

Collective Bargaining Agreement

between

Anne Arundel County Public Library

and

American Federation of State, County & Municipal

Employees, Maryland, Council 3

Supervisory Employee Unit

**July 1, 2025 – June 30, 2027**

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This Collective Bargaining Agreement is made and entered into by Anne Arundel County Public Library (the “Library” or “Employer”) and American Federation of State, County & Municipal Employees, Maryland, Council 3 (the “Union”) on behalf of the Supervisory Employee Bargaining Unit. Unless otherwise specified, references to “employees” or an “employee” refer to employees or an employee who is a member of the Supervisory Employee Bargaining Unit as described in Article 1.

### **Witnesseth**

In consideration of the mutual promises contained in this Collective Bargaining Agreement (the “Agreement”), and for other good and valuable consideration, Library and Union agree as follows:

### **Article 1 - Recognition**

The American Federation of State, County & Municipal Employees, Maryland, Council 3, consistent with the Certification of Representation issued on August 29, 2024, is the exclusive representative of the Anne Arundel County Library employee bargaining unit (Supervisory), which includes the following full-time and part-time job titles: cataloging librarian; circulation supervisor; collection development librarian; librarian; maintenance supervisor; programming & outreach coordinator; public services specialist; assistant branch manager I; digital experience assistant manager; and cataloguing specialist. All volunteers, temporary employees with less than 90 days of service in a 12-month period, non-supervisory, confidential, and management employees are excluded from the bargaining unit.

### **Article 2 - Non-Discrimination**

#### **Section A –**

The Library and the Union shall apply the provisions of this Agreement to all employees without discrimination because of race (including traits associated with race, such as hair texture, afro hairstyles, or protective hairstyles), color, religion, sex (including pregnancy), age, national origin, marital status, sexual orientation, gender identity, genetic information, military status, disability, or any other factor protected by applicable law.

#### **Section B – Employee Activity**

The Parties shall not discriminate against any employee as a result of the employee’s choice to engage, or not engage, in protected concerted activities, including membership or other lawful activities on behalf of the Union under Title 23, Section 9, Public Librarians – Collective Bargaining, of the Education Article of the Maryland Code.

#### **Section C – Unfair Labor Practices**

The Parties agree that they shall not commit unfair labor practices as defined by Sections 23-911(b) and (c) of the Education Article of the Maryland Code. Violations of this subsection may be grieved and brought to arbitration pursuant to Article 18 (Grievance and Arbitration Procedure).

## **Section D – Language Construction**

The parties have attempted to draft the language of the CBA in a gender-neutral manner. Whenever gender is specified, it shall be construed to include employees of any gender identity.

## **Article 3 - Union Rights**

### **Section A**

The Library shall furnish to the Union, on a monthly basis and in a searchable electronic format, a listing of all employees in the bargaining unit. Said listing will include the employee's: name, position classification, department, date of hire, home address, home/cell telephone number (if available), work e-mail address, position identification number or similar code, salary, dues deduction status, P.E.O.P.L.E. deduction status, race, and gender.

### **Section B**

Non-employee representatives of the Union shall be permitted access to the workplace for the purpose of determining that the Agreement is being observed, for the adjustment of grievances, labor-management meetings, new employee orientation, or any other reasonable and appropriate purpose. Union representatives agree to conduct themselves professionally and communicate their need to access Library facilities as far in advance as possible, but no less than 48 hours unless the need for access is unforeseeable. If requested timely and for a proper purpose, access to the workplace shall not be unreasonably denied. The Library shall not deny Union representatives access to break rooms or other common areas where employees congregate. Employees covered by this Agreement may be spoken to by representatives of the Union, but only during their non-work time and in accordance with the Library's generally applicable rules for public conduct. Union representatives may not be prohibited from accessing any workplace which is open to the public during normal operating hours. Union representatives shall not interfere with or interrupt normal Library operations.

### **Section C**

The Union may request and reserve (if available) access to publicly-available common space such as conference rooms, study rooms, or collaboration spaces for the purposes of Union business or activities.

### **Section D**

The Union will be permitted thirty (30) minutes with new hires in the bargaining unit during new employee orientation to introduce them to the Union. The Library shall notify the Union no later than seven (7) days before a new employee orientation will be taking place, and shall notify the Union of the names and job classifications of the new bargaining unit employees. Up to one Union employee and one Union non-employee representative will be permitted access, during work hours, for the purpose of this Section. A Union employee who needs to travel to represent the Union during new employee orientation may request and receive reasonable paid Release Time for travel and the meeting.

## **Section E – Union Business Leave**

1. The Library shall approve unpaid leave for three (3) bargaining unit members each to attend Union International and Council conventions. The Library will be notified in writing of the names of the attendees thirty (30) days prior to the start of the absence. Employees may request to use accrued leave or the Union Leave Bank (as described below) to receive pay in lieu of unpaid time off.
2. The Library shall approve paid Release Time for successor contract negotiations for up to 6 members (in total from the two represented units) of the Union's negotiating team for joint bargaining negotiation sessions and (if needed) one hour before and one hour after each scheduled negotiating session. Negotiation committee members may request to use their accrued leave or request time off in an unpaid status if additional meeting time is needed. Members must request to use Release Time through the normal leave scheduling procedures at least 48 hours in advance of the need for leave. Release Time will not be counted as hours of work for the purpose of calculating an employee's eligibility for overtime pay.
3. The Library shall permit Union Officers, Stewards, and Representatives to use paid Release Time without drawing down the Union Leave Bank (as described below) for the purpose of attending mutually-scheduled meetings with the Library, including Labor-Management Committee meetings, serving as a member-requested Union representative at disciplinary meetings and investigations, and attending joint meetings related to grievances. For all other union business related to administering this Agreement, including for union-related trainings/meetings such as steward training, executive board training, and Local President meetings, the Library shall provide a paid leave bank (the "Union Leave Bank"). For FY2026, the Union Leave bank shall contain two hundred (200) hours. For subsequent years, beginning July 1<sup>st</sup> of each fiscal year, the Union Leave Bank shall contain one hundred (100) hours. Any excess in the Union Leave Bank at the end of the fiscal year shall not carry over to the next year. To the greatest extent possible, this leave must be approved and communicated through the normal scheduling procedures at least 48 hours in advance. Leave taken from the Union Leave Bank will not be counted as hours of work for the purpose of calculating an employee's eligibility for overtime pay.

## **Section F**

The Library agrees to provide bulletin boards in agreed upon non-public areas of each facility for use by the Union. If the Library believes a Union posting to be inappropriate, it will notify the Union and the Parties will meet and confer regarding appropriate next steps.

## **Section G**

The Union is authorized to use Library email, interbranch mail, and phone systems to communicate with members, subject to the Library's Workplace Electronic Systems Use Policy and other related policies. The Library retains ownership of all communications made on/through its systems. The

Library may access or disclose communications when required by law, for use in litigation or administrative hearings, for use in investigations, or for other proper business or governmental purposes.

#### **Article 4 - Management Rights**

##### **Section A**

It is the exclusive right of the Library to:

1. Determine the purposes and objectives of each of its constituent offices and departments;
2. Set standards of services to be offered to the public;
3. Exercise control and discretion over its organization and operations; and
4. Determine the methods, means, personnel, and other resources by which the employer's operations are to be conducted, including:
  - i. The use of volunteers; and
  - ii. The contracting out of work if considered necessary.

##### **Section B**

Subject to applicable provisions of the Agreement and in accordance with the Anne Arundel County Charter and other applicable laws, the Library may:

1. Direct its employees;
2. Hire, promote, transfer, assign, or retain employees;
3. Establish reasonable work rules; and
4. Demote, suspend, discharge, or take any other disciplinary action against its employees for just cause.

##### **Section C**

This Article may not be construed to deny the right of an employee to submit a grievance with regard to the Library's exercise of its rights under this Article.

##### **Section D**

Except as otherwise provided by law, this Agreement supersedes any conflicting regulation or administrative policy of the Library.

## **Article 5 - Dues Deduction**

### **Section A**

The Library automatically shall deduct from the paycheck of an employee who is a member of the bargaining unit represented by the Union dues authorized and owed by the employee to the Union if the employee submits to the Library a dues deduction authorization that has been duly executed, by the employee. The Library shall cease making deductions in the event that the employee revokes the authorization for payments to the Union in accordance with the procedures in a dues deduction authorization, consistent with applicable law.

### **Section B**

The Union shall notify the Library at least thirty (30) days prior to any change in the amount of Union dues.

### **Section C**

Any dues deducted from paychecks under Section A of this Article shall be remitted to the Union in aggregate on a monthly basis.

### **Section D**

The Library 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 Library 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 shall be forwarded to the Union on a monthly basis.

### **Section E**

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 for the purpose of complying with any of the provisions of this Article, and the Union assumes full responsibility for the disposition of the funds deducted under this Article as soon as they have been remitted by the Library to the Union. Further, the Library shall have no responsibility to resolve disputes between the Union and represented employees concerning Union membership, dues deduction, or P.E.O.P.L.E. deduction.

## **Article 6 - Labor Management Committee**

### **Section A**

The Union and the Library agree to form a standing Joint Labor Management Committee which shall meet for the purposes of studying appropriate issues and addressing matters of concern including but not limited to discussion on implementation and general administration of this Agreement, discussion of matters of mutual concern, and a general sharing of information between

the parties. Issues of workplace and employee safety shall not be a major topic of discussion at Committee meetings, as such topics should be raised as soon as practicable by either party.

## **Section B**

Absent agreement by the parties, the Committee will consist of no more than four (4) representatives in total from the two represented units (three (3) selected by the Non-Supervisory Unit and one (1) selected by the Supervisory Unit) and no more than four (4) members from the Library. The Committee will be co-chaired by one (1) member from the Union and one (1) member from the Library. Each party may designate four (4) alternates.

## **Section C**

Committee persons will be selected by each side respectively. Each party has the right to select, appoint, remove, and substitute their own designees to the Committee.

## **Section D**

The Committee may not change the Agreement. Discussions of the Committee are not considered negotiations and will not be subject to the impasse procedures under Maryland Code, Educ., § 23-901 *et seq.*

## **Section E**

The Committee shall not have the power to adjust any pending grievance.

## **Section F**

The Committee shall meet not less than quarterly. The Committee may mutually agree to schedule additional meetings if needed (including by scheduling separate meetings for the two units). The Committee may also agree to dedicate time before or time after a regularly scheduled labor management committee meeting to discuss concerns which affect only one bargaining unit. Meetings may be cancelled upon mutual agreement of the parties if there are no items for discussion.

# **Article 7 - Personnel Records**

## **Section A**

The Library shall maintain one or more official personnel files for each member employee. The Library may retain and store records in various formats, including as electronically imaged documents. The existence of an official Library personnel file does not preclude individual supervisors from maintaining employee records as necessary for supervisory purposes.

## **Section B**

By appointment with Library Human Resources, employees will be permitted to examine their personnel file at Headquarters in the Human Resources Office during business hours within a



reasonable time after a written request has been made. The Library retains the right to require that the examination take place in the presence of a member of the Human Resources staff.

### **Section C**

Access to an employee's personnel file will be restricted to those persons required to use the record to conduct official personnel business and payroll processing, or as otherwise required by law.

### **Section D**

Employees may request to have information such as professional certifications and academic achievements placed in their file by providing a copy to Library Human Resources.

### **Section E**

Before disciplinary information is placed in the Human Resources personnel file, the employee will be given the opportunity to acknowledge that they have reviewed such material by affixing their signature on the copy to be filed. Signatures by employees merely indicate that they have read the material to be filed and does not signify that they agree with the content. If an employee refuses to sign after being offered the opportunity to do so, the Library will make a note that the employee was presented with the information and refused to sign it before placing the document in the employee's file. An employee may submit a rebuttal to an oral warning and the rebuttal shall be placed in the employee's personnel file.

### **Section F**

An employee may submit a written response to an annual evaluation and the response shall be placed in the employee's personnel file.

### **Section G**

An employee may request the removal of records from their personnel file that they believe to be irrelevant or erroneous information. If the Library denies the employee's request to remove the record(s), the employee may file a written rebuttal statement to be placed in their personnel file with the record. Any request processed under this policy will be in compliance with all applicable records retention laws.

### **Section H**

Employees will have the right to have a Union representative present during their review of their personnel file. The Union representative may not remove or change material in the personnel file.

### **Section I**

The Union will have the right to review and/or obtain copies of relevant information from a bargaining unit members' personnel file when such review is necessary during the course of grievance and/or arbitration investigation, preparation, and representation, when the Union provides the Library with that employee's written authorization. Access to the files will be

provided within a reasonable amount of time after receipt of the written request by Library Human Resources.

## **Section J**

The Library shall restrict access to any medical documentation of employees to those persons with a need for access for the purposes of relevant leave or accommodation administration, or as otherwise required by law.

## **Article 8 - Seniority**

### **Section A**

For the purpose of this Agreement, seniority is defined as the length of uninterrupted service with the Library beginning at the employee's hire date as a career employee. If the employee was previously a PTH employee who accepted a career position, the Library will credit them for their seniority for PTH service at fifty percent (50%) of the actual years of PTH service, up to a maximum of five (5) years of seniority.

### **Section B**

Service will only be interrupted by a resignation, retirement, termination for just cause, or job abandonment. For the purposes of this Agreement, job abandonment shall be considered an absence for three (3) consecutive scheduled work days without notifying the Library before or during the absence, unless there are mitigating circumstances.

### **Section C**

Seniority will continue to accrue during all periods of approved leave, up to a maximum of twelve (12) consecutive months.

## **Article 9 - Employee Compensation**

### **Section A – Wages**

1. Effective the first full pay period on or after July 1, 2025, certain employees affected by recent wage compression related to the introduction of the Library Associate II position will be granted a one-time compensation adjustment, as agreed upon by the Parties.
2. Effective the first full pay period on or after July 1, 2025, employees shall receive a three percent (3%) increase in pay, not to exceed the maximum for the grade of Pay Schedule A of Appendix I. Pay Schedule A represents an increase to the minimum and maximum pay rate of three percent (3%).
3. Effective the first full pay period on or after July 1, 2026, employees shall receive a three percent (3%) increase in pay, not to exceed the maximum for the grade of

Pay Schedule B of Appendix I. Pay Schedule B represents an increase to the minimum and maximum pay rate of three percent (3%).

### **Section B – Merit Pay Advancement**

For Fiscal Year 2026 and Fiscal Year 2027, employees who achieve a review of “achieves standards” or higher shall receive merit pay advancement in accordance with Appendix I and Section A. An eligible employee shall receive a three percent (3%) increase in pay not to exceed the maximum pay for the grade.

An employee shall receive the merit pay advancement on the pay period on or after the employee’s anniversary date of hire. An employee on extended leave shall receive consideration for merit pay advancement if they worked at least 6 months of the year preceding their anniversary date.

### **Section C – Sunday Premium Pay**

1. **Non-Exempt Employees.** Non-exempt employees who are scheduled to work on a Sunday shall receive the following pay structure:
  - (i) The first 1.5 hours worked shall be paid at the employee’s regular straight-time rate, unless the employee has already worked 40 or more hours in the workweek, in which case the first 1.5 hours shall be paid at one and one-half (1.5) times the employee’s regular rate of pay.
  - (ii) Any hours worked on Sunday beyond 1.5 hours shall be paid at two (2) times the employee’s regular hourly rate.
2. **Exempt Employees** Exempt employees required to work on a Sunday shall receive a stipend of \$250.00 per Sunday worked.
3. **Person in Charge (PIC) Premium.** An employee designated as the “Person in Charge” on a Sunday shall receive an additional stipend of \$40.00 for that shift, in addition to any applicable Sunday premium pay from Subsections 1 or 2 above.
4. **BCT Sunday Cleaning Service.** Building Care Technicians who perform additional work in preparation for a Sunday opening will receive a minimum of 3 hours of pay at two (2) times the employee’s regular rate of pay.

### **Section D – On Call Pay Premium**

Information Technology (IT) and Maintenance employees assigned to on-call status on a Saturday or Sunday outside of their regularly scheduled work hours shall receive a minimum of 2.5 hours of pay per day at one and one-half (1.5) times their regular hourly rate, regardless of whether they are called on to perform work during the on-call shift. On-call employees must be available to respond to work-related issues within a reasonable timeframe as determined by the Library. Time worked while on-call will be paid in addition to this On Call Pay Premium in accordance with the Library’s Overtime/Compensatory Time policy.

## Section E

1. **Call Back Pay.** Call back pay applies to Information Technology (IT), Maintenance, and Building Care Technician (BCT) employees who are called upon to physically report to a work location outside of their regular schedule. Employees called back to work shall receive a minimum of four (4) hours of pay at one and one-half (1.5) times their regular hourly rate, even if their actual work time is less than four hours. If the actual time worked exceeds four hours, the employee shall be compensated for additional hours worked in accordance with the Library's Overtime/Compensatory Time policy.
2. **Travel Time and Mileage During Call Back.** Travel time from their home to the call-back location for employees who are called back to work shall be considered compensable and shall be compensated in accordance with Subsection 1 above. Employees who are called back to work may be reimbursed for mileage from their home to the call back location at the IRS-approved mileage reimbursement rate.

## Section F – Emergency Response Pay

The Library recognizes that employees may be required to respond to emergency incidents which are troubling or distressing in the course of their duties. To support employee well-being and recovery, employees who are directly involved in or have personally handled any of the following qualifying incidents may request the benefits described in this Section F:

- **Life-Threatening or Fatal Incidents.** Incidents involving death or a life-threatening emergency affecting staff or customers. Examples include administration of Narcan, use of an AED, or performing CPR in response to a medical emergency. Dispensing Narcan through a vending machine without administering the drug does not qualify as a life-threatening situation. In the event of a life-threatening or fatal incident under this section, first responders must be called to the scene.
- **Physical Assault.** Any physical assault against an employee that is reported to the police.
- **Weapons and Threats.** Any incident where a weapon is brandished or credible threats are made against an employee, if the incident or threats are reported to the police.

Employees may request up to 2 days of administrative leave with pay immediately following the qualifying incident. Employees may also receive reimbursement for up to 2 visits with a qualified counselor following a qualifying incident. The Library will reimburse the out-of-pocket costs for counseling after insurance is applied (if applicable). Employees should submit requests for counseling reimbursement to Human Resources within 30 calendar days of the incident.

## **Section G – Pay on Promotion**

An employee who is promoted within the bargaining unit to a higher grade shall receive a 7.5% increase above the employee's current rate of pay not to exceed the maximum of the new grade range, or to the minimum pay of the new grade if after the 7.5% calculation the salary falls below the minimum. An employee who is promoted within the bargaining unit by two or more grades shall receive a 15% increase above the employee's current rate of pay not to exceed the maximum of the new grade, or to the minimum pay of the new grade if after the 15% calculation the salary falls below the minimum.

The pay of an employee who is demoted at the employee's own request or for cause shall be reduced by either 7.5% (for a demotion of one grade) or 15% (for a demotion of two or more grades), provided that the employee's salary shall not exceed the top of the new grade or fall below the minimum of the new grade.

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

## **Section H – Contingent on Financial Approval**

It is understood that the Library will submit the financial terms of this Collective Bargaining Agreement to the County Executive, who will, at their discretion, include such terms in their budget submission to the County Council. In accordance with Md. Code Educ. § 23-910, the County Council may approve or reject the request for funds necessary to effectuate this Agreement in whole or in part.

## **Section I - Detail Pay**

1. Employees who have completed their probationary periods and who are temporarily assigned to fill in for an employee on an extended leave of absence or fill a vacant position in a higher pay grade than their regular pay grade ("detailed") for a period of at least two (2) consecutive months shall be paid, retroactive to the start of the detail, for all hours worked in such higher pay grade at either five percent (5%) above the employee's base rate of pay or the minimum rate for the higher pay grade, whichever is greater.
2. An employee shall not be required to work a detail for a period of more than one hundred twenty (120) consecutive calendar days.
3. The Library shall not place and replace employees in a detail status to extend the period of the detail to cover a specific position for a total of more than one hundred eighty (180) calendar days per fiscal year.

## Article 10 - Leave

### **Section A – Holidays Recognized and Observed**

1. **Holidays.** The Library recognizes the following as paid holidays for eligible employees:

New Year's Day (January 1)  
Martin Luther King Jr.'s Birthday (Third Monday in January)  
Memorial Day (Last Monday in May)  
Juneteenth (June 19)  
Independence Day (July 4)  
Labor Day (First Monday in September)  
Thanksgiving Day  
Recognition of Native Heritage Month (Friday After Thanksgiving)  
Christmas Eve Day  
Christmas Day

2. **Observation.** Holidays will be observed on the dates on which they fall, subject to the following exceptions: Whenever any holiday listed above falls on a Saturday, the preceding Friday will be observed as the holiday. Whenever any holiday listed above falls on a Sunday, the following Monday will be observed as the holiday.
3. **Eligibility.** Career employees (full time and part time) are eligible to receive pay for the holidays listed above. Career full time employees are entitled to 7.5 or 8 hours (as applicable to their position) of holiday pay for each designated holiday. Career part time employees are entitled to 3.75 hours of holiday pay for each designated holiday.
4. **Failure to Report.** In order to receive holiday pay, the employee must work on their last regularly scheduled workday immediately preceding and immediately following the holiday, or be on an authorized paid leave.

### **Section B – Annual Leave**

1. **Eligibility.** Career employees (full time and part time) are eligible to receive paid annual leave. Employees begins accruing annual leave on the employee's first day of employment. An employee may not take annual leave during the employee's first two (2) months of employment.
2. **Accrual Rate.** Eligible employees accrue annual leave as follows:

<b>Regular Schedule Per Week</b>	<b>Hours Accrued Per Week</b>	<b>Maximum Hours Accrued Per Year</b>	<b>Maximum Carryover Total</b>
40	3.07	160	280

37.5	2.88	150	280
20	1.53	80	140
18.75	1.44	75	140

3. **Request for Leave.** Leave must be requested and approved at the branch/department level. Standards and procedures for requesting leave, such as required notice periods, are established at the discretion of the Branch Manager/Department Head and may vary as necessary to fulfill the needs of the branch/department. Annual leave may be taken in minimum increments of 15 minutes, but is not intended to be used every day or every week so as to shorten an employee's daily or weekly work schedule in a regular, routine way throughout the year.
4. **Carryover and Payout.** Annual leave beyond the maximum carryover total will be forfeit without pay on January 1<sup>st</sup> of each calendar year. Upon separation from the Library, an employee will be paid for any unused annual leave that the employee has accrued, up to the maximum carryover total.

### Section C – Personal Leave

1. **Eligibility.** Career employees (full time and part time) are eligible to receive paid personal leave. Eligible employees receive seven (7) days per calendar year of personal leave on January 1<sup>st</sup> of each calendar year. Career full time employees are entitled to 7.5 or 8 hour (as applicable to their position) personal leave days. Career part time employees are entitled to 3.75 hour personal leave days. An eligible employee who starts working after June 30 will be credited with four (4) personal leave days for the year. An eligible employee who starts working after October 1 will be credited with one (1) personal leave for the year.
2. **Use of Leave.** Approval must be obtained from the employee's supervisor at least 24 hours in advance to use six (6) of the personal leave days. One (1) personal leave day per calendar year can be taken with no advance notice. A maximum of two days of personal leave will be approved during the last two weeks of employment. Personal leave must be taken in full day increments. Eligible part time employees may want to use personal leave on a day that they are scheduled to work 7.5 hours; they can use two personal leave days to take off the entire shift.
3. **Carryover.** Unused personal leave is converted to accumulated sick leave at the end of each calendar year and may be carried over in accordance with the Library's sick leave policies and practices. Personal leave days not taken when an employee resigns or retires are lost without pay.

## Section D – Paid Sick Leave

1. **Accrual Rate.** Career employees (full time and part time) are eligible to receive paid sick leave. Eligible employees will earn paid sick leave as follows:

Regular Schedule Per Week	Hours Accrued Per Week	Hours Accrued Per Year
40	2.30	120
37.5	2.16	112.5
20	1.15	60
18.75	1.08	56.25

Career employees who work different regular schedules per week will earn sick leave proportionate to their weekly hours.

2. **Maximum Accumulation and Carryover.** Unused sick leave for employees will be cumulative and carry over from year to year without limitation.
3. **Usage Intervals.** Employees may take paid sick leave in increments of no less than 15 minutes.
4. **Requesting Paid Sick Leave.** Employee requests to use sick leave must be made in accordance with Library policies, as may be amended from time to time. If the need to use sick leave is foreseeable (for example a scheduled doctor's appointment), the employee must request leave prior to leave use. If the need to use leave is not foreseeable, the employee must provide notice as soon as practicable.
5. **Employer Verification.** Generally, the Library will not require supporting medical documentation for an absence of three (3) consecutive workdays or less. However, when the Library suspects that an employee is engaging in sick leave abuse or an improper use of sick leave (such as a pattern of using sick leave when annual leave is denied, etc.), the Library may require the employee to verify subsequent sick leave use.
6. **Payout.** Upon separation from the Library, all accrued paid sick leave is forfeited without pay, subject to the following exceptions:
  - i. Sick leave that qualifies as part of the employee's retirement benefit;
  - ii. If the employee leaves employment with the Library for a position with another Maryland State-aided library or school, the sick leave balance can be reported to the new library or school; or



- iii. An employee who resigns and subsequently returns to a career full time or career part time position within two (2) years will have their prior sick leave balance restored provided they have not received credit for this leave elsewhere.

## **Section E – Bereavement Leave**

### **1. Career Full Time and Part Time Employees.**

- i. In the event of the death of a spouse, parent, child, brother, sister, spouse's parent, child's spouse, step-parent, step-child, step-brother, step-sister, or in the case of death of any person who was residing on a regular basis as a member of the employee's household at the time of their death, employees may request to take up to 5 days of paid leave for bereavement activities.
- ii. In the event of the death of a grandparent or grandchild, employees may request to take up to 3 days of paid leave for bereavement activities.
- iii. In the event of the death of another family member (aunt, uncle, niece, nephew, brother-in-law, or sister-in-law) employees may request to take up to 1 day of paid leave for bereavement activities.
- iv. A "day" of leave for career full-time employees is credited at 7.5 or 8 hours (as applicable to the position) per day. A "day" of leave for career part-time employees is credited at 3.75 hours per day.

- 2. **Part Time Hourly (PTH) Employees and Pages.** PTH employees shall be entitled to up to 18.75 hours of paid leave in the event of the death of an individual outlined in Section E.1(i) above. PTH employees shall be entitled to up to 11.25 hours of paid leave in the event of the death of an individual outlined in Section E.1(ii) above. PTH employees shall be entitled to up to one shift of paid leave for hours scheduled that day in the event of the death of an individual outlined in Section E.1(iii) above. Paid bereavement leave for PTH employees must be used for scheduled shifts within the two weeks following the death of the individual. Thereafter, PTH employees may request to be removed from the schedule if they need additional time off for bereavement activities.

- 3. **Documentation Required.** An employee should notify their immediate supervisor as soon as practicable after learning of the need for the bereavement leave. The Library may request that an employee provide the name of the deceased, the relationship to the employee, the date of the death, and other documentation which substantiates the need for leave.

## **Article 11 - Benefits**

During the term of this Agreement, members of the bargaining unit shall have access to group medical and related benefits offerings (including health, dental, vision, prescription drug, life, and other insurance programs) on the same terms and conditions as other similarly-situated non-

represented Library employees. Participation eligibility, contribution levels, coverage parameters, and other relevant provisions shall be governed by the official plan documents as established and maintained by Anne Arundel County. An employee who separates from the Library will be provided information outlining how benefits are affected upon separation.

## **Article 12 - Subcontracting**

### **Section A**

Prior to engaging a contractor, the Library will offer the opportunity to perform such work to qualified bargaining unit employees. Before contracting or subcontracting work, the Library shall make efforts to avoid laying off, demoting, or disciplining bargaining unit employees as a result of work being performed by an outside contractor.

### **Section B**

If additional hours of work are needed, additional scheduled hours, overtime, and/or compensatory time will be offered to bargaining unit employees within the same job title and within the same work location before such work is assigned to outside contractors.

### **Section C**

Where the Library decides to contract out for services currently being performed by bargaining unit employees, the Library will provide the Union with written notice of the proposed subcontracting at least sixty (60) days before the work of the contractor begins. The notice to the Union shall include a statement of the scope of work to be included in the service contract. The Library will be available to meet upon written request from the Union within a reasonable time after the request is made, to discuss the impact on bargaining unit employees.

## **Article 13 - Work Week**

### **Section A – Work Week**

The work week for payroll purposes will begin at 12:00 am on Sunday and end 11:59 pm the following Saturday for all employees.

***Full-Time Career Employees:*** The standard work week for most full-time career employees will be 37.5 hours per week. Employees will be scheduled for 40 hours per week, inclusive of a 30-minute unpaid meal break. Certain positions, including but not limited to some positions within Information Technology (IT), Building Care Technicians, and Maintenance, shall have a standard workweek of 40 hours. Employees in these positions shall be scheduled for 42.5 hours per week, inclusive of a 30-minute unpaid meal period per shift.

The Library retains the right to designate positions as 40-hour positions based on operational needs. Employees designated for a 40-hour position shall be informed at the time of hire or transfer. Employees shall not be involuntarily transferred between a 37.5-hour position and a 40-hour position.

***Part-Time Employees:*** Part-time career employees will generally work, on average, approximately 18.75 hours per week. Part-time hourly (PTH) employees generally are scheduled between 3 and 18 hours per week. Part-time employees (both career and PTH) shall not average more than 30 hours per week. Part-time employees may be scheduled to work a full or partial day. Part-time employees scheduled to work five (5) or more hours in a single shift shall receive a 30-minute unpaid meal break.

## **Section B – Work Schedules**

Work schedules for employees who work varying shifts and days shall be published no less than two (2) weeks in advance. On a case-by-case basis and by mutual agreement between an employee and their supervisor, schedules may be adjusted. Should it be necessary due to employee leave or emergencies to depart from the published work schedule, notice of such change shall be given to the affected employees as soon as is reasonably practicable.

Employees will not be required to work more than two (2) nights in a week unless otherwise agreed upon in writing by the employee. If a bargaining unit staff member assigned to work the public service desk requests additional backroom time for planning, training, and administrative duties, the supervisor shall ensure that reasonable backroom time is allocated for that employee within the weekly desk schedule.

## **Section C – Weekends**

Sunday shifts are not part of the regularly scheduled workweek for any employee. If Sunday work is necessary, the Library will first solicit volunteers for Sunday work. If not enough employees volunteer for Sunday work, it shall be assigned with the following priorities:

- Part-time hourly staff hired after October 5, 2014, may be required to work one Sunday a month in their area and may work additional Sundays at any Sunday branch.
- If insufficient staff remains, it may become necessary to schedule the part-time hourly staff hired on or after October 5, 2014, for a mandatory second Sunday.
- Should insufficient staff be available after scheduling volunteers and the part-time hourly staff as noted above, the Library reserves the right to require career staff to work a maximum of four (4) Sundays per fiscal year.

Staff can make a request for the frequency of Sunday work they would like, but there is no guarantee of that level (or its continuation should it be reached). Staff designated with the “person in charge” responsibility may be assigned Sunday work more frequently than other staff.

## **Section D**

Employees are entitled to one paid relief period (break) of 15 minutes for every three (3) hours worked. Employees shall be permitted to take one or more of their paid relief breaks in conjunction with their meal break (if applicable), up to a maximum of a one-hour meal break. The timing of a break is not guaranteed and public service must be given first consideration.

## **Section E – Breaktime for Expressing Breast Milk**

Employees who express breast milk shall be provided with reasonable break time as necessary to do so in accordance with applicable local, state, and federal law. Employees shall keep their immediate supervisor informed of their needs so that appropriate accommodations can be made with minimal disruption to the employee and the worksite. Employees who express breast milk shall be provided with a private, secured space that is not a bathroom with access to an electrical outlet. Employees who express breast milk will not be denied access to shared water sources or refrigerators for cleaning and storing their supplies.

## **Section F – Customized Work Schedule**

Career employees in eligible positions may be considered for a customized work schedule upon their request. Employees should have completed their probationary period before requesting a customized work schedule. Department heads/supervisors are encouraged to provide maximum flexibility for their employees while continuing to meet the operational needs of the department or branch. If a customized work schedule proposal is rejected, the Library will provide the reasoning in writing to the employee. Employees may have their customized work schedule rescinded or denied due to operational needs or if the employee does not “Achieve Standards” on their performance evaluation.

## **Section G – Telework**

Employees in eligible positions may request to telework on a regular schedule one or more days each week. Eligible positions suitable for telework include positions which perform primarily administrative tasks, computer-based work, and other assignments that do not require in-person customer interaction. Intermittent telework may be approved for any employee for specific tasks at the discretion of the employee’s supervisor.

Employees desiring to telework should submit a proposal to their supervisor on the required forms, which can be obtained from Human Resources. The Library will promptly process the employee’s request to telework. If approved, the supervisor will work with the employee to establish which workdays will be their telework days. If the request is denied, the supervisor will provide an explanation in writing to the employee of the operational need that necessitates the denial.

Employees with a telework arrangement may upon request switch their telework days to accommodate necessary in-person work, and supervisors may approve or decline these requests at their discretion. If the request is denied, the supervisor will provide an explanation in writing to the employee of the operational need that necessitates the denial.

## **Section H**

It is understood that some operations within the Library do not lend themselves to alterations of workdays or schedules, telework, or a customized work schedule.

## **Article 14 - Health and Safety**

### **Section A**

The Library will endeavor to provide safe, secure, healthy working conditions for all employees. All employees shall comply with all safety rules and regulations established by the Library.

### **Section B**

If an employee feels that working conditions are unsafe, they shall report it to their supervisor. The Library shall take reasonable steps to inspect and mitigate any unsafe conditions of which it is aware.

### **Section C**

If a hazard is discovered, the Library will notify all relevant employees as soon as practical given the nature of the hazard.

### **Section D – Occupational Safety Committee**

1. The Union and the Library agree to form a standing Occupational Safety Committee. The Occupational Safety Committee will be composed of an equal number of representatives appointed by the Union and the Library and will be co-chaired by a Union and Library representative. Absent agreement by the parties, the Committee will consist of no more than two (2) members representatives in total from the two represented units (one (1) selected by the Non-Supervisory Unit and one (1) selected by the Supervisory Unit) and no more than two (2) members from the Library.
2. The Occupational Safety Committee shall examine and make recommendations on workplace health and safety. Its general responsibility includes helping educate staff and providing guidance on workplace safety.
3. The Committee will:
  - i. meet on an established schedule;
  - ii. review reports related to job-related health and safety and make appropriate recommendations;
  - iii. may request time at Library Leadership Team (LLT) meetings to promote health and safety education;
  - iv. recommend safety-related trainings;
  - v. maintain and review minutes of all Occupational Safety Committee meetings;

- vi. request information regarding the adequacy of first aid supplies and equipment and recommend ways to address any inadequacies.
4. Members of the Occupational Safety Committee will be paid by the Library while performing committee duties, including for travel time during the work day, and will also be paid for any time spent in committee-approved training related to health and safety.
5. The Occupational Safety Committee shall work with the Learning and Development Department to ensure that important safety trainings are available for employees. Requests for new health and safety trainings from the Occupational Safety Committee shall be given priority consideration for development and purchase.

## **Section E**

The Library will provide all personal protective clothing and/or safety equipment that is required by applicable laws and regulations. Personal protective equipment for infection control, such as face coverings, gloves, and sanitary wipes will be available for employees upon request.

## **Section F**

In the event that an applicable health authority declares an outbreak of a communicable disease in the local area, the Library will provide information to include the symptoms of the diseases, modes of transmission, methods of self-protection, proper workplace procedures, special precautions, recommendations for immunization and any relevant regulations, guidelines and recommended precautions.

## **Section G**

Building Care Technicians will not be required to perform maintenance work for which they are not certified or trained. Trainings required by the Library to perform mandatory maintenance work shall be provided at employer cost and will be treated as compensable time.

## **Section H**

Upon request, Employees who feel a need for health and safety training may request such training from their supervisor or the Learning and Development Department. The supervisor and/or Learning and Development Department will collaborate to develop a training schedule for the employee.

## **Section I - Environmental System Malfunctions**

1. If the HVAC system malfunctions, the Library may use available equipment (such as fans or heaters) or open doors and windows to maintain a comfortable temperature and air quality pending repairs.

2. If the temperature and air quality conditions in a branch exceed reasonable thresholds, then the branch may be closed. The Library will publish a procedure regarding thresholds for air quality and temperature after consulting MOSH standards. In such an event, employees may work at another branch, take leave, or telework if telework eligible.
3. Building Care Technicians and Maintenance employees may be required to work in buildings that have been closed due to environmental system malfunctions.

## **Article 15 - Branch and System Closures**

### **Section A**

AACPL shall make a decision to close system-wide due to inclement weather for a full day on a Monday-Saturday no later than 5:45 AM. AACPL shall make a decision to close system-wide due to inclement weather for a full day on a Sunday no later than 10:00 AM. The Union shall be notified in writing once a system-wide closing decision is made.

### **Section B**

The Library will announce a system-wide closure due to inclement weather for a partial day as early as practicable. The Union will be notified in writing once a system-wide closing decision is made.

### **Section C**

Employees will be notified of system-wide closure decisions through the AACPL website and on the staff intranet.

### **Section D**

If a branch is closed due to facilities issues, employees may work at another branch, take leave, or telework if telework eligible. If all branches are closed due to facilities issues, time off will not be charged to leave accruals.

## **Article 16 - Probationary Period**

### **Section A**

All newly hired employees will serve a probationary period of six (6) months. This may be extended on an individual basis, at the Library's discretion up to one (1) year after appointment, to allow the employee the opportunity to improve. If the Library extends an employee's probationary period, the Library will provide the employee and Union with written notice regarding the reason for the extension.

## **Section B**

Employees within their probationary period may be terminated at-will, subject to applicable law and the Library's rules and regulations governing probationary employees.

## **Section C**

The discharge of a probationary employee shall not be subject to Article 18 (Grievance and Arbitration) of this Agreement.

## **Section D**

An employee moving from a part-time hourly position to a full-time career position shall be subject to a new probationary period of 90 days. If the employee is removed from the full-time career position during the probationary period for reasons other than voluntary resignation or gross misconduct, the employee shall be returned to their former job if that job is still available. If the former job is not available, the employee shall be returned to a vacant part-time hourly position for which they are qualified. Otherwise, employees promoted to a higher position within the bargaining unit, who are laterally transferred, or who have accepted a voluntary demotion shall not be subject to a new probationary period.

## **Section E**

During the probation period, performance issues which may lead to removal shall be shared with the employee. It is expected that all parties will work to cure performance issues.

# **Article 17 - Discipline and Discharge**

## **Section A**

The provisions of this Article shall not apply to probationary employees.

## **Section B**

No employee shall be disciplined without just cause. Disciplinary measures shall normally include only the following: oral reprimand, written reprimand, suspension (with or without pay)/demotion, and discharge.

## **Section C**

Oral reprimands shall not be used to deny a transfer or promotion.

## **Section D**

The Library and the Union recognize that there are certain types of employee problems that are serious enough to justify either suspension or dismissal, without going through the usual progressive discipline steps. In instances where one or more steps are bypassed, the Library shall provide the rationale to the employee and the Union.



## **Section E - Notification and Representation**

An employee is entitled to request that a Union representative be present at any interview which may reasonably lead to discipline for that employee. The Library will notify an employee of this right in writing. Union representatives present for an interview may consult with the employee or assist the employee, but may not be unreasonably disruptive to the interview process, cannot answer questions on behalf of the employee, and cannot tell the employee what to say. If a union representative is not available at the time of the employee's request, the Library will either delay the meeting until a Union representative can be located, provide the option of continuing without a union representative, or end the interview. The Library will not delay an interview due to an employee's request for a specific Union representative.

## **Article 18 - Grievance and Arbitration Procedure**

### **Section A – Definition**

A grievance is a dispute between an employee and the Library regarding the meaning, interpretation or application of the terms of this Agreement. Discipline of probationary employees, oral warnings, and annual evaluations shall not be grievable; further information regarding responses to these actions can be found in Article 17 (Discipline and Discharge), Article 16 (Probationary Period), and Article 7 (Personnel Records).

### **Section B – Grievant**

A grievance may be filed by the Union, by an individual employee, by the Union on behalf of an individually named employee, by the Union on behalf of a group of affected employees, or by the Library.

### **Section C – Consolidation**

If two or more individual employees file separate grievances regarding the same subject matter, the parties may agree to consolidate them for the purpose of proceeding under this Article.

### **Section D – Settlement**

The Library and the Union retain the right to settle any grievance in the enforcement of this Agreement.

### **Section E – Time Limitations**

No grievance/appeal shall be processed under this Article unless it is submitted within the time limits set forth in Section I. It is understood that the Library and Union may mutually agree to extend any of the time limits provided in this Article.

If a grievance/appeal is not presented within the time limits set forth in Section I (or within the time limits mutually determined by the parties), said grievance/appeal shall be deemed settled on the basis of the last answer to such grievance. If the receiving party fails to hold a meeting or to provide an answer within the time limits set forth in Section I (or within the time limits mutually

determined by the parties), the grieving party may elect to treat the grievance/appeal as denied and immediately appeal the grievance to the next step. The grievance/appeal will then be heard at the next step as though the previous steps had been completed.

## **Section F – Representation**

Upon request by the affected employee, a Union representative may be present at any step of the grievance procedure. Should either the Union or the Library intend to bring legal counsel to a grievance meeting, they must provide notice of the same five (5) days in advance.

## **Section G – Informal Resolution**

Prior to the filing of a grievance under this Article, the grieving party should attempt to resolve the grievance informally. Informal resolution is encouraged, but not required. Informal resolution may involve actions such as talking directly to a relevant supervisor or raising the issue in an email with the appropriate management employee. Attempts at informal resolution of an issue will not toll or alter the time for filing a formal grievance as outlined below.

## **Section H – Presentation of Grievance**

All grievances must be submitted on a mutually agreeable form attached hereto as Appendix II.

## **Section I – Procedural Steps**

Disputes submitted by the Library to the Union under this procedure shall be considered submitted at Step 3 and shall be presented to the **President of the Union or their designee**.

Disputes submitted by the Union or an employee shall begin at Step 1 unless the grievance arises from the direct actions of an authority higher than the reviewing authority, in which case the grievance may be initiated at the appropriate higher step. If the grievance involves termination of an employee or suspension without pay of three (3) days or longer, the grievance shall initiate at Step 3.

Step 1 (Regional Manager/Manager/Director) - An employee and/or the Union may, within thirty (30) calendar days of the day on which the grieving party knew or could reasonably have known of the event which caused the grievance, serve a grievance initiation form (Appendix II) with the Regional Manager, Manager-level, or Director-level employee who supervises the grieving employee with a courtesy copy to the Chief Human Resources Officer. The courtesy copy is intended to ensure a timely response, but failure to provide one will not prevent processing of the grievance. The manager/director, or appropriate designee, shall meet with the grievant within fifteen (15) calendar days of the date of service of the grievance form at this Step. The manager/director will provide a written response to the grievant within fifteen (15) calendar days of meeting with the employee.

Step 2 (Department Chief) - If the grievance is not resolved at Step 1, the employee and/or the Union may serve a written appeal to the Department Chief in the reporting line for the grieving employee, with a courtesy copy to the Chief Human Resources Officer, within fifteen (15) calendar days following the receipt of the written response at Step 1. The

courtesy copy is intended to ensure a timely response, but failure to provide one will not prevent processing of the grievance. The Step 2 submission will include a copy of the grievance form (Appendix II) and will note any response received at Step 1. The Department Chief or designee who has not previously been involved in the grievance, shall meet with the grievant within fifteen (15) calendar days of the date of service of the appeal. A written response will be provided to the grievant within fifteen (15) calendar days from the date of meeting with the grievant.

Step 3 (Chief Executive Officer) – If the grievance is not resolved at Step 2, or if the grievance involves termination or suspension as outlined above, the employee and/or the Union may serve a written appeal to the Chief Executive Officer, with a courtesy copy to the Chief Human Resources Officer, within fifteen (15) calendar days following the receipt of the written response at Step 2. The courtesy copy is intended to ensure a timely response, but failure to provide one will not prevent processing of the grievance. If the grievance is initiated at Step 3, it must be submitted within fifteen (15) calendar days of the day on which the grieving party knew or could reasonably have known of the event which caused the grievance. The Step 3 submission will include a copy of the grievance form (Appendix II) and will note any response(s) received at Steps 2. The CEO or designee who has not previously been involved in the grievance shall meet with the grievant within fifteen (15) calendar days of the date of service of the Step 3 filing. A written response will be provided to the grievant within fifteen (15) calendar days from the date of meeting with the grievant.

## **Section J – Arbitration**

Either the Union or the Library may request arbitration of an unresolved grievance within fifteen (15) calendar days after all grievance procedures have been exhausted. An individual employee may not refer a grievance to arbitration under this Agreement. A demand for arbitration may be made in writing to the Library through the CEO, with a courtesy copy to the Chief Human Resources Officer, or to the Union through the **Union President** or their designee. The courtesy copy is intended to ensure a timely response, but failure to provide one will not prevent processing of the grievance. Thereafter, the party requesting arbitration may request the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) to provide a list of seven (7) impartial arbitrators who each are members of the National Academy of Arbitrators. An arbitrator shall be chosen by alternately striking names from the list; the last name remaining being the arbitrator chosen. The arbitrator shall have no authority to amend, alter, modify, add to, or subtract from the provisions of this Agreement. The arbitrator shall issue a written decision finding whether or not there has been a violation of this Agreement. If such a violation is found, the arbitrator shall specify the remedy. The arbitrator shall have the authority to issue full make whole relief; however no award shall provide or require the payment of mental distress damages, pain and suffering, or any form of punitive damages against either party. The arbitrator's decision shall be final and binding on all parties, and shall be subject to appeal to a court of competent jurisdiction pursuant to the procedures set forth in the Maryland Uniform Arbitration Act, Md. Code, Cts. & Jud. Proc. §§ 3-224 to 3-228. The fees and expenses of the arbitration shall be divided equally between the Library and the Union, except that the costs incurred in presenting or defending the grievance to the arbitrator shall be borne by the side incurring the expense. In accordance with the Annotated Code of Maryland, Title 3, Subtitle 2, of the Courts and Judicial

Proceedings, the arbitrator shall have the authority to issue subpoenas for any witness either party believes is relevant to their case.

## **Section K – Election of Remedies.**

1. Employees have two options for challenging termination or suspension without pay: Employees may invoke the grievance procedure under this Article, or may request a hearing with the Board of Library Trustees. If a terminated employee or an employee suspended without pay disagrees with their discipline, the employee may request a hearing before the AACPL Board of Library Trustees within ten (10) working days after receiving notice of the discipline. If an employee files a request for a hearing before the AACPL Board of Library Trustees, any pending grievance under this Agreement related to the discipline will be considered withdrawn, and no further grievance may be filed regarding the discipline. Such an employee waives their right to arbitration under this agreement and Union representation during the hearing process.
2. As an alternative to the grievance procedure set forth in this Article, an employee may use the grievance procedures provided for by the Library's Personnel Manual to grieve any action outlined as grievable by those policies. An employee's initial election to file a grievance under the Personnel Manual or a grievance under this Agreement is binding and irrevocable at the time of filing. By electing one procedure, the employee automatically waives any right to participate in the other procedure for any grievance related to the same underlying conduct. Such an employee waives their right to arbitration under this agreement and Union representation during the Library's grievance process.

## **Article 19 - Layoffs, Recall, and Reduction-in-Force**

When the Library determines or has received notice that a reduction-in-force or layoff is necessary, it shall notify the Union which job classifications shall be reduced and why. Reductions-in-force (RIFs), layoffs, and recalls within each job classification shall be based upon seniority. Employees subject to a reduction-in-force or layoff will be placed on a recall list for a period of one year. The Library will provide the Union with the recall list and the Union will be notified of employees recalled from the list.

Employees who are recalled to work shall have the recall notice sent to their last known address by certified mail using the most up-to-date contact information available to the Library. The Library will also attempt to reach the employee by phone and/or email (if contact information is known). Recalled employees shall have seven (7) calendar days from the receipt of the certified letter in which to notify the Library of their intention to return to work. They shall return to work within thirty (30) calendar days of said receipt of notification or they will forfeit their seniority. If an employee is recalled, the amount of accumulated leave hours that the employee had as of the effective date of the layoff, and which were not paid out upon termination, shall be restored. Additionally, upon recall, the employee's seniority shall be adjusted by the period of time of the RIF.

## **Article 20 - Vacancies and Filling Bargaining Unit Positions**

### **Section A**

Whenever a vacancy occurs in any bargaining unit position, the Library shall post internally, for a minimum of seven (7) calendar days, a description of the vacancy. The internal posting shall be dated and shall contain the name of the job title, a general description of the duties, and the anticipated general work location of the position. A link to the posting will be prominently shared on the employee intranet (Eliza). The Union will encourage employees to notify the Library of their interest in other positions for which they qualify.

### **Section B**

After seven (7) days of internal posting, the Library may post the opening to the public through such procedures as are typically used and established by the Library.

### **Section C**

Permanent employees, including those on layoff, may apply for a posted vacancy by submitting an application to the Library. Employees may not apply for the same vacant position more than once in a six-month period; if the same job title becomes vacant again within the six-month time frame, the Library will evaluate previous internal applicants who may still be interested in the vacant position.

### **Section D**

All internal applicants who meet the minimum qualification criteria for the position applied for will receive an interview for the position. Any internal applicant who does not meet the minimum qualifications for the position will be notified.

1. If two (2) or more bargaining unit employees applying for the vacancy all meet the minimum qualifications of the job, seniority shall be a factor in the selection process, however, seniority status will not be determinative.
2. A bargaining unit member who completes the interview process, but is not selected to fill the vacant position, will receive feedback upon request from Human Resources regarding the reason for not being selected. Bargaining unit employees are encouraged to discuss their career development plans with their supervisors.

## **Article 21 - Savings and Severability**

If any term or provision of this Agreement is, at any time during the duration of this Agreement, in conflict with any law or court decision, such term or provision shall continue in effect only to the extent permitted by such law or court decision. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

## **Article 22 - Scope of Agreement**

### **Section A**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter properly within the scope of permissible bargaining and that the understandings arrived at after the exercise of that right are set forth in this Agreement. The Parties for the term of this Agreement each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered by this Agreement.

### **Section B**

Nothing in this Agreement limits the right of either party to seek bargaining over new and unforeseen changes that arise after this Agreement's effective date and that have not been previously negotiated. The parties agree that no bargaining is required for changes that are insignificant or *de minimis* in impact.

### **Section C**

This Agreement can only be added to, amended, or modified by a document in writing, signed on behalf of both parties hereto.

## **Article 23 - Duration**

This Agreement shall become effective on the later of July 1, 2025 or following ratification by the membership of the bargaining unit, and will remain in full force and effect until June 30, 2027, unless otherwise stated herein.

IN WITNESS WHEREOF, Library and Union have caused their names to be subscribed hereto by their duly authorized officers and representatives this \_\_\_\_ day of \_\_\_\_\_, 2025.

**American Federation of State, County &  
Municipal Employees, Maryland,  
Council 3**

**Anne Arundel County Public Library**

**Supervisory Employee Unit**

\_\_\_\_\_  
**Name?**  
**Title?**

\_\_\_\_\_  
Skip Auld  
Chief Executive Officer

\_\_\_\_\_  
**Name?**  
**Title?**

\_\_\_\_\_  
Damita Chambers McDonald  
Chair, Board of Library Trustees

\_\_\_\_\_  
**Name?**  
**Title?**

## **APPENDIX I – PAY SCHEDULES**

### **PAY SCHEDULE A – FY26**

<b>Grade</b>	<b>Title</b>	<b>Minimum</b>	<b>Maximum</b>
15GA	Cataloging Specialist	\$49,544	\$84,235
16GA	Circulation Supervisor	\$54,212	\$92,192
17GA	Assistant Branch Manager I Librarian Programming & Outreach Coordinator Public Services Specialist	\$59,729	\$101,528
18MA	Digital Experience Assistant Manager	\$65,670	\$111,607
19MA	Cataloging Librarian Collection Development Librarian	\$72,247	\$122,852
19MB	Maintenance Supervisor	\$77,064	\$131,043

### **PAY SCHEDULE B – FY27**

<b>Grade</b>	<b>Title</b>	<b>Minimum</b>	<b>Maximum</b>
15GA	Cataloging Specialist	\$51,030	\$86,763
16GA	Circulation Supervisor	\$55,838	\$94,958
17GA	Assistant Branch Manager I Librarian Programming & Outreach Coordinator Public Services Specialist	\$61,521	\$104,574
18MA	Digital Experience Assistant Manager	\$67,640	\$114,955
19MA	Cataloging Librarian Collection Development Librarian	\$74,415	\$126,538
19MB	Maintenance Supervisor	\$79,375	\$134,974



## **APPENDIX II – GRIEVANCE FORM**

### **ANNE ARUDNEL COUNTY PUBLIC LIBRARY - AFSME COUNCIL 3**

This grievance is submitted at (circle one):    Step 1                      Step 2                      Step 3

Submitted to: \_\_\_\_\_

Name of Employee: \_\_\_\_\_

Name of Union Representative (if applicable): \_\_\_\_\_

**Please refer to Article 18 of the CBA for important information regarding the grievance procedure and timelines.**

<b>Alleged Violation:</b> List Articles and/or Sections of the Agreement you believe were violated.
<b>Statement of Grievance:</b> List what happened, where, when, why, and who was involved. You can attach materials, if needed.
<b>Remedy Requested:</b> Describe what you believe needs to happen to correct the grievance.
<b>Informal Resolution:</b> Describe steps you have taken to try to resolve the grievance, if any.

The information provided on this grievance form is truthful and accurate to the best of my knowledge.

\_\_\_\_\_  
Signature of Employee/Union

\_\_\_\_\_  
Date Submitted