

**Agreement**  
**between**  
**Montgomery Community College and**  
**American Federation of State, County, and Municipal Employees, AFL-CIO,**  
**Council 67, Local 2380**  
**effective**  
**July 1, 2022**  
**through**  
**June 30, 2025**

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## **PREAMBLE**

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN THE Board of Trustees of Montgomery Community College (the Board) and the Montgomery College Staff Union of the American Federation of State, County and Municipal Employees, AFL-CIO, Local 2380 and AFSCME Council 67, Maryland Public Employees (the Union).

## **ARTICLE 1 – RECOGNITION OF UNION**

### **Section 1.1 – Management Defined.**

Whenever used in this Agreement, the term “Management” shall mean the Board and/or the College personnel designated by the Board to implement and administer the Board’s policies.

### **Section 1.2 – Exclusive Representative.**

The Board recognizes the Union as the exclusive representative of the employees defined in Section 1.3(A) of this Article, for the purpose of collective bargaining as defined in Section 16-412(a)(4) of the Education Code of Maryland (the Act).

### **Section 1.3 – Employee Defined.**

#### **(A) Employees in the Bargaining Unit.**

Whenever used in this Agreement, the term “employee” shall mean nonprofessional administrative, maintenance, housekeeping, clerical, and technical employees with the job titles set forth in Appendix One, but excluding all employees directly involved in the determination of policy, supervisors and confidential employees, as defined in Section 16-412(A)(6) and (17) of the Act; employees whose salaries are funded from grants and not from revenues generally available at the present time to all community colleges pursuant to Title 16 of the Education Article of the Annotated Code of Maryland; faculty and other professional employees; lead workers; temporary employees; security employees; senior administrative aides; network engineering specialists; computer support specialists; student assistants; employees regularly scheduled to work less than twenty (20) hours a week; and all other employees. Management and the Union agree to the formation of an informal committee consisting of three (3) members of Management and three (3) members of the Union that may meet twice annually for the purpose of discussing whether newly created positions and/or existing positions at the College should be included or excluded from the bargaining unit.

#### **(B) Regular Part-Time Employees.**

Employees who are regularly scheduled to work at least twenty (20) hours but fewer than forty (40) hours in a work week are regular part-time employees, and are provided certain benefits available under Articles 8, 9, 10, and 12 of this Agreement on a pro-rated basis, calculated based upon the proportion that their work week is to a forty (40) hour work week.

## **Section 1.4 – Gender References.**

References to “his” or “her” in this Agreement shall be read without regard to gender.

## **ARTICLE 2 – MANAGEMENT FUNCTIONS**

The parties agree that Management has the obligation and authority to direct and control the mission and work of the College. To that end, all management rights and prerogatives, written or unwritten, which are not expressly limited, modified, or restricted by the text of this Agreement, are retained exclusively by Management and may be exercised by Management at its sole discretion. These management rights and prerogatives include, but are not limited to, all rights and prerogatives granted by applicable law; the right to generally determine and effect the mission of Montgomery College; to determine the academic calendar, including the number and dates of work days for employees, and the commencement and ending of each work day; to expand, reduce, alter, combine, transfer, or terminate any position(s), department(s), program(s), or service(s); to allocate and expend funds and determine financial policies and procedures of Montgomery College; to control, regulate, and determine the use and location of all Montgomery College facilities, including campuses, machinery, equipment, buildings, other property, and support services; to set the standards of productivity, the services to be rendered and functions to be performed; to initiate, design, develop, adopt, modify, delete, approve, schedule, and authorize all programs to be offered by Montgomery College; to determine the size and composition of the work force; to introduce new or improved research and operational methods; to evaluate applicants and select individuals for employment; to evaluate employees for purposes of salary increases, retirement, classification, promotion, demotion, transfer, layoffs and recall; to determine program content; to assign work; to determine qualifications of employees; to grant regular status to probationary employees; to discipline and discharge employees for just cause; to grant salary increases and to retire, classify, promote, demote, transfer, lay off and recall employees; to recognize employees for outstanding service and special contributions to Montgomery College, including participation in reward and recognition programs for staff established by Montgomery College; to subcontract or use independent contractors in fulfilling the mission of Montgomery College and in undertaking any and all functions or activities for which Management might otherwise use personnel employed by Montgomery College; to establish, modify and enforce policies, rules, regulations, procedures, and standards not in conflict with an express provision of this Agreement; and, in all other respects, to plan, manage, evaluate, administer, govern, organize, control, and direct Montgomery College, its operations and personnel. Management, in not exercising any function reserved to it in this Article 2, or in exercising any such function in a particular way, shall not be deemed to have waived its right to exercise such function or preclude Management from exercising the same in some other way.



## **ARTICLE 2A – NON-DISCRIMINATION**

Management and the Union shall comply with the provisions of all applicable laws forbidding discrimination against or in favor of any employee on account of race, color, creed, ancestry, national origin, disability, religion, sex, sexual orientation, gender identity, marital status, family responsibilities, age, or union membership, and there shall be no retaliation against employees who, in good faith, bring complaints regarding perceived discrimination on these bases. Notwithstanding any other provision of this Agreement, Management shall have the right to take all actions necessary to comply with disability law, including but not limited to the authority to take actions deemed by the Management to be necessary to effect reasonable accommodations. Alleged violations of this Article 2A shall not be subject to the Grievance Procedure of Article 4 but shall be handled in accordance with the procedures of the College's Office of Human Resources and Strategic Talent Management.

## **ARTICLE 3 – COUNSELING, DISCIPLINE AND DISCHARGE**

### **Section 3.1 – Scope.**

The intent of Management and the Union is to have employees perform to their maximum potential in a positive-feedback environment. Non-disciplinary counseling, performance improvement plans, mandatory training, progressive discipline, or other remedial actions may be used to provide an employee with the opportunity to improve performance or correct violations of Montgomery College policy prior to the termination of employment.

### **Section 3.2 – Non-Disciplinary Actions.**

#### **(A) Definition.**

Actions that are non-disciplinary may be taken by Management in an effort to correct an employee's inappropriate behavior or as a means of causing an improvement in performance to an acceptable level before or after engaging in progressive discipline. The provisions of Article 4 of this Agreement do not apply to actions taken under this Section 3.2.

#### **(B) Counseling.**

Prior to progressive discipline, counseling should be used to afford an employee an early opportunity to address and correct a matter of concern that may lead to disciplinary action. Counseling is not discipline and a Union representative need not be present when counseling is provided.

#### **(C) Performance Improvement Plan.**

Management may determine that a Performance Improvement Plan (PIP) could be useful in some circumstances to afford an employee an opportunity to address concerns that the employee's performance is not meeting Management's legitimate expectations. A PIP is not

discipline and a Union representative need not be present when a PIP is provided. Failure to successfully complete a PIP may result in discipline under Section 3.3 of this Article 3.

**(D) Mandatory Training.**

Management may determine that mandatory training could address and correct an employee's conduct or behavior, or provide an employee with additional support to be successful. Training may be internal or external in Management's discretion. An employee may use Educational Assistance Program (EAP) funds to cover the cost of external mandatory training in accordance with the provisions of Section 12.3 of this Agreement.

**(E) Other Remedial Action.**

Management may determine, in its discretion, that non-disciplinary actions other than those listed in this Section 3.2 are appropriate to correct an employee's inappropriate behavior or as a means of causing an improvement in performance before or after engaging in progressive discipline under Section 3.3 of this Article 3.

**(F) Conflict Resolution.**

An employee may ask to engage in dialogue, coaching, mediated discussions, or other forms of conflict resolution in an effort to address concerns regarding the employee's performance prior to the initiation of progressive discipline under Section 3.3 of this Article 3. Management and the Union agree to encourage employees to participate in efforts at conflict resolution.

**Section 3.3 – Progressive Discipline.**

**(A) Definition.**

Discipline and discharge of employees shall be for just cause. Employees generally will be progressively disciplined, but Management may, in its discretion, warn, reprimand, transfer, demote, suspend or discharge employees without first providing progressive discipline. Disciplinary action may be taken to correct an employee's inappropriate behavior or as a means of causing an improvement in performance to an acceptable level. Discipline shall be administered in a confidential and timely manner between the involved parties. Employees should be provided the general subject matter at issue before a disciplinary meeting is held.

**(B) Union Representation.**

An employee may request that a shop steward designated by the Union be present at an investigatory meeting and/or a meeting where discipline is to be administered and the request shall not be denied unless honoring the request would cause undue delay in the administration of the discipline. Management may, in its discretion, permit a second shop steward to be present at a meeting if the Union makes the request at least one (1) business day prior to the meeting.

**(C) Interpreters or Translators.**

Management may provide an interpreter or translator in an investigative or disciplinary meeting if the employee or the Union so requests, or if Management determines that doing so will be beneficial. If an employee or the Union requests an interpreter, such request must be made within two (2) business days of the meeting. If a timely request is not made by the employee or the Union, Management may decide to proceed with the meeting without an interpreter or translator.

**(D) Forms of Progressive Discipline.**

**(1) Warning.**

A warning (also called a verbal reprimand) may be issued to an employee in writing following a discussion between a supervisor and the employee, and its issuance noted for future reference by the supervisor. A copy of the warning shall be provided to the employee. A copy of the warning will not be placed in the employee's personnel file in Human Resources, but it may be used as the basis for subsequent discipline and may be attached to subsequent discipline that is placed in the employee's personnel file in Human Resources.

**(2) Written Reprimand.**

A written reprimand indicating the nature of the problem including references to any prior warnings and reprimands, and the necessary corrective action, may be issued following a discussion between the supervisor and the employee. The written reprimand will be signed by the supervisor and copies forwarded to the employee and to the Director of Employee and Labor Relations.

**(3) Suspension Without Pay.**

An employee may be suspended without pay for a specified period of time when disciplinary action more severe than a reprimand, but less severe than discharge, is warranted in the judgment of Management. After affording an employee an opportunity to be heard, the Director of Employee and Labor Relations or designee may impose the suspension based upon the recommendation of the supervisor and second level supervisor. A letter of suspension will be provided to the employee and the Union.

**(4) Discharge.**

An employee's employment with the College may be terminated for just cause when the employee's performance or behavior is not meeting the legitimate expectations of Management.

**(E) Consideration of Prior Discipline.**

Management will not consider in subsequent disciplinary actions, discipline that was provided to the employee more than three (3) years prior, provided that the prior discipline did

not involve an issue related to discrimination, harassment, safety and health, veracity, or was of the same nature as the subsequent discipline. After three (3) years the employee may submit a written request to the Director of Employee and Labor Relations for removal of such disciplinary actions. Removal prior to three (3) years may be approved at the discretion of the Director of Employee and Labor Relations. If the request is denied, a representative from the office of Employee and Labor Relations will discuss the issue with the employee if the employee asks to do so.

## **ARTICLE 4 – GRIEVANCE PROCEDURE**

### **Section 4.1 – Standard Procedure.**

#### **(A) Definitions.**

##### **(1) Grievance.**

A “grievance” is a written complaint that Management has violated an express provision of this Agreement and that an employee or employees have been personally aggrieved thereby.

##### **(2) Meeting.**

In this Article 4, a meeting means that the employee has the opportunity to present the employee’s concerns to the designated Management representative.

##### **(3) Informal Hearing.**

In this Article 4, an informal hearing means a session at which the evidence against the employee will be presented. The employee will be permitted to speak on his or her own behalf, question witnesses and present witnesses on his or her behalf, and Management has the opportunity to question witnesses and present witnesses.

#### **(B) Procedures.**

##### **Informal Resolution.**

The Union and/or employee(s) shall attempt to resolve any alleged grievance informally with the employee’s immediate supervisor prior to initiating the formal grievance procedure. The failure of the Union and/or employee(s) to attempt to resolve a grievance informally shall be sufficient reason for the denial of a formal grievance, unless the Union and/or employee can establish that the immediate supervisor refused to participate in an attempt at an informal resolution. If an immediate supervisor refuses to participate in an attempt at an informal resolution, the Union and/or employee shall immediately notify the Director of Employee and Labor Relations, in writing. If a grievance cannot be resolved through informal discussion with an immediate supervisor or department chairperson it shall be processed as follows, except that a grievance based upon suspension or a recommendation for discharge shall be handled pursuant to

Section 4.1(C) below. The parties shall endeavor to resolve grievance matters at the lowest possible level.

**Step 1.**

Within twenty (20) days of the event giving rise to the grievance or after the employee(s) reasonably should have known of the event giving rise to the grievance, the Union and/or aggrieved employee(s) may submit a written grievance to the next level supervisor (*e.g.*, campus director or dean) in the employee's chain of command, with a copy to the Director of Employee and Labor Relations and the Union. This supervisor shall schedule a meeting with the employee(s) to be held within fifteen (15) days of receipt of the written grievance. The supervisor shall submit a written answer to the aggrieved employee(s) within fifteen (15) days of such meeting and provide a copy of the answer to the Director of Employee and Labor Relations and the Union.

**Step 2.**

In the event the grievance is not satisfactorily adjusted at Step 1, the Union and/or aggrieved employee(s), within fifteen (15) days after receipt of the Step 1 answer, may submit a written appeal of the Step 1 answer to the College-wide director or Provost in the employee's chain of command, or his or her designee, with a copy to the Director of Employee and Labor Relations and the Union. The director, Provost, or designee shall schedule a meeting with the aggrieved employee(s) to be held not more than fifteen (15) days after receipt of the Step 2 appeal. The director, Provost, or designee shall submit a written answer to the aggrieved employee(s) within fifteen (15) days after the Step 2 meeting, with a copy to the Director of Employee and Labor Relations and the Union.

**Step 3.**

In the event that the grievance is not satisfactorily adjusted at Step 2, the Union and/or aggrieved employee(s), within fifteen (15) days after receipt of the Step 2 answer, may submit a written grievance appeal to the Director of Employee and Labor Relations or the Director of Employee and Labor Relations' designee, with a copy to the Union. The Director of Employee and Labor Relations or designee shall schedule a meeting with the aggrieved employee(s) to be held not later than fifteen (15) days after receipt of the Step 3 appeal. An informal hearing as defined under Section 4.1(A)(3) of this Article 4 may be requested by the employee (or Union) at the time the grievance appeal to Step 3 is filed. If an informal hearing is not requested at that time, a Step 3 meeting will be held. The Director of Employee and Labor Relations or designee shall submit a written answer to the aggrieved employee(s) within fifteen (15) days of such meeting, with a copy to the Union.

**(C) Procedure in Cases of Suspension or Discharge.**

An employee recommended for suspension without pay or discharge shall receive written notice of the basis for the suspension or discharge, the evidence against him or her, and the opportunity to present his or her side to the suspending authority. A grievance regarding a

suspension without pay or discharge shall be filed with the Director of Employee and Labor Relations within fifteen (15) days of the date of suspension or discharge. The Director of Employee and Labor Relations or designee shall process the grievance at Step 3 of the grievance procedure. A Management representative who was not directly consulted in the decision to recommend suspension or discharge will hear the Step 3 grievance.

**(D) Grievance Mediation.**

In the event the grievance is not satisfactorily adjusted at Step 3, the parties may mutually agree to attempt to resolve the grievance through mediation. A Federal Mediation and Conciliation Service (FMCS) mediator, or other mediator if the parties mutually agreed, shall mediate the grievance. In the event that the grievance is not resolved, at either party's request, the mediator shall provide an oral recommendation or opinion. Neither party is obligated to accept the recommendation. The timeline for filing a demand for arbitration shall be held in abeyance during the pendency of the grievance mediation.

**(E) Written Presentation.**

Any grievance presented at Steps 1 through 3 of this Section 4.1 shall be in writing on a form mutually agreed to by the Union and Management, shall be signed by the aggrieved employee(s) or, where appropriate, by the Union president or shop steward designated by the Union, shall set forth the specific provisions of the Agreement alleged to have been violated, and shall set forth the specific relief sought, or the grievance shall be deemed to have been waived.

**(F) Union Representation.**

**(1) Copies of Written Grievances.**

Upon receipt of a written grievance or written appeal submitted by an employee in accordance with the procedure set forth in Steps 1 through 3 of this Section 4.1, Management shall furnish a copy of same to the Union President. A copy of any written answer of Management under Steps 1 through 3 of this Section 4.1 shall be forwarded to the Union President simultaneously with its submission to the aggrieved employee.

**(2) Representation in Grievances. Meetings.**

An employee may be represented at the meetings held pursuant to the procedures set forth in this Section 4.1 (or at an informal hearing as defined under Section 4.1(A)(3)) by the Union president, Union Staff Representative, or a shop steward designated by the Union unless the aggrieved employee objects or wishes to represent himself or herself. In cases where the Union has filed a grievance, the meetings shall be held with the Union President, Union Staff Representative, or a shop steward designated by the Union. By mutual agreement, additional individuals may be present at a grievance meeting where their participation is considered relevant to the issue raised in the grievance.

## **Section 4.2 – Arbitration.**

### **(A) Election of Arbitration.**

In the event that the grievance is not satisfactorily adjusted at Step 3 or through grievance mediation, the Union, within fifteen (15) days after receipt of the Step 3 answer, may submit a grievance which has been properly processed through the procedure set forth in Section 4.1 of this Article to final and binding arbitration. In such cases, the election of arbitration shall be made by the Union with written notice of such intent, to the Director of Employee and Labor Relations or designee within fifteen (15) days after receipt of the answer at Step 3 of Section 4.1(B) of this Article.

### **(B) Selection of Arbitrator.**

Management and the Union agree to maintain at all times, a panel of three (3) named arbitrators, one (1) of whom shall be appointed to hear each grievance that is appealed to arbitration pursuant to Section 4.2(A) of this Agreement. Rotation of arbitration cases among such arbitrators shall be in alphabetical order by the arbitrator's last name. As of the effective date of this Agreement, Management and the Union have selected Charles Feigenbaum, Ira Jaffe, and Gloria Johnson as members of said panel. If an arbitrator is no longer available, Management and the Union shall immediately name a replacement arbitrator. The replacement arbitrator shall assume the order in the rotation held by the arbitrator that he or she is replacing. Except in the case of the voluntary resignation of a named arbitrator, no arbitrator may be removed by Management or the Union, except by mutual agreement of Management and the Union, or for cause. If Management or the Union appeals the decision and award of an arbitrator to a court of appropriate jurisdiction, that arbitrator shall be suspended from appointments under this Agreement pending such appeal and shall be removed if the decision and award is not upheld in full.

### **(C) Jurisdiction of Arbitrator.**

The jurisdiction and authority of the arbitrator of the grievance and the opinion and award of the arbitrator shall be confined exclusively to the interpretation and/or application of the express provision or provisions of this Agreement at issue between the Union and Management. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provisions of this Agreement or impose on either party hereto a limitation or obligation not explicitly provided for in this Agreement; to establish or alter any wage rate or wage structure; or to consider any term or condition of employment or any other matter not expressly set forth within a provision of this Agreement. The arbitrator shall not hear or decide more than one grievance at one time without the mutual consent of Management and the Union. The opinion and award of the arbitrator on the merits of any grievance adjudicated within his or her jurisdiction and authority, as specified in this Agreement, shall be served on both parties.

**(D) Fees and Expenses of Arbitration.**

The fees and expenses of the arbitrator shall be shared equally by the parties.

**Section 4.3 – Time Limitations.**

Whenever used in this Article 4, the word “days” shall mean all days during the calendar year other than Saturdays, Sundays, and days designated as holidays by Management. The time limits set forth in this Article are essential to this Agreement. Said time limits may be extended only by mutual agreement of Management, ~~and~~ the Union and the aggrieved employee. The aggrieved employee shall be solely responsible for keeping the time limits set forth in this Article. If the aggrieved employee fails to comply with the time limits set forth in this Article, the grievance shall be deemed to have been waived. If Management fails to comply with any time limits set forth in this Article, the grievance shall automatically proceed to the next step.

**Section 4.4 – Method of Delivery.**

For the purposes of this Article 4, a grievance, appeal, or Management answer is “submitted” only if it is delivered by hand to the office of the appropriate person as set forth in Section 4.1, or mailed to that person by certified mail, return receipt requested, through the United States Postal Service. Management will notify the Union by email of the fact that an answer has been issued. If both parties agree in writing before the submission date, “submission” may be accomplished under this Article 4 on a matter by matter basis through electronic means with electronic signatures.

**Section 4.5 – Matters Not Covered by Article 4.**

If an employee has a concern that does not fall under the definition of grievance in Section 4.1(A)(1) of this Article 4, an employee may bring that concern forward to Management through the Office of Employee and Labor Relations or by using processes available under applicable provisions of the College’s Policies and Procedures. An employee may have a Union representative assist them in doing so.

**Section 4.6 – No Retaliation.**

Employees will not be retaliated against for filing a grievance under this Article 4.

**ARTICLE 5 – SENIORITY**

**Section 5.1 – Definition.**

As used in this Agreement, “seniority” shall mean an employee’s continuous length of service for Management since his or her last date of hire as a regular employee by Management.



## **Section 5.2 – Termination of Seniority.**

An employee's seniority shall terminate without recourse under the provisions of this Agreement for the following reasons:

- (a) Discharge for cause;
- (b) Voluntary resignation;
- (c) Retirement;
- (d) Failure or refusal to return to work within five (5) days of notice of recall from layoff, when such notice is provided by registered mail to the employee's last known address and email address if available in their personnel record;
- (e) Absence for three (3) consecutive scheduled work days without notifying Management during the absence, unless physically impossible to do so, of an illness or accident preventing the employee from working, as evidenced by certification of a medical doctor if requested by Management, or other satisfactory reason for such absence;
- (f) Layoff or leave of absence for more than one (1) year since the employee's last day worked for Management, or a period of time exceeding the employee's seniority, whichever is less, except if the employee is on approved military leave without pay, in which case, the employee will retain his or her seniority.

## **Section 5.3 – Seniority Roster and Other Information.**

Management shall furnish to the Union a seniority roster of employees two times each calendar year. This list shall provide the name, job title, pay grade, position number and rate of pay of each bargaining unit employee. Management shall also provide to the Union each month a list of changes in bargaining unit positions that involve new hires, lateral transfers, leaves of absence, separations, promotions and retirements.

## **Section 5.4 – Vacancies.**

Management shall determine, in its discretion, whether to attempt to fill a vacancy in a bargaining unit position through an internal selection process or through an internal/external selection process. Employees may apply for bargaining unit positions that are to be filled through either type of selection process. The procedure set forth in this Section 5.4 shall apply if Management attempts to fill a vacancy in a bargaining unit position solely through an internal selection process. If a vacancy occurs in a bargaining unit position that Management intends to fill other than by transfer or by temporary appointment, a notice of such vacancy shall be posted. Any employee who desires to be considered for the vacancy shall submit a written application to Human Resources within the time frame specified. Qualifications and the factors involved in the selection shall be determined by Management in its discretion. If Management determines that qualifications and factors are equal between employees, the employee having the greatest

seniority shall be selected. If, in Management's discretion, none of the internal candidates meet the qualifications and factors necessary for the position, nothing shall preclude Management from deciding not to select any candidate and to re-advertise the position for an internal/external selection process, or to not fill the position. Any grievance filed under this Section 5.4 shall be heard by the supervisor (at Step 1) and the Collegewide Director or Provost (at Step 2) in the area in which the vacancy occurred.

#### **Section 5.5 – Lateral Transfers.**

If Management determines that a transfer is in the best interest of the College, an employee may be transferred. An employee who desires and is qualified for a vacant position in the bargaining unit must request a transfer to that position. The request shall be made in writing to the Chief Human Resources Officer. If two employees request a transfer to the same position, and all other qualifications and factors are considered equal by Management, the employee having the greatest seniority shall be transferred. Nothing in this Section 5.5 shall preclude Management from transferring employees involuntarily when the transfer is deemed by Management to be in the best interest of the College.

#### **Section 5.6 – Probationary Employees.**

##### **(A) Probationary Period for Newly Hired Employees.**

An employee shall be considered a "probationary" employee until six (6) months have elapsed from his or her most recent date of hire. Management may, in its discretion, extend the probationary period for additional time. Seniority shall not accrue until an employee has successfully completed his or her probationary period, at which point seniority shall become established as of the employee's last date of hire. The discipline or discharge of a probationary employee shall not be the subject of a grievance under Article 4 of this Agreement.

##### **(B) Probationary Period for Promoted or Transferred Employees.**

An employee shall be considered a "probationary" employee until six (6) months have elapsed from his or her most recent date of promotion or transfer to another position at the College. Management may, in its discretion, extend the probationary period for additional time. Probationary status under this Section 5.6(B) shall not affect an employee's seniority or bargaining unit status unless the transfer is to a non- bargaining unit position.

#### **Section 5.7 – Trial Period.**

If an employee is transferred or promoted to another bargaining unit position, the employee may request, and will be permitted, to return to his or her former position within ten (10) work days of the transfer or the promotion, provided that the employee's former position has not been filled at the time the request is made.

## **Section 5.8 – Layoff and Recall.**

Solely for the purpose of this Section 5.8, employees will be grouped in the following pools: Continuing Education; Auxiliary Services; alternatively funded positions (*e.g.*, positions funded through the capital budget or the cable budget); and positions funded through the Operating Budget. Before implementing layoffs, Management will consider whether the transfer of employees to other positions is in the best interest of the College. If Management determines layoffs are necessary, the Union will be notified as to which job titles in which pool(s) will be affected. Seniority shall be the determining factor among employees determined to be of the same relative competence, in order to retain the most qualified employees as determined by Management. No employee in regular status shall be laid off while an employee in temporary or probationary status remains in the same job title. Employees on layoff pursuant to this Section 5.8 shall be eligible to be recalled in inverse order of layoff by job title for the time period provided in Section 5.2(d) of this Agreement. No new employee shall be hired into a position from which an employee has been laid off unless the laid off employees in that job title have been first notified of the opportunity for recall pursuant to Section 5.2(d) of this Agreement.

If Management decides to outsource work that results in the elimination of bargaining unit positions, Management will notify the union of the decision and meet to discuss the impact that the decision has on affected employees. Nothing precludes the union from requesting a meeting with Management to discuss and explore alternate solutions.

## **Section 5.9 – Out of Title Pay.**

Management may request or require an employee to work in a temporary assignment in a bargaining unit position that is at least one grade level higher than the position held by the employee. When such an assignment exceeds thirty (30) work days in duration, the employee shall receive a temporary allowance commensurate with the requirements of the position for the duration of the assignment.

# **ARTICLE 6 – HOURS OF WORK**

## **Section 6.1 – Work Day.**

A “work day” is a period of twenty-four (24) consecutive hours.

## **Section 6.2 – Regular Scheduled Work Day.**

A full-time employee’s “regular work day” shall consist of normally scheduled hours of not less than 8 hours or more than 10 hours, exclusive of meal periods, except where otherwise agreed by the parties. Because of the nature of certain functions of the College, supervisors will grant rest periods of fifteen minutes during each half day period of a working day. The immediate supervisor will arrange the appropriate periods for meal and rest for employees, provided that the total amount of time used by an employee for his or her meal and rest period shall not exceed one (1) hour per regular work day. Shifts in excess of 12 hours shall be provided

an additional 15 minute rest period, an additional unpaid meal period may also be provided. Changes in work schedules are subject to the provisions of Section 6.5 and 6.6.

Additional reasonable break time for nursing mothers will be provided for one (1) year after the child's birth in order for the employee to express milk. The immediate supervisor will arrange a place (other than a restroom) that is shielded from view and free from intrusion from coworkers.

### **Section 6.3 – Work Week.**

The “work week” shall consist of seven (7) consecutive calendar days, beginning at 12:00 a.m. Saturday and ending at 11:59 p.m. the following Friday, unless a different work week is established by Management.

### **Section 6.4 – Regular Work Week.**

A full-time employee's “regular work week” shall consist of forty (40) hours of work on four (4) or five (5) days in each work week. A part-time employee's “regular work week” shall consist of at least twenty (20) hours of work but less than forty (40) hours.

### **Section 6.5 – Hours Worked.**

The payroll records of the College shall be the basis for establishing the number of hours worked by each employee. Nothing in this Agreement shall be construed as a guarantee by Management as to hours worked per day, per week, or per year. If Management determines that a modification of scheduled hours of work beyond ten (10) consecutive work days is necessary, any affected employee will be provided with written notice of the change in work hours at least twenty (20) work days before such modification takes place. Such notice shall include a start date and end date, or whether this is a permanent change. Employee will be provided with an opportunity, if requested, to discuss this change.

### **Section 6.6 – Flextime.**

An individual employee may request an alteration of the normally scheduled workday or work week. If an employee works in excess of the number of normally scheduled hours on a particular day, the employee may, upon prior approval by the supervisor, reduce a workday in consideration of time worked on a hour-for-hour basis within the same work week. Requests for flextime should be made and responded to in a timely manner. Nothing in this section shall be construed to permit compensatory time (excess hours worked carried over as time off from one work week to another). The practice of compensatory time is strictly prohibited. Time sheets must accurately reflect actual hours worked.

### **Section 6.7 – Flexible Work Arrangements.**

An employee shall be eligible to participate in the College’s telework program as outlined in procedure 32500CP. In the event an application for telework is not approved by the immediate supervisor, an employee will be provided with an opportunity, if requested, to discuss the decision.

### **Section 6.8 – Alternative Work Schedule.**

An employee shall be eligible to participate in the College’s Alternative Work Schedule program as outlined in 32305CP.

## **ARTICLE 7 – WAGES**

### **Section 7.1 – Purpose of Article.**

The sole purpose of this Article is to provide a basis for the computation of straight time, overtime and other premium wages, and Management’s pay records, practices, and procedures established under this Agreement shall govern the payment of all wages. Nothing in this Agreement shall be construed as a guarantee or commitment by Management to any employee of hours of work per day, per week, or per year.

### **Section 7.2 – Regular Rate.**

An employee’s “regular rate” of pay is defined as the straight time hourly rate of pay established for employees as designated by Management.

### **Section 7.3 – Overtime Pay.**

If Management deems that overtime is required, overtime will be compensated as provided in this Section 7.3. Overtime pay for employees in positions designated by Management as “nonexempt” under the Fair Labor Standards Act (FLSA), shall be computed at one and one-half (1-1/2) times the employee’s regular rate for all hours worked in excess of forty (40) hours in any work week. Employees in positions designated as exempt under the FLSA are not entitled to overtime. There shall be no duplication or pyramiding in the computation of overtime pay, and nothing in this Agreement shall be construed to require the payment of overtime more than once for the same hours worked. If more than one of the provisions of this Agreement shall be applicable to any time worked by an employee, he or she shall be paid for such time at the highest rate specified in any one applicable provision, but he or she shall not be entitled to additional pay for such time under any other provision. Only those hours actually worked, holiday leave hours, court attendance leave hours, bereavement leave hours, and administrative leave hours authorized solely due to the emergency closing of the College shall be included in computing the forty (40) hours for overtime pay purposes.

## **Section 7.4 – Call Back Pay.**

### **(A) Non-Exempt Employees.**

An employee in a position designated as non-exempt who is called back to work after having left the College's premises at the conclusion of the employee's scheduled work day shall receive a minimum of four (4) hours pay or pay for all hours actually worked prior to the start of the employee's next regular work day, whichever is greater. An employee in a position designated as non-exempt who is called back to work or called in to work for a project deemed an emergency by the Director or Dean in the employee's chain of command shall receive pay at one and one half (1-1/2) times his or her regular rate for the hours actually worked beyond the employee's regular work day. Pay under this provision must be authorized by the appropriate Director or Dean on each occasion that it is claimed.

### **(B) Exempt Employees.**

Until such time that action is taken by the Board of Trustees based on financial or other exigent circumstances to eliminate this provision, an employee in a position designated by Management as "exempt" under the FLSA who is called back to work pursuant to this Section 7.4 or called into work for a project deemed an emergency by the Director or Dean in the employee's chain of command shall receive pay at his or her regular rate for the hours actually worked beyond the employee's regular work day. Pay under this provision must be authorized by the appropriate Director or Dean on each occasion that it is claimed.

## **Section 7.5 – Shift Differential.**

Effective the first day of the 2017 fiscal year, employees who are regularly scheduled to work 20 or more hours in a work week and who are required to work between the hours of 10:00 p.m. and 6:30 a.m. shall receive a premium of \$1.10 per hour for the period of time actually worked between those hours. No shift differential shall apply for less than one full hour worked.

## **Section 7.6 – Pay Schedule.**

The Pay Schedule for employees set forth in Appendix Two to this Agreement is part of this Agreement and shall be the regular rate for employees in the appropriate grade.

## **Section 7.7 - Salary Adjustments.**

Effective July 1, 2022, the College will increase the wages of staff who have been in the bargaining unit for at least six (6) months as of the beginning of the 2023 fiscal year by 3.5%, provided that the employee's wage does not exceed the maximum of the applicable grade level set forth in Appendix Two of the Agreement.

## **Section 7.8 – Performance Bonus.**

An employee shall be eligible to participate in the performance bonus program as outlined in procedure 35001CP subject to approval by the Board of Trustees.

### **Section 7.9 – Degree Attainment.**

An employee shall be eligible to participate in the degree attainment salary enhancement program as outlined in procedure 35001CP.

Effective July 1, 2016 a joint committee consisting of three union representatives and three management representatives shall be established and charged with developing a list of trades certificates and licenses eligible for participation in the degree attainment salary enhancement, per procedure 35001CP.

### **Section 7.10 – Essential Personnel Pay (EPP) for Certain Non-Exempt Employees.**

Per Montgomery College Policy & Procedure 58005, in the event a non-exempt, full-time or regular part-time employee is deemed essential and required to work when the College is officially closed for emergency reasons, the employee shall receive EPP premium pay. In the event a campus of the College is officially closed for emergency reasons and the employee is not reassigned to another location which remains open, and the employee is required to work at the campus closed for emergency, the employee shall receive EPP premium pay. EPP premium pay is a total of two and one-half (2½) times base pay. However, in no event shall an employee receive premium pay as a result of working on a furlough day. Nothing in this section shall be construed to impair Management's right to determine when the College, a campus, or any facility of the College shall be closed and to determine which employees are deemed essential.

### **Section 7.11 – Stipends.**

In the event Montgomery College provides stipends to those employees in leadership positions within the governance structure established by Montgomery College, any bargaining unit member serving in such position will be eligible to receive the stipend in accordance with the procedure to be established by Montgomery College.

### **Section 7.12 – Failure to Achieve Projected Revenues.**

This Agreement is dependent upon receipt by Montgomery College of the revenues projected by Montgomery College as necessary to implement the Agreement. Should revenues fall below the levels necessary to implement this Agreement, Management shall immediately notify the Union of the shortfall in revenues and of its proposals, if any, for such modifications of this Agreement as are, in the judgment of Management, made necessary by the shortfall. Thereafter, Management and the Union shall promptly meet and bargain in good faith in an attempt to reach an agreement which can be implemented within the revenues received by Montgomery College.

### **Section 7.13 – Furloughs.**

In the event Management determines it is necessary to furlough employees, Management will notify the Union at least thirty days prior to the implementation of any furloughs and meet in

order to discuss the procedures associated with the furlough and the manner in which employees will be affected. Management will further designate the number of furlough days to be taken (up to a maximum of 10 days per fiscal year), whether such furlough days shall be fixed or rolling, and an option for employees to mitigate the salary loss by dividing it over multiple pay periods in accordance with applicable law. The following benefits shall not be adversely affected by furlough: accrual of leave; health benefits; life insurance; and seniority.

## **ARTICLE 8 – LEAVES OF ABSENCE**

### **Section 8.1 – Sick and Safe Leave.**

#### **(A) Purpose.**

The purpose of this Section 8.1 is to provide the basis for and manner by which employees may be granted sick and safe leave (“sick leave”). Sick leave is a designated amount of compensated leave that employees may be granted when, through personal illness, temporary disability, injury or quarantine they are unable to perform their jobs. Sick leave may also be used for other excused absences such as those for medical, dental, or optical examination, or treatment. Accrued sick leave under this Section 8.1 of Article 8 is available consistent with College policy and the Maryland Healthy Working Families Act (“MHWFA”), including for the reasons required by the MHWFA and for family members as that term is defined by the MHWFA and for a member of the employee’s immediate household.

#### **(B) Eligibility and Accrual of Sick Leave.**

Regular full time employees shall earn sick leave at a rate of 3.69 hours per eighty (80) hour pay period based upon actual hours worked or authorized leave with pay, except that sick leave shall not be earned for hours designated as Extended Professional Development leave under Section 8.5(B), Short-Term Disability leave under Section 8.9, or any form of leave designated as leave without pay. Regular part-time employees shall earn sick leave in the proportion that their work week is to a 40-hour work week. Sick leave may only be used after it has accrued, except that an employee may be advanced the unearned sick leave that would accrue during the succeeding twelve (12) months, upon recommendation of the employee’s supervisor and approval of the Chief Human Resources Officer or designee.

#### **(C) Use of Sick Leave.**

When use of sick leave is anticipated, an employee is required to request sick leave in advance. When the need for sick leave cannot be anticipated, the employee must notify his or her supervisor as early as possible on the day of absence. An employee may be required to notify his or her supervisor on a daily basis as to the progress of an illness and the probable date of return to work, or to provide medical documentation to support the use of sick leave that exceeds three (3) consecutive days. An employee who fails to comply with the requirements of this Section 8.1(C) will be considered absent without authorized leave unless it can be demonstrated to the



satisfaction of his or her supervisor that it was physically impossible to notify the supervisor of the absence or the employee's progress toward returning to work. Proper use of sick leave will not be counted as an unauthorized absence.

If an employee's use of sick leave appears excessive or questionable to his or her supervisor, the supervisor may report this fact in writing to the appropriate administrator, or to the Chief Human Resources Officer or designee. The Chief Human Resources Officer or designee may require the employee to have a medical examination or to submit medical evidence confirming the necessity for the sick leave in question, consistent with College Policy and Procedure and the MHWFA. Based upon the information provided, if the Chief Human Resources Officer or designee determines that an employee has used more sick leave than was medically necessary, the employee may be disciplined, an adjustment may be made in the amount of time designated as sick leave, and the employee may be required to provide medical documentation to support any future use of sick leave.

**(D) Disposition of Sick Leave at Termination of Employment.**

Unused sick leave may be carried forward from year to year. An employee with a date of hire prior to January 1, 1993, who terminates from the College with at least five (5) years of seniority shall be paid for 25% of up to one hundred-eighty (180) days of any sick leave earned but not used as of the date of termination, but in no event shall this amount exceed a total of forty-five (45) days. Employees hired on January 1, 1993 or thereafter, or employees who are terminated for cause, are not entitled to this or any other payment of sick leave under this Section 8.1. An employee who leaves the College indebted with used but unearned sick leave shall have that amount of leave deducted from his or her final paycheck, and will be required to reimburse the College for any additional amount. If, because of long-term disability or death, the indebtedness cannot be eliminated, it shall be written off.

**Section 8.2 – Family and Medical Leave.**

**(A) Leave Entitlement.**

An employee who has been employed by Management for 12 months and who completed 1250 hours of work during the 12-month period immediately preceding the commencement of such leave, will be entitled to leave under the Family Medical Leave Act of 1993 ("FMLA") when designated by Management, in accordance with its provisions and the provisions of this Section 8.2.

**(B) Part-time Employees.**

Regular part-time employees, as defined in Article 1, Section 1.3(B), who have been employed as a bargaining unit member for at least one (1) year are entitled to request and receive leave under this Section 8.2.

**(C) Year for Purposes of Determining Leave Entitlement.**

For purposes of determining an employee's leave entitlement under the FMLA, the 52-week period immediately preceding the commencement of leave under the FMLA shall be the applicable measuring period.

**(D) Payment of Group Insurance Premiums During Leave.**

Each employee on unpaid leave under the FMLA shall remain responsible for paying the employee share of the premium for coverage elected by the employee under Section 12.1 of this Agreement and shall directly submit to Management, not later than the employee's normal payday, the amount of premium owed by the employee, unless other arrangements are approved by Management. If the employee shall fail to timely remit premium payments under this Section 8.2, Management shall make such payments on behalf of the employee and, after the employee's return from such leave, shall deduct (from wages payable to the employee) two times the amount that would otherwise be deducted pursuant to Section 12.1 of this Agreement, until the entire amount paid by Management on behalf of the employee, during leave under this Section 8.2, has been repaid. Except as provided in the immediately succeeding sentence, if the employee fails to return to work upon the expiration of leave under this Section 8.2, any amounts paid by Management toward the premium cost of benefits provided under Section 12.1 of this Agreement (including Management's share of such premium costs), shall be a legal debt due and owing from such employee to Management, which Management may institute appropriate legal action to collect. If, upon expiration of leave under the FMLA, the employee fails to return to work for a reason set forth in Section 104(c)(2) of the FMLA, then amounts paid by Management toward the premium cost of benefits provided under Section 12.1 of this Agreement, that represented Management's share of such premium costs, shall not be a debt owed by the employee to Management.

**Section 8.3 – Military Leave.**

An employee who is a member of the National Guard or of the United States Armed Forces Reserves and who is called to duty is required to submit the appropriate military leave form to the Chief Human Resources Officer or the Chief Human Resources Officer's designee. A copy of the military or other government orders must accompany this request for leave.

**(A) Short-Term Military Leave.**

Eligible employees will be granted special leave with pay for training purposes, not to exceed fifteen (15) calendar days in any twelve (12) month period, when required by federal or state order. In addition, such leave with pay as may be required will be granted to an employee when his reserve unit is activated by federal or state order in the event of a civil disturbance or other emergency. Any pay (less extra travel or other necessary and uncompensated expenses) received by the employee for such active duty shall be paid to Management unless the employee elects to use annual leave or leave without pay, rather than leave under this Section 8.3. If an employee fails to timely remit pay received as required by this Section 8.3, Management shall deduct the amount owed from wages payable to the employee upon the employee's return to

work. If the employee fails to return to work at the conclusion of active duty, the amount owed by the employee under this Section 8.3 shall become a legal debt due and owing from such employee to Management, which Management may institute legal action to collect. If, because of death, the indebtedness cannot be eliminated, it shall be written off.

**(B) Extended Military Leave.**

An employee who is ordered to perform military service of a nature and length that meet the requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) must notify the Office of Human Resources and Strategic Talent Management and be granted military leave without pay and offered reinstatement after active military service per the dictates of USERRA and Maryland Annotated Code § 2-703 of the State Personnel and Pensions Article.

**Section 8.4 – Bereavement Leave.**

Employees shall be entitled to leave with pay for five (5) work days, not to exceed forty (40) hours, in the case of the death of an immediate family member (defined as spouse; natural, foster or step-child; in-laws; parent; step-parent; sibling; grandchild; grandparent; or member of the employee’s immediate household), provided such leave is taken during the period between the date of death and the conclusion of the mourning period or date of burial, both inclusive.

**Section 8.5 – Professional Development Leave.**

**(A) Short Term Professional Development Leave.**

An employee may be granted leave with pay for the purpose of attending off campus training and development meetings that are of fewer than six (6) work days in duration. If any such leave is approved by Management, the employee may also be reimbursed, in whole or in part, for travel expenses incurred in attending such meeting. If the approved leave involves an overnight stay, an employee is not required to share a room with another employee. Application for such leave shall be submitted in writing to the employee’s immediate supervisor or his or her designee at least ten (10) calendar days prior to the use of such leave.

**(B) Extended Professional Development Leave.**

Employees may apply for extended professional development leave that exceeds five (5) work days in duration. Such applications for leave may be granted in Management’s discretion.

**Section 8.6 – Personal Leave.**

Regular full-time employees shall be granted leave with pay up to a maximum of twenty-four (24) hours per payroll year. Regular part-time employees shall be granted personal leave in the proportion that their work week is to a forty (40) hour work week. Personal leave may not be carried over to the next payroll year. Application for such leave must be submitted to the employee’s immediate supervisor at least five (5) work days prior to the intended use of such

leave, unless such leave is used for an emergency which does not permit five (5) work days' notice. No detailed explanation will be required. Such application will be denied only on the grounds that such absence would unacceptably impair the programs of the College. Any leave not used in a payroll year shall be lost at 12:01 a.m. on the first day of the first pay period to be paid in January of the succeeding payroll year.

**Section 8.7 – Court Attendance Leave.**

An employee subpoenaed as a witness in a civil or criminal case, other than a case in which the employee is a defendant, or an employee ordered to appear for jury duty shall be entitled to leave with pay for the time required to comply with such subpoena or order. Application for leave under this Section 8.7 shall be submitted in writing to the employee's immediate supervisor, with the subpoena or court order attached, as soon as the employee is served with a subpoena or order to report for jury duty. Upon return, the employee shall submit an official statement from the court indicating the exact duration of the employee's court service. Any pay (less travel or other necessary and uncompensated expenses) received by the employee for court service shall be paid to the College unless the employee elects to use annual leave or leave without pay for the court service.

**Section 8.8 – Administrative Leave.**

An employee may be granted paid leave when Management determines that there is a concern for the general welfare of the employee, or when such leave is deemed to be in the best interest of the College.

**Section 8.9 – Short-Term Disability Benefits.**

**(A) Disability Not Compensable Under Workers' Compensation Law.**

An employee who has completed at least six (6) months of continuous service, who is completely unable to work on account of a sickness or accident disability not compensable under the Workers' Compensation law, and who has exhausted all credited leave shall be entitled to leave, commencing on the first day after the exhaustion of all leave available under Section 8.1 and continuing to the first anniversary of the date he or she was first unable to work on account of such disability. An employee shall be remunerated for the period of leave provided under this Section 8.9(A) in an amount equal to a percentage of the employee's regular rate, had the employee worked, in accordance with the following schedule:

<u>Length of Continuous Service</u>	<u>Percentage of Salary</u>
6 months but less than 3 years	50%
3 years but less than 10 years	60%
10 years or more	80%

An employee who is on short-term disability leave under this Section 8.9(A), when deemed appropriate by Management and upon the presentation of acceptable medical documentation, may be permitted to engage in rehabilitative work (defined as returning to work for fewer hours than

the employee was regularly scheduled before leave commenced) for up to the term of the employee's short-term disability period. Management denial of permission to engage in rehabilitative work must be based on the operational needs of the College and shall not be arbitrary or capricious. An employee shall be remunerated for the period that he or she is permitted to engage in rehabilitative work pursuant to this Section 8.9(A) in an amount equal to the percentage of the employee's regular rate provided in the above schedule, plus an additional twenty (20) percent of the employee's regular rate. An employee engaged in rehabilitative work shall accrue leave on a *pro rata* basis and shall be permitted to use leave on a *pro rata* basis per the dictates of Articles 8 and 10.

**(B) Disability Compensable Under Workers' Compensation Law.**

**(1) Treatment by Designated Provider.**

An employee who has completed at least six (6) months of continuous service with Montgomery College, who is completely unable to work on account of a sickness or accident disability compensable under the Workers' Compensation law, and who is treated for such disability by the College's designated Workers' Compensation provider shall be entitled to leave commencing on the first day he or she is unable to work on account of such disability and continuing to the first anniversary of such date. An employee eligible for leave under this Section 8.9(B)(1) shall be remunerated for the period of such leave in an amount equal to one hundred percent (100%) of the regular rate that the employee would have been paid had the employee worked.

**(2) Treatment by Other Than Designated Provider.**

(a) An employee who has completed at least one (1) year of employment with Montgomery College, who is completely unable to work on account of a sickness or accident disability compensable under the Workers' Compensation law, who is treated for such disability by a health care provider other than the College's designated Workers' Compensation provider, shall be entitled to leave, commencing on the first day he or she is unable to work on account of such disability and continuing to the first anniversary of such date. An employee eligible for leave under this Section 8.9(B)(2)(a) shall be remunerated on account of such sickness or accident disability in accordance with the Workers' Compensation law.

(b) Not later than seven (7) calendar days after the first day he or she is unable to work on account of the disability, an employee entitled to leave under Section 8.9(B)(2)(a) may elect, in lieu of leave under Section 8.9(B)(2)(a), to use leave accrued under, and be compensated in accordance with the provisions of, Section 8.1 of this Agreement. If an employee elects to use leave as provided in this Section 8.9(B)(2)(b), such leave must commence as of the first day the employee is unable to work on account of the disability and must continue until the employee returns to work, or the leave accrued under Section 8.1 is exhausted, whichever occurs earlier. If an employee's leave under Section 8.1 is exhausted before he or she is able to return to work, the employee shall immediately be entitled to commence leave under Section 8.9(B)(2)(a), which shall continue to the first anniversary of the date he or she was first unable to work on account of such disability.

**(C) Exclusions.**

Notwithstanding the foregoing, disability benefits under this Section 8.9 shall not be available for illness or accident disability resulting from or contributed to by war or any act of war, whether declared or undeclared; intentionally self-inflicted injury; or injury sustained in the commission of or having participated in committing a felony. Eligibility for disability benefits will automatically cease upon the date the employee returns to active duty with Montgomery College; the employee's seventieth (70th) birthday; the date upon which the employee retires under a Montgomery College retirement plan; the date on which the employee's employment with Montgomery College ceases; or the date on which the employee ceases to be under the care of a legally qualified physician; whichever occurs earliest. Leave and pay under this Section shall be available only for such period of time during which the employee would have been scheduled to perform assigned responsibilities.

**(D) Reduction of Montgomery College Expenditure.**

If the employee qualifies for Workers' Compensation, Social Security or other disability compensation plans to which Montgomery College contributes on account of the sickness or accident disability for which the employee qualifies for benefits under this Section, the total amount of remuneration received by the employee from such disability compensation plans plus any additional amounts payable by the College pursuant to this Section 8.9 shall not exceed the amount of pay the employee would have received under this Agreement that is attributable to the period of leave under this Section. If, during the period of such sickness or accident disability, the employee engages in any work for wage or profit, the remuneration set forth in Section 8.9 (A) or (B) shall be reduced by eighty percent (80%) of the amount of such wage or profit during the time period in question.

**(E) Proof of Disability.**

Upon request of Management, an employee claiming disability benefits under this Section shall submit to an examination by a qualified physician designated by Management. If the physician designated by Management is of the opinion that the employee is not completely disabled from engaging in some or all of the employee's responsibilities to Montgomery College, the employee shall be required to perform such duties as the physician designated by Management determines appropriate, unless the employee's personal physician disagrees with the opinion of the physician designated by Management; in which event, the physician designated by Management and the employee's personal physician shall select a third physician to examine the employee at Management's expense. The majority opinion of the three physicians shall prevail.

**(F) No Extension of Disability Benefits Program.**

The total amount of leave available under this Section 8.9, on account of any one disability, shall not extend for a period in excess of twelve (12) months. In the event an employee returns to work prior to the expiration of such twelve (12) month period and subsequently is unable to continue to work because of the original sickness or accident disability,

the employee shall be entitled to receive benefits, in accord with the provisions of this Section, for the unused balance of the original twelve (12) months if the employee otherwise qualifies under this Section.

**(G) Leave and Continuous Service Credit.**

An employee shall not accrue sick leave or annual leave during the period the employee is receiving disability benefits nor shall the period of time the employee is on disability leave be counted towards satisfaction of the required probationary period.

**(H) Application for Disability Benefits.**

Application for disability benefits shall be submitted, on a form to be provided by Management, to the Chief Human Resources Officer or the Chief Human Resources Officer's designee. The application shall include the written opinion of a legally qualified physician as to the nature and extent of the sickness or accident disability, the effective date of such disability, the anticipated duration of such disability, and a clear statement that the employee is unable to perform any of the employee's assigned responsibilities because of such sickness or accident disability. The Chief Human Resources Officer or Chief Human Resources Officer's designee shall establish the effective date of disability based on the form so submitted. Nothing in this Section 8.9 shall prevent the Chief Human Resources Officer or the Chief Human Resources Officer's designee from requiring that an employee provide additional medical documentation at any time during the period of disability leave, or to take additional steps to confirm an employee's disability under Section 8.9(E).

**Section 8.10 – Americans with Disabilities Act.**

Employees may request reasonable accommodations consistent with the Americans with Disabilities Act and procedures established by Management.

**Section 8.11 – Union Business Leave.**

Between December 1st and December 22nd of each year, bargaining unit members may voluntarily contribute hours of unused accrued annual leave to a Union Business Leave Bank for use by Union members to attend to Union business, attend training, conventions or other union sponsored events. Any leave used under this procedure shall be recorded and charged in accordance with procedures agreed upon by the parties. Any unused hours contributed to the Union Business Leave Bank may be carried over to subsequent contract years up to a maximum of 650 hours. The maximum number of Union members eligible to use leave from this Bank is twenty-one (21). No more than ten (10) Union members shall be approved for leave during the same period of time under this provision. Any use of leave from the Union Business Leave Bank must be by written request to the immediate supervisor from the Union President or Union Staff Representative, at least five (5) work days prior to the requested leave date and requires the written approval of the immediate supervisor and the Union President prior to the beginning of the leave.

Additionally, the College shall establish a bank of forty (40) hours of short notice Union Business Leave for use in each fiscal year. Such leave shall be utilized by the Union officials designated above in order to attend investigative interviews initiated by management or other activities related to the enforcement of the Agreement. In the event the Union official is attending a joint committee established by Management or grievance meetings with Management, no leave shall be deducted from this bank. However, a Union official must provide his or her supervisor with as much advance notice as possible and receive approval prior to utilizing the leave. All work time utilized in the performance of such activities must be appropriately accounted for per the procedures established by the Office of Human Resources and Strategic Talent Management.

## **ARTICLE 9 – HOLIDAYS**

### **Section 9.1 – Paid Holidays.**

#### **(A) Purpose.**

For the purposes of this Agreement, there shall be designated fourteen (14) paid holidays during a fiscal year. Management may, in its discretion, designate a fifteenth (15<sup>th</sup>) paid holiday, but in no circumstance shall an employee receive more than fifteen (15) paid holidays in any fiscal year unless approved by the President as in the best interests of the College.

#### **(B) Regular Holidays.**

The following days shall be considered paid holidays for employees under Section 9.1(A) of this Agreement: Juneteenth; Independence Day; Labor Day; Thanksgiving Day; Christmas Day; New Year's Day; Martin Luther King Jr.'s Birthday (third Monday in January); and Memorial Day.

#### **(C) Other.**

In addition to the holidays set forth in Section 9.1(B) of this Agreement, those days on which offices are closed during the winter and spring breaks, or at other times as designated by Management on the College Calendar, shall be paid holidays for employees, subject to the provisions of Section 9.1(A) of this Agreement.

### **Section 9.2 – Eligibility.**

In order to be eligible for pay under Section 9.1 of this Agreement, an employee must have been in pay status on his or her last scheduled work day before and on his or her first scheduled work day after the holiday. When a holiday designated in Section 9.1 falls on an employee's regularly scheduled day off, the employee shall not be paid for that day. In such circumstances, the employee will be permitted to take a day off during the same pay period or the subsequent pay period, unless the needs of the College require that the day off be taken at a later time.



### **Section 9.3 – Holiday Pay.**

Eligible full-time and part-time employees shall receive their regular rate of pay for the hours regularly scheduled to work on the holidays set forth in Section 9.1 of this Agreement.

### **Section 9.4 – Holiday Work.**

An employee may be required to work on a holiday or on a day that Management determines that the College must be officially closed for emergency reasons, if Management determines that certain College services must be maintained. Management shall determine which employees work and which employees do not work on such days. An employee in a position designated by Management as non-exempt who is scheduled to work, or who is called in to work, on such days shall receive pay at two and one-half (2-1/2) times his or her regular rate for the hours actually worked.

### **Section 9.5 – Holiday During Annual or Sick Leave.**

If a holiday is observed while an employee is on annual or sick leave, it is counted as a paid holiday.

## **ARTICLE 10 – ANNUAL LEAVE**

### **Section 10.1 – Eligibility for Annual Leave.**

The purpose of this Article 10 is to establish the requirements for the accumulation of and use of annual leave by employees. Each employee who is regularly scheduled to work twenty (20) hours or more per week shall earn annual leave.

### **Section 10.2 – Accumulation of Annual Leave.**

#### **(A) Available Annual Leave.**

Employees shall not be credited with annual leave until after they have been employed by the College for more than thirty (30) calendar days. Regular full time employees shall earn annual leave based upon actual hours worked or authorized leave with pay, except that annual leave shall not be earned for hours designated as Extended Professional Development leave under Section 8.5(B), Short-Term Disability leave under Section 8.9, or any form of leave designated as leave without pay. Employees shall accumulate annual leave on the following schedule: Employees with less than three (3) years of service with the College and who are assigned to work forty (40) hours per week shall earn annual leave at the rate of 4.61 hours per pay period worked. Employees with three (3) or more years but less than fifteen (15) years of service with the College and who are assigned to work forty (40) hours per week shall earn annual leave at the rate of 6.15 hours per pay period worked. Employees with fifteen (15) or more years of service with the College and who are assigned to work forty (40) hours per week shall earn annual leave

at the rate of eight (8) hours per pay period worked. Employees who are regularly scheduled to work less than forty (40) hours, but not less than twenty (20) hours per week shall earn annual leave in the proportion that their work week is to a forty (40) hour work week.

**(B) Creditable Service.**

Creditable service for determining an employee's accrual rate for annual leave shall include all previous full-time service in a regular position with the College and include all authorized paid leave, but exclude all layoffs, suspensions, and periods of unpaid leave in excess of sixty (60) calendar days, other than leave without pay for military service, self-improvement, or disability.

**Section 10.3 – Use of Annual Leave.**

Annual leave shall not be used during the first thirty (30) calendar days of employment. Employees shall request annual leave at least five (5) work days before the leave is to be taken, unless annual leave is requested for a single day or for extraordinary circumstances. When leave is requested for a single day or for extraordinary circumstances, an employee shall notify his or her supervisor as soon as possible that the employee will be unable to report for work, stating the reason for the absence and the desire to use annual leave. All leave denied must be in writing. Except in emergency situations, as determined by Management, employees shall, upon request, be able to use at least one year's entitlement of earned annual leave during each year. Annual leave not used in a payroll year may be accumulated up to the amount of the employee's annual leave accrual rate and carried forward to the next payroll year. Any leave in excess of the maximum amount carried forward to the next payroll year shall be lost at 12:01 a.m. on the first day of the first pay period to be paid in January of the succeeding payroll year.

**Section 10.4 – Disposition of Annual Leave Upon Termination.**

An employee who leaves employment before the end of thirty (30) calendar days of employment shall not be entitled to payment for any annual leave. An employee who leaves employment for reasons other than termination for cause shall receive payment for earned but unused annual leave at the time his or her employment ends, not to exceed the employee's annual leave accrual rate.

**ARTICLE 11 – UNION PRIVILEGES**

**Section 11.1 – Meeting Space, Campus Mails, and Food Services.**

Montgomery College meeting space and food services and the intra-College email and mail system shall be made available to the Union in accord with the procedures established by Management for Montgomery College organizations.

## **Section 11.2 – Bulletin Boards.**

With the prior approval of the Director of Employee and Labor Relations or designee, the Union shall be permitted to post notices on designated Montgomery College bulletin boards. Such permission shall not be unreasonably withheld.

## **Section 11.3 – Shop Stewards.**

Management will recognize shop stewards, the Union president and vice president to adjust grievances, process disciplinary appeals, and for meetings with a grievant or with Management primarily, but not exclusively, at the campus to which they are assigned. The Union's Staff Representative may also perform these duties. Stewards also may represent employees in addressing concerns related to alleged violations of the College's Policies and Procedures. Shop stewards and the Union president and vice president recognize that their primary responsibility during work hours is to the College and to their work for the College. Stewards and the Union president and vice president shall be permitted to leave their jobs during work hours, without loss of pay, for the purpose of attending grievance meetings, provided that stewards and the Union president shall not leave their work locations to attend to these matters without first obtaining approval from their supervisors. Management will recognize up to twelve (12) shop stewards. However, no more than three (3) shop stewards may be from any one work unit. The Union shall notify the Director of Employee and Labor Relations or designee of the names of the shop stewards, and shall notify Management of any change in shop stewards within five (5) working days of such change.

## **Section 11.4 – Deduction of Dues.**

### **(A) Payroll Deduction Authorization.**

Upon completion of an employee's probationary period, and upon receipt of a dues deduction authorization in the form set forth in Section 11.4(B) of this Agreement, voluntarily executed by the employee and submitted to the Director of Employee and Labor Relations, Management shall deduct each bi-weekly pay period, the uniform bi-weekly membership dues as certified in writing by the Executive Director of the Union and remit such dues to the Union. Payroll deduction of dues can be canceled only by an employee's individual written notice to the Union via certified mail postmarked from the first through the fifteenth day of September of each year. The employee's certified mail is to be addressed to: Executive Director - AFSCME Council 67, 1410 Bush Street, Suite A, Baltimore, Maryland 21230. AFSCME will then notify the College of any canceled memberships and provide the employees' original notices of resignation to the Director of Employee and Labor Relations no later than the twenty-fifth (25th) day of September of each year.

### **(B) Form of Dues Deduction Authorization.**

Management shall honor only those dues deduction authorizations which are submitted in the following form (although the union membership card may contain additional information, such as the specific cost of dues):

**Authorization for Dues Deduction**

I, the undersigned, hereby apply for membership in the American Federation of State, County and Municipal Employees, AFL-CIO, as my duly authorized representative on matters relating to wages, hours, and other conditions of employment in order to promote and protect my economic welfare. Please consider this your authority to deduct from salary or wages earned by me an amount certified by the Union as my regular current dues. The amount deducted shall be paid to Maryland Public Employees Council 67. This authorization shall remain in effect unless terminated by me with proper written notice in accordance with the collective bargaining agreement, current regulations, or by my termination of employment.

Name \_\_\_\_\_

M Number \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**(C) Indemnification.**

The Union shall indemnify and save Montgomery College, its Board of Trustees, agents, personnel and students, harmless from any and all claims, grievances, arbitrations, awards, actions, suits, judgments, attachments, forms of liability or damages that arise out of or by reason of any action taken by Management in compliance with any of the provisions of this Section 11.4, and the Union assumes full responsibility for the disposition of monies deducted under this Section 11.4 as soon as they have been remitted by Management to the Union.

**Section 11.5 – Discussions Between Management and the Union.**

**(A) Labor/Management Collaboration Committee.**

In order to foster cooperative and collaborative labor relations between Management and the Union and to attempt to resolve matters that affect bargaining unit employees, there is hereby established a Labor/Management Collaboration Committee. This Committee shall be comprised of five representatives of Management and five representatives of the Union. The Committee shall meet six times per fiscal year to discuss issues of concern to Management and the Union. Management and the Union shall exchange proposed agenda items one week in advance of each meeting. If a scheduled meeting is canceled, Management and the Union will attempt to reschedule the meeting within three (3) weeks of the date of the canceled meeting.

**(B) New or Changed Procedures.**

If Management desires to publish in the Montgomery College Policies and Procedures Manual new or changed procedures to administer policies affecting bargaining unit employees,

Management will submit to the Union in writing at least thirty (30) calendar days prior to their effective date, such new or changed procedures. In the event the Union desires to provide input, Management and the Union shall meet prior to implementation.

**(C) Other Discussions.**

If during the term of this Agreement the Union desires to discuss matters not specifically addressed in this Agreement, the Union, upon reasonable notice, may discuss such matters with the Director of Employee and Labor Relations or designee.

**Section 11.6 – Personnel Files.**

Management will maintain one (1) official personnel file for each employee to which the employee will have access upon reasonable notice. An employee shall make all requests for access to his or her personnel file to the Office of Human Resources and Strategic Talent Management.

**Section 11.7 – Council 67 Representative.**

With prior notification to and approval from the Director of Employee and Labor Relations, the representative of Council 67 assigned to Local 2380 may be present on College property to attend to matters related to the administration of this Agreement.

**Section 11.8 – Search Committee Participation.**

Management may, in its discretion, have employees participate as members of employee search committees.

**ARTICLE 12 – INSURANCE AND OTHER BENEFITS**

**Section 12.1 – Group Health, Life, Disability, and Dental Plans Package.**

**(A)** A package consisting of group health, life, long-term disability, and dental coverage (hereinafter referred to as the “Group Health Package”) providing coverage identical to the package of group health, life, long-term disability, and dental coverage insurance for faculty and other non- bargaining unit employees of Montgomery College shall be made available to employees. The coverage available under the Group Health Package shall be that set forth in the group insurance contract between Montgomery College and the carrier providing the insurance, and/or the rules and regulations adopted by the provider of the coverage. The Group Health Package shall be governed in all aspects in accordance with the contract between Montgomery College and the carrier providing such insurance, and/or the rules and regulations adopted by the provider of the coverage. Employees who elect to be covered under the Group Health Package must participate in the entire Group Health Package or in accordance with such other option(s) as may be designated by the College. Montgomery College shall pay, toward the annual premium cost of the option and coverage (individual or family) selected by a regular full-time employee,

75% of the actual annual premium cost for the option and coverage selected by the employee. The participating employee shall pay the remainder of the annual premium cost for the coverage and option selected.

**(B)** Montgomery College shall pay, toward the annual premium cost of the option and individual coverage selected by a regular part-time employee, seventy-five percent (75%) of the actual annual premium cost for the option and coverage selected by the employee. Montgomery College shall pay, toward the annual premium cost of the option and family coverage selected by a regular part-time employee, a pro-rated portion of the actual annual premium cost for the option and coverage selected by the employee, calculated by multiplying the amount equal to the percent of the actual premium cost paid to a regular full-time employee by the proportion that the regular part-time employee's work week is to a forty (40) hour work week. For employees who are regular part-time employees and who were hired in that capacity prior to January 1, 1993, Montgomery College shall pay, toward the annual premium cost of the option and coverage (individual or family) selected by such employee an amount equal to seventy-five percent (75%) of the premium for the lowest cost HMO plan available to employees of Montgomery College, provided that the amount shall not exceed seventy-five percent (75%) of premium cost of the plan selected by such employee. The participating employee shall pay the remainder of the annual premium cost for the coverage and option selected.

**(C)** If, during the term of this Agreement, Management contemplates changes in the Group Health Package in effect at such time, it will establish a committee consisting of administration, non-bargaining unit staff, faculty, and two (2) employees designated by the Union to review the Group Health Package and make recommendations to Management concerning such changes. After the receipt of the recommendations of such committee, Management may effect changes in the coverage provided under the Group Health Package; provided, however, that any such changes must be applicable to staff employees, administrative employees, and faculty members, and provided further, that Management will submit to the Union, in writing at least thirty (30) calendar days prior to their effective date, a description of such changes.

## **Section 12.2 – Tax Sheltered Annuities.**

Management shall provide employees an opportunity to purchase tax sheltered annuities from such offerors of tax sheltered annuities as Management may designate from time to time.

## **Section 12.3 – Educational Assistance Program.**

### **(A) General Educational Assistance.**

Management shall provide an Educational Assistance Program. All benefits provided under this Section 12.3 in any fiscal year shall be used in accordance with 35001CP of the College's Policies and Procedures. Effective the first day of fiscal year 2023, the maximum benefit payable shall be equal to two thousand eight hundred dollars (\$2,800) per employee; provided that the total benefits payable under this Section 12.3 in fiscal year 2023 shall not exceed four hundred thousand dollars (\$400,000).

**(B) Educational Assistance for Coursework.**

Notwithstanding the language of Section 12.3(A), full time bargaining unit staff enrolled in graduate or undergraduate coursework beyond the Associate's Degree level may be reimbursed above the \$2,800 maximum benefit amount. Reimbursement will be made per credit taken equal to the University of Maryland College Park credit rate for in-state tuition and fees for graduate or undergraduate coursework, not to exceed twelve (12) credits in fiscal year 2023. Part-time employees are eligible to participate in accordance with 35001CP of the College's Policies and Procedures.

**(C) Travel Related Expenses.**

Employees shall be eligible to participate in the Reimbursement of Travel-Related Expenses for Administrators, Associate & Support Staff, and Temporary with Benefits Staff as provided by Montgomery College pursuant to 35001CP of the College's Policies and Procedures.

For fiscal year 2023, \$50,000 of the funds available for Travel Related Expenses for Administrators, Associate & Support Staff, and Temporary with Benefits Staff pursuant to College Policy & Procedure (P&P) 35001CP will be reserved for members of the bargaining unit, with the following condition: Management will monitor bargaining unit usage of travel funds and if members of the bargaining unit have not used \$25,000 in EAP travel funds by December 30 of each year, then the remaining EAP travel funds reserved for bargaining unit members will be released for general availability for both bargaining and non-bargaining staff in accordance with P&P 35001 for the remainder of the fiscal year.

**(D) Information on Use.**

Management shall provide information to the Union on use of benefits under this Section 12.3 on or before December 1 and April 1 each year, to include: the total amount of available funds used; the number of employees whose requests for benefits have been approved and the type of benefits approved; the number of employees whose requests for benefits have not been approved and the reason for the denial; and how employee usage under this Section 12.3 compares to the usage of similar benefits by other College employee groups.

**Section 12.4 – Tuition Waiver.**

Management shall provide a tuition waiver program for employees, and for the spouses and dependents of employees, covered by this Agreement.

**Section 12.5 – Uniforms.**

Management shall provide a policy for subsidizing a portion of the cost of uniforms for those employees who are required by the College to wear a uniform. Effective the first day of the

2006 fiscal year, the amount paid to new employees shall be three hundred forty dollars (\$340.00), and the amount paid on the first pay period following an employee's anniversary date shall be two hundred sixty five dollars (\$265.00).

**Section 12.6 – Safety and Health.**

Management and the Union shall encourage employees to work in a safe manner and to cooperate with Management in maintaining College rules, policies and procedures relating to safety and health. A Joint Health and Safety Committee shall be formed with equal numbers of Management and Union, and shall meet on a quarterly basis. The Joint Health and Safety Committee shall establish procedures to raise awareness, establish better communications, deal with ongoing health and safety issues and problems in a timely fashion, and develop metrics and a reporting structure.

**Section 12.7 – Longevity Award.**

Bargaining union members shall be eligible for the Longevity Award as outlined for non-bargaining staff provided by the College pursuant to 35001CP of the College's Policies and Procedures.

**Section 12.8 – Transportation/Parking Fee.**

If, during the term of this Agreement, Management contemplates changes in the transportation/parking fee package that would result in additional costs to employees, it will establish a committee consisting of equal representation among administration, non-bargaining unit staff, faculty, and the Union to review the changes and make recommendations to Management concerning such changes. After the receipt of the recommendations of such committee, Management may effect changes in the transportation- parking fee package; provided, however, that any such changes must be applicable to staff employees, administrative employees, and faculty members, and provided further, that Management will submit to the Union, in writing at least thirty (30) calendar days prior to their effective date, a description of such changes.

**ARTICLE 13 – NO STRIKE/NO LOCKOUT**

**Section 13.1 – No Strikes.**

Neither the Union, its officers, agents, or representatives, nor any employee, shall in any way, directly or indirectly, authorize, assist, cause, encourage, participate in, ratify, or condone any strike.

**Section 13.2 – Enforcement of No Strike Pledge.**

In the event of a strike in violation of Section 13.1 of this Article, Management may immediately pursue, in any court of competent jurisdiction, whatever remedies are available to it.



Any employee engaging in any activity in violation of Section 13.1 of this Article shall be subject to discharge. Such a discharge may be grieved subject to the provisions of Article 4 of this Agreement.

**Section 13.3 – No Lockout.**

Management shall not lock out employees.

**ARTICLE 14 – SCOPE OF AGREEMENT**

**Section 14.1 – Duration.**

**(A) Effective Dates.**

This Agreement shall become effective July 1, 2022 and shall continue in full force and effect until June 30, 2025. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by either party to the other not later than September 1, 2024, or September 1 of any succeeding calendar year.

**(B) Reopeners.**

Fiscal Year 2024: Notwithstanding the provisions of Section 14.1(A) of this Agreement, either Management or the Union may reopen this Agreement solely for the purpose of negotiating changes in Section 7.7 and Section 12.3, and two additional sections each, for fiscal year 2024. Written notice of an intent to reopen this Agreement must be served upon the other party not later than September 1, 2022.

Fiscal Year 2025: Notwithstanding the provisions of Section 14.1(A) of this Agreement, either Management or the Union may reopen this Agreement solely for the purpose of negotiating changes in Section 7.7 and Section 12.3, and two additional sections each, for fiscal year 2025. Written notice of an intent to reopen this Agreement must be served upon the other party not later than September 1, 2023.

**Section 14.2 – Severability.**

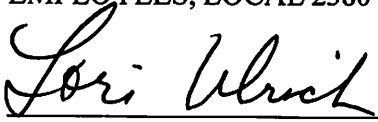
If any term or provision of this Agreement is at any time during the life of this Agreement in conflict with any law, such term or provision of this Agreement shall continue in effect only to the extent permitted by such law. If any term or provision of this Agreement is or becomes unenforceable, such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

**Section 14.3 – Scope of Agreement.**

Management and the Union acknowledge and agree that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and

proposals with respect to any subject or matter as to which the Act imposes an obligation to bargain, and that all understandings and agreements arrived at between Management and the Union after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, thus, contains the understanding, undertaking, and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term. Changes to this Agreement, whether by addition, waivers, deletions, amendments or modification, must be mutually agreed upon in writing and signed by both parties.

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES, LOCAL 2380



Lori Ulrich  
President

4/18/2022  
Date

MONTGOMERY COMMUNITY  
COLLEGE



Michael J. Knapp  
Chair, Board of Trustees

4/18/22  
Date

**APPENDIX ONE  
JOB TITLES OF EMPLOYEES IN THE BARGAINING UNIT**

**[Updated April 26, 2022]**

Unless directly involved in the determination of policy, a supervisor, or confidential employee as defined by Section 16-412 of the Education Article of the Maryland Code, employees with the following job titles are “employees” as defined in Section 1.3(A) of this Agreement:

Administrative Aide I  
Administrative Aide II  
Asset Management Specialist  
Assistive Technology Coordinator  
Athletic Trainer  
Automotive Technician  
Box Office Cashier  
Broadcast Engineer  
Budget Assistant  
Building Equipment Mechanic I  
Building Equipment Mechanic II  
Building Maintenance Mechanic  
Building Service Worker  
Campus Cashier  
Career/Transfer Center Assistant  
Child Care Teacher Assistant  
Communications Art Technology (CAT) Engineer  
Communications Coordinator  
Communications Project Manager  
Community Use Scheduler  
Construction Trades Worker  
Contracts Services Assistant  
Course Scheduling Assistant  
Digital Learning Center Specialist  
Disability Services Coordinator  
Driver/Messenger  
Electrician  
Enrollment and Student Access Specialist  
Environmental Safety Data Assistant  
Facilities Materials Specialist  
Facilities Project Coordinator  
Financial Aid Assistant  
Financial Aid Specialist  
Financial Records Assistant  
Graduation Technician  
Graphic Designer  
Grounds Maintenance Worker

HVAC Mechanic I  
HVAC Mechanic II  
HVAC Mechanic III  
Instructional Assistant  
Instructional Associate  
Instructional Designer  
Instructional Lab Coordinator  
International Student Coordinator  
Learning Skills Support Specialist  
Library Access Services Specialist I  
Library Access Services Specialist II  
Library Technical Services Assistant  
Library Technology Specialist  
Locksmith  
Mail Clerk  
MCTV Producer Director I  
MCTV Producer Director II  
Music Recording Technician  
Network Services Specialist  
Painter  
Photographer  
Physical Education Equipment Aide  
Planetarium Coordinator  
Plumber  
Print Production Coordinator  
Producer-Director-Videographer  
Program Assistant  
Program Coordinator  
Program Coordinator II  
Program Manager I  
Project Coordinator  
Property Control Assistant  
Purchasing Agent I  
Purchasing Agent II  
Purchasing Card Coordinator  
Receiving Clerk  
Senior Instructional Assistant  
Service Learning Coordinator  
Simulation Technology Specialist  
Student Information Systems Specialist I  
Student Information Systems Specialist II  
Student Services Coordinator I  
Student Services Coordinator II  
Swimming Pool Operator  
Telecommunications Coordinator  
Telecommunications Specialist

Theater Production Manager  
Theater Production Technician  
Theater Publicist  
Transcript Evaluation Technician  
Video Engineer  
Web Specialist

**APPENDIX TWO**

**FISCAL YEAR 2023 SALARY SCHEDULE**

<b>Grade</b>	<b>ANNUAL RATE*</b>		<b>HOURLY RATE</b>	
	<b>Min</b>	<b>Max</b>	<b>Min</b>	<b>Max</b>
<b>31</b>	\$74,445	\$119,091	\$35.79	\$57.26
<b>29</b>	\$67,639	\$108,244	\$32.52	\$52.04
<b>27</b>	\$61,529	\$98,424	\$29.58	\$47.32
<b>25</b>	\$55,907	\$89,407	\$26.88	\$42.98
<b>23</b>	\$50,847	\$81,334	\$24.45	\$39.10
<b>21</b>	\$46,219	\$73,907	\$22.22	\$35.53
<b>19</b>	\$43,659	\$65,488	\$20.99	\$31.48
<b>17</b>	\$40,473	\$60,709	\$19.46	\$29.19
<b>15</b>	\$37,459	\$56,188	\$18.01	\$27.01
<b>13</b>	\$34,703	\$52,055	\$16.68	\$25.03
<b>11</b>	\$32,120	\$48,180	\$15.44	\$23.16
<b>9</b>	\$29,773	\$44,714	\$14.31	\$21.50
<b>7</b>	\$27,556	\$41,334	\$13.25	\$19.87
<b>5</b>	\$25,575	\$38,363	\$12.30	\$18.44

\*ANNUAL EQUIVALENT RATE FOR FULL-TIME, 12-MONTH EMPLOYEES