quarantine/isolate, due to symptoms, exposure, or travel, will be permitted to use the eighty (80) hours of paid sick leave available under the new federal FFCRA. (Part time employees will receive a prorated amount of FFCRA leave.) Thereafter, the employee will be permitted to use any available compensatory leave provided pursuant to the April 27, 2020 Memorandum of Agreement. For any remaining portion of the quarantine/isolation period, the employee will be provided with administrative leave. The Commission may request that the employee's healthcare provider update the quarantine directive on a weekly basis.

For the duration of the Maryland Declaration of State of Emergency, any full time 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 HOC's Human Resources Office with supporting documentation, be provided the ability to telework. If work is not available for the employee to telework, the employee will be permitted to use the eighty (80) hours of paid sick leave available under the new federal FFCRA. (Part time employees will receive a prorated amount of FFCRA leave.) Thereafter, the employee will be permitted to use any available compensatory leave provided pursuant to the April 27, 2020 Memorandum of Agreement. For any remaining portion of the Maryland State of Emergency, the employee will be provided with administrative leave.

**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 HOC has the necessary scheduling flexibility to address those needs. HOC, in consultation with the union, may schedule and assign an employee 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.

### **Customer Service Delivery:**

The parties agree that all staff will work their normal work schedule, unless they receive their manager's prior approval to adjust their schedule. Pursuant to HOC's Customer Service standards, the parties agree that all employees will remain productive and responsive during their scheduled work hours whether working onsite or working from a remote setting. During scheduled work hours all staff are required to check email and voicemail regularly throughout the day and be responsive to customer's needs both internally and externally.

The parties agree that employees working remotely maintain the same response times as if they were at their regular HOC work location. Employees will be available to attend scheduled work meetings as required and/or requested. Presence may be maintained by using appropriate technology including but not limited to a computer, email, messaging application, video conferencing, instant messaging, Google Hangouts, and/or text messaging.

### **HOC Technology Equipment and Inventory**

The parties agree that the equipment and materials provided by HOC for use during Social Distancing are the property of the Housing Opportunities Commission. As such, HOC is responsible for maintaining, repairing, and replacing HOC owned equipment issued to staff. In the event of equipment malfunction, the employee must notify their supervisor and the IT office immediately. All staff must take the necessary steps and precautions to safeguard HOC equipment, data and materials.

The parties also agree that it is important to ensure the protection of HOC's substantial investment in its technology equipment used by staff during Social Distancing.

Beginning in October, the Information Technology Office will undertake an inventory of all technology equipment issued to staff. Each employee will be scheduled to report to the IT Office with all HOC technology equipment issued to them for the purpose of inventorying the equipment. For the benefit of each employee, IT staff will also ensure the equipment is working properly and that the operating system is current and that the, antivirus, antitheft and malware software on each laptop is up to date.

### **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, HOC will ensure employees working onsite will comply with those guidelines to the best of its ability. In addition, MCGEO members working onsite will comply with those guidelines to the best of their ability. Furthermore, HOC will maintain infection prevention methods, to include enhanced cleaning and disinfecting of surfaces and equipment at each worksite, and will make all reasonable efforts to procure and obtain the appropriate supplies to provide PPE to all employees working onsite, to include gloves, facemasks, and disinfectant wipes/ spray as recommended by the CDC.

**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 HOC. MCGEO agrees that hourly coding related to coordinating COVID-19 differential payments shall neither adversely impact an exempt employee's salaried status nor be used to argue that an exempt employee is entitled to overtime compensation.

**General Emergency Pay:**

MCGEO agrees to waive its right to pursue general emergency pay, pursuant to their Collective Bargaining Agreement, for work performed prior to or 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 5.4 for a general emergency declared by the Executive Director for an event unrelated to the declared Maryland State of Emergency related to COVID-19.

**Reopener of Agreement:**

This Agreement shall remain in place until October 30, 2020. In the event that the declared Maryland State of Emergency related to COVID-19 is rescinded before October 30, 2020, the date of the Declaration's rescission shall be considered the last day of this Agreement, notwithstanding the periods indicated above defining when the COVID-19 Differential will be paid.

IN WITNESS, WHEREOF, the Parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 13th day of October 2020.

United Food and Commercial Workers,  
Local 1994, Municipal and County  
Government Employees Organization

Housing Opportunities Commission

By: Gino Renne 10/13/20  
Gino Renne Date  
President

By: Stacy Spann 10/13/2020  
Stacy Spann Date