

AGREEMENT

BETWEEN

MONTGOMERY COMMUNITY COLLEGE

and

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 500, CtW

from

July 1, 2020

through

June 30, 2023

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AGREEMENT

PREAMBLE

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN The Board of Trustees of Montgomery Community College (the “Board”) and the Service Employees International Union, Local 500, CtW (the “Union”).

ARTICLE 1 - RECOGNITION OF UNION

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 Union as the exclusive representative of the employees defined in Section 1.3(A) of this Article, for the purpose of collective bargaining.

Section 1.3 - Employee Defined.

(A) Employees in the Bargaining Unit.

Whenever used in this Agreement, the term “employee” shall mean part-time faculty who have taught at least nine equivalent semester hours (“ESH”) of credit courses over two academic years, but excluding all other part-time faculty; all full-time faculty positions in the bargaining unit represented by AAUP; all positions in the bargaining unit represented by AFSCME Local 2380; supervisory and confidential employees as defined in Section 16-412(a)(6) and (17) of the Education Article of the Annotated Code of Maryland (the “Act”); and student assistants and employees involved directly in the determination of policy as specified in Section 16-412(a)(14) of the Act.

For purposes of this Section 1.3(A), an employee becomes a member of the bargaining unit at the beginning of the first semester after which the employee successfully completed nine (9) ESH of credit courses during the two academic years.

(B) Bargaining Unit Information.

Not later than August 1 and March 1 of each year, Management shall provide to the Union a list of the part-time faculty members who meet the definition of employee under Subsection (A) of this Section 1.3. The list shall include each employee’s name, I.D. number, date first employed, rank, ESH earned in the immediately preceding two academic years and College email address.

Not later than October 1 and March 1 of each year, Management shall provide to the Union a list of the assignments of employees for the Fall and Spring Semesters, respectively. This list shall include each employee's assignment(s), departments, campus locations, days and times of each course taught, Course Reference Number (CRN) and ESH.

ARTICLE 2 - MANAGEMENT FUNCTIONS

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 effect the mission of Montgomery College; to evaluate applicants and select individuals for employment; to evaluate employees for purposes of salary increases, retirement, classification, promotion, demotion, transfer, layoffs and recall; to discipline and discharge employees for just cause; to grant salary increases and to retire, classify, promote, demote, transfer, lay off and recall employees; to recognize employees for outstanding service and special contributions to Montgomery College; 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 work days for employees, and the commencement and ending of each work day; to expand, reduce, alter, combine, transfer, or terminate any position(s), department(s), program(s), or service(s); 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 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 programs to be offered by Montgomery College; to determine program content; to assign work; to determine qualifications of employees; to grant regular status to probationary employees; 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, organize, control, and direct Montgomery College, its operations and personnel. Management, in not exercising any function hereby reserved to it in this Article 2, or in exercising any such function in a particular way, shall not be deemed to have waived its right to exercise such function or preclude Management from exercising the same in some other way.

ARTICLE 3 - NON-DISCRIMINATION

Management and the Union shall comply with the provisions of all applicable laws forbidding discrimination against or in favor of any employee on account of race, color, creed, national origin, disability, religion, sex, sexual orientation, age, gender identity, marital status, veteran status, or union membership. Notwithstanding any other provision of this agreement, Management shall have the right to take all actions necessary to comply with disability law, including but not limited to the authority to take actions deemed by the Management to be

necessary to effect reasonable accommodations. Where enforcement mechanisms exist under Federal, State or local laws, alleged violations of this Article 3 shall not be subject to the Grievance Procedure of Article 4, but shall be handled in accordance with the procedures of the College.

ARTICLE 4 - GRIEVANCE PROCEDURE

Section 4.1 - Standard Procedure.

(A) Definition of Grievance.

A “grievance” is an allegation by an employee and/or the Union that Management has violated an express provision of this Agreement and that such employee has been personally aggrieved thereby.

(B) Procedures.

An employee shall first make an effort to resolve a grievance informally. If a grievance cannot be resolved through informal discussion with an immediate supervisor, department chairperson, or Dean, it shall be processed as follows, except that a grievance based upon a recommendation for discharge shall be handled pursuant to Section 4.1(D) below.

Step 1.

Within ten (10) days of the event giving rise to the grievance or after the employee reasonably should have known of the event giving rise to the grievance, the aggrieved employee (or the Union with the employee’s express permission) may submit a written grievance to the Dean or administrative designee in the employee’s chain of command, with a copy to the Director of the Office of Employee & Labor Relations or designee and the Union. This Dean or administrative designee shall schedule a meeting with the employee to be held within ten (10) days of receipt of the written grievance, but this meeting may be waived by mutual agreement in writing between the Union and Management. The Dean or administrative designee shall submit a written answer to the aggrieved employee within ten (10) days of such meeting or the date of the agreement to waive the meeting, and provide a copy of the answer to the Director of the Office of Employee & Labor Relations or designee and the Union.

Step 2.

In the event the grievance is not satisfactorily adjusted at Step 1, the aggrieved employee (or the Union, with the employee’s express permission), within ten (10) days after receipt of the Step 1 answer, may submit a written appeal of the Step 1 answer to the Vice President and Provost in the employee’s chain of command, or his or her designee, with a copy to the Director of the Office of Employee & Labor Relations or designee and the Union. The Vice President and Provost, or designee, shall schedule a meeting with the aggrieved employee, and representative of the union, to be held not more than fourteen (14) days after receipt of the Step 2 appeal. The Vice President and Provost, or designee, shall submit a written answer to the

aggrieved employee within fourteen (14) days after the Step 2 meeting, with a copy to the Director of the Office of Employee & Labor Relations or designee and the Union.

Step 3.

In the event that the grievance is not satisfactorily adjusted at Step 2, the aggrieved employee (or the Union, with the employee's express permission), within ten (10) days after receipt of the Step 2 answer, may submit a written grievance appeal to the Senior Vice President for Academic Affairs, or designee, with a copy to the Director of the Office of Employee & Labor Relations or designee and the Union. The Senior Vice President, or designee, shall schedule a meeting with the aggrieved employee, and representative of the union, to be held not later than fourteen (14) days after receipt of the Step 3 appeal. The Senior Vice President, or designee, shall submit a written answer to the aggrieved employee within fourteen (14) days after such meeting, with a copy to the Union.

(C) Written Presentation.

All grievances presented at Steps 1 through 3 of this Section 4.1 shall be in writing on a form agreed to by the parties and provided by Management, signed by the aggrieved employee (or by the Union with the employee's express permission), and set forth the specific provisions of the Agreement alleged to have been violated and the specific relief sought by the aggrieved employee, or the grievance shall be deemed to have been waived.

(D) Procedure in Cases of Discharge.

Before a discharge becomes effective, an employee recommended for discharge under Section 6.2 of this Agreement shall receive written notice of the basis for the recommendation, the evidence against him or her, and the opportunity to present his or her side to the recommending authority. A grievance regarding a recommendation for discharge shall be filed with the Director of the Office of Employee & Labor Relations or designee within ten (10) days of the date of the recommendation. The Director of the Office of Employee & Labor Relations or designee shall process the grievance at Step 3 of the grievance procedure.

(E) Union Representation.

(1) Copies of Written Grievances.

Upon receipt of a written grievance or written appeal submitted by an employee in accordance with the procedure set forth in Steps 1 through 3 of this Section 4.1, Management shall furnish a copy of same to the Union. A copy of any written answer of Management under Steps 1 through 3 of this Section 4.1 shall be forwarded to the Union simultaneously with its submission to the aggrieved employee.

(2) Representation at Grievance Meetings.

An employee may be represented at the meetings held pursuant to Steps 1 through 3 of the procedure set forth in this Section 4.1 by a Union representative unless the aggrieved employee decides to represent himself or herself.

Section 4.2 - Arbitration.

(A) Election of Arbitration.

The Union, with the written concurrence of the aggrieved employee, may submit a grievance that has been properly processed through the procedure set forth in Section 4.1 of this Article to final and binding arbitration. The election of arbitration shall be made by submitting written notice of such intent, signed by both the aggrieved employee and a Union representative, to the Director of the Office of Employee & Labor Relations or designee within ten (10) days after receipt of the answer at Step 3 of Section 4.1(B) of this Article.

(B) Selection of Arbitrator.

Management and the Union 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 4.2(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 Union have selected Charles Feigenbaum, Ira Jaffe, and Michael Wolf as members of said panel. If one such arbitrator is no longer able to serve, Management and the Union shall immediately name a replacement arbitrator. The replacement arbitrator shall assume the order in the rotation held by the arbitrator that he or she is replacing. Except in the case of the voluntary resignation of a named arbitrator, no arbitrator may be removed by Management or the Union, except by mutual agreement of Management and the Union, or for cause. If Management or the Union appeals the decision and award of an arbitrator to a court of appropriate jurisdiction, that arbitrator shall be suspended from appointments under this Agreement pending such appeal and shall be removed if the decision and award is not upheld in full.

(C) Jurisdiction of Arbitrator.

The jurisdiction and authority of the arbitrator of the grievance and the opinion and award of the arbitrator shall be confined exclusively to the interpretation and/or application of the express provision or provisions of this Agreement at issue between the Union and Management. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provisions of this Agreement or impose on either party hereto a limitation or obligation not explicitly provided for in this Agreement; to establish or alter any wage rate or wage structure; or to consider any term or condition of employment or any other matter not expressly set forth within a provision of this Agreement. The arbitrator shall not hear or decide more than one grievance at one time without the mutual consent of Management and the Union. The opinion

and award of the arbitrator on the merits of any grievance adjudicated within his or her jurisdiction and authority, as specified in this Agreement, shall be served on both parties.

(D) Fees and Expenses of Arbitration.

The fees and expenses of the arbitrator shall be shared equally by the parties.

Section 4.3 - Time Limitations.

Whenever used in this Article 4, the word “days” shall mean all days during the calendar year other than Saturdays, Sundays, and days designated as holidays by Management. The time limits set forth in this Article are essential to this Agreement. Said time limits may be extended only by mutual agreement of Management and the Union and the aggrieved employee. If the Union or the aggrieved employee 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 4.4 - Method of Delivery.

For the purposes of this Article, a grievance, appeal, or Management answer is “submitted” only if it is delivered by hand to the office of the appropriate person as set forth in Section 4.1, or mailed to that person by certified mail, return receipt requested, through the United States Postal Service.

ARTICLE 5 - SENIORITY

Section 5.1 - Definition.

As used in this Agreement, an employee with the highest rank shall be considered the most senior. Where two or more employees are of equal rank, the employee having the greatest number of years of service at the College shall be considered most senior.

Section 5.2 - Termination of Seniority.

An employee’s seniority shall terminate without recourse under the provisions of this Agreement if the employee voluntarily resigns, is discharged for cause, or does not provide services under this Agreement for more than two academic years. The termination of seniority shall not affect an employee’s rank should the employee become reemployed.

Section 5.3 - Consideration of Seniority in Assignment.

If, after all course sections have been assigned in a semester, a course section becomes available because of enrollment demands or because an employee is unable to fulfill the assignment and Management determines that the course section will be assigned to existing adjunct faculty, Management shall, in its discretion, determine the qualifications and the factors involved in selection of those employees available to teach the course. If Management

determines that qualifications and factors are equal between employees, the employee having the greatest seniority shall first be offered the assignment.

ARTICLE 6 - DISCIPLINE AND DISCHARGE

Section 6.1 - Scope.

Discipline and discharge of employees shall be for just cause. Disciplinary action may be taken to correct an employee's inappropriate behavior or as a means of causing an improvement in performance to an acceptable level. An employee may request that a Union representative be present at any investigatory meeting, and/or at 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.

Section 6.2 - Discipline and Discharge.

(A) Verbal Reprimand.

A verbal reprimand may be issued following a discussion between an immediate supervisor, department chairperson, or Dean and an employee, and its issuance noted for future reference by the immediate supervisor, department chairperson, or Dean.

(B) 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 discussion with the employee. The written reprimand shall be signed by the immediate supervisor, department chairperson, or Dean and copies provided to the employee and the Director of the Office of Employee & Labor Relations or designee.

(C) Suspension Without Pay.

An employee may be suspended without pay for a specified period of time when disciplinary action more severe than a reprimand, but less severe than discharge is warranted in the judgment of Management. After affording an employee an opportunity to be heard, the Director of the Office of Employee & Labor Relations or designee may impose the suspension based upon the recommendation of the Dean/supervisor. A letter of suspension shall be provided to the employee and to the Union.

(D) Discharge.

An employee's employment with the College may be terminated for just cause when the employee's performance or behavior is not meeting the legitimate expectations of Management, and the notice procedures of Section 4.1(D) of this Agreement have been followed.

Section 6.3 - Failure to Offer Assignment.

Each assignment ceases at the end of the designated period. The expiration of an assignment, or Management's failure to offer an assignment shall not be considered discipline or discharge and shall not be subject to the just cause standard but shall instead be subject to the provisions of Article 7 of this Agreement.

ARTICLE 7 - ASSIGNMENTS

Section 7.1 - Assignments.

(A) Scope.

Assignments to teach a course or to provide other services as a part-time faculty member may be made only by the Dean or the Dean's designee. Assignments shall be made by written notification from Management. The listing of a course in the schedule of classes does not constitute an assignment. Unless specifically limited by this Article 7, decisions regarding who is taught, what is taught, how it is taught, where it is taught, and who does the teaching involve academic judgment and shall be made in Management's sole discretion. For purposes of this Article 7, an employee is in "good standing" if he or she has not been issued written or greater discipline.

(B) Instructional Assignments.

Instructional assignments are those where an employee teaches a course that is assigned equivalent semester hours (ESH) and a course reference number (CRN). Instructional assignments shall be made for a period of a semester, a part of an academic year, or for an entire academic year, in Management's discretion.

(C) Non-Instructional Assignments.

Non-instructional assignments are those assigned ESH but not a CRN. Non-instructional assignments are made for a period of a semester, a part of an academic year or, in special circumstances, for a longer period, in Management's discretion. Non-instructional assignments are available only to employees who have performed, or who are also performing, instructional assignments.

Section 7.2 - Administration of Assignments.

(A) Scope.

Management and the Union recognize that it is in the best interests of the College and its employees to make an assignment as early as possible. Management shall, if practicable, offer assignment(s) to existing employees before hiring new employees in a semester.

(B) Requesting Assignment.

To ensure that Management has sufficient information to make assignments in as timely a manner as is possible, an employee who desires consideration for assignment(s) in a subsequent semester or subsequent academic year must notify Management of this desire using the electronic application process provided by Management between January 25 and February 15 of each year.

(C) Failure to Receive Notice of Assignment.

If an employee who has expressed a desire for assignment(s) has not received notice of an assignment by March 15 for the subsequent academic year in which the assignment has been desired, the employee shall promptly notify the Dean and department chair of the department in which the assignment is desired to ensure consideration of an assignment.

(D) Acceptance of Assignment.

An employee who is provided notice of assignment(s) for a semester must notify Management of the acceptance of the assignment(s) within two (2) weeks of receiving notice of the assignment provided that, if an employee has provided notice to the Dean and the department chair that the employee would be unreachable for a specified period of time, the employee shall provide notice of acceptance of the assignment within one (1) week of the specified date on which the employee would be available.

(E) Termination of Assignment.

An employee who has accepted assignment(s) shall provide one (1) month's notice of the employee's inability to fulfill the assignment(s), except in circumstances beyond the employee's reasonable control.

(F) Notice.

Each year the College shall provide electronic written notification to employees of the requirements and deadlines for applying for assignments at least two weeks before the deadline. The College shall provide a means by which eligible employees may submit requests for good faith consideration under Section 7.3 of this Article 7 electronically.

Section 7.3 - Good Faith Consideration for Instructional Assignments.

(A) Scope.

Employees who have been assigned courses with a CRN for three (3) semesters within the immediately preceding three (3) academic years and who are in good standing shall be given good faith consideration (GFC) for assignment to courses with a CRN in subsequent academic years by the semester in which courses are assigned (Fall to Fall, Spring to Spring).

(B) Requests for Good Faith Consideration.

An employee's request for GFC shall be made using the electronic application process provided by Management between January 25 and February 15 of each year. At the time of such application, the employee shall disclose any additional pending requests for good faith consideration. GFC assignments are provided for the amount of ESH of courses with a CRN taught in the previous corresponding semester (previous fall to fall; previous spring to spring). An employee's request to regain lost ESH under subsection (E) of this Section 7.3 must also be made at this time through the electronic application process.

(C) Good Faith Consideration.

In this Article 7, an employee with GFC means that Management may deny, reduce or cancel the assignment(s) of the employee only in the following circumstances:

- (1) elimination or downsizing of a department or program, or a reduction in the number of courses or sections offered in a semester;
- (2) creation of a full-time position that absorbs existing courses taught by employees;
- (3) cancellation of a course or section due to under-enrollment, as determined by Management in its discretion, except that the cancellation of a course in a semester shall not impact an employee's other assignment(s);
- (4) unsatisfactory performance of an employee, as evidenced from classroom observations, student evaluations, student or other complaints, or the employee's failure to correct a performance problem identified by the department chair or Dean; except that student evaluations alone shall not be used as the exclusive basis to deny, reduce or cancel an employee's assignment(s);
- (5) discharge, misconduct, or neglect of duties, resulting in written or greater discipline of the employee;
- (6) where an employee exceeds the ESH limits set forth in Section 8.1 of this Agreement in a semester or in an academic year, unless the employee can establish that he or she was authorized to do so by a Dean;
- (7) other demonstrated reason necessitating a change in academic, fiscal, program or organizational needs of the College, as determined by Management in its discretion.

An employee whose assignment is denied, reduced or cancelled under this Section 7.3 may request that the Dean or Dean's designee identify which of these circumstances caused the loss.

(D) Loss of Good Faith Consideration Due to Performance.

If an employee entitled to good faith consideration is denied assignment(s) for reasons related to the employee's classroom performance, Management shall notify the employee of this fact and provide the employee with a description of the concerns and resulting conditions under which the employee may be considered for assignments in the future. If Management determines that the employee has fulfilled the conditions imposed, the employee shall be considered for future assignments. The employee shall again be entitled to good faith consideration after satisfactory teaching of the same course for two (2) semesters in two (2) academic years.

(E) Opportunity to Regain Lost ESH.

An employee who loses good faith consideration for ESH for courses with a CRN pursuant to the provisions of Section 7.3 (C)(1) or (3) of this Article 7, and who desires to regain the amount of lost ESH, must request consideration for the opportunity to do so through the electronic application process provided by Management between January 25 and February 15 of each year. In such circumstances, Management will provide the opportunity for the employee to retain good faith consideration for the amount of ESH lost for a course or courses with a CRN that the employee is qualified to teach, and that is not taught by other employees with good faith consideration, for two (2) subsequent semesters.

Section 7.4 - Course Titles and Content.

Nothing in this Agreement shall prevent Management from modifying the title or content of a course that an employee has been assigned to teach. Employees shall be notified of changes in course title or course content of the courses they have been assigned.

Section 7.5 - Access to Services and Resources.

An employee with a course assignment (including those employees who teach evenings and weekends) shall have: access to free textbooks for the assigned course(s); access to materials and supplies needed to teach the assigned course(s); access to a mailbox; access to photocopiers for class related purposes; access to administrative support services for standard and reasonable requests during normal work hours; access to a lounge area; access to space where meetings with students can occur; access, upon request, to standard instructional software and computer programs used to teach the assigned course(s); access, upon request, to a college email account; and access, upon request, to the ability to retrieve voice mail received by the department to which the employee is assigned. If an employee requests email and/or voice mail, the employee shall regularly check for and return messages. Upon receiving written permission from the Dean to obtain or purchase materials not otherwise offered or available through the College, an employee shall be reimbursed for the cost of such materials after submitting an itemized receipt for the purchase.

Section 7.6 - Engagement in the College Community.

Management will make available to employees at time of hire relevant information about: the College generally; the department or program in which an employee's assignment is located; academic policies; the Office of Human Resources and Strategic Talent Management; College Centers that provide opportunities for professional development; and services available to students such as writing, learning and counseling. Management will make available to employees syllabi for the course(s) assigned. Employees may seek mentoring from full time faculty. Management will list an employee's name in the online schedule of courses. Departments will be encouraged to post a list of employees on their Department website.

Section 7.7 - Professional Development.

Employees are encouraged to participate in professional development activities sponsored by the College's professional development units: the Center for Teaching and Learning; the Office of Distance Learning; and the Center for Professional and Organizational Development. The determination of what constitutes appropriate professional development activities shall be made by Management in its sole discretion. In certain circumstances, as determined by Management in its sole discretion, employees may be compensated for participation in professional development events sponsored by the College in an amount of not less than one hundred dollars (\$100.00) per event.

Section 7.8 - Part-Time Faculty Professional Development Assistance Program.

In order to foster part-time faculty professional development opportunities, Management shall provide a part-time faculty professional development assistance program. The maximum benefit payable under the program shall be equal to one thousand, one hundred dollars (\$1100) per employee; the maximum benefits payable under this section shall not exceed fifty-four thousand dollars (\$54,000) within the fiscal year. Benefits provided under this section in any fiscal year shall be used for the payment of reasonable costs associated with pre-approved professional development activities relevant to the faculty member's discipline or teaching responsibilities. Such requests will be submitted to the dean for consideration. Funds may be used for wellness activities in accordance with the College's Wellness offerings. Funds may also be used for Montgomery College credit course tuition when requested in advance to the appropriate dean.

ARTICLE 8 - WORKLOAD

Section 8.1 - Professional Responsibilities.

(A) Maximum Assignment of Equivalent Semester Hours.

An employee shall be assigned no more than eleven and one half (11.50) Equivalent Semester Hours in one semester and no more than twenty-three (23.00) Equivalent Semester Hours in an academic year.

(B) Responsibilities of an Employee.

An employee shall, as a part of an assignment: conduct assigned classes in the area of employment in accordance with the catalog description, the course syllabi, and outcomes, and the stipulations of the College; hold every scheduled class, including the final examination where appropriate, the full scheduled number of minutes during the scheduled time in the scheduled location; maintain standards of teaching consistent with the standards of the department and the College; seek out means of improving instruction through professional development activities, professional organizations, meetings and workshops, and the current literature of the field; adjust, insofar as possible, teaching methods to student needs; submit mid-term grades and final grades to the campus records office, in accordance with established deadlines; submit a copy of syllabi, final examinations, and any materials requested, to the Dean or administrative designee; be available for student consultation; regularly check and respond to Montgomery College issued e-mail and pick up mail from assigned mailboxes. Professional responsibilities include the successful completion of mandatory training required by the College. Employees are encouraged to participate in departmental, unit, and campus meetings of a professional nature.

Section 8.2 - Evaluation.

(A) Scope.

Evaluations are intended to support excellence in teaching and to further academic and professional standards. In addition to feedback through periodic evaluation described in subsection (B) of this Section 8.2, Management will notify an employee of concerns about an employee's performance as soon as reasonably practicable after a Department Chair or equivalent academic unit administrator is made aware of such concerns and provide the employee an opportunity to address those concerns. This Section 8.2 is not subject to the provisions of Article 4 of this Agreement.

(B) Periodic Evaluation of Performance.

Employees shall be evaluated during their first semester of instruction, at least once prior to advancement in rank, and at least once every three (3) academic years. An employee may request a classroom observation and written evaluation more frequently. The evaluation of an employee shall include a combination of classroom observation; student feedback (including student feedback solicited by an employee); and any materials presented by an employee regarding the employee's professional, artistic, or scholarly credentials, should the employee choose to do so. Evaluations shall be documented in a form established by Management and maintained in an employee's personnel file.

(C) Evaluation Protocols.

Periodic evaluation of employees generally will be governed by the following protocols. Classroom observation will be arranged in advance. The rubric of the evaluation will be available to employees before the evaluation. A written report of the evaluation will be created. An employee may choose to respond to the evaluation and that response will be included in the

evaluation package. Nothing precludes an evaluator from modifying the evaluation based on such response.

Section 8.3 - Equivalent Semester Hours for Lecture and Non-Lecture Components.

(A) Scope.

This Section 8.3 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 8.4.

(B) Definitions.

For the purposes of this Section 8.3, 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 this Article 8, an “equivalent semester hour” is the unit of measure of an employee’s work load 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 integer portion of the quotient 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 0.75 times the integer portion of the quotient obtained by dividing the total minutes of scheduled instructional activity for such course component by one-half (50%) the non-lecture standard rounded to the nearest one-quarter (1/4) hour.

(3) Other.

After notice to the Union and with approval of the employee and the department chair, Management may assign to a course component taught by such employee a greater number of equivalent semester hours (such number to be determined by Management in its discretion) than that determined pursuant to paragraphs (1) and (2) of this subsection. If Management determines to assign a greater number of equivalent semester hours than that determined pursuant to paragraphs (1) and (2) of this subsection to a course component, the employee must make an irrevocable election, prior to the commencement of the course, to teach or not teach the course. Should the Union propose that, based upon similar criteria, a greater number of ESH be applied to a particular course, Management will give reasonable consideration to such a proposal.

Section 8.4 - Equivalent Semester Hours for Other Activities.

(A) Special Centers.

Employees assigned to a Mathematics Center, Writing Center, Speech and Diction Center, or other special center 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, employees perform activities assigned by Management, not otherwise set forth in this Article, which Management determines are to be measured in terms of equivalent semester hours for purposes of Section 8.1 of this Article, one (1) equivalent semester hour shall be equal to forty (40) clock hours of such assigned activities.

ARTICLE 9 - COMPENSATION AND BENEFITS

Section 9.1 - Pay Rate.

Management recognizes that employees should be compensated for the contribution it makes, through instructional excellence, to the quality of our students' education and to the successful completion of their academic goals. Management is committed to enhancing employee compensation, in addition to support and resources, over a reasonable period, that recognizes the value of instruction in student success at Montgomery College.

The Pay Schedule for employees set forth in Appendix One to this Agreement is part of this Agreement and shall be the pay rate for employees, and reflects the goal of reaching the objective set forth above. Management will make available a schedule of dates on which employees will be paid each semester.

Section 9.2 - Rate of Pay for Substitution.

An employee who substitutes in a course session shall be paid the pro rata share of the course session, which shall be determined by dividing the product of the Employee's pay rate set forth in Appendix One and the number of Equivalent Semester Hours ("ESH") assigned to the course by the number of scheduled course sessions.

Section 9.3 - Workers' Compensation.

Employees shall be eligible for workers' compensation benefits to the extent permitted by applicable law.

Section 9.4 - 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 Union 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 Union shall promptly meet and bargain in good faith in an attempt to reach an agreement that can be implemented within the revenues received by Montgomery College.

Section 9.5 - Initial Salary Placement.

Upon initial hire, employees with terminal degrees will be automatically placed at the Adjunct I level.

Section 9.6 - Rank Advancement.

Management is committed to an open and transparent process for employees who wish to seek rank advancement in accordance with the College's established policies and procedures.

(A) Notice of Ability for Rank Advancement.

All employees, upon entering the bargaining unit, shall be made aware in writing of College policy and procedure 32203, Academic rank, with respect to rank advancement, including the minimum qualifications and requirements for each level of advancement, and the process and criteria by which advancement requests are evaluated. Employees will be further notified of any future amendments to the requirements or procedures established by Management.

(B) Consideration of Requests for Rank Advancement.

Employees seeking such advancement shall be given timely consideration for their request and will be notified in writing of Management's determination, and, if denied, the reason and the policy and procedure, upon which the denial was based.

(C) Explanation of Denial of Rank Advancement.

Employees denied advancement shall, upon request in writing to the appropriate Dean, be granted a meeting for further explanation of the deficiencies upon which the denial was based, and recommendations as to how those deficiencies can be resolved.

Section 9.7 – Employment in Other Faculty Positions.

Nothing in this Agreement prevents an employee from applying for a full-time faculty position. If an employee applies but is not selected for a position, the employee may request to meet with the department chair to discuss how the employee might become a more viable candidate.

Section 9.8 – Regular Part-Time Employees.

(A) Scope.

Based on programmatic or operational need, Management may designate regular part-time employees to work for one academic year, and that designation may be extended for a second academic year.

(B) Consideration for Designation.

In addition to any posting of the opportunity, Management will notify the Union if a regular part-time opportunity arises, so that the Union may notify employees of the opportunity.

(C) Responsibilities.

An employee selected for a regular part-time opportunity will be notified as to the scope of duties, consistent with the requirements of Sections 8.3 and 8.4 of this Agreement. The department chair of the program in which the regular part-time employee works will be responsible for prioritizing non-teaching duties.

(D) Conclusion of Regular Part-Time Designation.

An employee who has completed his or her designation as a regular part-time employee, and who is in good standing, may exercise good faith consideration for ESH associated with courses with a CRN number taught as a regular part-time employee. If an employee's teaching duties were reduced to accommodate non-teaching assignments, the employee may still exercise good faith consideration for ESH associated with courses with a CRN number the employee had been scheduled to teach before the reduction.

Section 9.9 - Flexible Spending Accounts.

Employees will be eligible to participate in the Health Care Flexible Spending Account and Dependent Care Flexible Spending Account provided by Montgomery College in accordance with applicable laws.

Section 9.10 - Stipends.

In the event Montgomery College provides stipends to those employees in leadership positions within the governance structure established by Montgomery College, an employee serving in such position will be eligible to receive the stipend in accordance with the procedure to be established by Montgomery College.

Section 9.11 – Supplemental Retirement Annuity (SRA) 403(b) Program. [TA]

Employees may elect to participate in the Supplemental Retirement Annuity (SRA) 403(b) program offered by Montgomery College.

ARTICLE 10 - LEAVE

Section 10.1 - Scope.

The purpose of this Article 10 is to provide the basis for and manner by which employees may be absent. An employee must notify the coordinator, department chair, or appropriate designee of an expected absence from a course session in advance of the absence.

Section 10.2 - Paid Time Off.

An employee is permitted to be absent from one (1) session of each course taught in a semester without penalty. Unless another Section of this Article 10 providing for paid leave

applies, an employee who is absent from more than one session of a course taught in a semester shall have the pro rata share of the amount paid for the session(s) deducted from his or her pay.

Section 10.3 – Safe and Sick Leave.

Eligible employees are entitled to paid time off in accordance with the provisions of the Maryland Healthy Working Families Act (MHWFA).

Section 10.4 - Substitutes.

An employee is not required to find a substitute when an employee will not be present for a course session, although nothing in this Section 10.4 prevents an employee from suggesting a substitute to his or her coordinator, department chair or appropriate designee.

Section 10.5 - Court Attendance Leave.

An employee subpoenaed as a witness in a civil or criminal case, other than a case in which the employee is a defendant, or an employee ordered to appear for jury duty shall be entitled to leave with pay for the time required to comply with such subpoena or order in the event court attendance conflicts with instructional time. Application for leave under this Section 10.5 shall be submitted in writing to the appropriate dean as soon as the employee is served with a subpoena or order to report for jury duty.

Section 10.6 - Bereavement Leave.

An employee shall be entitled to leave with pay for a maximum of five (5) consecutive calendar days in the case of the death of an immediate family member (defined as spouse; natural, foster or step-child; in-laws; parent; step-parent; sibling; grandchild; grandparent; or member of the employee’s immediate household), provided such leave is taken during the period between the date of death and the conclusion of the mourning period.

Section 10.7 - Professional Development Leave.

An employee shall be entitled to leave with pay for a maximum of one work day in connection with attendance to a professional development activity approved under Article 7, Section 7.8 of this Agreement.

ARTICLE 11 - UNION RIGHTS

Section 11.1 - Meeting Space, Campus Mails, and Food Services.

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

Section 11.2 - Bulletin Boards.

The Union shall be permitted to post notices pertaining to legitimate and appropriate Union interests on designated Montgomery College bulletin boards. Such postings shall be consistent with established Management policies regarding postings in public places.

Section 11.3 - Designated Union Representatives.

Management shall recognize employees designated by the Union as workplace leaders to adjust grievances, process disciplinary appeals, and for meetings with a grievant or with Management, and to attend to other matters related to the administration of this Agreement when authorized by the Union to do so. The Union shall notify the Director of the Office of Employee & Labor Relations or designee of the names of the workplace leaders who are authorized by the Union as representatives and shall notify the Director of the Office of Employee & Labor Relations or designee within five (5) working days of any change in the representatives. With prior notification to the Director of the Office of Employee & Labor Relations or designee, the Union representative may be present on College property to attend to matters related to the administration of this Agreement.

Section 11.4 - Labor/Management Collaboration Committee.

(A) Scope.

In order to foster cooperative and collaborative labor relations between Management and the Union and to attempt to resolve matters that affect bargaining unit employees, there is hereby established a Labor/Management Collaboration Committee ("LMCC"). This committee shall be comprised of five representatives of Management and five representatives of the Union. The committee shall meet a minimum of six times per fiscal year (every other month) unless otherwise mutually agreed, to discuss issues of concern to Management and the Union. Management and the Union shall jointly establish meeting dates for the entire year no later than September 1 of each year. Management and the Union shall exchange proposed agenda items one week in advance of each meeting. The Union and Management shall be committed to the success of the LMCC.

(B) Health and Safety.

Management and the Union share an interest in maintaining a safe and healthy workplace for employees. Management and the Union shall encourage employees to work in a safe manner to observe College rules, policies and procedures relating to safety and health. Health & Safety shall be a standing item on the Labor/Management Collaboration Committee agenda to discuss raising awareness, establishing better communications, and other safety and health issues.

Section 11.5 - Personnel Files.

Management will maintain one (1) official personnel file for each employee to which the employee will have access upon reasonable notice. An employee shall make all requests for

access to his or her personnel file to the Director of Employee & Labor Relations or designee. With the express permission of the employee, a Union representative may be present with the employee when an employee reviews his or her personnel file. Upon reasonable notice, an employee will be provided with a photocopy of any item(s) in his or her file.

Section 11.6 - Deduction of Dues.

(A) Payroll Deduction Authorization.

Employees who are covered by this Agreement may elect to have dues deductions made from their compensation, by submitting an authorization in the form set forth in Section 11.6(B) of this Agreement, voluntarily executed by the employee and submitted to the Director of the Office of Employee & Labor Relations or designee. The Union may obtain this authorization electronically, provided the parties agree to the format and process for such electronic authorizations and determine that the authorizations are in compliance with applicable law. Management shall deduct membership dues as certified in writing by the President or Executive Director of the Union and remit such dues to the Union. Payroll deduction of dues can be cancelled by an employee's individual written notice to the Union via certified mail. The employee's certified mail is to be addressed to: Executive Director - SEIU, Local 500, 901 Russell Avenue, Suite 300, Gaithersburg, Maryland 20879. The Union will then notify the College of any canceled memberships and provide the employees original notices of resignation to the Director of the Office of Employee & Labor Relations or designee within ten (10) days of receipt.

(B) Form of Dues Deduction Authorization.

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

In payment for membership dues and fees for SEIU Local 500, I _____ hereby authorize and direct Montgomery College to deduct from my pay an amount equal to the dues and initiation fees in the amounts specified by SEIU Local 500, and to pay same to SEIU Local500 in accordance with the terms of the collective bargaining agreement between Montgomery College and the Union. This authorization will remain in effect each year, or until canceled in writing by me and received by the Union.

Name _____
Signature _____
Date _____

- **(C) Indemnification.**

The Union 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 11.6, and the Union assumes full responsibility for the disposition of monies deducted under this Section 11.6 as soon as they have been remitted by Management to the Union.

Section 11.7 - New or Changed Procedures.

If Management desires to publish in the Montgomery College Policies and Procedures Manual new or changed procedures to administer policies affecting bargaining unit employees, Management will submit to the Union in writing at least thirty (30) calendar days prior to their effective date, such new or changed procedures. In the event the Union desires to provide input, Management and the Union shall meet prior to implementation.

ARTICLE 12 - NO STRIKE/NO LOCKOUT

Section 12.1 - No Strikes.

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

Section 12.2 - Enforcement of No Strike Pledge.

In the event of a strike in violation of Section 12.1 of this Article, Management may immediately pursue, in any court of competent jurisdiction, whatever remedies are available to it. Any employee engaging in any activity in violation of Section 12.1 of this Article shall be subject to discharge. Such a discharge may be grieved subject to the provisions of Article 4 of this Agreement.

Section 12.3- No Lockout.

Management shall not lock out employees.

ARTICLE 13 - SCOPE OF AGREEMENT

Section 13.1 – Duration.

This Agreement shall become effective on July 1, 2020 and shall continue in full force and effect until June 30, 2023. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written 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, 2022, or September 1 of any succeeding calendar year.

Section 13.2 - 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 of this Agreement shall continue in effect only to the extent permitted by such law. If any term or provision of this Agreement is or becomes unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement, and Management and the Union agree to meet and bargain in good faith in an attempt to negotiate a substitute provision.

Section 13.3 - Scope of Agreement.

Management and the Union acknowledge and agree that during the negotiations which resulted in the 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 Union after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, thus, contains the understanding, undertaking, and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term. Changes to this Agreement, whether by addition, waivers, deletions, amendments or modification, must be mutually agreed upon in writing and signed by both parties.

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 500, CtW**

**MONTGOMERY COMMUNITY
COLLEGE**

APPENDIX ONE
PAY SCHEDULE

Pay per Equivalent Semester Hour (“ESH”)
By Academic Year

	AY 2020-21	AY 2021-22	AY 2022-23
Lecturer	\$1260	\$1315	\$1375
Adjunct I	\$1365	\$1425	\$1490
Adjunct II	\$1460	\$1525	\$1595
Adjunct II+	\$1475	\$1540	\$1610

+An employee who has been employed at the Adjunct II level for three (3) Academic Years (whether for one or both semesters) and who has completed nine (9) hours of professional development training while at the Adjunct II level will receive an additional one percent (1%) in pay rate beginning in the fourth (4th) Academic Year of service at the Adjunct II level.

Employees may elect to, but cannot be required to, perform duties for which they are not compensated.