

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

MEMORANDUM OF AGREEMENT

May 25, 2007

The College and the Chapter have negotiated since June 1998 pursuant to Section 13.3 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 May 21, 2007 and the membership of the Chapter on March 21, 2007. Accordingly, the parties agree to make these modifications in the negotiated Agreement:

Section 6.8 - Salaries.

(A) Salary Adjustments.

- 1) Effective as of the first day of the 2008 fiscal year, the regular rate of an employee shall be calculated as one hundred four and seventy-five hundredths percent (104.75%) of the employee's 2007 fiscal year regular rate, provided that no employee's salary shall exceed the top of the grade level assigned to that employee's position, as provided in Appendix Two.
- 2) Effective as of the first day of the 2009 fiscal year, the regular rate of an employee shall be calculated as one hundred five percent (105.0%) of the employee's 2008 fiscal year regular rate, provided that no employee's salary shall exceed the top of the grade level assigned to that employee's position, as provided in Appendix Two.
- 3) Effective as of the first day of the 2010 fiscal year, the regular rate of an employee shall be calculated as one hundred five and thirty hundredths percent (105.30%) of the employee's 2009 fiscal year regular rate, provided that no employee's salary shall exceed the top of the grade level assigned to that employee's position, as provided in Appendix Two.

(B) Merit Adjustments to Salary.

Regular employees shall be eligible for a merit salary adjustment based upon their performance evaluation and a recommendation from their immediate supervisor. A merit increase will not be denied solely because an employee's performance evaluation has not been submitted. For the 2008 fiscal year, merit salary adjustments shall be one hundred three percent (103.0%) of the employee's 2007 fiscal year regular rate, provided that no employee's salary shall exceed the top of the grade level assigned to that employee's position, as provided in Appendix Two. For the 2009 fiscal year, merit salary adjustments shall be one hundred three percent (103.0%) of the employee's 2008 fiscal year regular

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Section 11.3 - Educational Assistance Program.

- 1) Effective the first day of fiscal year 2008, the maximum EAP benefit for full-time bargaining unit staff for FY08 will be \$1,670 for those not taking graduate or undergraduate coursework. For bargaining full-time staff enrolled in graduate or undergraduate coursework beyond the Associate's Degree level, the maximum EAP benefit can exceed \$1,670 by an amount such that the total reimbursement would be equal to the University of Maryland College Park rate for in-state tuition and fees for graduate or undergraduate coursework for each credit, up to a maximum of six (6) credits. The total EAP benefits payable for the bargaining unit for FY08 shall not exceed \$183,313.
- 2) Effective the first day of fiscal year 2009, the maximum EAP benefit for full-time bargaining unit staff for FY09 will be \$1,754 for those not taking graduate or undergraduate coursework. For bargaining full-time staff enrolled in graduate or undergraduate coursework beyond the Associate's Degree level, the maximum EAP benefit can exceed \$1,754 by an amount such that the total reimbursement would be equal to the University of Maryland College Park rate for in-state tuition and fees for graduate or undergraduate coursework for each credit, up to a maximum of six (6) credits. The total EAP benefits payable for the bargaining unit for FY09 shall not exceed \$192,479.
- 3) Effective the first day of fiscal year 2010, the maximum EAP benefit for full-time bargaining unit staff for FY10 will be \$1,847 for those not taking graduate or undergraduate coursework. For bargaining full-time staff enrolled in graduate or undergraduate coursework beyond the Associate's Degree level, the maximum EAP benefit can exceed \$1,847 by an amount such that the total reimbursement would be equal to the University of Maryland College Park rate for in-state tuition and fees for graduate or undergraduate coursework for each credit, up to a maximum of six (6) credits. The total EAP benefits payable for the bargaining unit for FY10 shall not exceed \$202,680.

EAP benefits for eligible part-time bargaining unit staff are prorated based on the number of hours worked.

All benefits provided under this Section 11.3 in any fiscal year shall be used only for payment of tuition, fees and required instructional materials for approved courses.

Section 6.6 - Shift Differential.

- 1) Effective the first day of the 2008 fiscal year, bargaining unit employees who are regularly scheduled to work more than 25 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 \$0.86 per hour for the period of time actually worked between those hours. No shift differential shall apply for less than one full hour worked.
- 2) Effective the first day of the 2009 fiscal year, bargaining unit employees who are regularly scheduled to work more than 25 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 \$0.92 per hour for the period of time actually worked between those hours. No shift differential shall apply for less than one full hour worked.
- 3) Effective the first day of the 2010 fiscal year, bargaining unit employees who are regularly scheduled to work more than 25 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 \$0.98 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 13.1 – Duration

(B) Reopener.

The parties expressly agree that the provisions of Section 13.1 (B) “Reopener” of the negotiated agreement are superseded by this modification until June 30, 2010. On service of written notice of intent by either party on the other party not later than September 1, 2009, negotiations can commence on changes to the Agreement to become effective on the first day of fiscal year 2011.

For Montgomery College:

For the Chapter:

Sylvia W. Crowder, Chair
Board of Trustees

Elizabeth Brandenburg
Local 2380, AFSCME

Date

Date