

MANAGEMENT CONTRACT  
AGREEMENT  
BETWEEN PGCMLS AND MCGEO

ON WORKING CONDITIONS

BETWEEN THE

PRINCE GEORGE'S COUNTY MEMORIAL LIBRARY SYSTEM AND  
UFCW LOCAL 1994 MCGEO

For contract beginning on July 1, 2019

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## COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is made and entered into between PRINCE GEORGE'S COUNTY MEMORIAL LIBRARY SYSTEM (hereinafter referred to as "PGCMLS" or the "Library") and the MUNICIPAL & COUNTY GOVERNMENT EMPLOYEES ORGANIZATION/United Food and Commercial Workers Union Local 1994, AFL-CIO (hereinafter referred to as "MCGEO" or "the Union").

### ARTICLE 1 - RECOGNITION

PGCMLS recognizes the Union as the exclusive representative of units consisting of the following employees, as certified by the Public Employee Relations Board (PERB) in PERB Case Nos. 16 390 00208-901, December 21, 2001, and as subsequently modified by mutual agreement of the parties:

#### UNIT ONE

Included: Accountant, Assistant to Materials Management, Information Technology Specialist, Information Technology Web Development Specialist, Librarians I, II & III, Library Associates I & II, Procurement Specialist, English Language Learner Coordinator, Web Content Specialist, Family Literacy Specialist, Adult & Teen Services Specialist, Business Analytics Manager.

Excluded: Any employee in Unit Two, Payroll Clerk , Public Services Administrative Assistant, Administrative Services Assistant, Area Manager, Director of Human Resources, Director of Finance & Budget, Chief of Materials Management, Director of Community Engagement, Controller, Chief Executive Officer, Executive Assistant, Digital Services Manager, Administrative Aide - Human Resources, Human Resources Specialist, Staff Development Coordinator, Director of Information Technology, Information Technology Manager, Outreach Services Manager, Program Services Manager, Chief Operating Officer for Public Services, Chief Operating Officer for Support Services.

#### UNIT TWO

Included: Administrative Aide (Graphics), Acquisitions Supervisor, Administrative Aide (Branch), Automotive Mechanic, Building & Groundskeeper, Building & Grounds Team Leader, Circulation Assistant, Circulation Supervisor I & II, Driver, Information Technology Support Specialist, Information Technology Technician, Mail Clerk/Driver, Maintenance Assistant, Maintenance Mechanic, Lead Mechanic, Maintenance Supervisor, Materials Management Assistants I & II, Processing Supervisor, Receptionist, Logistics Supervisor, Technology Assistant.

Excluded: Any employee in Unit One, Payroll Clerk , Public Services Administrative Assistant, Administrative Services Assistant, Area Manager, Assistant Branch Manager, Director of Human Resources, Associate Director for Public Services, Director of Finance & Budget, Chief of Materials Management, Chief of Public Relations & Marketing, Controller, Chief Executive Officer, Executive Assistant, Administrative Aide - Human Resources, Human Resources Specialist, Staff Development Coordinator, Director of Information Technology, Information Technology Manager, Outreach Services Manager, Chief Operating Officer for Public Services, Chief Operating Officer for Support Services.

All references to “employees” in this Agreement shall mean employees included in these Units, except as otherwise indicated. All references to “Library” in this Agreement shall mean the entire Prince George’s County Memorial Library System.

There will be no loss of total position in the combined bargaining units as a result of the Library creating and/or filling non-bargaining unit positions.

## ARTICLE 2 - NATURE OF AGREEMENT

### Section A – Partnership

The Union and the Library acknowledge their joint responsibility to foster a positive labor relations environment based on mutual trust, respect and cooperation, in the hope that this will contribute to the greater success of the Library and the establishment of a healthier and more productive workplace. Among the hallmarks of this partnership are open communication and a willingness to engage in good faith bargaining over matters required by law and dialogue over issues of concern to both parties. The key goals of this partnership are the delivery of quality public service to the citizens and employees of the Library, along with enhanced employee compensation, job security and a positive work environment for all.

### Section B – Interpretation

The only persons qualified to interpret this Agreement on behalf of the Union shall be the President or his/her designee. The Union shall notify the Library in writing of the names of the designees, if any, within 30 days of the effective date of this Agreement. The only persons qualified to interpret this Agreement on behalf of the Library shall be the Chief Executive Officer or his/her designee. The Library shall notify the Union in writing of the names of the designees, if any, within 30 days of the effective date of this Agreement.

## ARTICLE 3 - MANAGEMENT RIGHTS

It is the exclusive right of PGCMLS to determine the purpose and objective of the Library System; set standards of productivity and levels of staffing, technology and services offered to the public; to determine the methods, means, personnel, budget, and other resources by which PGCMLS operations are to be conducted; to contract out bargaining unit work provided that no employees are laid off as a result thereof; to allow supervisors to perform bargaining unit work provided that no employees are laid off as a result thereof.

It is also the right of PGCMLS subject to applicable provisions of this Agreement and in accordance with State and County Code to issue and enforce work rules, policies and regulations; to create, combine or abolish any job classification; to hire, promote, transfer, reclassify, assign or retain employees; to take disciplinary action against its employees for just cause. Nothing contained in this section shall be deemed to deny the right of any employee to submit a grievance with regard to the exercise of such rights.

## ARTICLE 4 - AGENCY SHOP AND DUES CHECKOFF

### Section A – Amount of Dues or Fees

Employees who voluntarily pay dues and initiation fees 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.

#### Section B—Voluntary Deductions From Union Members' Pay

Upon receipt of a signed voluntary checkoff authorization from each contributing employee, PGCMLS agrees to deduct Union dues, initiation fees, and voluntary political contributions from each bargaining unit employee's bi-weekly pay, and shall make every effort to remit to the Secretary-Treasurer of Local 1994 on a bi-weekly basis.

#### Section C—Timing of Deduction

Within two (2) pay periods following notice from the Union, PGCMLS will start deducting Union dues, initiation fees and voluntary political contributions from the employee. The Employer shall be relieved from making such payroll deductions upon an employee's (a) termination of employment for any reason; or (b) transfer to a job outside the bargaining unit; or (c) layoff from work; or (d) unpaid leave of absence of more than five (5) days in any pay period; or (e) unpaid suspension of more than five (5) days in any pay period.

#### Section D—PGCMLS Indemnified

The Union shall indemnify and hold PGCMLS harmless against any and all claims arising from actions taken with regard to the collection of Union dues, initiation fees, and voluntary political contributions from employees, including any costs for attorneys (who shall be selected by PGCMLS), expert witnesses, and other litigation expenses.

#### Section E – Information

The parties shall exchange all reasonably necessary information required to accomplish check off of dues and fees. Further, the Employer shall provide information reasonably necessary for the Union to perform collective bargaining representation.

#### Section F – Employee Rights

Any employee covered by this Agreement shall maintain all rights and privileges as enumerated in the Prince George's County Code, Subtitle 13A, Labor Code, as well as those rights and privileges as enumerated in the Laws of Maryland Relating to Public Libraries. No employee of the Library shall be prohibited from participating in politics or political campaigns during non-working time. No employee shall be obligated to contribute to any election campaign or to render political service.

### ARTICLE 5 - EMPLOYEE COMPENSATION

#### Section A – Merit Increment

Effective the first full pay period after July 1, 2019, eligible bargaining unit members will receive a three and one half percent (3.5%) merit increment increase to their base wages.

Effective the first full pay period after July 1, 2020, they will receive a three and one half percent (3.5%) merit increment increase to their base wages.

For the third year of this contract, the parties agree to a wage reopener to exclusively bargain for the Merit Increment and General Wage Adjustment for FY 2022.

An employee shall be eligible for an increment if documented performance is satisfactory, provided the employee was appointed as a salaried staff member at least six (6) months prior to the effective date of the increment and has completed the probationary period, and the new salary is below the maximum of the grade and the employee is an active employee at the time of the merit increment processing. If applying the full percentage of the increment will cause the salary to exceed the top of the salary range, a portion of the increment shall be awarded to bring the salary to the top of the range. The balance of the increment will be given as a one-time bonus.

Employees who are at the salary maximum will receive a \$2000 lump sum bonus. An employee on extended leave shall receive consideration for an increment if they worked at least 6 months of the most recent cycle; the most recent performance evaluation shall be used to determine eligibility along with other relevant factors including discipline during the preceding year.

Employees who did not receive any additional compensation as a result of the classification study implemented in July, 2018, will be awarded a two percent (2%) within grade pay adjustment effective the first pay period after July 1, 2019.

#### Section B – General Wage Adjustment

Bargaining unit members will receive a two percent (2%) general wage adjustment increase to their base wages effective the first full pay period after July 1, 2019. An employee shall be eligible for a general wage adjustment if the employee is an active employee at the time of the general wage adjustment processing.

Effective the first full pay period after July 1, 2020, eligible bargaining unit members will receive a two percent (2%) general wage adjustment.

For the third year of this contract, the parties agree to a wage reopener to exclusively bargain for the Merit Increment and General Wage Adjustment for FY 2022.

Wage scales shall be adjusted accordingly.

If Prince George's County provides their represented government employees with a wage enhancement(s) (merit increases, cost of living adjustment and/or combination thereof) higher than the negotiated increases of the PGCMLS bargaining unit members then the PGCMLS Administration agrees to return to negotiations regarding a possible wage adjustment.

If PGCMLS provides their non-represented employees with a wage enhancement(s) (merit increases, cost of living adjustment and/or combination thereof) higher than the negotiated increase of the PGCMLS bargaining unit members then the PGCMLS Administration agrees to return to negotiations regarding a possible wage adjustment.

## Section D -Pay Corrections and Deductions

PGCMLS will take all reasonable steps to ensure that employees receive the correct amount of pay and that employees are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of Human Resources so that corrections can be made as quickly as possible. PGCMLS will make all deductions required by applicable laws, and will also deduct all amounts authorized by this Agreement and/or PGCMLS personnel policies. Upon termination, if an employee is indebted to PGCMLS (including the cost of any Library property not returned at the end of employment, i.e. cell phones, laptops, fobs, keys or any future library property issued to an employee), the amount due may be deducted from pay and any leave balance eligible for payout. A record of what equipment employees are issued shall be maintained.

## Section E - Pay Days and Pay Periods

All employees will be paid bi-weekly on every other Friday. The pay period begins on Sunday and ends on Saturday. Each pay will include earnings for all work performed through the end of the previous payroll period. In the event that a regularly scheduled pay day falls on a day off such as a holiday, employees will receive pay on the last day of work before the regularly scheduled pay day.

## Section F - Rates of Pay

A newly hired employee shall normally be paid at the minimum of the salary grade to which the person is appointed. If recruitment conditions warrant it and based upon PGCMLS's needs and resources, the Director of Human Resources, in consultation with the Chief Executive Officer, has the authority to approve a salary above the minimum of the range and/or to offer recruitment and retention incentives, e.g., a sign-on bonus, retention bonus, interview/relocation expense reimbursement, etc., on a case-by-case basis.

When a newly hired employee is paid more than 7% above the minimum salary grade, Human Resources will conduct a salary review to compare the salary of similarly situated incumbents with the salary of the newly hired employee. The union may also request a salary review if after consultation with the Human Resources Director there is reasonable belief there may be wage inequity. The relevant factors considered in this review are education, experience, training, and skills relevant to the job. The results of the salary review will be shared in writing with the union. If a wage inequity is discovered, the incumbent's salary will be adjusted to rectify this wage inequity.

The salary of an employee who is demoted at the employee's own request or for cause shall be determined by the Director of Human Resources or his/her designee, in consultation with the Chief Executive Officer, after all circumstances related to the personnel action have been considered. The pay reduction shall not exceed 7.5% per grade or 30% of base salary, provided that the employee's salary shall not exceed the top of the new range.

In the event of reclassification or reallocation of a position to a lower pay grade, an affected employee shall keep the salary received immediately before the effective date of the reclassification or reallocation.

The rate of pay for an employee whose position has been automatically reallocated upward due to a change from training progression (e.g., Library Associate I to Library Associate II) or receipt of required degree (e.g., Library Associate I to Librarian I) shall be 7.5% above the employee's current rate of pay, or to the minimum of the new grade if after the 7.5% calculation the salary falls below the minimum, not to exceed the maximum of the new grade range.

The salary for an employee who is promoted to a higher grade shall be 7.5% above the employee's current rate of pay, or to the minimum of the First Level of the new grade if after the 7.5% calculation the salary falls below the minimum.

An employee whose temporary assignment to perform the duties of a higher grade position exceeds three (3) weeks, absent any approved leave, will be given a temporary promotion and shall be compensated at the rate of the higher classification. The employee returns to the former position at the grade and salary held prior to the temporary promotion when the person returns, the position is filled, or the special need ends, unless a wage adjustment has been earned during the temporary promotion. The salary for an employee who is temporarily promoted to a higher grade shall be 7.5% above the employee's current rate of pay, or to the minimum of the new grade if after the 7.5% calculation the salary falls below the minimum, not to exceed the maximum of the new grade range.

A lateral move may involve a change of title or position but it shall not change an employee's grade or salary.

The Library shall not schedule work to intentionally circumvent the provisions of this Article.

#### Section G - Rest/Meal Periods

Supervisors shall make every effort to ensure that employees are granted a paid rest period not to exceed 15 minutes for each four hours worked. Breaks shall not normally be taken less than 30 minutes prior to opening or closing. Rest periods must be taken on Library premises. Leave or pay credit will not be given for rest periods not taken, nor may a rest period be added to a meal period, nor used to shorten the work day. A one-half hour paid meal period shall be considered part of an employee's work day only if the employee is scheduled to work an evening shift which ends no earlier than 7:00 p.m. or the employee is scheduled to work an all-day schedule on Saturday. Leave or pay credit will be given for paid meal periods not taken at the supervisor's request due to operational need. For other scheduled eight-hour shifts, an unpaid meal period of at least one-half hour will be factored into a staff member's work day. The meal period may not be skipped in order to shorten the work day.

#### Section H – Timekeeping

Non-exempt employees must accurately record the time they begin and end their workday on the Human Resources Information System (HRIS). They must also record the beginning and ending



time of any split shift or departure from work for personal reasons. The HRIS will automatically round time off to the nearest quarter hour. Employees shall not perform any work when not on the clock.

Altering, falsifying, tampering with time records, or recording time on another employee's electronic time card will result in disciplinary action, either suspension or dismissal. Employees may raise questions or concerns about timekeeping issues without fear of reprisal.

#### Section I – Alteration of the Workday

Except for employees working twenty (20) or thirty (30) hour workweeks, the normal workday for full-time employees will be not less than eight (8) hours. The normal workweek for full-time employees will be forty (40) hours. Nothing in this Agreement will be a guarantee of any number of hours worked in a day or week. PGCMLS and the Union will negotiate any proposed long-term changes in a workday or work week. On a case-by-case basis and by mutual agreement between an employee and his/her Supervisor where requested by the employee, and at management's discretion to assure operational requirements of the Library are met, alterations to the workday may be made, provided the following conditions are met: the request must be made to and approved by the Supervisor in advance of the change; operational requirements for the Library are met; service to internal and external customers is maintained or improved; costs to the Employer are not increased; branches or units are covered during core hours as determined by the manager of the branch or unit; the 40 hour work week for non-exempt and the 80-hour pay period for exempt employees are not affected. It is understood that some operations within the Library do not lend themselves to alterations of workdays.

#### Section J – Classification Study

1. Periodic studies will be implemented not less frequently than every 6 years. In the event the Union demonstrates that there have been substantial market changes or substantial changes to job duties, the Union may request a classification study sooner than every 6 years. No such request shall be unreasonably denied.
2. A classification study will transparently document the job classification and pay policies and practices of PGCMLS relative to comparator employers to ensure competitiveness in the market.
  - a. Any classification study must include, but not be limited to, an analysis of PGCMLS and comparator jurisdictions with respect to:
    - i. Job classification structure including occupational groups, career ladders, grading/leveling systems to assure internal equity, and number of salary schedules.
    - ii. Pay scales, range widths, minimum/starting salary, grade medians and maximum per grade.
    - iii. Cumulative earnings or the interaction of pay scales and pay practices such as retention pay, periodic increments, promotional pay, work schedules and other factors that impact relative earnings over time.
3. A joint management/labor committee will be formed to manage the classification study.
4. Comparator employers consist of public libraries in a jurisdiction abutting Prince George's County. Comparators may be added or eliminated by agreement of the joint labor/management committee.

5. Classification studies may be conducted by the joint labor/management committee or by contracting with an independent contractor with experience in job classification and pay in the public sector.
6. If the parties elect to contract the following procedures will be followed:
  - a. The joint labor/management committee will:
    - i. Develop a Request for Proposals (RFP) documenting the study scope, methodology and deliverables and ensure the RFP complies with all procurement regulations and best practices.
    - ii. Develop a list of potential bidders.
    - iii. Publish the RFP in an agreed upon manner.
    - iv. Develop procedures for evaluating factors, scoring systems, interview procedures and questions (if necessary) and determination of contract award.
    - v. Negotiate and enter a contract with the most responsive bidder(s).
    - vi. Ensure contract compliance.
    - vii. Prepare and present to the PGCMLS Board of Library Trustees (Board) as summary of findings and recommendations for change.
  - b. Any contract will be paid for by PGCMLS.
7. Should either party not agree with the consultant's recommendations, the parties will negotiate the final decision and implementation of the study.

#### Section K – Attendance

Employees are required to be ready to work at the beginning of their shifts and promptly after breaks and meal periods. They must arrive on time for events during the work day such as meetings, programs, desk duty, etc. Non-exempt staff members must stop working promptly at the end of their shifts unless overtime has been approved in accordance with Article 6 – Overtime. Regular attendance is an expectation. Unplanned absences and sick leave usage may be monitored by supervisors, including before and after holidays and weekends. Staff abusing unplanned leave as further defined below may be required to attend EAP and may be subject to disciplinary action, up to and including dismissal.

#### Section L – Person-in-Charge Differential

Any bargaining unit member Library Associate I or II or Circulation Supervisor I or II assigned to work as a "Person-in-Charge" at a PGCMLS branch will be compensated at the hourly differential rate of three dollars (\$3.00) per hour for all hours worked as "Person-in-Charge", provided that the Person-in-Charge has been designated as such by management from among qualified bargaining unit members, and provided that such designated Person-in-Charge verifies on a form provided by the Library the specific times during which he or she has acted in that capacity, subject to review and verification by the Area Manager. The Library reserves the management right to decide whether and to whom to assign the duties of a Person-in-Charge in a particular branch to anyone other than the Area Manager. A Library Associate I, II, Circulation Supervisor I, or II shall be designated as a person-in-charge only when no Area Manager, Assistant Branch Manager, or Librarian I, II, or III is physically located in the branch for more than two consecutive hours.

#### Section M – Bi-Lingual Pay Differential

A bargaining unit member who has demonstrated bilingual skills to the library's satisfaction, and

has been designated by the library to use such skills will be paid an additional pay differential for all hours worked.

The bilingual pay differential shall be \$1.20 per hour for all employees proficient in speaking only and employees who are proficient in speaking, reading and writing, or in American Sign Language.

Employees receiving the bilingual pay differential shall receive the differential pay for all hours for which they receive compensation.

The bilingual pay differential shall not be applied to the employee's base pay.

#### Section N – Call-Back Pay

In accordance with current practice, whenever a bargaining unit member is required to return to work to perform unanticipated and unscheduled work assignments, the bargaining unit member is entitled to receive two (2) hours of overtime pay.

#### Section O – Passport Services

A joint Labor Management Committee shall meet to develop, a passport application policy addressing staffing requirements, workload, hours, revisions to position descriptions and evaluations.

### ARTICLE 6 - OVERTIME

#### Section A – When Required

Employees are not required to work overtime except in emergency situations or unavoidable circumstances such as, but not limited to, starting up new facilities, moving to a new location, making extensive renovation changes, the extensive breakdown of equipment, power failure, or extreme inclement weather. Non-emergency overtime must normally be authorized in advance by the Chief Executive Officer or his/her designee. Unscheduled overtime may also be approved by the Person-In-Charge when necessary to ensure safety and/or customer service. Emergency overtime, defined as work that an employee is required by management to perform during a period when the Library is closed for an entire day due to the Chief Executive Officer's or his/her designee's declaration of an emergency, must be authorized by the Supervisor in charge and reported to the Chief Executive Officer or his/her designee the next working day. Overtime work shall be distributed equitably within each branch or unit among employees normally engaged in the work involved. Failure to work scheduled overtime or overtime worked without prior authorization may result in disciplinary action, up to and including termination.

#### Section B – Payment to Nonexempt Employees

Overtime compensation for nonexempt employees will be paid at time and one-half above 40 hours per week, calculated at the base hourly rate of pay, in accordance with applicable law. Time off on paid leave will be considered hours worked for purposes of performing weekly overtime calculations. A nonexempt employee who requests compensatory time in lieu of overtime pay will receive compensatory time at one and one-half times the amount of time worked, provided that such time must be taken within the same week. Emergency overtime performed by a non-exempt employee, as defined in Section A, shall be compensated at two times their hourly rate, plus a

number of hours of Administrative Leave equal to the employee's regular daily scheduled work hours.

### Section C – Exempt Employees

Exempt employees shall not receive extra pay for overtime work; however, those exempt employees who are required to work excessive overtime may request compensatory leave. Such leave must be approved by the Chief Executive Officer or his/her designee. Exempt employees will be allowed to earn compensatory leave at 1 ½ times hours worked above 45 hours in a week (or above 22 hours in a week for a 20-hour employee, or above 33 hours in a week for a 30-hour employee), provided that such leave must be taken during the next week in which operational needs do not require the employee to work in excess of 40 hours per week.

### Section D – Sunday Work

Sunday work shall be on a voluntary basis. Sign-up for Sunday scheduling will be conducted a minimum of three (3) times per year. Management will make every effort to fill remaining vacancies with substitutes. If voluntary staffing and substitutes are not sufficient to open all required branches on a Sunday, employees may be assigned to fill remaining vacancies on a rotating basis each calendar year in order of inverse seniority from a pool of qualified bargaining unit employees who have not already volunteered or been assigned for a Sunday during that year. If after these steps, staffing is still insufficient to open a branch on a Sunday, PGCMLS shall notify the union and the parties shall work collaboratively to find additional staffing. If this additional step is not sufficient to open all branches, PGCMLS may assign employees to fill vacancies in order of inverse seniority. No employee will be required to work more than two (2) Sundays per calendar year. Should a demonstrated operational need warrant a change to the voluntary status of Sunday work, then the parties shall negotiate an alternate Sunday work assignment process. Employees working on Sunday will be scheduled to work no less than the total number of hours the Library is open to the public. Hours worked by nonexempt employees are reimbursed at one and one-half times the employee's hourly rate of pay. Sundays worked by exempt employees in addition to their workweek are reimbursed at a flat rate to be determined by the Chief Executive Officer and shall be published in the Management Update.

## ARTICLE 7 - SENIORITY AND PERSONNEL ACTIONS

### Section A – Seniority Defined

Seniority shall be determined on the basis of length of service from the first date of salaried employment with PGCMLS, except in cases when breaks in service of three or more years occur. In such cases, service prior to the break in service shall not be counted.

### Section B – Probationary Period

All PGCMLS employees covered by this Agreement shall be required to serve an initial probationary period of six months. This may be extended on an individual basis, at the Library's discretion to one (1) year after appointment to any position with the PGCMLS, to allow the employee the opportunity to improve. The Library will send written notification to the Union within five (5) business days of extending the initial probationary period of any new employee. Employees serving a probationary period shall not be entitled by virtue of this Agreement to any rights and/or privileges that exceed or are in conflict with the provisions of the applicable

PGCMLS rules, regulations and benefits governing probationary employees. Probationary employees shall not be the subject of grievances for disciplinary action or termination taken during or at the end of the probationary period. An employee within the probationary period who is demoted shall begin a new probationary period. Probationary employees are subject to more restrictive leave requirements (see below) and may be ineligible for certain promotions or transfers (see below).

### Section C – Personnel Actions

In all personnel actions involving employees relating to layoff, recall from layoff, involuntary transfers and promotion, seniority shall be the governing factor when, in the judgment of PGCMLS, reasonably exercised in a manner consistent with this Agreement, applicants are relatively equal in terms of other selection factors (see below).

#### Selection Criteria

Selection decision factors for promotions and lateral moves shall be job related and include, but not be limited to: the results of the interview, along with any skills exercises; a candidate's work experience; education and training relevant to the vacancy; work performance, including performance appraisals if available; disciplinary actions; attendance record; ability to perform the essential functions of the job; availability to work the required hours and at the required location. If all other selection decision factors are relatively equal, then seniority will be the governing factor. Seniority alone will govern transfers and change of hours requests, for staff in good standing.

All staff, regardless of their standing, seeking a promotion or lateral move shall be subject to an interview tied to the current PGCMLS hiring process.

All staff who have been promoted or demoted to a new position shall be placed on a six (6) month probationary period for the new position. Supervision shall provide written goals and expectations and all relevant training during this period. Supervision will meet with the employee no less than once per month to provide written feedback on performance. At the end of this probationary period, the employee is to be evaluated by their new supervisor on their performance in the new position. If after training and monthly performance counseling, the employee fails to meet expectations, promoted employees will be returned to the previous lower grade position within the system; demoted employees will be terminated. The probationary period may be extended up to a maximum of six (6) additional months to allow the employee the opportunity to improve. All rights provided under this Agreement are maintained during this probationary period.

### Section D – Termination of Seniority

An employee's seniority shall be terminated and all rights under this Agreement forfeited for the following reasons:

a) Discharge for just cause, resignation or retirement; provided that an employee may submit a written request to withdraw a resignation within 5 calendar days from the date of the resignation, which the Chief Executive Officer or his/her designee may approve or deny.

b) Absence for three (3) consecutive scheduled work days without notifying PGCMLS during the absence (unless physically impossible to do so) of an illness or accident preventing the employee from working, as evidenced by written certification of a physician or other proof if requested by

PGCMLS, or other satisfactory reason for such absence;

c) Failure to return to work within five (5) consecutive days after an employee has received due notification of recall from layoff by PGCMLS without the employee so recalled notifying PGCMLS during the absence (unless physically impossible to do so) of an illness or accident preventing the employee from working, as evidenced by written certification of a physician or other proof if requested by PGCMLS, or other satisfactory reason for such absence.

#### Section E – Subcontracting

Employees who have completed the probationary period shall not be terminated from employment for lack of work as the result of outside contractors or temporary employees carrying out the duties normally performed by said employees.

#### Section F – Layoffs/Reductions in Force and Recalls

When the Employer determines that a Reduction in force is necessary, it shall notify the Union which job classifications shall be reduced and why. Reductions in force and recalls shall be based upon seniority when the following decision factors are relatively equal: work experience; work performance, including performance appraisals if available; disciplinary actions; attendance record; ability to perform the essential functions of the job; and availability to work the required hours at the required location. Employees who are laid off due to a reduction in force will be placed on a recall list for a period of one year.

#### Section G – Conflict of Interest

Except with the express written approval of the Chief Executive Officer or his/her designee, no employee will be supervised by a member of their immediate family (as that term is defined in Article 12 Section A) within the same department. In the event such a relationship is found to exist between an employee and an immediate supervisor, one of the two (the less senior of the two in the absence of voluntary action) shall be transferred to another branch, department, or office, if there is a vacancy. Employees shall disclose any such relationship within the same department.

### ARTICLE 8 - VACANCIES

#### Section A – Filling Vacancies

Vacant positions approved for recruitment will normally be filled in the following order of priority: (1) recall from a layoff; (2) transfer and/or increase or decrease in hours of a current employee within a job class in which a vacancy exists; (3) promotion or lateral move; (4) voluntary demotion; (5) involuntary demotion; (6) external recruitment. In rare cases, and only with the approval of the Director of Human Resources or his/her designee, in consultation with the Chief Executive Officer, a position may be filled by a temporary promotion. In such cases, the salary shall be in accordance with the Employee Compensation Article of this Agreement.

#### Application Procedures

Applications will be accepted only for specific positions approved by the Chief Executive Officer.

Information for positions shall be listed in the Job Posting Book for Salaried Employees, on the Library's intranet, and pinned to the top of Management Updates for ten (10) business days. Qualified employees may apply for promotions at any time. All qualified employees who have been in their current position for at least six months may apply for lateral transfers. This six month requirement shall be waived if they are the only internal applicant. After the internal posting period, an external announcement may also be issued. During this external posting period, employees may still apply, but after the internal posting period no priority will be given to these candidates. A salaried employee shall not normally be eligible for a transfer or lateral move until their probationary period has been completed. An exception may be authorized by the Director of Human Resources or his/her designee, in consultation with the Chief Executive Officer.

Applicants who do not meet the posted minimum qualification and availability requirements for the position will not be considered. Incomplete applications and those received after the advertised deadline will not normally be considered. Unsolicited resumes/applications will not be considered. Internal candidates must be in "good standing" in order to apply; there may be no written reprimands within the past 14 months and no suspensions on file within the past three (3) years. Only the Director of Human Resources or his/her designee, in consultation with the Chief Executive Officer, may make exceptions. Those applicants whose qualifications most closely match the Library's needs will be considered for the interview process.

Any misrepresentations, falsifications, or material omissions in any of this information may result in the Library's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

If the nature of the position and number of similar vacant positions dictate, an eligibility list may be established based upon interview results and other selection factors; this shall be normally be announced on the job announcement. Eligibility lists shall be established based upon the selection factors agreed to in this Agreement. Eligibility lists remain in effect for six months.

#### Removal/Expiration of Applications

The application of an eligible candidate will be made inactive for any of the following reasons: an appointment to a position in the Library; a refusal of an offer; a statement from the applicant that s/he is no longer available and/or interested; failure to reply to an inquiry as to availability for employment or an offer of employment; absent an emergency, failure to report for duty after accepting an offer of employment; a notice from the postal authorities of their inability to locate the eligible applicant at the last known address; loss of required certification or inability to perform the essential functions of the job; expiration of an eligibility list.

#### Section B - Post-Selection Procedures

Human Resources shall make reasonable efforts to notify all candidates in writing of the outcome of the selection process within five (5) business days after the decision has been made prior to the announcement in the Library's "Management Update". In the event of a dispute, upon request, the Library will inform the Union on a confidential basis of the comparative ratings of selected and non-selected employees.

If a selected candidate to fill a vacancy is a Library employee, the selected employee shall be released for the new assignment usually at the beginning of the next pay period after 14 calendar days from the acceptance of the offer, subject to conflicting operational needs.

### Section C - Demotion Procedures

A demotion can be either voluntary or involuntary, and will be done in accordance with Section A. The salary in the lower grade shall be established as outlined in the Rates of Pay Section of the Employee Compensation Article of this Agreement. An employee within the probationary period who is demoted shall begin a new probationary period. An employee may be involuntarily demoted for failure to meet the performance standards for the position or as a result of disciplinary action.

### Section D - Promotional Procedures

Employees may apply for a promotional opportunity by completing a Job Posting Application and submitting it to Human Resources through the online system. A salaried employee shall not normally be eligible for promotion until the probationary period has been completed. An exception may be authorized by the Director of Human Resources or his/her designee, in consultation with the Chief Executive Officer, if the employee was appointed at a grade level below the employee's qualifications and s/he is competitively selected for a promotion. An employee who declines a promotion may request continuation on the eligibility list, if one exists, for the remainder of the life of the list (Such lists generally have a life of six (6) months). Applicants not selected may receive, upon request, verbal summaries and feedback from Human Resources.

### Section E - Reallocation of Positions\*

When the incumbent of a position reallocated upward performs the duties of the position in a satisfactory manner, the incumbent shall be reallocated to the higher grade without competing with other employees for the position. The rate of pay for such employees (excluding system-wide reallocations) shall be adjusted in accordance with Article 5, Section E of this Agreement.

The incumbent of a position reallocated downward shall be reassigned to another position for which the incumbent qualifies without change of grade or loss of pay. If such a vacancy does not exist, the employee shall be given a written thirty calendar day notice of change to a lower grade and the salary shall be established in accordance with this Agreement.

\* Excluding system-wide classification studies.

### Section F – Noncompetitive Reappointment

An employee terminated or demoted as a result of a reduction-in-force, or reclassification may be reappointed noncompetitively provided such action is approved by the Chief Executive Officer or designee and:

- (a) Reappointment is to a position at the same or lesser grade level held at the time of separation or demotion;
- (b) The individual fully meets the requirements for the subject position;
- (c) The individual successfully passes a physical examination, if required, for the position;
- (d) The individual had successfully completed the required probationary period prior to separation;



- (e) The individual had applied for reappointment within one year from the date of demotion or termination.

## ARTICLE 9 - NON-DISCRIMINATION

### Section A - Discrimination Prohibited

PGCMLS and the Union agree not to discriminate for or against employees covered by this Agreement on account of membership in the Union, or on account of race, color, ancestry or national origin, sex, religion, age, marital status, disability or perceived disability, occupation, political opinion, personal appearance, sexual orientation, genetic information, or any other basis prohibited by law, in any personnel action. All staff shall be required to attend training on discrimination/harassment as developed by the LMRC. The LMRC will develop this training, to include content and frequency by December 1, 2019.

### Section B – Disability Accommodation

PGCMLS and the Union agree that the Library should take all actions necessary to comply with the Americans with Disabilities Act, including but not limited to providing reasonable accommodation for qualified employees with disabilities. PGCMLS will not discriminate against qualified persons with disabilities in any aspect of employment, including recruitment, examination, hiring, rate of pay, promotion, training, fringe benefits, or any other term of employment, and will take reasonable measures to assure that applicants with disabilities receive a fair opportunity to qualify and compete for available positions, all in accordance with applicable law. The parties further agree that a reasonable accommodation should not impose an undue hardship on PGCMLS, which is unduly costly, extensive, substantial, disruptive, or that would fundamentally alter the nature or operation of the organization. Every effort will be made to involve the individual with a disability in identifying and implementing reasonable accommodation for that employee.

### Section C – Harassment Reporting

In accordance with applicable law and established PGCMLS procedures, employees shall be entitled to report alleged incidents of discrimination and/or harassment based upon sex or other protected characteristics to officials designated by PGCMLS, the Maryland Commission on Human Relations, the Prince George’s County Human Relations Commission and/or to the Union. PGCMLS will post the phone numbers for these agencies in a prominent location in each branch and also on the staff Intranet. In addition, when a complaint is filed with the Union, if the Union believes that a non-represented supervisory employee has engaged in abusive or intimidating behavior toward a unit member, the Union may file a confidential complaint with the Department of Human Resources. PGCMLS shall provide the Union a written report within thirty (30) days after the complaint is filed that the matter has been investigated and the behavior, if any, has been corrected and within ninety (90) days, proof of attendance at an appropriate training program, if any such behavior was found to have occurred.

## ARTICLE 10 - DISCIPLINE

### Section A - General Policy

Disciplinary action shall be for just cause, and will be issued within a reasonable period of time after discovery by Human Resources of the conduct calling for discipline and the completion of any applicable investigation of such conduct. Disciplinary action may call for any of five steps depending upon the gravity of the offense, the employee's record of disciplinary actions and work performance, length of service, and other mitigating factors. In ascending order of severity, the actions, which shall normally be followed progressively, are as follows: oral warning; written reprimand noted in the employee's personnel record; suspension from job; demotion; termination or dismissal. This discipline schedule does not restrict the parties from negotiating an alternative level of discipline, including forfeiture of annual leave or compensatory time or within-grade reduction, in an attempt to reach a mutually agreed to compromise regarding a particular proposed disciplinary action. The Union accepts that any such agreements shall be non-precedential and cannot be used in arguing another disciplinary action.

There may be circumstances when one or more steps are bypassed. The parties recognize that there are certain types of employee problems that are serious enough to justify either a suspension or, in extreme situations, dismissal, without going through the usual progressive discipline steps. In accordance with the Laws of Maryland Relating to Public Libraries, and Library policies, grounds for discipline of employees may include but are not limited to the following reasons: misconduct in office; insubordination; incompetency; or willful neglect of duty.

Complaints against unit members driving PGCMLS vehicles while in the performance of their official duties or driving official vehicles at any time shall be placed in the official personnel files and subject to discipline by management only after receipt of contact information (name and phone number) of the person complaining.

#### Section B - Procedures

Employees shall adhere to such rules of conduct as are periodically declared and maintained by PGCMLS. A supervisor who becomes aware of suspected employee misconduct shall promptly commence a thorough investigation of the incident, including asking the employee for an explanation. Human Resources or a designee may also conduct an investigation. All disciplinary actions, other than oral warnings, must be approved by the Director of Human Resources or his/her designee prior to administering the action. Prior to taking any disciplinary action, with the exception of oral warnings, PGCMLS must provide the employee with a copy of the charges specifying the proposed discipline, alleged violations of policy and procedure and specific information supporting the allegations, and a reasonable opportunity for response by the employee. Disciplinary actions shall normally be documented on the Human Resources Information System. A copy of the online Employee Disciplinary Action form is kept in the personnel file in accordance with this Agreement. An employee who has completed the probationary period may appeal any disciplinary actions, with the exception of oral warnings and written reprimands, in accordance with this Agreement. An employee may submit a rebuttal to a written reprimand or an oral warning. Employee responses shall be kept in the personnel file. Oral warnings shall not be used to deny a transfer or promotion.

#### Section C - Union Representation

The Union shall be given the opportunity to attend any pre-disciplinary interview of an employee by a representative of the Library in connection with an investigation if the employee reasonably

believes that the interview may result in disciplinary action against the employee, and the employee requests representation. If an employee requests to be represented at such an examination, the Library will delay the examination for a reasonable time, not to exceed one hundred twenty (120) minutes, to permit the employee the opportunity to arrange representation. Such time shall not unreasonably delay the interview by the Library. The Library is free to terminate any such examination in connection with an investigation and to administer discipline without such an examination. PGCMLS shall notify the Union of proposed disciplinary actions.

If the employee chooses to be represented, the Library shall notify both the employee and the Union representative of the subject matter of the interview, i.e., the type of misconduct for which discipline is being considered. The Union representative shall be allowed to speak during the interview. However, the Union representative shall not have the right to bargain over the purpose of the interview. Nor shall the Union representative or management representative be permitted to interfere with or disrupt the interview. The Union representative may request that the Library clarify a question so that the employee can understand what is being asked. When the Library has completed all questioning of the employee, the Union representative may provide additional information to the Library.

The Union shall have no right to represent an employee who is examined as a witness or third party in an investigation or to represent an employee who is being counseled by a representative of the Library concerning conduct, performance, or any other similar or like work-related matter. The employee must answer all work-related questions truthfully, promptly, and completely. Upon request the Library shall provide the Union all supporting documentation to a disciplinary action. The Library may sanitize this documentation to protect privacy and the investigatory process. Prior to the commencement of any disciplinary examination of a bargaining unit member, the supervisor should remind the employee of his/her right to union representation during the examination.

## ARTICLE 11 - GRIEVANCE PROCEDURE

### Section A - Purpose

The purpose of this Grievance Procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances. A grievance is any complaint arising out of a violation or misinterpretation of any provision of this Agreement, including disputes over changes in existing work rules and working conditions. Oral warnings and written reprimands, reclassifications (except as referenced in Article 5, Section I), discipline of probationary employees, actual performance standards and annual evaluations shall not be grievable. Subject to Article 25 of this Agreement (Governing Laws and Regulations), all future work rules or practices governing terms and conditions of employment shall be subject to the grievance procedure should the Union believe that they are in conflict with any provisions of this Agreement.

PGCMLS and the Union retain the right to settle any grievance in the enforcement of this Agreement. PGCMLS shall ensure that all settlements reached with respect to grievance resolution and other matters regarding the enforcement of this Agreement, shall be implemented.

### Section B - Procedural Steps – Discipline, Dismissal and Termination

Any timely dispute over discipline, dismissal or termination of non-probationary employees, other than oral or written reprimands, which an employee and/or the Union have not been able to adjust

informally with the immediate supervisor, may be made the subject of a grievance, and shall be processed in the following steps:

Step 1. The Union shall file a written grievance within fifteen (15) business days after the date on which the aggrieved employee could reasonably have known of the event which caused the grievance. A written answer to said grievance shall be furnished by PGCMLS to the Union within fifteen (15) business days after receipt of the grievance. If the Union serves written notice that said written answer is not satisfactory to them, or if said written answer is not furnished within fifteen (15) business days, the grievance shall proceed to Step 2.

Step 2. No later than fifteen (15) business days after the written answer is furnished in Step 1, the grievance may be presented by the Union to the Discipline Settlement Committee. The Committee shall consist of four members (1 Management Rep., 1 HR Rep., and 2 Union Rep.), none of whom shall have been involved in the matter before the Committee. The Union and the Library shall each be permitted to make a brief presentation before the Committee. Format of presentations shall be established by the Committee. The Committee will review the discipline and make a non-binding recommendation. If the parties agree with the recommendation of the Committee, the grievance will be withdrawn. If the Union or the Library disagrees with the Committee's recommendation, they are free to proceed to arbitration within twenty (20) business days thereafter.

#### Section C – Procedural Steps – Non-Disciplinary Grievances

Any timely grievance over non-disciplinary disputes (disputes not relating to discipline, dismissal or termination) arising under this Agreement may be made the subject of a grievance, and shall be processed in the following steps:

Step 1. The grieving party shall file a written grievance within fifteen (15) business days after the date on which the party could reasonably have known of the event which caused the grievance. A written answer to said grievance shall be furnished by the non-grieving party within fifteen (15) business days after receipt of the grievance. If the grieving party serves written notice that said written answer is not satisfactory to them, or if said written answer is not furnished within fifteen (15) business days, the grievance shall proceed to Step 2.

Step 2. No later than fifteen (15) business days after the written answer is furnished in Step 1, the grievance may be presented by the parties to Grievance Mediation, as set forth below.

#### Section D—Non-Disciplinary Grievance Mediation

The Parties recognize the necessity of carefully considering the circumstances of the particular grievance in deciding whether to utilize Mediation. Upon mutual agreement, the Parties shall request the services of a mediator on a case-by-case basis. The Union President or designee can represent the union/union member in the mediation process.

- a. Should an agreement not be reached by the conclusion of the session, the mediator shall immediately provide an oral advisory opinion that the Parties may consider in negotiating an agreement themselves.
- b. Should both parties accept the advisory opinion and/or a settlement, it shall not have precedent setting value unless mutually agreed to on a case-by-case basis.

- c. The mediator shall be barred from arbitrating the grievance or testifying in a subsequent proceeding.
- d. Documentation pertaining solely to the Mediation Process including evidence, settlement offers or the mediator's advisory opinion shall be inadmissible as evidence in any subsequent proceeding.
- e. The fees and expenses of the mediator shall be shared equally by the parties.

#### Section E – Arbitration

Either the Union or the Library may request arbitration of an unresolved disciplinary or non-disciplinary grievance, within twenty (20) business days after all grievance procedures have been exhausted. The Arbitrator shall be selected and the arbitration shall be conducted in accordance with the procedures of the American Arbitration Association (AAA). The Arbitrator shall have no authority to amend, add to, or subtract from the provisions of this Agreement. The Arbitrator's decision shall be final and binding on all parties, and shall be subject to appeal only in accordance with the Maryland Arbitration Act. The fees and expenses of the arbitration shall be shared equally by the parties. The arbitrator shall make an award as he/she decides is proper under this Agreement and in consideration of applicable public law he/she deems relevant. In accordance with the Annotated Code of Maryland, Title 3, Subtitle 2, of the Courts and Judicial Proceedings, the Arbitrator shall have the authority to issue subpoenas for any witness either party believes is relevant to their case.

#### Section F- Grievance Investigation and Adjustment

A Union Steward and/or one Executive Board member shall be permitted a reasonable period of administrative leave, subject to the amount remaining in the administrative leave bank established elsewhere by this Agreement, to leave work to investigate and adjust the grievance of a PGCMLS employee, after a Leave Request requesting administrative leave for union business has been submitted and returned with supervisory approval, unless such written submission is not feasible due to a same day notice of a grievance investigation at which the Steward's presence is required; provided such leave shall not disrupt, or otherwise interfere with efficient PGCMLS services.

#### Section G - Time Limits

The time limits set forth in this Article are of the essence of this Agreement and are essential to the proper handling and disposition of grievances. Therefore, said time limits can be extended only by agreement between PGCMLS and the Union. If such extension is verbal, then there shall be written confirmation of such extension by the party requesting it. All grievances, responses, and/or steps described in this article (which may be by fax, e-mail, hand delivery, overnight mail, certified mail, or other form of written communication) must be communicated in a manner which provides for written confirmation of receipt by the other party, production of which shall be required to establish compliance with any applicable time limit in the event of a dispute.

#### Section H - Individual Complaints

Pursuant to the Prince George's County Labor Code Sec. 13A-103 (c), an employee may present a grievance at any time to the Library without the intervention of the Union, provided that the Union

is afforded an effective opportunity to be present and to offer its view at any meetings held to adjust the complaint and that any adjustment made shall not be inconsistent with the terms of this Agreement. However, an individual employee may not refer a grievance to arbitration under this Agreement. Alternatively, if a suspended or terminated employee disagrees with their discipline, the employee is free to request a hearing before the PGCMLS Board of Trustees within ten (10) days thereafter. Such an employee waives his/her right to Union representation and arbitration.

## ARTICLE 12 - PAID ADMINISTRATIVE LEAVE

Eligible employees may be granted paid administrative leave by an authorized official under certain circumstances and with appropriate documentation, as described below, after a Leave Request for administrative leave has been submitted through the HRIS and approved by their supervisor. A request for cancellation of administrative leave must be submitted in the same manner. Pay will be calculated on the employee's base hourly pay rate times the number of hours of approved leave. Leave may be taken only after being approved by the appropriate supervisor(s). All leave must be accurately reflected on an employee's electronic time card. Approved leave must be in quarter hour increments. Administrative leave is not paid on days an employee is not otherwise scheduled to work. Administrative leave, with the exception of bereavement leave, may not be substituted for pre-approved annual, sick, and/or floating leave. Employees may not circumvent specific restrictions in this agreement.

### Section A - Bereavement Leave

Up to three scheduled workdays of paid Bereavement Leave, within a seven-day period of the death and/or within a seven-day period of the funeral/memorial service, will be provided to employees for a death in the immediate family. Part-time salaried employees will be eligible for bereavement leave on a pro-rated basis. "Immediate family" shall mean an employee's spouse, children, grandchildren, sister or brother, sister-in-law or brother-in-law, parents or grandparents, spouse's parents or grandparents, domestic partner, child of domestic partner living in the household of the employee, or a member of the household. One scheduled workday of paid Bereavement Leave will be provided to employees to attend the funeral or memorial service of an aunt, uncle, niece or nephew. An employee who wishes to take time off due to the death of an immediate family member must notify his/her supervisor immediately. An employee requesting Bereavement Leave shall be required to fill out a Bereavement Leave form noting the name of the deceased, the relationship to the employee, and in cases of suspected abuse, the location and date of death. Where there is evidence of abuse, additional documentation may be required, including a death certificate; proof of attendance; or death notice. Employees may request annual leave for additional time off as necessary.

### Section B - Blood Donor, Immunization Program

A maximum of two consecutive working hours will be granted for participation in a blood donor or immunization program.

### Section C - Breakdown Of Equipment, Power Failure, Other Adverse Conditions

In the event of a breakdown of equipment, power failure or other adverse situation resulting in closure of the facility by the Library, including but not limited to a closing at the direction of

MOSH, after joint inquiry by the Chief Executive Officer or his/her designee and the Union, employees with two hours or less left in their scheduled workday will be granted up to two hours Administrative Leave. Employees with more than two hours left in their scheduled workday will be reassigned to a different work site, with priority given to the sites requested by the employees absent contrary Library staffing concerns, or they may use annual leave in lieu of working the rest of their shift. Employees in essential operations may be asked to work on a day when operations are officially closed. In the event the Library knows a facility is closed prior to the start of the first shift, the Library will make a good faith effort to notify employees to report to another location or request annual leave. Decisions on whether or not to close a facility shall occur no later than ninety (90) minutes from the report of breakdown to the Administrative Offices. If the decision is made to keep the facility open and the circumstances deteriorate, PGCMLS is not precluded from reevaluating their decision. Should the facility remain open where existing conditions pose serious discomfort to a bargaining unit member, such member shall be reassigned to a different worksite or be allowed to take annual leave, subject to the criteria of Article 13 until the condition causing the serious discomfort is corrected.. Requests for such leave shall not be unreasonably denied.

#### Section D - Court Appearance

An employee who has been subpoenaed to testify as a witness will receive administrative leave for the entire period of witness duty. The subpoena must be shown to the employee's supervisor immediately after it is received so that the supervisor may arrange to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.

#### Section E - Jury Duty

Employees will be granted administrative leave for jury duty. An employee must show the jury duty summons to his/her supervisor as soon as possible so that the supervisor may arrange to accommodate the absence. An employee is expected to report for work whenever the court schedule permits. Payment received for jury duty may be retained by the employee. The employee must provide documentation from the Jury Commissioner showing the dates served.

#### Section F – Official Day Of Mourning

Administrative leave may be granted for an officially declared County day of mourning and in other instances at the discretion of the Chief Executive Officer.

#### Section G - Educational Leave

Educational leave may be granted to an employee who has successfully completed one consecutive year of salaried employment with PGCMLS to attend accredited courses (e.g., high school, business school, trade school, or college) which will enhance the employee's qualifications for his/her current position or in preparation for advancement within the Library System. Such educational leave may not exceed 150 hours for full-time employees in any calendar year; time will be pro-rated for part-time employees. Up to one half hour per day of time for travel may be granted which shall be counted towards the 150 hours.

#### Section H - Emergency Civilian Duty

Administrative leave may be granted to an employee to perform emergency civilian duty in the

public interest. Requests must be submitted in writing through the line for approval.

#### Section I - Funeral Of Staff Member

Four consecutive working hours will be granted to attend the funeral of a staff member when it falls within the employee's normal workday.

#### Section K - Official Representative Of The Library

Administrative leave may be granted by an authorized official to an employee representing the Library in an official capacity at: a meeting, conference, symposium, or convention.

#### Section L - Professional Development

An authorized official may approve Professional Development Leave to attend a conference, workshop, seminar, or other training event.

#### Section M - Severe Weather Conditions

System Closure Leave shall be granted when the Library is officially closed due to extreme inclement weather. Employees in essential operations may be asked to work when facilities are officially closed.

#### Section N – Authorized Union Business

A Leave Bank shall be established by each Library employee's contribution of one hour of leave per year, to be matched by one hour of annual leave per employee per year to be contributed by the Library. The number of hours in the Leave Bank shall not exceed 500 in any given year and shall not carry over from year to year. Stewards and the Executive Board member participating in authorized union business shall be eligible for administrative leave, in accordance with other provisions of this Agreement, but shall not take administrative leave that cumulatively exceeds the amount of the leave bank. Such leave may include up to (and not to exceed) six (6) hours per month for one Executive Board member to attend the Union's Executive Board meetings, and reasonable periods of time for shop stewards and one Executive Board member engaged in investigating PGCMLS grievances and other official PGCMLS Union business.

#### Section O – Voting

Employees who are registered voters may be granted up to two (2) hours off with pay for the purpose of voting in state, county and federal primary and general elections if the employee would otherwise be prevented from voting because of his/her work schedule.

#### Section P – Military Leave

An employee may receive paid military leave from the Library, not to exceed fifteen (15) working days per calendar year.

#### Section Q – Staff Training Day

Subject to available funding and operational needs, the Library will close one day each calendar



year in order for all staff to attend a mandatory (unless on approved FMLA leave) in-service training day. Staff will receive Continuing Education Units (CEUs) for attending sessions in accordance with State guidelines. PGCMLS will provide breakfast and lunch for staff. All staff who attend the entire training day will be paid for eight (8) hours. Part-time staff and staff members who are not normally scheduled to work on the scheduled training day will be required to adjust their schedules for the week to account for the eight (8) hour training day. Any staff member who leaves the training day early will be paid for the actual training attended and must make up the remaining hours in that work week.

**ARTICLE 13 - PAID ANNUAL LEAVE/SICK LEAVE**

**Section A-Annual Leave**

Accrual

Paid time off is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Pay will be calculated on the employee’s base hourly pay rate times the number of hours of approved leave. The amount of paid annual leave employees receive each year increases with the length of their employment. Leave is not credited to the employee until the end of the pay period in which it is earned.

Years of Service	Hours Accrued Per Pay Period			Hours Accrued Per Year		
	40*	30*	20*			
1 - 3	4.5	3.385	2.25	117	88	58.5
4 - 15	7	5.25	3.5	182	136.5	91
16 & over	8	6	4	208	156	104

\* Hours worked per week

A new employee who has held a salaried position in a public library in the United States which provided annual leave accrual will have his/her years of service counted when calculating years of service for hours accrued per pay period provided there has been not more than a sixty (60) calendar day break between employment at that library and PGCMLS and provided the former employer notifies PGCMLS on their letterhead of dates of employment, title(s) and eligibility for annual leave accrual. Service credit is counted towards annual leave accrual only and will not affect any other term or condition of employment or calculation of seniority.

Accumulation

A staff member may have an annual leave balance at the end of the pay period that includes December 31st according to the following chart; accumulated leave over these amounts will be forfeited. In exceptional cases, including when annual leave requests have been denied to the staff member during the leave year, the maximum carry-over may be waived by the Chief Executive Officer if a written request is submitted no later than December 31 of the year in which the leave is

accumulated. Such requests will not be unreasonably denied.

Years of Service	Maximum Leave Accumulation		
	40*	30*	20*
1 - 3	208	153	107
4 - 15	328	242	161
16 & over	348	257	171

\* Hours worked per week

Eligibility

A new hire’s start date must be the first day of a pay period in order to accrue leave for that period. Leave is thereafter accrued on a bi-weekly basis in accordance with the above chart. A staff member who is on leave without pay for more than five (5) days in any pay period will not earn leave for that period.

Payout

An individual, who terminates employment with the Library, or the estate of a deceased employee, will be paid for unused annual leave. The payout will not exceed the maximum carry- over amount plus accrual for the first six months of the next year. A staff member who terminates employment during the first year of employment will forfeit annual leave earned during the first 120 days.

Request For Leave

Every effort must be made to give each employee the opportunity to use annual leave earned. Whenever possible, a request for annual leave should be submitted at least five days in advance to the authorized supervisor using the HRIS. The authorized supervisor will approve or deny leave requests within five (5) business days. If there is no response to a request for leave within five (5) business days of receipt by the authorized official, the request for leave shall be deemed to be approved. Leave may be taken only after being approved by the appropriate supervisor(s). Requests will be evaluated based on anticipated workload requirements and staffing considerations during the proposed period of absence. A request for cancellation of annual leave must also normally be submitted in advance to an authorized official. Employees shall be able to cancel leave requests in the HRIS used by the Library, with supervisory approval, when the current HRIS has that capability. No leave requests should be submitted more than a year in advance.

Employees should submit requests for the majority of their annual leave to their supervisor by December 1st for leave between February 1st and May 31st, by April 1st for leave between June 1st and September 30th and by August 1st for leave between October 1st and January 31st.

Multiple leave requests for the same time period shall be entertained on a fair and equitable basis provided that seniority shall be the determining factor in the event of an intractable conflict, so long as no employee invokes seniority preference in successive years. In an emergency situation, an employee may request annual leave by personally speaking with his/her supervisor or, in the supervisor's absence, the person in charge within thirty (30) minutes after the start of his/her work day. If an employee will be absent in excess of the time initially reported, the employee must again speak directly with the supervisor or, in the supervisor's absence, the person in charge.

The parties agree to forgo the above quarterly leave request system above for a two year pilot program. The pilot program will terminate on July 1, 2021 unless the parties agree to continue the program.

Restrictions On Use

A probationary employee will not be granted the use of annual leave until the beginning of the third full pay period worked. Absence from work during this period, except for illness (see Sick Leave section) or administrative reasons, may be charged as leave without pay.

Annual leave may not be used in lieu of an employee's sick leave balance except when on or extending approved family or medical leave (see Family Leave and Medical Leave sections). In addition, if an employee's sick leave balance has been exhausted, the employee may take approved annual leave for a medical reason not covered by FMLA so long as the employee properly requests approval for such annual leave from the supervisor at least 24 hours in advance. If the supervisor does not receive a notification for any such situated employee and the Union provides proof that the employee was incapacitated then the employee's annual leave shall be automatically utilized. Annual leave may not be used in advance of accrual. All leave must be accurately reflected on an employee's electronic time card. Approved leave must be in quarter hour increments.

Section B – Paid Sick Leave

Accrual

Leave is not credited to the employee until the end of the pay period in which it is earned. The amount of paid sick leave an employee receives is based on the number of hours worked per week.

Hours Accrued Per Pay Period			Hours Accrued Per Year		
40*	30*	20*			
4.865	3.654	2.423	126.5	95	63

\* Hours worked per week

Accumulation

There is no limit on the amount of sick leave an employee may accumulate.

Credit From Other Maryland State-Aided Public Libraries

A new employee who has held a position during the preceding twelve (12) months in another

Maryland state-aided public library where both institutions participate in the Maryland State Retirement Agency will have his/her sick leave balance from the former library, minus any sick leave payout, put into his/her Library's sick leave account by the end of the second full pay period of employment provided the former employer notifies PGCMLS on their letterhead of the sick leave balance.

### Retirement Credit

Should an employee retire from the Library, the employee's sick leave balance will be reported to the Maryland State Retirement Agency (SRA) for possible conversion to retirement credit, in accordance with Maryland law.

### Eligibility

A new hire's start date must be the first day of a pay period in order to accrue leave for that period. Leave is thereafter accrued on a bi-weekly basis in accordance with the above chart. A staff member who is on leave without pay for more than five (5) days in any pay period will not earn leave for that period.

### Payout

An employee who was hired on or after May 1, 1996 is ineligible for payout of his/her sick leave balance. An employee, who was hired before that date and terminates employment after a minimum of five (5) years of continuous Library service, or the estate of such an employee, will be paid a sum equal to thirty percent (30%) of their accumulated sick leave in excess of 100 hours.

### Sick Leave Balance Incentive

Any bargaining unit employee who has an unused sick leave balance above 450 hours as of the first payroll period in January, 2018 and each year thereafter, shall receive an incentive payment equivalent to eight (8) hours of pay in the first full pay period after January 1<sup>st</sup> of such year; provided that part-time employees will receive a pro-rated number of hours (6 hours of pay for 30-hour employees with more than 338 hours or 4 hours of pay for 20-hour employees with more than 225 hours). In order to be eligible to receive the incentive payment, an employee must be on the active payroll at the time of the payment, and no payments of the incentive will be made to any terminated employee.

### Request For Leave

An employee must speak directly with his/her supervisor(s) or, if the supervisor cannot be reached by phone, the person in charge at the time of the call, within thirty (30) minutes after the start of his/her work day. Maintenance personnel, and Building and Groundskeepers shall follow the emergency call-in procedure, if their supervisor cannot be reached by phone. If an employee will be absent in excess of the time initially reported, the employee must again contact the supervisor(s).

A request for sick leave must be made in advance whenever possible (e.g., doctor's or dentist's appointments). A request for sick leave must be submitted to an authorized official on an approved form designated by the Director of Human Resources. Advance sick leave for non-urgent medical conditions may be taken only after being approved by the appropriate

supervisor(s); requests will be reviewed based on a number of factors, including anticipated workload requirements and staffing considerations during the proposed period of absence. A request for cancellation of sick leave must also be submitted in advance to the authorized supervisor using the HRIS.

A supervisor or the Director of Human Resources may require a certificate from a licensed health care provider in the event of any suspected abuse of sick leave. If an employee is absent for five (5) or more consecutive work days due to their own illness or injury, a return to work certificate from a licensed health care practitioner must be provided releasing them to return to their normal duties; restoration to employment may be denied until this certification is provided. The Library may place an employee on FMLA medical leave, if appropriate.

Abuse of sick leave may be subject to disciplinary action, up to and including dismissal. Abuse of sick leave is defined as the use of sick leave for purposes other than those set forth under uses of sick leave. Whenever a supervisor suspects misuse of Sick Leave according to the types of evidence of misuse below, or violations of the leave provisions of this contract, supervisors may require the employee to provide medical certification from the employee's licensed health care provider in the event of future absences. This request for certification must be made in writing to the employee and is not retroactive to previous absences. The period for which certification is required shall be six (6) months, subject to extension by management should abuse of Sick Leave continue.

Abuse of Sick Leave may be subject to discipline, up to and including dismissal. Prior to the first disciplinary action, a counseling session will be held with the employee and supervisor, informing the employee of their right to: union representation; EAP services; and/or the possibility of FMLA eligibility. The employee will be given 30 days to use these services and/or apply for FMLA if relevant, before disciplinary action is taken.

A pattern of unscheduled sick leave, used at least monthly, may support evidence of misuse of Sick Leave if it meets any of the following factors:

- On Mondays, Fridays, or Saturdays;
- Preceding or following paid holidays;
- On days when a vacation request has been denied;
- Failure to notify the Library of absence;
- Other substantial evidence of abuse.

A pattern of unscheduled sick leave that does not support evidence of misuse includes, but is not limited to:

- Random absences each month
- Low leave balances
- Absences not occurring in a pattern during the previous three month period

An employee on approved annual leave who becomes ill may request to substitute sick leave for annual leave.

#### Restrictions On Use

A probationary employee will not be granted the use of sick leave until the beginning of the third

full pay period worked. Sick leave may not be used in advance of accrual. All leave must be accurately reflected on an employee's timecard. Approved leave must be in quarter hour increments.

### Donation of Leave

An employee may request a leave donation from other employees to be used for the purposes listed in this Article. An employee may donate annual and/or sick leave to another employee in accordance with the restrictions listed in this Agreement; it may not be donated in order to circumvent the restrictions. The entire leave donation will be credited to the designated employee. Donations of leave to the sick leave account must adhere to the following guidelines:

- All leave transfers must be voluntary.
- Leave transferred cannot be recovered by the donating employee.
- Leave transferred must be in quarter hour increments.
- Employees must exhaust all of their leave balance (sick, annual, floating) before they are eligible for a donation to their sick leave account.
- Employees receiving leave donations must establish eligibility by providing Human Resources with a written statement from a licensed health care practitioner.
- Annual leave over the allowed accumulation limit for an employee may not be donated to another employee.

Requests to donate leave must be made on an approved form designated by the Director of Human Resources and be submitted through the line to the appropriate supervisor. The appropriate supervisor or her designee will authorize the donation and forward the form to Human Resources for processing. Donations will be confidential and information will not be released to the receiving employee except by the donating employees if they choose to do so.

Leave may not be donated after notice of intent to terminate employment with the Library has been given.

The parties agree to refer to the LMRC the issue of creating a sick leave bank similar to the Montgomery County Sick Leave Bank no later than December 1, 2019. Upon agreement of the parties, the Sick Leave Bank shall replace the sick leave donor program.

### Uses Of Sick Leave

Sick leave may be requested for the following purposes:

- A health condition which affects the employee or the employee's spouse or child;
- Medical or dental appointments;
- Parental responsibilities associated with the birth of a dependent child, not to exceed five (5) working days for any one birth, single or multiple;
- Birth, adoption or foster care of a child;
- Illness of a member of the employee's household, or the illness of a family member not living in the employee's household but who requires the attention of the employee, on an occasional basis;
- To supplement any payments an employee is eligible to receive from state disability insurance or workers' compensation; the combination of any such disability payments and sick leave benefits cannot exceed the employee's normal weekly earnings.

On-The-Job Disability Leave

The Library will continue its current policy of providing up to six months paid leave for employees who are temporarily disabled due to an on-the-job injury compensable under the workers compensation law of Maryland. When a bargaining unit member is physically incapacitated due to a service-connected injury/illness, the employee shall immediately be placed on Injury on the Job leave until a determination concerning eligibility for workers' compensation has been made, provided that if the injury is later determined to be non-compensable, the amount of leave taken will be taken out of the employee's accrued sick or annual leave balance.

ARTICLE 14 - PAID HOLIDAYS AND PERSONAL LEAVE

There are normally twelve (12) official Library holidays. Employees may be granted special holidays declared by the Governor or County Executive at the discretion of the Chief Executive Officer.

Section A - Amount Of Holiday Leave

A holiday is paid at 8 hours for 40-hour a week employees, 6 hours for 30-hour a week employees, and 4 hours for 20-hour a week employees.

Dates Observed

New Year's Day	January 1
Martin L. King's Birthday	3rd Monday in January
Inauguration Day	January 20 (for Presidential Inauguration)
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	The day recognized by the Federal government for this holiday
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

All Library facilities close at 5:00 p.m. on the day before Thanksgiving. Employees must have their work schedules adjusted to work their normal duty hours prior to closing. In addition, employees shall receive a paid one-half hour lunch on this day.

Libraries will be closed on Saturday when an official holiday falls on a Saturday. When an official holiday (except December 24) falls on a Sunday, the following Monday will be observed as a holiday and all Library facilities will be closed. When December 24 falls on a Sunday, the preceding Saturday will be designated the holiday.

Eligibility

Employees are eligible for holiday leave upon hire. An employee whose normal day off falls on a

holiday will be given personal leave to be used within the calendar year; provided that those whose normal day off falls on Thanksgiving Day, Christmas Eve, and/or New Year's Eve may use their personal leave day(s) within the next calendar year (see Personal Leave section).

### Holiday Pay

An employee who is not on approved leave and fails to report to work as scheduled the day before and/or the day after a holiday may not be paid for the holiday.

A non-exempt employee who is required to work on a holiday to maintain an essential service will be paid at double time or given the option of taking compensatory time during the same week at double time. Paid time off for holidays will be counted as hours worked for the purposes of determining overtime.

Holidays, which occur during paid Family and Medical Leave will be paid as holiday pay; holidays which occur during unpaid Family and Medical leave will not be paid. Holidays, which occur during approved annual or sick leave, will not be charged against the employee's leave balance.

### Section B – Personal Leave

Four days of personal leave are granted to employees as of January 1<sup>st</sup> of each year to be used in that calendar year. PGCMLS will make its best efforts to ensure that employees' personal leave balances are reflected accurately in any computer system used to track such balances.

Management will communicate inaccuracies and/or corrections to leave balances with all affected employees in a timely manner.

### Amount Of Personal Leave

A day of personal leave is defined as 8 hours for 40-hour a week employees, 6 hours for 30-hour a week employees, and 4 hours for 20-hour a week employees.

### Eligibility

Employees are eligible for personal leave upon hire – pro-rated on their hire date.

### Personal Leave Payout

Individuals, who terminate employment with the Library, or the estate of a deceased employee, will be paid for earned but unused personal leave in that calendar year. Pay will be calculated on the employee's base hourly pay rate.

### Request For Leave

Use of personal leave must be requested and approved in the same manner as annual leave using



the HRIS. Leave may be taken only after being approved by the appropriate supervisor(s). Requests will be evaluated based on a number of factors, including anticipated workload requirements and staffing considerations during the proposed period of absence. Employees and their supervisors are responsible for tracking all personal leave. A request for cancellation of personal leave must be submitted through the HRIS as well.

### Restrictions On Use

Personal leave must be used in segments of a full day. It must be used within the calendar year except when it is earned for Christmas Eve, Christmas Day, and/or New Year's Eve where the employee was not scheduled to work, then it can be used any time within the following calendar year or it will be forfeited. Personal leave may not be donated to another employee.

## ARTICLE 15 - LEAVE WITHOUT PAY

### Section A – Unpaid Family and Medical Leave

The Library will comply with the Family and Medical Leave Act (FMLA), as further set forth in the Library's Statement of Rights and Responsibilities attached to this Agreement, which may be periodically updated in order to remain in compliance with applicable law and regulations.

### Section B - Military Leave

The Library will comply with applicable laws, including the Uniformed Services Employment and Reemployment Rights Act (USERRA) and the Code of Maryland.

### Section C – Other Leave Without Pay

Employees may take leave without pay for purposes not otherwise covered by FMLA or Military Leave, with advance approval of the Chief Executive Officer, for periods up to forty-five (45) days without waiving reinstatement, if they give written advance notice twenty-one (21) days prior to the leave requested.

### Section D – Political Leave

While the General Assembly is in session, each member or employee of the General Assembly who also is employed in the bargaining unit by PGCMLS shall be entitled to an unpaid leave of absence, in accordance with Section 2-105 of the State Government Article of the Maryland Code. In accordance with that law, such employees shall not be deprived by PGCMLS of or be impaired in any incident of employment other than wages, including tenure, seniority, annual or sick leave, promotional rights, or rights to salary increments.

## ARTICLE 16 - NO STRIKES OR LOCKOUTS

### Section A

For the purpose of this Agreement, the term “strike” includes any strike or concerted action with others involving failure to report for duty; the willful absence from one’s position; the slowdown or stoppage of work; the abstinence in whole or part from the full, faithful, and proper performance of the duties of employment or in any manner interfering with the operation of the PGCMLS for the purpose of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

## Section B

Pursuant to Md. Ann. Code Ed. Art. § 23-402 (c)(3)(i), neither the Union nor any employee in the bargaining unit shall initiate, authorize, actively support or participate in a strike during the term of this Agreement. PGCMLS shall discipline, as deemed appropriate, any employee who engages in a strike. Any disciplinary action taken by the PGCMLS against striking employees shall not be construed as a violation by PGCMLS of any provisions of this Agreement.

## Section C

In the event of a strike as prohibited by this Article, PGCMLS agrees that there shall be no liability on the part of the Union if upon notification, in writing, by PGCMLS of said strike, the Union meets the following conditions:

1. Within no more than eight (8) hours after receipt of written notification by PGCMLS of any strike, the Union shall publicly disavow the action by posting a notice on each Union space on PGCMLS bulletin boards and issuing a press release to the media stating the strike is unauthorized and unsupported by the Union;
2. The Union shall in good faith promptly direct (in writing, verbally, or both) the employees in the bargaining unit to return to work notwithstanding the existence of any strike and use every reasonable effort in cooperation with PGCMLS to terminate the strike; and
3. The Union’s failure to comply with the above conditions, in the event of a strike in which members of the bargaining unit participate, shall be grounds for PGCMLS to terminate this Agreement.

## Section D

PGCMLS agrees not to lock out bargaining unit employees.

## ARTICLE 17 - UNION ACTIVITIES

### Section A – Union Business on PGCMLS Premises

Union representatives shall have reasonable access to the premises of the Library during working hours to conduct Union business, if the Union gives advance notice to the Chief Executive Officer’s designee and agrees not to interfere with the conduct of normal Library business and the work of the employees. Union representatives shall report to the supervisor or designated Library representative upon entering a facility.

Neither the Union nor any employee in the bargaining unit shall conduct Union business or carry on Union activities (soliciting members, distributing literature, etc.) on PGCMLS time or

premises, except as expressly authorized in this Agreement. Distribution of literature or other contacts pertaining to Union business will be conducted during non-work time and non-work areas of both the Union representatives and members being contacted.

PGCMLS agrees to furnish suitable space on PGCMLS bulletin boards for display of Union material. All notices posted by the Union shall be signed by a Union official. The contents of the material must be related to the activities of the Union and may not contain personal attacks.

Without specific prior approval from the Chief Executive Officer or his/her designee, in accordance with established procedures, the Union may not utilize PGCMLS computer systems or other facilities or equipment to conduct Union business. The Union may communicate with individual members via interoffice Library mail, so long as the Union shall not use the Library mail to distribute mass mailings to employees. The Union may communicate with employees via the Library's email system. Regardless of their purpose, such communications shall not interfere with the conduct of normal Library business or employee job duties, shall be limited to Union activities directly related to the Library, and may not contain personal attacks. Upon notice from the Library that email communications on the Library's email system are exceeding the scope or usage contemplated by this provision, and/or are interfering with or disrupting the Library's intended business use of the email system or employee job duties, the Union will immediately cease and desist from said communications.

#### Section B – Union Stewards and Officers

The Union shall be entitled to designate no more than eight (8) stewards and one Executive Board member, with no more than one steward or Executive Board member at any branch or office; provided that the following branches with both a circulation and an information department may have two (2) stewards so long as there is no more than one (1) steward per department within that branch:

- Bowie;
- Hyattsville;
- New Carrollton;
- Laurel;
- Oxon-Hill; and
- Surratts-Clinton.

The Union shall provide the Library with a current list of all stewards and Executive Board member. The Union shall notify PGCMLS within two (2) workdays of any changes in the list of stewards. PGCMLS shall only be required to recognize the Union officials included on this list as employee representatives. The Union agrees that an employee who requests Union representation shall be represented at each stage of the grievance procedure by no more than two (2) Union representatives, absent advance notice to, and agreement with, the Library.

Union stewards and one Executive Board member shall be allowed a reasonable period of time to leave their work area, after they have given advance notice to and received advance permission from their supervisor, to conduct union business to include: the investigation and presentation of grievances, post notices in designated areas, distribute union literature in accordance with this Agreement, consult with the Library and Union representatives concerning the enforcement of this Agreement and attend union conventions, training, seminars, meetings, and conferences. A Leave Request using the HRIS must normally be submitted in advance

requesting administrative leave for union business and be received back with supervisory approval. For unforeseeable requests, documentation of the leave request shall be submitted within 24 hours. Union stewards and Executive Board members shall not be subject to threats, reprisals or discrimination based upon their conduct of union activities in accordance with this Agreement.

#### Section C – Employee Orientation

Up to 30 minutes of time, scheduled at management's sole discretion during the orientation of newly hired employees in bargaining unit positions, shall be made available to the Union for the Union's use in orienting these employees to the Agreement and other representational matters. A representative designated by MCGEO shall conduct such orientation. The Library shall notify MCGEO in advance of all new employee orientation sessions.

#### Section D – Staff Training Day

Sixty (60) minutes of the annual PGCMLS Staff Training Day will be designated for Union officials to address Union members present regarding Union matters, subject to being forfeited by the Union on the next occasion after a Staff Training Day on which Union officials fail to appear. The Union will not engage bargaining unit employees in other Union activities during the management portion of Staff Training Day.

### ARTICLE 18 - HEALTH AND SAFETY

#### Section A – Health and Safety Generally

The Union and the Library mutually agree that employees' safety is of primary concern and that every reasonable effort shall be made to promote safe equipment, safe work habits and safe working conditions. Employees are to be provided a safe workplace and are to be furnished with safety devices, protective clothing, and such safeguards as are necessary to reduce or eliminate accidents and injuries and acts of violence. Supervisors and employees are to do everything reasonably necessary to protect their life, health and safety and of that of the public. Employees will follow safe practices and operating methods on all jobs assigned. Employees are required to wear safety devices, protective clothing or equipment designated by management for employee protection. The Library will provide safety devices and equipment, when required. Refusal or failure of an employee to use or wear such devices or equipment, or failure to follow safe practices and operating methods, shall be grounds for appropriate disciplinary action, up to and including termination.

If the Union believes that a hazard exists and that it has not been eliminated with reasonable promptness, the Union shall have the right to notify the Chief Executive Officer or his/her designee, who shall conduct an investigation and respond to the Union. The Library will take precautions to prevent theft, damage, and/or other types of vandalism on PGCMLS property. Employees must immediately report any unsafe condition or assault to the appropriate supervisor. Employees who violate safety standards; who cause hazardous or dangerous situations; or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including dismissal.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees must immediately call Human Resources, notify their appropriate supervisor and

complete the required paperwork. Human Resources shall advise employees in writing that the first report of injury does not constitute the filing of a workers' compensation claim and that the employee has the right to Union representation. Those employees who are temporarily unable to perform their regular duties due to medical reasons will be considered for eligibility for light duty, provided that they are able to perform the essential elements of their job, and that they have proper medical certification, and that such light duty is consistent with the operational needs of the Library. The Library will not be obligated to create a light duty position for any employee, and any light duty assignment will be temporary in nature.

PGCMLS will continue to make available to bargaining unit employees all Employee Assistance Programs ("EAP") services and benefits made available to Prince George's County generally.

In the event that an employee is exposed to blood and/or a communicable disease because of work related activity, the Library shall take whatever steps are required, in accordance with applicable law. The costs for applicable tests shall be payable by the Employer or otherwise compensable in accordance with existing workers' compensation benefits.

Fire and emergency preparedness drills will be conducted on at least an annual basis. A schedule showing the dates on which such drills have been conducted will be sent to the Union at the end of each calendar year.

During renovations of a worksite, any unit member who expresses any physical discomfort resulting from the renovations shall be reassigned to an alternate worksite until renovations are completed.

PGCMLS and the Union agree to consider and meet in good faith to resolve any health and safety concerns that arise from the implementation of new equipment and processes.

PGCMLS shall immediately notify the Union via email of any incident that involves a threat to the safety and security of bargaining unit members.

Whenever PGCMLS utilizes a pest control chemical in any worksite, at least twenty-four (24) hour notice prior to the application of the chemical shall be provided. The Library will take action to accommodate employees who suffer from chemical, dust, or fume hypersensitivity.

## Section B – Security

PGCMLS and the Union agree that security is essential at PGCMLS facilities. PGCMLS will collaborate with community police, municipal officials and other consultants, sponsor training, forums and other activities or publications for staff and targeted customers on the issue of disruptive behavior, and explore through the budgetary process other measures to deal with extreme circumstances. A representative of the County Police Department will be asked to conduct a safety check at all facilities and report to the Labor Management Relations Committee his/her findings and recommendations on how to improve safety for all PGCMLS employees and customers. The Library and the Union agree to seek jointly such additional funding from the County as is needed for implementing those Police Department recommendations as are approved by the Labor-Management Relations Committee, the Union, and the Chief Executive Officer. Copies of incident reports at a facility shall be filed in a central location in that facility no later than when provided to the Administrative Offices, to allow staff to review such reports. All facility staff on duty must be notified of any incident at that facility which threatens the safety, security and

health of the facility or the facility's grounds as soon as possible, but no later than two business hours from the time when the Library learns of the incident.

Patrons who have been banned from any PGCMLS location will be banned from all PGCMLS locations. PGCMLS will create and maintain a system wide list of customers who have been banned, which includes a letter "V" next to any entry for an offense that was violent or involved the threat of violence. This list will be available to all bargaining unit members via the PGCMLS intranet.

#### Section C – Ergonomics

Any ergonomic matters that are identified may be referred to the Labor-Management Relations Committee for resolution.

#### Section D – Facility Temperatures

In the event of extreme temperatures in PGCMLS facilities, the Chief Executive Officer or his/her designee will in their discretion consider as factors in support of closing a facility or portion of a facility for the day: (1) the expected length of the equipment failure, if any, which shall be communicated to the staff if known; (2) whether the temperature in a significant portion of the facility has fallen below sixty-two (62) degrees or risen above eighty-two (82) degrees with officially reported humidity above fifty (50) percent; (3) other relevant considerations. Should the facility remain open where existing conditions pose serious discomfort to a bargaining unit member, the bargaining unit member shall be reassigned or allowed to take leave in conjunction with Article 12C.

#### Section E – Inclement Weather

In making a determination whether to declare an inclement weather emergency, the Chief Executive Officer or designee will consider recent weather reports regarding the amount of precipitation already accumulated, as well as other forecasts for further accumulations during the forthcoming eight (8) hour period. Other considerations that the Chief Executive Officer or designee will take into account include whether major roadways of the County are passable and safe for travel. And, what actions other public sector jurisdictions in the Washington Metropolitan Region are taking. The decision whether to declare an inclement weather emergency shall be based on the cumulative of all these factors and no one factor shall be conclusive or determinative. A decision to close the PGCMLS system for a full day shall be made no later than 6:30am. The library will make reasonable efforts to announce the closure of PGCMLS for a partial day as early as practicable from the predicted time the inclement weather is scheduled to occur. The Union shall be notified in writing once a closing decision is made.

### ARTICLE 19 - PERFORMANCE EVALUATIONS

#### Section A – Policies and Procedures

PGCMLS will use the policies and procedures for evaluation of bargaining unit employees, attached hereto as Appendix A. The Library reserves the right to modify Appendix A, if such modifications are first presented to and agreed upon by the Labor Management Relations Committee. PGCMLS will evaluate employees fairly and objectively. PGCMLS will discuss work deficiencies with employees when observed and will advise the employee on ways of improving performance. At the time that an annual performance rating is given, and at scheduled check-ins in between, the responsible supervisor will discuss with the employee areas of potential development

and improvement, including employee's performance under PGCMLS's performance evaluation plan, and any work plans, in effect at the time the rating is issued. Employees will only be assigned and held accountable for duties or responsibilities that are related to a given position.

#### Section B – Performance Improvement Plan (PIP) and Termination

Prior to terminating an employee for performance deficiencies, the supervisor shall inform the employee in writing of the performance standards that are not being met, corrective action that must be taken, and the deadline for improvement of performance. The Performance Improvement Plan (PIP) shall be 60 days for non-exempt and 90 days for exempt employees. The employee must cooperate fully with the supervisor and make a concerted effort to improve performance or termination of employment may occur before the deadline. Approximately midway through the PIP, the supervisor and employee, and upon request a Union representative, shall meet to discuss progress and a written summary of the progress/continuing deficiencies shall be provided to the employee. If the employee's performance is brought up to, and sustained at, an acceptable level, the PIP shall remain in the employee's personnel file for two years. If the employee does not bring performance up to an acceptable level in accordance with the job standards by the end of the designated period, the employee shall be notified in writing of termination of employment.

### ARTICLE 20

#### EMPLOYEE BENEFITS

##### Section A – Health and Life Insurance

Health and Life insurance benefits will be made available to employees in accordance with the terms of the group health benefit and life insurance plans offered by the Prince George's County Government, as outlined in health and insurance plans that may be obtained in the County's Office of Human Resources Management, Benefits Division. The Library will comply with the provisions of applicable laws, including the Consolidated Omnibus Budget Reconciliation Act (COBRA).

The PGCMLS Administration and the Union will formally submit a request to the County Executive, County Council and/or their designee to participate as voting decision maker(s) on the Prince George's County Health Care Benefits Committee.

##### Section B – Pension

Pension and retirement plans will continue to be administered by the Maryland State Retirement Agency (SRA) governed by Maryland State law.

##### Section C – Flexible Spending Account

The Library will make available a Flexible Spending Account to which employees can contribute the maximum allowed by the IRS.

### ARTICLE 21 - UNIFORMS AND EQUIPMENT

#### Section A – Uniforms Provided

Uniforms will be provided to, and must be worn by, non-probationary Central Maintenance,

Supplies and Delivery, and Building and Groundskeepers staff. Four (4) sets of shirts will be provided on an annual basis. Pants, a sweatshirt, one (1) knit cap, and three (3) baseball caps will be provided upon request, but employees may provide their own pants which shall be long and dark colored and consistent with the uniform appearance of the clothing, or jeans which comply with the Library's appearance standards.

Supplies and Delivery staff will be provided one all season jacket with removable lining every two years. Central Maintenance, and Building and Groundskeeper staff will be provided one all season jacket with removable lining every three (3) years. Central Maintenance will be provided a pair of gloves every two (2) years. The Library will also provide four (4) light colored short sleeve shirts for Central Maintenance staff on an annual basis. PGCMLS will provide a rain suit up to fifty (50) dollars for each bargaining unit member every other year of the contract. The Library agrees to continue to seek staff input prior to the purchase of new uniforms.

Winter coats will be provided by January 1st of the second year of the contract. All other uniform items will be provided by March 1st of each year of the contract. If uniforms are not delivered by the deadlines above, a joint labor-management uniform committee shall be established to review the vendor and procurement process.

Management will determine the appropriateness of short pants for Central Maintenance, Supplies and Delivery and Groundskeepers staff depending on safety issues. So long as safety is not a concern, requests by such staff members to wear uniform shorts will not be unreasonably denied.

PGCMLS will decide which positions require safety shoes; wearing of such shoes will be mandatory for staff in those positions. Shoes must comply with OSHA standards. A shoe and/or insole allowance of one hundred and fifty dollars (\$150) per year or three hundred dollars (\$300.00) every two years will be provided to those employees who are required to purchase such shoes upon proof of purchase.

Samples of uniform items will be provided to employees before purchase for sizing purposes. If any employee notifies his or her supervisor within five (5) business days of receipt of an ordered uniform item that the item does not fit, PGCMLS will reorder and provide that item in the appropriate size if the size and/or brand is different from what the employee specified. Otherwise reordering will be at the employee's expense.

Staff will adhere to, and PGCMLS will enforce, Appearance Guidelines developed by the LMRC to ensure that staff projects a positive image to customers. The LMRC may update the Appearance Guidelines as appropriate.

## Section B – Protective Clothing and Equipment

If protective clothing and/or equipment is required for certain employees to perform their duties in a safe manner, such items shall be provided. If protective clothing is provided, it must be worn; if protective equipment (e.g., safety glasses) is provided, it must be used. In determining whether protective clothing and/or protective equipment is required for a bargaining unit employee's duties, the appropriate OSHA safety standards as well as any other applicable laws, rules and regulations will be followed.

## Section C – Access to Worksites



All bargaining unit members shall be provided access to enter assigned worksites on scheduled workdays. Loss of an access card shall result in a \$10 charge. Employees must report lost keys, fobs or access cards within one business day of becoming aware that the item is missing.

## ARTICLE 22 - EMPLOYEE RECORDS

### Section A – Official Personnel/Medical Files

The Personnel Records policy for employees covered by this Agreement shall be administered in accordance with applicable law. Records of discipline up to a written reprimand will be removed from the employee’s file fourteen (14) months after the discipline is administered so long as the employee has not been disciplined for a related offense during the 14-month period. Records of discipline involving a suspension will be removed from the employee’s file three (3) years after the discipline is administered as long as the employee has not been disciplined for a related offense during the three (3) year period. Performance appraisals will be kept in the personnel file for three (3) years. Removed disciplinary records may be archived in a separate file to be accessed only in cases of legal action.

### Section B – Notices to Employees

The Union shall receive copies of all employer correspondence to bargaining unit members including articles in any Newsletter to employees pertaining to compensation, benefits, and/or terms and conditions of employment. Notices to employees regarding disciplinary action, termination, reductions in force, demotion, promotion, reduction in salary, and overpayments shall contain the following language at the bottom of the last page of the document and include employee address, email address, work phone and home phone number:

#### Notice to Bargaining Unit Employee

You are entitled to be represented in this matter by Municipal and County Government Employees Organization, UFCW LOCAL 1994, AFL-CIO (Union). If you wish a copy of this document sent to the Union, indicate by checking the appropriate space below:

\_\_\_\_\_ I do wish the Union to receive this document.

\_\_\_\_\_ I do not wish the Union to receive this document.

\_\_\_\_\_

Employee Signature                      Date

### Section C – Bargaining Unit Information

The Library will provide, at no cost, on a semi-annual basis, the following bargaining unit personnel data to the Union: street address, home phone number, city, state, zip code, job title, branch or office, pay grade, salary, top of grade, work location address, date of hire, full or part-time designation, and name of insurer (health plan). The information is provided to the Union in its role as the certified representative, is confidential, and may only be used for that purpose.

### Section D – Contract Printing

The Library and the Union shall split the cost of the first printing of the Agreement. The first

printing shall be the number of employees in the bargaining unit as of the effective date of this Agreement. The cost of all subsequent printing shall be paid by the party who requests it.

#### ARTICLE 23 - LABOR-MANAGEMENT RELATIONS COMMITTEE

The parties will establish a Labor-Management Relations Committee (the “Committee”) that will consist of three members appointed by each party, exclusive of any additional Union or management staff who may be invited to attend by either party. Each party reserves the right to appoint up to three (3) additional members of the committee on an as-needed basis. The Committee will meet once every three (3) months, and may meet at other times as the need arises upon the mutual agreement of the parties. The Library will grant administrative leave to members of the Committee who are appointed by the Union to attend a meeting when it is held during the members’ regular shift. The parties will exchange agendas at least three workdays prior to any scheduled meeting. The agendas may include for discussion any matter of mutual interest, including security, facilities, safety and/or ergonomics issues, but shall not include individual disciplinary actions, appeals or grievances. LMRC meetings shall be conducted on Library property.

PGCMLS and Union LMRC members will jointly participate in a LMRC training conducted by the Federal Mediation Conciliation Services (FMCS).

All future LMRC meetings will be held at the Administrative Offices, or if appropriate, branches with conference rooms suitable for such meetings, with branch locations determined by the LMRC.

#### ARTICLE 24 - DURATION AND FINALITY OF AGREEMENT

This Agreement shall remain in full force and effect until June 30, 2022 following its effective date. The parties agree, however, to reopen the Agreement at the times specified in Articles 5 solely for the purposes specified in those provisions.

#### ARTICLE 25 - GOVERNING LAWS AND REGULATIONS

##### Section A – Work Rules

In the event that any PGCMLS rules, regulations, or policies are in conflict with the provisions of this Agreement, this Agreement shall prevail. It is understood that PGCMLS rules and regulations that are not in conflict with the provisions of this Agreement, including, specifically, any work rules and/or disciplinary rules or practices, whether or not specifically incorporated herein, shall be applicable to bargaining unit employees. The Union must be given no less than fifteen (15) business day’s written notice of work rule changes. The Union shall have the opportunity during that fifteen-day period to bargain over any negotiable work rule change. Negotiations shall not delay the implementation of any work rule change. Work rule changes must not modify the terms of the Agreement unless jointly agreed upon by the Parties. The Union may request a meeting with the Library concerning the work rule change within three (3) business days of receiving notice. Subject to this Article, all members of the bargaining unit shall retain all working conditions and benefits previously in effect, unless specifically modified by this Agreement.

##### Section B – Governing Law

If any term or provision of this Agreement is, at any time during the life of this Agreement, held by

a court of competent jurisdiction to be in conflict with any applicable law, constitution, statute or ordinance, such term or provision shall continue in effect only to the extent permitted by law. Any term of this Agreement which is invalid or unenforceable shall be severed from and shall not affect or impair the remainder of the Agreement. In the event of such an invalidation of part of the Agreement, the parties shall meet to negotiate within a reasonable time, a substitute for the invalidated article, section or portion thereof. The waiver by either party of any provisions or requirements of this Agreement shall not be deemed a waiver of such provisions or requirements for the future and shall not constitute a modification of this Agreement.

#### Section C – Legal Representation

The nature and extent to which the Library shall provide legal representation and immunity to an employee in an action alleging damages for tortious acts or omissions committed by the employee within the scope of his or her employment shall be determined by the provisions of Section 5-402 of the Courts and Judicial Proceedings Title of the Maryland Annotated Code.

#### Section D – Individual Agreements

The Library will not enter into any individual Agreement with any employee, covered by this Agreement, which is contrary to the terms of the Agreement.

#### Section E – Job Classifications

In the event that the Library creates a job classification that is covered by this Agreement, the Library agrees to negotiate with the Union concerning the appropriate wage rate for any such classification. When a job classification is abolished, the Employer shall negotiate the effects of such abolishment on bargaining unit members with the Union.

### ARTICLE 26 - NEGOTIATING PROCEDURES

#### Section A - Scope of Procedures

These rules shall govern the negotiations between the parties related to wages, hours and other terms and conditions of employment pursuant to the Annotated Code of Maryland, Section 23-402, the Prince George's County Charter, Section 408 and the Prince George's County Labor Code Subtitle 13A, Section 13A-16.

#### Section B – Negotiating Teams

Each negotiating team shall consist of one (1) Chief Negotiator and, on the Union side, no more than a total of six (6) additional team members from the bargaining units (three (3) per unit), provided that no more than five will attend any bargaining session. Alternates and observers may be designated by either party. Observers may not sit at the table. Observers and alternates shall be bound by these ground rules and shall not be entitled to administrative leave. Alternates and Observers may be admitted to bargaining sessions if mutually agreed upon in advance. If they attend, they must do so on their own time. In addition, either party may at its discretion, bring to the bargaining table such legal counsel and/or outside consultants as each may select.

#### Section C – Negotiating Sessions

Regularly scheduled Negotiating sessions shall be held at mutually agreed upon times and at

mutually agreed upon sites. In the normal situation, meetings will be scheduled to begin in the morning. Morning sessions shall start no later than 9:30 a.m., unless otherwise agreed. Dates, and times and places of meetings can be changed by mutual agreement in advance. For bargaining sessions anticipated to last all day, the hosting party will provide lunch.

The employee-members of the MCGEO negotiating team, including alternates, shall be granted two (2) days of administrative leave for negotiation preparation for full contract negotiations, provided that team members shall be granted only one (1) day of administrative leave for such preparation for less than full contract renegotiations (i.e., wage or other limited reopeners). An additional two (2) days shall be granted, upon request, provided that for the additional two (2) days, the employee members of the bargaining team will take only leave without pay status and be compensated by the Union directly. The employee members of the bargaining team shall also be granted administrative leave for the actual time spent in negotiations, up to a maximum of eight (8) hours for each day negotiations are held. If the parties negotiate on a day when an employee-member of the MCGEO negotiating team is not scheduled to work, then that member shall be on his/her own time and shall not receive any administrative leave. Except as provided above, employee members of the MCGEO negotiating team will not be entitled to administrative leave for Union preparation meetings before or after the dates of bargaining sessions, but shall use annual leave and/or personal paid leave in accordance with PGCMLS policies, unless such leave has been exhausted, in which case they shall use Leave Without Pay.

On the day of scheduled bargaining sessions the Library will upon reasonable notice accommodate reasonable delays in bargaining session starting times, or shortening of sessions, as needed to allow Union caucuses to review bargaining proposals, and the employee-members will be entitled to administrative leave within the above referenced eight (8) hour maximum during such caucuses. If the negotiating session lasts less than six (6) hours, the employee-members of the MCGEO negotiating team will report to work for their regularly scheduled shift or the remainder of that shift. If the session lasts longer than six (6) hours, the employee-members of the MCGEO negotiating team whose shifts coincide with the bargaining session will not be required to report for work that day unless specifically directed to do so because of an emergency situation.

No overtime or compensatory time will be paid to employee-members of the MCGEO team for negotiations.

Each party will be responsible for preparing its own minutes for meetings held.

#### Section D – Power of Authority

The chief negotiator of the Prince George's County Memorial Library System team and the MCGEO team have authority to make decisions and commitments regarding these negotiations; provided, however, that no commitment by the chief negotiator of the Prince George's County Memorial Library System team will be legally binding until approved by the Board of Library Trustees, and no commitment by the chief negotiator of the MCGEO team will be legally binding until approved by the full bargaining unit.

Tentative agreement on any one item is contingent upon agreement of the entire collective bargaining agreement.

## Section E – News Release

The members of the bargaining team agree to a media blackout on the conduct and substance of negotiations until the parties reach agreement. Neither side shall unilaterally issue public releases regarding what transpires at sessions. When it is mutually agreed that a news release is necessary, it shall be jointly prepared and released by both parties.

All negotiation sessions will be closed.

It is the mutual desire of the parties that negotiations proceed in an expedited yet orderly manner, with the objective that a good faith effort will be made to reach agreement in concert with the Collective Bargaining Law.

## ARTICLE 27 - SUBSTANCE ABUSE PREVENTION AND REHABILITATION

### Section A – Policy

Employees suffering from alcoholism and/or substance abuse shall be afforded the opportunity for counseling and rehabilitation through existing Library Employee Assistance Programs. The fact that counseling and rehabilitation may be provided does not suggest that an employee is not responsible for his or her actions. All employees are required to report to work and perform their job assignments free from the influence of alcohol and illegal drugs. Employees are absolutely and expressly prohibited from manufacturing, distributing, selling possessing, being under the influence of, or using alcohol or illegal drugs on Library premises or while engaged in Library business. PGCMLS shall hold employees responsible for violations of the foregoing Alcohol/Substance Abuse Policy and discipline them appropriately for such violations, up to and including discharge. Such disciplinary problems will not be dealt with exclusively in a punitive fashion when the individual has come forward to indicate a willingness to participate in counseling and rehabilitation. PGCMLS will provide all employees the protections and rights mandated by federal law and Maryland state law.

### Section B – Employee Assistance Program

Employees shall be eligible to participate in the Library's Employee Assistance Program. Upon approval of their supervisor, an employee shall be granted two hours of Administrative Leave to confer with the Employee Assistance Program staff for an initial visit, relating to alcohol or substance abuse, provided that no more than two initial visits occur during any calendar year.

### Section C – Drug Testing

To further insure the safety, health, morale, and public image of the Library and its employees, employees shall be subject to testing for use and abuse of alcohol and illegal drugs in the following circumstances:

Employees who are directed by a Library designee to submit to drug and/or alcohol testing shall be permitted to contact a Union representative prior to testing. However, this shall not delay the testing for more than one hour from the time the employee is directed to submit to testing. Refusal to submit to testing as directed by the Director of Human Resources or his/her designee shall subject the employee to disciplinary action, up to and including termination.

Employees shall be subject to controlled substance/alcohol testing whenever there is reason to suspect that the Library's Alcohol/Substance Abuse Policy has been violated. This reasonable suspicion shall be based on the direct observation of unsafe work behaviors including, but not limited to:

- 1) Discovery or presence of illegal controlled substances or alcohol in the employee's possession while in the workplace or on duty;
- 2) Physical signs and symptoms including a combination of reddened eyes or dilated pupils, slurred speech and the odor of alcohol or controlled substance;
- 3) Increased accidents and injuries, careless handling of equipment or machinery, disregard for safety of others, and taking needless risks;
- 4) Excessive, unexcused tardiness or absenteeism;
- 5) Significant change in personality including repeated abusive behavior, insolence, or insubordination.

Whenever reasonable, two supervisors should observe or review information regarding the employee before recommending that the employee participate in controlled substance/alcohol tests. The final decision whether to require testing of a suspected employee shall rest with the Director of Human Resources or his/her designee. All testing for reasonable suspicion must be conducted as soon as possible, and no later than eight (8) hours from the time of the observed incident or assessment. A supervisor or other management designee should accompany the employee to the test site.

Testing shall also be required whenever any employee has been involved in any accident or incident which resulted in damage to Library property, damage to the property of third persons, or personal injury; however, testing shall not be required when there is no dispute that the employee was not at fault and management concludes that the damage resulting from the accident amounts to less than One Thousand Dollars (\$1000).

#### Section D – Return to Work Testing

Any employee who receives a confirmed positive for controlled substance/alcohol or who has been otherwise suspended from work for violation of the Alcohol/Substance Abuse Policy will be required to participate in an unannounced, return-to-duty test for controlled substance/alcohol prior to being allowed to return to work, administered as follows:

- 1) The employee will be notified of the date, time and place of the test immediately before the required return-to-duty testing;
- 2) The return-to-duty test will be scheduled following the employee's successful completion of any employee assistance service-recommended treatment program. If the employee fails to comply with the recommendations of the employee assistance service, the employee will be subject to immediate testing.
- 3) Employees must receive a negative test result before being permitted to return to full duty status. Employees who hold a commercial driver's license must have less than 0.02 alcohol-

concentration level to receive a negative test result for alcohol. Should the employee shows a positive result on the return-to-duty test, disciplinary action up to and including termination may be initiated.

If an employee is allowed to return to a position following a violation of the Alcohol/Substance Abuse policy, the employee will be subject to periodic random drug and/or alcohol testing for a period of not less than 12 months and no greater than 60 months. Should the employee shows a positive result on such a test, disciplinary action up to and including termination may be initiated.

#### Section E – Medical Marijuana

Marijuana, including medical marijuana, remains illegal under Federal law, even though its use for medical purposes has been approved by the State of Maryland for individuals registered with the Maryland Medical Cannabis Commission. The Library reserves the right to take adverse action based on positive test results for medical marijuana, where the employee is impaired at work due to the use of medical marijuana or if marijuana or marijuana products are brought to work, on-site or in company-provided vehicles. The Library will not, however, refuse to hire or employ an individual simply because he or she has a medical marijuana card.

#### ARTICLE 28 - LIGHT DUTY

Those employees who are temporarily unable to perform their regular duties due to medical reasons will be considered for eligibility for light duty, provided that they are able to perform the essential elements of their job, and that they have proper medical certification, and that such light duty is consistent with the operational needs of the Library. The Library will not be obligated to create a light duty position for any employee, and any light duty assignment will be temporary in nature.

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MCGEO

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PGCMLS

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Date

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Date

## Appendix A

### Performance Evaluations

#### **Purpose**

The Check In performance evaluation provides a means for discussing, planning and reviewing the performance and expectations (goals) for each employee.

Regular performance reviews:

- Help employees clearly define and understand their expectations and responsibilities.
- Provide criteria by which employees' performance will be evaluated.
- Suggest ways in which employees can improve performance.
- Identify employees with potential for advancement within PGCMLS.
- Help supervisors distribute and achieve departmental goals.
- Provide a fair basis for awarding compensation based on merit.

Performance reviews influence salaries, promotions and transfers. Therefore, it is critical that supervisors be objective in conducting performance reviews and in evaluating expectation attainment.

With Check In, supervisors are expected to drive the key aspects that relate to performance; setting expectations and providing ongoing feedback and where necessary, performance coaching. Employees also play an active role in this process and are responsible for driving the discussions around their need for development and aspirations for growth.

#### **Eligibility**

All full- and part-time regular employees are eligible for an annual performance review and consideration for a merit pay increase. Merit increases will be given when funding is available based on the current union contract language if the employee satisfactorily meets all of their expectations for the year.

#### **Frequency**

While there is no schedule for the Check Ins, the overall process will run from employee anniversary date to anniversary date. Managers and employees should discuss proposed expectations and outline them in a written format prior to their anniversary date. Expectations should be reviewed, referenced, and adjusted as appropriate throughout the year. The basis of effective feedback is ensuring a shared understanding of the expectations, both what needs to be accomplished and how. The frequency of Check Ins are to be a minimum of quarterly but could be more frequent depending on the nature of the work being done and workflow of the unit. For



example, employees who work on projects might have their Check Ins based on the project timelines and not on quarters or months.

### **Modifications**

The Chief Executive Officer, with the approval of the Labor Management Relations Committee and the PGCMLS Board of Library Trustees has the right to change, modify or approve exceptions to this policy at any time with or without notice.

SIDE LETTER FOR BUILDING AND GROUNDSKEEPERS SCHEDULES

PGCMLS will make efforts to allow Building and Groundskeepers to be scheduled at least one Saturday off per month. To that end, the LMRC shall jointly develop a policy to provide more Saturdays off consistent with Library operational needs by January 1, 2020.

UFCW Local 1994 MCGEO

PGCMLS

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Gino Renne, President      Date

Roberta Phillips, CEO      Date