

**MONTGOMERY COLLEGE  
AND  
AFSCME, LOCAL 2380**

**MEMORANDUM OF AGREEMENT**  
**NEGOTIATED CHANGES TO THE**  
**COLLECTIVE BARGAINING AGREEMENT**

**January 14, 2020**

Montgomery College and AFSCME, Local 2380, having met and negotiated in good faith in reopener negotiations for Fiscal Year 2021, pursuant to Section 14.1(B) of the Agreement, agree that, upon ratification, the following changes will be made to Article 3, Section 7.7 and Section 12.3 of the Agreement, effective July 1, 2020.

**Article 3 is revised as follows:**

**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.

**Section 7.7 of the Agreement is revised as follows:**

**Section 7.7 - Salary Adjustments.**

Effective July 1, 2020 (the first day of the 2021 fiscal year), employees who have been in the bargaining unit for at least six months as of the beginning of the 2021 fiscal year will receive a three percent (3.00%) wage increase to the extent that an employee's salary does not exceed the maximum salary of the applicable grade level set forth in Appendix Two, as adjusted on July 1, 2019. An employee who is at or above the maximum salary of the applicable grade level set forth in Appendix Two shall, in the first full pay period after July 1, 2020, receive a one-time, non-precedential, bonus of five hundred dollars (\$500.00).

**Section 12.3 of the Agreement is revised as follows:**

**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 2021, 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 2021 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 2021. 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 2021, \$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, 2020, 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 fiscal year 2021.

**(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.

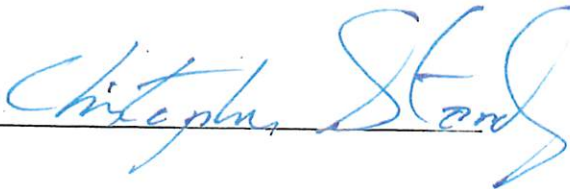
**Other agreed to matters:**

The parties agree that the union may make recommendations for changes to the forms used by the College for discipline and for performance improvement plans.

The parties will create a side letter that provides clarity on types of licenses and certifications that qualify for EAP reimbursement effective July 1, 2020. The union will prepare a preliminary list before the February 2020 LMCC.

AFSCME, Local 2380

Montgomery College

  
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