

**MONTGOMERY COLLEGE
and
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO
COUNCIL 67, LOCAL 2380**

MEMORANDUM OF AGREEMENT

February 20, 2024

The Agreement between AFSCME, Local 2380 (the Union) and the Board of Trustees of Montgomery College (the College) provides for negotiations for the 2025 fiscal year. After negotiating in good faith, the parties agree to the following changes to the Agreement.

GLOBAL CHANGES

Replace “Council 67” with “Council 3” throughout CBA.

Replace “Director of Employee and Labor Relations” and “Director of Diversity, Equity and Inclusion” with “Director of Employee Engagement and Labor Relations.”

BARGAINING UNIT POSITIONS

Agreed to Section 1.3(A) meeting between union and management regarding positions in and out of the bargaining unit to be scheduled and held before May 1, 2024.

NON-ECONOMIC CHANGES

Revise Section 1.3(A) as follows:

(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 16-701 of the Education Article of the Annotated Code of Maryland (“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.

Revise Section 7.3 as follows:

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 hours, professional meetings time off hours, court attendance time off hours, bereavement time off hours, and operational status change time off hours authorized solely due to the emergency closing of the College shall be included in computing the forty (40) hours for overtime pay purposes.

Revise Section 11.4(A) as follows:

(A) Payroll Deduction Authorization.

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 Engagement and Labor Relations, Management shall deduct each bi-weekly pay period, the uniform bi-weekly membership dues as certified in writing by 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: President - AFSCME Council 3, 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 Engagement and Labor Relations no later than the twenty-fifth (25th) day of September of each year.

Create new Section 11.9

Section 11.9 – Access to New Employee Processing.

Management will provide the Union access to “new employee processing” in accordance with the requirements of Section 16-705 of Article 16 of the Education Article of the Annotated Code of Maryland. The Director of Employee Engagement and Labor Relations or designee will provide notice to the Union as soon as practicable before an orientation session that involves newly hired bargaining unit employees. Only the Union President or designee and/or the Union staff representative will be permitted to participate in the session. The Union’s representative(s) may spend up to fifteen (15) minutes with newly hired bargaining unit employees at the session, unless otherwise agreed to beforehand by Management and the Union.

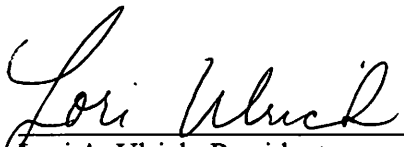
ECONOMIC CHANGES

Section 7.7 – Salary Adjustments.

For the Fiscal Year 2025, the College will increase the wages of full time employees in the following manner, effective July 1, 2024. Regular part-time employees will receive a pro-rated amount of the adjustment based on their scheduled hours.

- An employee will receive a salary increase of up to \$3,000.00, provided that the employee's wage does not exceed the maximum of the applicable grade level set forth in Appendix Two of the Agreement.
- If the difference between the employee's wage and the maximum of the applicable grade level set forth in Appendix Two of the Agreement would result in an adjustment of less than \$1,000.00, the employee will instead receive a lump sum of \$1,500.00 (not in the base).
- Any employee who would get no adjustment at all because their wage is at or above the applicable grade level set forth in Appendix Two of the Agreement will receive a lump sum of \$1,500.00 (not in the base).
- An employee who was hired by the College between January 1, 2023 and June 30, 2023, and who did not receive any wage adjustment on July 1, 2023 will receive a salary increase of six percent (6%) applied before the applicable adjustment above, provided that the employee's wage does not exceed the maximum of the applicable grade level set forth in Appendix Two of the Agreement.

For the Union:


Lori A. Ulrich, President

Date: 2/21/2024

For the College:


Sherwin A. Collette, Senior Vice President
for Administrative and Fiscal Services

Date: February 27, 2024