

MEMORANDUM OF AGREEMENT

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 Unit 2 Classified Employees in positions included in Appendix One for the purpose of collective bargaining for wages, benefits and working conditions.

Section 1.3 - Employees in the Bargaining Unit

(A) Definition of Employee

Whenever used in this Agreement, the term "employee" shall mean classified employees with the job titles set forth in Appendix One, but excluding all employees who have access to confidential information, including budgetary and/or fiscal data subject to use by the Board in collective bargaining, law enforcement, and security personnel, and supervisory employees; employees regularly scheduled to work less than (20) hours a week.

(B) Regular Part-Time Employees

Employees who are regularly scheduled to work at least twenty (20) hours but fewer than thirty-seven and one-half (37.5) hours in a work week are regular part-time employees, and are provided certain benefits in this Agreement on a pro-rated basis, calculated based upon the proportion that their work week is to a thirty-seven and one-half (37.5) hour work week.

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ARTICLE 2 - MANAGEMENT FUNCTIONS

In accordance with the Rules and Regulations for Collective Bargaining for Classified Employees, 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 rights include, but are not limited to, all rights and prerogatives granted by applicable law, to evaluate applicants and select individuals for employment, to discipline and discharge employees for just cause, to lay off and recall employees. In exercising these rights, management shall not knowingly violate the contents of this Agreement.

ARTICLE 3 - GRIEVANCE PROCEDURE

Section 3.1-Standard Procedure

(A) Definition of Grievance

A grievance shall mean any dispute between an employee, or group of employees, and the College concerning the application of, the interpretation of, or a claimed violation of the express terms of this Agreement. It is understood that rules, regulations, policies, or practices implemented pursuant to this Agreement fall within this definition.

(B) Procedures

Step I--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 a representative of the Union may submit a written grievance to the employee's immediate supervisor. The immediate supervisor will attempt to resolve the grievance, including holding a meeting if requested by the grievant, and provide the grievant or steward with a written

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response in 15 days. (If requested by the grievant, said meeting shall include a representative from the union.) If the grievance cannot be resolved at this level the grievance may be appealed to Step 2 by the Union or the employee.

If the grievance is resolved between the employee and their supervisor, a written disposition of the grievance shall be forwarded to the Union indicating the result of the grievance.

Exception--A grievance that the Union contends is of significance to a group of employees, or that the Union contends challenges a policy or practice of the College as a whole, may begin at step 2. That grievance shall be filed within 10 days of the event giving rise to the grievance or after the grievant reasonably should have known of the event giving rise to the grievance. Management reserves the right in its discretion to refer the grievance back to step 1. The timing under this procedure then will begin at step 1 upon notification to the grievant.

Step 2--Within ten (10) days of receiving Management's answer to the grievance at Step 1, the grievance may be appealed by the Union or the employee to the Executive Director of Human Resources. The written appeal shall indicate the name of the aggrieved, the action causing the grievance, the contract provision alleged to be violated, if any, and the remedy requested by the Union or employee. Upon receipt of the appeal, a meeting shall be held within ten (10) days between the aggrieved, a representative of the Union if the grievant so chooses, and the Executive Director of Human Resources (Executive Director) or designee. The employee may represent himself during the meeting if he chooses. Upon conclusion of that meeting Management shall confirm its response to the grievance in writing within ten (10) days.

Step 3--Within ten (10) days of receiving Management's answer to the grievance at Step 2, the grievance may be appealed in writing by the Union or the employee to the President. Upon receipt of the appeal, a meeting shall be held within ten (10) days between the aggrieved, a representative of the Union if the grievant so chooses, and the President or designee. The employee may represent

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himself during the meeting if he chooses. Upon conclusion of that meeting, Management shall confirm their response to the grievance in writing within ten (10) days.

(C) Meeting Procedures -The time and location of grievance meetings shall be mutually agreed upon. All time spent by employees in the grievance procedure and traveling to a grievance meeting shall be paid at the regular rate of pay and shall be considered as time worked. Management shall supply the Union with all requested material relevant to the issue of the grievance, and the Union will be afforded the opportunity to make copies in a manner that does not interfere with the operation of the College.

(D) Time Limitations

Whenever used in this Article 3, the word "days" shall mean all days during the calendar year other than Saturdays, Sundays, and holidays listed in this Agreement. Time limits may be extended only by mutual agreement in writing of Management, the Union, and the aggrieved. If the Union or the aggrieved fail 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.

(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 3.1, Management shall furnish a copy to the Union President. A copy of any written answer of Management under Steps 1 through 3 of this Section 3.1 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 Steps 1 through 3 of the procedure set forth in this Section 3.1 by a steward designated by

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the Union unless the aggrieved employee objects. Any settlement or resolution of a grievance with an employee who elects not to have a Union representative present shall not be binding upon the Union or other persons represented by the Union.

Section 3.2 Arbitration

A grievance involving a suspension (for just cause), termination (for just cause) or demotion (for just cause) of any employee and any grievance involving the interpretation of this contract may be appealed to arbitration within ten (10) days of receiving Management's written response following Step 3 of the grievance procedure. The written appeal shall be in writing to the Executive Director.

(A) Procedure

Within ten (10) days following receipt of the written appeal letter, the Executive Director and the Union shall jointly request a panel of not less than seven (7) arbitrators from the American Arbitration Association to begin the selection process. Selection shall be made by the Union and Management alternately striking from the list. The final name shall be the arbitrator for the grievance. The striking process shall be rotated between the Union and Management.

The arbitrator shall have no authority to add to, subtract from, or modify any provision of this Agreement. The award of the arbitrator shall be final and binding and both parties agree to abide by the decision.

(B) Expense

Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the arbitrator and any other expenses relative to the procedures shall be borne equally by both parties.

ARTICLE 4 - SENIORITY

Section 4.1-Definition

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As used in this Agreement "seniority" shall mean an employee's continuous length of service for Management since his or her last date of hire as a regular employee. All time spent on leave under the Family and Medical Leave Act of 1993 shall be considered as continuous service.

Section 4.2 - Termination of Seniority

An employee's seniority shall terminate without recourse under the provisions of this Agreement for the following reasons:

(a) Discharge for cause, voluntary resignation or retirement;

(b) Failure or refusal to return to work within three (3) days of notice of recall from layoff, when such notice is provided by registered mail to the employee's last known address as reflected in his or her personnel record;

(c) Layoff or leave of absence for more than one (1) year since the employee's last day worked for Management, or a period of time exceeding the employee's seniority, whichever is less.

Section 4.3 - Seniority Roster

Management shall furnish to the Union a seniority roster of employees as of July 1 of each calendar year.

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Section 4.4 Probationary Employees

(A) Probationary Period for Newly Hired Employees

An employee shall be considered a “probationary” employee until ninety (90) days have elapsed from his or her most recent date of hire. Management may, in its sole discretion, extend the probationary period for additional time. If the probation is extended, the employee will be given written notification of the reasons for the extension, and the corrective action that is expected. Seniority shall not accrue until an employee has successfully completed his or her probationary period, at which point seniority shall become established as of the employee's last date of hire. The discipline or discharge of a probationary employee shall not be subject to the grievance procedure.

(B) Probationary Period for Promoted or Transferred Employees

An employee shall be considered a probationary employee until ninety (90) days have elapsed from his or her most recent date of voluntary promotion or transfer to another position at the College. Seniority shall not be affected by this provision. Management will attempt to return an employee who does not succeed during the probationary period to his or her prior position if a candidate has not been offered the position. In the event a position is not available at the end of the probation, the employee will receive vacancy notices and be considered for positions as a current employee for six months.

Section 4.5 - Layoff

If Management determines layoffs are necessary, the Union will be notified at least 30 days in advance as to which employees will be affected. After

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discussion with the Union, employees in the same position shall be laid off in inverse order of qualifications in order to retain the most qualified employees as determined by Management. Seniority shall be the determining factor among employees determined to be of the same relative competence in their job title. If a temporary employee is performing the same tasks as a bargaining unit employee selected for layoff, in the judgment of the College, tasks performed by the temporary employee will be assigned to a bargaining unit employee. Upon transfer of duties, the temporary employee will be laid off. The College will determine when and if it is operationally practical to do so.

An employee shall be eligible to be recalled to work by seniority within one (1) year from the date of layoff. Failure or refusal to return to work within three (3) days of notice of recall, when such notice is provided by registered mail to the employee's last known address, shall void any future recall rights within the one (1) year and shall terminate seniority without recourse.

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 Work Day

A "regular work day" shall consist of seven and one-half hours of work, exclusive of meal periods. An employee who is regularly scheduled to a work day that is not continuous, but is separated in the same day by non-work time, shall be paid a differential rate of \$.75 per hour for the entire shift.

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 workweek is established by Management, in its sole discretion.

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Section 5.4 - Regular Work Week

An employee's "regular work week" shall consist of thirty-seven and one-half (37.5) hours of work on five days in each work week.

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.

Section 5.6 - Flexible Work Week

Management may establish four (4) day work weeks for all employees within certain work groups, provided the Union and the employees are notified at least two weeks in advance.

Section 5.7 - Flexible Hours

Management may establish flexible work hours for all employees within certain work groups, provided the Union and the employees are notified at least two weeks in advance.

Section 5.8 - Shift Assignment

Shift selection shall be determined on the basis of seniority.

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.

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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. The ranges for each salary grade are attached as Appendix Two.

Section 6.3 - Wage Increases Based Upon Performance

Each employee shall be eligible for a wage increase at the beginning of each fiscal year. Increases will be based upon performance as measured on a written evaluation form. The formula for determining final distributions shall be provided to the Union and is attached as Appendix Three.

Section 6.4 - Evaluations

The employee and supervisor shall jointly establish written objectives for the employee's position by March 31 of each calendar year, which shall be measurable and attainable. The evaluation form used to rate performance shall address the objectives established at the beginning of the period. If an employee disagrees with the evaluation, the employee may file a grievance, which shall be processed through the grievance procedure, but not subject to final and binding arbitration. If an employee submits a voluntary self-evaluation, that document will remain with the evaluation form.

Section 6.5 - Implementation of Increases

An employee will receive any increase due under Section 6.3 as an addition to the regular rate, unless the addition would raise the employee above the top of the range for the appropriate grade. If the addition will put the employee above the top of the range, the employee will receive an increase in the regular rate to the top

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of the range, if applicable, and the remainder of the increase will be paid in the form of a bonus that does not increase the regular rate, and which will be paid in regular increments through the fiscal year. If the employee's regular rate is already above the top of the range, the entire increase will be paid in the form of a bonus that does not increase the regular rate, and which will be paid in regular increments through the fiscal year. Effective with merit pay increases on July 1, 2004, if an employee receives a bonus because the employee's regular rate is above the top of the range for their position, and the employee remains in that position when the next increase is due, the amount of the bonus will be calculated based upon regular rate and previous bonus amount.

Effective the first full pay period following July 1, 2008, the College agrees to provide a salary increase to otherwise eligible employees:

Merit Rating-of 2 = 2.2% plus \$125 added to base salary

Merit Rating-of 3 = 2.35% plus \$125 added to base salary

Merit Rating-of 4 = 2.5% plus \$125 added to base salary

The first pay of FY2009 will include the entire base increment of \$125. For all subsequent fiscal years, the \$125 will be included in the base salary and paid in regular bi-weekly amounts.

If any general wage increase is provided to a class of employees other than those covered by this Agreement (faculty, administrators, and Unit 1 employees), and that increase is at a higher rate for the class of employees as a whole than that provided for employees covered by the Agreement, then that same rate of increase shall be provided to employees covered by this Agreement.

Section 6.6 - Evaluation Periods

The evaluation periods for employees covered by this agreement shall be March 16 through March 15. Pay increases will be effective at the beginning of each fiscal year will be based upon the evaluation periods beginning on March 16 of each

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year. Employees hired or who enter a bargaining unit position during the fiscal year shall be evaluated at the same time as other employees for the work performed in that portion of the year.

Section 6.7 - Funding

The College shall assume an average increase of 3% under Section 6.3 in its request for funding, provided the funding authority does not advise to the contrary. If the College is advised that it should not make such a request, it will notify the Union promptly.

Section 6.8 - Other Adjustments

(A) This Article is not meant to restrict other adjustments that may be granted by the College or the funding authority. In this regard, if a cost of living adjustment is granted to College employees, it shall be afforded to bargaining unit employees under the same terms as other College employees not represented by the Union.

(B) Temporary Assignment

An employee may be temporarily assigned to perform work which includes a preponderance of duties that are at a higher grade than the position to which the employee is regularly assigned. If such a temporary assignment lasts for more than 15 consecutive workdays, the assigned employee shall receive a 3% increase wages for the duration of the temporary assignment. This payment will be retroactive to the first day of the assignment.

An employee may be temporarily assigned to perform work which includes a preponderance of duties from another position of an equal grade or lesser grade than the position to which the employee is regularly assigned. If such a temporary assignment lasts for more than 15 consecutive workdays, the assigned employee shall receive a minimum of 75 minutes of additional time pay per week (if worked) for duration of the temporary assignment. This payment does not preclude the

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employee from receiving more additional time pay or overtime for this temporary assignment for additional time worked.

This Section only applies to temporary assignments and does not affect the College's ability to make reassignments and adjustments of work that are other than temporary.

Section 6.9 - Overtime Pay.

Overtime pay for employees 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. Straight time shall be paid for all hours between thirty seven and one-half (37.5) and forty (40). 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 shall be included in the computation of overtime. An employee may elect to receive compensatory time off in lieu of overtime for hours over forty (40) in a work week. Straight time between thirty seven and one-half (37.5) and forty (40) hours will be paid, and is not eligible for compensatory time. Compensatory time off shall be at the rate of one and one-half times the hours worked in excess of 40 in a workweek. The College shall establish a uniform tracking and reporting system for compensatory time. Compensatory time off may not be accrued beyond seventy-five (75) hours for any employee. Once an employee reaches the 75 hour maximum compensatory time accrual, all hours worked in excess of 40 in a workweek must be paid at one and one-half times the employee's regular rate of pay. An employee who requests the use of compensatory time off shall be granted the time so long as the supervisor or manager determines that use of the time will not unduly disrupt the operation. An employee may request pay for accrued

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compensatory time off, which may be granted in the sole discretion of the College. Upon termination of employment, an employee shall receive pay for all unused, accrued compensatory time.

Section 6.10 - Call Back Pay

An employee 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 four hours pay or pay for all hours actually worked prior to the start of the employee's next regular work day, whichever is greater.

If an employee is called while off-duty to answer questions or provide information, the employee shall receive one-quarter hour of pay if the time spent, including Management authorized follow up, exceeds seven minutes. For each additional 15 minutes the employee will receive one-quarter hour of pay. For example, an employee who spends more than 22 minutes, including Management authorized follow up, will receive one-half hour of pay. An employee who spends more than 52 minutes, including Management authorized follow up, shall receive one hour of pay.

Section 6.11 - Differential Pay

An employee whose shift begins between noon and 11:00 p.m., or who works 75% of the workday after noon, will receive differential pay of \$.75 per hour. An employee whose shift begins between 11:00 p.m. and 5:00 a.m., or who works 75% of the workday after 11:00 p.m., will receive \$.75 per hour. An employee who works on Saturday or Sunday will receive differential pay at the same rate as that given to classified staff employees not represented by the Union.

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Section 6.12 - Wage Adjustment

(A) Promotion

An employee who is promoted from one grade to another with a higher maximum salary shall be moved to the minimum in the pay grade or receive a 3% increase, whichever is greater.

(B) Demotion

An employee who is demoted as a result of a downgrade shall be permanently red-circled. An employee who is demoted as a result of the elimination of their job shall have their salary red circled for one year.

(C) Hiring

Newly hired employees should normally be hired in the first quartile of the appropriate pay grade.

(D) Reclassification

The College's Human Resources Department shall accept Unit 2 employee's Position Questionnaires for Reclassification between December 1 and January 15 of each contract year.

Section 6.13 - Mileage Allowance

Employees who use their personal vehicle to travel outside of their assigned campus shall be paid the Internal Revenue Service standard mileage rate in effect at the time. This allowance applies when an employee is required to travel between or among any campuses or facilities of the College after the beginning of the work day and until the end of the work day.

Section 6.14 - Job Title Upgrade

Whenever in the judgment of the employee and management, job duties are added to a job title which constitutes raising the grade of that title, management will notify the union in writing 30 days in advance of the upgrade to the higher level. The employee's wages shall be adjusted on the effective date of the notice.

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ARTICLE 7 - LEAVES OF ABSENCE

Section 7.1 - Sick Leave

A full time employee accrues sick leave at the rate of one day per qualifying month during the first fiscal year of employment, and at the rate of one and one-half days per qualifying month thereafter. If a new employee or rehire has not worked at least five qualifying months during the first fiscal year, sick leave during the second fiscal year of employment will be at the rate of one day per qualifying month.

Regular part-time and ten-month employees shall accrue sick leave in proportion to their time worked. An employee must be in pay status six (6) days during a two week pay period in order to accrue sick leave benefits for that period. An employee on leave of absence does not accrue sick leave time. An employee on vacation, who has a serious illness that requires hospitalization or is of a prolonged nature, as confirmed by a physician, may choose to extend the vacation or take vacation at a later date. No employee who otherwise complies with the policies and practices of the College will be terminated until sick leave is exhausted unless the Board changes the current practice.

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 leave under the Family Medical Leave Act of 1993 ("FMLA") in accordance with its provisions and the provisions of this Section 7.2.

(B) Year for Purposes of Determining Leave Entitlement

For purposes of determining an employee's leave eligibility and entitlement the 12 month period immediately preceding the projected or actual need for leave under the FMLA shall be the applicable measuring period.

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(C) 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, the 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.

Section 7.3 - Sick Leave Donation

Each employee in the bargaining unit may donate a maximum of 15 hours of sick leave per quarter, to be credited on the next available full pay period to another employee in the bargaining unit who has exhausted all available paid leave and is entering or in a leave without pay status. The donor must be in pay status on the

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effective date of the donation. The donee may use the sick leave in accordance with the existing policy. The college will provide a form for obtaining approval from a donor, but it shall be the responsibility of the employee and the Union to locate and identify donors.

Section 7.4 - Military Leave

An employee required by State or federal law to report for training or service as a member of the National Guard or the United States Armed Forces Reserve shall be entitled to leave with pay for such purposes for a period not to exceed fifteen (15) days in any twelve (12) month period. Any employee who is called to active duty and who did not volunteer for duty, shall be paid the difference in military pay and his regular wage while on active duty. Application for such leave shall be submitted in writing to the Executive Director of Human Resources or designee as soon as the employee receives notice to report for such service or training.

Section 7.5 - Bereavement Leave

An employee shall be entitled to leave with pay for any regularly scheduled work day that the employee is absent for the death of an immediate family member [father, mother, brother, sister, husband, wife, son, daughter, grandmother (by blood, not marriage), grandfather (by blood, not marriage), stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, father-in-law, mother-in-law, daughter-in-law, son-in-law, a person residing as a member of the household where the employee lives] for five (5) business days beginning with the day of death. An employee shall be entitled to one (1) workday of leave to attend the funeral of a close relative [Grandmother-in-law, grandfather-in-law, brother-in-law, sister-in-law, uncle, aunt, niece, nephew, first cousin. Special consideration shall be given for allowing an additional day in those instances of delay of the funeral or a need to travel excessive distances, in management's sole discretion. An employee is required to report to the immediate supervisor the relationship, date of death, date

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of funeral and date or dates of absence.

Section 7.6 - 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 7.5 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.

Section 7.7 - Injury on the Job

An employee who is absent from work because of an injury on the job shall be placed on disability leave. The employee's salary shall be maintained during the period of disability up to ninety (90) calendar days from the first day of disability or to the end of the period covered by workers' compensation, whichever occurs first. Any salary reimbursement that is received through workers' compensation for the same period of time shall be returned to the Board. If the employee remains unable to work after ninety (90) calendar days, the employee shall be entitled to use accumulated sick leave on a pro rata basis in an amount needed to provide the equivalent of the employee's regular rate of pay.

Section 7.8 - Family Illness

An employee may use a portion of accrued sick leave balance for absences from work to care for a sick immediate family member. -A maximum of four (4) sick leave days per fiscal year may be designated "Family Sick." -Unused days may accrue up to a maximum eligibility of eight (8) days per year.

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Section 7.9 - Urgent Personal Business

An employee shall be entitled to a maximum of three (3) days per fiscal year for urgent personal business which cannot be scheduled during non-working hours. An urgent personal business leave day may not be taken immediately preceding or following a holiday or a vacation day. Any unused urgent personal business leave days shall be accumulated as sick leave during the next fiscal year.

Section 7.10 - Academic Leave

An employee shall be allowed one (1) paid day to attend the employee's college commencement if it occurs on a normal workday. An employee may be paid for one (1) day per year to appear for examinations for advanced degrees or professional licenses related to their employment in the sole discretion of Management.

Section 7.11 - Emergencies

When it is determined by the President that a general emergency exists of a nature that requires closing of the offices, an employee who reports as directed shall be paid at their regular rate for each hour worked, and for each hour that the employee normally would work until those hours accumulate forty (40) hours. Any work beyond that accumulation shall be compensated at one and one-half times their regular rate.

Section 7.12 - Leave Without Pay

An employee may be granted up to one year of leave without pay for unusual or imperative reasons, in the sole discretion of Management, when no other leave program is applicable.

Section 7.13 – Voting Time Off:

If an employee does not have at least two continuous, unpaid, non-working

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hours during the time the polls are open to participate in general, special, and primary elections, whether federal, state, or local, then the employee shall be paid for actual time taken to vote.

ARTICLE 8 - HOLIDAYS

Section 8.1

(A) Paid Holidays

For the purposes of this Agreement, paid holidays for employees will be as provided in the public release of the College's operating calendar. Nothing in this section shall be construed to limit management from proposing and negotiating additional holidays with the union. The currently observed holidays are Independence Day; Labor Day; Thanksgiving Day; Day following Thanksgiving; Christmas Eve; Christmas Day; New Year's Eve; New Year's Day; Martin Luther King Jr.'s Birthday (third Monday in January); Good Friday; Easter (observed on Easter Monday); and Memorial Day. If a holiday falls on Sunday, it shall be observed on the first succeeding workday. If a holiday falls on Saturday, the first preceding workday shall be observed as the holiday. If the preceding or succeeding workday is a holiday, then a workday or recess leave day as scheduled by the College shall be observed as the holiday as noted in Appendix 2.

(B) Winter and Spring Break

In addition to the holidays set forth in Section 8.1(A) of this Agreement, those days in which offices are closed during the winter (Appendix 2) and spring recess, as designated by Management in the annual operating calendar, shall be paid recess leave days for employees. An employee required to work on a day noted in Section 8.1(B) of this Agreement shall be granted a day of leave for each day so worked. Such leave must be requested and approved in advance and may not be accumulated and carried over beyond the next occurring September 1.

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Section 8.2 - Eligibility

In order to be eligible for pay under Section 8.1 of this Agreement, an employee must have been in pay status on his or her last scheduled workday before and on his or her first scheduled workday after the holiday.

Section 8.3 - Holiday Pay

Eligible full-time employees shall receive seven and one-half (7.5) hours of pay at their regular rate of pay for each holiday set forth in Section 8.1 of this Agreement. Eligible part-time employees shall be paid for holidays available under Section 8.1 for the number of hours they are regularly scheduled to work on that day.

Section 8.4 - Holiday Work

An employee who is scheduled to work, or who is called in to work, on a holiday shall receive pay at one and one-half (1-1/2) his or her regular rate for the hours actually worked.

Section 8.5 - Holiday During Vacation Period

If a holiday is observed during an employee's scheduled vacation period, the employee will not be charged annual leave for the holiday.

ARTICLE 9 - VACATIONS

Section 9.1 - Eligibility for Vacation Leave

The purpose of this Article 9 is to establish the requirements for the accumulation of and use of vacation leave by employees. Each employee who is regularly scheduled to work twenty (20) hours or more per week shall earn vacation leave.

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Section 9.2 - Accumulation of Vacation Leave

Years of Service	Accrual
Less than five (5)	5/6 day per month up to ten (10) days
Five (5) but less than ten (10)	15/4 day per month up to fifteen (15) days
Ten (10) or more	5/3 day per month up to twenty (20) days

Section 9.3 - Use of Vacation Leave

Vacation leave shall not be used during the first thirty (30) calendar days of employment. Employees shall request vacation leave at least ten (10) days before the leave is to be taken, unless annual leave is requested for an emergency situation. Management shall notify the employee of approval or denial of requested vacation within 10 business days following the request. If the employee does not receive notification within 10 business days the matter shall be brought to the attention of the Executive Director of Human Resources or designee for resolution. In emergency situations, an employee shall notify his or her supervisor as soon as possible that the employee will be unable to report for work, stating the reason for the absence and the desire to use vacation leave. In non-emergency situations, vacation may be granted with less than 10 days notice in the discretion of the supervisor. Except in emergency situations or cases where less than 10 days notice is given, as determined by Management, employees shall, upon request, be able to use at least one year's entitlement of earned vacation leave during each year. A vacation scheduled with at least 10 days notice, and approved in writing by the supervisor shall not be canceled or altered except in a bona fide emergency as reviewed and approved by the Executive Director of Human Resources. Whenever employees make a request at the same time for the same vacation period, the request, if approved, will be granted to the senior employee. Vacation leave not used in a calendar year may be accumulated up to the amount of the employee's annual leave accrual rate and carried forward to the next calendar year.

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Section 9.4 - Disposition of Vacation Leave Upon Termination

An employee who leaves employment for reasons other than termination for cause shall receive payment for earned but unused vacation leave at the time his or her employment ends, not to exceed the employee's annual vacation leave accrual rate. An employee who is terminated for cause is not entitled to payment for accrued vacation leave. Should the employee die during active employment at the college on or after July 1, 2003, the employee's full-unused vacation balance will be issued to the employee's estate. Employees shall be paid in accordance with Maryland law in all respects.

Section 9.5 - Pay Treatment for Vacation

Employees shall be paid for vacation time at their regular rate of pay, including shift differentials. Vacation time shall be counted as time worked for all purposes. Part time employees shall be paid their regular rate of pay based on their normal scheduled workweek.

ARTICLE 10 - UNION PRIVILEGES

Section 10.1 - Meeting Space

Meeting space shall be made available to the Union in accord with the procedures established by Management for other outside organizations.

Section 10.2 - Bulletin Boards

The Union shall be permitted to post notices on designated bulletin boards, provided that a copy of any posting be delivered to the Executive Director of Human Resources on or before the date of the posting.

Section 10.3 - Deduction of Dues

Upon completion of an employee's probationary period, and upon receipt of a

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dues deduction authorization in the form set forth in this Agreement at Appendix Four, voluntarily executed by the employee and submitted to the Executive Director of Human Resources, Management shall deduct each pay period the membership dues as certified in writing by the Union and remit such dues to the Union. Payroll deduction of dues can be canceled by an employee's individual written notice to the Union postmarked between the first and the fifteenth day of September of each year. The Union will then notify Management of any canceled memberships and provide the employee's original notice of resignation to the Executive Director of Human Resources no later than the 25th day of September of each year. An employee may also make a voluntary contribution to a political action committee affiliated with the Union and the College shall collect such contributions by payroll deduction in accordance with the provisions of Md. Election Law Code Annotated section 13-242, *et seq.*, or its successor. The Union shall indemnify and save the Board, its agents, personnel and students, harmless from any and all claims, and 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 10.3, and the Union assumes full responsibility for the disposition of monies deducted under this Section 10.3 as soon as they have been remitted by Management to the Union.

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Section 10.4 - Monthly Information

Management will remit amounts deducted pursuant to Section 10.3 to the Secretary Treasurer of the Union on a monthly basis, and will furnish a list of employees with information that is agreed upon between the Union and the Management of the Payroll Department.

Section 10.5 - Union Representative

With prior notification to the Executive Director of Human Resources or the authorized designee, a representative of the Union may be present on Board property.

Section 10.6 - 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 Department of Human Resources. An employee shall be given a copy of any disciplinary document entered into the personnel file within 10 business days. The employee may submit a written response to be attached to the document within 30 days.

Section 10.7 - Union Leave

(A) The Union shall be granted up to seventy-five (75) hours per year of Union leave to be used by employees to conduct Union business. An employee must give at least 24 hours notice of his intent to use this leave, and receive approval from the employee's supervisor, which will not be unreasonably withheld.

(B) An employee shall be excused on authorized leave time without pay to conduct union business, provided that the supervisor determines that the time off will not disrupt operations.

Section 10.8 - Collective Bargaining

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Management shall pay no more than one (1) employee from each campus to attend bargaining sessions that occur during the employee's regularly scheduled work day. The employee shall be paid only such time as is necessary to travel to and from the bargaining session and attend bargaining. The employee should give notice to the supervisor as early as possible so that planning can be made accordingly.

Section 10.9 - Right to Representation

Whenever an employee reasonably believes that a discussion with management is likely to lead to discipline or discharge, or whenever management conducts a meeting to announce discipline, the employee may request that the meeting not occur without the presence of the Union Representative. If management opts to proceed without the Union representative, the employee has the option not to participate in the meeting. If an employee is represented by a representative of the Union, that person is only present to counsel the employee and may not interfere with the investigation.

If management conducts an investigatory interview with the intent to consider discipline of an employee or group of employees, management shall inform the employee or employees of the right to have a Union Representative present. Showing the employee or employees this Section of the Agreement, although not the only acceptable method of advising the employee of this right, shall be sufficient notice. As the remedy if management fails to notify the employee or employees of the right to Union Representation, once the employee or employees learn of this right, or the Union learns of any discipline that results, either may request within 10 business days that the investigatory interview be repeated with Union Representation. If such a timely request is made, the disciplinary action shall be reconsidered based upon information obtained in the

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new interview without reference to or reliance upon information obtained in the previous interview.

Section 10.10 - Union Orientation

During a new employee's orientation session, a Union orientation package consistent with the tone and content of orientation materials, prepared by the Union and reviewed by Management, will be provided to the new employee. The union will have reasonable access to all new hires in positions covered by the agreement as part of the orientation of new employees.

Section 10.11 - Information to the Union

Twice during each fiscal year on the first of August and the first of February the Union shall be provided with a list of the employees in the bargaining unit to include name, social security number, job title, department, campus, and salary.

Once per year, Management shall furnish to the Union a position control listing, when available, generally by May 1 of each Fiscal year.

Section 10.12 - Board Package

The Board package placed in the library before each regular Board meeting will be provided to the President of the Union.

ARTICLE 11 - INSURANCE AND RELATED BENEFITS

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

A package consisting of group health, life, long-term disability, and dental coverage (hereinafter referred to as the "Group Insurance 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 the Community College of Baltimore County shall be made available to employees.

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The coverage available under the Group Insurance Package shall be that set forth in the group insurance contract between the Community College of Baltimore County and the carrier providing the insurance, and/or the rules and regulations adopted by the provider of the coverage. The Group Insurance Package shall be governed in all aspects in accordance with the contract between the Community College of Baltimore County and the carrier providing such insurance, and/or the rules and regulations adopted by the provider of the coverage.

The Community College of Baltimore County shall contribute toward the monthly premium cost of Group Insurance as least as much as it pays to any other group of employees not subject to an individual contract of employment. Should any change be deemed necessary, the parties will negotiate concerning the change and follow the applicable impasse procedures if no agreement is reached. Each party commits to meet diligently and actively pursue resolution of any concern in this area. The participating employee shall pay the remainder of the monthly premium cost for the coverage and option selected. Management may effect changes in the coverage provided under the Group Insurance 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.

The employee share of costs for core health coverage (including medical insurance, but excluding dental, vision, LTD and other ancillary coverages) shall not be increased for the fiscal year beginning July 1, 2008. Management agrees that it shall meet and confer whenever it is considering a change in coverage or carrier under which the core health benefits do not remain materially the same as applied in the health care industry.

Section 11.2 - Tuition Reimbursement

All benefit eligible employees who work 50% or more of the normal work

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week are eligible for reimbursement for undergraduate and graduate study after being employed by the College for at least one (1) full calendar year. Undergraduate study shall be reimbursed at a rate set by the Board of Trustees, but not less than that provided to non-represented employees. An employee must satisfactorily complete the course to be eligible for reimbursement. Maximum eligibility will be sixty (60) undergraduate credits or sixty (60) graduate credits.

The maximum number of credits for which an employee can be reimbursed during any fiscal year is twelve (12). Proof of payment will be required by the college before any reimbursement is made.

Section 11.3 - Dependents Reimbursement

An employee's dependent who meets the eligibility criteria established by the College may enroll in any credit class at the College and receive tuition reimbursement upon successful completion of the course.

Section 11.4 - Tuition Waiver

Any benefit eligible classified employee who enrolls during non-working hours in a class at one of the Community College of Baltimore County is exempt from payment of tuition if the class has at least ten (10) regularly enrolled students.

An employee who enrolls during non-working hours in a class at the College is exempt from payment of tuition. With prior supervisory approval, employees who enroll in classes which are only available during normal working hours may adjust their work schedule to attend classes.

Section 11.5 - Job Enhancement

Supervisors may excuse employees for staff development workshops conducted at the College that will enhance the employee's skills for their current job. Training shall be provided during normal work hours for skills Management determines are required to perform the job as a result of technological changes.

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Workshops shall be rotated among employees of a work group whom Management determines will benefit from the training.

Section 11.6 - Selection

All openings for positions in the unit covered by this Agreement shall be advertised on the campuses of the College and/or off campus in accordance with current employment procedures and the Affirmative Action Plan, but not less than 15 days. A vacancy shall not be filled for the period of time specified in those Employment Procedures or the Affirmative Action Plan. Employees are encouraged to apply for promotional opportunities and to bring to the attention of their supervisors and the personnel office any additional training or skills which would enhance their prospects for selection.

Any employee who possesses the qualifications on the position vacancy notice may apply, in writing, for consideration for the position. No position opening shall be filled by the College until all employees who apply and who meet the qualifications have had an opportunity to be considered for the vacant position. Unless there exists an overriding affirmative action consideration, current employees will take precedence over outside applicants for any vacancy or new position, provided that the qualifications of the employee are considered equal to or exceed those of any outside applicant and provided that the employee has a satisfactory performance and attendance record in the employee's current position and has been employed in that position for at least three months.

Where more than one internal candidate is determined to be equally well suited for the vacant position, the candidate with the best overall employment record will be selected. Where the performance and attendance records are also considered equal, the employee with the greatest seniority will be selected.

Employees who are found to be not qualified for a specific position shall be notified of the disqualifying factors so that they may take steps to correct same. No transfer of an employee may be considered during his/her probationary period.

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Section 11.7 - Safety and/or Health Reviews

Management and the Union mutually recognize the need for a work environment in which safe operations can be achieved in all phases of work. Management and two representatives of the Union agree to meet quarterly to review problems that were brought to their attention affecting the safety and/or health of an employee in an attempt to resolve the issue and to develop workshops dealing with various safety and health issues in the workplace.

ARTICLE 12 - STRIKES AND LOCKOUTS

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.

Section 12.3 - No Lockout

Management shall not lock out employees.

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ARTICLE 13 - NON-DISCRIMINATION

In the administration of this Agreement, neither Management nor the Union shall discriminate against any employee because of that employee's race, color, religion, sex, national origin, age, sexual orientation, marital status, union membership, status as an individual with a disability, or other protected status in accordance with applicable law.

ARTICLE 14 - SCOPE OF AGREEMENT

Section 14.1 - Duration and Effective Dates

This Agreement shall become effective as of July 1, 2008 and shall continue in full force and effect until June 30, 2012. 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 February 1, 2012 or February 1 of any succeeding calendar year.

Section 14.2 - 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.

Section 14.3 - 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 there is an obligation to bargain, and that all understandings and

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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.

Management or the Union may reopen this Agreement solely to negotiate concerning implementation of a step and grade salary system for the fiscal year beginning July 1, 2009. Negotiations shall be limited to Contract Sections 6.2, 6.3, 6.4, 6.5, 6.7, 6.12 and any new contract sections necessary to effectively implement a step and grade salary system. The party seeking the reopener shall serve written notice of intent to do so on the other party not later than January 31, 2009. If no agreement is reached, the impasse procedures of the applicable Rules and Regulations shall be followed. Any amendments or changes that result shall become effective no earlier than July 1, 2009.

The parties sign this Memorandum of Agreement this 18th day of June, 2008.

Communications Workers of America

By: _____
Jimmy Tarlau
District 2 Representative

By: _____
John Bachelor
President, CWA Local 2111

The Community College of Baltimore County

By: _____
Thomas M. Ligan, Esq.
Chairman of the Board of Trustees

By: _____
Sandra L. Kurtinitis, Ph.D.
President