

MEMORANDUM OF AGREEMENT
BETWEEN
PRINCE GEORGE’S COUNTY MEMORIAL LIBRARY SYSTEM
AND
UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 1994
MUNICIPAL AND COUNTY GOVERNMENT EMPLOYEES ORGANIZATION

The following agreement is entered into between Prince George’s County Memorial Library System (the “Library”) and the United Food and Commercial workers, Local 1994, Municipal and County Government Employees Organization (“MCGEO”) (hereinafter referred to collectively as the “Parties”) concerning differential pay during extended period of closure of the Library due to the COVID-19 pandemic. As further detailed below, this MOA supersedes any inconsistent language in the current collective bargaining agreement and is entered into in order to avoid or delay the need for unpaid furloughs or layoffs of Library employees.

DEFINITIONS

Onsite work: work that cannot be performed by telework and does not involve regular physical interaction with the public, such as Building and Grounds/Maintenance. The Library does not anticipate that any bargaining unit employees will be called upon to perform work involving physical interaction with the public during the current extended period of closure of the Library.

COVID-19 Differential: money to be paid to an employee in addition to the employee’s regular pay for Onsite work.

Pay Period: all pay periods referenced below start at 12:00 a.m. and end at 11:59 p.m. on the dates identified below.

AGREEMENT

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

COVID-19 Differential:

For employees who are required to perform onsite work:

For the period of March 29, 2020 through June 30, 2020, employees will be paid a \$3.00 per hour COVID-19 differential for each hour of approved onsite work performed.

Overtime Pay:

Overtime pay shall be paid to non-exempt employees at time and one half based on the employee's base hourly wage, and only for hours actually worked in excess of 40 hours in a week. The parties agree to waive the provisions for "emergency overtime" during the extended Library closure caused by the pandemic. COVID-19 differential due an employee, if any, shall not be counted as part of the employee's hourly wage for purposes of calculating overtime pay.

Telework/Administrative Leave:

The Parties agree that Telework is mandatory for work that can be performed remotely and COVID-19 differential pay will not be paid for any work that can be performed by telework or to any employee on paid administrative leave. Job duties that are anticipated to be performed via telework are listed in the attached agreed upon letter to Library employees, with the understanding that the list of such duties may be reasonably expanded upon, consistent with the Library's needs during the extended closure. Employees directed to perform work onsite will receive the appropriate COVID-19 differential as defined in this agreement for the entire duration of that assignment.

Notification:

The Library will provide MCGEO with data regarding the usage of the COVID-19 differential on a per pay period basis.

Work Sites and Schedules:

The Parties recognize that during this event, the need to schedule and assign employees alternative work schedules outside of their normal work assignment may arise. Accordingly, the parties intend to work collaboratively to ensure that the Library has the necessary scheduling flexibility to address those needs. The Library in consultation with the Union, therefore, may schedule and assign an employee to telework based on a demonstrated operational need and availability, including assigning an employee to telework for a department or branch other than the employee's normal current department or branch. If, after consultation, MCGEO believes it is necessary, it may request bargaining regarding any bargainable aspects of the implementation of a proposed change.

Health and Safety:

The Parties acknowledge the importance of complying with the CDC guidelines regarding social distancing as a measure to prevent the spread of the COVID-19 virus. Accordingly, MCGEO members working onsite will comply with those guidelines to the best of their ability.

Time Codes:

During the declared Maryland State of Emergency related to COVID-19, non-exempt employee telework time will be coded on an hourly basis pursuant to timekeeping guidance provided by the Library.

General Emergency Pay:

MCGEO agrees to waive its right to pursue general emergency or emergency overtime pay, pursuant to their Collective Bargaining Agreement, for work performed during the term of this Agreement.

Termination of Agreement:

This Agreement shall terminate on June 30, 2020. However, if the declared Maryland State of Emergency related to COVID-19 extends beyond that time, the Parties shall meet and negotiate whether the terms of this Agreement shall continue, or if any term of this Agreement should be modified based upon the circumstances at the time. In the event that the declared Maryland State of Emergency related to COVID-19 is rescinded before June 30, 2020 and there exists no County Executive declared emergency, the date of the Declaration's rescission shall be considered the last day of this Agreement, notwithstanding the periods indicated above defining when the COVID-19 differential will be paid.

Contingency on Appropriation:

MCGEO and the Library will schedule conference calls (day to be determined) to review and monitor COVID-19 differential expenditures to ensure the sustainability of such expenditures for the duration of this Agreement. Where the Parties are in agreement that COVID-19 differential expenditures will prove financially unsustainable past June 30, 2020, the CEO agrees to request that the County Council fund a supplemental appropriation in an amount sufficient to fund differential pay under this Agreement. If the County Council fails to fund a supplemental appropriation, the Parties will immediately reopen negotiations over the COVID-19 differential.

IN WITNESS, WHEREOF, the Parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 13 day of April 2020.

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

PGCMLS

By: *Gino Renne* 4/14/20
Gino Renne Date
President

By: *Roberta G. Phillips* 04/13/2020
Roberta Phillips Date
CEO