TENTATIVE AGREEMENT

Housing Opportunity Commission and UFCW Local 1994 MCGEO

Gender-neutral Language

In order to recognize the evolution of gender identification in today's society, we recommend transforming the language of the Collective Bargaining Agreement to gender-neutral language in an effort to demonstrate inclusion to all people including those who do not identify with the stereotypical gender binary of male/female.

ARTICLE 3 AGENCY SHOP

3.1 It shall be a continuing condition of employment that all bargaining unit employees shall pay an initiation fee and shall either become members of the Union within thirty (30) days of obtaining Merit System status or shall pay a service fee in an amount not greater than the monthly dues paid by members of the Union. Adherents of a religion, the tenants of which oppose joining or financially supporting any employee organization on religious grounds may invoke that belief by submitting a religious objection. A bargaining unit member deemed exempt from paying any fee for activities because of a bona fide religious objection will be required to pay an amount equal to the reduced fee to a 501-(c)-(3) non-profit organization agreed to by the bargaining unit member and the Union. In the event of a dispute as to whether a bargaining unit member does have a bona fide religious objection, the matter will be submitted to a neutral arbitrator for determination. The arbitrator will be appointed by the MNCPRC Labor Relations Administrator. The proceedings will be held in conformity with the arbitration rules of this Agreement. MCGEO-UCFW Local 1994 will pay for the arbitration fee.

3.12 Bargaining Unit Members who pay Union dues and initiation fees and Bargaining Unit Members who pay a service fee shall pay amounts set by the Union. These amounts may be subject to change once each year of this Agreement as a result of the Union's notice to the Employer and the appropriate Bargaining Unit Members mailed thirty days prior to the change.

3.23 The Union shall indemnify and hold the HOC harmless against any and all claims arising from actions taken by the Union with regard to the collection of Union dues and initiation fees, service fees or the resolution of disputes concerning Union dues and/or initiation fees initiation fees or agency service fees, including any costs for attorneys (attorneys to be selected by the HOC), expert witnesses, and other litigation expenses.

ARTICLE 4 PAYROLL DUES DEDUCTION

4.1 The HOC-Union shall provide a voluntary checkoff and HOC shall check off Union dues, initiation fees and service fees voluntary political contributions from all bargaining unit members who submit an advance written authorization for such a checkoff. covered by this agreement. The amount to be deducted shall be certified to the HOC by the Treasurer of the Union, and the aggregate deductions from all bargaining unit members shall be remitted bi-weekly to the Union, along with an itemized statement.

ARTICLE 5 WAGES

5.1 Wage Adjustments (rewrite as follows)
Effective the first full pay period after January 1, 2022, Bargaining Unit Members shall receive a $1064 general wage adjustment.

Effective the first full pay period after June 1, 2022, Bargaining Unit Members shall receive a $1684 general wage adjustment.

The minimum and maximum of the pay scales for each grade shall be increased commensurate with each general wage increase.

5.1.2 Service Increments (rewrite as follows)

5.1.2(a) For Fiscal Year 2022, Bargaining Unit Members who have been rated as fully successful by the effective date, shall receive a 3.5% annual pay increment effective the first full pay period after January 1, 2022. A Bargaining Unit Member who is not fully successful the first full pay period after January 1, 2022, shall receive their FY22 increment when they become fully successful.

5.1.2(b) For Fiscal Year 2021, Bargaining Unit Members who have worked at least six months in FY21, shall receive a 1.75% annual pay increment effective the first full pay period after June 1, 2022 and a 1.75% annual pay increment effective the first full pay period after September 1, 2022.

5.1.2(c) The annual pay increment is granted up to the level for the pay grade to which the Bargaining Unit Member is assigned. When a Bargaining Unit Member is not at the top of the pay grade, any remaining balance of the increment will be given as a one-time bonus. Bargaining Unit Members who are already at the top of the pay grade shall not receive any increment as a bonus.

5.1.2(d) At no time during the contract period will a Bargaining Unit Member receive a wage that is below the minimum of the Bargaining Unit Member’s pay grade.

5.1.3. Wage Reopener

The parties will hold reopener negotiation sessions to address the issue of wage adjustments for the third and fourth year of the Agreement. The reopener session for the third year of the Agreement shall begin no later than March 1, 2018 and shall conclude no later than May 1, 2018. The reopener session for the fourth year of the Agreement shall begin no later than March 1, 2019 and conclude no later than May 1, 2019.

At no time during the contract period will a Bargaining Unit Member receive a wage that is below the minimum of the Bargaining Unit Member’s pay grade.

If during FY21 or FY22, non-represented employees receive General Wage Adjustments, Service Increments or Longevity Steps or bonuses, or other increases above the amount received by bargaining unit members, HOC will inform the union within ten (10) days of issuing the increase/s and the parties will enter negotiations over the particular topic (General Wage Adjustments, Service Increments, Longevity Steps, Bonuses, etc.) where the percentage paid to non-represented employees exceeded the percentage (or amount in cases where agreement specifies lump sum dollar increases) paid to bargaining unit members.

5.2.1 Top of Grade Lump Sum (rewrite as follows)
Bargaining Unit Members who were not eligible for the FY22 increment because they are at top of grade shall receive a $825 bonus in the first full pay period after January 1, 2022.

Bargaining Unit Members who were not eligible for the FY21 increment because they are at top of grade shall receive a $412.50 bonus in the first full pay period after June 1, 2022 and a $412.50 bonus the first full pay period after September 1, 2022.

This lump sum amount shall be pro-rated for part-time employees. This payment will be made in one lump sum, by separate payment, and processed on the same pay date as Service Increments for Bargaining Unit Members not at the top of the grade.

Eligible employees who are on unpaid leave and return to work during FY22 will receive their payment by separate payment following their return to active employment with the Agency.

The lump sum payment is considered regular earnings or income, withholding, and employment tax purposes. The payment will not be added to the employee’s base salary. These payments are not considered “regular earnings” for retirement/life insurance purposes and employees will not receive any retirement/life insurance benefits based on these payments.

**ARTICLE 9 WORKING CONDITIONS**

9.8 Training

Bargaining Unit Members who leave the Commission prior to the end of the current Collective Bargaining Agreement and who have received outside skills development training in excess of $500 in any fiscal year to develop the skills, knowledge, and abilities necessary in the performance of their official duties, agree that the Commission shall be authorized to deduct from their final paycheck and/or from any accrued leave balances, a pro-rata percentage of the cost of the training, less $500.00, based upon the following:

- 0-3 months worked after the training ___________ 100%
- 4-12 months worked after the training ___________ 66 2/3%
- 13-24 months worked after the training ___________ 33 1/3%
- 25-36 months worked after the training ___________ 0%

9.21 Emails

Email is an official method of communication at HOC and employees are expected to check their HOC email on a regular basis in order to remain informed about policy updates, upcoming deadlines and any Agency-related communications. Employees are expected to ensure that they do not allow their email accounts to overflow. HOC is not responsible for communications that are lost due to lack of email account maintenance by the employee.

9.8 Training

The HOC will provide training to improve the skills of Bargaining Unit Members taking into consideration the following factors: (1) budgeting considerations; (2) giving first priority to the enhancement of skills related to the job duties of an employee’s existing position; and (3) ensuring that the training relates to skills associated to the Commission’s business. To the extent that it is available
and to the extent that the work schedule permits, training will be held during work hours. Compensation for any training held outside of work hours will be consistent with FLSA Regulations and applicable provisions of this Agreement.

Bargaining Unit Members agree to undertake and complete training to improve skills related to the performance of essential functions of their positions and to become and remain proficient in the use of any new improved skills.

Bargaining Unit Members who leave the Commission prior to the end of the current Collective Bargaining Agreement and who have received outside skills development training in excess of $500 in any fiscal year to develop the skills, knowledge, and abilities necessary in the performance of their official duties, agree that the Commission shall be authorized to deduct from their final paycheck and/or from any accrued leave balances, a pro rata percentage of the cost of the training, less $500.00, based upon the following:

<table>
<thead>
<tr>
<th>Periods Worked after Training</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-3 months</td>
<td>100%</td>
</tr>
<tr>
<td>4-12 months</td>
<td>66 2/3%</td>
</tr>
<tr>
<td>13-24 months</td>
<td>33 1/3%</td>
</tr>
<tr>
<td>25-36 months</td>
<td>0%</td>
</tr>
</tbody>
</table>

ARTICLE 12 MERIT RULES AND PRACTICES- GRIEVANCE AND ARBITRATION

12.2.3 Grievance Procedure

12.2.3(b) Step 2: Upon receipt of a written appeal from Step 1, the Division Director or designated representative responsible for resolution shall provide a written response within thirty (30) days of receipt of the grievance. If the Union is not satisfied with the response, or no response is given, the grievance may be appealed to Step 3. The appeal to Step 3 must be in writing and submitted within fifteen (15) days of the receipt of the department head’s written response or the deadline for receipt of that response.

The parties agree to participate in a two-year pilot program to evaluate the benefits of MCGEO’S proposal to change the Grievance Procedure, Section 12.2.3 by introducing FMCS involvement. The pilot program will terminate on July 1, 2018-2023, unless the parties agree to continue the program.

12.2.4 Arbitration

Either party may request arbitration by giving the other side written notice within forty-five (45) days after receipt of the answer at Step 3 or the date the answer was due. The arbitration proceeding shall be conducted by an arbitrator selected by the HOC and the Union. The parties will develop a list of five (5) mutually-agreed upon arbitrators. The arbitrators removed from the list shall be by mutual agreement. If the parties cannot reach a mutual agreement, then each side shall strike one name from the list. Matters referred to arbitration/mediation in accordance with the various sections of this Agreement shall be rotated among the arbitrators on the list. If an arbitrator cannot hear the matter within sixty (60) calendar days of being contacted, then the parties shall move to the next arbitrator on the list, unless otherwise mutually agreed to by the parties.

ARTICLE 16 SICK LEAVE PROGRAM
16.1 A Sick Leave Donor Program shall be created for Bargaining Unit Members covered by this Agreement in need of sick leave and who have already depleted their own accrued leave and have an illness/condition that would qualify for FMLA. Coordination and management of the Sick Leave Donor Program shall be the sole responsibility of the Union management. The Union shall solicit donations from Bargaining Unit Members on behalf of the Bargaining Unit Member in need. Bargaining Unit Members will be allowed to donate sick leave, annual leave, and personal leave to the Bargaining Unit Member to be used as sick leave. Individual Bargaining Unit Members who volunteer to make a donation will be required to donate a minimum of four (4) hours. When a block of twenty (20) hours has been accumulated, the Union shall notify the HOC and the hours then will be transferred to the Bargaining Unit Member in question. To be considered for a given payroll, MCGEO’s request for a transfer of hours must be received in the Human Resources office no later than the Tuesday preceding the payroll. No supplemental checks will be issued by the Agency when this deadline is not met.

16.2 Any Bargaining Unit Member covered by this Agreement who leaves employment with the HOC may donate up to sixty (60) hours of accrued sick leave to the Union Sick Leave Donor Program. Such donations must be in writing and shall be solicited by the Union, not the Commission. The Union shall provide the Commission with a copy of the written donation no later than thirty (30) days after the Bargaining Unit Member leaves the Commission. HOC will provide exiting Bargaining Unit Members a donation form during the employee’s Exit Interview with Human Resources. Human Resources will provide completed donation forms to the Union no later than thirty (30) days after the Bargaining Unit Member leaves the Commission. In the event the employee does not attend the Exit Interview, Human Resources will notify the Union. Should this occur, the Union will have thirty (30) days to solicit the former employee for donations and provide the Commission with a copy of the written donation form.

ARTICLE 17 LEAVE WITHOUT PAY

17.5 If a Bargaining Unit Member is granted a leave without pay for a period in excess of four (4) consecutive weeks, the date the Bargaining Unit Member would have been eligible for a higher leave accrual rate must be deferred and reassigned to a later date. The length of time the date is deferred must be equal to the period of time the Bargaining Unit Member was on approved leave without pay. Leave accruals will be suspended when a Bargaining Unit member has been on approved Leave Without Pay for a period in excess of four (4) weeks. Leave accruals will resume when the employee returns to Active Status.

ARTICLE 18 DISABILITY LEAVE FOR WORK RELATED INJURIES

Section 18.5

Employees who are members of the Retirement Savings Plan and the Guaranteed Retirement Income Plan are also eligible for a long-term disability benefit (LTD2) as provided in accordance with the Participating Agreement terms between the HOC and Montgomery County Government and according to the Montgomery County Code. There is no benefit waiting period if the disability is determined to be service connected; however, benefit payments will begin within forty (40) days after the employee has exhausted all accrued sick leave and compensatory leave in excess of eighty (80) hours.
ARTICLE 35 UNIFORMS AND TOOLS

35.2 Safety Shoes

35.2.5 Any employee found utilizing the HOC shoe voucher program to purchase boots or shoes for a spouse child or anyone other than the employee shall be subject to discipline.

35.5 Uniform Issuance and Appearance

The issuance and replacement of uniforms and equipment shall be done within a reasonable time. Replacement of uniforms will be based on normal wear and tear criteria. Once Bargaining Unit Members receive their entire uniform complement, they will be expected to report to work in full uniform with assigned safety apparel/equipment. Unless the Bargaining Unit Member has received written approval from their Maintenance Supervisor, or as a result of a Reasonable Accommodation, Bargaining Unit Members shall refrain from wearing non HOC issued apparel including unapproved hats or shoes. In daily use, uniforms shall be neat, clean and odor free.

HOC shall continue to provide, at no cost to Bargaining Unit Members, uniform cleaning services. Employees who choose not to utilize HOC provided uniform cleaning services shall maintain their uniforms in an acceptable manner.

35.7 Service, Labor, Trades Differential Program

Within thirty (30) days following the execution of the wage reopener agreement, the parties will execute a revised Memorandum of Understanding related to the Trade Maintenance Worker-III position. A minimum of three (3) Grade 10, Trades Maintenance Worker-III positions will be created in accordance with the previously agreed upon subcommittee recommendations. Commencement of the recruitment process will begin within ninety (90) days of the execution of the revised Memorandum of Understanding.

ARTICLE 37 UNION ACTIVITIES

37.5 Union Activities

On a quarterly basis, the Union shall provide HOC with a current list of Union officers and shop stewards. The Union will notify HOC of any changes to the list of officers and stewards within thirty (30) days of the change. Bargaining Unit Members’ designated shop stewards shall be limited to no more than eight (8) for OPT and six (6) for SLT.

ARTICLE 40 UNION COMMUNICATIONS

40.4 The Union may e-mail its members through the Internet at their HOC e-mail addresses for the purposes of posting date, time, and location information for scheduled Union meetings and other official activities. HOC agrees not to block e-mail of this nature originating from the Union’s address. Management shall update the bargaining unit group email list at least quarterly. MCGEO agrees to limit e-mail communication to members to before or after the working day unless the communication involves enforcement of the contract, including the investigation of grievance or the conducting of the parties’ business. MCGEO communication shall not interfere with the conduct of normal Commission business or Bargaining Unit Member work. If MCGEO allows excessive usage of e-mail communication, the Commission will expect MCGEO to cease and desist from said activity immediately upon notice. If
excessive communication does not immediately cease and desist, then the Commission shall have the right to take the appropriate action.

ARTICLE 41 PERFORMANCE EVALUATIONS

41.7 Performance Improvement Plans

The Performance Improvement Plan (PIP) is a strategy tool designed to assist employees in correcting performance deficiencies and meeting supervisory expectations. The use of a Performance Improvement Plan is mandatory when an employee receives an overall rating of "Mostly Successful" or "Unsuccessful" on a performance evaluation and is placed on probation as a result of work performance. A Performance Improvement Plan may be initiated at any time during the performance appraisal cycle if a determination is made through a performance evaluation that the employee's performance is less than fully successful. HOC shall add placement on a PIP to Article 34 of the Collective Bargaining Agreement and will notify the Union upon authorization from the employee placed on a PIP.

ARTICLE 42 EMPLOYEE LISTS

HOC will provide the following personnel data of Bargaining Unit Members to the Union electronically on computer disk; home phone number, date of birth, sex, race, social security number, street address, city, state, zip code, any home e-mail addresses provided to the Agency, job title, department, pay grade, salary, hourly rate of pay, work location address, date of hire, and hours/week (full or part-time), name of insurer (health plan), and retirement group. The Union will not authorize the use of the information by any other agency, organization, or individual for any purpose. The HOC agrees to provide employee lists on or before the 5th of each month.

ARTICLE 45 NO-SMOKING POLICY

Smoking, the use of other tobacco products, and the use of e-cigarettes (vaping) is prohibited in all enclosed HOC buildings and in all enclosed space leased or rented by the HOC. Smoking and the use of e-cigarettes is also prohibited on any HOC property where the public is prohibited from these actions. No Bargaining Unit Member shall be permitted to smoke, use e-cigarettes, or use any other tobacco products while utilizing any HOC vehicle. This prohibition applies irrespective of whether there is any other person in the vehicle.

45.2 HOC agrees that it will not remove the smoking trailer at the Detrick site prior to January 1, 2017, provided that maintenance of the trailer does not violate any state or local laws regarding restricting smoking in areas of the County. Following January 1, 2017, HOC reserves the right to shut down and remove the trailer. Smoking cessation assistance will be provided, on request, to Bargaining Unit Members who currently smoke tobacco.

ARTICLE 49 HEALTH BENEFITS

49.17 Montgomery County Government and MCGEO are currently meeting to address plan changes to eliminate the risk of an ACA Cadillac Plan tax in 2020. If either the ACA Cadillac Plan tax has not been
repealed or if these discussions have not mitigated the impact of Cadillac Plan tax penalties by January 1, 2019, then MCCEO and HOC agree to engage in discussions with Montgomery County Government over the health plan. If these discussions do not mitigate the risk of tax penalties by July 1, 2019, then the parties shall undertake reopener negotiations to explore alternative health plan providers between July 1, 2019 and September 30, 2019. If the parties fail to reach agreement, then the unresolved issues shall be addressed through interest arbitration.

ARTICLE 66 RETURN TO WORK EXAMINATIONS

66.1 An employee must present a Medical Release to Return to Work form to their supervisor or the Human Resources Office immediately upon returning to work under the following circumstances:

ARTICLE 68 TERMINATION

Add as new: Section 68.9 Term employees shall receive sixty (60) days’ advance written notice, or pay in lieu of notice, of the termination of their employment. In addition, such term employees will be given priority consideration for any available, vacant, posted position for which the employee then qualifies, from the date of the notice of termination until six (6) months after the termination date. Should a term employee decline any such position offered by HOC, the employee shall no longer be entitled to priority consideration.

Employee recognizes that during the course of this employment, Employee will learn and become aware of information including, but not limited to, HOC technical and business information as well as client information related to social security numbers, finances, medical information and other confidential data, including Personally Identifiable Information (“Confidential Information”). Employee agrees and understands that maintaining the confidentiality of such information is essential to HOC’s operations and would be harmful to HOC and its clients if released. Additional examples of Confidential Information include, but are not limited to, the following: The following shall also be considered confidential:

- Customer or employee social security numbers;
- Customer addresses, telephone numbers and household composition;
- Customer income and bank account information;
- Customer medical and social security information;

To protect this Confidential Information, Employee agrees that during employment with HOC, they/he/she will not disclose to any person, firm, company, corporation, or any other entity any Confidential Information, and will not otherwise disseminate or publish Confidential Information in any manner whatsoever, and all information concerning the business information of HOC as well as the confidential information of its clients. Employee further agrees to take all reasonable precautions to protect against the intentional, negligent, or inadvertent disclosure of such Confidential Information, including following all HOC security policies. to any other person or business entity.

Upon separation of employment, Employee agrees to return to HOC all documents, records, materials and other property of whatever nature received from or created for HOC and any and all copies thereof including, but not limited to, those documents, records, and materials containing or relating to secret or Confidential Information. Employee agrees that all such documents which are currently in
his/her possession or control or which may come into their possession or control in the future shall be the property of HOC.

Employee agrees to not utilize any Confidential Information for any reason other than the furtherance of HOC business and will not use the Confidential Information for the Employee's benefit.

Upon separation of employment with HOC, any employee who inappropriately unlawfully utilizes or discloses Confidential Information which the employee was privy to during his/her employment will be prosecuted to the fullest extent of the law.

If Employee becomes legally obligated to disclose any Confidential Information, Employee shall give HOC prompt and timely notice of such fact in order to allow HOC the opportunity to seek a protective order or other appropriate remedy concerning any such disclosure.

ARTICLE 70 SAFETY & HEALTH

70.3 Flu Shots

Upon request and contingent upon the availability of the vaccine for individuals not in medically at-risk categories, HOC shall provide flu shots to employees at the cost of Five Dollars ($5.00).

ARTICLE 73 CONFIDENTIALITY

Employee recognizes that during the course of this employment, Employee will learn and become aware of information including, but not limited to, HOC technical and business information as well as client information related to social security numbers, finances, medical information and other confidential data, including Personally Identifiable Information (“Confidential Information”). Employee agrees and understands that maintaining the confidentiality of such information is essential to HOC’s operations and would be harmful to HOC and its clients if released. Additional examples of Confidential Information include, but are not limited to, the following:

- Customer or employee social security numbers;
- Customer addresses, telephone numbers and household composition;
- Customer income and bank account information;
- Customer medical and social security information;

To protect this Confidential Information, Employee agrees that during employment with HOC, they will not disclose to any person, firm, company, corporation, or any other entity any Confidential Information, and will not otherwise disseminate or publish Confidential Information in any manner whatsoever. and all information concerning the business information of HOC as well as the confidential information of its clients. Employee further agrees to take all reasonable precautions to protect against the intentional, negligent, or inadvertent disclosure of such Confidential Information, including following all HOC security policies, to any other person or business entity.

Upon separation of employment, Employee agrees to return to HOC all documents, records, materials and other property of whatever nature received from or created for HOC and any and all copies thereof including, but not limited to, those documents, records, and materials containing or relating to
secret or Confidential Information. Employee agrees that all such documents which are currently in his/her possession or control or which may come into their possession or control in the future shall be the property of HOC.

Employee agrees to not utilize any Confidential Information for any reason other than the furtherance of HOC business and will not use the Confidential Information for the Employee's benefit.

Upon separation of employment with HOC, any employee who inappropriately unlawfully utilizes or discloses Confidential Information which the employee was privy to during his/her employment will be prosecuted to the fullest extent of the law.

If Employee becomes legally obligated to disclose any Confidential Information, Employee shall give HOC prompt and timely notice of such fact in order to allow HOC the opportunity to seek a protective order or other appropriate remedy concerning any such disclosure.

Add as new: TELEWORK

Purpose and Scope
Telework is the employee’s performance of duties and responsibilities of their position from home. Telework is intended to be a transparent arrangement. Teleworkers and supervisors should maintain awareness of its effect on position responsibilities and proactively adapt to minimize any negative effect on the work.

While telework is a critical element of an employee and family-friendly workplace, other options are available to employees and managers to accomplish this goal. These options include the use of compressed work schedules and flextime. HOC’s goal is to utilize telework to establish a more efficient, responsive and resilient approach to providing services to customers and businesses in the community. Other telework advantages include:

- Provide healthy work environments to foster an engaged workforce better able to balance work and life commitments.
- Enhance recruitment and retention of employees.
- Build a more resilient organization prepared for future crises where we limit barriers to getting work done when in-office work is not possible.
- Lead other organizations within the County and region towards achieving environmental and health goals through more limited commuting.
- Contribute to achieving the County’s greenhouse gas reduction goals to help move our community and our nation toward a better future.
- Cost savings for reduced office space needs.

Telework

It is important that the home office be conducive to the work to be performed and free from unnecessary distractions. HOC provides standards for the telework location in the section on “Work Space.” Anyone requesting to work from a location other than their home, even temporarily, must get approval from their Division Director. Employees must notify their immediate supervisor of any changes to their telework location. All regular telework locations must be within 90 miles of the employee’s HOC worksite.
Not all positions and not all employees are good candidates for telework. Some positions require direct face-to-face contact with customers or direct service that can only be done in person or at a specific work location. In some cases, a position’s duties and responsibilities may be restructured so that duties and assignments that can be performed through a telework arrangement are done in that manner and duties not suited to telework are performed in the traditional work setting.

It is also important to recognize that the telework location is not intended to duplicate the flexibility of the traditional work setting. Under no circumstances are work related in-person meetings to be conducted at an employee’s home.

The key to a successful telework arrangement is individual proficiency with the tools and equipment that enable the employee to be productive while teleworking, including the ability to manage and prioritize the work requirements independently.

A teleworker who participates in the Telework Program more than half the time may be required to relinquish their office space and utilize a hoteling station when they are at the Main Worksite. In the event a teleworker does not have a dedicated workspace at the Main Worksite, the teleworker will be provided with a locking cabinet or drawer in which personal items may be stored for safekeeping while they are at the main worksite.

**General Roles and Responsibilities**

Telework relies on multiple parts of the organization coordinating action through defined roles and responsibilities.

**Human Resources** - Administers HOC’S Telework Program

- Appoint a Telework Manager, provides HOC’s oversight to the program and search for solutions to continuously improve teleworking.
- Provides guidance on position suitability and employee eligibility criteria for the departments/divisions to apply.
- Assist departments/divisions in achieving the goals set forth.
- Provides direction to departments/divisions in the areas of pay and leave; agency closure; Performance Plan and Review process; recruitment and retention; and accommodations for persons with disabilities, consistent with the Collective Bargaining Agreement and agency practices.
- Coordinates with other departments that play a role in teleworking such as Information Technology and Facilities.
- Acts as an information resource for Teleworkers, Departments and Supervisors.
- Supports departments, teams, and employees—by providing education and training on best practices in telework environment.
- Coordinates telework application and termination processes including the union appeals process.

**HOC Departments/ Divisions** - Implement HOC Telework Program

- Maintain telework agreements.
- Determine position suitability for participation in telework.
- Work with Human Resources to meet telework objectives consistent with operational needs.
- Report to HR on the progress of implementing the telework program to include the approved number of telework participants and the approved frequency of participation.
• Incorporate Telework into departmental Continuity of Operations Plans consistent with existing HOC policies and procedures.
• Division Directors will agree or disagree with the supervisor’s recommendation by approving or denying Telework applications.
• Submit all Telework Applications, whether approved or denied, to the Human Resources Office.

**Supervisors - Facilitate Employee and Team Telework Success**

• Implement telework agreements with individual employees and establish clear expectations with the employees regarding performance.
• Recommend telework applications for approval or denial and submit to the Department Director with supporting documentation.
• Ensure the individual has the appropriate training and equipment for successful teleworking.
• Identify and remove barriers to telework by utilizing new and/or available technologies and updating work processes, consistent with operational need.

**Teleworkers – Maintain or enhance services and outcomes for HOC customers**

• Submit a telework application, collaborate with supervisor to execute a telework agreement, and attend telework training as required.
• Prepare and plan for unexpected teleworking situations to ensure organizational resilience in the face of emergencies.
• Teleworking employees are expected to be able to attend on-site events that are needed to fulfill the responsibilities of their position. Each employee’s telework agreement will clarify expectations regarding on-site availability. Just as with on-site employees, commuting expenses are the responsibility of the employee.
• Telework employees agree to perform only official duties and not to conduct secondary employment or personal business during scheduled working hours. Personal business includes, but is not limited to, actively caring for dependents, making home repairs, running errands, etc. during working hours.
• Teleworkers are required to immediately notify management of any changes that may alter their telework agreement.

**Participation in Telework**

Participation in the telework program is voluntary. The expectation is that any employee in a position eligible for telework will be prepared for telework should the occasion arise. Position duties and responsibilities may be restructured so that duties and assignments that can be performed through a telework arrangement are done in that manner and duties not suited to telework are performed at the HOC work-site.

Employee participation in telework may fall in one of the following categories:

• Recurring telework – employees work from a remote location on a regular, recurring basis up to 5 days per week.
• Intermittent/Situational telework – employees would generally work on-site, but would telework for limited periods of time based on either circumstances impacting the availability of the HOC worksite, or job responsibilities that could best be accommodated by working remotely.
• On-site – employees do not telework. Employees working remotely and employees working on site have equal responsibility to provide seamless access to information, participation in work functions, as well as video conferencing and meetings to fully support a partially remote telework environment.

**Eligible Positions**

For the purposes of the Telework Program, the Housing Opportunities Commission has developed the standards listed below for the determination of position eligibility.

• The essential functions of the position must be able to be performed off-site with access to Google Drive, e-mail, and phone support.
• Telework employees must be able to troubleshoot routine problems independently or with only phone assistance from the Informational Technology division.
• The employee must be able to work independently and plan and carry out assignments with little assistance or direction from others.
• Confidentiality of proprietary information of the Housing Opportunities Commission must be maintained.
• Service delivery to the customers of the position, internally and externally, must be maintained or improved.

**Examples of duties typically suitable for remote work/telework**

Many positions have duties which are “portable” and thus should be at least in part compatible with remote work. These tasks do not require employees to be physically present at the worksite. Examples include:

• Reading/reviewing documents, articles, emails
• Data entry and analysis
• Receiving and making telephone calls
• Performing research
• Analyzing documents and studies
• Preparing written letters, memorandums, reports, and correspondence
• Preparing presentations
• Participating in virtual programs/events
• Setting up and participating in conference calls, online/virtual meetings
• Participating in and creating professional development and training
• Collaborating with team members and supervisors

**Duties not typically suitable for remote work/telework**

Functions which require on-site, physical interface or interaction in order to be fully effective typically do not lend themselves to being performed effectively remotely. In some cases, these interactions may involve direct service to the public; in other cases, the duties require a physical presence for other reasons and may include the following:
• **Onsite Events** - e.g., duties that must be performed in a building or other structure, a promotional event such as groundbreaking ceremonies, town hall meetings, snow removal etc.

• **Job Duties** - e.g., maintenance work for housing units and HOC facilities, performing on-site inspection activities, leasing activities, and other responsibilities such as picking up and delivering mail as well as functions which require use of equipment located at HOC facilities, large scale scanning and printing.

• **Individuals** - e.g., positions that work with people that require in-person interaction or oversight, etc.

• **Outside organizations or entities** - positions that require in-person interaction or oversight e.g. a senior living complex, etc.

**Employee Requests to Telework**

Employees may request to participate in the Telework Program by completing a Telework Application. The Application allows the employee to respond to several questions concerning the duties and responsibilities of their position. The questionnaire is designed to assist the employee, supervisor and Division Director in studying the essential functions of the job in order to determine whether and how, all or some, of the duties and responsibilities of the employee’s position can be performed through a telework arrangement and to address any service concerns.

When evaluating employee requests for telework, supervisors should consider whether certain portions of the employee’s work are portable and lend themselves to telework, as discussed in the section on Duties Appropriate for Telework. The request and approval process should consist of a conversation between the supervisor and employee with respect to the amount and frequency of telework given the duties of the position and operational needs of the department. Supervisors must approve or deny the employee’s telework request within fourteen (14) calendar days.

Restructuring of the position’s duties and responsibilities within the position to develop a workload that can be accomplished through telework is allowable provided it does not negatively impact upon service delivery or performance. However, a position’s duties and responsibilities may not be altered. For example, removing a task from a telework candidate and assigning it to another employee in order to meet the standards for telework is not acceptable.

If an employee’s telework request is denied, HOC must identify in writing how the request as submitted could lead to the erosion of the level and/or quality of the services provided by the requesting employee’s position.

**Continued Participation in Telework**

Employees must maintain competencies in critical areas to perform successfully in a telework environment. It is the responsibility of the supervisor to periodically assess performance to ensure the employee maintains performance standards for their position in a telework environment.

Supervisors must provide employees with information concerning how the employee’s performance will be measured under a telework arrangement and provide coaching and feedback, where necessary to achieve these objectives.

Successful telework hinges on the following:

• Strong time management skills;
- Strong communication skills;
- Ability to prioritize;
- Proficiency with technology, and;
- Meeting the Work Space Requirements.

**Computer Requirements**

Employees participating in the HOC Telework Program must have an HOC issued laptop to properly interface with the HOC Network systems. The Information Technology division will not send technicians to the off-site location to perform service.

Candidates selected for the Telework Program and their supervisors will be required to attend a training provided by the Human Resources Office to familiarize themselves with troubleshooting standard telework problems (such as using VMware, contacting IT etc.).

**Tools and Equipment**

**HOC Provided Tools and Equipment**

Employees participating in the Telework Program will be responsible for the cost, purchase, and maintenance of additional office equipment and supplies necessary to properly furnish the work space used for telework. Consumable office supplies typically used by the employee in the course of business at HOC will be provided by HOC. If in doubt, the employee is advised to discuss their needs with their supervisor.

While HOC will provide standard consumable office supplies, supplies will not to be delivered to the telework location by HOC. It is the responsibility of the employee to pick up the supplies at HOC offices and transport them to their home office.

Employees can bring home IT related equipment that is currently provided for their exclusive use (e.g., a laptop, second monitor, or docking station) with the Division Director’s and IT’s approval. Such requests shall not be unreasonably denied. Shared equipment must remain at the office (e.g. printers, copiers). HOC will not provide duplicate items, equipment or devices, unless approved by ADA Accommodation.

**Employee-provided Equipment/Utilities**

Unless equipment is provided by HOC, the teleworker is responsible for the purchase, installation, maintenance of all equipment and services needed to telework. HOC shall not be responsible for the purchase, maintenance, repair and operational costs of any personal devices. Employees are responsible for ensuring access to bandwidth to perform their assigned duties. Employees are expected to acquire internet service and other general utilities at their own expense. The teleworker must have adequate broadband speed necessary to conduct HOC business remotely (a minimum of 15 Mbps).

The use of personal mobile devices for HOC work is permitted but devices must always be password protected and encrypted. Teleworking employees are eligible for the cell phone stipend consistent with the collective bargaining agreement. Documents, information, and emails concerning HOC business remain the property of HOC when they are stored on personal devices. Sensitive information must not be stored or accessed on non-HOC controlled devices.
Workspace

Employees participating in the Telework Program must designate a specific work space for use for telework. The home office must be maintained by the employee in a clean, professional, and safe condition. To ensure that these conditions are met, the following standards apply:

- Employees must arrange an appropriate workspace at their home where noise levels can be controlled.
- Employees must be able to take telephone calls and participate in online video meetings with minimal distractions while maintaining appropriate confidentiality.
- The teleworker must have a comfortable office chair with adequate back support. The agency will not provide furniture for the employee’s remote workspace unless an ADA request is approved.
- Entrance to the workspace must be clear of obstructions at all times.
- The workspace must be neat, clean, and free of obstructions.
- The workspace must be free of potential hazards that could cause physical harm such as frayed wires, bare conductors, loose wires, exposed wires to the ceiling, frayed or torn carpeting seams, uneven floor surfaces, etc.
- Electrical outlets must be properly grounded and three pronged. Surge protectors may serve this purpose.
- Phone lines, electrical cords, and extension wires must be properly secured behind furniture to ensure no danger of entanglement.
- Lighting must be sufficient for reading and writing.
- Consistent with the agency’s expectations of information security for employees working in an HOC office, teleworking employees will be expected to ensure the protection of documents at their home office. Steps include the use of a locked file cabinet and desk, regular password maintenance, and other steps appropriate for the job and the environment.
- Temperature is comfortable and can be adjusted as needed.
- Homeowner’s insurance and any changes in rates or coverage are the responsibility of the employee. Any increase in the teleworker’s home utility costs is the responsibility of the employee.

The employee’s off-site work space is also considered an extension of the Agency’s work space. Therefore, the Agency maintains liability for job-related accidents that occur in the off-site work space during the employee’s working hours. Please note that Workers Compensation liability is limited to the designated work space as opposed to all areas of the home. HOC assumes no responsibility for the employee’s personal property. Work related in-person meetings are not to be conducted at an employee’s home under any circumstances.

In accordance with HOC’s Incident/Accident procedures, accidents occurring at the telework location must immediately be reported to the Human Resources Office and the employee’s direct supervisor. The employee is also required to complete an Incident/Accident Report and forward the completed form to their supervisor, their Division Director, and Human Resources within 24 hours of the incident. Any accidents occurring in a telework location may include an inspection of the work site as directed by HOC’s Worker’s Compensation administrator.

Work Schedule/Time and Attendance

The Telework Agreement outlines which work day(s) the employee will telework. Telework Agreements must be structured around circumstances which require the physical presence of the employee in the
traditional work setting. For example, critical processes that can only be performed at the traditional work location, or standing meetings in which the employee’s physical presence is required.

Consideration should also be given to the work flow of the employee’s position, and the work flow of the department to which the employee is assigned to ensure that performance or service will not be negatively affected.

Participants in the Telework Program must adhere to the Telework Work Schedule that is approved. In addition, the supervisor may require the employee to report to the traditional work setting on planned telework days based on identified operational needs or exigent circumstances that require the employee to be onsite to perform duties that could not be performed remotely via telework.

Employees in the Telework Program continue to follow the Agency’s Time and Attendance standards and adhere to their approved Work Schedule, including work hours, while teleworking. Flexible Work Schedules and Compressed Work Schedules are allowed in a telework arrangement. Telework employees must obtain advance supervisory approval before performing work in excess of their regular work schedule. As always, Overtime and accrual of Compensatory Time Leave must be approved by the employee’s supervisor in advance. Requests for leave use must also be approved in advance. With prior supervisory approval, employees may change telework days during a specific week.

Customer Service, Performance & Telework

All HOC employees are required to maintain the Customer Service standards for the Housing Opportunities Commission. When an application for Telework is submitted, it is important that Telework participants and their supervisors discuss the effect of telework on customer service.

Telework employees and their supervisors must develop standard procedures to ensure no loss in service delivery as a result of telework.

Employees participating in the Telework Program are expected to provide the same level of service as would be provided as though they were in the office, including reviewing and responding to e-mail and phone messages. Supervisors and telework applicants should also consider the manner of communication between each other while the employee is teleworking.

Security

Teleworking employees must follow the same Commission and Departmental security and privacy practices that are required at the primary workplace. HOC may assess or enforce additional security protections on personally owned devices systems or systems. HOC business must never be conducted from a non-HOC email address or from an open Wi-Fi such as restaurants, coffee shops, retail shops, etc.

Terms and Conditions of Telework Agreements

A. While teleworking, the employee is bound by all HOC rules, policies, practices, and instructions as if they were working at the official duty station.

B. To maintain optimal customer service, teleworkers should have their camera on when meeting with customers virtually. Teleworkers are also required to have cameras on in internal virtual meetings when requested by the host.
C. Telework employees will be rated consistent with the performance expectations outlined in their Performance Plan and Review Document.

D. A teleworker may also have a Flex Time or Compressed Work Schedule.

E. The employee understands that they must comply with the terms of their Telework Agreement. If performance requirements or conduct expectations are not met, the supervisor will follow the procedures for discipline or performance coaching and feedback provided in HOC Personnel Policy and the collective bargaining agreement as appropriate.

F. Under no circumstances are work-related in person meetings to be conducted at a remote work location.

G. If an HOC employee who typically teleworks on a given day is needed to be physically present at the worksite due to identified operational need, they may be required to change their telework schedule for a period not to exceed 10 working days. Employees must be prepared to report to the office with 24 hours’ advanced notice.

H. Employees who provide direct customer service or who perform unique functions may be required to report to the office on the same day in extraordinary circumstances (such as multiple unscheduled absences of onsite workers). Volunteers will be solicited first. Should there not be sufficient volunteers, employees shall be mandated to report in order of inverse seniority.

I. Where HOC has a identified operational need to modify an employee’s telework agreement for longer than 10 working days, the Employer will provide the employee notice in accordance with applicable collective bargaining agreement schedule change provisions.

Discontinuation of Telework

Telework participation may end due to any of the following conditions:

- The employee no longer meets the qualifications for the Telework Program.
- The employee’s performance has been negatively affected or the department’s service level declines as a result of the employee’s participation in the Telework Program.
- The teleworker develops a pattern of not being responsive after repeated coaching and feedback from their supervisor.
- In instances when an employee has received a conduct-related disciplinary suspension, telework may be suspended for up to ninety (90) days following completion of the suspension.
- Repeated failure of an employee to abide by any material portion of the Telework Agreement.
- HOC’s Executive Director or designee needs to temporarily suspend the telework arrangement to carry out the missions of government during a demonstrated situation of in a situations during a declared state-emergency that requires the employee’s physical presence to manage the emergency.
- A telework participant requests to discontinue their participation in the Telework Program.

A telework participant requests to discontinue their participation in the Telework Program.
To properly document and evaluate all reasons for discontinuation from the Telework Program, completion of a Telework Discontinuation Form is required. Employees that would like to challenge the discontinuation can go through the appeals process (outlined in the appeals section of this document).

**Appeal Process**

The Union and the Employer share a joint interest in resolving disputes arising from an employee’s telework request. To minimize these disputes, the parties agree to utilize the following process:

**Step 1:** A written request appealing the denial must be presented to the immediate supervisor, Division-Director and HR by the Union within fourteen (14) calendar days from the date of the denial of the telework request. Within fourteen (14) calendar days of receiving the written request, a representative from the Department, HR, Labor Relations and the Union must make reasonable efforts to informally resolve the matter prior to the panel review identified in the section below.

**Step 2:** If the matter is not fully resolved in Step 1, the Union may, within five (5) days of the conclusion of the timeframe in Step 1, file a request with HR to convene a three (3) member panel. The panel will be comprised of one representative from the Union, one representative from management, and a mutually agreed upon mediator. Panelists will not review appeals of employees working within their department. Similar to the ADR process, each side will be permitted to make a brief presentation before the panel not to exceed twenty (20) minutes, with each side having the opportunity to respond not to exceed five (5) minutes each. The panel members will then have the opportunity to question the respective parties, after which the panel will caucus in private and present a recommendation.

**Step 3:** If the recommendation is not adopted, the Union may invoke arbitration in accordance with the Collective Bargaining Agreement. The Union shall be required to establish that denial of the telework request violated the Collective Bargaining Agreement.

**Data Sharing**

The Employer shall share telework application denials along with supporting documentation provided by the supervisor to the union within 5 business days of receipt of request from the employee or the union.

**Policy Review**

The parties will meet on a semiannual basis to evaluate the effectiveness of the telework program and will meet to address any unforeseen issues on an as needed basis.