

Agreement between
the
Board of Trustees
of
Montgomery Community College
and
Montgomery College Chapter
American Association of University Professors

Fiscal 2025 Academic Year
through
Fiscal 2027 Academic Year

ARTICLE 1 - 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 (ESH) 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 16-701(F), (O)(3) and (S) 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 Engagement and Labor Relations 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 **their** 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 the employment of a person under subsections (A) or (C) of this Section 1.4.

(A) A person employed by Montgomery College (1) to replace a faculty member who is on leave pursuant to Article 6 of this Agreement; (2) 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; (3) to replace a faculty member who has departed from the College; or (4) to replace a faculty member who is otherwise unable to teach a course or courses that the faculty member was expected to teach and that, in Management's discretion, necessitates the employment of a temporary employee to provide twelve (12) or more ESH in a semester.

(B) Management will provide notice to the Chapter of the names of persons employed under Section 1.4(A) and, if applicable, the names of the faculty members being replaced. A temporary employee under Section 1.4(A) will not be employed in the same temporary position for more than two (2) consecutive semesters, unless otherwise agreed to by Management and the Chapter as in the best interests of the College.

(C) 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) **working** 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 Engagement and Labor Relations**. The immediate supervisor shall schedule a meeting with the faculty member to be held within ten (10) **working** days after **receipt** of the written grievance. The immediate supervisor shall submit a written answer to the aggrieved faculty member within ten (10) **working** 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) **working** days after receipt of the Step 1 answer, may submit a written appeal of the Step 1 answer to the **Academic Vice President and Provost or** designee, with a copy to the **Director of Employee Engagement and Labor Relations**. The **Academic Vice President and Provost or** designee shall schedule a meeting with the aggrieved faculty member to be held not later than fourteen (14) **working** days after receipt of the Step 2 appeal. The **Academic Vice President and Provost or** designee shall submit a written answer to the aggrieved faculty member within fourteen (14) **working** 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) **working** 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 **Affairs** (if counseling faculty) or designee, with a copy to the **Director of Employee Engagement and Labor Relations**. The Senior Vice President or designee shall schedule a meeting with the aggrieved faculty member to be held not later than fourteen (14) **working** 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 mediation. 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. **By mutual agreement between Management, the Chapter and the aggrieved faculty members, multiple grievances involving the same set of underlying facts may be combined as one grievance for purposes of this Section 3.1.**

(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 **Section 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 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 **designated** 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) **working** days after receipt of the Step 3 answer (or conclusion of the mediation if one is held), may **move** a grievance that has been properly processed through the procedure set forth in Section 3.1 of this Article **3** 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 Engagement and Labor Relations** 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 _____, _____ and _____ as members of said panel. **If one such arbitrator is no longer able to serve**, 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 **they are** 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 **their** 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 phrase “working 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 or a rolling term appointment.

Section 4.2 - Term Appointments.

(A) Duration of Term Appointments.

(1) Appointment at 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.

(2) Appointment after the Beginning of an Academic Year.

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.

(1) Definition of “Management.”

In this Section 4.2(C), the term “Management” shall mean the Chief Human Resources Officer, or designee.

(2) One Academic Year Appointment.

A faculty member appointed for a term of one (1) academic year shall be evaluated by Management during the academic year such appointment expires. Not later than March 1 of that academic year, Management shall provide to the faculty member written notice of reappointment or non-reappointment.

(3) Three Academic Year Appointment.

A faculty member appointed for a term of three (3) academic years shall be evaluated by Management in the year prior to the commencement of the academic year in which such appointment expires. Not later than December 15 of the academic year in which such appointment expires, Management shall provide the faculty member written notice of reappointment or non-reappointment.

(4) Management Failure to Give Notice.

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.

(5) Faculty Member's Failure to Timely Provide Evaluation Materials.

Notwithstanding Section 4.2(C)(4) of this Article 4, if after a faculty member is notified of the evaluation process, Management's inability to provide notice of reappointment or non-reappointment by the dates specified in this Section 4.2(C) is due to the inaction of the faculty member in timely completing their evaluation, that inaction will be a sufficient basis for notice of non-reappointment after the dates provided in Section 4.2(C).

Section 4.3 – Eight Year Rolling Term Appointments.

(A) Commencement of the Rolling Term.

After completing term appointments pursuant to Section 4.2 of this Article 4, faculty members shall be eligible for employment pursuant to a rolling term appointment of eight (8) academic years.

(B) Definition of "Management."

In this Section 4.3, the term "Management" shall mean the Chief Human Resources Officer, or designee.

(C) Evaluation During the Rolling Term.

Two academic years before the scheduled end of the rolling term, the faculty member shall be evaluated by Management. By April 15 of that academic year, the faculty member will receive written notice of extension of the faculty member's appointment for an additional six (6) academic years, or of the need for professional improvement.

If the faculty member receives written notice of the need for professional improvement, the faculty member shall be evaluated by Management during the next academic year. **By April 15 of that academic year, the faculty member will receive written notice of extension of the faculty member's appointment for an additional six (6) academic years, or of the continued need for professional improvement.**

If the faculty member receives written notice of the need for professional improvement in the year prior to the expiration of the rolling term, the faculty member shall be evaluated by Management during the year in which the faculty member's rolling term is scheduled to end. By May 1 of **that** academic year, the faculty member will receive written notice of extension of the faculty member's appointment for an additional six (6) academic years or notice 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 **Affairs** (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 or of non-reappointment by the dates specified in this Section 4.3(C), the faculty member's appointment shall be extended for an additional six (6) academic years.

(D) Evaluations Out of Sequence.

Nothing in this Section 4.3 precludes Management from conducting additional evaluations of faculty at the Dean's discretion, or to take other action intended to improve a faculty member's performance, including discipline taken pursuant to Section 4.4 of this Article 4.

(E) Faculty Member's Failure to Timely Provide Evaluation Materials.

Notwithstanding Section 4.3(C) of this Article 4, if after a faculty member is notified of the evaluation process, Management's inability to provide notice of reappointment or non-reappointment by the dates specified in Section 4.3(C) is due to the inaction of the faculty member in timely completing their evaluation, that inaction will be a sufficient basis for notice of non-reappointment after the dates provided in Section 4.3(C).

Section 4.4 - Discipline and Discharge.

(A) Scope.

The general purpose of disciplinary action is to correct improper performance or behavior, to provide clear notification when improvement is needed, and to hold faculty

accountable for their impact on the workplace. Faculty whose behavior, actions, or inactions are unacceptable are subject to disciplinary action. The degree of discipline shall depend on the gravity of the offense and the circumstances under which it occurred.

Disciplinary action should be timely and progressive to include a verbal reprimand, written reprimand, suspension, and dismissal. Disciplinary action normally should be preceded by an informal discussion between the affected faculty member and the appropriate dean/supervisor in an attempt to resolve the matter. There are times, however, when factors may make it impractical in individual cases to give prior warnings. For example, behavior or acts may be so egregious in nature that a first occasion violation is a cause for a recommendation for the employee's discharge.

(B) Types of Discipline.

(1) 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.

(2) 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, and to the **Director of Employee Engagement and Labor Relations**. The faculty member may, within **ten** (10) working days from receipt, provide a written response and request a review by filing a grievance pursuant to Section 3.1 at Step 2.

(3) 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 **Affairs** (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 Engagement and Labor Relations**. The proposed letter of suspension must be accompanied by appropriate supporting documentation with copies to the faculty member, and the **Director of Employee Engagement and Labor Relations**. The faculty member may, within **ten** (10) working 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.

(4) 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 Affairs (for counseling faculty). The discharge recommendation is made to the Director of Employee Engagement and Labor Relations, 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 4.4(B)(4) does not apply to faculty members who are laid off, to faculty members whose employment is terminated pursuant to Section 4.2 or 4.3 of this Article, or to any other termination of employment.

(C) Chapter Participation.

A faculty member may request that a Chapter representative be present at an investigatory meeting and/or a meeting where discipline is to be administered and the request shall not be denied unless honoring the request would cause undue delay in the administration of the discipline. If a faculty member requests a Chapter representative's participation, any written disciplinary actions provided to the faculty member under Section 4.4(B)(2), (3) or (4) of this Section 4.4 will also be provided to the Chapter representative, unless the faculty member requests in writing to the Director of Employee Engagement and Labor Relations prior to the meeting that Management not do so.

Section 4.5 - 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 the President's 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 their layoff.

(C) Order of Layoff.

For the purposes of this section, faculty members employed pursuant to rolling term appointments shall be referred to as Group I; and faculty members employed pursuant to term appointments shall be referred to as Group II. Faculty members shall not be laid off if

Montgomery College can provide the courses and services Management determines are to be offered by retaining faculty members and laying off part-time personnel. Within Groups I and II 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 – WORKLOAD

Section 5.1 - The Role of Full-Time Faculty.

Faculty are professionals in the full sense of the word, and their duties 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 role of full-time faculty involves three (3) areas: Standard Full-time Faculty Duties, Professional Development, and Service Activities. All of these duties as performed by instructional or counseling faculty are considered vital to student and institutional success and to a faculty member's position. Professional Development and Service Activities duties are part of the requirements for base-salary. They may, in Management's discretion, be associated with alternate ESH depending on the perceived scope, need, or time required for the activity.

(A) Standard Full-Time Faculty Duties.

(1) Instructional Faculty.

Faculty create, deliver, and assess course content. Additional associated instructional duties include routinely developing new curricula and courses, updating course content, developing and maintaining course materials on an online learning management platform, and implementing current strategies for student success when these duties are related to the particular courses an instructor teaches. Instructional faculty also engage in periodic performance reviews and offer limited course and general advising to students.

(2) Counseling Faculty.

Faculty counselors provide developmentally appropriate educational, career, social, and personal counseling to a diverse student population. They provide academic advising, educational planning, transfer advising, and career assessment and planning. They also teach student development courses, provide crisis intervention, and collaborate with the College community to promote the holistic development of the students served. Counseling faculty develop and maintain course materials on an online learning management platform and engage in periodic performance reviews.

(B) Professional Development.

Maintaining currency and relevance in academia and industry requires appropriate and deliberate 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 maintain a record of 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.

(1) Non-ESH-Related Professional Development.

Full-time faculty are expected to engage in professional development activities. Professional development activities include but are not limited to required trainings; professional licensure; attendance and/or presentation as part of College, local, and national society conferences; discipline-related webinars and/or readings; and pedagogical training.

(2) ESH-related Professional Development.

With the prior approval of Management, specific professional development activities may be eligible for alternate ESH. Such activities include grant projects from external agencies (*e.g.*, National Endowment for the Humanities (NEH) and National Science Foundation (NSF)) or internal sources (*e.g.*, innovation grant; sabbatical; or special fellowships (*e.g.*, Scholarship in Teaching Excellence, Smithsonian Faculty Fellowship, or Global Humanities Fellowship)).

(C) Service Activities.

Service Activities are not included in standard teaching/counseling duties or professional development and advance the mission of the College. This definition includes advancing College initiatives, supporting its mission, improving the overall College experience, influencing or impacting the College and/or student performance, elevating the institution, and implementing innovation or high-quality work on behalf of the College. Service involves rotational and non-rotational activities, for which alternate ESH may or may not be provided in Management's discretion. **When possible, the nature of the service activities will be agreed to between faculty and their supervisor.**

(D) Summer Sessions.

Full-time faculty teaching during the summer sessions are expected to fulfill many of the responsibilities set forth in this Section 5.1, 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).

Section 5.2 – Workload.

(A) Instructional Faculty.

(1) Standard Workload.

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 Overload Pay schedule attached 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 Overload Pay schedule attached as Appendix I.

(2) Minimum Office Hours for Instructional Faculty.

During an academic year, all instructional faculty shall post and maintain a minimum of five (5) office hours per week. Office hours, and subsequent changes to office hours, must be approved by Management.

During the summer terms, with the approval of Management, instructional faculty shall post and maintain one (1) office hour per week for each course taught.

Instructional faculty members with in-person classes will hold one (1) on-campus office hour per week for each on-campus course taught. If a faculty member teaches more than three (3) on-campus courses, no more than three (3) on-campus office hours shall be required per week.

Instructional faculty may hold the additional two (2) or more office hours in person or remotely using a synchronous videoconferencing platform (such as Zoom or Blackboard Collaborate) supported by the College, provided that the student meeting falls within the scheduled office hours.

Instructional faculty with a complete structured remote/distance learning teaching schedule may hold all their office hours remotely.

Instructional faculty will meet students on the faculty member's primary campus if students request such a meeting, provided that the meetings fall within scheduled on-campus office hours.

Instructional faculty shall communicate the chosen modality or modalities of regularly scheduled office hours to their students, department chair, and instructional dean. If an instructional faculty member makes a permanent change to any aspect of their office hours, they must communicate the change(s) to students, department chair, and instructional dean at least seven (7) calendar days before the change takes effect.

For purposes of this Section 5.2(A)(2) only, "course" refers to each gradable section taught as designated by a Course Record Number (CRN). If a faculty member is teaching

multiple on-campus gradable sections of the same course, they are responsible for one on-campus office hour per week for each gradable section to the limits defined above.

Supplemental sections associated with the primary course, defined here by examples such as discussions, laboratories, support sections and other non-gradable components designated by a CRN and necessary to complete a graded section, do not require additional office hours.

(B) Counseling Faculty.

(1) Standard Workload.

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 Pay as specified in Appendix I 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 or lesser number of equivalent semester hours than that determined pursuant to paragraphs (1) and (2) of this subsection, consistent with the independent study formula. If Management determines to assign a greater or lesser 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, and 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. **A faculty member may request from the ESH grantor an explanation of how the calculation of allotted equivalent semester hours was made.**

(C) Nursing Clinical Equivalent Semester Hours.

The number of equivalent semester hours for 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 Affairs (in instructional faculty) or designee, or the Senior Vice President for Student Affairs (if counseling faculty) or designee** 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 Workload.

A faculty member who has been employed for a minimum of one (1) academic year may submit to the **Senior Vice President for Academic Affairs (in instructional faculty) or designee, or the Senior Vice President for Student Affairs (if 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 **Senior Vice President for Academic Affairs (in instructional faculty) or designee, or the Senior Vice President for Student Affairs (if counseling faculty) 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 office hours in accordance with Section 5.2(A)(2) above, 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 **Senior Vice President for Academic Affairs 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 Affairs 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 accumulate leave to which the faculty member is entitled pursuant to Section 6.2 of this Agreement at the rate specified in Section 6.2 multiplied by the reduced workload percentage; and may be granted leave pursuant to Section 6.6 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.

ARTICLE 6 – ABSENCE FROM WORK

Section 6.1 – Scope.

There are two types of absences: “time off” and “leave.” Time off applies to all short term absences; leave applies to long term absences. Faculty members are required to report, for each pay period, in Management’s Human Resources/Payroll system (Workday), days of time off or leave taken.

Section 6.2 - Payment and **Time Off** for Sickness or Disability.

(A) Purpose and Use of **Sick Time Off**.

(1) Personal Illness or Disability.

A faculty member unable to work on account of sickness or accident disability shall be entitled to **time off** with pay in accord with the provisions of this Article. During the period of such **time off**, 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 **time off** 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 **time off** under this subsection (A) for any day outside the academic year, nor, except as provided in Section 6.10(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 **Sick Time Off**.

A faculty member shall accrue **time off** 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 **time off** 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 6.7 of this Agreement; and (ii) no **time off** 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 **time off or leave**, paid or unpaid.

(C) Accumulation of Time Off for Sickness.

A faculty member's unused **time off for sickness** 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 **time off** 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 **time off**, shall be paid at the time of termination for twenty-five percent (25%) of the unused sick **time off** accumulated by such faculty member as of May 21, 1982, or the date of termination, whichever is less.

(D) Crediting Sick Time Off.

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 **time off** balance under this Section 6.2 shall be credited with the number of days of **time off** 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 **time off** 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 **time off** used may be deducted by Management from the faculty member's final pay.

(E) Non-Academic Year Sick Time Off.

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 **time off** under this Section 6.1 to be used and paid for in accordance with subsection (A) of this Section 6.2; provided that a faculty member may not use **time off** between the close of one academic year and the commencement of the next academic year in excess of the amount of such **time off** with which the faculty member is credited pursuant to this subsection (E), except that if, between the close of one (1) academic year and the commencement of the next academic year, a faculty member uses all **time off** credited pursuant to this subsection (E), the faculty member may use not more than three (3) days of **time off** previously accumulated pursuant to subsections (B) of this Section 6.1. For instructional faculty, **time off** 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, **time off** 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 **time off for sickness** credited under this subsection (E) will be accumulated and carried forward into the **next** academic year.

(F) Notice of Use of Sick Time Off.

A faculty member will notify or cause to be notified **their supervisor or** the person

designated by **their supervisor** of an absence chargeable to **time off** under this Section 6.2 prior to the time the faculty member is to report for the assigned duty for which the faculty member intends to use **time off** under this Section 6.2. If it is impossible to give such notice prior to reporting, such notice shall be given as soon as possible.

Section 6.3 – Civic/Court Attendance Time Off.

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 **time off** with pay for the time required to comply with such subpoena or order.

Application for **time off** under this Section 6.3 shall be submitted in writing to **their supervisor or designee** as soon as the faculty member is served with a subpoena or order to report for jury duty.

Section 6.4 - Bereavement Time Off.

A faculty member shall be entitled to **time off** with pay for a maximum of **five (5)** days in the case of death in the immediate family; namely, spouse, child, sibling, parent, current parent-in-law, grandchild, or grandparent, provided such **time off** 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 **time off**, not to exceed **five (5)** days, may be taken and deducted from the faculty member's accumulated **time off** under subsection (C) of Section 6.2.

Section 6.5 - Professional Meeting Time Off.

A faculty member may be granted **time off** with or without pay for the purpose of attending off-campus professional meetings. This **time off** may be granted during summer duty days. If any such **time off** 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 **time off** shall be submitted in writing to **their supervisor or designee** at least ten (10) calendar days prior to the use of such **time off**.

Section 6.6 - Personal Time Off.

A faculty member unable to work because of the observance of major religious holidays, or emergency or special personal obligations, may be granted **time off** with pay up to a maximum of three (3) days per academic year. One (1) day of unused personal **time off** may be carried to the subsequent summer session only. **Request** for such leave must be submitted to the **faculty member's supervisor or designee** at least ten (10) days prior to the intended use of such leave, unless such **time off** is used for an emergency which does not permit ten (10) days' notice. Such **request** 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 6.6 shall be construed as prohibiting the grants of additional **time off**, with or without pay, as Management deems appropriate.

Section 6.7 - 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 Affairs (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 6.8 - 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 6.9 – 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 **their supervisor or designee** 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 6.10 - 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 **time off** shall be entitled to leave, commencing on the first day after the exhaustion of **time off** available under Section 6.2 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 **time off** under Section 6.2 of this Article between the exhaustion of all accrued **time off** and the commencement of disability **time off** under this Section 6.10. The faculty member's request must be made and approved prior to the commencement of disability **time off** and is a non-revocable decision for that period of disability. A faculty member shall be remunerated for the period of **time off** provided under this Section 6.10(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 **time off** commencing on the first day **they are** unable to work on account of such disability and continuing to the first anniversary of such date. A faculty member eligible for **time off** under Section 6.10(B)(1) shall be remunerated for the period of such **time off** 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 **time off**, commencing on the first day **they are** unable to work on account of such disability and continuing to the first anniversary of such date. A faculty member eligible for **time off** under this Section 6.10(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 **they are** unable to work on account of the disability, a faculty member entitled to **time off** under Section 6.10(B)(2)(a) may elect, in lieu of **time off** under Section 6.10(B)(2)(a), to use **time off** accrued under, and be compensated in accordance with the provisions of, Section 6.1 of this Agreement. If a faculty member elects to use **time off** as provided in this Section 6.10(B)(2)(b), such **time off** 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 **time off** accrued under Section 6.2 is exhausted, whichever occurs earlier. If a faculty member's accrued **time off** under Section 6.2 is exhausted before **they are** able to return to work, **they** shall immediately be entitled to commence **time off** under Section 6.10(B)(2)(a), which shall continue to the first anniversary of the date **they were** first unable to work on account of such disability.

(C) Exclusions.

Notwithstanding the foregoing, disability benefits under this Section 6.10 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. **Time off** 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 **time off** 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 6.10(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 **time off** available under this Section 6.10, 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) Time Off and Continuous Service Credit.

A faculty member shall not accrue sick **time off** during the period the faculty member is receiving disability benefits nor shall the period of time the faculty member is on disability **time off** 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 Engagement and Labor Relations**. 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 Engagement and Labor Relations** 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 Engagement and Labor Relations** may appeal to the Senior Vice President for Academic Affairs (in instructional faculty) or designee, or the Senior Vice President for Student **Affairs** (if counseling faculty) or designee.

ARTICLE 7 – CHAPTER RIGHTS

Section 7.1 – Scope.

Article 7 provides for the Chapter's rights as negotiated between and agreed to by Management and the Chapter. If the Chapter alleges a violation of a right provided to the Chapter in a Section of this Article 7 that cannot be resolved through informal discussion, it may be grieved by the Chapter President beginning at Step 3 of Section 3.1(B) of Article 3 of this Agreement within ten (10) working days of the event giving rise to the alleged violation, unless a different time period is agreed to by the parties.

Section 7.2 - 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 7.2. Reduced workload, pursuant to this provision, may be used by the Chapter during the summer months.

Section 7.3 - Deduction of Dues/Service Fee.

(A) Payroll Deduction Authorization.

Upon receipt of a dues deduction authorization in the form set forth in Section 7.3(B) of this Agreement, voluntarily executed by the faculty member and submitted to the Director of Employee and Labor Relations, 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 of the Chapter and remit such dues to the Treasurer of the Chapter. The Chapter Treasurer shall give written notice to the Director of Employee and Labor Relations of the amount of annual dues payable by each faculty member who voluntarily executes a dues authorization form. Payroll deduction of dues can be canceled by a faculty member's individual written notice to the Chapter Treasurer. The Chapter will notify Management of any canceled memberships and provide the faculty members' original notices of resignation to the Director of Employee and Labor Relations within ten (10) working days of receiving the faculty member's notice of cancellation of membership.

(B) Form of Dues Deduction Authorization.

Management shall honor only those dues deduction authorizations which are submitted

in the following form:

Authorization for Dues 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 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 and Labor Relations of Montgomery College and the Chapter.

Name _____
Montgomery College ID # _____
Signature _____
Date _____

(C) Indemnification.

The Chapter shall indemnify and save Montgomery College, its Board of Trustees, agents, personnel and students, 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 7.3, and the Chapter assumes full responsibility for the disposition of monies deducted under this Section 7.3 as soon as they have been remitted by Management to the Chapter.

Section 7.4 - 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 7.5 - Bulletin Boards.

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

Section 7.6 - 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 7.7 - 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 7.8 - 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 (5) representatives from the Chapter and up to five (5) 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 (8) 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 2025 Academic Year.

(A) General

Effective the first day of the academic year, the salary of any faculty member who has been in the bargaining unit for at least one semester as of the beginning of the fiscal 2025 academic year shall be increased by five and three-tenths percent (5.3%), except that no faculty member’s fiscal 2025 academic year salary under this Section 8.2(A) shall exceed \$127,432.00 or be less than \$62,319.00.

(B) Outstanding Service Awards. [consistent with current practice]

In addition to the salaries provided in Section 8.2(A), Management may recognize outstanding service by individual faculty members through its annual employee recognition program with payment to such faculty members of such additional, lump-sum dollar amounts as Management may, in its discretion, determine depending on funding. Candidates for faculty awards shall be nominated through an open process. Nominations shall be evaluated by a joint committee consisting of eight members – five faculty members (including at least one counseling faculty) selected by the Faculty Council, plus two administrators and a faculty committee chair appointed by the president. Finalists for the awards are recommended by the joint committee to the Senior Vice President for Academic Affairs and the Senior Vice President for Student Affairs for final approval.

(C) Advanced Degree.

If a faculty member, 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) Compensation Structure Committee.

A Chapter/Management committee shall be established during 2024 to develop a revised compensation structure system, with the intent of moving to the new compensation system in the Fiscal 2026 Academic Year.

Section 8.3 - Summer Sessions.

(A) 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.

(B) 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.

Section 8.4 - Extent of Non-Academic Year Workload.

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 of 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.

Montgomery College shall pay, toward the annual premium cost of the option and coverage (individual or family) selected by the faculty member, **seventy-five percent** (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. The maximum benefit payable under the program in the **fiscal 2025 academic year** shall be equal to \$3,120.00 per faculty member per fiscal academic year, provided that the total benefits payable shall not exceed \$453,522.00. Additionally, for faculty members who undertake certification, undergraduate or 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 the level of coursework up to a maximum of twelve (12) 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. The maximum benefit payable under the program in the **fiscal 2025 academic year** shall be equal to \$1,800.00 per faculty member per fiscal academic year, provided that the total benefits payable shall not exceed \$221,850.00.

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 Affairs 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 percent (40%) 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 percent (60%) 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 percent (40%) 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 percent (60%) 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 faculty 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 __, 2024**, and shall continue in full force and effect through midnight of the day prior to the first day of **fiscal 2028 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, 2026, 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 2026 academic year by written notice of an intent to reopen this Agreement not later than September 1, 2024.

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 2027 academic year by written notice of an intent to reopen this Agreement not later than September 1, 2025.

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

MONTGOMERY COMMUNITY
COLLEGE

President

Chair, Board of Trustees

Date

Date

APPENDIX I
OVERLOAD PAY

Effective the first day of the **fiscal 2025 academic year**
the Overload Pay Rates are:

<u>Consecutive years of Service</u>	<u>Salary per ESH</u>
Less than 6 years	\$1,567
6 years or more	\$1,733