

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

MEMORANDUM OF AGREEMENT

February 7, 2020

After negotiating in good faith, the parties agree to the following adjustments to the Agreement between Management and the Chapter for the fiscal 2021 academic year. These changes will take effect when they are ratified by a vote of Chapter members and by the Montgomery College Board of Trustees.

Sections 5.5, 6.9(A), 8.2(A), 9.4 and Appendix I of the Agreement are revised as follows:

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that requested, in his/her sole discretion, without recourse by the faculty member, at which time the request may be withdrawn by the faculty member.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. 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 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 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 the faculty member was first unable to work on account of such disability. At the faculty member’s discretion and with approval of the faculty member’s immediate supervisor, a faculty member may request the use of an additional ten (10) days of advanced leave under Section 6.1 of this Article between the exhaustion of all accrued leave and the commencement of disability leave under this Section 6.9. The faculty member’s request must be made and approved prior to the commencement of disability leave and is a non-revocable decision for that period of 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%

Section 8.2 – Academic Year Salaries.

(A) General.

Fiscal Academic Year 2021: Effective the first day of the academic year, the following wage adjustments shall be made, except that no faculty member’s total adjustment under this Section 8.5(A) shall exceed the maximum of the fiscal 2021 academic year salary range:

- There shall be a two and three tenths percent (2.3%) general wage adjustment for faculty members who have been in the bargaining unit for at least one semester as of the beginning of the fiscal 2021 academic year. The salary range for the fiscal 2021 academic year shall be \$62,319.00 to \$116,847.00.
- There shall be an increment of \$650.00 added to the salary of any faculty member who is not at the top of the fiscal 2020 academic year salary range.
- There shall be a one-time adjustment of \$250.00 made to the salary of any faculty member hired by Management before August 1, 2012, and who is not at the top of the fiscal 2020 academic year salary range.

Section 9.4 – Educational Assistance Program.

(A) Payment of Tuition, Fees, and Conferences.

For fiscal 2021 academic year, the total benefits payable shall not exceed \$481,522.00 and the maximum individual payable is \$3,120.00.

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

For fiscal 2021 academic year, the total benefits payable shall not exceed \$193,850.00, and the maximum individual benefit payable is \$1,375.00.

Appendix I - Overload Pay:

Overload Pay Rates for the fiscal 2021 academic year will be:

- Less than 6 years: \$1,567.00
- 6 years or more: \$1,733.00

For the Chapter:

Harry N. Zarin

Harry N. Zarin, Chapter President

Date: 2/28/2020

For the College:

Donna Schena

Date: March 2, 2020