

**SUPPLEMENTAL MEMORANDUM OF UNDERSTANDING
BETWEEN
PRINCE GEORGE'S COUNTY MEMORIAL LIBRARY SYSTEM
AND
UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 1994
MUNICIPAL AND COUNTY GOVERNMENT EMPLOYEES ORGANIZATION**

The following Memorandum of Understanding (MOU) 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 "Phase 1 and Phase 2 Reopening" terms and conditions of employment of bargaining unit members during the COVID-19 pandemic. As further detailed below, this MOU supersedes any inconsistent language in the current collective bargaining agreement and/or previous MOUs. Throughout this process, the safety of the Library's staff and customers is the priority of all parties, while at the same time the Parties recognize the need to gradually reopen the Library in a safe manner consistent with Federal, State and County guidelines.

Definitions

Phase 1: The Library has reopened in phase 1, effective July 21, 2020. This phase of the reopening features contactless curbside pick-up by library patrons.

Phase 2: The Library will enter Phase 2 effective April 27, 2021. Phase 2 will entail partial branch access - computer use and browsing by appointment only; limited to 25% capacity. Curbside continues.

Onsite work: Work that is performed at a library branch or that is required to be performed in the physical presence of co-workers or the public.

Telework: Work that is performed remotely from home or other similar locations in lieu of its performance at a library branch.

Joint Health and Safety Committee: The parties shall establish a joint health and safety committee consisting of 3 members appointed by PGCMLS and 3 members appointed by the Union. The Health and Safety Committee shall regularly review safety protocols to ensure that they are safe and in accordance with current guidelines and best practices. The parties agree that any dispute regarding safety and health procedures will first go to mediation prior to the union filing a formal grievance.

During Phase 1 (contactless curbside pick-up), the Library bargaining unit employees will not be called upon to perform work involving physical customer service with the public beyond curbside pick-up except in the case in which there is a significant community need, it may be necessary for bargaining unit members to minimally and safely interact with customers beyond curbside. Any such work will be done in accordance with recommendations from the health and safety committee

and in accordance with social distancing guidelines. The general public will not have access to the branches during Phase 1. It is understood, however, that basic business operations will require occasional interaction with vendors, contractors, government personnel, etc. At all times, mask wearing and social distancing will be maintained. Vendors, contractors, or other outside workers who do not comply with guidelines for social distancing or refuse to properly wear a mask, will be denied entry.

During Phase 2, the Library will proceed with an equitable reopening plan that assures customers have access to a library in close proximity to where they live, work, and travel. In addition to curbside and mobile printing, all branches will reopen for computer access and browsing by appointment only, using a tiered approach. The Library will limit the number of staff and customers in a branch to 25% of branch capacity. Bargaining unit employees and customers must adhere to all health and safety protocols for physical distancing and sanitization, in accordance with local, state, and federal guidelines.

Temporary modification of hours of operation and staffing schedules:

Administrative Offices will remain open 8:30 am – 5 pm, Monday – Friday. All branches will follow the modified schedule below for employees. The designated closing time will allow employees 15 minutes to wash hands and prepare to depart. Additionally, the branches will be open to the public at 1 pm every day except Sunday-Monday:

Day of the week	Branch Hours
Sunday-Monday	CLOSED
Tuesday	9:45AM – 6:15PM
Wednesday	11:45AM – 8:15PM
Thursday – Friday	9:45AM – 6:15PM
Saturday	8:45AM – 5:15PM

Staff will work on an alternate A/B (or A/B/C) schedule, as follows:

Staff working on alternate schedules (A/B or A/B/C weeks) will discuss schedules with their supervisor to determine which week the staff member will work. Depending on the week, half of the staff will work in each branch to provide contactless curbside pickup and returns during Phase 1, and to additionally provide service to the public as prescribed in Phase 2. The other half of the staff will telework. The staff will alternate responsibilities at the beginning of the next week.

Building and Grounds, Logistics and Maintenance staff will be expected to work normal (not-alternating) schedules due to the need to maintain continuous sanitizing of the buildings and other building, grounds, and maintenance duties.

The IT Department and departments at the Administrative Offices may be working on an A/B schedule, but will adhere to all safety protocols outlined in the reopening plan.

During Phase 1 and Phase 2, occupancy of buildings by employees, and eventually customers, will be based on no more than 1 person per 500 square feet (see chart in reopening documents).

All branches will be cleaned at regular intervals and additionally as needed in the event of a known exposure to the virus.

All staff meetings will remain virtual through Phases 1 and 2.

As long as branch service needs are met, employees assigned work that can be performed effectively by telework and that extends over one or more full workdays, shall perform the work via telework. Whenever practicable, telework assignments shall be assigned in full day increments. This telework option shall not apply to shorter-term work assignments or tasks performed while working onsite (for example, during intermittent down times between other activities that must be performed onsite). Non-exempt employee telework time will continue to be coded on an hourly basis pursuant to timekeeping guidance provided by the Library.

The Parties recognize that during the Phase 1 and Phase 2 reopening, the need to adjust schedules 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. Branch staff will also work collaboratively together with Library management to ensure best practices are met and may decide on unique procedures best suited for their individual branch locations.

The Library may schedule and assign an employee on a demonstrated operational need and availability, including assigning an employee to a branch or to telework 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.

COVID Differential and Supplemental Leave

Employees shall receive an additional hour of annual leave for every 8 hours of onsite work. This supplemental annual leave shall not accrue during time spent on leave or performing telework.

Buildings and Grounds, Central Maintenance, Supply and Delivery staff shall receive a COVID-19 differential of \$1.25 for every hour of onsite work.

Employees requested to provide public-facing service, to include IT staff, shall receive a COVID-19 differential of \$1.25 for every hour of public-facing onsite work beyond curbside. Public-facing onsite work refers to customers in the branch at the time the staff member is working in the building.

All COVID-19 differential and supplemental annual leave will no longer be earned after April 30, 2021.

FFCRA and Leave

The Library will comply fully with the paid leave requirements of the Families First Coronavirus Response Act, in accordance with guidance issued by the U.S. Department of Labor. (Guidelines have been distributed to all staff and may be found in the reopening documents.)

Any full-time employee who has been directed by a PGCMLS supervisor, state, or county official or a healthcare provider to quarantine/isolate, due to symptoms, exposure, or travel, will be permitted to use the eighty (80) hours of emergency paid sick leave available under the new federal FFCRA, through September 30, 2021. (Part-time employees will receive a prorated amount of FFCRA leave.) For any remaining portion of the quarantine/isolation period, the employee may telework. If telework is not available, up to 80 hours of administrative leave will be provided by the Library for any remaining portion of the quarantine/ isolation period.

If the Library directs an employee to self-quarantine due to potential workplace exposure to COVID-19, the employee will be granted administrative leave if telework is not a viable option due to disability or unavailability until which time the employee can be returned safely to work.

All employees who have worked at a branch on a shift with an employee who has tested positive for COVID 19 will be directed to quarantine for the time period recommended by the Prince George's County Department of Health. PGCMLS may request that a quarantined/isolated employee's healthcare provider update the quarantine directive on an every other week basis. While in quarantine, PGCMLS will request that the quarantined employee be tested within the CDCs current recommended time frame.

The parties will seek approval from the PGCMLS Board of Library Trustees to waive forfeiture of maximum carryover of six months of annual leave for calendar year 2021 for all eligible employees.

Risk Accommodation

Both Parties recognize the need for flexibility so that (a) employees can more easily manage their potential exposure to health risks associated with COVID-19 and (b) PGCMLS can operate and provide services to the public without undue hardship.

Consistent with federal Equal Employment Opportunity Commission (EEOC) and Centers for Disease Control (CDC) guidance related to COVID-19, PGCMLS will make reasonable effort to accommodate employees who have disabilities or circumstances that place them at greater risk from COVID-19. If such accommodation cannot be made, the employer shall consult with the Union regarding viable alternatives. Such accommodation could include, among other things: temporary job restructuring, temporary transfers to a different position or location (including telework), or modified work schedules.

If telework is not available and the employee cannot be otherwise accommodated, the employee will be permitted to use the eighty (80) hours of paid sick leave available under the new federal FFCRA, until September 30, 2021. (Part time employees will receive a prorated amount of FFCRA leave.) If telework is not available for any remaining portion of the Maryland State of Emergency the Library will provide up to 80 hours of paid administrative leave (in total during the pandemic period).

Health and Safety

The Parties acknowledge the importance of protecting the health and safety of all employees and customers by complying with the latest CDC guidelines and state and county orders regarding social distancing, facemasks, and sanitizing as measures to prevent the spread of the COVID-19 virus.

The Library will provide personal protective equipment to all staff performing on-site work, including five washable multilayered facemasks or disposable facemasks to wear with cloth masks provided, and a face shield and gloves.

Anyone entering Library buildings during Phase 2 will be required to wear a facemask. Members of the public shall be screened by security before entering.

Furthermore, PGCMLS will maintain infection prevention methods, to include enhanced cleaning and disinfecting of surfaces and equipment at each branch/worksites and will continue to quarantine materials as outlined in the Reopening Plan.

IT staff shall be provided at least 48 hours notice of any assignments that require visiting a new community off-site location (not including the Largo Government Center, LGC, and any temporary branch facilities or PGCMLS construction sites). IT staff shall not provide service in non-PGCMLS-operated locations without appropriate social distancing or masks.

The parties agree to continue their negotiations, without prejudice to their current positions, surrounding alternative employee reward options in lieu of general emergency pay for work performed during the remainder of the declared Maryland state of emergency related to COVID-19.

Notification: When the Library learns that any employee may have been exposed to COVID-19 at work or away from work, tests positive for COVID-19, or otherwise is diagnosed with COVID-19, the Library will immediately notify the Union and all employees who may have been exposed to that employee. The notice will include the branch/es the infected employee was present in during the exposure period (as defined by the CDC or Prince George's County Health Department).

Termination of MOU

This MOU shall terminate upon the start of Phase 3 of the reopening plan. Phase 3's start date will be determined in part by the widespread availability of COVID-19 vaccines and/or any other relevant public health conditions and metrics. The terms of this agreement will remain in effect until modified based on additional safety protocols, which may be required at the start of Phase 3. The Library shall provide the parties at least 3 weeks' notice prior to the start of Phase 3.

MCGEO and the Library agree that regular and effective communication is even more essential during the current pandemic. To that end, the parties commit to meetings every other week through Phase 1 and 2 of reopening. The parties further acknowledge that any additional work rules changes will be subject to Article 25, Section A of the current CBA.

MCGEO and the Library will continue to schedule conference calls (day to be determined) to review and monitor COVID-19 to ensure the safety of the staff and customer.

IN WITNESS, WHEREOF, the Parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 8th day of April 2021.

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

PGCMLS

By:  04/08/21
Gino Renne Date

By:  04/08/2021
Roberta Phillips Date