MONTGOMERY COLLEGE
and
THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 2380

MEMORANDUM OF AGREEMENT
March 10, 2009

The College and Local 2380 have negotiated since December, 2008 pursuant to Section 6.9 of the negotiated Agreement. The parties reached a tentative agreement on modifications to the negotiated Agreement that was subsequently ratified by the Board of Trustees of the College on March 17, 2009 and the membership of Local 2380 on March 10, 2009. Accordingly, the parties agree to make these modifications in the negotiated Agreement:

Section 6.8 – Salaries.

1. The provisions of Section 6.8 of the Agreement and the May 25, 2007 Memorandum of Agreement (MOA) are superseded and not effective for Fiscal 2010. The MOA voted on by the Union on March 10, 2009, is superseded by the terms of this Agreement.

2. There shall be no salary adjustments under Section 6.8(A) of the Collective Bargaining Agreement (CBA) in Fiscal 2010. Regular employees shall be eligible for a merit adjustment to salary on their anniversary date under Section 6.8(B) of the CBA of one hundred three percent (103.0%) of an employee's regular rate as of the first day of Fiscal 2010, based upon the employee's performance evaluation and a recommendation from the employee's immediate supervisor, provided that no employee's salary shall exceed the top of the grade level assigned to that employee's position. A merit increase will not be denied solely because an employee's performance evaluation has not been submitted.

3. An employee whose regular rate is at the top of the grade level assigned to that employee's position on the first day of Fiscal 2010, shall receive a one-time, lump sum payment of $500.00, less lawful deductions. This lump sum payment shall not be incorporated into the employee's base rate, and shall be made to employees in the first pay period of Fiscal 2010 for 12 month employees and in the first pay period of the academic year for 10 month employees.

4. In all other respects the CBA and MOA shall remain in full force and effect.

5. If it is determined that the College's financial condition in Fiscal 2010 requires the furlough of employees, the Parties agree to negotiate in good faith regarding any such furloughs. It is understood and agreed to between the Parties, however, that any such furloughs will not have an impact on an employee's retirement benefits or entitlement to the accrual of leave available under the negotiated Agreement.

6. If the College determines that the actual revenues received by the College for Fiscal 2010 require or permit additional adjustments to employee wages, the College shall notify the Union, and the Parties agree to promptly meet and negotiate in good faith in an effort to reach agreement on such changes.

For Montgomery College:

Roberta F. Shulman, Chair
Board of Trustees

April 13, 2009
Date

For Local 2380:

Elizabeth A. Brandenburg, President
Local 2380, AFSCME

March 27, 2009
Date