

**TENTH 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 tenth 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 responses 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;
- 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.

An employee’s failure to adhere to mask wearing protocols is a serious violation of Commission policies that creates grave potential health risks for the employee and co-workers. Non-adherence to the mask wearing protocols is governed by Article 32 of the Collective Bargaining Agreement, wherein the Commission reserves the right to take any necessary action up to and including dismissal for serious breaches of Commission policy or work rules. The Commission and MCGEO reaffirm their commitment to issue joint communications addressing the need to comply with mask wearing protocols.

Vaccinations, Telework, and Alternative Work Schedules

Covid-19 vaccinations are being made available to the public in accordance with the State/County schedules. The Commission will work with the Health Departments in both Counties to coordinate the placement of represented employees on the lists for priority consideration for Covid-19 vaccinations. After the effective date of this Agreement, employees who elect to receive the vaccination will be provided up to a total of four (4) hours for the two (2) shots. This provision shall not be applied retroactively. The leave shall only be available to employees who must take time off from their scheduled workday to obtain their vaccination and provide their manager with proof of receiving the vaccination.

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

For positions that are not able to telework: For the periods between May 2, 2021 and May 29, 2021, employees who work onsite more than forty (40) hours in the pay period shall receive four (4) hours of Paid Time Off. Employees will be required to obtain prior approval from management before taking the Paid Time Off. All Paid Time Off provided to MCGEO represented employees in any of the Covid-19 MOUs must be used before December 31, 2021. If an employee is scheduled off but then does not work the required forty (40) hours in the pay period, the employee will be required to use their own leave in lieu of receiving the Paid Time Off. The leave shall not apply if Commission employees are called upon to address inclement weather events. During such weather events, designated Commission employees shall be required to report for work and perform their assigned duties. Compensation during inclement weather events shall continue to be governed by the Emergency Pay provisions of the Collective Bargaining Agreement.

During the period of this Agreement, management will retain the discretion to make adjustments to the schedule and bring employees back to the worksite if there is not adequate coverage. Employees returning to work under these circumstances shall not be entitled to either Callback Pay (Section 5.6) or Call in Pay (Section 5.16).

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.

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. This included 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 40 hours of agency paid Social Distancing Leave under that Memorandum of Understanding expired on December 31, 2020. Nevertheless, the Commission has agreed that any employee who ended calendar year 2020 with a balance of unused Social Distancing Leave will be permitted to use that remaining balance prior to June 30, 2021. The programs also included 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), which expired on December 31, 2020, 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 to use 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. 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. Amended 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. Amended Commission Notice 20-18 shall remain in effect until the close of business on May 29, 2021.

Employees remaining at home pursuant to any of the terms of this Agreement are prohibited from undertaking any form of secondary employment while at home. 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. As we move to more employees in the workspace, both parties recognize that the COVID-19 virus is still a threat to employee health. Therefore, in addition to adhering to CDC guidelines, at each work location, the Commission will continue to implement its specific safety protocols listed below:

1. Maintain the current vehicle assignments for social distancing;
2. Meetings in an open area where employees can social distance;
3. Access to disposable masks;
4. Availability of proper PPE to all employees throughout the workday;
5. Cleaning and disinfecting all work areas that employees utilize, i.e. lunchrooms, bathrooms on a daily basis;
6. The current protocol on employee notification when there is a positive Covid-19 test result at a particular work site; and,
7. Contact tracing, in partnership with the appropriate County Health Departments, on all exposure related cases.

MCGEO commits to work with the Commission to ensure employees follow existing protocols.

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 May 29, 2021 unless stated otherwise herein. In the event that the declared Maryland State of Emergency related to COVID-19 is rescinded before May 29, 2021, the date of the Declaration's rescission shall be considered the last day of this Agreement.

IN WITNESS, WHEREOF, the Parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 5th of May 2021.

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

By:  05/05/2021
Gino Renne Date
President

Maryland National Capital Park
and Planning Commission

By:  Date
Asuntha Chiang-Smith
Executive Director 5 MAY 2021