

# **COLLECTIVE BARGAINING AGREEMENT**

-between-

**AFSCME Maryland Council of the  
American Federation of State, County and Municipal Employees, AFL-CIO**



**and**

**HOWARD COUNTY LIBRARY SYSTEM**



**HOWARD COUNTY  
LIBRARY SYSTEM**

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## **ARTICLE 1 RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time and regular part-time employees as defined by Section 23-901 of the Education Article of the Annotated Code of Maryland, but excluding managerial, casual, temporary and confidential employees and supervisors, as defined under Maryland law.

## **ARTICLE 2 NON-DISCRIMINATION**

### **Federal, State or Local Laws**

1. HCLS and the Union shall not discriminate against any employee or prospective employee and will not tolerate discrimination based on race (including traits associated with race, such as hair textures, afro hairstyles or protective hairstyles), national origin, color, creed, religion, age, disability, sex or gender (including pregnancy), military or veteran's status, genetic information, marital status, political affiliation, sexual orientation, gender identity or expression, or any other factor protected by federal, state or local law.
2. HCLS will comply with the Americans with Disabilities Act and any applicable related state and local statutes.

### **Union Activity**

1. Neither HCLS nor the Union shall discriminate against any Employee as a result of 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 Annotated Code of Maryland.

### **Language Construction**

1. The parties have attempted to draft the language of the CBA in a gender-neutral manner. All references to bargaining unit members in this Agreement designate all sexes, and whenever gender is specified, it shall be construed to include any gender identity.

## **ARTICLE 3 UNION DUES**

- A. The Employer 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 Employer a dues deduction authorization that has been duly executed by the Employee.

- B. Any dues deducted from paychecks under Paragraph A of this Article shall be remitted to the Union.
- C. The Employer automatically shall stop making payroll deductions under Paragraph A of this Article on behalf of the Union if:
  - 1. The Union is decertified;
  - 2. The Union's right to dues is revoked under Section 23-913(D)(3) of the Education Article, Subtitle 9, Public Libraries – Collective Bargaining, of the Annotated Code of Maryland;
  - 3. The Employee ceases to be a member of the bargaining unit represented by the Union; or
  - 4. Subject to Paragraph D of this Article, the Employee revokes the authorization for payments to the Union in accordance with the procedures provided in a dues deduction authorization.
- D. The procedures provided in a dues deduction authorization utilized under this section shall allow for a revocation of the authorization for payments to the Union at least annually.
- E. 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.
- F. 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 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 Employer to the Union.

#### **ARTICLE 4 UNION RIGHTS**

- A. All business pertaining to this Agreement shall be transacted between the properly designated officers or agents of HCLS and duly elected and/or appointed officers and agents of the Union.

- B. HCLS shall notify the Union of the employment of newly represented employees within ten (10) business days after the new employee's first day of employment.
- C. Upon an employee's change of employment status, HCLS shall within ten (10) business days furnish the Union with a copy of any documentation that covers the dates of employment, resignation, termination, transfer or leave of absence of each bargaining unit employee.
- D. Information Provided to the Union
1. HCLS shall provide the Union with a current list of bargaining unit members once per quarter at no cost to the Union and in a secured electronic excel format. This list shall include the following for each member of the bargaining unit:
    - Name
    - Date of Hire
    - Date of Birth
    - Department
    - Job Title
    - Pay Rate
    - Health Benefit Designation (e.g., single coverage, single + 2, family, etc., as applicable)
    - Home Address
    - Phone number (both home and cell)
    - Personal and work Email
    - Status as of the most recent pay period (and reason for leaving the unit, if applicable)
    - Seniority
    - Union membership, dues or fee deduction status
    - Deductions for AFSCME PEOPLE
    - Unique identifier
    - Work location
    - Race (if available)
    - Gender (if available)
  2. HCLS shall notify the Union of the following personnel transactions involving bargaining unit employees: new hires, promotions, layoffs, leaves, returns from leaves, suspensions, discharges, terminations, and temporary assignments. Notification of these items shall be given electronically.
- E. The Union will provide HCLS with written notice of the names of all Union officers, Union representatives and all employee representatives, including Shop Stewards and Alternative Shop Stewards, within HCLS, their title and responsibilities and shall immediately notify HCLS in writing of any changes therein. Under terms of this Agreement, when any notification to the Union is required, HCLS will be entitled to

rely on the accuracy of any current list of officers, representatives, and employee representatives until receipt of a revised list of any revisions thereof. Notification to either an AFSCME Union staff representative, the HCLS Union President, or the HCLS Union Secretary shall be deemed to satisfy any notification requirements in this Agreement.

- F. HCLS recognizes the rights of the Union to designate up to seven (7) Shop Steward(s) (with a maximum of two Stewards coming from the same branch). An employee selected by the Union to act as a Union Representative for the purpose of processing grievances under the Grievance Procedure set forth in Article 9 shall be known as a "Shop Steward." The stewards shall be selected by the Union from among the employees in the bargaining unit; provided, however, no more than two stewards may be part-time employees, and all stewards shall have completed the probationary period of employment.
- G. If it is necessary for a Steward to leave their job in order to represent the Union or an employee of HCLS in the administration of the Grievance Procedure, such representative shall notify their Supervisor that they need to leave work for that purpose. The employee shall not leave their work area and job until such permission has been granted. The Employer shall not unreasonably deny a steward time to perform their duties as part of this section.
- H. Non-employee representatives of the Union shall be permitted access to the workplace for the purpose of contract enforcement, union business, membership meetings, labor-management meetings, and new employee orientation. In the event any non-employee Union officer or representative desires to enter the non-public areas of HCLS's property for Union related business, such officer or representative shall provide 24 hours advance notice. Representatives who are not employees shall be subject to all HCLS's regulations applicable to non-employees and to such other reasonable regulations as HCLS may establish. Such visits shall not interfere with the work of any employee or the operation of HCLS.
- I. HCLS shall provide a posting or bulletin board space in employee breakrooms for the Union to post materials and notices for its members. The bulletin board space will not be used to post any notices that are unlawful.
- J. Union Stewards shall be allowed reasonable time off without charge to leave or pay during working hours to provide representation for employees in disciplinary matters, to investigate and process grievances or attend grievance meetings, labor/management meetings.
- K. Members of the Union will be granted a combined bank of up to two hundred (200) hours paid leave per the first fiscal year of this Agreement and one hundred (100) hours for the remaining fiscal year(s) of this Agreement for leaves of absence on Union business (employment directly and solely by the Union or its affiliate) as authorized by HCLS and the Union. Any member of the Union requiring such leave of absence shall

request authorization from HCLS as soon as practicable but no later than seven (7) days prior to the first day leave is to start. This is separate from regular time for stewards to attend to steward business as described in Section J. Union leave shall not be used for the calculation of overtime.

- L. The Union shall be authorized the reasonable use of HCLS facilities and equipment, for meetings in accordance with HCLS policies and procedures. The Union is authorized to use Employer communications systems (e.g., email, interbranch mail, phone systems) to communicate with members. Such communications shall not interfere with the conduct of normal HCLS business or employee job duties.
- M. Within thirty (30) days of the initial employment of an employee, the Union shall be provided with the name and title of the employee and their duty location and the Union shall have an opportunity to meet with the employee for thirty (30) minutes during new employee orientation, to explain contractual rights and introduce new employees to the Union. The Employer shall notify the Union no later than seven (7) days before a new employee orientation will be taking place.
- N. The Employer shall approve paid administrative leave for up to five (5) Employees for all meetings between the Employer and the Union for the purpose of collective bargaining, including four (4) hours of preparation time per meeting. The Union may from time to time ask other Employees to attend bargaining sessions. The Employer shall give due consideration to a request for paid leave for such Employees.

## **ARTICLE 5 MANAGEMENT RIGHTS**

- A. It is the exclusive right of the Employer 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
- B. Subject to applicable provisions of the Agreement and in accordance with the Howard County Charter and other applicable laws, the Employer 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
- C. This Article may not be construed to deny the right of an employee to submit a grievance with regard to the Employer's exercise of its rights under this Article.
- D. Except as otherwise provided by law, this collective bargaining agreement supersedes any conflicting regulation or administrative policy of the Employer.

## **ARTICLE 6 LABOR MANAGEMENT COMMITTEE**

- A. Recognizing that the Union and HCLS have a mutual objective to promote the improvement of Employer-Employee relations, HCLS and the Union agree to the establishment of a Labor/Management Committee that meets about issues of concern to the parties not pertaining to active grievances.
- B. Absent other agreement by the parties, the Committee will be comprised of three (3) members selected by the Union and three (3) members selected by the Employer. The Committee will be co-chaired by one (1) member selected by the Union and one (1) selected by the Employer.
- C. Committee persons will be selected by each side respectively and each side will have the right to remove and substitute their members of the Committee.
- D. The Committee may not change the Collective Bargaining Agreement.
- E. The Committee shall meet at least three (3) times per year. In addition to regular meetings, additional meetings may be held with mutual agreement. Either party shall respond within two (2) weeks of a request by the other party to meet.

## **ARTICLE 7 PROBATIONARY PERIOD**

- A. All newly hired Employees or Employees promoted to a higher position will serve a probationary period of six (6) months.
- B. At the conclusion of the probationary period, the Employer may remove a new Employee if in the Employer's opinion the Employee is unwilling or unable to perform the duties of



the position satisfactorily or that the Employee's performance and lack of dependability do not merit continued employment.

- C. This Article does not apply to current Employees who are laterally transferred, or who have accepted a demotion. A lateral transfer includes the transfer of an employee from a part time to full time position in the same role, or vice versa.
- D. If an employee who was promoted to a higher position is removed pursuant to paragraphs B or G, that employee shall be returned to their immediately prior position (or a comparable open position if that prior position is not open) provided that there was not just cause for their removal.
- E. Performance issues which may lead to removal shall be shared with the Employee at the earliest possible date. It is expected that all parties will work to cure performance issues. The Employer shall provide assistance, training, and opportunities in an effort to assist the Employee to cure any such performance issues. The Employer may extend this probationary period up to an additional thirty (30) days and shall provide the Union and the Employee with a written statement of the reasons for the probationary period extension.
- F. During the probationary period, Employees have no seniority rights and will not be considered for another position with the Employer except if Employee is applying for an open full-time position in the same position that they then occupy on a part-time basis and vice versa. Upon completion of the probationary period, the Employee will be credited with seniority from their starting date.
- G. Probationary Employees may be discharged at the sole discretion of the Employer, with or without cause, and without recourse under this Agreement.

## **ARTICLE 8**

### **DISCIPLINE AND DISCHARGE**

- A. The Employer and the Union mutually agree with the tenets of progressive and corrective discipline and that the Employer shall not discipline or discharge non-probationary employees without just cause. Disciplinary measures shall normally include the following: verbal counseling, written warning, performance improvement plan (PIP), suspension, and discharge.
- B. There may be circumstances when one or more steps are bypassed. For instance, the Employer and the Union recognize that there are certain types of employee problems that are serious enough to justify either a suspension or dismissal, without going through the usual progressive discipline steps. In instances where one or more steps are bypassed, the Employer shall provide the rationale to the employee.

- C. Union Representation. The Employer acknowledges employees may request union representation in any investigatory interview or discussion, conference or meeting with an employee who is the subject of an investigation which may lead to disciplinary action.

## **ARTICLE 9 GRIEVANCE**

### **Definitions**

1. A grievance is defined to be any dispute or controversy between an Employee with HCLS, or between HCLS and the Union concerning the interpretation, or application of, or compliance with, any provision of this Agreement.
2. A grievant shall mean a person alleging that some violation, misinterpretation, or misapplication of an article or section of this Agreement or HCLS's rules and regulations has actually occurred.
3. Alternatively, if the alleged violation, misinterpretation, or misapplication affects more than one (1) Bargaining Unit Employee, then grievant may mean a group. A grievance alleged to be a "group" grievance shall have arisen out of similar or related circumstances affecting each Employee of said group.

### **Rights**

1. When a grievance arises, an Employee and their Union representative may present such grievance without fear of reprisal, discrimination or disciplinary action.

### **Time Limitations**

1. All time limits referred to in a grievance or arbitration procedure are to be expressed in calendar days.
2. Any grievance not answered by the Employer within the time limit in that Step shall be automatically appealed to the next step of the grievance procedure contained herein.
3. Time limits may be extended by mutual consent confirmed in writing; then the new date shall prevail.

### **Steps in Grievance Procedure**

1. HCLS and the Union encourage the informal resolution of disputes and/or contract interpretation issues. Employees and Supervisors are encouraged to discuss these concerns in order to resolve issues without use of the grievance procedure. However, Employees are not required to seek an informal resolution to grievances before seeking a formal grievance defined as the following steps:

- a. Step 1- The Union Steward with the aggrieved Employee shall discuss the grievance with the employee's immediate supervisor within seven (7) calendar days, from the date of the events or conditions, which provide the basis for the grievance. The employee's immediate supervisor shall attempt to adjust the matter within ten (10) calendar days of the presentation of the grievance.
- b. Step 2 - If the grievance has not been satisfactorily resolved in Step 1, a written appeal may be filed on the grievance form with the Employee's next higher supervisor within seven (7) calendar days following the completion of Step 1. The supervisor shall meet with and discuss the grievance with the Union Steward, the Union President or their designee and the aggrieved Employee within ten (10) calendar days of the written appeal. The supervisor shall provide an answer to the grievance in writing to the aggrieved Employee and Union President within ten (10) calendar days.
- c. Step 3 - If the grievance has not been satisfactorily resolved in Step 2, a written appeal may be filed on the grievance form with the Director of Human Resources, or their designee, within ten (10) calendar days following the completion of Step 2. Within ten (10) calendar days of such an appeal, the Director of Human Resources, or their designee, shall meet with the Union Steward, the Union President or their designee, a Council representative, and the aggrieved Employee to discuss the grievance. The Director of Human Resources, or their designee, shall provide an answer to the grievance in writing to the aggrieved Employee and Union President within ten (10) calendar days thereafter.
- d. To resolve issues at the appropriate step, the following issues will be automatically waived to Step 2 of the grievance process:
  - Suspensions without pay

Additional issues may be waived to Step 2 upon mutual agreement of the Union and Management.

## **Grievance Forms**

1. Any grievance may be filed on the authorized form agreed to between the parties to this Agreement.
2. The grievance form should contain the following fields:
  - Aggrieved Employee's name;
  - Aggrieved Employee's job classification/job title;
  - Aggrieved Employee's department;
  - Aggrieved Employees' immediate supervisor;

- Date grievance is being filed in writing;
  - Date and time grievance occurred;
  - Where alleged violation giving rise to grievance occurred;
  - Description of alleged violation giving rise to the grievance;
  - Articles and sections of Agreement violated; and
  - Resolution requested.
3. The agreed-to grievance form shall be made available to any Employee requesting such, either through their supervisor or Union representative.

### **Unfair Labor Practices**

Alleged violations of Section 23-911(b) and (c) of the Education Article of the Annotated Code of Maryland are subject to the Grievance and Arbitration Articles of this Agreement until and unless the Maryland Code is amended to provide for administrative review of such alleged violations of Maryland law.

## **ARTICLE 10 ARBITRATION**

### **Arbitration Procedure**

1. Any grievance as defined in Section 1 of the Grievance Procedure Article that has been properly processed through the grievance procedure set forth in that Article and which has not been settled at the conclusion thereof, may be appealed to arbitration by the Union by serving written notice of intention to appeal to the Director of Human Resources. Said written notice shall set forth the specific provisions of this Agreement allegedly violated, and a statement of the relief sought. A grievance must be appealed under this section no later than fifteen (15) calendar days after receipt by the aggrieved Employee of the Director of Human Resources or designee answer at Step 3 of the grievance procedure or said grievance shall be deemed to have been settled in accordance with the Step 3 answer, which shall be final and binding on the aggrieved Employee, the Union and HCLS.

### **Selection of Arbitrator**

1. The party advancing the grievance to arbitration shall within 15 calendar days request the Federal Mediation and Conciliation Service (FMCS) (or American Arbitration Association (AAA) if FMCS ceases to provide Arbitration panels) to furnish a list of not less than seven (7) qualified and impartial arbitrators who are members of the National Academy of Arbitrators, and they must have a primary office in the Maryland, District of Columbia or Virginia area. Within ten (10) business days of receipt of the FMCS (or AAA) panel of

arbitrators listing, the parties shall alternatively strike a name from the list until only one (1) name remains and that person shall be designated by the parties as the arbitrator. The party first to strike shall be the moving party who initiated the grievance. Either side has the right to reject one panel.

### **Arbitrator Jurisdiction**

1. The jurisdiction and authority of the arbitrator of the grievance and the arbitrator's opinion and award shall be confined exclusively to the interpretation and/or application of the express provision or provisions of this Agreement or HCLS's rules and regulations at issue between the Union and HCLS. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement, HCLS's rules and regulations, or applicable State or local law, or impose on either party hereto a limitation or obligation not explicitly provided for in this Agreement or in HCLS's rules and regulations. The arbitrator shall not hear or decide more than one grievance without the mutual consent of HCLS and the Union. The award of the arbitrator, in writing, on the merits of any grievance adjudicated within the arbitrator's jurisdiction and authority shall be served on both HCLS and the Union. The arbitrator's award with respect to any grievance as defined in Section 1 of the Grievance Procedure Article shall be final and binding on the aggrieved employee or employees, HCLS and the Union.

### **Arbitration Expenses**

1. The arbitrator's fees shall be divided equally between the parties. Each of the parties shall be solely responsible for any expense incurred in the production of its witnesses, testimony and exhibits; however, in the event the arbitrator requires a transcript, the cost shall be shared by both parties. If either party desires a transcript, the requesting party shall be responsible for the cost.

## **ARTICLE 11 PERSONNEL RECORDS**

- A. Official personnel files for all employees are maintained by Human Resources. Included in the personnel file are the employment applications, changes in employment status documented by personnel actions, annual performance reviews, training records, commendations, and records of any disciplinary actions. No anonymous material of any type shall be included in the official personnel file. Performance Evaluations and disciplinary actions shall be presented to the employee for review and signature before being placed in the employee's personnel file.
- B. Personnel files are available for employee inspection in Human Resources. Employees may request copies of documents in their personnel file. Employees may not insert or remove information from their files. Requests to add information must be presented, in writing, to the President & CEO or designee. By appointment with Employer Human Resources, Employees will be permitted to examine and request copies of their complete personnel file and receive them within a reasonable time.

- C. Personnel files shall be maintained in a secure and confidential manner at all times.
- D. Employees will have the right to respond to any material filed, and that response will be attached to the file copy. Furthermore, an Employee will be allowed to review any disputed material pursuant to the grievance and arbitration procedures set forth in this Agreement.
- E. The Employer shall not keep medical information or records in a personnel file except where necessary. The Employer shall restrict access to any medical information of Employees to those persons with a need for access for the purposes of relevant leave or accommodation requests.

## **ARTICLE 12 SENIORITY**

- A. Seniority is defined as the length of uninterrupted service with the Employer beginning at the Employee's hire date.
- B. Seniority will only be interrupted by a layoff of more than two (2) years, a resignation, retirement, or termination for just cause.
- C. Seniority will continue to accrue during all leaves as specified in this Agreement or any other approved leave, of not more than two (2) years.

## **ARTICLE 13 HOURS OF WORK**

### **Regular Work Week**

The standard work week will be between 12:00 am Monday and 11:59 pm Sunday for all employees. The standard work week of full-time staff members consists of thirty-seven and one half (37.5) hours. The standard work week for full-time employees shall be five (5) scheduled eight (8) hour work days, inclusive of a daily half-hour unpaid meal period. The standard work week of part-time staff members consists of, at minimum, 20 hours.

### **Work Schedule**

Work schedules showing all employees' shifts and days shall be published no less than two (2) weeks in advance. Should it be necessary due to employee leaves 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. Shift selection is based on position seniority. Employees will be regularly scheduled to work no more than two (2) nights per week unless business needs dictate otherwise. Changes to a shift schedule can be made by a supervisor at an employee's request, provided in the Employer's sole discretion the change does not impact operations. Employees are required to work no more than two shifts per year at Employer outreach and special events.

## **Work Breaks**

Employees will receive one paid break of 15 minutes for every four (4) hours worked. Employees will receive an unpaid lunch break of 30 minutes for any shift of five and a half (5.5) hours or more.

The Employer supports breastfeeding by accommodating covered employees that wish to express breast milk during the workday. The Employer will comply with the FLSA Protections to Pump at Work.

## **Flexible Work Schedule**

Eligible employees may be considered for a flexible work schedule if it can be accommodated and reasonably supports the normal business operations. Department heads are encouraged to provide flexibility for their Employees when it is possible and does not disrupt normal business operations. Employees must complete their probationary period before being eligible for a flexible work schedule.

## **Timekeeping**

When reporting to work in a branch, employees must use the automated payroll system to record their work time. When working offsite or at locations other than a branch, employees may clock in online or use their mobile device to record their time. Each employee is responsible for recording their attendance and any leave time used for each day. Leave must be used in one-half hour increments. Supervisors are required to approve the timecards for each of their employees each pay period.

The Employer's HRIS will automatically round time off to the nearest half-hour. Non-exempt Employees shall not perform any work when not on the clock. Deliberately falsifying, or tampering with time records, or recording inaccurate time on their own or another employee's electronic timecard will result in disciplinary action including suspension and dismissal. This provision does not prevent a supervisor from making authorized corrections to timecards in the Employer's HRIS. Employees may raise questions or concerns about timekeeping issues without fear of reprisal.

## **Telework**

There exists no right to telework. Eligibility for a regularly scheduled telework assignment must include: 1) a determination by the supervisor that Employee holds a position that has been identified as suitable for teleworking; and 2) Employee's signed Telework Agreement. Telework privileges will be revoked if at any time the Employee performance falls below standards.

Employee agrees that participation in the telework program is voluntary and is available only as long as Employee is deemed eligible at the Employer's sole discretion. Either party may terminate Employee's participation as a teleworker, with or without cause, upon written notice thereof, in writing, to the other.

While teleworking, Employee workday should mirror their normal workday in their designated office. Employee needs supervisor approval in advance before performing overtime/compensatory

work time and before taking leave. Working overtime, compensatory time, or taking leave without such approval may result in termination of the teleworking privilege and/or other appropriate action.

Employee agrees to be bound by all applicable Employer regulations, policies, and procedures while working at the remote work site. Violation of the foregoing may result in disciplinary action and the termination of the teleworking privilege.

Employee's supervisor must agree to any changes to Employee's Telework Schedule. Employee agrees to maintain contact with the main work site. The Employer may require the Employee to report to their designated office as soon as reasonably possible on any scheduled Telework day as deemed necessary to conduct the Employer's business.

Employee agrees to perform only the Employer authorized duties and to refrain from conducting personal business or any other work unrelated to the job while on work status at the telework location. Personal business includes, but is not limited to, caring for dependents, making home repairs, performing school or work unrelated to your job. Medical appointments, outside of Employee's regularly scheduled lunch break, should be reported and documented on the Employee's timesheet.

A weekly discussion outlining the upcoming week's work goals should occur between the Employee and their supervisor prior to the start of each work week. Employee must be present, responsive and engaged while teleworking. Employee is required to maintain regular contact with the supervisor and designated office staff each telework day, be available to accept calls, return calls promptly, and be accessible.

Failure of an Employee to complete work assigned in a satisfactory manner and/or failure to maintain the required contact with Employee's supervisor and designated office staff may result in adverse action, including disciplinary action. A decline in work performance will result in termination of the Telework privilege.

## **ARTICLE 14 LEAVE**

### **1. Vacation Leave**

Full-time employees will earn (112.50) hours of vacation leave each year, at the approximate rate of 4.3 hours per two-week pay period, during their first three years of employment. Beginning their fourth year, full-time employees will earn 160 hours of vacation leave each year, at the approximate rate of 6.15 hours per two-week pay period.

Part-time employees will earn 56 hours of annual leave each year, at the approximate rate of 2.15 hours per two-week pay period, during their first three years of employment. Beginning their fourth year, part-time employees will earn 80 hours of vacation leave each year, at the approximate rate of 3.07 hours per two-week pay period.



Maximum carryover of accumulated vacation leave from one calendar year to the next is 240 hours for full-time employees, and 120 hours for part-time employees.

Employees employed on or before June 30, 2005, who received more vacation leave under the policy in effect on June 30, 2005, will not be adversely affected.

### **Use of Vacation Leave**

- a) Employees must use a minimum of 75 hours for full time and 40 hours for part-time vacation leave per calendar year.
- b) Vacation leave requests should be submitted to the immediate supervisor at least three weeks prior to the requested dates. Requests will be approved as operations allow.
- c) Multiple leave requests for the same time period shall be considered on a fair and equitable basis provided that seniority shall be the determining factor in the event of a conflict, so long as no employee invokes seniority preference in successive years.
- d) Requests for more than three continuous weeks of vacation leave, approved by the Branch Manager, or if administrative staff, department head, will be considered by the President & CEO and shall be granted if scheduling within the Branch or department can be arranged.
- e) Vacation leave shall not be used during the first three months of employment. Exceptional circumstances may be authorized by the employee's supervisor and Human Resources, at the Employer's discretion, if discussed at start of employment.
- f) If employees submit letters of resignation prior to the required time per HCLS Board of Trustees Policy, Supplement 4, they may still request vacation leave. Once they reach the required notification date, they may not use more than two days of vacation leave prior to their resignation date. Employees will be paid for any vacation leave balance when their final paycheck is issued.
- g) At the end of the calendar year, 40 hours of excess vacation leave automatically transfers to sick leave for full-time employees (20 hours for part-time employees) Leave beyond this amount is forfeited.

## **2. Bereavement Leave**

Bereavement leave, not to exceed three workdays, shall be granted by the immediate supervisor because of death in the immediate family. The President & CEO may grant up to one additional workday for long distance travel (for either paragraph 1 or 2 below). Bereavement leave will not be deducted from any other leave earned by the employee.

1. Immediate family is defined as spouse, parent, parent-in-law, grandparent, sibling, or child; or step relatives of the same degree.
2. A one workday bereavement leave shall be granted for other relatives (sibling of parent, child of sibling, grandparent-in-law, sibling-in-law; or step relatives of the same degree).

## **3. The Family and Medical Leave Act of 1993 (FMLA)**

A. Employees who have at least 12 months of service during the prior 12-month period are eligible for 12 weeks of leave under The Family and Medical Leave Act when one of the following occurs:

1. Because of the birth of a child of the employee.
2. Because of the placement of a child with the employee for adoption or foster care.
3. In order to care for the spouse, child, or parent, of the employee, if such spouse, child, or parent has a serious health condition.
4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

B. Leave is designated as FMLA leave if it is used for any of the reasons stated above, and is counted toward the total of 12 weeks, whether the employee is on paid or unpaid leave status, except that if the employee uses personal, annual or sick leave and the absence is one week or less, the leave will not be counted as FMLA leave.

C. If both spouses are employed by HCLS, they are each entitled to no less than 12 weeks of leave per year for use in connection with the birth, adoption or placement of a child, and/or for children subject to their joint care and protection, or for the care of a sick parent.

D. The 12 work weeks under FMLA will consist of sick and, where applicable, vacation, and other leave accrued by the employee. Unpaid leave may be used if all other leave is exhausted.

E. Group health plan benefits will be continued on the same basis as coverage would have been provided if the employee had been continuously employed during the leave period.

F. When leave for the birth or placement of a child is foreseeable, the employee must give at least 30 days advance notice of intent to take the leave. When it is not possible under the circumstances to provide such advance notice, notice must be given as soon as practicable. When leave is foreseeable, based on planned medical treatment for a serious health condition, the employee must provide 30 days' notice or as many days' notice as is practicable. Forms for requesting leave under this Act are available from Human Resources.

G. The Employer requires that a health care provider certify a request for leave being taken for a serious health condition or for the extended care of another member of the employee's family as defined in section A above.

H. Upon return to work, the employee will be restored to the position held when the leave commenced or to an equivalent position in terms of employee benefits, pay, and other conditions of employment. If the employee fails to return to work for reasons within their control, the Employer is entitled to recover its cost for maintaining the employee's group health plan coverage during the period of unpaid leave.

I. The Employer will use the rolling 12-month period to calculate when an employee may take their 12 weeks of family or medical leave. Each time an employee takes family or medical leave, the remaining entitlement will consist of any balance of the 12 weeks which have not been used during the immediately preceding 12 months. Eligibility for leave under reasons 1 and 2 of clause A above expires 12 months after the birth or placement of a child.

J. An employee absent for one work week or more for any of the reasons listed above qualifies for FMLA leave. Even if accrued paid leave is used to cover that absence, the leave will be treated as FMLA leave for purposes of calculating the total amount of such leave an employee may be granted in one year. The employee will be notified pursuant to the Act when paid leave is to be treated as FMLA leave.

K. Employees who are absent due to an FMLA qualifying event are understood to be unable or unavailable to work in any capacity for any employer, including a secondary employer. If an employee's work ability and/or availability improve in a manner that permits the employee to resume any level of work activity, the employee is required to contact the Employer to determine if work that is consistent with their work capacity is available. If the employee fails to notify the Employer of the improved ability and/or availability and is found to be working in any capacity for another employer, the employee will be subject to disciplinary action, including termination.

L. The above is a general overview of The Family and Medical Leave Act; it is not intended as a full explanation of the Act.

## **1. Unpaid Leave of Absence**

A. Leave without pay may be granted to an employee at the Employer's discretion only after all other sources of applicable leave have been exhausted. Requests for leave without pay should be submitted in writing to the President & CEO and should be accompanied by an endorsement from the department head. Leave without pay may be granted for leave not covered under the Family and Medical Leave Act of 1993, (e.g., education, extended vacation) if not detrimental to the Employer service in the judgment of the Employer. The maximum amount of leave without pay shall be one year.

B. While there is no guarantee of reemployment, the Employer will make reasonable efforts to restore the employee to the position vacated or an equivalent position. No leave of any kind accrues while an employee is on unpaid leave of absence status. The employee's increment date, leave plan date, and years of service date will be extended by the number of months of unpaid leave; any part of a month is considered one month. The employee should make arrangements with Human Resources if continuation of medical insurance is desired.

## **2. Paid Personal Leave**

Full-time employees are granted 16 hours of paid personal leave per calendar year. Part-time employees are granted eight hours of paid personal leave per calendar year. Personal leave is pro-rated during the first year of employment. Personal leave may be used at any time with supervisor's approval. Personal leave must be used in segments of one-half hour or more. Unused personal leave does not accumulate from one year to the next.

## **3. Paid Sick Leave**

A. Policies surrounding sick and safe leave shall be in accordance with the Maryland Healthy Working Families Act.

B. Full-time employees are granted 10 hours of paid sick leave per month. Part-time employees are granted five hours of paid sick leave per month. Sick leave is granted for personal illness or disability including normal disability associated with the birth of a child, for medical or dental appointments, to care for family members or members of the employee's household. This means that staff can use sick leave to care for family members even if they are not members of the household. Sick leave is available as earned. Sick leave must be used in segments of one-half hour or more. An employee is responsible for notifying their supervisor of illness no later than 30 minutes after start of shift or as soon as reasonably possible. Unused sick leave accumulates from one year to the next.

C. In accordance with Maryland State Retirement Agency regulations, there is no ceiling on accumulation of sick leave. While on sick leave, an Employee is considered to be in a pay status and may therefore continue to accumulate sick leave and other types of leave. During extended illnesses, sick leave is not charged for any regular Employer holidays which occur during the period of illness.

D. The Employer may require any employee who is absent for five consecutive days or more upon their return, to provide the appropriate Human Resources designee with a written statement signed by the attending physician, indicating that the employee is able to return to work. Prior to returning to work following an extended absence requiring the use of sick leave, employees may be required to waive their privacy rights under the Health Insurance Portability and Accountability Act of 1996 in order to comply fully with the following:

- a. at HCLS's discretion, must provide written verification from their doctor stating that they are fully capable of resuming their job and,
- b. at HCLS's discretion and expense, may also be required to see HCLS's physician to determine same. Should the doctors disagree in their assessment, the HCLS doctor's assessment shall stand.

E. Sick leave requested for non-emergency medical appointments must be submitted to the immediate supervisor by 5 pm Wednesday of the week prior to the scheduled appointment.

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

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

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

- Preceding or following weekends;
- Preceding or following paid holidays;
- On days when a vacation request has been denied;
- Failure to notify the Employer of absence;
- Other substantial evidence of misuse.

## **7. Transfer of Sick Leave from Other Maryland Libraries**

The Employer may accept the transfer of accumulated sick leave from other Maryland public libraries provided the previous employer did not make payment for that sick leave.

## **8. Unused Sick Leave**

Upon retirement, unused sick leave will be credited toward retirement. Sick leave is not paid out when employees leave the Employer.

## **9. Military Leave**

Employees who are members of Armed Forces or of the National Guard are entitled to a leave of absence for military duty in accordance with applicable law.

## **10. Jury Duty**

A benefited employee called to jury duty will be excused from the job without loss of pay or leave credit. However, the employee will be expected to report for work during any period of time in which they are not assigned to a case. The employee must inform their immediate supervisor and Human Resources (for pay purposes) upon receipt of notification for jury duty and provide a copy of the notification for jury duty form. The Employer will pay the employee's regular salary for the amount of time the employee would otherwise have been scheduled to work. Any payment received as a juror may be retained by the employee in addition to regular salary.

## **11. Court Summons**

Employees receiving a court summons must request leave in writing from the department head. The request should be forwarded to the Director of Human Resources, who will determine the type of leave granted based on the circumstances.

## **12. Voting in Primaries and Elections**

Employees may use personal or vacation leave to vote. Supervisors are encouraged to accommodate those employees requesting personal or vacation time to vote.

## **13. Administrative Leave**

Employees may request administrative leave to attend conferences and other professional meetings. Requests for administrative leave must be submitted in writing, through the department head, to the President & CEO. Administrative leave may be granted if branch or office coverage is adequate.

# **ARTICLE 15 SICK LEAVE BANK**

- A. All bargaining unit employees are automatically enrolled in the Sick Leave Bank (SLB) the later of thirty (30) calendar days following their date of hire or the effective date of this Agreement. Enrolled employees may opt out of the Sick Leave Bank at any time.

- B. Contributors will be permitted to apply for leave from the Bank to cover workdays for periods of personal illness, injury, or health procedure which are not only prolonged but are also incapacitating to the point where one cannot perform their duties. The Bank is for personal illness suffered only by the contributing member. Personal and vacation leave do not have to be used in order to use the Sick Leave Bank.
- C. Employees enrolled in the Sick Leave Bank shall make the following contributions:
- a) full-time employees – 7.5 hours of sick leave evenly remitted over 26 pay periods.
  - b) part-time employees - 4 hours of sick leave evenly remitted over 26 pay periods.
- D. Initial bank leave grants will not be given in increments of more than 450 hours per calendar year. An employee may request additional grants in increments of no more than 225 hours per calendar year.
- E. Application for use of the Bank shall be made on the required form and submitted to Human Resources.
- F. To qualify for leave from the Sick Leave Bank, an employee:
- must be an active member of the SLB;
  - must have exhausted all sick leave;
  - must qualify for the use of sick leave under the requirements outlined in Article 14 of this agreement;
  - must have a prolonged personal illness, injury, or health procedure recovery;
  - must provide sufficient medical documentation to substantiate absence for the time period covered by the SLB request;
  - must not have a record of sick leave abuse;
  - must not have used more than 12 continuous months of leave from the SLB and all other forms of paid leave; and
  - must complete Employer's authorization form to release health information to Joint SLB Committee.
- G. Denials of requests for sick leave bank use by the Employer may be appealed to the Joint SLB Committee, comprised of three (3) members of the collective bargaining unit appointed by the Union and two (2) members appointed by the Employer. All SLB Committee decisions are final and are not subject to appeal or any grievance procedure.
- H. The Employer Human Resources Department shall verify that sick leave is exhausted. Human Resources shall credit the affected employee with the number of days granted.

- I. If a member does not use all of the days granted from the Bank, the unused sick leave bank days will be returned to the bank.

## **ARTICLE 16 HOLIDAYS**

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

January 1 – New Year’s Day  
Third Monday in January – Martin Luther King, Jr.’s Birthday  
Third Monday in February – Presidents’ Day  
Friday before Easter – Good Friday  
Last Monday in May – Memorial Day  
June 19<sup>th</sup> – Juneteenth  
July 4<sup>th</sup> -- Independence Day  
First Monday in September – Labor Day  
November 11<sup>th</sup> – Veteran’s Day  
Fourth Thursday in November – Thanksgiving Day  
Fourth Friday in November – Day after Thanksgiving  
December 24<sup>th</sup> – Day of Christmas Eve  
December 25<sup>th</sup> – Christmas Day

Employees will also be granted holiday leave with pay for their birthday. Employees’ birthday leave must be taken within two weeks of the week of the employee’s birthday.

Full-time employees will be granted 7.5 hours of holiday leave for each holiday. Part-time employees will be granted 4 hours of holiday leave for each holiday.

Library branches will close at 5pm on the day before Thanksgiving and New Year’s Eve, December 31<sup>st</sup>.

If a holiday or an observed holiday falls on a full-time employee’s regular day off, the employee will be granted 7.5 hours vacation time. If a holiday or an observed holiday falls on a part-time employee’s regular day off, the employee will be granted 4 hours vacation time and the work schedule will be adjusted so that hours worked, plus holiday hours, equals 20 hours.

Employees required to work on a holiday will be paid at the rate of two (2) times their regular hourly rate of pay for each hour worked.

All employees will also receive two (2) floating holidays at the beginning of each calendar year to be used to participate in holiday activities of their choosing. Newly-hired employees will receive their two (2) floating holidays prorated depending on their start date. The floating holidays must be used within the calendar year.



## **ARTICLE 17 JOB TITLES**

The unit includes employees occupying the following list of HCLS job titles:

Accounting Specialist  
Accounts Payable Specialist  
Acquisitions Specialist  
Adult Art Curriculum Specialist  
Adult Basic Education Assistant  
Adult Learning & Innovation Specialist  
Children's Instruction & Research Specialist  
Sr. Graphic Designer  
Communications Strategist  
Curriculum Assistant  
EDI Manager - Customer Experience  
Customer Service Specialist  
Customer Service Supervisor II  
Data Specialist/Cataloger  
EDI Manager – Cultural Connections & Exchanges  
DIY Customer Service Specialist  
DIY Instruction & Research Specialist  
Early Childhood Instructor & Ed Specialist  
E-Curriculum & Data Analyst  
Enchanted Garden Coord & Research Specialist  
Events Production Manager  
Financial & Procurement Analyst  
Grant & Gifts Specialist  
Head of Teen Curriculum  
Hardware Engineer  
ILL Specialist  
Instruction & Research Specialist  
Instructor & Research Specialist Digital Design & Production  
IT Projects & Database Specialist  
IT System Support Administrator  
Manager of Virtual Instruction  
Materials & Acquisition Specialist  
Materials Specialist  
Multimedia Producer  
On-The-Road Children's Instructor  
On-The-Road Customer Service Specialist  
Processing & ILL Specialist  
Professional Development Instructor  
Program Evaluation and Data Analytics Manager  
Software Systems Manager & STEM Ed. Specialist  
Sr. Collection Development Specialist

Sr Customer Service Specialist  
Sr. Network Engineer  
STEAM Mobile Unit Instructor & Research Specialist  
STEAM Mobile Unit Driver & Instruction Assistant  
STEM Education Instructor & IT Specialist  
STEM Education Instructor & Coordinator  
Sunday Supervisor  
Support Services Specialist  
Systems Support Administrator  
Teens' Instructor & Research Specialist  
Web Content Specialist  
Web Developer & Project Leader

If any new classifications are created, the inclusion or exclusion of the new classification in the bargaining unit will be subject to the mutual agreement of the Employer and the Union. In the event the Employer and the Union are unable to agree on the inclusion or exclusion of a classification, either party may submit the issue to arbitration following the process outlined in Article 10 of this agreement.

## **ARTICLE 18 WAGES**

FY25: COLA of 2% effective July 1, 2024 and 3% step increase on employee's designated step date for those who are step eligible.

Within two weeks of the execution of this Agreement, the Employer shall provide each member of the bargaining unit employed as of the execution date of the Agreement with a one-time lump sum payment as follows:

- Full-time employees-- \$750
- Part-time employees--\$375

FY26: COLA of 4% effective July 1, 2025 and 3% step increase on employee's designated step date for those who are step eligible.

FY27: COLA of 4% effective July 1, 2026 and 3% step increase on employee's designated step date for those who are step eligible.

All wage increases (COLA and step) are contingent upon the Employer receiving approval by the Board of Trustees and sufficient funding from Howard County to cover such increases. In the event the wage increases are rejected by Howard County, the Employer and the Union will renegotiate the wage increases within the limits of the allocated funding for review by the County, consistent with state law (Section 23-910 (C)).

### **Overtime**

Full-time non-exempt employees who work in excess of 40 hours per week will receive pay at one and one-half (1.5) times their regular hourly rate for the additional hours worked. Any hours worked in excess of 37.5 hours per week must be approved in advance in writing by the department head. The use of paid and unpaid leave time such as holiday, sick and vacation leave is not considered work time, and therefore is excluded from the weekly total of hours worked for purposes of calculating overtime. Overtime is paid to those eligible only after they have worked 40 hours, with the exception of Sunday hours as outlined below. At the President & CEO's discretion, full-time exempt employees will be eligible for a period of paid leave as an acknowledgment of above and beyond time contributions (meritorious leave). This leave does not adjust an employee's base pay, nor does it have any cash value. This meritorious leave must be used within 30 days of when it is issued.

There shall be no duplication or pyramiding in the computation of overtime or other premium wages, and nothing in this Agreement shall be construed to require the payment of overtime more than once for the same hours worked.

### **Sundays**

Full-time and part-time Employees may be scheduled to work Sunday shifts to meet operational or service needs. The Employer and the Union will agree to work to develop an equitable process for scheduling Sunday shifts, taking into account factors such as, but not limited to, seniority, staff preference, number of shifts per person, staffing and service needs, and impact on weekly branch schedules.

Full-time Employees who are scheduled to work a Sunday shift will be paid at time and one half (1.5) their regular rate of pay for Sunday hours worked.

Part-time Employees scheduled to work a Sunday shift will be paid at time and one half (1.5) times their regular hourly rate for the Sunday hours worked.

For all full-time and part-time Employees, overtime will be paid according to the Fair Labor Standards Act.

### **Step Increases**

Employees who are eligible for a step increase and who meet the standards established by the Employer for satisfactory performance shall receive a step increment.

Employees shall receive copies of their performance evaluations at the time that they sign them. Should any changes be made to that evaluation, the Branch/Department Manager and the Employee shall initial the change, and the Employee will receive a copy of the updated evaluation. Performance Evaluations are not subject to the grievance process.

## **Demotions**

The salary of an employee who is demoted at the employee's own request or for cause shall be determined by the Director of Human Resources or designee, in consultation with the Chief Executive Officer, after all circumstances related to the personnel action have been considered. The new rate of pay for a demoted employee will fall within the range of the grade of the newly assigned position.

## **Bilingual Pay**

The Union and the Employer agree to work jointly through Labor Management Committee to develop a program for the need, qualification, deployment, and differential pay for employees attaining bilingual qualifications. The agreement will be forwarded to the Employer's CEO for approval and implementation through a side letter.

## **ARTICLE 19 WORKING OUT OF CLASSIFICATION**

- A. An employee who works out-of-title shall be accorded the wages and benefits that are commensurate with the position or capacity in which they work however long the employee works acting out-of-title.
- B. An employee shall not be required to work out-of-title for a period of more than one hundred eighty (180) calendar days.
- C. The Employer shall not place and replace employees in an acting out of title status to extend the period of acting out-of-title to cover a specific position for a total of more than one year.

## **ARTICLE 20 INSURANCE**

### **1. Health Insurance**

- (a) During the term of this agreement, bargaining unit members shall be eligible for the medical (including vision and prescription drug), dental, life, long term disability, flexible spending accounts, and any other insurance benefit programs on the same basis as all Library employees. This includes eligibility for participation, premium contribution rates, plan coverage, and all other terms and conditions as stipulated in each benefit's governing document.
- (b) Health insurance rates for calendar year 2025 are provided in Exhibit 1

- (c) Bargaining unit members may participate in a pre-tax voluntary benefit program(s) offered to all other Library employees.
- (d) Procurement. When it becomes necessary for Howard County to procure health insurance coverage on behalf of the Library, the Union shall be given on a timely basis, the opportunity to meet with the Library to discuss health benefit issues and provide input.

## **2. Life Insurance**

All benefited employees, who are enrolled in the Maryland State Teacher's Retirement Pension System, will receive a death benefit equal to 100% of their annual salary as part of membership after one year of creditable service. Because this is a State benefit the Library has no control over any changes in State benefits. Supplemental life insurance plans are available to all employees during open enrollment.

## **3. Separation from Employment**

An employee who separates from the Library will be provided information outlining how benefits are affected upon separation.

# **ARTICLE 21 HEALTH AND SAFETY**

## **A. Safety and Health**

- a. The Employer will endeavor, to the extent of its authority, to provide safe, secure, healthful working conditions for all employees. 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. It is the intention of the Employer and the Union to set forth uniform procedures for addressing unsafe situations in the workplace.
- b. If a hazard is discovered and identified within a branch or systemwide, or a safety incident occurs, all employees within a branch or systemwide will be notified immediately by either HCLS Alerts for systemwide issues, or by email and radio/in-person alert for branch specific issues. Employees may request additional information from the Employer on health and safety related incidents and conditions that have occurred at worksites. The Employer will respond to

these requests as soon as reasonably practicable, but in no event, later than two business days.

- c. The Health and Safety Committee will be composed of an equal number of representatives appointed by the Union and the Employer and will be co-chaired by a Union and Employer representative.
- d. The Health and Safety Committee shall make informed recommendations on workplace health and safety. Its general responsibility includes helping educate staff and providing guidance on workplace safety. The Committee will:
  - i. meet on an established schedule;
  - ii. receive and review a quarterly summary of job-related health and safety reports including accident and incident reports and make appropriate recommendations;
  - iii. promote health and safety education;
  - iv. maintain and review minutes of all Health and Safety Committee meetings;
  - v. review the availability and adequacy of first aid supplies and equipment and address any inadequacies.
- e. Members of the Health and Safety Committee will be paid by the Employer while performing committee duties, including travel time, and will also be paid for any time spent in committee approved training related to health and safety.
- f. The Employer will provide all personal protective clothing and/or equipment that are required by applicable laws, regulations, and policies. Personal protective equipment for infection control, such as face coverings, gloves, and sanitary wipes will be readily available for employees upon request. The Employer shall purchase or provide reasonable reimbursement to employees who are required to wear non-prescription safety glasses. For employees who wear prescription glasses, where non-prescription glasses do not provide adequate protection, the Employer shall provide reasonable reimbursement for prescription safety glasses.
- g. Employees will be provided with information on all communicable diseases to which they may have routine workplace exposure. Training provided to new employees as part of orientation, and at least annually thereafter, will 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 CDC recommended precautions. In the event that an Employee is exposed to biohazard (e.g., blood) and/or a communicable disease because of work

related activity, the Library shall take whatever steps are required, in accordance with applicable law and/or CDC guidelines. The costs for applicable tests shall be payable by the Employer or otherwise compensable in accordance with existing workers' compensation law. Employer-required or arranged testing associated with such diseases will be done on work time.

- h. In the event of a biohazard, Employees should make every effort to avoid contact and should submit a building request for immediate remediation.
- i. Trainings including CPR, Stop the Bleed, and Narcan will be provided at Employer cost and during work time. The Employer will develop emergency facility evacuation plans and provide appropriate training, including fire drills and active shooter training.
- j. When an asbestos hazard is discovered, employees shall be promptly notified of the existence and location of the hazard.
- k. Employer will follow the guidelines of the Pregnant Workers Fairness Act.
- l. Employees who are injured or who are involved in an accident during the course of their employment will be directed to fill out the Employer Incident/Injury Report.
- m. In the event that a branch is closed due to facilities issues, employees may work at another branch, take leave, or telework if telework eligible. In the event that all branches are closed due to facilities issues, time off will not be charged to leave accruals.

#### B. Extreme Temperature Procedures

- a. The Parties acknowledge that in fulfilling the Employer's obligations to provide continuous service to the public, the Library should remain open and maintain its service during regular hours when possible. The Parties also acknowledge that the Employer has an obligation to provide a workplace free of recognized hazards to employees, and to apply feasible solutions to unsafe indoor working conditions created by temperature extremes. The Employer will provide training for all employees on the signs and symptoms of heat stress exposure, and methods and plans available should employees be overcome with heat stress at work.
- b. If air conditioning is not sufficient, large fans will be provided for air movement. The Employer will provide access to ice and cool water in

breakrooms and accessible work areas, for all employees. Additional rest periods in cooling areas will be provided to allow workers to cool off immediately if they experience signs of heat stress.

- c. The Employer will follow Maryland Occupational Safety and Health (“MOSH”) heat stress standards.
- d. Employees shall not be permitted to work in buildings which have been closed due to extreme weather conditions for the duration of the closure.

## **ARTICLE 22 EDUCATION AND TRAINING**

### **1. Tuition Reimbursement**

- A. All tuition reimbursement is dependent upon funding in the fiscal year.
- B. All full-time and part-time employees who have been employed by Employer for at least six months will be eligible to participate in the tuition reimbursement program. The Employee must be in good standing, i.e., not be on Performance Improvement Plan or be in “active disciplinary process” (written warning or greater) at the time of approval of application.
  - i. All submitted requests will be retained until the end of the fiscal year. Available monies will be distributed equitably. In any case, payment per credit hour shall not exceed the in-state tuition costs at the University of Maryland.
- C. An employee will not be reimbursed for tuition costs if they receive an incomplete or failing grade for the course. (Graduate level courses may have different minimum passing standards.)
- D. If the employee receives educational benefits under the GI bill and/or any type of scholarship, grant, fellowship, or other educational assistance program, the amount reimbursed by the Library shall be limited to the difference between the amount available under other sources and the total cost (not to exceed total amount available under this Article.)
- E. A maximum of three credits per semester has been established for reimbursement for a total of nine credits for one year. A semester is defined as fall, spring, and summer.



F. An employee who voluntarily leaves the employment of Employer within 12 months of completion of the course(s) must reimburse Employer 100 percent of all monies paid by Employer.

G. Programs considered for approval shall include:

1. Individual courses (non-degree or non-certificate programs) – Must be job-related
2. Degree or certificate program – the anticipated degree or certificate must be job-related. Individual courses leading to those degrees or certificates need not be job-related.
3. Employees Who Presently Hold Advanced Degrees - An employee who presently has an advanced Degree may be reimbursed for an additional advanced degree based upon the value of that degree to Employer, as approved by the President & CEO or designee prior to the start of classes, or if the degree being pursued is an MLS Degree.

## **2. Education and Training**

A. Employees who are assigned or volunteer and are approved by the Employer to assume additional duties in their job classification which requires accreditation, licensure or certification, shall be granted time off with pay and be reimbursed for any cost associated with the accreditation, licensure or certification. The Employer shall grant the necessary time off with pay and/or provide in-service training for employees required to maintain accreditation, licensure or certification as a minimum qualification for their position. The Employer will reimburse the costs required to maintain accreditation, licensure, or certification, depending on available funding.

B. Whenever employees are required to participate in in-service training programs, they will be given time off from work with pay to attend such programs. Travel time will be reimbursed. The costs of such training will be paid by the Employer.

C. All employees will be scheduled sufficient time to complete Employer-required trainings.

D. When an approved course is offered only during an employee's working hours, an employee may receive paid release time to attend training.

E. Conference Attendance – The Employer will work with Employees, supervisors, and administrators to ensure that Employees are provided with opportunities to attend professional conferences, workshops, and other training events to enhance job performance and help the staff to meet state standards for professional certification. The Employer will, when possible, send announcements of relevant conferences and workshops to Employees.

F. Requests for attendance and/or expenses to attend conferences, workshops, etc., should be submitted to the immediate supervisor for approval at least 45 days in advance. Exceptions will be made only in the case of late announcement of conference dates or other reasonable circumstances.

G. An Employee who receives funding must submit an expense report (with receipts) to the Employer within 10 work days of their return to work.

H. To attend a conference, Employees must receive leave time permission from their immediate supervisors. Employee compensation for attendance at conferences and workshops will be in accordance with the FLSA and State wage/hour law.

### **ARTICLE 23**

#### **VACANCIES AND FILLING BARGAINING UNIT POSITIONS**

- A. For the purpose of this Agreement, a vacancy is created when the Employer determines to increase the work force and to fill any new bargaining unit position(s), or when the Employer determines to replace a bargaining unit incumbent who has been promoted, resigns, retires, or is terminated.
- B. Whenever a vacancy occurs in any bargaining unit position or as a result of the development or establishment of a new bargaining unit position, the Employer shall post on the Staff Intranet, for a minimum of seven (7) calendar days, a description of the vacancy. The posting description shall be dated and shall contain the job title, a general description of the duties, grade, and the work area of the position. A link to the posting will be emailed to the Union.
- C. If a qualified employee does not apply within the seven (7) days, the Employer may post the opening to the public through such procedures as are typically used and established by the Employer.
- D. Any employee, including those on layoff, may apply for a posted vacancy by submitting an application to the Employer.
- E. All internal applicants for a vacancy shall be notified whether they meet the qualification criteria for the position. All internal applicants who meet the qualification criteria for the position applied for will receive an interview for the position. Selection of employees to fill a posted vacancy shall be made from among all applicants who have been certified as eligible based upon meeting the qualification criteria of the job specification.

- a. If after the interview process, two (2) or more employees applying for the vacancy are determined to have met the qualifications and requirements of the job, the one with the most seniority will be offered the position.
- b. An employee who completes the interview process, but is not selected to fill the vacant position, may request feedback about their non-selection from Human Resources. Human Resources will meet with the employee upon request to discuss recommendations to assist with future promotional opportunities. Additional follow-up meetings may be scheduled upon request.

## **ARTICLE 24 DRESS CODE**

Each employee, regardless of assignment, represents the Employer while on the job. Work attire should complement the Employer's services. It is expected that all employees will exercise good judgment and consider their position, duties, customer contact, and safety standards when choosing their work attire. Proper attire is defined as neat, clean, and safe. Dress should reflect well on the Library as a community establishment.

Neat, appropriate dress and hygiene, and a professional image are important to create a positive and welcoming environment for staff and our customers. The Library dress code is Business Casual. Clothing articles considered inappropriate include:

- Jeans (except for Fridays, Saturdays and Sundays) (must be clean and free of rips, tears and fraying)
- Sweatpants, Leggings (except when worn under a dress or similar other appropriate clothing), exercise wear, sleepwear
- Shorts
- Shirts with writing (other than the Employer logo)
- T-shirts or sweatshirts (other than with Employer logo)
- Beachwear
- Crop tops, clothing showing midriffs, spaghetti straps
- Sandals, crocs, flip flops, slippers, open-toe shoes or other footwear that will not protect feet from falling books or may cause a tripping hazard. Employees must wear closed toe shoes for safety reasons.
- Hats (unless working outdoors or for religious accommodation)

Employer issued employee identification badge must be worn at all times. The identification badge may be worn with an Employer provided lanyard or clipped visibly to clothing.

The Employer, at its discretion, may make exceptions to the dress code during designated time periods, such as during unusually hot or cold weather or during special occasions.

Employees who do not meet the dress code standards are subject to corrective action, including being required to leave the workplace to change clothes.

## **ARTICLE 25 INCLEMENT WEATHER**

- A. In making a determination whether to open late, close early, or close for the entire day, the Employer will consider plans/decisions being made by Howard County government, Howard Community College and Howard County Public School System (school closure does not determine Employer's decision), as well as checking weather updates from a number of sources.
- B. The decision whether to declare an inclement weather closing or delay shall be based on the cumulative of all these factors and no one factor shall be conclusive or determinative.
- C. All communications regarding inclement weather-related closings and delays will be updated by 7am, Monday through Saturday, and by 11am on Sundays.
- D. The Employer will announce the early closure of HCLS for a partial day as early as practicable.
- E. Employees shall be notified once a closing decision is made. All closure decisions will be communicated to employees through HCLS channels (e.g., email, SI, text, staff update telephone number).
- F. Should an employee choose not to report to work due to inclement weather where the Employer is open, the employee may use Personal or Vacation leave to cover their absence or elect to report to the branch closest to them ("inclement weather branch"). Employees scheduled for pre-approved leave will be charged for such leave regardless of any adjustments to the Employer's hours.

## **ARTICLE 26 LAYOFFS AND REDUCTIONS**

- A. When the Employer determines that a reduction in force (RIF) or furlough is necessary, it shall notify the Union prior to notification to the affected employees, which job classifications shall be reduced and why. Notice should be given to affected employees at least thirty (30) days in advance of the RIF, unless a longer notice is required by law. Reductions in force and recalls shall be based upon seniority when the following decision factors are relatively equal: work experience and performance.
- B. Layoffs shall occur in the following order:
  - a) All seasonal, temporary or contingent employees in the affected classification shall be terminated.
  - b) Employees in the effective classification who have not completed their initial probationary period shall be laid off prior to a non-probationary employee in that class being laid off.
  - c) Part-time employees in the affected classification.
  - d) Regular full-time employees in the affected classification.

- C. An employee laid off shall be entitled to “bump” less senior employees in a lower pay grade, provided the transferring employee meets the minimum qualifications of the job classification to which the employee wishes to transfer.
- D. Before an employee is laid off due to the employee's job being eliminated because of the introduction of new technology, the Employer will, whenever practicable, make reasonable efforts to train the employee (including in the new technology) and retain the employee for a comparable or new position, if available.
- E. Employees who are laid off due to a reduction in force will be placed on a recall list for a period of one year and offered recall in order of seniority. The Union will be provided with the recall list and be notified of employees recalled from the list. Employees who are eligible for recall will be notified by home/cell phone, personal email address, and mail using the most up-to-date contact information available to the Employer and will be allowed two (2) weeks from such notice to advise the Employer if they accept the offer to return to work. The Employee will have two weeks from the date they accept the recall offer to return to work. If a position is offered and rejected by the employee, or if the employee fails to return to work within two (2) weeks of acceptance of the recall offer, their recall rights expire. Laid off employees who meet the qualifications of and transfer to a vacancy will retain recall rights prior to the hiring of any new employees for 12 months. Employees recalled to a new position will be placed on probationary status. Employees who are recalled within twelve months of their layoff will have their sick leave balance as of the effective date of the layoff restored. Upon recall, the employee’s seniority shall be adjusted by the period of time of the RIF.
- F. As an alternative to abolishing an employee’s position, the Employer may furlough an employee who might otherwise be placed in RIF status. As an alternative to abolishing positions, the Employer retains the right to furlough when it determines that the shortage of funds or curtailment of work affecting the position will not exceed one (1) year. The Employer may use furlough only when it intends to recall the employee to the same position as that from which they have been furloughed. When the possibility of recall within one (1) year is doubtful, furlough should not be used.

## **ARTICLE 27 SUBCONTRACTING**

### **Bargaining Unit Work**

- 1. HCLS is interested in maintaining maximum employment for all Employees covered by this Agreement consistent with the needs of HCLS.
- 2. Before contracting or subcontracting work, HCLS shall make every effort to ensure that bargaining unit employees will not be laid off or demoted as a result of work being performed by an outside contractor.
- 3. The Employer will notify the Union of the nature and scope of any contracting out or subcontracting of bargaining unit work to be performed and the reason HCLS is

contemplating contracting out work. Absent exigent circumstances, notification shall be in writing and delivered to the Union at least 30 days prior to any contract work takes place. The Employer will be available to meet with the Union to discuss the contracting out or subcontracting of bargaining unit work.

## **ARTICLE 28 SEPARABILITY AND SAVINGS**

- A. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.
- B. If any term or provision of this Agreement is, at any time during the life of this Agreement, determined by a court of competent jurisdiction or any other authoritative and official source to be in conflict with any applicable valid Federal or State law, such term or provision shall continue in effect only to the extent permitted by such law. If any time thereafter, such term or provision is no longer in conflict with any Federal or State law, such term or provision, as originally embodied in this Agreement, shall be restored to full force and effect.
- C. Upon issuance of a decision holding any portion of this Agreement invalid, the parties agree to hold themselves available to bargain over a substitute for the invalidated article, section or portion thereof. The remaining parts of provision shall remain in full force and effect.

## **ARTICLE 29 SCOPE OF AGREEMENT**

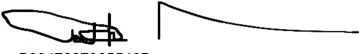
- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unrestricted right and opportunity to present demands and proposals with respect to any matter subject to collective bargaining. Therefore, the parties, for the term of this Agreement, each waives their rights and each agrees 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. Amendments or clarifications of this Agreement mutually agreed upon, shall be reduced to writing, attached to and shall become a part of this Agreement.
- B. A waiver or failure to enforce a provision of this Agreement shall not be construed to modify any terms, conditions, or enforcement mechanisms of the Agreement.
- C. New Matters Not Waived. Nothing contained herein shall be interpreted as precluding the right of the parties to negotiate on matters which develop after the entering into of this contract and which have not heretofore been bargained upon.


**ARTICLE 30**  
**DURATION OF AGREEMENT**


This Agreement is to be effective May 2, 2025 and shall remain in full force and effect through June 30, 2027, and shall annually thereafter be renewed automatically unless either party gives at least sixty (60) days written notice to the other party prior to the expiration date if there is a desire to change, modify or terminate the Agreement.


In witness whereof, the parties cause this Labor Agreement to be executed by their duly authorized Representatives.


FOR THE UNION

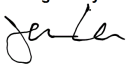
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Patrick Moran  
President  
AFSCME Council 3


Signed by:  
  
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Benjamin Israel  
Organizing and Research Coordinator  
AFSCME Council 3

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Charles Smalls  
Negotiating Committee  
AFSCME Council 3


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Gabriela Perez Penaloza  
Negotiating Committee  
AFSCME Council 3

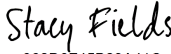
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Jesse Lee  
Negotiating Committee  
AFSCME Council 3


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Megan Royden  
Negotiating Committee  
AFSCME Council 3


FOR THE EMPLOYER

DocuSigned by:  
  
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Elizabeth Banach  
Chair of Board of Trustees  
Howard County Library System

DocuSigned by:  
  
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Tonya Aikens  
President & CEO  
Howard County Library System

Signed by:  
  
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Stacey C. Fields  
Director of Human Resources  
Howard County Library System

Signed by:  
  
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Christie P. Lassen  
Director of Communications and External  
Affairs  
Howard County Library System

Signed by:  
  
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Dorna Anderson  
Director of Finance  
Howard County Library System



# EXHIBIT 1

**HOWARD COUNTY LIBRARY SYSTEM**  
**PLAN YEAR: JANUARY 1, 2025 - DECEMBER 31, 2025**

PLAN OPTION & ENROLLMENT TIER	2025 FULL MONTHLY PREMIUM	2025 FULL TIME EMPLOYEE Bi weekly contribution (24 pays)	2025 PART TIME EMPLOYEE Bi weekly contribution (24 pays)
<b>Aetna Open Choice PPO</b>			
Employee	\$947.94	\$71.50	\$237.00
Employee & Child(ren)	\$1,658.89	\$124.50	\$415.00
Employee & Spouse	\$2,180.27	\$164.00	\$545.50
Family	\$2,701.63	\$203.00	\$675.50
<b>Aetna Open Access Select</b>			
Employee	\$802.89	\$40.00	\$201.00
Employee & Child(ren)	\$1,501.42	\$75.50	\$375.50
Employee & Spouse	\$1,846.65	\$93.00	\$462.00
Family	\$2,376.58	\$119.50	\$594.50
<b>Kaiser HMO</b>			
Employee	\$705.66	\$35.50	\$176.50
Employee & Child(ren)	\$1,340.75	\$67.50	\$335.50
Employee & Spouse	\$1,623.02	\$81.00	\$406.00
Family	\$2,116.98	\$106.00	\$529.50
<b>VSP Vision PPO</b>			
Employee	\$6.91	\$0.50	\$0.50
Employee & Child(ren)	\$12.50	\$1.00	\$1.00
Employee & Spouse	\$15.97	\$1.00	\$1.00
Family	\$20.04	\$1.50	\$1.50
<b>Delta Dental PPO Plus</b>			
Employee	\$38.93	\$9.75	\$9.75
Employee & Child(ren)	\$64.89	\$16.25	\$16.25
Employee & Spouse	\$84.36	\$20.00	\$20.00
Family	\$103.82	\$26.00	\$26.00
<b>DeltaCare USA DHMO</b>			
Employee	\$13.81	\$3.50	\$3.50
Employee & Child(ren)	\$25.86	\$6.50	\$6.50
Employee & Spouse	\$25.86	\$6.50	\$6.50
Family	\$33.38	\$8.50	\$8.50

The Standard Supplemental Life Insurance	
Age	Monthly Rate per \$1000 of coverage
under 25	\$0.050
25 - 29	\$0.060
30 - 34	\$0.080
35 - 39	\$0.090
40 - 44	\$0.100
45 - 49	\$0.190
50 - 54	\$0.330
55 - 59	\$0.430
60 - 64	\$0.660
65 - 69	\$1.270
70 +	\$2.060

The Standard Dependent Life Insurance	
\$20,000 benefit on spouse	\$2.00 per month or
\$10,000 benefit on child(ren)	\$1.00 per pay

The Standard Supplemental Short Term Disability		
Attained Age rate per \$10		
Under 30		\$0.590
30 - 34		\$0.660
35 - 39		\$0.490
40 - 44		\$0.420
45 - 49		\$0.490
50 - 54		\$0.560
55 - 59		\$0.760
60+		\$0.930

The Standard Supplemental Accident Insurance		Bi Weekly Contribution
Employee	\$7.39	<b>\$3.70</b>
Employee & Child(ren)	\$12.10	<b>\$6.05</b>
Employee & Spouse	\$10.26	<b>\$5.13</b>
Family	\$17.95	<b>\$8.98</b>

The Standard Supplemental Critical Illness		
Employee Issue Age Rate per \$1,000		
Under 30	\$0.400	
30 - 39	\$0.620	
40 - 49	\$1.100	
50 - 59	\$1.830	
60 - 69	\$3.110	
70+	\$7.070	
Spouse Issue Age Rate per \$1,000		
Under 30	\$0.400	
30 - 39	\$0.620	
40 - 49	\$1.100	
50 - 59	\$1.830	
60 - 69	\$3.110	
70+	\$7.070	

The Standard Supplemental Hospital Indemnity Insurance		Bi Weekly Contribution
Employee	\$9.12	<b>\$4.56</b>
Employee & Child(ren)	\$13.21	<b>\$6.60</b>
Employee & Spouse	\$15.58	<b>\$7.79</b>
Family	\$23.22	<b>\$11.61</b>

Legal Resources Pre-Paid Legal Plan		Bi Weekly Contribution
Employee	\$17.00	<b>\$8.50</b>
Employee & Child(ren)	\$17.00	<b>\$8.50</b>
Employee & Spouse	\$17.00	<b>\$8.50</b>
Family	\$17.00	<b>\$8.50</b>