

MONTGOMERY COLLEGE  
and  
AFSCME, AFL-CIO, Council 67, Local 2380

MEMORANDUM OF AGREEMENT

The College and the Union have negotiated in good faith since November 2012 pursuant to Article 13, Section 13.1 (B), of the collective bargaining agreement. The parties reached an agreement, including modifications to the negotiated agreement and a separate side letter, what were subsequently ratified by the membership of the local on January 8, 2013 and the Board of trustees of the College on January 25, 2013. Accordingly, the parties agree to make these modifications in the negotiated agreement:

## ARTICLE 3 DISCIPLINE AND DISCHARGE

### Section 3.1 - Scope.

#### (A) Definition.

Discipline and discharge of employees shall be for just cause. Employees generally will be progressively disciplined, but Management may, in its discretion, warn, reprimand, transfer, demote, suspend or discharge employees without first providing progressive discipline. 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. **Discipline shall be administered in a confidential manner between the involved parties. Employee should be provided the general subject matter before any disciplinary meeting.**

#### (B) Union Representation.

An employee may request that the Union president or a shop steward designated by the Union 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.

#### (C) Oral Counseling.

**Prior to progressive discipline, oral counseling should be used to afford the employee an early opportunity to address and correct a matter of concern which may lead to disciplinary action.**

### Section 3.2 Progressive Discipline.

#### (A) Verbal Reprimand.

A verbal reprimand may be issued following a discussion between a supervisor and the employee, and its issuance noted for future reference by the supervisor. **A copy of the verbal reprimand shall be provided to the employee.** A copy of the verbal reprimand will not be placed in the employee's personnel file in Human Resources, but it may be used as the basis for subsequent discipline and may be attached to subsequent discipline that is placed in the employee's personnel file in Human Resources.

#### (B) Written Reprimand

A written reprimand indicating the nature of the problem including references to any prior warnings and verbal reprimands, and the necessary corrective action, may be issued following a discussion between the supervisor and the employee. The written reprimand will be signed by the supervisor and copies forwarded to the employee, to the **Director of Employee and Labor Relations** and to the **Vice President of Human Resources, Development and Engagement.**

#### (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 Employee & Labor Relations** or designee may impose the suspension based upon the recommendation of the supervisor and second level supervisor. A letter of suspension will be provided to the employee and 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.

**(E) Consideration of Prior Discipline.**

Management will not consider in subsequent disciplinary actions, discipline that was provided to the employee more than three (3) years prior, provided that the prior discipline did not involve an issue related to discrimination, harassment, safety and health, veracity, or was of the same nature as subsequent discipline. After three (3) years employee may submit a written request to the Director of Employee & Labor Relations for removal of such disciplinary actions. Removal prior to three years may be approved at the discretion of the Director of Employee and Labor Relations.

**(F) Resolution of Conflict**

The parties agree to participate in the development of conflict resolution to be used during early steps of the grievance procedure.

## ARTICLE 4 - GRIEVANCE PROCEDURE

### Section 4.1 - Standard Procedure.

#### (A) Definition of Grievance.

A "grievance" is a written complaint that Management has violated an express provision of this Agreement and that an employee or employees have been personally aggrieved thereby.

#### (B) Procedures.

The Union and/or employee(s) shall attempt to resolve any potential grievance informally with the employee's immediate supervisor prior to initiating the formal grievance procedure. The failure of the Union and/or employee(s) to attempt to resolve a grievance informally shall be sufficient reason for the denial of a formal grievance. If a grievance cannot be resolved through informal discussion with an immediate supervisor or department chairperson it shall be processed as follows, except that a grievance based upon suspension or a recommendation for discharge shall be handled pursuant to Section 4.1(D) below. **The parties shall endeavor to resolve grievance matters at the lowest possible level.**

##### Step 1.

Within ten (10) days of the event giving rise to the grievance or after the employee(s) reasonably should have known of the event giving rise to the grievance, the **Union and/or** aggrieved employee(s) may submit a written grievance to the next level supervisor (e.g., campus director or dean) in the employee's chain of command, with a copy to the **Director of Employee & Labor Relations** and the Union. This supervisor shall schedule a meeting with the employee(s) to be held within ten (10) days of receipt of the written grievance. The supervisor shall submit a written answer to the aggrieved employee(s) within ten (10) days of such meeting, and provide a copy of the answer to the **Director of Employee & Labor Relations** and the Union.

##### Step 2.

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

##### Step 3.

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

#### (C) Grievance Mediation

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

**(D) Written Presentation.**

Any grievance presented at Steps 1 through 3 of this Section 4.1 shall be in writing on a form provided by Management, shall be signed by the aggrieved employee(s) or, **where appropriate, by the Union president or shop steward designated by the Union**, shall set forth the specific provisions of the Agreement alleged to have been violated, and shall set forth the specific relief sought, or the grievance shall be deemed to have been waived.

**(E) Procedure in Cases of Suspension or Discharge.**

An employee recommended for suspension without pay or discharge shall receive written notice of the basis for the suspension or discharge, the evidence against him or her, and the opportunity to present his or her side to the suspending authority. A grievance regarding a suspension without pay or discharge shall be filed with the **Director of Employee & Labor Relations** within ten (10) days of the date of suspension or discharge. The **Director of Employee & Labor Relations** or designee shall process the grievance at Step 3 of the grievance procedure. An informal hearing may also be requested. Hearing shall be scheduled within 30 days of such request.

**If an informal hearing is requested, all evidence against an employee will be presented in his/her presence. The employee (or union) shall be permitted to question and confront any witnesses, to speak for himself/herself, and to present witnesses and evidence on his/her behalf.**

**(F) 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 President. A copy of any written answer of Management under Steps 1 through 3 of this Section 4.1 shall be forwarded to the Union President simultaneously with its submission to the aggrieved employee.

**(2) Representation at Grievance Meetings.**

An employee may be represented at the meetings held pursuant to the procedures set forth in this Section 4.1 by the Union president or a shop steward designated by the Union unless the aggrieved employee objects or wishes to represent himself or herself. In cases where the Union has filed a grievance, the meetings shall be held with the Union president or a shop steward designated by the Union.

**Section 4.2- Arbitration**

**(A) Election of Arbitration.**

**In the event that the grievance is not satisfactorily adjusted at Step 3 or through grievance mediation, the Union, within fifteen (15) days after receipt of the Step 3 answer, may submit a grievance which has been properly processed through the procedure set forth in Section 4.1 of this Article to final and binding arbitration. In such cases, the election of arbitration shall be made by the Union with written notice of such intent, to the Director of Employee & Labor Relations or designee within fifteen (15) 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 \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, 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 7-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. The aggrieved employee shall be solely responsible for keeping the time limits set forth in this Article. If 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 4, 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 – Hours of Work

### Section 5.1 - Work Day.

A "work day" is a period of twenty-four (24) consecutive hours.

### Section 5.2 – Regular Scheduled Work Day.

A full-time employee's "regular work day" shall consist of normally scheduled hours of not less than 8 hours or more than 10 hours, exclusive of meal periods, except where otherwise agreed by the parties. Because of the nature of certain functions of the College, supervisors will grant rest periods of fifteen minutes during each half day period of a working day. The immediate supervisor will arrange the appropriate periods for meal and rest for employees, provided that the total amount of time used by an employee for his or her meal and rest period shall not exceed one (1) hour per **regular work day. Shifts in excess of 12 hours shall be provided an additional 15 minute rest period, an additional unpaid meal period may also be provided.** Changes in work schedules are subject to the provisions of Section 5.5 and 5.6.

**Additional reasonable break time for nursing mothers will be provided for one (1) year after the child's birth in order for the employee to express milk. The immediate supervisor will arrange a place (other than a restroom) that is shielded from view and free from intrusion from coworkers.**

### Section 5.3 - Work Week.

The "work week" shall consist of seven (7) consecutive calendar days, beginning at 12:01 a.m. Saturday and ending at 12:00 a.m. the following Saturday, unless a different work week is established by Management.

### Section 5.4 – Regular Work Week.

A full-time employee's "regular work week" shall consist of forty hours of work on four or five days in each work week. A part-time employee's "regular work week" shall consist of at least 20 hours of work but less than 40 hours.

### Section 5.5 - Hours Worked.

The payroll records of the College shall be the basis for establishing the number of hours worked by each employee. Nothing in this Agreement shall be construed as a guarantee by Management as to hours worked per day, per week, or per year. If Management determines that a modification of scheduled hours of work beyond ten (10) consecutive work days is necessary, any affected employee will be provided with notice of the change in work hours at least twenty (20) work days before such modification takes place. Such notice shall include a start date and end date, or whether this is a permanent change. Employee will be provided with an opportunity, if requested, to discuss this change.

### 5.6 – Flextime



An individual employee may request an alteration of the normally scheduled workday or work week. If an employee works in excess of the number of normally scheduled hours on a particular day, the employee may, upon prior approval by the supervisor, reduce a workday in consideration of time worked on an hour-for-hour basis within the same workweek. **Requests for flextime should be made and responded to in a timely manner.** Nothing in this section shall be construed to permit compensatory time (excess hours worked carried over as time off from one work week to another). The practice of compensatory time is strictly prohibited. Time sheets must accurately reflect actual hours worked.

#### **5.7—Telework**

**An employee shall be eligible to participate in the College's telework program as outlined in procedure 32500CP. In the event an application for telework is not approved by the immediate supervisor, an employee will be provided with an opportunity, if requested, to discuss the decision.**

#### **5.8— Alternative Work Schedule**

**An employee shall be eligible to participate in the College's Alternative Work Schedule program as outlined in 32305CP.**

## Article 6 – WAGES

### **Section 6.1 - Purpose of Article.**

The sole purpose of this Article is to provide a basis for the computation of straight time, overtime and other premium wages, and Management's pay records, practices, and procedures established under this Agreement shall govern the payment of all wages. Nothing in this Agreement shall be construed as a guarantee or commitment by Management to any employee of hours of work per day, per week, or per year.

### **Section 6.2 - Regular Rate.**

An employee's "regular rate" of pay is defined as the straight time hourly rate of pay established for employees as designated by Management.

### **Section 6.3 - Overtime Pay.**

If Management deems that overtime is required, overtime will be compensated as provided in this Section 6.3.

#### **(A) Non-Exempt Employees.**

Overtime pay for employees in positions designated by Management as "nonexempt" under the Fair Labor Standards Act (FLSA), shall be computed at one and one-half (1-1/2) times the employee's regular rate for all hours worked in excess of forty (40) hours in any work week.

#### **(B) Exempt Employees.**

As agreed to by the College and the Union by Memorandum of Agreement on November 9, 2001, until such time that action is taken by the Board of Trustees based on financial or other exigent circumstances to eliminate this provision, an employee in a position designated by Management as "exempt" under the FLSA shall be eligible to be paid in an amount equal to that employee's regular rate for all hours worked in excess of forty (40) hours in any work week provided the overtime was approved in advance by the first-line administrator.

#### **(C) General Provisions.**

With respect to both non-exempt and exempt employees, there shall be no duplication or pyramiding in the computation of overtime pay, and nothing in this Agreement shall be construed to require the payment of overtime more than once for the same hours worked. If more than one of the provisions of this Agreement shall be applicable to any time worked by an employee, he or she shall be paid for such time at the highest rate specified in any one applicable provision, but he or she shall not be entitled to additional pay for such time under any other provision. Only those hours actually worked, holiday leave hours, court attendance leave hours, bereavement leave hours, and administrative leave hours authorized solely due to the emergency closing of the College shall be included in computing the 40 hours for overtime pay purposes.

## **Section 6.4 - Call Back Pay.**

### **(A) Non-exempt Employees.**

An employee in a position designated as non-exempt who is called back to work after having left the College's premises at the conclusion of the employee's scheduled work day shall receive a minimum of three (3) hours pay or pay for all hours actually worked prior to the start of the employee's next regular work day, whichever is greater. An employee in a position designated as non-exempt who is called back to work or called in to work for a project deemed an emergency by the Director or Dean in the employee's chain of command shall receive pay at one and one half (1-1/2) times his or her regular rate for the hours actually worked beyond the employee's regular work day. Pay under this provision must be authorized by the appropriate Director or Dean on each occasion that it is claimed.

### **(B) Exempt Employees.**

Until such time that action is taken by the Board of Trustees based on financial or other exigent circumstances to eliminate this provision, an employee in a position designated by Management as "exempt" under the FLSA who is called back to work pursuant to this Section 6.4 or called into work for a project deemed an emergency by the Director or Dean in the employee's chain of command shall receive pay at his or her regular rate for the hours actually worked beyond the employee's regular work day. Pay under this provision must be authorized by the appropriate Director or Dean on each occasion that it is claimed.

## **Section 6.5 - Shift Differential.**

Effective the first day of the 2006 fiscal year, employees who are regularly scheduled to **work 20 or more hours** in a work week and who are required to work between the hours of 10:00 p.m. and 6:30 a.m. shall receive a premium of **\$ 1.03 per hour** for the period of time actually worked between those hours. No shift differential shall apply for less than one full hour worked.

## **Section 6.6 - Pay Schedule.**

The Pay Schedule for employees set forth in Appendix One to this Agreement is part of this Agreement and shall be the regular rate for employees in the appropriate grade.

## **Section 6.7 - Salaries.**

### **(A) Salary Adjustments**

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

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

## **(B) Increment Adjustments to Salary**

**Effective the second full pay period in September 2014, employees who have been in the bargaining unit for at least one year as of the beginning on the fiscal year are eligible for an increment of three and a half (3.5%) to the extent that an employee's salary does not exceed the top of the grade level assigned to that employee's position as provided in Appendix One.**

**Effective the second full pay period in September 2015, employees who have been in the bargaining unit for at least one year as of the beginning on the fiscal year are eligible for an increment of three and a half (3.5%) to the extent that an employee's salary does not exceed the top of the grade level assigned to that employee's position as provided in Appendix One.**

### **Section 6.8- Temporary Salary Adjustment.**

**When an out-of-title assignment as provided in Section 4.9 exceeds 30 work days, the resulting temporary salary adjustment shall be retroactive to the first day of the assignment.**

### **Section 6.9— Performance Bonus**

**An employee shall be eligible to participate in the performance bonus program as outlined in procedure 35001CP subject to approval by the Board of Trustees.**

### **Section 6.10— Degree Attainment**

**An employee shall be eligible to participate in the degree attainment salary enhancement program as outlined in procedure 35001CP.**

**Effective July 1, 2013 a joint committee consisting of two union representatives, one facilities management representative and one human resources, development and engagement representative shall be established and charged with developing a list of trades certificates and licenses eligible for participation in the degree attainment salary enhancement, per procedure 35001CP.**

### **Section 6.11 – Essential Personnel Pay (EPP) for Certain Non-Exempt Employees**

**Per Montgomery College Policy & Procedure 58005, in the event a non-exempt, full-time employee is deemed essential and required to work when the College is officially closed for emergency reasons, the employee shall receive EPP premium pay. In the event a campus of the College is officially closed for emergency reasons and the employee is not reassigned to another location which remains open, and the employee is required to work at the campus closed for emergency, the employee shall receive EPP premium pay. EPP premium pay is a total of two**

and one-half (2 ½ ) times base pay. However, in no event shall an employee receive premium pay as a result of working on a furlough day. Nothing in this section shall be construed to impair Management's right to determine when the College, a campus, or any facility of the College shall be closed and to determine which employees are deemed essential.

#### **Section 6.12—Stipends**

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

#### **Section 6.13 - 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 which can be implemented within the revenues received by Montgomery College.

#### **Section 6.14— Furloughs**

In the event Management determines it is necessary to furlough employees, Management will notify the Union at least thirty days prior to the implementation of any furloughs and meet in order to discuss the procedures associated with the furlough. Management will further designate the number of furlough days to be taken (up to a maximum of 10 days per fiscal year), whether such furlough days shall be fixed or rolling, and an option for employees to mitigate the salary loss by dividing it over multiple pay periods in accordance with applicable law. The following benefits shall not be adversely affected by furlough: accrual of leave; health benefits; life insurance; and seniority.

## ARTICLE 7 - LEAVES OF ABSENCE

### Section 7.1 - Sick Leave.

#### (A) Purpose.

The purpose of this Section 7.1 is to provide the basis for and manner by which employees may be granted sick leave. Sick leave is a designated amount of compensated leave that employees may be granted when, through personal illness, temporary disability, injury or quarantine they are unable to perform their jobs. Sick leave may also be used for other excused absences such as those for medical, dental, or optical examination, or treatment. Accrued sick leave may also be granted to care for an immediate family member (defined as spouse; natural, foster, or step child; inlaws; parent, sibling, or member of the employee's immediate household), if the employee is needed to care for that family member.

#### (B) Eligibility and Accrual of Sick Leave.

Regular full time employees shall earn sick leave at a rate of 3.69 hours per eighty (80) hour pay period based upon actual hours worked or authorized leave with pay, except that sick leave shall not be earned for hours designated as Extended Professional Development leave under Section 7.5(B), Short-Term Disability leave under Section 7.9, or any form of leave designated as leave without pay. Regular parttime employees shall earn sick leave in the proportion that their work week is to a 40- hour work week. Sick leave may only be used after it has accrued, except that an employee may be advanced the unearned sick leave that would accrue during the succeeding twelve (12) months, upon recommendation of the employee's supervisor and approval of the Chief Human Resources Officer or the Chief Human Resources Officer's designee.

#### (C) Use of Sick Leave.

When use of sick leave is anticipated, an employee is required to request sick leave in advance. When the need for sick leave cannot be anticipated, the employee must notify his or her supervisor as early as possible on the day of absence. An employee may be required to notify his or her supervisor on a daily basis as to the progress of an illness and the probable date of return to work, or to provide medical documentation to support the use of sick leave that exceeds three (3) consecutive days. An employee who fails to comply with the requirements of this Section 7.1(C) will be considered absent without authorized leave unless it can be demonstrated to the satisfaction of his or her supervisor that it was physically impossible to notify the supervisor of the absence or the employee's progress toward returning to work.

If an employee's use of sick leave appears excessive or questionable to his or her supervisor, the supervisor may report this fact in writing to the appropriate administrator, or to the Chief Human Resources Officer or the Chief Human Resources Officer's designee. The Chief Human Resources Officer or the Chief Human Resources Officer's designee may require the employee to have a medical examination or to submit medical evidence confirming the necessity for the sick leave in question. Based upon the information provided, if the Chief Human Resources Officer or the Chief Human Resources Officer's designee determines that an employee has used more

sick leave than was medically necessary, the employee may be disciplined, an adjustment may be made in the amount of time designated as sick leave, and the employee may be required to provide medical documentation to support any future use of sick leave.

(D) Disposition of Sick Leave at Termination of Employment.

Unused sick leave may be carried forward from year to year. An employee with a date of hire prior to January 1, 1993, who terminates from the College with at least five (5) years of seniority shall be paid for 25% of up to one hundred-eighty (180) days of any sick leave earned but not used as of the date of termination, but in no event shall this amount exceed a total of forty-five (45) days. Employees hired on January 1, 1993 or thereafter, or employees who are terminated for cause, are not entitled to this or any other payment of sick leave under this Section 7.1. An employee who leaves the College indebted with used but unearned sick leave shall have that amount of leave deducted from his or her final paycheck, and will be required to reimburse the College for any additional amount. If, because of long-term disability or death, the indebtedness cannot be eliminated, it shall be written off.

(E) Effective July 1, 2011, a joint committee shall be established and charged with developing a pilot policy for bargaining unit members within facilities regarding the usage of sick leave.

**Section 7.2 - Family and Medical Leave.**

(A) Leave Entitlement.

An employee who has been employed by Management for 12 months and who completed 1250 hours of work during the 12-month period immediately preceding the commencement of such leave, will be entitled to up to 12 weeks of unpaid leave under the Family Medical Leave Act of 1993 ("FMLA") when designated by Management, in accordance with its provisions and the provisions of this Section 7.2. Under certain circumstances FMLA leave may be taken intermittently. FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of unpaid FMLA leave to care for a covered service member during a single 12 month period.

(B) Authorized reasons for using FMLA Leave.

An eligible employee may use FMLA leave for any of the following reasons:

1. To care for an employee's child after birth, or placement for adoption or foster care;
2. To care for the employee's spouse, son or daughter, or parent who has a serious health condition;
3. A serious health condition that makes the employee unable to perform her/his job.
4. A qualifying exigency which occurs while the employee's spouse, son, daughter, or parent who is a reservist, member of the National Guard, or retired member of the Regular Armed Forces or Reserves is on federal active duty or has received a federal call to active duty in support of a contingency operation.

5. To care for a covered service member injured or incurred a serious illness in the line of duty while on active duty.

(C) Eligibility for FMLA Leave

An employee is eligible to use FMLA leave if the employee:

1. Complies with applicable notice requirements as established by Management;
2. Provides medical certification, if requested; and
3. Has a reason to use the leave that is authorized by the Family and Medical Leave Act.

(D) Year for Purposes of Determining Leave Entitlement.

For purposes of determining an employee's leave entitlement under the FMLA, the 52-week period immediately preceding the commencement of leave under the FMLA shall be the applicable measuring period.

(E) Payment of Group Insurance Premiums During Leave.

Each employee on unpaid leave under the FMLA shall remain responsible for paying the employee share of the premium for coverage elected by the employee under Section 11.1 of this Agreement and shall directly submit to Management, not later than the employee's normal payday, the amount of premium owed by the employee, unless other arrangements are approved by Management. If the employee shall fail to timely remit premium payments under this Section 7.2, Management shall make such payments on behalf of the employee and, after the employee's return from such leave, shall deduct (from wages payable to the employee) two times the amount that would otherwise be deducted pursuant to Section 11.1 of this Agreement, until the entire amount paid by Management on behalf of the employee, during leave under this Section 7.2, has been repaid. Except as provided in the immediately succeeding sentence, if the employee fails to return to work upon the expiration of leave under this Section 7.2, any amounts paid by Management toward the premium cost of benefits provided under Section 11.1 of this Agreement (including Management's share of such premium costs), shall be a legal debt due and owing from such employee to Management, which Management may institute appropriate legal action to collect. If, upon expiration of leave under the FMLA, the employee fails to return to work for a reason set forth in Section 104(c)(2) of the FMLA, then amounts paid by Management toward the premium cost of benefits provided under Section 11.1 of this Agreement, that represented Management's share of such premium costs, shall not be a debt owed by the employee to Management.

**(F) Regular part-time employees as defined in Article 1, Section 1.3(B) who have been employed as a bargaining unit member for at least a year shall be entitled to request and receive FMLA leave as per this section.**

Section 7.3 - Military Leave.

Section 7.3 Military Leave. An employee who is a member of the National Guard or of the United States Armed Forces Reserves and who is called to duty is required to submit the



appropriate military leave form to the Chief Human Resources Office or the Chief Human Resources Officer's designee. A copy of the military or other government orders must accompany this request for leave.

(A) Short-Term Military Leave

Eligible employees will be granted special leave with pay for training purposes, not to exceed fifteen (15) calendar days in any twelve (12) month period, when required by federal or state order. In addition, such leave with pay as may be required will be granted to an employee when his reserve unit is activated by federal or state order in the event of a civil disturbance or other emergency. Any pay (less extra travel or other necessary and uncompensated expenses) received by the employee for such active duty shall be paid to Management unless the employee elects to use annual leave or leave without pay, rather than leave under this Section 7.3. If an employee fails to timely remit pay received as required by this Section 7.3, Management shall deduct the amount owed from wages payable to the employee upon the employee's return to work. If the employee fails to return to work at the conclusion of active duty, the amount owed by the employee under this Section 7.3 shall become a legal debt due and owing from such employee to Management, which Management may institute legal action to collect. If, because of death, the indebtedness cannot be eliminated, it shall be written off.

(B) Extended Military Leave

An employee who is ordered to perform military service of a nature and length that meet the requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) must notify the Office of Human Resources and be granted military leave without pay and offered reinstatement after active military service per the dictates of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and Maryland Annotated Code §2-703 of the State Personnel and Pensions Article

Section 7.4 - Bereavement Leave.

Regular full-time employees shall be entitled to leave with pay for five (5) consecutive work days, not to exceed forty (40) hours, 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, both inclusive. Regular part-time employees shall be granted bereavement leave in the proportion that their work week is to a forty (40) hour work week.

Section 7.5 - Professional Development Leave.

(A) Short Term Professional Development Leave.

An employee may be granted leave with pay for the purpose of attending off campus training and development meetings that are of fewer than six (6) work days in duration. If any such leave is

approved by Management, the employee may also be reimbursed, in whole or in part, for travel expenses incurred in attending such meeting. Application for such leave shall be submitted in writing to the employee's immediate supervisor or his or her designee at least ten (10) calendar days prior to the use of such leave.

(B) Extended Professional Development Leave.

Employees may apply for extended professional development leave that exceeds five (5) work days in duration. Such applications for leave may be granted in Management's discretion.

Section 7.6 - Personal Leave.

Regular full-time employees shall be granted leave with pay up to a maximum of twenty-four (24) hours per payroll year. Regular part-time employees shall be granted personal leave in the proportion that their work week is to a forty (40) hour work week. Personal leave may not be carried over to the next payroll year. Application for such leave must be submitted to the employee's immediate supervisor at least five (5) work days prior to the intended use of such leave, unless such leave is used for an emergency which does not permit five (5) work days' notice. No detailed explanation will be required. Such application will be denied only on the grounds that such absence would unacceptably impair the programs of the College. Any leave not used in a payroll year shall be lost at 12:01 a.m. on the first day of the first pay period to be paid in January of the succeeding payroll year.

Section 7.7 - 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. Application for leave under this Section 7.7 shall be submitted in writing to the employee's immediate supervisor, with the subpoena or court order attached, as soon as the employee is served with a subpoena or order to report for jury duty. Upon return, the employee shall submit an official statement from the court indicating the exact duration of the employee's court service. Any pay (less travel or other necessary and uncompensated expenses) received by the employee for court service shall be paid to the College unless the employee elects to use annual leave or leave without pay for the court service.

Section 7.8 - Administrative Leave.

An employee may be granted paid leave when Management determines that there is a concern for the general welfare of the employee, or when such leave is deemed to be in the best interest of the College.

Section 7.9 - Short-Term Disability Benefits.

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

An employee who has completed at least six (6) months of continuous service, who is completely unable to work on account of a sickness or accident disability not compensable under the Workers' Compensation law, and who has exhausted all credited leave shall be entitled to leave, commencing on the first day after the exhaustion of all leave available under Section 7.1 and continuing to the first anniversary of the date he or she was first unable to work on account of such disability. An employee shall be remunerated for the period of leave provided under this Section 7.9(A) in an amount equal to a percentage of the employee's regular rate, had the employee worked, in accordance with the following schedule:

<u>Length of Continuous Service</u>	<u>Percentage of Salary</u>
6 months but less than 3 years	50%
3 years but less than 10 years	60%
10 years or more	80%

An employee who is on short-term disability leave under this Section 7.9(A), when deemed appropriate by Management and upon the presentation of acceptable medical documentation, may be permitted to engage in rehabilitative work (defined as returning to work for fewer hours than the employee was regularly scheduled before leave commenced) for up to the term of the employee's short-term disability period. Management denial of permission to engage in rehabilitative work must be based on the operational needs of the College and shall not be arbitrary or capricious. An employee shall be remunerated for the period that he or she is permitted to engage in rehabilitative work pursuant to this Section 7.9(A) in an amount equal to the percentage of the employee's regular rate provided in the above schedule, plus an additional twenty (20) percent of the employee's regular rate. An employee engaged in rehabilitative work shall accrue leave on a pro rata basis and shall be permitted to use leave on a pro rata basis per the dictates of Articles 7 and 9.

**(B) Disability Compensable Under Workers' Compensation Law.**

**(1) Treatment by Designated Provider.**

An employee who has completed at least six (6) months of continuous service with Montgomery College, who is completely unable to work on account of a sickness or accident disability compensable under the Workers' Compensation law, and who is treated for such disability by the College's designated Workers' Compensation provider shall be entitled to leave commencing on the first day he or she is unable to work on account of such disability and continuing to the first anniversary of such date. An employee eligible for leave under this Section 7.9(B)(1) shall be remunerated for the period of such leave in an amount equal to one hundred percent (100%) of the regular rate that the employee would have been paid had the employee worked.

**(2) Treatment By Other Than Designated Provider.**

**(a)** An employee who has completed at least one (1) year of employment with Montgomery College, who is completely unable to work on account of a sickness or accident disability compensable under the Workers' Compensation law, who is treated for such disability by a

health care provider other than the College's designated Workers' Compensation provider, shall be entitled to leave, commencing on the first day he or she is unable to work on account of such disability and continuing to the first anniversary of such date. An employee eligible for leave under this Section 7.9(B)(2)(a) shall be remunerated on account of such sickness or accident disability in accordance with the Workers' Compensation law.

(b) Not later than seven (7) calendar days after the first day he or she is unable to work on account of the disability, an employee entitled to leave under Section 7.9(B)(2)(a) may elect, in lieu of leave under Section 7.9(B)(2)(a), to use leave accrued under, and be compensated in accordance with the provisions of, Section 7.1 of this Agreement. If an employee elects to use leave as provided in this Section 7.9(B)(2)(b), such leave must commence as of the first day the employee is unable to work on account of the disability and must continue until the employee returns to work, or the leave accrued under Section 7.1 is exhausted, whichever occurs earlier. If an employee's leave under Section 7.1 is exhausted before he or she is able to return to work, the employee shall immediately be entitled to commence leave under Section 7.9(B)(2)(a), which shall continue to the first anniversary of the date he or she was first unable to work on account of such disability.

(C) Exclusions.

Notwithstanding the foregoing, disability benefits under this Section 7.9 shall not be available for illness or accident disability resulting from or contributed to by war or any act of war, whether declared or undeclared; intentionally self-inflicted injury; or injury sustained in the commission of or having participated in committing a felony. Eligibility for disability benefits will automatically cease upon the date the employee returns to active duty with Montgomery College; the employee's seventieth (70th) birthday; the date upon which the employee retires under a Montgomery College retirement plan; the date on which the employee's employment with Montgomery College ceases; or the date on which the employee ceases to be under the care of a legally qualified physician; whichever occurs earliest. Leave and pay under this Section shall be available only for such period of time during which the employee would have been scheduled to perform assigned responsibilities.

(D) Reduction of Montgomery College Expenditure.

If the employee 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 employee qualifies for benefits under this Section, the total amount of remuneration received by the employee from such disability compensation plans plus any additional amounts payable by the College pursuant to this Section 7.9 shall not exceed the amount of pay the employee would have received under this Agreement that is attributable to the period of leave under this Section. If, during the period of such sickness or accident disability, the employee engages in any work for wage or profit, the remuneration set forth in Section 7.9(A) or (B) shall be reduced by eighty percent (80%) of the amount of such wage or profit during the time period in question.

(E) Proof of Disability.

Upon request of Management, an employee 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 employee is not completely disabled from engaging in some or all of the employee's responsibilities to Montgomery College, the employee shall be required to perform such duties as the physician designated by Management determines appropriate, unless the employee's personal physician disagrees with the opinion of the physician designated by Management; in which event, the physician designated by Management and the employee's personal physician shall select a third physician to examine the employee at Management's expense. The majority opinion of the three physicians shall prevail.

(F) No Extension of Disability Benefits Program.

The total amount of leave available under this Section 7.9, on account of any one disability, shall not extend for a period in excess of twelve (12) months. In the event an employee 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 employee 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 employee otherwise qualifies under this Section.

(G) Leave and Continuous Service Credit.

An employee shall not accrue sick leave or annual leave during the period the employee is receiving disability benefits nor shall the period of time the employee is on disability leave be counted towards satisfaction of the required probationary period.

(H) Application for Disability Benefits.

Application for disability benefits shall be submitted, on a form to be provided by Management, to the Chief Human Resources Officer or the Chief Human Resources Officer's designee. 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 employee is unable to perform any of the employee's assigned responsibilities because of such sickness or accident disability. The Chief Human Resources Officer or the Chief Human Resources Officer's designee shall establish the effective date of disability based on the form so submitted. Nothing in this Section 7.9 shall prevent the Chief Human Resources Officer or the Chief Human Resources Officer's designee from requiring that an employee provide additional medical documentation at any time during the period of disability leave, or to take additional steps to confirm an employee's disability under Section 7.9(E).

Section 7.10 – Americans with Disabilities Act

Employees may request reasonable accommodation per the dictates of the Americans with Disabilities Act, United States Code, Article 42 section 12101-12213, per the procedures established by the Office of Human Resources.

Section 7.11 - Union Business Leave.

Between December 1st and December 22nd of each year, bargaining unit members may voluntarily contribute hours of unused accrued annual leave to a Union Business Leave Bank for use by Union officials to attend to Union business. Any leave used under this procedure shall be recorded and charged in accordance with procedures agreed upon by the parties. Any unused hours contributed to the Union Business Leave Bank may be carried over to subsequent contract years up to a maximum of 650 hours. The Union shall provide the College with a current list of Union officials. The maximum number of Union officials eligible to use leave from this Bank is 21. No more than 6 Union officials shall be approved for leave during the same period of time under this provision. Any use of leave from the Union Business Leave Bank must be by written request to the immediate supervisor at least five (5) work days prior to the requested leave date and requires the written approval of the immediate supervisor and the Union President prior to the beginning of the leave.

Additionally, the College shall establish a bank of forty (40) hours of short notice Union Business Leave for use in each fiscal year. Such leave shall be utilized by the Union officials designated above in order to attend investigative interviews initiated by management or other activities related to the enforcement of the Agreement. In the event the Union official is attending a joint committee established by Management or grievance meetings with Management, no leave shall be deducted from this bank. However, a Union official must provide his or her supervisor with as much advance notice as possible and receive approval prior to utilizing the leave. All work time utilized in the performance of such activities must be appropriately accounted for per the procedures established by the Office of Human Resources.

## ARTICLE 11 - INSURANCE AND OTHER BENEFITS

### Section 11.1 - Group Health, Life, Disability, and Dental Plans Package.

(A) 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 faculty and other non-bargaining unit employees of Montgomery College shall be made available to employees. 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. Employees 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 a regular full-time employee, 75% of the actual annual premium cost for the option and coverage selected by the employee. The participating employee shall pay the remainder of the annual premium cost for the coverage and option selected.

(B) **Montgomery College shall pay, toward the annual premium cost of the option and individual coverage selected by a regular part-time employee, 75% of the actual annual premium cost for the option and coverage selected by the employee.** Montgomery College shall pay, toward the annual premium cost of the option and **family** coverage selected by a regular part-time employee, a pro-rated portion of the actual annual premium cost for the option and coverage selected by the employee, calculated by multiplying the amount equal to the percent of the actual premium cost paid to a regular full-time employee by the proportion that the regular part-time employee's work week is to a forty (40) hour work week. For employees who are regular part-time employees and who were hired in that capacity prior to January 1, 1993, Montgomery College shall pay, toward the annual premium cost of the option and coverage (individual or family) selected by such employee an amount equal to seventy-five (75%) of the premium for the lowest cost HMO plan available to employees of Montgomery College, provided that the amount shall not exceed seventy-five percent (75%) of premium cost of the plan selected by such employee. The participating employee shall pay the remainder of the annual premium cost for the coverage and option selected.

(C) 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, non-bargaining unit staff, faculty, and two (2) employees designated by the Union 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 effect 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 Union, in writing at least thirty (30) calendar days prior to their effective date, a description of such changes.

### **Section 11.2 - Tax Sheltered Annuities.**

Management shall provide employees an opportunity to purchase tax sheltered annuities from such offerors of tax sheltered annuities as Management may designate from time to time.

### **Section 11.3 - Educational Assistance Program.**

(A) Management shall provide an educational assistance program. Effective the first day of fiscal year 2014, the maximum benefit payable under the program shall be equal to **two thousand two hundred dollars (\$2,200.00)** per employee; provided that the total benefits payable under this Section 11.3 shall not exceed **two hundred seventeen thousand six hundred eighty dollars (\$217,680.00)**. **In Fiscal Year 2014**, for bargaining full-time staff enrolled in graduate or undergraduate coursework beyond the Associate's Degree level, the maximum EAP benefit can exceed the **\$2,200** by an amount such that total reimbursement would be equal to the University of Maryland College Park rate for in-state tuition and fees for graduate or undergraduate coursework, up to a maximum of **the equivalent dollar value of nine (9) credits**. All benefits provided under this Section 11.3 in any fiscal year shall be used utilized in accordance with 35001CP of the College's Policies and Procedures.

Effective the first day of fiscal year 2015, the maximum benefit payable under the program shall be equal to **two thousand three hundred and twenty dollars (\$2,320.00)** per employee; provided that the total benefits payable under this Section 11.3 shall not exceed **two hundred thirty two thousand six hundred eighty dollars (\$232,680.00)**. **In Fiscal Year 2015**, for bargaining full-time staff enrolled in graduate or undergraduate coursework beyond the Associate's Degree level, the maximum EAP benefit can exceed the **\$2,320** by an amount such that total reimbursement would be equal to the University of Maryland College Park rate for in-state tuition and fees for graduate or undergraduate coursework, up to a maximum of **the equivalent dollar value of twelve (12) credits**. All benefits provided under this Section 11.3 in any fiscal year shall be used utilized in accordance with 35001CP of the College's Policies and Procedures.

(B) Bargaining unit members shall be eligible to participate in the Reimbursement of Travel-Related Expenses for Administrators, Associate & Support Staff, and Temporary with Benefits Staff as provided by Montgomery College pursuant to 35001CP of the College's Policies and Procedures.

### **Section 11.4 - Tuition Waiver.**

Management shall provide a tuition waiver program for employees, and for the spouses and dependents of employees, covered by this Agreement.

### **Section 11.5 - Uniforms.**



Management shall provide a policy for subsidizing a portion of the cost of uniforms for those employees who are required by the College to wear a uniform. Effective the first day of the 2006 fiscal year, the amount paid to new employees shall be three hundred forty dollars (\$340.00), and the amount paid on the first pay period following an employee's anniversary date shall be two hundred **sixty five dollars (\$265.00)**

#### **Section 11.6 - Safety and Health.**

Management and the Union shall encourage employees to work in a safe manner and to cooperate with Management in maintaining College rules, policies and procedures relating to safety and health. A Joint Health and Safety Committee shall be formed with equal numbers of Management and Union, and shall meet on a monthly basis. The Joint Health and Safety Committee shall establish procedures to raise awareness, establish better communications, deal with ongoing health and safety issues and problems in a timely fashion, and develop metrics and a reporting structure.

#### **Section 11.7 – Longevity Award**

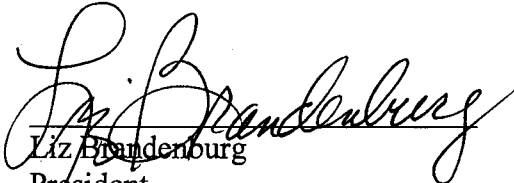
Bargaining union members shall be eligible for the Longevity Award as outlined for non-bargaining staff provided by the College pursuant to 35001CP of the College's Policies and Procedures.

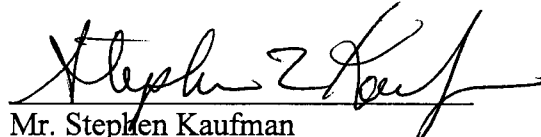
#### **Section 11.8 - Transportation-Parking Fee.**

Management and the Union have agreed to accept the recommendation of the Transportation-Parking Fee Committee dated November 22, 2004 for a transportation parking fee package. If, during the term of this Agreement, Management contemplates changes in the transportation-parking fee package, it will establish a committee consisting of equal representation among administration, non-bargaining unit staff, faculty, and the Union to review the changes and make recommendations to Management concerning such changes. After the receipt of the recommendations of such committee, Management may effect changes in the transportation-parking fee 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 Union, in writing at least thirty (30) calendar days prior to their effective date, a description of such changes.

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES, LOCAL 2380

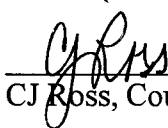
MONTGOMERY COMMUNITY  
COLLEGE

  
Liz Brandenburg  
President

  
Mr. Stephen Kaufman  
Chair, Board of Trustees

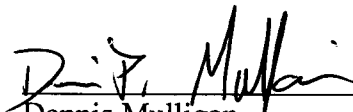
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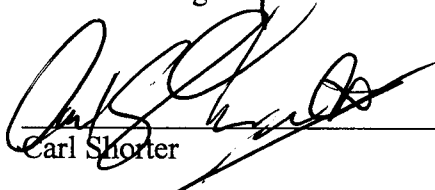
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Carl David Holcomb

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Margaret LaRocca

  
Dennis Mulligan

  
Carl Shorter

**APPENDIX ONE  
Montgomery College-Salary Schedule**

**FY11  
(Effective 7/1/09)**

<u>GRADE</u>	<u>HOURLY RATE</u>		<u>ANNUAL RATE*</u>	
	<u>MIN</u>	<u>MAX</u>	<u>MIN</u>	<u>MAX</u>
A	\$12.47	\$21.33	\$25,937.60	\$44,366.40
B	\$13.22	\$22.60	\$27,497.60	\$47,008.00
C	\$14.01	\$23.95	\$29,140.80	\$49,816.00
D	\$14.86	\$25.38	\$30,908.80	\$52,790.40
E	\$16.04	\$27.40	\$33,363.20	\$56,992.00
F	\$17.33	\$29.57	\$36,046.40	\$61,505.60
G	\$18.72	\$31.94	\$38,937.60	\$66,435.20
H	\$20.21	\$34.49	\$42,036.80	\$71,739.20
I	\$22.24	\$37.92	\$46,259.20	\$78,873.60
J	\$24.46	\$41.70	\$50,876.80	\$86,736.00
K	\$26.90	\$45.86	\$55,952.00	\$95,388.80

# Montgomery College-Salary Schedule

FY14  
(Effective September 2013)

<u>GRADE</u>	<u>HOURLY RATE</u>		<u>ANNUAL RATE*</u>	
	<u>MIN</u>	<u>MAX</u>	<u>MIN</u>	<u>MAX</u>
A	\$13.13	\$22.46	\$27,310.40	\$46,716.80
B	\$13.92	\$23.80	\$28,953.60	\$49,504.00
C	\$14.75	\$25.22	\$30,680.00	\$52,457.60
D	\$15.65	\$26.73	\$32,552.00	\$55,598.40
E	\$16.89	\$28.86	\$35,131.20	\$60,028.80
F	\$18.25	\$31.14	\$37,960.00	\$64,771.20
G	\$19.72	\$33.64	\$41,017.60	\$69,971.20
H	\$21.28	\$36.32	\$44,262.40	\$75,545.60
I	\$23.42	\$39.94	\$48,713.60	\$83,075.20
J	\$25.76	\$43.92	\$53,580.80	\$91,353.60
K	\$28.33	\$48.30	\$58,926.40	\$100,464.00

# Montgomery College-Salary Schedule

FY15

(Effective September 2014)

<u>GRADE</u>	<u>HOURLY RATE</u>		<u>ANNUAL RATE*</u>	
	<u>MIN</u>	<u>MAX</u>	<u>MIN</u>	<u>MAX</u>
A	\$13.86	\$23.71	\$28,828.80	\$49,316.80
B	\$14.70	\$25.13	\$30,576.00	\$52,270.40
C	\$15.57	\$26.63	\$32,385.60	\$55,390.40
D	\$16.52	\$28.22	\$34,361.60	\$58,697.60
E	\$17.83	\$30.47	\$37,086.40	\$63,377.60
F	\$19.27	\$32.88	\$40,081.60	\$68,390.40
G	\$20.82	\$35.52	\$43,305.60	\$73,881.60
H	\$22.47	\$38.35	\$46,737.60	\$79,768.00
I	\$24.73	\$42.17	\$51,438.40	\$87,713.60
J	\$27.20	\$46.37	\$56,576.00	\$96,449.60
K	\$29.91	\$50.99	\$62,212.80	\$106,059.20

