

**TENTATIVE AGREEMENT BETWEEN MONTGOMERY COLLEGE & AFSCME,**  
**AFL-CIO, COUNCIL 67, LOCAL 2380**

The College and the Union have negotiated in good faith since November 2010 pursuant to Article 13, Section 13.1 (B), of the collective bargaining agreement. The parties reached a tentative agreement, including modifications to the negotiated agreement and separate side letters, as follows:

**Article 6, Wages**

**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.**

**Section 6.7 - Salaries.**

**(A) Salary Adjustments & (B) Merit Adjustments to Salary.**

**There shall be no salary or merit adjustments in fiscal year 2012.**

**Notwithstanding any other provision of this agreement, in the event the financial situation changes, and the actual revenues received by the College for Fiscal 2012 require or permit additional adjustments to employee wages, or in the event cost of living, step, merit increases, or bonuses are negotiated and implemented for other employee groups at Montgomery College, Montgomery County Government, or Montgomery County Public Schools, 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, if any.**

**Section 6.10 – 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.**

**ARTICLE 13 - SCOPE OF AGREEMENT**

**Section 13.1 - Duration**

**(A) Effective Dates.**

This Agreement shall become effective July 1, 2010 and shall continue in full force and effect until June 30, 2016. 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, 2015, or September 1 of any succeeding calendar year.

**(B) Reopener.**

**1. Fiscal Year 2013 – Article 6 & Article 11**

**Notwithstanding the provisions of Section 13.1(A) of this Agreement, the parties agree to reopen this Agreement solely for the purpose of negotiating Article 6, Wages, and Article 11, Insurance And Other Benefits. Either party may provide notice to the other not later than September 1, 2011. In the event neither party provides notice, Article 6 & Article 11 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 of any succeeding calendar year.**

**Side Letter to be issued by Montgomery College re New Hire, Future Retiree Health Care effective July 1, 2011**

Employees hired on or after July 1, 2011, shall be eligible to participate in retiree health care plans in the event they are eligible to retire and are at least age 55 with the following years of service:

Years of Service	Employer Paid Premium Share
15 years	40%
20 years	50%
25 years	60%

No new dependents may be added subsequent to retirement. Nothing in this agreement shall be construed to alter eligibility requirements related to disability retirement. Nothing in this agreement shall be construed to alter the eligibility calculations employed for part-time employees in determining years of service or the pro-ration of employer paid premium share.

**Side Letter to be issued by Montgomery College re One Time Additional Paid Time Off in FY12 effective July 1, 2011 to June 30, 2012**

In Fiscal Year 2012, the College will designate three (3) additional paid days off for bargaining unit members.

**Side Letter to be issued by Montgomery College re FY12 Sustained Service Awards effective July 1, 2011 to June 30, 2012**

In the event Montgomery College administers 35001CP, X, Longevity Award, for non-bargaining associate and support staff in Fiscal Year 2012, Montgomery College shall also administer 35001CP, IX, Sustained Service Award for bargaining unit associate and support staff in Fiscal Year 2012. The award will be \$1,560.00 and will be in a lump-sum payment.

**Side Letter to be issued by Montgomery College re FY12 Furlough Days effective July 1, 2011 to June 30, 2012**

In the event Management determines it is necessary to furlough employees in Fiscal Year 2012 per Article 6, Section 6.9, bargaining unit employees shall be furloughed as follows:

Number of Furlough Days designated for bargaining unit members with annual salaries above \$40,000:	1-4 Furlough Days	5-8 Furlough Days	9-10 Furlough Days
Number of Furlough Days designated for bargaining unit members with annual salaries of \$40,000 or below:	1 Furlough Day	2 Furlough Days	3 Furlough Days

For the Union:

For the College: