

**FIFTH MEMORANDUM OF AGREEMENT
BETWEEN
MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
AND
UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 1994
MUNICIPAL AND COUNTY GOVERNMENT EMPLOYEES ORGANIZATION**

The following Fifth Memorandum of Agreement (“Agreement”) is entered into between the Maryland-National Capital Park and Planning Commission (“M-NCPPC” or “Commission”) and the United Food and Commercial Workers, Local 1994, Municipal and County Government Employees Organization (“MCGEO”) (hereinafter referred to collectively as the “Parties”) concerning the impact of the Maryland State of Emergency for COVID-19.

AGREEMENT

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

Collaborative Communications

The Commission and MCGEO agree to work together to prepare joint communications to further educate represented employees on:

- The terms of this Agreement;
- The use of telework put in place by the M-NCPPC in consultation with MCGEO;
- Social distancing and other COVID-19 response as recommended/mandated by the Centers for Disease Control and State/local government, and public health officials;
- The use of cloth facial coverings in the workplace pursuant to the April 17, 2020 Memorandum of Understanding executed by MCGEO and the M-NCPPC;
- The appropriate use of M-NCPPC paid sick leave under the Federal Families First Coronavirus Response Act (FFCRA) leave benefits (up to 12 weeks);
- Social Distancing Leave benefits (up to 40 Hours) pursuant to the March 15, 2020 Memorandum of Understanding executed by MCGEO and the M-NCPPC; and,
- Any other issues that may arise related to addressing the COVID-19 response.

Telework and Alternative Work Schedules

Where possible, employees will continue to be directed to telework.

For the period between October 4 and November 28, 2020, the Commission will grant each employee represented by MCGEO up to two (2) hours of Paid Time Off (“PTO”) for each work week or part thereof that the employee works consistent with the following. Employees who work up to and including twenty (20) hours in a workweek shall receive one (1) hour of PTO. Employees who work more than twenty (20) hours in a workweek shall receive two (2) hours of PTO. No PTO will be provided for time paid but not worked or for overtime hours. Employees will be required to use the accrued PTO prior to June 30, 2021. Any unused leave balance at the time of an employee’s termination will not be paid out or transferred to any other leave category or to any other individuals.

The Parties recognize that during the agency’s COVID-19 response, 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 Commission has the necessary scheduling flexibility to address those needs. The Commission, in consultation with MCGEO, may schedule and assign an employee to an alternative schedule or an alternative reporting 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 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 schedule change.

Families First Coronavirus Response Act (FFCRA) Leave, Social Distancing Leave & Compensatory Leave:

In addition to telework to allow employees to be away from the worksite, the Parties have agreed to put in a number of programs to assist employees with taking additional time away from work to address COVID-19 related concerns. These include the use of agency provided paid Social Distancing Leave per the March 15, 2020 Memorandum of Understanding (up to 40 hours for full time employees); the forty (40) hours of compensatory leave provided pursuant to the May 5, 2020 Memorandum of Agreement; up to 12 weeks of agency provided paid sick leave consistent with the federal Families First Coronavirus Response Act (FFCRA), and use of other leave programs previously negotiated by the parties including: the employee’s own accrued leave; sick leave bank; and leave donor programs; advancement of sick leave; and other leave programs.

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 request telework. Employees may also request up to eighty (80) hours of agency paid sick leave available under the new federal FFCRA (part time employees will receive a prorated amount of leave), as well as any available Social Distancing Leave, compensatory leave or any other leave program for which the employee is eligible. The employee also will be permitted to use Article 15 sick leave for any remaining portion of the quarantine/isolation period, as well as any other accrued leave, advancement of sick leave, and other leave programs consistent with the agency’s directive issued in Commission Notices 20-11 (FFCRA). If the employee does not have accrued sick leave, then the Commission

will advance the employee up to eighty (80) hours of sick leave to cover the period until the employee has successfully completed/been released from the quarantine/isolation period. The Commission may request that the employee obtain updates from his/her healthcare provider as appropriate.

At-Risk employees: Individuals who have underlying medical conditions that make them more vulnerable to COVID-19 and result in a medical provider recommending isolation or quarantine. Commission Notice 20-18 (Accommodations for At-Risk Employees in Response to COVID-19) addresses accommodations for At-Risk employees and shall apply to MCGEO members. Commission Notice 20-18 shall remain in effect until the close of business on October 31, 2020. Should the Commission extend the effective date of Commission Notice 20-18 for non-represented employees, then it will extend the Notice's application to MCGEO-represented employees through November 28, 2020.

Employees remaining at home pursuant to any of the terms of this Agreement are prohibited from undertaking any form of secondary employment during their regularly scheduled hours on their day off. Those who violate this restriction shall be subject to discipline, up to and including termination of employment.

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. To support that effort, the Commission has undertaken a series of steps in certain facilities including increasing the use of teleworking when possible, eliminating morning check-in at certain facilities, and requiring the use of cloth facial coverings for employees working onsite.

The Commission will take all reasonable steps to ensure employees working onsite will comply with those guidelines, and MCGEO will cooperate with the Commission's efforts to do so.

Emergency Pay:

MCGEO agrees to waive its right to pursue general or any other emergency pay, pursuant to the 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 Section 5.7.1, Local Emergencies, Section 5.7.2, Area-Wide Emergency and/or Section 5.7.3, General Emergency for an event unrelated to the declared Maryland State of Emergency related to COVID-19.

Duration of Agreement:

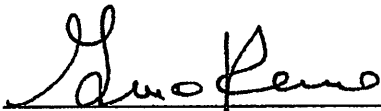
This Agreement shall remain in place until November 28, 2020 unless stated otherwise herein. In the event that the declared Maryland State of Emergency related to COVID-19 is rescinded

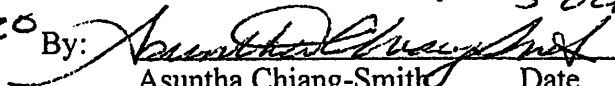
before November 28, 2020, the date of the Declaration's rescission shall be considered the last day of this Agreement. The parties agree to initiate any negotiations of a next Covid-19 MOU no later than November 13, 2020.

IN WITNESS, WHEREOF, the Parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 2d of October 2020.

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

Maryland National Capital Park
and Planning Commission

By:  10/5/20 Date
Gino Renne
President

By:  5 OCT 2020 Date
Asuntha Chiang-Smith
Executive Director