MEMORANDUM OF UNDERSTANDING

FISCAL YEARS 2026-2027

Between

ENOCH PRATT FREE LIBRARY

and

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, Maryland Council 3, Pratt Workers United

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Article 1. Recognition

1.1. The Employer recognizes the Union as the sole and exclusive negotiating representative in all matters establishing and pertaining to wages, hours and other terms and conditions of employment for all eligible Employees in Units for whom the Union has been certified, as outlined in **Appendix A**. The Employer will not negotiate with any other union or Employee organization on matters pertaining to wages, hours and other terms and conditions of employment for all stated Employees and will not allow non-exclusive representatives or other Employee organizations to address new Employees within these Units at orientation meetings.

1.2. The Employer will promptly notify the Union of all decisions to establish new non-supervisory, non-managerial and non-confidential classifications. If a new classification is a successor title to a classification covered by this Agreement with no substantial change in duties, it shall become part of this bargaining unit. If a new classification shares a community of interest with classifications in this bargaining unit, it shall become part of this bargaining unit. If an existing classification outside of the bargaining unit ceases to perform supervisory, managerial, or confidential duties, and shares a community of interest with classifications in this bargaining unit, it shall become part of this bargaining unit.

1.3. The Employer agrees to furnish a report to Union on a monthly basis and electronically containing the following information for positions within the Union's jurisdiction:

a) Name

b) Service date (date of hire)

c) Employee unique identifier number

d) Job profile (position classification and status)

e) Department

f) Pay rate

g) Longevity step (if applicable)

h) Work site where the Employee receives mail

i) Work telephone number

j) Work email address

k) Home address

l) Home/cell phone number

m) Source of funding (if available)

n) Union membership

o) Dues deduction status

p) Deduction for AFSCME P.E.O.P.L.E. (in lump sum)

q) Terminations

r) Promotions out of the bargaining unit

s) Race

t) Gender

*The information may be provided in separate reports.

The Union understands that the Library does not make any representation concerning the accuracy of Employee personal information provided by the Employees. The Union agrees that it will only use the information provided by the Library to execute this Agreement, and the Union shall be exclusively responsible for the protection and security of the information provided by the Library. To the full extent permitted by law, the Union shall indemnify and save the Library harmless from any and all claims. grievances, actions, suits or other forms of liability or damages that arise out of or by reason of any action taken by the Library and/or for any improper disclosure for the purpose of complying with the provisions of this Section.

1.4. On a quarterly basis, the Employer shall prepare a written report which shall be delivered by the Employer to the Union at the start of every quarter. This report shall contain the number of bargaining unit positions that are authorized within the annual operating budget of the library system, and the number of such positions that are vacant.

1.5. The Employer shall notify the Union of all material changes in bargaining unit job classifications or class specifications. The Union, if it requests, shall have the opportunity to discuss such changes with the Employer. The Employer's notice of a change in job classification or class specification shall be given to the Union in writing, and it shall include a reasonable description of the changes proposed, which description shall be delivered to the union by mail fax or e-mail at least twenty-one (21) days before the change is to take effect.

Article 2. Check Off

2.1. The Employer agrees to deduct Union dues from the pay of any Employee whom the Union is certified to represent and who has authorized such deductions in writing. The Employer shall transmit all such moneys withheld to Pratt Workers United, AFSCME Council 3, AFL-CIO on a monthly basis.

> *2.1.1.* Such authorizations shall be continued from year to year unless revoked by the Employee in writing within the thirty (30) days of the Employee's anniversary date.

2.2. P.E.O.P.L.E. Deductions.

> The Employer agrees to deduct from the pay of each Employee from whom it receives an authorization to do so the monthly amount authorized by the Employee for the Public Employees Organized for Political Legislative Equality (P.E.O.P.L.E.). This voluntary authorization may be revoked at any time by notifying the Employer in writing of the desire to do so. A list of the Employees from whom the deductions have been made and the amount deducted from each and a list of the Employees who had authorized such deductions shall be forwarded to the Union no later than thirty (30) days after such deductions were made.

2.3. The Union shall indemnify and save the Employer harmless from any and all claims, grievances, actions, suits or other forms of liability or damages that arise out of or by reason of any action taken by the Employer for the purpose of complying with any of the provisions of this Section, and the Union assumes full responsibility for the disposition of the funds deducted under this Section as soon as they have been remitted by the Employer to the Union.

Article 3. Non-Discrimination

3.1. The provisions of this Agreement shall be applied equally to all Employees for whom the Union is the exclusive representative, without discrimination as to age, sex, marital status, race, color, creed, country of national origin, political affiliation, mental or physical disability, ancestry, genetic information, gender identification, sexual orientation, citizenship, immigration status, gender expression, status as a breastfeeding parent, status as a victim of domestic violence, sexual assault or stalking.

3.2. Each Employee shall have the right to join and, while off work or on official release time, assist the Union freely, without penalty or reprisal or the threat of penalty or reprisal, and the Employer shall not interfere in the exercise of such right.

3.3. The Americans with Disabilities Act (ADA) of 1990 makes it unlawful to discriminate in employment and employment practices against a qualified individual with a disability. The parties acknowledge the Employer's duty to provide reasonable accommodations to a disabled individual unless doing so would cause undue hardship, as those terms are defined by the ADA.

Article 4. Management Rights

Except as modified by this Agreement or when contrary to the law,

4.1. It is the exclusive right of the Employer to:

A. Determine the mission of the Employer;

B. Set standards of services to be offered to the public;

and

C. Exercise control and direction over its organization and operations.

4.2. It is also the right of the Employer:

A. To direct its Employees

B. To hire, promote, transfer, assign or retain Employees in positions within the Employer;

and

C. in that regard, to establish reasonable work rules.

4.3. It also retains the right to:

A. Suspend, demote, discharge or take any other appropriate disciplinary action against its Employees for just cause and in accordance with applicable laws;

and

B. Relieve its Employees from duty in the event of lack of work, funds, or for other legitimate reasons.

Article 5. Grievance and Arbitration Procedure

5.1. Any grievance, defined as a dispute concerning the application or interpretation of the terms of this Agreement or a claimed violation, misinterpretation or misapplication of the rules or regulations of the Employer affecting the terms and conditions of employment, shall be resolved in the following manner.

Step 1

The Union Steward with the aggrieved Employee shall request to discuss the grievance with the Employee's immediate supervisor within ten (10) calendar days, and a meeting will be set within no more than thirty (30) days, from the date of the events or conditions on which the grievance is based, or the date the Employee or Union reasonably should have had knowledge thereof. The Employee's immediate supervisor shall attempt to adjust the matter within ten (10) calendar days of the presentation of the grievance.

Step 2

If the grievance has not been satisfactorily resolved in Step 1, a written appeal may be taken to the Employee's next higher supervisor, on a form mutually agreed upon by the Employer and the Union, within ten (10) calendar days following the completion of Step 1. The supervisor shall meet with and discuss the grievance with the Union Steward, the President of the Local Union or their designee, and the aggrieved Employee within ten (10) calendar days of the written appeal, An answer to the grievance shall be submitted to the aggrieved Employee and to the President of the Local Union in writing on the said form within ten (10) calendar days of the Step 2 meeting.

Step 3

If the grievance has not been satisfactorily resolved in Step 2, a written appeal may be filed on said form with the Department Head within ten (10) calendar days following the completion of Step 2. Within ten (10) calendar days of such an appeal, the Department Head or designee shall meet with the Union Steward and the President of the Local Union or their designee and the aggrieved Employee to discuss the grievance. The Department Head or designee shall respond in writing on the said form within ten (10) calendar days of the Step 3 meeting.

Step 4

5.1.4.1. If the grievance has not been satisfactorily resolved at Step 3, the Union may request that the grievance be arbitrated before a neutral arbitrator by submitting a copy of the notice or demand for arbitration to the Employer's Director of Human Resources within twenty-one (21) calendar days following completion of Step 3. Thereafter, the party requesting arbitration shall submit a request to the Federal Mediation and Conciliation Service for a list of seven (7) arbitrators who each are members of the National Academy of Arbitrators, and rostered in FMCS Area No. 7. An arbitrator shall be chosen by alternatively striking names from the list; the last name remaining being the arbitrator chosen. The decision of the arbitrator shall be final and binding on all parties to the arbitration, including Employees affected.

5.1.4.2. The arbitrator shall be without power to add, subtract from, change or alter any provision of the Agreement, Board policy, or of applicable State or local law.

5.1.4.3. The arbitrator shall confine themselves to the precise question presented for arbitration and shall have no authority to determine any other question.

5.1.4.4. The arbitrator may hear or decide on more than one (1) grievance if jointly requested by the parties.

5.1.4.5. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Employer and the Union.

5.2. Time limits under this Article may be changed and grievance steps may be skipped by mutual agreement.

5.3. If the finding or resolution of a grievance at any step of the procedure is not appealed within the prescribed time, said grievance will be considered settled on the basis of the last answer provided, and there shall be no further appeal or review. Should the Employer not respond within the prescribed time, the grievance will proceed to the next step upon request by the Union. A grievance must be timely advanced once it is answered by management. A grievance may be advanced to the next step after the time for an answer has expired, even though an answer has not been issued. Grievance and grievance answers may be delivered by email. The operative date of delivery shall be the date of the email.

5.4. In computing the time limits under this Article, the date of the preceding event shall not be counted.

5.5. Except for disciplinary actions, all documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the official personnel file of any of the participants.

5.6. The Union may consolidate grievances of the same disputes. Employees who wish to consolidate their grievances must include an attachment to the Grievance Form, which includes the signature, signature date, printed name, and full current, complete personal (non-work) mailing address of each Employee who wishes to file that grievance. The signature sheet must notify the Employees that by signing it, each Employee is bound by the issues and requested remedy as stated on the Grievance Form, and that each Employee agrees to be represented by the person and/or organization listed as the representative on the Grievance Form.

Article 6. Union Rights

6.1. Access

6.1.1. The Employer agrees that it shall not discourage bargaining unit Employees from Union membership or participation in lawfully permitted activities in the exclusive representative's Union.

6.1.2. An officer or designated representative of the Union who is not an Employee shall, upon notification by the Union, be admitted to the property of the Employer during working hours for the purposes of administration of this Agreement and membership recruitment, provided that they do not communicate with Employees on working time.

6.2. Stewards

6.2.1. The Employer will recognize twelve (12) stewards designated by the Union who will be responsible for investigating and processing grievances and participating in any hearings or conferences related to the grievance.

6.2.2. The Employer and the Union recognize that union representatives and stewards play an important role in effectuating the terms of this Agreement; however, both parties acknowledge that the duties undertaken as a union representative or steward are in addition to their job assignments. The Union will notify Human Resources in writing of the names of the designated stewards prior to them assuming any duties.

6.2.3. Designated stewards shall be allowed a reasonable amount of duty time without charge to pay or leave to administer the Agreement and otherwise represent Employees in accordance with this Agreement. Release from duty shall be requested, upon reasonable notice, from the steward's supervisor and will not be unreasonably denied, consistent with the operational needs of the Employer. Stewards shall log duty time that is spent on performing representational functions for the Union through Workday. Stewards shall not be required to disclose confidential information about their activities when logging their duty time spent performing representational functions.

6.2.4. Time spent by stewards performing union representational duties outside of the stewards' scheduled shift shall not qualify as working time and accordingly shall not be compensated. Such time shall not count toward the steward's weekly hours worked for purposes of overtime eligibility.

6.3. Union Activity During Working Hours

6.3.1. Consistent with the operational needs of the Employer, designated stewards and union representatives shall suffer no loss of pay, including reasonable travel time when necessary, to attend

A. Labor Management Committee meetings;

B. Negotiation sessions regarding supplementation or amendment of this Agreement during its term;

C. Negotiation sessions for negotiating future Agreements between the Employer and the Union;

D. Committee meetings and activities if such meetings or activities have been jointly established by the parties;

or

E. Meetings called or agreed to by the Employer, if such Employees are entitled and required to attend the meetings by virtue of being Union representative or stewards.

6.3.2. Union representatives and stewards shall be allowed reasonable work time to complete assignments that have been assigned by the Labor Management Committee (but only those assignments made by the entire LMC, unanimously). The Employee's supervisor shall approve when the time can be taken; such approval shall not unreasonably be denied.

6.4. Release Time Account for Other Union Activities

6.4.1. On July 1 of each year, the Employer shall credit the Union's release time account with one (1) day for every twenty (20) bargaining unit members. Union representatives will be allowed time off with pay charged against the Account consistent with the operational needs to the Employer for Union business such as bargaining trainings, steward trainings, leadership conferences, educational conferences, state or area-wide committee meetings or union sponsored labor relations training provided such representative provides reasonable notice to their supervisor of such absence.

6.4.2. Reasonable notice for Union sponsored meetings listed above is at least twenty (20) days and the Employer shall respond within five (5) days of receiving the representative's notice. Less notice may be accepted by the Employer under special circumstances. When possible, the union request for release time shall identify the specific Employees to be released from duty and their work location. Such time off will not be detrimental in any way to the Employee's record and will be specifically taken into account when applying performance standards relating to quantity and timeliness of work. Time may be used in one (1) hour increments. Time off with pay will not be unreasonably withheld.

6.4.3. The parties recognize their respective obligations to grant and utilize release time authorized by this Agreement in an effective manner in the context of effective and efficient government operations. An Employee's supervisor may require the representative to provide the request for release time in writing. In such cases a copy of the letter issued by the Department of Human Resources approving release time for a specific event shall be sufficient. Requests for release time in accordance with this Agreement or library policy shall routinely be granted.

6.5. Meeting Space

Union representatives may request the use of library property to hold union meetings through the Library's Meeting Room Request Calendar. Such meetings will not interrupt library work and will not involve Employees who are working. The Employer shall make space available for Union representatives to have confidential discussions with Employees on an as needed basis subject to availability.

6.6. Union Storage and Supplies

Union representatives shall be permitted to have a lockable, Union-provided filing cabinet in space provided by the Employer at the Employer's premises. Union representatives are authorized to make de minimis use of copiers, computers and other office equipment for representational purposes.

6.7. Bulletin Boards

The Employer agrees to provide reasonable bulletin board space labeled with the Union's name, where notices of official Union matters may be posted by the Union. The Union shall be responsible for all items posted on the bulletin board. Each item shall be dated and initialed by the Union official approving the posting. The Union shall ensure that items are not illegal, defamatory, political, or partisan and that no item is detrimental to the safety and security of the institution. The Employer shall not permit the posting of notices by non-exclusive representative Employee organizations on Employer bulletin boards.

6.8. Union Communications

6.8.1. The Union shall be permitted to place and distribute materials in Employee-only relief period areas used by Employees, before and after work, and during breaks and meal periods.

6.8.2. The Union shall be permitted to use internal library mail systems, including computer/electronic: mail, for membership and bargaining unit mailings and for communication with the Employer. Where available, the Employer shall provide the Union with their work email addresses for bargaining unit members.

6.9. New Employee Orientation

6.9.1. The Employer will copy the union on notices of scheduled new Employee orientations. As soon as reasonably practicable, the Employer will provide a list of new bargaining unit Employees, with their job titles and their contact information, in advance of the orientation date. During new Employee orientation, the Union will be permitted to give a forty-five (45) minutes presentation. The parties shall encourage Employee attendance, although attendance shall not be mandatory if an Employee objects to attending the presentation. Such orientation, and the Union participation therein, may be conducted in-person or virtually, as the Employer chooses in its sole discretion.

6.9.2. In the event a formal orientation meeting is not held, or no Union steward or representative is able to attend the formal orientation because the designated Union representatives cannot be released under this Article, the Employer shall allow the Union representative and the Employee(s) to meet during duty hours at a time and location mutually agreed upon by the Employer and the Union for forty-five (45) minutes.

Article 7. Discipline

7.1. General

Non-probationary Employees shall be disciplined for just cause. After taking a disciplinary action against an Employee, the Employer may not impose an additional disciplinary action against that Employee for the same incident unless additional information is made known to the Employer after the disciplinary action was taken.

The suspension of an Employee who is exempt from the overtime pay requirements of the Fair Labor Standards Act shall be done so that the Employee's overtime exemption will not be lost.

7.2. Right to Union Representation

An Employee shall have the right to Union representation if requested by the Employee:

1. In any investigatory interview or discussion, conference or meeting with an Employee who is the subject of an investigation which the Employee reasonably believes may lead to disciplinary action.

2. At any disciplinary hearing, discussion, conference or meeting (including settlement discussions) with the Employee who is the subject of the disciplinary hearing.

Management shall allow reasonable time for the Union Representative to attend said meeting but in no case less than two (2) hours if there is a representative on duty at the worksite. If there is no Union representative on duty at the worksite, the Employee shall be allowed at least four (4) hours to obtain a Union representative.

If the Union cannot or does not have a representative available within four hours , the meeting may be conducted without Union representation. If the Employer disapproves release time for all potential representatives, the meeting shall be delayed until a representative is released from duty.

The role of the Union Representative during an investigation interview conducted by Management is to assist in the clarification of questions and -advise the Employee. However, it is the Employee who must answer the questions posed by the interviewer. The Union Representative will not answer for the Employee or interfere with the Employer's investigating process.

An Employee shall not have the right to a Union Representative in attendance during a discussion solely related to performance or during an annual performance evaluation meeting.

7.3. Duty of The Employer Prior To Imposing Sanctions

1. The Library agrees with the tenets of progressive discipline. The parties acknowledge that there may be instances where higher levels of discipline are warranted based on the nature and/or severity of the offense, misconduct, or performance issue. Similarly situated Employees will be treated similarly regarding the application of disciplinary actions, but mitigating circumstances will be considered.

2. Procedures - Before taking any disciplinary action related to Employee misconduct, The Employer shall (not necessarily in this sequence):

    a. Meet with the Employee (unless the Employee is unavailable or unwilling to meet) at which time the Employee shall be notified of the alleged misconduct;

    b. Conduct an investigation;

    c. Consider any mitigating circumstances;

    d. Determine the appropriate disciplinary action, if any, to be imposed;

    and

    e. Give the Employee a written notice of the disciplinary action to be taken and its basis, and provide a summary description (which may be verbal) and the Employee's grievance rights and concurrently give the Union written notice of a suspension or termination.

3. Time Limits – the Employer may impose any disciplinary action no later than 60 days after the Employer acquires knowledge of the misconduct for which the disciplinary action is imposed; provided that such time limit shall be extended by any period(s) of time during which the subject of the investigation or any witness is unavailable.

4. Negotiation and bargaining permitted - this Article does not preclude the Employer and the union from agreeing to:

    a. holding in abeyance a disciplinary action for a period not to exceed 18 months in order to permit the Employee to improve conduct or performance;

    b. imposition of a lesser disciplinary action as a final and binding action.

5. Time limits - the parties may agree to waive or extend any time limits as stated in this Article.

6. No supervisor shall use threats or coercion, including the threat of termination, to induce or attempt to induce an Employee to resign. If management intends to impose disciplinary action, it must first do so before discussing resignation with the Employee.

7. Management shall not deny any bargaining unit Employee the right to representation by the exclusive representative during any settlement discussions pertaining to disciplinary actions, or make a settlement offer contingent upon an Employee voluntarily waiving their right to representation.

8. An Employee will have at least four (4) hours after a settlement offer is made by management to advise management of their decision to accept, or reject the settlement offer.

7.4. Discipline History

After twelve (12) months, disciplinary action below the level of suspension (except for final warnings) shall not be used for purposes of progressive discipline if there has been no further disciplinary action. After twenty-four (24) months without any further disciplinary action, the record of any prior suspensions or final warnings may not be used for purposes of progressive discipline. Records of disciplinary actions from 2024 and prior will also be subject to this section. Nothing in this Section shall prevent the use of prior disciplinary action, regardless of when it was imposed, to establish that an Employee had notice of improper conduct or behavior.

Article 8. Labor Management Committee

8.1. The parties recognize that the holding of periodic meetings for the exchange of views and information contributes to the effectiveness of the labor/management relationship. Therefore, parties shall establish a Labor/Management Committee (LMC), in accordance with the provisions in this Article, for the purpose of discussing matters of concern in the areas of personnel policies, practices, conditions of employment and other matters affecting Employees.

8.2. The intent of the LMC is to facilitate communication between the parties by providing a forum for discussion of issues related to conditions of employment. The committee shall not become involved in individual grievances.

8.3. The Union and the Employer may each appoint up to ten (10) members of a LMC.

8.4. There will be a system-wide LMC to address issues pertaining to the library system as a whole. In addition to the Health and Safety Committee established by Article 25. Safety and Health, additional committees may be created, upon mutual agreement.

8.5. The LMC will meet quarterly. The parties may mutually agree to meet more or less often. No less than two (2) weeks prior to each scheduled LMC meeting, the parties shall exchange proposed agenda items, if any, as well as the names of their respective representatives for the meeting.

8.6. Any department-specific or branch-specific agreement shall not become effective until reduced in writing and approved by the President of Pratt Workers United, AFSCME Council 3 or designee, and the Employer's Chief Executive Officer or designee.

8.7. The Labor Management Committee shall not have the authority to negotiate any agreement that would modify or conflict with the terms of this Agreement.

Article 9. Uniform, Tools and Equipment

9.1. The Employer shall provide to Employees who are required to wear uniforms five (5) sets of required uniform trousers and shirts.

9.1.1. If uniforms are in such a state of disrepair as to require replacement, they will be returned to the Employer for a replacement at no cost to the Employee. Replacement needs will be verified by the Employer.

9.1.2. All uniforms when provided to the Employee shall be in new condition and fit properly.

9.1.3. Where an Employee's position and/or duties requires the wearing of OSHA approved safety shoes, or non-slip shoes, the Employer shall either annually provide Employees with such shoes, or annually provide reimbursement to Employees for the purchase of safety shoes. This includes Custodial Workers, Building Repairer, Electrician, Carpenter and other trades positions.

9.1.4. The Employer shall provide reasonable reimbursement to Employees for the cost of replacement, cleaning and/or repairs of non-uniform clothing or other items worn by Employees that are damaged by patrons or members of the public. The Employer may require from the Employee requesting reimbursement a description of the damage and evidence that the damage was caused by a patron or member of the public.

9.1.5. Employees shall return all Employer-provided uniforms, tools and equipment when separating from employment.

9.2. The Employer will ordinarily furnish and maintain in good condition the equipment required of Employees to perform their jobs.

Article 10. Building Closures

10.1. In the event that a worksite is required to close temporarily for reasons such as, but not limited to, inclement weather and building maintenance issues. Employees assigned to work in-person at that worksite shall be temporarily transferred to another worksite for the remainder of their scheduled workday. An Employee may decline the temporary assignment in which case the Employee must use their accrued paid leave (including compensatory time) for the remainder of their scheduled workday. Travel between locations as a result of a closure is considered paid work time. Travel from home to the reporting location or from the reporting location to home, including alternate locations, is not considered paid work time.

10.2. If the Employer plans a building closure that will last five consecutive days or more, the Employer shall prepare a list of openings to which the affected Employees may transfer for the duration of the closure. Employees subject to transfer shall select from the openings for which they are qualified. If the number of qualified transfer requests exceeds the number of openings available at a worksite, the most senior qualified Employees will be transferred to that worksite. For Employees who do not receive the transfer they have selected, the transfer assignment will follow the involuntary transfer process set forth in Article 11. Transfers.

10.3. Travel reimbursement for travel between library locations will follow the process for travel within City limits ("local travel") as outlined in the Employer's HR Policy 2.65b.

Article 11. Transfers

11.1. Bargaining unit members are hired by the Employer with the expectation and requirement that they may be assigned to work at any of the Employer's locations and facilities as long as the Employee is assigned duties and responsibilities encompassed by the Employee's job description. The parties recognize the importance of building relationships with the community within neighborhood branches.

11.2. When a transfer of an Employee from one work location to another is deemed necessary, the Employer shall make all reasonable efforts to solicit voluntary transfers before invoking an involuntary transfer, including notifying all qualified Employees as soon as practicable. If more than one qualified Employee requests a voluntary transfer to the same position, the Employer will assign the transfer to the most senior qualified Employee who is in good standing. For purposes of this Article, "good standing" shall mean that the Employee is not on a Performance Improvement Plan and has not been issued any disciplinary action in the prior six (6) months. The regular movement of Security Officers, Maintenance, and other Employees whose regular job duties involve routine travel or movement to various worksites, is not a "transfer" within the meaning of this Article.

11.3. If the Employer does not receive the desired number of volunteers for the transfer(s), for any transfer expected to last five consecutive work days or less, the Employer may institute an involuntary transfer.

For involuntary transfers lasting more than five consecutive work days or more than five work days within a calendar month, the Employer will assign involuntary transfer(s) by least seniority and in accordance with the following protocol:

A. Prior to any involuntary transfer, the affected Employee(s) shall receive written notification of transfer and the reason for the transfer.

B. Employees shall be given seven (7) calendar days' notice prior to a transfer taking effect, unless seven (7) days' notice is not reasonably practicable under the circumstances due to operational need, in which case the Employer shall provide as much notice as is reasonably practicable.

C. An Employee who alleges a transfer imposes a hardship may submit documentation of the hardship and request denial of the transfer. For the purpose of this Article, "hardship" may be defined as:

    1. negatively impacting an Employee's dependent care, or

    2. conflicting with in-person educational courses the Employee is enrolled in, or

    3. lack of accessibility for the Employee at the newly-assigned worksite.

No such requests shall be unreasonably denied.

D. An Employee will ordinarily have three (3) business days from notice of transfer to inform the Employer about a hardship to be considered. The Employer will have four (4) business days to verify that a hardship exists and respond to the Employee. If a hardship is denied, the transfer will become effective from the original date of transfer.

E. The Employee may appeal the involuntary transfer within five (5) business days of the notification of transfer by written submission to the Department of Human Resources. The submission of an appeal shall not excuse the Employee from complying with the transfer order.

11.4. An Employee who has been transferred, voluntarily or involuntarily, shall receive reimbursement for travel in accordance with the Employer's travel policy, pursuant to which the Employee may seek reimbursement for any travel required from the Employee's assigned reporting location to another worksite during the work day, but shall not be entitled to reimbursement for any travel expenses resulting from the Employee's commute to/from a newly-assigned worksite.

11.5. Any transfer selection by the Employer shall be based on the skills and availability of the affected Employees, the Employer's operational needs and, as set forth above, seniority.

Article 12. Holidays

12.1. Leave with pay shall be granted to Employees for the following days referred to herein as holidays.

January 1st — New Year's Day

Third Monday in January — Martin Luther King's Birthday

Third Monday in February — Presidents' Day

Friday before Easter — Good Friday

Last Monday in May — Memorial Day

June 19th — Juneteenth

July 4th — Independence Day

First Monday in September — Labor Day

Second Monday in October — Indigenous People's Day

November 11th — Veteran's Day

Fourth Thursday in November — Thanksgiving Day

December 25th — Christmas Day

12.2. U.S. Congressional Election Days, which occur on the Tuesday following the first Monday in November in even numbered years, shall also be observed as a holiday. The library will also observe any other election days observed by the city of Baltimore as a holiday, in accordance with the Board of Estimates.

12.3. Library branches will close at 5pm on Christmas Eve, December 24th, the day before Thanksgiving and New Year's Eve, December 31st.

12.4. In the case of an election other than general or congressional, and upon request, the Employer shall allow Employees who are eligible and registered to vote up to two (2) hours leave, if necessary, for the purpose of voting without loss of pay.

12.5. If a holiday falls on a Saturday, the preceding Friday will be observed as the holiday; if a holiday falls on a Sunday, the following Monday will be observed as the holiday. In the case of Employees working on a schedule other than Monday through Friday, if one (1) of the listed holidays falls on one (1) of the Employee's regular days off, they shall be granted another day off within the same pay period or not later than the following pay period or be paid one day's pay. Management will consider Employee requests for a substitute day off within the time frame specified above.

12.6. To be eligible for holiday pay, an Employee must be in pay status at least one (1) day in the payroll period in which the holiday occurs.

12.7. Employees required to work on a holiday will be paid at the rate of one and a half (1.5) times their regular hourly rate of pay for each hour worked in addition to their holiday pay.

Article 13. Diversity, Equity and Inclusion (DEI) in the Workplace

13.1. Recognizing the library's stated goals of diversity, equity and inclusion, including

A. attracting, recruiting, and hiring the most diverse of the best and the brightest through structured, fair, and objective decision-making processes;

B. active and intentional approach to educate, promote, and advance the careers of our Employees through the lens of equity and merit;

C. vigilant support of policies, practices, and anti-harassment measures that protect the rights of our Employees to live their best lives with respect, authenticity, and without barriers of bias or discrimination;

D. commitment to strategies that actively approach job classification and compensation with an equity lens and our obligation to resolve identified gaps;

E. ensuring work conditions and work spaces for all Employees at all classification levels reflect fairness, respect, and dignity;

the Employer will provide annual notification to the union and to all bargaining unit Employees of information regarding its DEI efforts, and shall include in such notification information about the avenue(s) for reporting bias incidents.

Article 14. Performance Evaluations

14.1. Employees shall receive written mid- year performance evaluations in or around June and annual performance evaluations in or around January. Annual performance evaluations will include a performance rating.

14.2. Performance standards and behavioral elements shall be specific, attainable, relevant, measurable and fully consistent with an Employee's duties, responsibilities and grade as described in their job description. Standards and elements will be job and outcome related, not trait related. Standards, elements, and criteria for each rating level shall be provided to an Employee in writing at the outset of the rating period and changed during the period only after review with the Employee.

14.2.1. If an Employee does not have an opportunity to perform work described by a standard or element, that standard/element will not be considered in the performance evaluation process.

14.2.2. Standards/elements will be applied fairly, objectively and equitably. Preapproved time away from the job including sick leave, personal days, annual leave and authorized duty time for union representational purposes and other authorized activities will not be considered negatively in the application of performance standards and behavioral elements.

14.3. The Employee's supervisor will prepare the mid-year and end-of-year performance evaluation. In preparing the performance evaluation, the supervisor may consider feedback from other managers and supervisors who have observed the Employee's work. If an Employee is transferred, the new supervisor shall solicit feedback from the prior supervisor when preparing the next performance evaluation.

14.4. The end-of-year evaluation shall include the following:

A. performance rating;

B. specific goals for the Employee during the next evaluation period and performance standards/behavioral elements (this step may take place in a separate meeting from the evaluation meeting);

C. modifications to the Employee's job description, if any;

and

D. recommendations for training to enhance the Employee' skills, if any

14.4.1. The Employer will not prescribe a forced distribution of levels for ratings for Employees covered by this Agreement. No quotas or other limitations shall be applied to Employee ratings.

14.4.2. The supervisor shall give Employees a copy of the end-of- year evaluation and a copy will be placed in the Employee's personnel file. A statement of an Employee's objection to an evaluation or comment will be attached and put in their personnel file.

14.5. If changes to the Workday system require modification of this Article, the parties will meet to discuss such modification(s).

Article 15. Classifications

15.1. All positions are classified according to the duties and responsibilities involved and the education, training, and experience required. This information is contained in a job specification sheet written for each classification grade or specific job in the system. Job specifications will be available on Workday or provided upon request.

15.2. When the City notifies the Employer that there will be a change in a job specification within the bargaining unit, the Employer will notify the Union. Upon the request of the Union, the parties will meet to negotiate the impacts, if any.

Article 16. Savings

Should any part of this Agreement be declared invalid by operation of law or by a tribunal of competent jurisdiction, the remainder of the Agreement shall not be affected but shall remain in full force and effect. In the event any provision is thus rendered invalid, upon written request of either party, the Employer and the Union shall meet promptly and negotiate a substitute for the invalid Article, Section or portion thereof.

Article 17. Out-of-Title Work

17.1. An Employee who is required to perform the significant duties of a higher classification for a majority of their work time, is considered to be working out-of-title and, subject to approval by the City's Department of Human Resources, shall be paid the wage rate of the higher classification as long as the Employee is acting in the capacity of the higher classification.

17.2. The Employee shall be paid at the rate of the step in the higher classification immediately above their current rate of pay, provided:

A. In the event the application of this rule would result in an hourly increase of less than five $.05 (5 cents), the Employee shall be paid the rate of the next higher step, but in no event more than the maximum rate, of the higher classification.

17.3. An Employee shall not be required to work out-of-title for a period of more than ninety (90) calendar days unless the service is necessary because of the absence of the original Employee in that classification, provided that the Employer has obtained an extension of the out-of-title compensation from the City's Department of Human Resources and the Board of Estimates.

17.4. In the event that the Employer is unable to permanently fill a bargaining unit position that has been vacant or temporarily occupied by Employees acting out of title for more than one hundred eighty (180) calendar days, the Employer shall notify the Union.

17.5. When the Employer permanently fills a position that has been temporarily occupied by Employee(s) acting out-of-title, the Department of Human Resources shall give due consideration to the Employee(s) who occupied the position in an acting out-of-title capacity.

Article 18. Attendance

18.1. An Employee should not have more than seven (7) occasions of unscheduled absence in any twelve (12) month period or rolling year.

18.2. An occasion is any period of continuous unscheduled absence which occurs for the same reason. The following are all examples of an occasion:

- An unscheduled absence of one day is recorded as one occasion.
- An unscheduled absence of consecutive work days for the same reason is one occasion.
- An unscheduled absence of non-consecutive work days within the same week or pay period for the same reason is one occasion.

18.3. Planned leave should be approved by the supervisor and arranged at least two (2)weeks in advance. Employees should notify their supervisor via email or phone text message at least one day (24 hours) before unplanned leave, or as soon as is practicable if advance notice is not possible. This will be considered scheduled leave.

18.4. If Employees demonstrate a pattern or excessive use of unscheduled leave, the Employee shall be subject to discipline according to the following schedule:

- 4th occasion: Verbal warning which shall be noted in the Employee's attendance record.
- 5th occasion: Employee counseled on attendance issues and issued a written reprimand.
- 6th occasion: Employee counseled on attendance issues and issued a second written reprimand.
- 7th occasion: Disciplinary action which may include probation, suspension, or termination.

Article 19. Temporary Employees

No Employee shall be required to remain in temporary Employee status for a period exceeding six (6) months.

Article 20. Hours of Work

20.1. The regular daily work shift for all full-time Employees is eight hours inclusive of a 40 minute unpaid meal period. A half day is 3 hours and 40 minutes.

20.2. Modified flex time or other variations from established schedules shall be subject to supervisor approval.

20.3. Employees must take meal periods and cannot use the time scheduled to reduce the work day.

20.4. Two relief periods (breaks) of 15 minutes each are permitted per 8-hour work day. Part-time staff must work at least 3 hours per day to be entitled to one (1) 15-minute break.

20.5. Assignment for Sunday work will be subject to the library's staffing needs and will be determined by the Chiefs of Central Library, Neighborhood Library Services and Facilities.

20.6. Employees will record arrival and departure times in Workday.

20.7.

20.7.1. Overtime is defined as time worked beyond the 8-hour work day or Sunday work. Overtime work must be approved by the Supervisor.

20.7.2. Call back is defined as a request to return to work after the end of the Employee's scheduled shift.

20.7.3. For non-exempt Employees, overtime or call back work shall be compensated at the rate of one-and-a-half times the Employee's straight time rate of pay, or at the rate of one-and-a-half hours of compensatory leave time. Employees may choose to be paid or to receive compensatory leave for overtime work.

20.7.4. Exempt Employees will receive compensatory leave for overtime work after a minimum of one (1) hour of overtime has been performed. Compensatory leave for exempt Employees is earned at the rate of one (1) hour of compensatory leave for each hour of overtime work.

20.7.5. For exempt Employees, the maximum accumulation is 400 hours of compensatory leave time. For non-exempt Employees, the maximum accumulation is 240 hours of compensatory leave time.

20.7.6. Exempt Employees will not receive payment for any accumulated compensatory time at separation or termination and they cannot use compensatory time on the date of termination. Non-exempt Employees, at the time of separation or termination of employment, receive full payment for all compensatory leave time.

Article 21. Successorship

This agreement shall be binding upon the parties hereto. In the event of a change in the Employer, this agreement shall be binding on the Employer's successor.

Article 22. Employee Assistance Program

22.1. Library Employees who are experiencing work performance or attendance problems due to professional or personal causes and who require the confidential services of a professional counselor are eligible for participation in Baltimore City's Employee Assistance Program (EAP). EAP is staffed by professional counselors who are prepared to:

A. Assist Employees to determine the nature and severity of their presenting problems.

B. If necessary, refer the Employee to appropriate and available treatment services.

C. With the consent of the Employee, work collaboratively with Library supervisors and the Human Resources Department in developing and implementing an Employee assistance plan or revised work plan.

22.2. Participation in EAP may be initiated by the Employee, or it may be recommended or directed by the Employee's supervisor or the Human Resources Department.

22.3. Self-initiation is arranged through the EAP Coordinator in the Human Resources Department who is responsible for scheduling and communication among the parties involved.

22.4. Referrals to EAP may be proposed by supervisors after consultation with the Employee or as part of a work improvement plan or corrective action. Supervisors should be factual in identifying an Employee's presenting problems such as performance or attendance issues but should refrain from diagnosing the personal or medical causes of such behavior.

22.5. All contact with EAP will be confidential except as provided in this Article.

22.*6.* In cases where the Employee and the Employer have entered into a voluntary Employee Assistance Program Participation Agreement in which the Employer agrees to defer discipline as a result of Employee participation in the Employee Assistance Program treatment program, the Employee shall be required to waive confidentiality by signing appropriate releases of information to the extent required to enable the Employee Assistance Program to provide the Employer with reports regarding compliance or non-compliance. In cases of supervisor referral to the Employee Assistance Program, records shall be released to the Employer solely in reference to the ability of the Employee to perform the job safely and effectively and or whether the Employees need to participate in the program. In addition, the Employer shall be informed of the Employee's compliance or noncompliance in the Employee Assistance Program.

22.7. Supervisors will not diagnose the cause of the job performance problems nor discuss opinions of such causes with other Employees. Counseling information or details of participation will not appear in the Employee's personnel folder of record. The only records kept in these circumstances are job performance and attendance data. No Employee shall have their job performance, job security, or promotional opportunity jeopardized for using the EAP.

22.8. Employees who self-initiate or who are referred to EAP by their supervisor or Human Resources will be granted time off with pay for the purpose of attending the initial evaluation interview. The schedule of subsequent appointments and use of the appropriate leave will be planned and mutually agreed upon by the supervisor and the Employee.

Article 23. Personnel Files

23.1. Official Personnel File

Only one (1) official personnel file shall be kept for each Employee at the appropriate personnel office. Records of previous discipline not found in the official personnel file cannot be used against an Employee in any future disciplinary proceeding. Grievances shall not be kept in the Employee's official personnel file. Employees shall be informed as to where their personnel file is maintained.

23.2. Access

An Employee and, with the Employee's written authorization, a representative(s) shall have the right to review their personnel files upon request with reasonable advance notice, for a reasonable period of time during normal business hours, with no loss of pay. Employees have the right to copy any documents in their file. The Employee may be required to assume reasonable costs of copying.

23.3. Notification

From the effective date of this memorandum, any derogatory material to be placed in an Employee's personnel file will be initialed and dated by the Employee and a copy provided to them. If the Employee refuses to sign, material shall be placed in the file with a note of the Employee's refusal. The Employee's initials indicate simply that they have seen the material and is not to be construed as agreement with its content. In addition, from the effective date of this Agreement, any derogatory material which is placed in an Employee's personnel file without following this procedure will be removed from the file and given to the Employee.

23.4. Anonymous Materials

Other than routine personnel forms, no anonymous materials shall be placed in an Employee's official personnel file, except where anonymous material is part of a completed investigation report.

23.5. Rebuttal

Employees shall have the right to respond in writing to any materials placed in their official personnel file. Any written response by the Employee shall be appended to the appropriate document.

23.6. Work Files

Supervisors may keep working files, but records of previous discipline not found in the official personnel file cannot be used against an Employee in any future disciplinary proceeding.

Article 24. Reasonable Accommodation

24.1. General Provisions

In a manner that is consistent with applicable law, the Employer provides reasonable accommodation to qualified Employees who have disabilities and can perform the essential functions of their job with or without reasonable accommodation. This section shall not be construed as a guarantee of a specific form of accommodation nor shall accommodation in one case establish a precedent for similar or dissimilar circumstances, since all accommodations will be determined in accordance with the specific functional abilities of the Employee in coordination with the requirements of the Employee's job. The interactive process shall be used to determine what, if any, reasonable accommodation will be made.

24.2. The Interactive Process

a. When an Employee requests reasonable accommodation for a disability or the Employer has reason to believe that a reasonable accommodation is needed, the parties will engage in the interactive process, which is a dialogue between the Employee and Human Resources representatives about possible options for reasonably accommodating the Employee's disability. Both the Employer and the Employee are expected to participate in the interactive process in good faith, which includes engaging in timely communications regarding possible reasonable accommodation.

   During the interactive process, the Employer considers information related to: the essential functions of the job; the Employee's functional limitations; possible accommodations; the reasonableness of possible accommodations; and issues related to the implementation of a reasonable accommodation, in accordance with applicable law. This information will be used by the Employer to determine what, if any, reasonable accommodation will be made. While the Employer will consider the Employee's suggestions regarding which accommodation(s) to implement, the Employer retains the right to choose among reasonable accommodations.

   The Employer will not implement an accommodation that would present an undue hardship in accordance with applicable law.

b. The Employer will process requests for reasonable accommodation and provide accommodations where reasonable in as short a time frame as reasonably possible. The parties recognize, however, that the time necessary to process a request will depend on the nature of the accommodation requested and whether the Employee has provided sufficient supporting information.

c. Should an Employee wish to receive an update as to the status of the Employee's request, the Employee may contact the assigned Employer representative. The Employer

representative will respond to the Employee's request for updated information in a timely manner.

d. If the Employer determines that the Employee cannot be reasonably accommodated in the Employee's current position, a search for an alternative vacant position for which the Employee is qualified with or without reasonable accommodation will be conducted without the requirement that the position be publicized.

24.3. Medical Documentation

Unless the disability and the need for accommodation are obvious, the Employer may ask the Employee for reasonable documentation about their disability and functional limitations. The Employer may require that an Employer-appointed licensed healthcare provider examine the Employee and/or confirm the documentation provided by the Employee. In such a case, the Employer shall pay the costs of the Employer-appointed health care provider.

Article 25. Safety and Health

25.1. The Employer agrees to comply with the federal Occupational Safety and Health Act (OSHA) and all other applicable federal, State and local laws and regulations, and departmental safety rules and regulations. All Employees shall comply with all safety rules and regulations established by the Employer.

25.2. In accordance with and subject to state laws, the OSHA and, to the extent legally valid, 29 CFR § 1977, occasions might arise when an Employee is confronted with a choice between not performing assigned tasks or subjecting themself to serious injury or death arising from a hazardous condition at the workplace. If the Employee, with no reasonable alternative, refuses in good faith to expose themself to the dangerous condition, they would be protected against subsequent discrimination. The condition causing the Employee's apprehension of death or injury must be of such a nature that a reasonable person, under the circumstances then confronting the Employee, would conclude that there is a real danger of death or serious injury and that there is insufficient time, due to the urgency of the situation, to eliminate the danger by resorting to regular statutory enforcement channels. In addition, in such circumstances, the Employee, where possible, must also have sought from their Employer, and been unable to obtain, a correction of the dangerous condition. This Section does not create any rights or obligations beyond the requirements of state laws, the OSHA and, to the extent legally valid, 29 CFR § 1977.

25.3. When the Employer becomes aware of a condition that poses a threat to the safety or health of Employees, the Employer shall make efforts to notify impacted Employees as soon as reasonably practicable. Employees exposed to hazardous conditions shall be provided PPE as required by law.

25.4. In order to provide a safe and healthful workplace, the system-wide Labor Management Committee (LMC) shall establish a Health and Safety Committee (HSC) at the request of the Union. The committee will be composed of no more than four (4) representatives appointed by the Union and four (4) representatives appointed by the Employer and will be co-chaired by a Union and Employer representative. No Union representative may serve on both the LMC and the HSC. Non-members of the HSC, including external subject matter experts, may be invited to attend committee meetings upon the mutual agreement of Union and Employer representatives. The HSC will meet quarterly. The parties may mutually agree to meet more or less often. No less than two (2) weeks prior to each scheduled HSC meeting, the parties shall exchange proposed agenda items, if any, as well as the names of their respective representatives for the meeting.

> *25.4.1.* Members of the Health and Safety Committee will be paid by the Employer while attending committee meetings, including travel time.

25.5. The Employer will provide all personal protective clothing and/or equipment that are required by applicable laws, regulations, and policies. Masks, gloves, and face shields will be available for Employees upon request. The Employer shall purchase non-prescription safety glasses for Employees who are required to wear them by the Employer. For Employees who wear prescription glasses, the Employer will provide safety glasses that fit over the Employee's prescription glasses.

25.6. The Employer will disseminate to Employees public health advisories received from the Baltimore City Health Department.

25.7. Ongoing CPR training will continue to be provided in accordance with current practice at Employer cost and during work time. The Employer will develop emergency facility evacuation plans and provide appropriate training, including fire drills. The Employer will also provide training on the use of NARCAN naloxone nasal spray in preventing overdoses.

25.8. In the event the Employer requires an Employee to handle asbestos in a manner that poses a risk to Employee health and safety, the Employer shall ensure that the Employee is provided proper training and personal protective equipment. When the Employer determines that an asbestos hazard exists, impacted Employees shall be promptly notified of the existence and location of the hazard.

25.9. The Employer will provide accommodations for pregnant Employees in accordance with and subject to the Pregnant Worker Fairness Act.

25.10. All Employees who are injured or who are involved in an accident during the course of their employment must fill out an accident report as soon as possible but not more than twenty-four (24) hours after the injury on forms furnished by the Employer. Employees involved in a motor vehicle accident while conducting the business of the Employer shall comply with Section 5.61(b) of the Staff Manual, The Employer may not unreasonably require the Employee to delay medical treatment for the purpose of filling out forms.

25.11. In the event of inclement weather (including weather-related hazardous conditions), the Employer's Inclement Weather Policy shall apply.

Article 26. Seniority and Layoff

26.1. The Employer and the Union recognize the principle of seniority as a factor in layoff and reemployment; and recognize the need of maintaining an efficient workforce. The application of seniority to promotions and transfers is addressed in Articles 28. Hiring and Promotion and 11. Transfers, respectively, of this Agreement. The application of seniority under this Article shall prevail where the principle does not conflict with any provision of applicable law, and where two or more Employees are qualified to do the work without further training, provided that probationary Employees are laid off before any part-time or full-time Employees are laid off in the impacted classification, and except as provided elsewhere in this Agreement. The determination that an Employee is qualified without further training will not be made arbitrarily and capriciously.

26.2. For the purpose of this Agreement, layoff shall include elimination of a position or multiple positions due to lack of work, budgetary reasons, and programmatic decisions (e.g, the Employer's decisions about which services to provide to the public).

26.3. In the event of a layoff, the Employer will provide the Union with notice no less than sixty (60) days in advance (unless circumstances require less notice), and will meet with the Union within one week after the notice is provided.

26.4. Seniority will not be affected by leave taken without pay of less than six (6) months. An Employee will lose their seniority in the event of a break in service of more than six (6) months or an involuntary discharge.

26.5. Seniority for part-time Employees will be based on actual hours worked. For purposes of calculating actual hours worked for part time Employees, forty (40) hours will equal seven (7) days of seniority.

26.6. Layoffs shall be implemented in the following order within a job classification: temporary Employees, probationary part-time Employees, probationary full-time Employees, part-time Employees, full-time Employees.

26.7. An Employee who has been identified for layoff shall be provided the following options, in descending order:

1. A vacant position in the Employee’s current job classification, if the Employer intends to fill such position.

2. A filled position held by the least senior Employee within the Employee’s current job classification.

3. A vacant position (if the Employer intends to fill such position) or a filled position held by the least senior Employee in a lower classification within the Employee's job series, in which the Employee has the skills and ability to perform the job.

26.8. Part-time Employees will be provided options to fill part-time positions only. Full-time Employees will be provided options to fill full-time positions only.

26.9. Employees will be provided five (5) business days to accept or decline a layoff option.

26.10. An Employee with twenty (20) years or more of continuous service may volunteer to be laid-off. The Employee must send a written request to the agency head asking that they be selected for layoff. If the agency head approves the request, the Employee must also meet the Employees' Retirement Systems (ERS) eligibility requirements.

26.11. Before an Employee's effective layoff date is scheduled, the Employee shall be entitled to convert to cash the Employee's earned vacation and personal leave. In either event, earned sick leave for the then current sick leave year shall be converted at the time of employment termination to cash payment on a one (1) for four (4) or three (3): basis consistent with the terms of the City's agreements with bargaining units representing similarly situated Employees and current policy.

26.12. The Employer will maintain a reemployment list for each job classification. Employees who are laid off, notified of layoff or took a demotion in lieu of layoff will have their name placed on the lists for the job classification from which they were laid off. An Employee will remain on the reemployment list for one (1) year from the effective date of the layoff action.

Article 27. Sub-Contracting

27.1. The Employer will not subcontract work for the purpose of evading its obligations under this Agreement. Employees 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. Subcontracting may be used to supplement the work performed by bargaining unit Employees and will not be used to erode the bargaining unit.

27.2. Provided the Employer is acting consistent with Section 27.1. above, the Employer has the right to contract out work if the Employer considers it appropriate in its sole discretion.

Article 28. Hiring and Promotions

28.1. Whenever a vacancy occurs, the Employer shall post internally and externally, for a minimum of seven (7) calendar days, a description of the vacancy. The posting description shall be dated and shall contain the name of the class, a general description of the duties, the work area of the position. A link to the posting will be emailed to the Union as soon as the vacancy is posted.

28.2. Employees may apply for a posted vacancy in accordance with the application procedures published by the Employer.

28.2.1. The Employer shall prioritize promoting the most senior internal candidates to higher classifications, when all interviewed applicants are equal on all other relevant factors including interview performance.

28.2.2. An applicant who completes the interview process, but is not selected to fill the vacant position, may request from Human Resources an explanation of the reason for not being selected.

28.3. Probationary Employees

New Employees will be subject to a one year probationary period. Probationary Employees shall be provided specific job performance expectations and informed as soon as practicable about specific areas of job performance which are not proving satisfactory. Probationary Employees shall be evaluated on the same schedule as other bargaining unit Employees. A probationary Employee may be subject to discipline, up to and including termination of employment, at the sole discretion of the Employer. Such discipline shall not be subject to challenge under the grievance and arbitration procedure.

Article 29. Vacation Leave

29.1. Pay for all vacation days will be based on the Employee's hourly rate of pay. Vacation leave will be front loaded to Employees at the beginning of each fiscal year. Vacation allowance is prorated for new Employees based on how far into the fiscal year they begin working and will not be available to use for thirty (30) days.

29.2. All Employees are allowed to carry a maximum of forty-five (45) Current Vacation Days. If an Employee's Current Vacation totals go over forty-five (45) days, the overage will be forfeited.

29.3. Individuals employed with the Library as of June 30, 2015 with unused vacation leave balances will have a Legacy Vacation Leave Account to store eligible Employees' unused days of leave. Eligible Employees will have all previously accumulated vacation leave transferred into this account on July 1, 2015. Employees shall not transfer any vacation leave accrued after June 30,2015 into the Legacy Vacation Leave Accounts. The leave may be taken through time off or paid (max 8 years annual allowance for MAPS; max 4 years annual allowance for CUBS) upon termination or retirement. Individuals beginning employment with the Library after June 30, 2015 shall not have a Legacy Vacation Leave Account.

29.4. Any holiday which falls within an Employee's vacation leave shall not be charged as a day of vacation. Employees on vacation leave on any day of early or emergency closing shall not be charged the full vacation leave they would have been charged if the early or emergency closing had not occurred. If an Employee is unexpectedly hospitalized or suffers prolonged illness while on vacation, sick leave may be substituted for vacation. Submission of a medical certificate is necessary.

29.5. Requests for vacation leave are subject to the approval of the supervisor, but may not be unreasonably denied. Vacation schedules, however, must meet the needs of the Library's operations and may be subject to rescheduling if the needs of the agency so require. Requests for vacation leave should be submitted as early as possible in accordance with departmental or divisional guidelines.

29.6. If the Employer requires an Employee to cancel a vacation after it is approved, the Employer will reimburse the Employee any mitigated expenses incurred by the Employee. Mitigated expenses are those that have actually been paid to a third party (prepaid expenses such as airline tickets, cruise ship tickets, hotel reservations, vehicle rentals, etc.) by the Employee prior to the Employer canceling the vacation and for which the Employee has sought the maximum refund, credit, or other cost reduction possible. Proof of actual expenses incurred, documentation of efforts to mitigate expenses, and documentation of refunds or credits may be required. The reimbursement of mitigated expenses shall be paid to the Employee no later than thirty (30) days from the date of submission of the claim, provided the Employer can validate the Employee's loss.

29.7. Those Employees who presently have more than forty-five (45) days accrued in their Legacy Vacation Account will be able to cash those days out at the end of employment, (up to a maximum of 8 years' worth of annual earnings for MAPS and 4 years' worth of annual earnings for CUBS) but will not be able to cash out any Current Vacation Days. If an Employee has more than forty-five (45) days accrued as of the effective date but uses the vacation days in the holding account so that they days decrease below the forty-five (45)-day cash out limit, the Employee will not be allowed to accrue more than 45 days at any time thereafter. Those Employees who have less than 45 days accrued in their Legacy Vacation account will be able to combine those days with their Current Vacation balance for a total vacation payout of no more than 45 vacation days.

29.8. Employees who are separated from Library service, regardless of reason, shall be paid in full as of their date of separation for any accumulated vacation (subject to the rest of this section), personal leave, or overtime, except in the case of bona fide indebtedness to the Employer. With respect to vacation, Employees shall be paid out only for the unused vacation that would have been accrued if vacation were accrued monthly instead of front-loaded. If an Employee who is separated from Library service during the year uses more vacation for the year than has been accrued, the Employee will be required to reimburse the Employer for such used vacation, The Employee will receive a record of all leave due to them upon their separation.

29.9. When an Employee dies, the Employee's legal heir(s) is entitled to payment for all unused vacation and/or personal leave time. If the Employee did not use extended sick leave in excess of the Employee's bonus entitlement within six (6) months of the Employee's date of death, the Employee's legal heir(s) is eligible to receive further payment equivalent to the Employee's vacation allowance for twelve (12) months. of service, if the Employee had not been on extended sick leave with pay within six (6) months of death.

29.10. Prior service shall be recognized in computing vacation entitlement of Employees who had permanent status at the time of layoff due to lack of work or lack of funds and who are subsequently reemployed.

29.11. Employees who are reemployed, except as defined in 29.10. above, following a break in service of one (1) year, shall be considered as new Employees for the purpose of computing vacation allowance.

29.12. Whenever Employees transfer from one (1) permanent Library position to another permanent Library position without a break in service the Employee shall be entitled to retain the Employee's vacation balance.

29.13. Employees may, when granted leave of absence for military service, utilize accrued vacation. If such vacation leave is not utilized, it shall be retained pending the Employee's return to Library service.

Article 30. Other Leave

30.1. Bereavement Leave

Four (4) work days leave with pay shall be granted upon request in the event of a death of an Employee's immediate family member or household member. The immediate family shall be considered as: child (including biological, adopted or foster child, stepchild), parent (including biological, adoptive, foster parent, step parent, or legal guardian of an Employee or the Employee's spouse or registered domestic partner) spouse, registered domestic partner, grandparent, grandchild, or sibling. A household member is defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term does not include persons sharing the same house when the living style is primarily that of a dormitory or commune. All permanent Employees are eligible to use bereavement leave. The four (4) days may be used consecutively or non-consecutively.

30.1.1. One (1) day's leave with pay will be authorized for the death of aunts, uncles, nieces, and nephews. This one (1) day of leave must be taken within four (4) calendar days of the date of death or on the day of the funeral of the relative if the funeral occurs more than four (4) days after the date of death.

30,1.2. Employees who require additional time off beyond these days may request and shall be granted additional reasonable time off charged to vacation or personal leave.

30.1.3. The Employer may ask for information to document a request for death leave due under this Article.

30.2. Jury Service and Appearing as a Court Witness

An Employee who is required to perform jury service in any court (City, Federal or County) shall be paid their regular salary. Part-time Employees required to perform jury service shall be compensated by the library in the amount of their regular rate of pay for regular scheduled work days lost provided that for part-time Employees who do not work a regular schedule, the work days lost shall be the average hours worked per workweek over the eight (8) weeks preceding the commencement of jury service. In the event that a part-time Employee's jury service falls on fewer than five (5) work days, the Employee may be required to work on the day(s) on which the Employee is not required to perform jury service, and such hours of work shall be deducted from that Employee's work days lost to jury service for that week. Employees shall notify their supervisor immediately with a copy of their summons. Any Employee who reports for jury duty and is dismissed shall report to work for the remainder of the working day.

30.2.1. An Employee summoned to appear as a witness in a court proceeding will ordinarily receive administrative leave.

30.4. Union Convention Leave

The Employer shall grant leave with pay to Employees officially designated as delegates to regularly scheduled Union conventions and conferences; provided that during any one (1) calendar year, not more than two (2) such Employees, who shall not be from the same work location, shall be granted such leave up to five (5) days, and no Employee shall be granted such leave more than once.

30.5. Military Training Leave

All Employees who are members of the organized militia of the Army, Navy, Air Force or Marine Reserves shall be entitled to leave of absence from their respective duties, without loss of pay, time or reduction in efficiency rating, on all days during which they shall be engaged in field or coast defense or other training ordered or authorized under any law of the United States, during such time as they are on annual inactive duty training, for a period not to exceed fifteen (15) working days in any calendar year; provided, however, if any members of the organized militia are ordered to active duty in the event of an emergency, they shall be entitled to leave of absence without loss of pay, time or efficiency rating for such time while actually serving under such active duty orders, in addition to the fifteen (15) working day period specified above.

30.6. Leave Without Pay (LWOP)

Upon application in writing any Employee who has completed their initial probationary period may be granted a leave of absence without pay, not to exceed one (1) year, for the reason of personal illness, illness in the immediate family or disability: Extensions of leaves of this nature shall be mutually agreed upon by the Employer and the Union. Employees must exhaust all accrued paid leaves before being eligible for LWOP.

30.6.1. After completing one (1) year of continuous service, any Employee, upon request and upon the approval of the Department of Human Resources, shall be granted a leave of absence without pay for educational purposes. The period of the leave of absence shall not exceed nine (9) months but may be extended or renewed upon the request of the Employees and with the concurrence of the Department of Human Resources. Leaves of absence for educational purposes shall not be granted more than once every three (3) years.

30.6.2. Prior creditable library service shall not be forfeited if an Employee is granted a leave of absence without pay. An Employee on a leave of absence without pay shall not lose any accrued leave or seniority while on such leave of absence.

30.7. Personal Leave

Personal leave is subject to supervisory approval and may be used for any purpose. Leave requests are to be made at least three working days in advance. Leave may be granted

on shorter notices at the discretion of the supervisor. Requests which would have a negative impact on the operation of the Employer may be denied. Employees on personal leave on any day of early closing shall be charged the full personal leave they would have been charged if the early closing had not occurred. Employees will not be paid for unused current personal leave when separated from Library service. If the Employee is in debt to the City, however, payment for personal leave will be withheld in an amount equal to the Employee's indebtedness.

30.7.1. Regular full-time Employees will receive four (4) personal leave days per year, to be front-loaded to Employees at the beginning of the fiscal year.

30.7.2. Personal days are prorated for new Employees based on how far into the fiscal year they begin working.

30.7.3. Employees are not allowed to carry over Personal Leave days. Any current Personal days that are not used by June 30th of each year will be forfeited.

Article 31. Wages

31.1. A one-time ratification bonus of $1,000 (one thousand dollars) shall be paid to each active Employee covered by this Agreement who is on payroll and in pay status as of the date that this Agreement is noted by the Board of Estimates. Payment shall be as soon as practicable following Board of Estimates notation.

31.2. No later than 30 days following BOE notation of FY26 agreements between the City of Baltimore and AFSCME (Locals 44, 558 and 2202), the Union and the Library shall commence bargaining over cost of living adjustments for FY2026 and FY2027.

31.3. No later than September 30, 2025, or 30 days following BOE notation of FY26 agreements between the City and AFSCME (Locals 44, 558 and 2202), whichever is sooner, a committee shall be formed comprised of representatives of the Employer, the Union, and the City, for the purpose of discussing a salary study to be conducted by the City's Department of Human Resources. The parties will discuss the classifications that should be included in the study (i.e., taking into consideration whether any classifications were covered by the City's current wage study for comparable classifications), which external comparators (other employers) and internal comparators (other City classifications) should be part of the study, and a reasonable timeline for completion of the study. Upon completion of the study, the parties shall bargain in good faith over the implementation of the study. Such bargaining shall be part of the COLA wage reopener negotiations for FY26 and/or FY27 provided the timing is reasonably practicable.

Article 32. Duration

This Agreement shall be effective from July 1, 2025 through June 30, 2027, unless otherwise stated herein. It shall automatically be renewed from year to year thereafter unless either party shall give to the other party written notice of a desire to terminate, modify or amend this Agreement. Such notice shall be given the other party in writing by registered mail no later than January 1 of the year involved.

Signed on this 24 day of September, 2025, in Baltimore, Maryland.

ENOCH PRATT FREE LIBRARY

Chad Helton
President & CEO

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 3 AND PRATT WORKERS UNITED

Patrick Moran, President,
AFSCME Maryland Council 3

ERIN KELLY

Jenny Ho, Assistant Director
Research and Collective Bargaining, AFSCME

DANIELLE WILLIAMS

Ronnie Carter

JOSIE BRECK

Jackson Curreri

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

9/26/25

Gary Gilkey, Esquire
Chief, Labor and Employment

NOTED BY THE BOARD OF ESTIMATES:

10/15/2025

Clerk Date

Side Letter- Payroll Errors

President Patrick Moran
AFSCME Council 3/Pratt Workers United
1410 Bush Street
Baltimore, Maryland 21230

Dear President Moran:

The parties agree to maintain the same terms and conditions regarding payroll errors as are in effect between the City and AFSCME Council 3 (Locals 44, 558, and 2202).

Sincerely,

_____
Chad Helton
President and CEO
Enoch Pratt Free Library

Accepted for AFSCME Council 3/Pratt Workers United

_____
Jenny Ho, Assistant Director
Research and Collective Bargaining, AFSCME

Side Letter- Sick Leave

President Patrick Moran
AFSCME Council 3/Pratt Workers United
1410 Bush Street
Baltimore, Maryland 21230

Dear President Moran:

The parties agree to maintain the status quo with respect to Sick Leave benefits for bargaining unit Employees.

Sincerely,

Chad Helton
President and CEO
Enoch Pratt Free Library

Accepted for AFSCME Council 3/Pratt Workers United

Jenny Ho, Assistant Director
Research and Collective Bargaining, AFSCME

Side Letter - Paid Family and Medical Leave

President Patrick Moran
AFSCME Council 3/Pratt Workers United
1410 Bush Street
Baltimore, Maryland 21230

Dear President Moran:

Upon request by either party, the Union and the Employer agree to negotiate the terms of a Paid Family and Medical Leave article after policy details and requirements relating to the Maryland Time to Care Act are made available.

Sincerely,

Chad Helton
President and CEO
Enoch Pratt Free Library

Accepted for AFSCME Council 3/Pratt Workers United

Jenny Ho, Assistant Director
Research and Collective Bargaining, AFSCME

Appendix A

00601 - Library Electrician Mechanic
00614 - Library Custodial Worker II
00625 - Library Bookmobile Operator
00631 - Driver Library
00634 - Library Carpenter
00635 - Service Assistant Library
00637 - Professional Assistant, Library
00643 - Media Producer Director I (Non-civil)
00654 - Library Associate II
00656 - Librarian I
00657 - Librarian II
00661 - Library Building Repairer
00667 - Library Custodial Worker Supervisor
00668 - Assistant Library Custodial Worker Supervisor
00672 - Library Security Officer
00681 - Library Audiovisual Technology
00696 - Library Donor Relation Planner
00697 - Library Program Specialist
00703 - Office Support Specialist II (Non-civil)
00704 - Office Support Specialist III (Non-civil)
00710 - Secretary II (Non-civil)
00711 - Secretary III (Non-civil)
00712 - Office Supervisor (Non-civil)
00731 - Training Assistant (Non-civil)
00856 - Purchasing Assistant (Non-civil)
01964 - Graphic Artist I (Non-civil)
01980 - Graphic Artist II (Non-civil)
07358 - Network Engineer (Non-civil)
10245 - Library Computer Systems Leader (Non-supervisory)
10257 - Agency IT Associate (Non-civil)
10258 - Agency IT Specialist I (Non-civil)
Digital Navigators
Peer Navigators (beginning with 2026 cohort)

Appendix B

AFSCME PRATT UNITED
FY2024 SALARY SCALE
EFFECTIVE 7/1/2023

Grade	Min	Mid	Max
5101	$51,577	$67,026	$82,476
5102	$54,666	$71,066	$87,465
5103	$64,413	$83,784	$103,155
5104	$69,284	$90,200	$111,116
5105	$73,682	$95,786	$117,891
5106	$78,315	$101,727	$125,139
5107	$84,376	$109,630	$134,883

Grade	Hire	Full Performance	Experienced	Senior	Long 1-5 (3%)	Long. 6 (2%)	Long . 7 (3%)
5000	$31,960	$32,556	$35,092	$35,635	$1,069.05	$712.70	$1,069.05
5001	$32,414	$33,042	$35,678	$36,233	$1,086.99	$724.66	$1,086.99
5002	$32,897	$33,557	$36,336	$36,898	$1,106.94	$737.96	$1,106.94
5003	$33,411	$34,096	$37,038	$37,611	$1,128.33	$752.22	$1,128.33
5004	$33,946	$34,679	$37,803	$38,387	$1,151.61	$767.74	$1,151.61
5005	$34,525	$35,315	$38,640	$39,244	$1,177.32	$784.88	$1,177.32
5006	$35,157	$36,034	$39,405	$40,024	$1,200.72	$800.48	$1,200.72
5007	$35,873	$36,843	$40,485	$41,119	$1,233.57	$822.38	$1,233.57
5008	$36,681	$37,591	$41,645	$42,300	$1,269.00	$846.00	$1,269.00
5009	$37,429	$38,672	$42,998	$43,697	$1,310.91	$873.94	$1,310.91
5010	$38,497	$39,829	$44,561	$45,286	$1,358.58	$905.72	$1,358.58
5011	$39,651	$41,154	$46,222	$46,976	$1,409.28	$939.52	$1,409.28
5012	$40,966	$42,590	$47,682	$48,457	$1,453.71	$969.14	$1,453.71
5013	$42,398	$44,169	$49,610	$50,423	$1,512.69	$1,008.46	$1,512.69
5014	$43,964	$45,548	$51,630	$52,470	$1,574.10	$1,049.40	$1,574.10
5015	$45,345	$47,383	$53,760	$54,638	$1,639.14	$1,092.76	$1,639.14
5016	$47,163	$49,307	$55,966	$56,888	$1,706.64	$1,137.76	$1,706.64
5017	$49,077	$51,326	$58,365	$59,324	$1,779.72	$1,186.48	$1,779.72
5018	$51,086	$53,436	$60,886	$61,894	$1,856.82	$1,237.88	$1,856.82
5019	$53,189	$55,714	$63,535	$64,577	$1,937.31	$1,291.54	$1,937.31
5020	$55,453	$58,110	$66,304	$67,397	$2,021.91	$1,347.94	$2,021.91
5021	$57,839	$60,625	$69,228	$70,371	$2,111.13	$1,407.42	$2,111.13
5022	$60,341	$63,253	$72,285	$73,474	$2,204.22	$1,469.48	$2,204.22
5023	$62,954	$66,036	$75,511	$76,762	$2,302.86	$1,535.24	$2,302.86
5024	$65,724	$68,937	$78,879	$80,183	$2,405.49	$1,603.66	$2,405.49
5025	$68,612	$71,999	$82,319	$83,682	$2,510.46	$1,673.64	$2,510.46

AFSCME PRATT UNITED
FY2025 SALARY SCALE
EFFECTIVE 7/1/2024

Grade	Min	Mid	Max
5101	$53,898	$70,042	$86,187
5102	$57,126	$74,264	$91,401
5103	$67,312	$87,554	$107,797
5104	$72,402	$94,259	$116,116
5105	$76,998	$100,096	$123,196
5106	$81,839	$106,305	$130,770
5107	$88,173	$114,563	$140,953

Grade	Hire	Full Performance	Experienced	Senior	Long 1-5 (3%)	Long. 6 (2%)	Long . 7 (3%)
5000	$33,398	$34,021	$36,671	$37,239	$1,117.17	$744.78	$1,117.17
5001	$33,873	$34,529	$37,284	$37,863	$1,135.89	$757.26	$1,135.89
5002	$34,377	$35,067	$37,971	$38,558	$1,156.74	$771.16	$1,156.74
5003	$34,914	$35,630	$38,705	$39,303	$1,179.09	$786.06	$1,179.09
5004	$35,474	$36,240	$39,504	$40,114	$1,203.42	$802.28	$1,203.42
5005	$36,079	$36,904	$40,379	$41,010	$1,230.30	$820.20	$1,230.30
5006	$36,739	$37,656	$41,178	$41,825	$1,254.75	$836.50	$1,254.75
5007	$37,487	$38,501	$42,307	$42,969	$1,289.07	$859.38	$1,289.07
5008	$38,332	$39,283	$43,519	$44,204	$1,326.12	$884.08	$1,326.12
5009	$39,113	$40,412	$44,933	$45,663	$1,369.89	$913.26	$1,369.89
5010	$40,229	$41,621	$46,566	$47,324	$1,419.72	$946.48	$1,419.72
5011	$41,435	$43,006	$48,302	$49,090	$1,472.70	$981.80	$1,472.70
5012	$42,809	$44,507	$49,828	$50,638	$1,519.14	$1,012.76	$1,519.14
5013	$44,306	$46,157	$51,842	$52,692	$1,580.76	$1,053.84	$1,580.76
5014	$45,942	$47,598	$53,953	$54,831	$1,644.93	$1,096.62	$1,644.93
5015	$47,386	$49,515	$56,179	$57,097	$1,712.91	$1,141.94	$1,712.91
5016	$49,285	$51,526	$58,484	$59,448	$1,783.44	$1,188.96	$1,783.44
5017	$51,285	$53,636	$60,991	$61,994	$1,859.82	$1,239.88	$1,859.82
5018	$53,385	$55,841	$63,626	$64,679	$1,940.37	$1,293.58	$1,940.37
5019	$55,583	$58,221	$66,394	$67,483	$2,024.49	$1,349.66	$2,024.49
5020	$57,948	$60,725	$69,288	$70,430	$2,112.90	$1,408.60	$2,112.90
5021	$60,442	$63,353	$72,343	$73,538	$2,206.14	$1,470.76	$2,206.14
5022	$63,056	$66,099	$75,538	$76,780	$2,303.40	$1,535.60	$2,303.40
5023	$65,787	$69,008	$78,909	$80,216	$2,406.48	$1,604.32	$2,406.48
5024	$68,682	$72,039	$82,429	$83,791	$2,513.73	$1,675.82	$2,513.73
5025	$71,700	$75,239	$86,023	$87,448	$2,623.44	$1,748.96	$2,623.44