Agreement between

the

Board of Trustees

of

Montgomery Community College

and

Montgomery College Chapter
American Association of University Professors

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ARTICLE I - RECOGNITION OF CHAPTER

Section 1.1 - Management Defined.

Whenever used in this Agreement, the term "Management" shall mean the Board and/or the administrative staff designated by the Board to implement and administer the Board's policies.

Section 1.2 - Exclusive Representative.

The Board recognizes the Chapter as the exclusive representative of faculty members, as defined in Section 1.3 of this Article, for the purpose of collective bargaining.

Section 1.3 - Faculty Member Defined.

(A) General Definition.

Whenever used in this Agreement, the term "faculty member" shall mean all faculty personnel teaching or assigned alternate equivalent semester hours of twenty-four (24) or more per academic year, including full-time faculty personnel assigned by Management as counselors, but excluding the following: employees directly involved in the determination of policy; supervisory and confidential employees, as defined in Section 16-510.1 (A)(6) and (17) of the Education Article of the Annotated Code of Maryland ("Act"); temporary employees, as defined in Section 1.4 of this Article; employees whose salaries are funded from public and/or private grants and not from revenues generally available at the present time to all community colleges pursuant to Article 16 of the Act; and all other public employees. The Director of Employee Relations, Diversity and Inclusion shall determine whether faculty personnel otherwise eligible for inclusion in the bargaining unit are properly excluded based on the criteria listed above. Written notification of any such exclusion shall be provided to the Chapter within thirty (30) days of any such determination.

(B) Faculty Members Accepting Appointments as Department Chairs.

Faculty members who accept appointment as a Department Chair will have their status as a member of the Chapter bargaining unit suspended for the duration of the term(s) served as a Department Chair. Upon acceptance of the appointment as a Department Chair, the faculty member's evaluation cycle as a faculty member will be suspended and the employee will instead be evaluated annually on the duties as a Department Chair.

An employee's term as a Department Chair may end due to expiration of the term(s), voluntary resignation, or removal based on performance. If a Department Chair resigns during a term, the resignation cannot be effective prior to the completion of the semester. Upon conclusion of the term of appointment as Department Chair, the faculty member's suspension from the bargaining unit will end unless the individual is subject to dismissal for cause unrelated to performance.

Once the faculty member is restored to the bargaining unit, all compensation and benefits will be restored to the ten-month faculty salary and benefits and will include all salary adjustments and increases in rank that the member would have attained had the suspension not occurred during the time the faculty member served as a Department Chair. The faculty member's evaluation cycle as a faculty member will resume from the point where it had been when it was suspended upon the faculty member's acceptance of appointment as a Department Chair.

(C) Faculty Members in WDCE on or After July 1, 2010.

A faculty member employed in Workplace Development and Continuing Education ("WDCE"), who was included in the bargaining unit on July 1, 2010, will remain a member of the bargaining unit until such time that the faculty member vacates the position held as of July 1, 2010, even when the position the faculty member held on that day would otherwise have been excluded from the bargaining unit. Once any such faculty member vacates the position at WDCE, an employee assigned to that position will not be included in the bargaining unit, including any new incumbent assigned to the position vacated at WDCE. Additionally, individuals occupying non-bargaining unit faculty positions at WDCE on July 1, 2010, shall not be eligible to be a member of the bargaining unit until such time as such individual has his or her faculty contract with the College renewed. Other than the foregoing, nothing in this Agreement or in this Section 1.3 shall detract from Management's authority to classify a position as a faculty, staff or administrative position.

Section 1.4 - Temporary Employee.

Whenever used in this Agreement, the term "temporary employee" shall mean:

(A) a person employed by Montgomery College to replace a faculty member who is on leave pursuant to Article 6 of this Agreement or to replace a faculty member who, although occupying a faculty member position, has temporarily assumed job functions for the College other than teaching or those performed as a counselor. There shall be no limitation on the duration of employment of a person employed as a temporary employee, except that no person may be employed as a temporary employee to replace any one (1) faculty member for in excess of four (4) consecutive academic semesters, absent the mutual written agreement of Management and the Chapter; or

(B) a person employed by Montgomery College as instructional or counseling faculty teaching or assigned alternate equivalent semester hours of twenty-four (24) or more per academic year who is hired into a faculty position that is exclusively grant funded.

ARTICLE 2 - MANAGEMENT FUNCTIONS

Section 2.1 - Retention of Management Prerogatives.

All management functions, rights, and prerogatives, written or unwritten, which have not been expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in Management and may be exercised by Management at its sole discretion. Such management functions, rights, and prerogatives include, but are not limited to, all rights and prerogatives granted by applicable law; the right to generally determine and affect the mission of Montgomery College; to evaluate and select applicants for employment; to evaluate faculty members for purposes of salary increases, retirement, promotion, demotion, transfer, layoffs and recall; to discipline and discharge faculty members for just cause; to grant salary increases and to retire, promote, demote, transfer, lay off and recall faculty members; 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 determine the academic calendar, including the number and dates of duty days for faculty members, and the commencement and ending of each duty day; to expand, reduce, alter, combine, transfer, or terminate any position(s), department(s), program(s), service(s), or curriculum; 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 determine the size and composition of the work force; to designate substitutes for faculty members; to introduce new or improved research and operational methods; 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 courses and programs to be offered by Montgomery College; to determine program and course curriculum content, objectives, grading standards and procedures; to establish class schedules; to determine class size; to assign work; to determine qualifications of faculty members; to renew or not renew the appointment of a faculty member; to determine the number of faculty members employed pursuant to tenure track appointments; to determine the procedures for the selection of a faculty member for employment pursuant to a tenure track appointment; 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, control, and direct Montgomery College, its operations and personnel.

Section 2.2 - Exercise of Management Prerogatives.

Management shall establish, in consultation with faculty members, governance and other procedures which will enable faculty members to advise Management in: the evaluation and selection of applicants for employment; the evaluation of faculty members for purposes of salary increases, promotion, renewal, or nonrenewal of the appointment of faculty members; the selection of a faculty member for employment pursuant to a tenure track appointment; the initiation, design, development, and modification of courses and programs to be offered by Montgomery College; the determination of course, program and curriculum content and objectives; the determination of grading standards and procedures; and the determination of the

academic calendar; provided that Management and the Chapter agree that such procedures are not subject to the collective bargaining process; and provided further that Management, in not exercising any function hereby reserved to it pursuant to Section 2.1, or in exercising any such function in a particular way (including the exercise of such function through the procedures established pursuant to this Section 2.2), shall not be deemed to have waived its right to exercise such function or preclude Management from exercising the same in some other way.

Section 2.3 - New or Changed Procedures.

If Management desires to publish in the Montgomery College Policies and Procedures Manual new or changed procedures to administer Articles 3 through 9 of this Agreement, Management will submit to the Chapter, in writing at least thirty (30) calendar days prior to their effective date, such new or changed procedures.

ARTICLE 3 – GRIEVANCE PROCEDURE

Section 3.1 - Standard Procedure.

(A) Definition of Grievance.

A "grievance" is an allegation by a faculty member that Management has violated an express provision of this Agreement and that such faculty member has been personally aggrieved thereby.

(B) Procedures.

If a grievance cannot be resolved through informal discussion, it shall be processed as follows:

Step 1.

Within ten (10) days after the event giving rise to the grievance or after the faculty member reasonably should have known of the event giving rise to the grievance, the aggrieved faculty member may submit a written grievance to the faculty member's immediate supervisor with a copy to the Director of Employee Relations, Diversity and Inclusion. The immediate supervisor shall schedule a meeting with the faculty member to be held within ten (10) days after receive of the written grievance. The immediate supervisor shall submit a written answer to the aggrieved faculty member within ten (10) days after such meeting.

Step 2.

In the event the grievance is not satisfactorily adjusted at Step 1, the aggrieved faculty member, within ten (10) days after receipt of the Step 1 answer, may submit a written appeal of the Step 1 answer to the Campus Vice President and Provost or designee, with a copy to the Director of Employee Relations, Diversity and Inclusion. The Campus Vice President and

Provost or designee shall schedule a meeting with the aggrieved faculty member to be held not later than fourteen (14) days after receipt of the Step 2 appeal. The Campus Vice President and Provost or designee shall submit a written answer to the aggrieved faculty member within fourteen (14) days after the Step 2 meeting.

Step 3.

In the event the grievance is not satisfactorily adjusted at Step 2, the aggrieved faculty member, within ten (10) days after receipt of the Step 2 answer, may submit a written grievance appeal to the Senior Vice President for Academic Affairs (if instructional faculty) or designee, or the Senior Vice President for Student Services (if counseling faculty) or designee, with a copy to the Director of Employee Relations, Diversity and Inclusion. The Senior Vice President or designee shall schedule a meeting with the aggrieved faculty member to be held not later than fourteen (14) days after receipt of the Step 3 appeal. The Senior Vice President or designee shall submit a written answer to the aggrieved faculty member as soon as practicable after such meeting.

Step 4.

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

(C) Written Presentation.

All grievances presented at Steps 1 through 3 of this Section 3.1 shall be in writing on a form to be provided by Management, signed by the aggrieved faculty member, and set forth the specific provisions of the Agreement alleged to have been violated and the specific relief sought by the aggrieved faculty member, or the grievance shall be deemed to have been waived.

(D) Chapter Representation.

(1) Copies of Written Grievances.

Upon receipt of a written grievance or written appeal submitted by a faculty member in accordance with the procedure set forth in Steps 1 through 3 of this Action 3.1, Management shall furnish a copy of same to the Chapter President; provided that, if the faculty member so requests in the written grievance, copies of the written grievance and any written appeal(s) shall be furnished by Management to the Chapter President simultaneously with the submission of Management's written answer to same to the faculty member. A copy of any

written answer of Management under Steps 1 through 3 of this Section 3.1 shall be forwarded to the Chapter President simultaneously with its submission to the aggrieved faculty member.

(2) Representation at Grievance Meetings.

A faculty member may be represented at the meetings held pursuant to Steps 1 through 3 of the procedure set forth in this Section 3.1 by a representative designed by the Chapter provided that such representative is a faculty member. In any event, a faculty member designated by the Chapter shall have the right to be present at such meetings unless the aggrieved faculty member objects.

Section 3.2 - Arbitration.

(A) Election.

If a grievance is not satisfactorily adjusted at Step 3 or through mediation, the Chapter, within fifteen (15) days after receipt of the Step 3 answer (or conclusion of the mediation if one is held), may submit a grievance that has been properly processed through the procedure set forth in Section 3.1 of this Article to final and binding arbitration. The appeal to arbitration shall be made by the Chapter with written notice of such intent to the Director of Employee Relations, Diversity and Inclusion or designee.

(B) Selection of Arbitrator.

Management and the Chapter 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 3.2(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 Chapter have selected Martha Cooper, Charles Feigenbaum and John Skonier as members of said panel. Management and the Chapter 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 Chapter, except by mutual agreement of Management and the Chapter, or for cause. If Management or the Chapter 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 3.3 - Time Limitations.

Whenever used in this Article 3, the word "days" shall mean all days during the academic year or summer terms other than Saturdays, Sundays, and days designated as holidays or recess days on the academic calendar. The time limits set forth in this Article are essential to this Agreement. Said time limits may be extended only by mutual written agreement of Management and the Chapter or the aggrieved faculty member. If the aggrieved faculty member or the Chapter 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 3.4 - Method of Delivery.

For purposes of this Article 3, a grievance, appeal, notice of intent to submit to advisory arbitration, or Management answer, is "submitted" only if it is delivered by hand to the office of the appropriate person, as set forth in Section 3.1, or mailed to that person by certified mail, return receipt requested, through the United States Postal Service.

ARTICLE 4 – FACULTY APPOINTMENTS

Section 4.1 - Types of Appointments.

Faculty members shall be employed pursuant to a term appointment, a rolling term appointment, or a tenure track appointment.

Section 4.2 - Term Appointments.

(A) Duration of Term Appointments.

Except for a faculty member whose initial employment as a faculty member commences after the beginning of an academic year, a faculty member employed pursuant to a term appointment shall be given a written notice of appointment for a specific term of one (1) academic year or three (3) academic years. A faculty member employed pursuant to a term

appointment, whose initial employment as a faculty member commences after the beginning of an academic year, shall be given a written notice of appointment for a term which may expire: (1) at the end of the next succeeding academic year; or (2) at the end of the third (3rd) succeeding academic year. If the term expires at the end of the next succeeding academic year, it shall be deemed an appointment for a term of one (1) academic year for the purposes of Section 4.2(B) and (C) of this Article. If the term expires at the end of the third (3rd) succeeding academic year, it shall be deemed an appointment for a term of three (3) academic years for the purposes of Section 4.2(B) and (C) of this Article.

(B) Limitation on Number of Term Appointments.

A faculty member may be appointed to a maximum of three (3) terms of one (1) academic year, and one (1) term of three (3) academic years.

(C) Notice of Reappointment or Non-reappointment.

A faculty member appointed for a term of one (1) academic year shall be evaluated by Management during the academic year such appointment expires, and not later than March 1 of such academic year, Management shall provide to the faculty member written notice of reappointment or non-reappointment. A faculty member appointed for a term of three (3) academic years shall be evaluated by Management in each of the two (2) years prior to the commencement of the academic year in which such appointment expires and, not later than December 15 of the academic year in which such appointment expires, Management shall provide to the faculty member written notice of reappointment or non-reappointment. If management fails to give notice of reappointment or non-reappointment by the dates specified in this Section 4.2(C), the faculty member's appointment shall be extended for an additional academic year. During this next academic year, the faculty member shall be notified of reappointment or non-reappointment by the date(s) specified in this Section 4.2(C). If the faculty member receives notice of non-reappointment by the date specified in this Section 4.2(C), the faculty member's employment shall terminate, without recourse, at the conclusion of the academic year in which the faculty member's appointment expires.

Section 4.3 - Rolling Term Appointments.

(A) Initial Rolling Term Appointment After the Expiration of the Three (3) Academic Year Term Appointment.

A faculty member who, by December 15 of the academic year in which a three (3) academic year term appointment expires under Section 4.2 of this Article, receives written notice of reappointment, shall, at the commencement of the next succeeding academic year, be employed pursuant to an initial "rolling term" appointment of seven (7) academic years. A faculty member with a rolling term appointment shall be evaluated no less than five years from their previous evaluation. During the third (3rd) academic year preceding the commencement of the academic year at the end of which the faculty member's rolling term appointment is scheduled to expire, the faculty member shall be evaluated by Management. Not later than April 15 of the academic year in which the faculty member is evaluated, the faculty member shall

receive written notice of extension of the faculty member's appointment for an additional five (5) academic years, or of the need for professional improvement. If such written notice informs the faculty member of the need for professional improvement, the faculty member shall be evaluated by Management during the second (2nd) academic year preceding the commencement of the academic year at the end of which the faculty member's rolling term appointment is scheduled to expire and, not later than May 1 of that academic year, shall receive written notice of extension of the faculty member's appointment for an additional five (5) academic years, or of continuing need for professional improvement. If such written notice informs the faculty member of the need for continuing professional improvement, the faculty member shall be evaluated by Management during the academic year immediately preceding the commencement of the academic year at the end of which the faculty member's rolling term appointment is scheduled to expire and, not later than May 1 of that academic year, shall receive written notice of extension of the faculty member's appointment for an additional five (5) academic years, or of non-reappointment. If a faculty member receives written notice of non-reappointment, the faculty member's employment shall terminate upon expiration of the rolling term appointment, without recourse. Upon the written request of the faculty member delivered to the Senior Vice President for Academic Affairs (for instructional faculty) or designee, or the Senior Vice President for Student Services (for counseling faculty) or designee within ten (10) calendar days of a faculty member's receipt of written notice of non-reappointment, Management will set forth, in writing, the reasons for non-reappointment. If Management fails to give notice of the need for professional improvement, the continuing need for professional improvement, or of non-reappointment by the dates specified in this Section 4.3, the faculty member's appointment shall be extended for an additional five (5) academic years. Nothing herein shall be construed to impede the ability of Management to conduct additional evaluations per the Dean's discretion.

(B) Subsequent Eight Year Rolling Term Appointments.

Faculty members employed pursuant to a rolling term appointment who are notified of reappointment per the provisions of subsection (A) of this Section 4.3, shall be eligible for an appointment of an additional five (5) year term to thus be employed pursuant to a rolling term appointment of eight (8) academic years.

A faculty member with a rolling term appointment shall be evaluated no less than five years from their previous evaluation. During the third (3rd) academic year preceding the commencement of the academic year at the end of which the faculty member's rolling term appointment is scheduled to expire, the faculty member shall be evaluated by Management. Not later than April 15 of the academic year in which the faculty member is evaluated, the faculty member shall receive written notice of extension of the faculty member's appointment for an additional five (5) academic years, or of the need for professional improvement. If such written notice informs the faculty member of the need for professional improvement, the faculty member shall be evaluated by Management during the second (2nd) academic year preceding the commencement of the academic year at the end of which the faculty member's rolling term appointment is scheduled to expire and, not later than May 1 of that academic year, shall receive written notice of extension of the faculty member's appointment for an additional five (5) academic years, or of continuing need for professional improvement. If such written notice informs the faculty member of the need for continuing professional improvement, the faculty

member shall be evaluated by Management during the academic year immediately preceding the commencement of the academic year at the end of which the faculty member's rolling term appointment is scheduled to expire and, not later than May 1 of that academic year, shall receive written notice of extension of the faculty member's appointment for an additional five (5) academic years, or of non-reappointment. If a faculty member receives written notice of non-reappointment, the faculty member's employment shall terminate upon expiration of the rolling term appointment, without recourse. Upon the written request of the faculty member delivered to the Senior Vice President for Academic Affairs (for instructional faculty) or designee, or the Senior Vice President for Student Services (for counseling faculty) or designee within ten (10) calendar days of a faculty member's receipt of written notice of non-reappointment, Management will set forth, in writing, the reasons for non-reappointment. If Management fails to give notice of the need for professional improvement, the continuing need for professional improvement, or of non-reappointment by the dates specified in this Section 4.3, the faculty member's appointment shall be extended for an additional five (5) academic years. Nothing herein shall be construed to impede the ability of Management to conduct additional evaluations per the Dean's discretion.

Section 4.4 - Tenure Track Appointments.

A faculty member employed pursuant to a tenure track appointment shall serve a probationary period of seven (7) consecutive full academic years, during which time Management may terminate his employment at the end of any academic year, without recourse by the faculty member. The probationary period of a faculty member appointed to a tenure track appointment who has previously been employed by Montgomery College pursuant to one (1) or more term appointments, or a rolling term appointment, may be reduced by the number of continuous full academic years of such prior service; provided that the probationary period shall never be reduced by more than four (4) years. A faculty member employed pursuant to a tenure track appointment who is in the first full academic year of the probationary period shall be notified by Management of its determination to terminate the faculty member's appointment not later than March 1 of the academic year at the end of which the appointment will be terminated. A faculty member employed pursuant to a tenure track appointment who has completed more than one (1) full academic year but less than three (3) consecutive full academic years of the probationary period shall be notified by Management of its determination to terminate the faculty member's appointment not later than December 15 of the academic year at the end of which the appointment will be terminated. A faculty member employed pursuant to a tenure track appointment who has completed three (3) or more full consecutive academic years but less than seven (7) full consecutive academic years shall be notified by Management of its determination to terminate the faculty member's appointment not later than May 30 of the fiscal year preceding the academic year at the end of which the appointment will be terminated. Faculty members holding tenure track appointments shall be evaluated for the grant of tenure during the seventh (7th) academic year of the probationary period. Not later than the end of the academic year, the faculty member will be notified, in writing, that he will be granted tenure at the commencement of his eighth (8th) full consecutive academic year of employment or will be appointed to a final one (1) year term appointment, expiring at the conclusion of that academic year.

Section 4.5 - Discipline and Discharge.

(A) Scope.

Disciplinary action may be taken by a Dean/supervisor to correct a faculty member's inappropriate behavior. Disciplinary action taken by supervisors should be timely and progressive including, but not limited to, verbal reprimand, written reprimand, suspension, or dismissal. At times, however, factors may make it impractical in individual cases to give prior warnings. For example, behavior or acts may be so grave a nature that a first occasion violation is a cause for a recommendation for the employee's discharge. Disciplinary action should be preceded, if possible, by an informal discussion between the affected faculty member and the appropriate dean/supervisor in an attempt to resolve the matter. A faculty member may be reprimanded or suspended, reduced in rank or compensation, or otherwise disciplined by the College for just cause.

(B) Verbal Reprimand.

A verbal reprimand may be issued following a discussion between the Dean/supervisor and the faculty member and its issuance noted for future reference by the Dean/supervisor.

(C) Written Reprimand.

A written reprimand indicating the nature of the problem including references to prior warnings and verbal reprimands, and the necessary corrective action, may be issued following a private discussion between the Dean/supervisor and the faculty member. The written reprimand will be signed by the Dean/supervisor and copies forwarded to the faculty member, to the Director of Employee Relations, Diversity and Inclusion. The faculty member may within 10 work days from receipt, provide a written response and request a review by filing a grievance pursuant to Section 3.1 at Step 2.

(D) Suspension Without Pay.

A faculty member 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 the College. The Vice President and Provost (for instructional faculty) or the Senior Vice President for Student Services (for counseling faculty), after affording the faculty member an opportunity to be heard, may impose the suspension based upon the recommendation of the Dean/supervisor and with the concurrence of the Director of Employee Relations, Diversity and Inclusion. The proposed letter of suspension must be accompanied by appropriate supporting documentation with copies to the faculty member and the Director of Employee Relations, Diversity and Inclusion. The faculty member may within 10 work days from receipt, provide a written response to the letter of suspension and request a review by filing a grievance pursuant to Section 3.1 at Step 3.

(E) Discharge.

A faculty member may be discharged upon the recommendation of a Dean/Supervisor, with concurrence of the Vice President and Provost (for instructional faculty) or the Senior Vice President for Student Services (for counseling faculty). The discharge recommendation is made to the Director of Employee Relations, Diversity and Inclusion, accompanied by supporting documentation, with copies provided to the faculty member. The faculty member may, within 10 work days from receipt, provide a written response to the discharge recommendation. If the recommendation is upheld, the faculty member may file a grievance pursuant to Section 3.1 at Step 3. This Section 4.5(E) does not apply to faculty members who are laid off, to faculty members whose employment is terminated pursuant to Section 4.2, 4.3 or 4.4 of this Article, or to any other termination of employment.

Section 4.6 - Reduction in Force.

(A) Notice to Chapter.

At least forty-five (45) calendar days prior to the time the President of Montgomery College officially recommends the layoff of faculty members, the Chapter shall be notified of such contemplated recommendation. At the request of the Chapter, the President or his designees shall meet the Chapter, at reasonable times, to discuss such recommendation, and the reason(s) therefor.

(B) Notice Regarding Affected Faculty Members.

Not later than thirty (30) calendar days after the layoff of faculty members is approved, Management shall notify the Chapter of the names of the faculty members who will be laid off and the effective date of such layoff, and shall notify each affected faculty member of the effective date of his or her layoff. A faculty member who has attained tenure shall be entitled to twelve (12) months notice prior to layoff.

(C) Order of Layoff.

For the purposes of this section, tenured faculty members shall be referred to as Group I; faculty members employed pursuant to tenure track appointments who are in their probationary period shall be referred to as Group II; faculty members employed pursuant to rolling term appointments shall be referred to as Group III; and faculty members employed pursuant to term appointments shall be referred to as Group IV. Faculty members shall not be laid off it Montgomery College can provide the courses and services Management determines are to be offered by retaining faculty members and laying off part-time personnel. Groups I, II and III faculty members shall not be laid off it Montgomery College can provide the courses and services Management determines are to be offered by retaining such faculty members and laying off Group IV faculty members or part-time personnel. Group I and II faculty members shall not be laid off it Montgomery College can provide the courses and services Management determines are to be offered by retaining such faculty members and laying off Group III or IV faculty members or part-time personnel. Group I faculty members shall not be laid off if Montgomery

College can provide the courses and services Management determines are to be offered by retaining such faculty members and laying off Group II, III or IV faculty members or part-time personnel. Within Groups I, II, III, or IV faculty members shall be laid off in inverse order of qualifications; provided that, if two (2) or more faculty members are equally qualified, the least senior faculty member shall be laid off. In lieu of layoff, Management shall assign faculty members to vacant positions which Management intends to fill, if the faculty member is qualified to fill such position. In determining whether a faculty member is qualified to teach a course or perform a service which Management determines is to be offered, the faculty member must meet the minimum qualifications, in effect at the time of layoff, for initial appointment to perform such functions.

(D) Recall.

In the event of a restoration of the complement of faculty members, Management shall, in inverse order of layoff, offer vacant positions to faculty members who meet the minimum qualifications for such vacant position and who have been on layoff for a period of three (3) years or less. Laid off faculty members must notify Management within thirty (30) calendar days of receiving a recall notice that they accept the offer of employment.

ARTICLE 5 - WORK LOAD

Section 5.1 - The Role of Full-Time Faculty.

Faculty responsibilities are professional in the full sense of the word but will, over the course of any semester or academic year, vary with regard to the responsibility that is emphasized or to which the most time and effort is committed for each individual faculty member. The primary focus of faculty is on effective teaching and the many closely related activities essential to the discharge of this obligation. These activities include academic assessment, governance, regulatory compliance and primary responsibility for the development of curriculum, although Management has final authority over these items. Other critical faculty responsibilities include, but are not limited to: implementation of new pedagogical delivery techniques, service on department, campus, or College committees; participation in student, course, and program outreach activities in the College and community; the development and implementation of strategies for student success; student advising; and professional development.

In addition to the above responsibilities, counseling faculty provide developmentally appropriate educational, career, social, and personal counseling to a diverse student population. They provide academic counseling, including educational advising and planning, transfer advising, disability support services, and career assessment and planning. They also provide crisis intervention and collaborate with the College community to promote holistic development of the students served at Montgomery College.

Section 5.2 - Professional Responsibilities.

(A) Instructional Faculty.

In addition to being available for student consultation and performing such other professional duties as Management may require, members of the instructional faculty shall be assigned a workload consisting of a standard minimum of thirty (30) equivalent semester hours per academic year determined in accordance with the provisions of this Article; provided that, a workload in excess of thirty-two (32) equivalent semester hours per academic year or eighteen (18) equivalent semester hours per academic semester may be assigned by Management only with the consent of the faculty member. No faculty member may teach in excess of thirty-six (36) equivalent semester hours per academic year or in excess of twenty (20) equivalent semester hours per semester. Exceptions to this twenty (20) equivalent semester hour limit may be made in special circumstances by agreement among the faculty member, Management, and the Chapter. Faculty members assigned a workload in excess of thirty (30) equivalent semester hours in an academic year shall be compensated for each equivalent semester hour in accord with the schedule attached hereto as Appendix I. Faculty members assigned a workload in excess of fifteen (15) equivalent semester hours for one semester and whose initial semester of employment is a spring semester, or who leave the College after a fall semester, or who are on leave during one semester will be compensated in accord with the schedule attached hereto as Appendix I. The regular schedule for a member of the teaching faculty will not require that the faculty member teach or schedule office hours on more than five (5) calendar days in any calendar week.

During an academic year, with the approval of days and location by Management, instructional faculty shall post and maintain either (a) five in-office hours per week or (b) four in-office hours per week and two additional hours online or in an alternative location per week, for student consultation.

Faculty teaching exclusively online during the Winter Session may hold their office hours exclusively online.

(B) Counseling Faculty.

(1) General Responsibilities.

Counseling faculty shall be responsible for a forty (40) hour week during the academic year, during which time they shall perform such professional duties as Management may assign or approve. The regular schedule for counseling faculty will not require that a faculty member be on campus on more than five (5) calendar days in a calendar week. The duty days assigned to counseling faculty during an academic year shall be equal in number to the duty days assigned to members of the instructional faculty for that academic year, provided that the dates of such duty days shall be assigned on an individual basis.

(2) Recess Days and Other Conditions.

The number of Recess Days for counseling faculty during each of the first three (3) academic years of full-time employment shall be eleven (11). During the fourth to fifteenth

year of full-time employment, counseling faculty will receive fifteen (15) Recess Days each academic year. During and after the fifteenth year of full-time employment, counseling faculty will receive nineteen (19) Recess Days each academic year. One such Recess Day may be carried forward to the summer immediately preceding the subsequent academic year by those counseling faculty assigned to work fifteen (15) days or more during the summer period between academic years. All Recess Days shall be scheduled on an individual basis by counseling faculty with the approval of the appropriate Dean of Student Development.

Counseling faculty shall be eligible to earn overload ESH as specified in Appendix One of this Agreement through assignment in the Counseling Department with the approval of the appropriate Dean of Student Development.

Section 5.3 - Equivalent Semester Hours for Lecture and Non-Lecture Components.

(A) Scope.

This Section 5.3 shall not be applicable to any form of instructional activity not currently utilized at Montgomery College, to community service courses, to courses taught via television, to any course component designated by Management as a practicum, tutorial, independent study, clinic/field experience, or ensemble, to applied music, nor to activities covered under Section 5.4.

(B) Definitions.

For the purposes of this Article 5, the following definitions shall be applicable:

(1) Semester Hour of Credit.

A "semester hour of credit" is the unit of measure of academic credit assigned by Management or a corresponding value assigned by Management for a course for which no academic credit is awarded.

(2) Course Components.

A "course component" is an instructional activity designated by Management as either a lecture or non-lecture. Course components designated as a lecture must generate one (1) semester hour of credit for each "lecture standard" taught.

(3) Lecture Standard.

The "lecture standard" is the minimum number of minutes of instructional activity for "actual class meeting(s)" required by the Maryland Higher Education Commission for the award of one (1) semester hour of credit.

(4) Non-Lecture Standard.

The "non-lecture standard" is the minimum number of minutes of instructional activity for a "supervised laboratory or studio" required by the Maryland Higher Education Commission for the award of one (1) semester hour of credit.

(C) Calculation of Equivalent Semester Hours.

For purposes of Section 5.2 (A) of this Article, an "equivalent semester hour" is the unit of measure of a faculty member's workload and, except as provided in paragraph (3) of this subsection, shall be determined in accordance with paragraphs (1) and (2) of this subsection.

(1) Lecture Component.

The number of equivalent semester hours for a course component designated as a lecture is the result obtained by dividing the total minutes of scheduled instructional activity for such course component by the lecture standard, rounded to the nearest one-quarter (1/4) hour.

(2) Non-Lecture Component.

The number of equivalent semester hours for a course component designated as a non-lecture is seventy-five percent (0.75) times the result obtained by dividing the total minutes of scheduled instructional activity for such course component by one-half (1/2) the non-lecture standard rounded to the nearest one-quarter (1/4) hour.

(3) Other.

After notice to the Chapter and with approval of the faculty member and the department chair, Management may assign to a course component taught by such faculty member a greater number of equivalent semester hours (such number to be determined by Management in its discretion) than that determined pursuant to paragraphs (1) and (2) of this subsection. If Management determines to assign a greater number of equivalent semester hours than that determined pursuant to paragraphs (1) and (2) of this subsection to a course component, the faculty member must make an irrevocable election, prior to the commencement of the course, to teach or not teach the course.

Section 5.4 - Equivalent Semester Hours for Other Activities.

(A) Tutoring.

Faculty members assigned tutoring ESH shall receive one (1) equivalent semester hour for each thirty (30) clock hours of such assigned duties.

(B) Other Assigned Activities.

Where, under this agreement, faculty members perform activities assigned by Management, not otherwise set forth in this Article, which Management determines are to be measured in terms of equivalent semester hours for purposes of Section 5.1 (A) of this Article, one (1) equivalent semester hour shall be equal to forty (40) clock hours of such assigned activities. Not more than six (6) equivalent semester hours per semester attributable to coaching activities shall be recognized for the purpose of fulfilling the thirty (30) equivalent semester hour standard minimum workload specified in Section 5.2(A) of this Article.

(C) Nursing Clinical Equivalent Semester Hours.

The number of equivalent semester hours for off-campus nursing clinical practica assigned to nursing faculty shall be one hundred percent (1.00) per clinical hour.

(D) Scholarly Activity.

Scholarly Activity equivalent semester hours or clock hours may be applied to the thirty (30) equivalent semester hours or forty (40) hour faculty workload.

(E) Workforce Development and Continuing Education Equivalent Semester Hours.

As part of their standard thirty (30) equivalent semester hour workload during the academic year, faculty members may teach non-credit courses, or conduct non-teaching activities for the non-credit Workforce Development and Continuing Education Program. On occasion, faculty members may also teach non-credit courses offered by a campus.

Faculty members may teach Workforce Development and Continuing Education courses on a voluntary basis. Participation also requires the approval of the appropriate department chair and Instructional Dean/director. The Office of Workforce Development and Continuing Education will select faculty for participation in Workforce Development and Continuing Education programs in consultation with the appropriate department chair or Dean/director.

For purposes of compensating faculty members who participate in this program, one (1) equivalent semester hour will be equivalent to fifteen (15) clock hours of non-credit teaching or forty (40) clock hours of Advising Cadre, Instructional Improvement, Curriculum Development, Program Development, Scholarly Effort, or Special Projects work for the office of Workforce Development and Continuing Education.

Individual faculty members are permitted to earn a maximum of eight (8) equivalent semester hours per semester, or sixteen (16) equivalent semester hours per academic year in this program. A maximum of eighty (80) equivalent semester hours may be earned by all credit faculty as a whole each semester. The Senior Vice President for Academic and Student Affairs may approve additional equivalent semester hours.

Notwithstanding the provisions above, the Office of Workforce Development and Continuing Education may hire faculty members to work for Workforce Development and Continuing Education during the academic year outside their standard or overload workload and pay for such work at Workforce Development and Continuing Education rates. It is the intent of Management that such work will not be the same as work which faculty members are compensated with equivalent semester hours, such as the Gifted and Talented program, and work compensated at a rate less than one (1) equivalent semester hour.

During the summer, Workforce Development and Continuing Education may continue to hire faculty members at Workforce Development and Continuing Education rates.

Both Management and the Chapter recognize that there may be circumstances in a spring semester whereby a non-credit course scheduled to be taught by a faculty member will be cancelled. In such circumstances, the Dean/director will assign to the faculty member an alternate time assignment comparable to the equivalent semester hours of the cancelled non-credit course. If, for any reason, it is not possible for the Dean/director to make such an alternate time assignment, and the faculty member's workload falls below thirty (30) equivalent semester hours for the academic year, the faculty member shall be considered to have met his or her contractual obligation for the academic year.

At the end of each academic year, Management will provide the Chapter with a report showing the names of each faculty member who participated in this program. The report will include the amount of equivalent semester hours assigned to each faculty member, as well as the names of faculty members compensated by Workforce Development and Continuing Education at Workforce Development and Continuing Education rates during the previous academic year.

Section 5.5 - Reduced Work Load.

A faculty member who has been employed for a minimum of one (1) academic year may submit to the Academic Vice President and Provost for instructional faculty or the Senior Vice President for Student Services for counseling faculty, or designee, a written request for reduction in workload. Such application must be submitted at least ninety (90) calendar days before the beginning of the academic semester in which such reduced workload is to commence and shall include the semester(s) for which reduced workload is requested, the purpose for which reduced workload is requested, the workload requested during the period of reduced workload, and information relating to the faculty member's availability or unavailability during the period for which the reduced workload is requested. For instructional faculty workloads of not less than nine (9) nor more than twelve (12) equivalent semester hours for each academic semester of reduced workload will be considered. For counseling faculty, workloads of not less than twenty-four (24) nor more than thirty-two (32) hours per week for each academic semester of reduced workload will be considered. A reduced workload that exceeds three (3) years requires the agreement of the faculty member, Management, and the Chapter. The Academic Vice President and Provost or Senior Vice President for Student Services, or designee, may grant or deny the faculty member's request, or may grant a different reduction in workload than that requested, in his/her sole discretion, without recourse by the faculty member, at which time the request may be withdrawn by the faculty member. Instructional faculty who are granted a reduced workload

shall, in addition to posting and maintaining five (5) office hours per week or four (4) office hours plus two additional student contact hours for student consultation, and performing such other professional duties as Management may require, be assigned the number of equivalent semester hours, for each academic semester for which reduced workload is granted, as was approved by the Academic Vice President and Provost or Senior Vice President for Student Services, or designee, in granting the request for the reduced workload. Counseling faculty who are granted a reduced workload shall be responsible for the number of hours each week for each academic semester for which reduced workload is granted as was approved by the Senior Vice President for Student Services or designee in granting the request for the reduced workload, during which such weeks they shall perform such professional duties as Management may assign or approve. A faculty member on a reduced workload shall be paid a salary based on a percentage hereinafter referred to in this Section 5.5 as the "reduced workload percentage." For instructional faculty, the reduced workload percentage shall be one-fifteenth (1/15) of the number of equivalent semester hours for which the faculty member will be responsible during the period of reduced workload times one hundred percent (100%), rounded to the nearest whole percent. For counseling faculty, the reduced workload percentage shall be one-fortieth (1/40) of the number of hours per week for which the faculty member will be responsible during the period of reduced workload times one hundred percent (100%), rounded to the nearest whole percent. A faculty member on reduced workload shall receive a salary equal to the salary which the faculty member would have been entitled pursuant to Section 8.2 of this Agreement if the faculty member had not been granted a reduced workload, multiplied by the reduced workload percentage. During the period of reduced workload, a faculty member may continue to participate in the group insurance program described in Section 9.1 of this Agreement, except that Montgomery College shall pay, on such faculty member's behalf, only a dollar amount equal to the dollar amount Montgomery College would have contributed toward the cost of such group insurance package if the faculty member had not been granted a reduced workload, multiplied by the faculty member's reduced workload percentage. During the period of reduced workload, a faculty member shall be credited with, accrue and accumulated leave to which the faculty member is entitled pursuant to Section 6.1 of this Agreement at the rate specified in Section 6.1 multiplied by the reduced workload percentage; and may be granted leave pursuant to Section 6.8 of this Agreement not to exceed one (1) day per academic semester. Nothing contained in this Section 5.5 shall be construed as prohibiting the grant of reduced workload more frequently, if and as Management deems appropriate.

Section 5.6 – Professional Development.

Management and the Chapter, recognizing the importance of professional development, will mutually participate in the planning and implementation of long-range professional development goals consistent with the availability of resources. Faculty members will annually report to Management their professional development activities, will include such reports in their individual evaluations, and will share information from professional development activities with peers and the College, as appropriate.

ARTICLE 6 - LEAVES OF ABSENCE

Section 6.1 - Payment and Leave for Sickness or Disability.

(A) Purpose and Use of Leave.

(1) Personal Illness or Disability.

A faculty member unable to work on account of sickness or accident disability shall be entitled to leave with pay in accord with the provisions of this Article. During the period of such leave, a faculty member shall be remunerated in the amount the faculty member would have received had the faculty member worked. For purposes of this paragraph, "sickness or accident disability" shall mean personal injury, illness, disability or quarantine.

(2) Other.

A faculty member unable to work because of medical, dental or optical examination or treatment; or because the faculty member is required to care for an ill or injured member of the faculty member's immediate family shall be entitled to leave with pay in accord with the provisions of this Article. For purposes of this paragraph, "immediate family" shall mean spouse, child, sibling, parent, current parent-in-law, grandparent, grandchild, or anyone who has regularly lived in the faculty member's household.

(3) Restrictions on Use.

A faculty member shall not be entitled to payment or leave under this subsection (A) for any day outside the academic year, nor, except as provided in Section 6.9(B)(2)(b) of this Agreement, for any day for which the faculty member receives compensation under the Workers' Compensation law of Maryland.

(B) Accrual of Leave.

A faculty member shall accrue leave for purposes of subsection (A) of this Section at the rate of one (1) day per calendar month, August through May; provided that: (i) no leave shall accrue under this subsection (B) for a calendar month, if during any portion of such calendar month the faculty member is on sabbatical leave pursuant to Section 6.6 of this Agreement; and (ii) no leave shall accrue under this subsection (B) for a calendar month, if on each day of such calendar month, the faculty member is on any other form of leave paid or unpaid.

(C) Accumulation of Sick Leave.

A faculty member's unused sick leave shall accumulate and carry over from one academic year to the succeeding academic year without limit. At the time of termination of employment a faculty member who was employed as a faculty member during the fiscal 1989 academic year and who has served five (5) or more years immediately preceding such termination, shall be paid for twenty-five percent (25%) of not more than one hundred eighty (180) days of unused sick leave computed on the basis of salary at termination; provided that faculty members who, as of May 21,

1982, have accumulated in excess of one hundred eighty (180) days of unused sick leave, shall be paid at the time of termination for twenty-five percent (25%) of the unused sick leave accumulated by such faculty member as of May 21, 1982, or the date of termination, whichever is less.

(D) Crediting Leave.

At the commencement of each academic year (or at the commencement of employment if the faculty is first employed after the beginning of an academic year), a faculty member's leave balance under this Section 6.1 shall be credited with the number of days of leave the faculty member would be entitled to accrue during that academic year under subsection (B) of this Section. If, for any reason, a faculty member's employment relationship with Montgomery College is terminated at a time when the faculty member has utilized more leave under subsection (A) of this Section than the faculty member has actually accrued pursuant to the formula set forth in subsection (B) of this Section, the value of such excess leave used may be deducted by Management from the faculty member's final pay.

(E) Non-Academic Year Leave.

A faculty member assigned to duties to be performed between the close of one academic year and the commencement of the next academic year shall be entitled to leave under this Section 6.1 to be used and paid for in accordance with subsection (A) of this Section 6.1; provided that a faculty member may not use leave between the close of one academic year and the commencement of the next academic year in excess of the amount of such leave with which the faculty member is credited pursuant to this subsection (E), except that if, between the close of one academic year and the commencement of the next academic year, a faculty member uses all leave credited pursuant to this subsection (E), the faculty member may use not more than three (3) days of leave previously accumulated pursuant to subsections (B) of this Section 6.1. For instructional faculty, leave shall be credited under this subsection (E) at the rate of one (1) day for assignment of three (3) but less than six (6) and two (2) days for assignment of six (6) or more equivalent semester hours. For counseling faculty, leave shall be credited under this subsection (E) at the rate of one (1) day for assignment of at least fifteen (15) days and two (2) days for assignment of thirty (30) or more days. Unused sick leave credited under this subsection (E) will be accumulated and carried forward into the academic year.

(F) Notice of Use of Leave.

A faculty member will notify or cause to be notified the person designated by the Campus Vice President and Provost of an absence chargeable to leave under this Section 6.1 prior to the time the faculty member is to report for the assigned duty for which the faculty member intends to use leave under this Section 6.1. If it is impossible to give such notice prior to reporting, such notice shall be given as soon as possible

Section 6.2 - Court Attendance Leave.

A faculty member subpoenaed as a witness in a civil or criminal case, other than a case in which the faculty member is a defendant, or a faculty member 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 6.2 shall be submitted in writing to the Campus Vice President and Provost as soon as the faculty member is served with a subpoena or order to report for jury duty.

Section 6.3 - Military Leave.

A faculty member required by state or federal law to report during the academic year for training or service as a member of the National Guard or the United States Armed Forces Reserve shall be entitled to leave with pay for such purposes for a period not to exceed fifteen (15) days per Montgomery College academic year. Application for such leave shall be submitted in writing to the Campus Vice President and Provost as soon as the faculty member receives notice to report for such service or training. Management may request the appropriate branch of government to alter the faculty member's military orders.

Section 6.4 - Bereavement Leave.

A faculty member shall be entitled to leave with pay for a maximum of three (3) days in the case of death in the immediate family; namely, spouse, child, sibling, parent, current parent-in-law, grandchild, or grandparent, provided such leave is taken during the period between the date of death and the conclusion of the mourning period, both inclusive. If requested by the faculty member, an additional period of bereavement leave, not to exceed three (3) days, may be taken and deducted from the faculty member's accumulated leave under subsection (C) of Section 6.1.

Section 6.5 - Professional Meeting Leave.

A faculty member may be granted leave with or without pay for the purpose of attending off-campus professional meetings. This leave may be granted during summer duty days. If any such leave is approved, the faculty member may also be reimbursed, in whole or in part, for travel expenses incurred in attending such meeting. Application for such leave shall be submitted in writing to the Campus Vice President and Provost or designee at least ten (10) calendar days prior to the use of such leave.

Section 6.6 - Sabbatical Leave.

Sabbatical leave for the purpose of academic study or for other activity leading to professional growth of value to Montgomery College may be granted to a faculty member who has completed fourteen (14) full academic semesters during which the faculty member has not been granted previous sabbatical leave. Sabbatical leave shall be either with full pay for one (1) full academic semester or at one-half (1/2) pay for two (2) consecutive academic semesters. Unused sabbatical funds will be used for other professional development activities. Management will fund a minimum of ten (10) sabbaticals. An application for sabbatical leave, which shall include a statement of the objectives to be accomplished during the leave, shall be submitted in writing to the Senior Vice President for Academic Affairs (for instructional faculty) or designee, or the Senior Vice President for Student Services (for counseling faculty) or designee not later than December 15 of the academic year immediately preceding the academic year in which the faculty member intends to commence such leave. A faculty member granted sabbatical leave shall, upon

the expiration of such leave, return to the employ of Montgomery College for the next succeeding four (4) full academic semesters, unless otherwise notified by Management. Within sixty (60) calendar days after the beginning of the academic semester following the expiration of such leave, the faculty member shall submit a written report satisfactory to Management, establishing the successful completion of the objectives set forth in the sabbatical leave application, or the reason, if any, that the objectives were not met. No such written report will be rejected by Management for a reason that is arbitrary or capricious. However, if the written report is rejected by Management, or if the faculty member does not return from leave for the period required, then the faculty member shall reimburse Montgomery College for all monies paid to the faculty member, or on the faculty member's behalf, during the period of sabbatical leave.

Section 6.7 - Extended Leave Without Pay.

A faculty member who has completed four or more years of service may be granted leave without pay for a period not to exceed two (2) consecutive academic semesters for the purpose of educational travel, professional study or improvement, exchange or overseas teaching, political activities, family illness, child care, major religious holidays, emergency or special personal obligations which the faculty member is unable to fulfill without missing classroom or other responsibilities to Montgomery College, or such other purposes as may be deemed by Management to be in Montgomery College's interest. A faculty member who is granted such leave shall, during the period of such leave, be responsible for paying all monies necessary to maintain the faculty member's participation in the Montgomery College Group Insurance Package and any retirement plan in which the faculty member participates.

Section 6.8 - Personal Leave.

A faculty member unable to work because of the observance of major religious holidays, or emergency or special personal obligations, may be granted leave with pay up to a maximum of three (3) days per academic year. One (1) day of unused personal leave may be carried to the subsequent summer session only. Application for such leave must be submitted to the Campus Vice President and Provost at least ten (10) days prior to the intended use of such leave, unless such leave is used for an emergency which does not permit ten (10) days' notice. Such application shall be denied only for reasons of being excessive in duration, or on the grounds that such absence would unacceptably impair the academic program of Montgomery College. Nothing contained in this Section 6.8 shall be construed as prohibiting the grants of additional leaves of absence, with or without pay, as Management deems appropriate.

Section 6.9 - Short-Term Disability Benefits.

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

A faculty member who has completed at least two (2) full academic semesters with Montgomery College, 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 as well as an additional ten (10) days of leave under Section 6.1 of this Article (which additional ten days Management shall advance), shall be entitled to leave, commencing on the first day after the exhaustion of leave available under Section 6.1 and continuing to the first

anniversary of the date he was first unable to work on account of such disability. A faculty member shall be remunerated for the period of leave provided under this Section 6.9(A) in an amount equal to a percentage of the faculty member's salary, had the faculty member worked, in accordance with this schedule:

Length of Continuous Service	**Percentage of Salary**
2 full academic semesters but less than 3 years	50%
3 years but less than 10 years	60%
10 years or more	80%

(B) Disability Compensable Under Workers' Compensation Law.

(1) Treatment by Designated Provider.

A faculty member who has completed at least two (2) full academic semesters 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 is unable to work on account of such disability and continuing to the first anniversary of such date. A faculty member eligible for leave under Section 6.9(B)(1) shall be remunerated for the period of such leave in an amount equal to one hundred percent (100%) of the salary the faculty member would have been paid had the faculty member worked.

(2) Treatment by Other Than Designated Provider.

(a) A faculty member who has completed at least two (2) full academic semesters 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 is unable to work on account of such disability and continuing to the first anniversary of such date. A faculty member eligible for leave under this Section 6.9(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 is unable to work on account of the disability, a faculty member entitled to leave under Section 6.9(B)(2)(a) may elect, in lieu of leave under Section 6.9(B)(2)(a), to use leave accrued under, and be compensated in accordance with the provisions of, Section 6.1 of this Agreement. If a faculty member elects to use leave as provided in this Section 6.9(B)(2)(b), such leave must commence as of the first day the faculty member is unable to work on account of the disability and must continue until the faculty member returns to work, or the leave accrued under Section 6.1 is exhausted, whichever occurs earlier. If a faculty member's accrued leave under Section 6.1 is

exhausted before he is able to return to work, he shall immediately be entitled to commence leave under Section 6.9(B)(2)(a), which shall continue to the first anniversary of the date he was first unable to work on account of such disability.

(C) Exclusions.

Notwithstanding the foregoing, disability benefits under this Section 6.9 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 faculty member returns to active duty with Montgomery College; the faculty member's seventieth (70th) birthday; the date upon which the faculty member retires under a Montgomery College retirement plan; the date on which the faculty member's employment with Montgomery College ceases; or the date on which the faculty member 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 the academic year the faculty member would have been scheduled to perform assigned responsibilities.

(D) Reduction of Montgomery College Expenditure.

If the faculty member 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 faculty member qualifies for benefits under this Section, the total amount of remuneration received by the faculty member from such disability compensation plans plus any additional amounts payable by the College pursuant to this Section 6.9 shall not exceed the salary the faculty member 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 faculty member engages in any work for wage or profit, the remuneration set forth in Section 6.9(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, a faculty member 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 faculty member is not completely disabled from engaging in some or all of the faculty member's responsibilities to Montgomery College, the faculty member shall be required to perform such duties as the physician designated by Management determines appropriate, unless the faculty member's personal physician disagrees with the opinion of the physician designated by Management; in which event, the physician designated by Management and the faculty member's personal physician shall select a third physician to examine the faculty member 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 6.9, on account of any one disability, shall not extend for a period in excess of twelve (12) months. In the event a faculty member 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 faculty member 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 faculty member otherwise qualifies under this Section.

(G) Leave and Continuous Service Credit.

A faculty member shall not accrue sick leave during the period the faculty member is receiving disability benefits nor shall the period of time the faculty member 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 Director of Employee Relations, Diversity and Inclusion. 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 faculty member is unable to perform any of the faculty member's assigned responsibilities because of such sickness or accident disability. The Director of Employee Relations, Diversity and Inclusion shall establish the effective date of disability based on the form so submitted. A faculty member whose application for benefits under this Section is denied by the Director of Employee Relations, Diversity and Inclusion may appeal to the Senior Vice President for Academic Affairs (in instructional faculty) or designee, or the Senior Vice President for Student Services (if counseling faculty) or designee.

Section 6.10 - Leave Reporting.

Faculty members shall be required to report, for each pay period, on a form to be provided by Management and signed by the faculty member, days of leave taken.

ARTICLE 7 - CHAPTER RIGHTS

Section 7.1 - Release Time.

Management shall grant to a faculty member, or faculty members, designated by the Chapter a reduced workload without reduction in pay, not to exceed twenty-three (23) equivalent semester hours per academic year, including summer sessions, in the aggregate, for the purpose of attending to Chapter matters related to the College. In any year in which there are negotiations of this contract, Management shall grant to a faculty member, or to faculty members, designated by the Chapter a reduced workload without reduction in pay, not to exceed thirty-nine (39) equivalent semester hours per academic year in the aggregate, for the purpose of

attending to Chapter matters related to the College. The Chapter shall reimburse the College at the minimum prevailing overload rate set forth in Appendix I hereto to each equivalent semester hour of reduced workload granted pursuant to this Section 7.1. Reduced workload, pursuant to this provision, may be used by the Chapter during the summer months.

Section 7.2 - Deduction of Dues/Service Fee.

(A) Payroll Deduction Authorization.

Upon receipt of a dues/service fee deduction authorization in the form set forth in Subsection (B) of this Section 7.2, voluntarily executed by the faculty member and submitted to the Director of Employee Relations, Diversity and Inclusion, Management shall deduct, out of the current salary payable to each faculty member during the academic year, one twentieth (1/20th) of the total annual dues/service fee of the Chapter, and promptly remit such dues/service fee to the Treasurer of the Chapter. The Chapter Treasurer shall give written notice to the Director of Employee Relations, Diversity and Inclusion of the amount of annual dues/service fee payable by each faculty member who executes a dues/service fee deduction authorization. Upon receipt from a faculty member of written notice revoking the dues/service fee deduction authorization, Management shall cease its deduction of Chapter dues/service fee after the final pay period of the academic year in which such written revocation is received. Faculty members hired August 20, 2001 and thereafter will be required to pay a service fee to the Chapter for representation services.

(B) Service Fee.

Faculty hired after August 20, 2001 who do not voluntarily elect to become members of the Chapter by the end of their first academic semester of employment by submitting the Chapter's Dues Deduction Authorization Form must execute the appropriate authorization and pay a service fee to the Chapter. In such cases, commencing with the first pay period of their second semester of employment and thereafter, Management shall deduct, out of the current salary payable to each faculty member during the academic year, one twentieth (1/20) of the total annual service fee established by the Chapter, and promptly remit such fees to the Treasurer of the Chapter.

(C) Dues/Service Fee Deduction Authorization Form.

Management shall honor only those dues/service fee deduction authorizations which are submitted in the following form:

Authorization for Dues/Service Fee Deduction

I, the undersigned, authorize Montgomery College to deduct from my salary, and to remit to the Montgomery College Chapter of the American Association of University Professors ("Chapter") during the academic year, the annual dues/service fee established by the Chapter. This authorization may be modified by me at any time by serving written notice of modification upon the Director of Employee Relations, Diversity and Inclusion of Montgomery College;

provided that such modification shall not become effective until after the final pay period of the academic year in which it is submitted.

Check one box that applies:
Join AAUP Chapter
Service Fee

Name _____
Montgomery College ID # _____
Signature_____
Date_____

(D) Indemnification.

The Chapter shall indemnify and save Montgomery College 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 7.2, and the Chapter assumes full responsibility for the disposition of monies deducted under this Section 7.2 as soon as they have been remitted by Management to the Treasurer of the Chapter.

Section 7.3 - Meeting Space, Food Services and Campus Mails.

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

Section 7.4 - Bulletin Boards.

With the prior approval of the Director of Employee Relations, Diversity and Inclusion, the Chapter shall be permitted to post notices on Montgomery College bulletin boards. Such permission shall not be unreasonably withheld.

Section 7.5 - Bargaining Unit Information.

Not later than October 30 of each year, Management shall provide the Chapter with a list of all faculty members in the bargaining unit indicating date of hire, salary, rank and term of appointment.

Not later than October 30 of the fall semester and March 30 of the spring semester, Management shall provide the Chapter with a faculty workload report listing the teaching and assigned time equivalent semester hours for each faculty member.

Section 7.6 - Personnel Files.

Management will maintain one (1) official personnel file for each faculty member to which the faculty member will have access upon reasonable notice.

Section 7.7 - Modified Agency Shop.

Having met the condition of Management that the Chapter have the membership equivalent of fifty-five percent (55%) plus one of the total positions in the bargaining unit, this section shall become effective on August 20, 2001. Commencing on that date, any faculty member hired into a bargaining unit position shall, by the conclusion of his or her initial semester of employment, be required to have dues deducted pursuant to Section 7.2(A) or pay a service fee established by the Chapter as compensation for the representational services rendered. Faculty employed prior to August 20, 2001, who are not members of the Chapter, may voluntarily pay the service fee by signing the appropriate authorization card.

Section 7.8 - Copying Equipment.

The Chapter shall be permitted to use College copying equipment through the use of copying machine auditrons purchased by the Chapter. The Chapter will reimburse Montgomery College for the actual cost of the copies made.

Section 7.9 - Collaboration Committee

To foster cooperative and collaborative labor relations by facilitating communication, promoting understanding, and resolving matters that affect full-time faculty, the Chapter and Management agree to establish the AAUP-Management Collaboration Committee. This committee shall be comprised of up to five representatives from the Chapter and up to five representatives from Management. The parties agree that additional resource members may be invited by mutual agreement, or selected to serve on sub-committees established to resolve specific matters. This committee shall utilize an interest based approach to problem solving and shall be committed to successfully resolving issues of mutual concern. This committee shall meet a minimum of eight times per fiscal year as follows: September, October, November, January, February, March, April, and May. The parties shall jointly establish meeting dates for the entire year no later than the conclusion of the September meeting. The Chapter and Management shall exchange proposed agenda items at least one week in advance of each meeting unless both parties mutually agree to an exception. At the conclusion of each fiscal year, the parties shall forward a report to the President outlining the matters discussed during the fiscal year, action taken as a result of those discussions, and the status of each issue. The parties shall also include the status of the work of any sub-committee(s) in the annual report and an assessment of the effectiveness of the committee's processes.

ARTICLE 8 - SALARIES

Section 8.1 - Academic Year Salary.

For purposes of this Article 8, "academic year salary" for faculty members, other than counseling faculty, shall mean the amount of earnings received by a faculty member from Montgomery College for the performance of the standard minimum workload specified in Section 5.2(A) of this Agreement. For purposes of this Article 8, "academic year salary" for counseling faculty shall mean the amount of earnings received by a faculty member from Montgomery College for the performance of the workload specified in Section 5.2(B) of this Agreement. In any year where the fiscal academic calendar exceeds 195 days, full-time faculty will be paid at a *per diem* rate of 1/195 of the faculty member's academic year base salary for each day over 195.

Section 8.2 - Fiscal Academic Years.

(A) General

Fiscal Academic year 2016: Effective the first day of the academic year, there shall be a two and one-half percent (2.5%) wage adjustment and, for faculty members who have been in the bargaining unit for at least one semester as of the beginning of the fiscal academic year, and an increment of three and one-half percent (3.5%) to the extent that an employee's salary does not exceed the maximum of the salary range. The salary range for the fiscal academic year shall be $58,261.00 to $109,239.00.

Fiscal Academic year 2017: Effective the first day of the academic year, there shall be a two and three-quarters percent (2.75%) wage adjustment and, for faculty members who have been in the bargaining unit for at least one semester as of the beginning of the fiscal academic year, and an increment of three and one-half percent (3.5%) to the extent that an employee's salary does not exceed the maximum of the salary range. The salary range for the fiscal academic year shall be $59,863.00 to $112,243.00.

Fiscal Academic year 2018: Effective the first day of the academic year, there shall be a two and three-quarters percent (2.75%) wage adjustment and, for faculty members who have been in the bargaining unit for at least one semester as of the beginning of the fiscal academic year, and an increment of three and one-half percent (3.5%) to the extent that an employee's salary does not exceed the maximum of the salary range. The salary range for the fiscal academic year shall be $61,509.00 to 115,330.00.

(B) Outstanding Service Awards.

In addition to the salaries provided in Section 8.2(A), Management may, from time to time, recognize outstanding service by individual faculty members, through the payment to such faculty members of such additional, lump-sum dollar amounts as Management may, in its discretion, determine. Each time Management determines to make payments pursuant to this Section 8.2(B), it shall notify the Chapter, in advance, of the number of faculty members to whom such payments will be made at that time, the amount of payment that will be made (which

shall be uniform for all faculty members who receive awards at that time), and, after consultation with the Chair of the Academic Assembly, the criteria for selection of the faculty members who will receive such payments. A joint committee consisting of faculty members selected by the Chair of the Academic Assembly and administration selected by Management, utilizing such criteria, shall designate, by name fifty percent (50%) of the total number of faculty members who will receive such payments. If funding permits, Management may increase the number of awards without advance consultation with the Chapter.

(C) Advanced Degree.

If a faculty member, on or after the first day of the fiscal 1997 academic year and while employed by the College, is awarded an advanced degree, or a certificate or license in the discipline for which he is employed by the College, and that advanced degree would result in enhanced salary placement for a faculty member initially hired by the College in such discipline, such faculty member's salary shall be increased, effective as of the beginning of the first fiscal academic year commencing after the faculty member notifies the College of, and furnishes to the College evidence of, the award of such degree, license or certificate. The amount of such increase shall be equal to the amount that would be paid to a faculty member initially hired to commence employment during the fiscal academic year for which the increase becomes effective. No faculty member may be awarded a salary increase pursuant to this Section 8.2(C): (i) to the extent that such increase would increase the faculty member's salary to an amount in excess of the maximum salary set forth in Section 8.2(A) of this Agreement; or (ii) more than once during the term(s) of his employment by the College.

(D) Longevity.

Effective with the fiscal 2005 academic year and in subsequent years, faculty members with satisfactory performance who have been at the salary maximum for five (5) consecutive years will receive a one-time longevity step of One Thousand Six Hundred dollars ($1,600), to be added to the faculty member's base salary.

(E) Performance/Progression Committee.

A Chapter/Management committee shall be established to develop a salary progression system that (1) permits a faculty member to reach the maximum salary under defined conditions, and (2) incorporates performance factors in the progression. The committee will develop a system by July 1, 2002, for implementation in academic fiscal year 2005.

Section 8.3 - Summer Sessions.

(A) Role of Faculty.

Full-time faculty teaching during the summer sessions are expected to fulfill many of the responsibilities listed above, but in a more limited scope. In general, faculty teaching in the summer sessions may be expected to participate in professional responsibilities outside of the classroom when those responsibilities are limited, ad hoc, and time sensitive in nature (such as department based committees, or work groups).

(B) Instructional Faculty.

An instructional faculty member who is actively employed by Montgomery College during a summer session, shall be paid: (1) for the first nine (9) equivalent semester hours assigned by Management during such summer session, a rate per equivalent semester hour (as defined in Sections 5.2 and 5.3 of this Agreement), determined by dividing, by forty (40), the faculty member's salary for the fiscal academic year ending during the calendar year of the summer session, and (2) for each equivalent semester hour in excess of nine (9) assigned by Management during such summer session, a rate per equivalent semester hour in accordance with the schedule attached hereto as Appendix I.

(C) Counseling Faculty.

A counseling faculty member who is actively employed by Montgomery College during a summer session, shall be paid: (1) for the first forty-four (44) working days assigned by Management during such summer session, a daily rate, determined by dividing, by one hundred ninety-five (195), the faculty member's salary for the fiscal academic year ending during the calendar year of the summer session, and (2) for each five (5) working days or portion thereof in excess of forty-four (44) assigned by Management during such summer session, a rate equal to the salary for an equivalent semester hour in accordance with the schedule attached hereto as Appendix I.

(D) Office Hours.

During summer sessions, instructional faculty will have priority in the initial scheduling of classes. During a session in which an instructional faculty member is teaching, the faculty member will hold the following number of office hours:

- 1 office hour/per week for 3-5 hours teaching ESH
- 2 office hours/per week for 6-8 hours teaching ESH
- 3 office hours/per week for 9+ hours teaching ESH
- faculty teaching exclusively online may hold their office hours exclusively online.

Section 8.4 - Extent of Non-Academic Year Work Load.

During the period between the end of one (1) academic year and the beginning of the succeeding academic year, instructional faculty may not be assigned a workload in excess twelve (12) equivalent semester hours. Counseling faculty may not be assigned in excess of fifty-nine (59) working days.

Section 8.5 - 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 Chapter 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 Chapter 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. If Management and the Chapter are unable to reach such agreement within ten (10) calendar days, the State Commissioner of Labor and Industry, or his designee, shall participate in the negotiations as a mediator. If Management and the Chapter are unable to reach an agreement within ten (10) calendar days after the commencement of mediation, either Management or the Chapter may request fact-finding. Upon such request, Management and the Chapter shall attempt to agree to a fact finder. If Management and the Chapter are unable to agree to a fact finder they shall jointly request the American Arbitration Association to furnish a list of seven (7) qualified and impartial persons, one of whom shall be selected as the fact finder. Selection shall be made by Management and the Chapter alternately striking any name from the list, until only one name remains. The person whose name remains shall be the fact finder. The fact finder shall conduct a hearing within ten (10) calendar days of his appointment and shall issue a report containing his findings of fact and recommendations to Management and the Chapter within five (5) calendar days of the close of the hearing. If Management and the Chapter are unable to reach agreement within three (3) calendar days after receipt of the fact finder's report, either Management or the Chapter may release the report to the public.

ARTICLE 9 - INSURANCE AND RELATED BENEFITS

Section 9.1 - Group Health, Life, Disability, and Dental Plans Package.

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 staff and administrative employees of Montgomery College shall be made available to active and retired faculty members. 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. Faculty members 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.

Effective as of January 1, 1998, and continuing for each plan year thereafter, Montgomery College shall pay, toward the annual premium cost of the option and coverage (individual or family) selected by the faculty member, 75% of the actual annual premium cost for the option and coverage selected by the faculty member. The participating faculty member shall pay the remainder of the annual premium cost for the coverage and option selected.

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,

staff, and two (2) faculty members designated by the Chapter 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 affect 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 Chapter, in writing at least thirty (30) calendar days prior to their effective date, a description of such changes.

Section 9.2 - Tax Sheltered Annuities.

Montgomery College shall provide faculty members an opportunity to purchase tax sheltered annuities.

Section 9.3 - Tuition Waiver Program.

Montgomery College shall continue to provide its current tuition waiver program.

Section 9.4 - Educational Assistance Program.

(A) Payment of Tuition, Fees and Conferences.

Montgomery College shall continue in effect its Educational Assistance Program on the following schedule: the maximum benefit payable under the program in the fiscal 2016 academic year shall be equal to $2,461 per faculty member per fiscal academic year, provided that the total benefits payable shall not exceed $394,522; the maximum benefit payable under the program in the fiscal 2017 academic year shall be equal to $2,617 per faculty member per fiscal academic year, provided that the total benefits payable shall not exceed $434,522; the maximum benefit payable under the program in the fiscal 2018 academic year shall be equal to $2,783 per faculty member per fiscal academic year, provided that the total benefits payable shall not exceed $474,522. Additionally, for faculty members who undertake graduate coursework relevant to their discipline and work at the College, 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 in any fiscal academic year shall be used only for payment of tuition, fees and required instructional materials for approved courses.

(B) Reimbursement of Certain Travel Related to Professional Development.

In order to foster faculty professional development opportunities, Management 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 2016 academic year shall be equal to $1,075 per faculty member per fiscal academic year, provided that the total benefits payable shall not exceed $108,000; the maximum benefit payable under the program in the fiscal 2017 academic year shall be equal to

$1,150 per faculty member per fiscal academic year, provided that the total benefits payable shall not exceed $115,000; the maximum benefit payable under the program in the fiscal 2018 academic year shall be equal to $1,225 per faculty member per fiscal academic year, provided that the total benefits payable shall not exceed $125,000.

Section 9.5 - Faculty Development Program.

Not later than December 15 of each year, Management will make available for faculty members a list of those disciplines and/or services, assigned to faculty members as part of their regular workload, in which Management foresees the possibility of a future reduction in overall workload and a list of those disciplines and/or services, assigned to faculty members as part of their regular workload, in which Management anticipates an increase in overall workload. Faculty members employed in a discipline or service, assigned to faculty members as part of their regular workload, in which Management foresees the possibility of a future reduction in overall workload may be granted a paid reduction in their individual workload for the purpose of acquiring the minimum qualifications specified by Management for employment in a discipline or service, assigned to faculty members as part of their regular workload, in which Management anticipates an increase in overall workload. Such reduction in individual workload shall not exceed twelve (12) hours per week for counseling faculty or six (6) equivalent semester hours per semester for instructional faculty members, for a maximum of four (4) semesters. Montgomery College shall reimburse faculty members granted such reduced workload for the cost of tuition and related fees necessary to achieve such minimum qualifications up to the amount that is charged by the University of Maryland for resident students, as well as for required books not to exceed fifty dollars ($50) per course. An application for reduced workload under this Section 9.5, which shall include a statement of the courses to be pursued, shall be submitted, in writing, to the Senior Vice President for Academic and Student Services or designee, not later than one hundred twenty (120) days prior to the beginning of the academic period in which the course(s) is to be offered. A faculty member granted a reduced workload under this Section 9.5 shall fulfill the requirements necessary to meet minimum qualifications not later than twenty-four (24) months after such reduced workload commences and shall thereafter continue in the employ of Montgomery College for the next succeeding four (4) full academic semesters, unless otherwise notified by Montgomery College. A faculty member granted such a reduced workload who fails to obtain the minimum qualifications or does not continue in the employ of Montgomery College for the requisite four (4) full academic semesters may be required to reimburse Montgomery College for all monies paid under this Section 9.5 to the faculty member, or on the faculty member's behalf.

Section 9.6 - Voluntary Early Retirement Programs.

Management may develop and implement voluntary early retirement programs after notice to and consultation with the Chapter.

Section 9.7 - Retiree Health Benefits.

Faculty members hired by Management prior to July 1, 2011, and employed by the Management when they become eligible to retire, shall be entitled to elect to participate in

retiree health care plans to be maintained by Management. For each such faculty member who, at retirement, has at least five (5) and fewer than ten (10) years of service to Montgomery College, Management shall contribute forty (40%) percent of the required premium for such retiree health insurance. For each faculty member who, at retirement, has ten (10) years or more of service to Montgomery College, Management shall contribute sixty (60%) percent of the required premium for such retiree health insurance. Faculty members hired by Management on and after July 1, 2011, and employed by the Management when they become eligible to retire, shall be entitled to elect to participate in retiree health care plans to be maintained by Management, provided that the faculty member has reached age fifty-five (55) and has at least fifteen (15) years of service to Montgomery College. For each such faculty member who has reached age fifty-five (55) and has between fifteen (15) and nineteen (19) years of service to Montgomery College, Management shall contribute forty (40%) percent of the required premium for such retiree health insurance. For each faculty member who has reached age fifty-five (55) and has twenty (20) years or more of service to Montgomery College, Management shall contribute sixty (60%) percent of the required premium for such retiree health insurance. Once an eligible faculty member elects to participate in such retiree health care plan, no new or additional dependents may be added subsequent to the faulty member's retirement.

Section 9.8 - Transportation – Parking.

Management and the Chapter have agreed that faculty members may be required to pay a fee for on-campus parking. If Management contemplates any changes in the amount of the parking fee, Management will establish a Joint Committee consisting of equal representation among the administration, non-bargaining staff, and the faculty to review any such proposed changes and make recommendations with respect to such proposed change. If an increase is recommended by the Joint Committee, up to a maximum increase in the parking fee of $15.00 per year, not to exceed an increase of $30.00 over any three (3)-year period, it will be accepted by the Chapter without further need for negotiation. Any proposed or recommended increase in the parking fee beyond those set forth in the preceding sentence shall be subject to negotiation between the Chapter and Management with subsequent ratification of any tentative agreement by both parties. Faculty who work at only off-campus sites where only public parking is available are required only to pay the established parking fee for that academic year if they park on a campus (i.e., use other-than public lots).

ARTICLE 10 - NO STRIKE/NO LOCKOUT

Section 10.1 - No Strikes.

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

Section 10.2 - Enforcement of No Strike Pledge.

In the event of a strike in violation of Section 10.1 of this Article, Management may immediately pursue, in any court of competent jurisdiction, whatever remedies are available to it. In addition, any faculty member engaging in activity in violation of Section 10.1 of this Article shall be subject to discharge.

Section 10.3 - No Lockouts.

Management shall not lock out faculty members.

ARTICLE 11 - SCOPE OF AGREEMENT

Section 11.1 - Duration.

(A) Effective Dates.

This Agreement shall become effective on August 24, 2015, and shall continue in full force and effect through midnight of the day prior to the first day of fiscal 2025 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, 2023, or September 1 of any succeeding year.

(B) Reopeners.

Notwithstanding the provisions of Section 11.1(A) of this Agreement, either Management or the Chapter may reopen this Agreement for the purpose of negotiating changes in the salary levels specified in Section 8.2(A) and Appendix I of this Agreement, the EAP levels specified in Section 9.4 of this Agreement, and other mutually agreed to terms, for the fiscal 2019, 2020 and 2021 academic years, and for fiscal 2022, 2023 and 2024 academic years in the following manner: written notice of an intent to reopen this Agreement for the first three year reopener must be served on the other party not later than September 1, 2017, and for the second three year reopener not later than September 1, 2020.

Section 11.2 - 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 shall continue in effect only to the extent permitted by such law. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

Section 11.3 - Scope of Agreement.

Management and the Chapter acknowledge and agree that during the negotiations which resulted in this 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 Chapter after the exercise of that right and opportunity are set forth in this Agreement. This Agreement expressly supersedes any practices or understandings previously established; any policies, procedures, and regulations previously issued; and any agreements, including individual contracts, previously executed. This Agreement, thus, contains the entire understanding, undertaking, and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term. Changes in this Agreement, whether by addition, waivers, deletions, amendments or modification, must be mutually agreed upon in writing and signed by both parties.

MONTGOMERY COLLEGE CHAPTER AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

Harry Zarin
President

3/23/15
Date

MONTGOMERY COMMUNITY COLLEGE

Reginald Felton
Chair, Board of Trustees

3/23/2015
Date

APPENDIX I

OVERLOAD PAY

Effective the first day of the following fiscal academic years, the Overload Pay Rates are:

Consecutive years of Service	Salary per ESH
Fiscal 2016 Academic Year	
Less than 6 years	$1,306
6 years or more	$1,444
Fiscal 2017 Academic Year	
Less than 6 years	$1,389
6 years or more	$1,535
Fiscal 2018 Academic Year	
Less than 6 years	$1,477
6 years or more	$1,633