

MONTGOMERY COLLEGE
and
AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS,
MONTGOMERY COLLEGE CHAPTER

MEMORANDUM OF UNDERSTANDING

December 19, 2012

The College and the Union have negotiated in good faith pursuant to Article 11 of the collective bargaining agreement. The parties reached a tentative agreement and agree to replace Article 8, Section 8.2 (A), Article 9, Section 9.4, Article 11, Section 11.1, and Appendix 1, Overload, with the following language, ratified by the membership of the Chapter on January 18, 2013 and the Board of trustees of the College on January 25, 2013. Accordingly, the parties agree to make these modifications in the negotiated agreement:

Article 8-Salaries

Section 8.2—Fiscal Academic Years.

(A) General – Fiscal 2014 and 2015 Academic Years.

Effective the first day of the fiscal 2014 academic year, the faculty salary range shall be a minimum of \$53,838 to a maximum of \$100,947.

Faculty members who have been in the bargaining unit for at least one semester as of the beginning of fiscal academic year are eligible for an increment of 3.5% to the extent that an employee's salary does not exceed the maximum of the salary range.

Effective the first day of the fiscal 2014 academic year, there shall be a two and one quarter percent (2.25%) general wage adjustment.

Effective the first day of the fiscal 2015 academic year, the faculty salary range shall be a minimum of \$56,840 to a maximum of \$106,575.

Faculty members who have been in the bargaining unit for at least one semester as of the beginning of the fiscal academic year are eligible for an increment of 3.5% to the extent that an employee's salary does not exceed the maximum of the salary range.

Effective the first day of the fiscal 2015 academic year, there shall be a two and one half percent (2.5%) general wage adjustment.

Article 9 – INSURANCE AND RELATED BENEFITS

Section 9.4 – Educational Assistance Program.

(A) EAP – Payment of Tuition, Fees, Conferences

Montgomery College shall continue in effect its Educational Assistance Program on the following schedule **in Fiscal Year 2014**: the maximum benefit payable under the program in the fiscal 2014 academic year shall be equal to **\$2220** per faculty member per fiscal academic year; provided that the total benefits payable under this Section 9.4 shall not exceed **\$324,522** in the fiscal 2014 academic year. Additionally, for faculty members who undertake graduate coursework beyond the Master's Degree level, the maximum EAP benefit can exceed the specified dollar amount for that year such that total reimbursement would be equal to the University of Maryland College Park rate for in-state tuition and fees for graduate coursework up to a maximum of **nine (9)** graduate credits per academic year. All benefits provided under this Section 9.4(A) in any fiscal academic year shall be used only for payment of tuition, fees and required instructional materials for approved courses.

Montgomery College shall continue in effect its Educational Assistance Program on the following schedule **in Fiscal Year 2015**: the maximum benefit payable under the program in the fiscal 2015 academic year shall be equal to **\$2320** per faculty member per fiscal academic year; provided that the total benefits payable under this Section 9.4 shall not exceed **\$364,522** in the fiscal 2015 academic year. Additionally, for faculty members who undertake graduate coursework beyond the Master's Degree level, the maximum EAP benefit can exceed the specified dollar amount for that year such that total reimbursement would be equal to the University of Maryland College Park rate for in-state tuition and fees for graduate coursework up to a maximum of **twelve (12)** graduate credits per academic year. All benefits provided under this Section 9.4(A) in any fiscal academic year shall be used only for payment of tuition, fees and required instructional materials for approved courses.

(B) EAP –Reimbursement of Certain Travel Related to Professional Development

In order to foster faculty professional development opportunities, Montgomery College shall provide Educational Assistance Program reimbursement of expenses related to travel for approved professional development conferences in the faculty member's discipline. Such reimbursements shall be made on the following schedule: the maximum benefit payable under the program in the fiscal 2014 & 2015 academic years shall be equal to up to **\$1000** per faculty member for one approved conference requiring travel **per** academic year provided that the total benefits payable under this Section 9.4 (B) shall not exceed **\$100,000** in the fiscal 2014 academic

year and **\$100,000** in the fiscal 2015 academic year. Funds may be approved and encumbered prior to attendance at the conference.

ARTICLE 11 - SCOPE OF AGREEMENT

Section 11.1 - Duration

This Agreement shall become effective August 20, 2001, and shall continue in full force and effect through midnight of the day prior to the first day of fiscal 2016 academic year. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless 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, 2014, or September 1 of any succeeding calendar year.

Appendix I

Overload Pay – Fiscal Academic Year 2014

Consecutive years of service	Salary per ESH
Less than 6 years	\$1,160
6 years or more	\$1,283

Overload Pay – Fiscal Academic Year 2015

Consecutive years of service	Salary per ESH
Less than 6 years	\$1,231
6 years or more	\$1,361

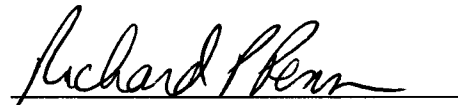
Side Letter: Faculty members who have been in the bargaining unit for at least one semester as of the beginning of fiscal academic year 2014 and who, upon the implementation of the new salary range, will fall below the minimum of the range, will


have their salaries adjusted to the minimum of the new range prior to receiving an increment and general wage adjustment.

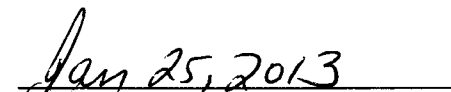
In all other respects, the negotiated agreement and side letters remain in full force and effect.

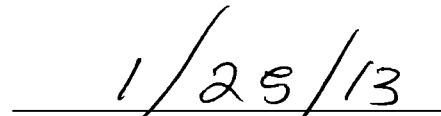
For the Chapter:

For the College:


Mr. Richard Penn
President


Mr. Stephen Kaufman
Chair, Board of Trustees


Date


Date