

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

MEMORANDUM OF AGREEMENT

February 10, 2023

The Agreement between AFSCME, Local 2380 (the Union) and the Board of Trustees of Montgomery College (the College) provides for negotiations for the 2024 fiscal year. After negotiating in good faith, the parties agree to the following changes to the Agreement.

NON-ECONOMIC CHANGES

Section 6.2 is revised as follows:

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. Supervisors will grant rest periods of fifteen minutes during each half day period of a working day. Because of the nature of certain functions of the College, a supervisor may arrange the appropriate periods for meal and rest for employees, provided that the total amount of time used by employees for their 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. Nothing in this Section 6.2 precludes an employee from taking their break or meal period at a time the employee requests, provided that the employee first has the supervisor's permission to do so and the break and/or meal period does not interfere with the employee's work duties.

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.

A New Section 12.9 is created:

Section 12.9 – Drug and Alcohol Free Workplace.

The College and the Union are committed to maintaining a drug and alcohol free workplace. Employees are subject to the College's Drug and Alcohol Abuse Prevention Policy (31005CP) and the Medical Examination Policy (31105CP) of the College's Policies and

Procedures. Education and treatment are a priority for employees who have drug or alcohol addictions. Nothing in this Section 12.9 precludes an employee from grieving discipline or discharge imposed for an alleged violation of the College's drug and alcohol free workplace requirements under Article 4 of this Agreement.

ECONOMIC CHANGES

Section 7.5 – Shift Differential.

Effective the first day of the 2024 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 \$1.35 per hour for the period of time actually worked between those hours. No shift differential shall apply for less than one full hour worked.

APPENDIX TWO

The College will increase the wage schedule in Appendix Two of the Agreement by 3.0%. An updated Appendix Two is attached to this MOA.

Section 7.7 – Salary Adjustments.

For the Fiscal Year 2024, 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 2024 fiscal year by 6.0%, 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 those employees whose wage adjustment is less than \$1,000, a stipend (not in the base) will be given to make the total increase amount \$2,000.


\$2,000 stipend (not in the base) will be given to those employees who, even after the 3% increase to the top of the scale, would get no adjustment at all because their wage still exceeds the top of the scale.

For the Union:


Lori A. Ulrich, President

Date: 3/20/2023

For the College:


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

Date: 3/20/2023