

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

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

Compensatory Leave

For the period of March 21, 2020 through March 27, 2020, HOC shall provide one hour of compensatory leave for every hour worked onsite to each bargaining unit member who was required to work onsite, whether Front Facing or Back Office Onsite Work.

COVID-19 Differential:

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

For the period of March 28, 2020 through June 20, 2020, employees will be paid an \$8.00 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 28, 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 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.) 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.) 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.

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 June 20, 2020. However, if the declared Maryland State of Emergency related to COVID-19 extends beyond that time, the parties shall meet for the purposes of negotiating the extension of the agreement or modifications 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 periods indicated above defining when the COVID-19 Differential will be paid.

