

AGREEMENT

BETWEEN

PRINCE GEORGE'S COMMUNITY COLLEGE

and

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL

EMPLOYEES, MARYLAND COUNCIL 67,

and

PRINCE GEORGE'S COMMUNITY COLLEGE

EMPLOYEES LOCAL 1646, AFL-CIO

from

July 1, 2020

through

June 30, 2023

TABLE OF CONTENTS

ARTICLE 1 – PREAMBLE AND DEFINITION OF THE PARTIES 1
 Section 1.1 – Preamble 1
 Section 1.2 – Exclusive Representative 1
 Section 1.3 – College Defined 1
 Section 1.4 – Employee Defined 1
ARTICLE 2 – MANAGEMENT FUNCTIONS 1
ARTICLE 3 – NON DISCRIMINATION 2
ARTICLE 4 – SENIORITY, THE TERMINATION OF SENIORITY, AND
 PROBATIONARY PERIODS 2
 Section 4.1 – Definition 2
 Section 4.2 – Termination of Seniority 2
 Section 4.3 – Seniority Roster and Other Information 3
 Section 4.4 – Probationary Employees 3
 (A) Probationary Period for Newly Hired Employees 3
 (B) Probationary Period for Promoted or Transferred Employees 3
ARTICLE 5 – UNION PRIVILEGES 4
 Section 5.1 – Bulletin Boards 4
 Section 5.2 – Meeting Space and Food Services 4
 Section 5.3 – Campus Mail 4
 Section 5.4 – Local Union Officers 4
 Section 5.5 – Council 67 Representative 4
 Section 5.6 – Stewards 4
 Section 5.7 – Union Business Leave 5
ARTICLE 6 – VACANCIES, PROMOTIONS, AND TRANSFERS 6
 Section 6.1 – Vacancies 6
 Section 6.2 – Temporary Assignments 6
 Section 6.3 – Promotions 6
 Section 6.4 – Transfers 7
 Section 6.5 – Compensation Review 7
ARTICLE 7 – LAYOFF, REDUCTION IN FORCE, RECALL AND FURLOUGHS 7
 Section 7.1 – Layoffs and Reductions in Force 7
 Section 7.2 – Recall 8
 Section 7.3 – Furloughs 8
ARTICLE 8 – HOURS OF WORK 8
 Section 8.1 – Work Day 8
 Section 8.2 – Work Week 9
 Section 8.3 – Hours Worked 9
 Section 8.4 – Late Arrival 9
ARTICLE 9 – WAGES 9
 Section 9.1 – Purpose of Article 9
 Section 9.2 – Regular Rate 10
 Section 9.3 – Overtime Pay 10

(A) Regular Overtime	10
(B) Premium Overtime	10
Section 9.4 – Call Back Pay	10
Section 9.5 – Pay Schedule.....	10
Section 9.6 – Shift Differential.....	11
Section 9.7 – Salaries.....	11
ARTICLE 10 – ANNUAL LEAVE.....	11
Section 10.1 – Eligibility for Annual Leave	11
Section 10.2 – Accumulation of Annual Leave.....	11
Section 10.3 – Use of Annual Leave	12
Section 10.4 – Rate of Pay.....	12
Section 10.5 – Holidays Occurring During Annual Leave	12
Section 10.6 – Sick Leave During Annual Leave.....	12
Section 10.7 – Disposition of Annual Leave Upon Termination	12
ARTICLE 11 – HOLIDAYS	12
Section 11.1 – Paid Holidays.....	12
(A) Regular Holidays.....	12
(B) Winter and Spring Recess	13
Section 11.2 – Eligibility	13
Section 11.3 – Holiday Pay.....	13
Section 11.4 – Holiday Work	13
Section 11.5 – Holiday During Annual or Sick Leave	13
ARTICLE 12 – SICK LEAVE	14
Section 12.1 – Scope	14
Section 12.2 – Eligibility and Accrual of Sick Leave.....	14
Section 12.3 – Use of Sick Leave.....	14
Section 12.4 – Disposition of Sick Leave at Termination of Employment	15
Section 12.5 – Sick Leave Bank	15
ARTICLE 13 – OTHER LEAVE	15
Section 13.1 – Personal Leave.....	15
Section 13.2 – Family and Medical Leave.....	15
(A) Leave Entitlement	15
(B) Year for Purposes of Determining Leave Entitlement	16
(C) Payment of Group Insurance Premiums During Leave.....	16
Section 13.3 – Military Leave.....	16
(A) Short-Term Military Leave	16
(B) Extended Military Leave	17
Section 13.4 – Bereavement Leave.....	17
(A) Personal Bereavement Leave	17
(B) Departmental Bereavement Leave.....	17
(C) Institutional Bereavement Leave	17
Section 13.5 – Professional Leave.....	17
Section 13.6 – Judicial Leave	18

Section 13.7 – Administrative Leave.....	18
Section 13.8 – Workers’ Compensation Leave	18
Section 13.9 – Extended Leave	18
Section 13.10 – Universal Leave for Part-Time Employees.....	19
ARTICLE 14 – INSURANCE AND OTHER BENEFITS	19
Section 14.1 – Group Health, Life, Disability, Vision, Prescription and Dental Plans Package.....	19
Section 14.2 – Tax Sheltered Annuities	19
Section 14.3 – Tuition Assistance Program.....	20
Section 14.4 – Tuition Waiver.....	20
ARTICLE 15 – DISCIPLINE AND DISCHARGE.....	20
Section 15.1 – Discipline.....	20
Section 15.2 – Suspensions Without Pay and Discharge	20
Section 15.3 – Union Representation	20
Section 15.4 – Administrative Leave During Investigation.....	21
Section 15.5 – Consideration of Prior Discipline	21
ARTICLE 16 – GRIEVANCE PROCEDURE.....	21
Section 16.1 – Standard Procedure.....	21
(A) Definition of Grievance.....	21
(B) Procedures	21
(1) Informal resolution of grievance.....	21
(2) Step 1 – Supervisor	21
(3) Step 2 – Next Level Supervisor	22
(4) Step 3 – Human Resources	22
(5) Step 4 – Arbitration.....	22
(C) Written Presentation.....	22
(D) Union Representation.....	23
(1) Copies of Written Grievances.....	23
(2) Representation at Grievance Meetings.....	23
Section 16.2 – Arbitration in Cases of Suspension Without Pay and Discharge.....	23
(A) Election of Arbitration	23
(B) Selection of Arbitrator.....	23
(C) Jurisdiction of Arbitrator	24
(D) Fees and Expenses of Arbitration	24
Section 16.3 – Advisory Arbitration.....	24
(A) Election of Advisory Arbitration.....	24
(B) Advisory Arbitrator Selection Committee.....	25
(C) Selection of Advisory Arbitrator	25
(D) Jurisdiction of Advisory Arbitrator.....	25
(E) Fees and Expenses of Advisory Arbitration	25
(F) Decision of the Associate Vice President of Human Resources and Organizational Development or Designee.....	25
Section 16.4 – Time Limitations	26

Section 16.5 – Method of Delivery.....	26
ARTICLE 17 – PERSONNEL FILES	26
ARTICLE 18 – UNIFORMS AND OTHER EQUIPMENT	27
Section 18.1 – Uniforms.....	27
Section 18.2 – Safety Shoes.....	27
ARTICLE 19 – COOPERATION	27
Section 19.1 – Joint Committee.....	27
Section 19.2 – Safety and Health.....	27
ARTICLE 20 – UNION DUES, FEES AND DEDUCTIONS	28
Section 20.1 – Deduction of Dues	28
(A) Payroll Deduction Authorization	28
(B) PEOPLE Deductions	28
(C) Form of Dues Deduction Authorization.....	28
(D) Indemnification	29
ARTICLE 21 – NO STRIKE/NO LOCKOUT.....	29
Section 21.1 – No Strikes	29
Section 21.2 – Enforcement of No Strike Pledge.....	29
Section 21.3 – No Lockout	29
ARTICLE 22 – SCOPE OF AGREEMENT	30
Section 22.1 – Duration	30
(A) Effective Dates	30
(B) Reopeners	30
Section 22.2 – Failure to Achieve Projected Revenues.....	30
Section 22.3 – Severability.....	30
Section 22.4 – Scope of Agreement	31

APPENDIX ONE

JOB TITLES OF EMPLOYEES IN THE BARGAINING UNIT

APPENDIX TWO

WAGE ADJUSTMENT

APPENDIX THREE

STAFF SALARY SCHEDULE

ARTICLE 1 – PREAMBLE AND DEFINITION OF THE PARTIES

Section 1.1 - Preamble.

This Collective Bargaining Agreement is entered into by and between the Board of Trustees of Prince George's Community College (the "Board") and Maryland Council 67 of the American Federation of State, County and Municipal Employees and Prince George's Community College Employees Local 1646, AFL-CIO (the "Union").

Section 1.2 - Exclusive Representative.

The Board recognizes the Union as the exclusive representative of the employees defined in Section 1.4 of this Article, for the purpose of collective bargaining.

Section 1.3 - College Defined.

Whenever used in this Agreement, the term "the College" shall mean the Board and/or the administrative staff designated by the Board to implement and administer the Board's policies.

Section 1.4 - Employee Defined.

Whenever used in this Agreement, the term "employee" shall mean College police, environmental services, maintenance, admissions and records, nursing, facilities staff and administrative support employees of Prince George's Community College with the job titles set forth in Appendix One, but excluding all employees directly involved in the determination of policy, supervisors and confidential employees, as defined in Section 16-414.1(A)(6) and (17) of the Education Article of the Annotated Code of Maryland (the "Act"). Individuals employed in positions pursuant to the Student Support Services grant are included in the bargaining unit. Casual employees who are regularly scheduled to work fewer than ten (10) hours a week are excluded from the bargaining unit. Management and the Union agree to the formation of an ad hoc committee consisting of three (3) members of Management and three (3) members of the Union for the purpose of discussing whether newly created positions and/or existing positions at the College should be included or excluded from the bargaining unit. Unless otherwise agreed, the committee will meet twice annually.

ARTICLE 2 – MANAGEMENT FUNCTIONS

The College has the right to determine how the statutory mandate and goals of the College, including the functions and programs of the College, its overall budget, and its organizational structure, are to be carried out; and to direct College personnel. The College has the right to determine the academic calendar, the financial policies, to introduce new research and operational methods, and authorize all programs to be offered by the College.

ARTICLE 3 – NON DISCRIMINATION

The College and the Union shall comply with the provisions of all applicable laws forbidding discrimination against or in favor of any employee on account of sex, age, race, color, religion, national origin, ancestry, marital status, sexual orientation, or status as a qualified individual with a disability, qualified disabled veteran, or Vietnam-era veteran. Notwithstanding any other provision of this Agreement, the College shall have the right to take all actions necessary to comply with federal, state, and local disability law, including but not limited to the authority to take actions deemed to be reasonable accommodations. Alleged violations of this Article 3 shall not be subject to the Grievance Procedure of Article 16, but shall be addressed by the Affirmative Action Officer, or the Affirmative Action Officer's designee. Nothing in this Agreement shall preclude an employee from exercising rights available under federal, state, or local laws prohibiting employment discrimination.

ARTICLE 4 – SENIORITY, THE TERMINATION OF SENIORITY, AND PROBATIONARY PERIODS

Section 4.1 - Definition.

As used in this Agreement, "seniority" shall mean an employee's continuous length of service for the College since his or her last date of hire as a regular employee.

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 (unless reinstated without loss of seniority through the grievance procedure), voluntary resignation or retirement;
- (b) Failure or refusal to return to work within five (5) scheduled work 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) Absence for three (3) consecutive scheduled work days without notifying the College during the absence (unless physically impossible to do so) of an illness or accident preventing the employee from working (as evidenced by certification of a medical doctor if requested by the College), or other satisfactory reason for such absence;
- (d) Layoff or leave of absence for more than one (1) year since the employee's last day worked for the College, or a period of time exceeding the employee's seniority, whichever is less.

Section 4.3 - Seniority Roster and Other Information.

The College shall furnish to the Union monthly a list, in Excel or equivalent format, of all employees in the bargaining unit. This list shall provide the name, job title, pay grade, position number, work location, bi-weekly dues amount, by-weekly P.E.O.P.L.E. deduction, and rate of pay of each bargaining unit employee. The College shall also provide to the Union quarterly a list of changes in bargaining unit positions that involve new hires, lateral transfers, leaves of absence, separations, promotions and retirements. This Section 4.3 shall not be the subject of a grievance under Article 16 of this Agreement.

Section 4.4 - Probationary Employees.

(A) Probationary Period for Newly Hired Employees.

An employee shall be considered a “probationary” employee until six (6) months have elapsed from his or her most recent date of hire. 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 the subject of a grievance under Article 16 of this Agreement. An employee cannot be transferred or promoted to another position at the College while in probationary status.

(B) Probationary Period for Promoted or Transferred Employees.

An employee shall be considered a “probationary” employee until ninety (90) calendar days have elapsed from his or her most recent date of promotion or transfer to another position at the College. The probationary period may be extended by mutual agreement for a period not to exceed ninety (90) calendar days. Probationary status under this Section 4.4(B) shall not affect an employee’s seniority. An employee cannot transfer or be promoted to another position at the College while in probationary status and until at least six (6) months have elapsed since his or her most recent date of promotion or transfer. If an employee is transferred or promoted to another bargaining unit position, the employee may request to return to his or her former position within ten (10) work days of the transfer or the promotion, provided that the employee’s former position remains available, has not been filled at the time the request is made, and the employee’s former supervisor approves.

ARTICLE 5 – UNION PRIVILEGES

Section 5.1 - Bulletin Boards.

With the prior approval of the Associate Vice President of Human Resources and Organizational Development, the Union shall be permitted to post notices on designated Prince George's Community College bulletin boards. Such permission shall not be unreasonably withheld.

Section 5.2 - Meeting Space and Food Services.

Prince George's Community College meeting space and food services shall be made available to the Union in accord with the procedures established by the College for Prince George's Community College organizations.

Section 5.3 - Campus Mail.

The Union shall be permitted to use the Prince George's Community College campus mail system to communicate with employees and with the College. The Union shall be permitted to use the College's email system, through a listserv, only to notify bargaining unit members of meetings, announcements, or training sessions.

Section 5.4 - Local Union Officers.

A list of Local 1646 officers elected or designated by members of the Union shall be provided to the College. The Union shall notify the College of any changes in office holders within ten (10) working days of such change. The College shall contact the Local President, or designee, regarding issues pertaining to the administration of this Agreement.

Section 5.5 - Council 67 Representative.

With prior notification to and approval from the Associate Vice President of Human Resources and Organizational Development, the representatives of Council 67 assigned to Local 1646 may be present on Prince George's Community College property to attend to matters related to the administration of this Agreement.

Section 5.6 - Stewards.

The College will recognize two stewards, two alternate stewards, and the Union president (or designee) to investigate and adjust grievances, process appeals, and for meetings with a grievant or with the College. The alternate stewards shall act only when a steward is on approved leave or has not obtained approval to leave his or her work location. The stewards and the Union president recognize that their primary responsibility during work hours is to Prince George's

Community College and to their work for Prince George's Community College. The stewards and the Union president (or designee) shall be permitted to leave their jobs during work hours, without loss of pay, for the purpose of attending grievance meetings, including grievance meetings at other College locations, provided that the stewards and the Union president (or designee) shall not leave their work locations to attend to these matters without first obtaining approval from their supervisors. The Union shall notify the Associate Vice President of Human Resources and Organizational Development, or designee, of the name of the stewards and alternate stewards, and shall notify the College of any change in the designation of the stewards or alternate stewards within ten (10) working days of such change.

Section 5.7 - Union Business Leave.

The College will grant eight (8) hours of paid union business leave per fiscal year to each of the five (5) employees designated as members of the Local Union's executive board by the Union. An employee may transfer his or her union business leave hours to another employee who is a member of the Local Union's executive board by providing written notice to the Associate Vice President of Human Resources and Organizational Development. No more than a total of 40 hours of union business leave may be used in a fiscal year by an individual employee or combination of employees. Union business leave does not carry over from year to year. Union business leave may be used only for attending official functions, seminars, and conventions sponsored by the Union.

An employee eligible to request union business leave must provide a written request to his or her immediate supervisor, with a copy to the Associate Vice President of Human Resources and Organizational Development, at least 30 calendar days prior to the requested leave date and must include an explanation of the reason for the leave. The scheduling of the leave must be approved by the employee's immediate supervisor and the Associate Vice President of Human Resources and Organizational Development, or designee, before the employee may take the leave.

Only one (1) employee from a department may use union business leave at a given time. Union business leave is not permitted during College enrollment, registration, or commencement, and other restricted periods, as determined by the College. An employee who has received discipline of a written warning or greater discipline during the year preceding the leave request is not eligible for union business leave.

ARTICLE 6 – VACANCIES, PROMOTIONS, AND TRANSFERS

Section 6.1 - Vacancies.

The College shall determine, in its discretion, whether to attempt to fill a vacancy in a bargaining unit position through an internal selection process or through an internal/external selection process. Employees may apply for bargaining unit positions that are to be filled through either type of selection process. The procedure set forth in this Section 6.1 shall apply if the College attempts to fill a vacancy in a bargaining unit position solely through an internal selection process. If a vacancy occurs in a bargaining unit position that the College intends to fill other than by transfer or by temporary appointment, a notice of such vacancy shall be distributed to all College locations. Any employee who desires to be considered for the vacancy shall submit a written application to Human Resources within the time frame specified. Qualifications and the factors involved in the selection shall be determined by the College in its discretion. If there are four or more applicants from the bargaining unit who are determined to be qualified and recommended for consideration, the selection will be made from this group. If the College determines that qualifications and factors are equal between employees, the employee having the greatest seniority shall be selected. If, in the College's discretion, none of the internal candidates meet the qualifications and factors necessary for the position, nothing shall preclude the College from deciding not to select any candidate and to re-advertise the position for an internal/external selection process, or to not fill the position. Any grievance filed under this Section 6.1 shall be heard by the supervisor (at Step 1) and the next level supervisor (at Step 2) in the area in which the vacancy occurred.

Section 6.2 - Temporary Assignments.

The College may require an employee to work in a temporary assignment in a bargaining unit position that is at least one grade level higher than the position held by the employee. When an opportunity for a temporary assignment exists, and the College determines that qualifications and factors are equal between employees, the employee having the greatest seniority shall first be offered the temporary assignment opportunity. Upon assignment pursuant to this Section 6.2, the employee shall receive a temporary salary adjustment of an increase of four percent (4%) of the employee's regular hourly rate or to the grade minimum rate, whichever is greater, for the remainder of the temporary assignment.

Section 6.3 - Promotions.

Promotion shall mean the advancement of an employee from one bargaining unit position to a vacant position with a higher grade in the bargaining unit. Promotion opportunities shall be posted on-line where notices to employees are customarily posted.

Section 6.4 - Transfers.

An employee who desires and is qualified for a vacant position in the bargaining unit must apply for a transfer to that position. If the College determines that qualifications and factors are equal between employees, the employee having the greatest seniority shall be selected. If the College determines that a transfer is in the best interests of the College, an employee may be transferred. Nothing shall preclude the College from transferring employees involuntarily when the transfer is deemed by the College to be in the best interests of the College. Written notice of the reason for the transfer, work location, transfer date, and estimated end date if any, will be provided to the employee and the Union.

Section 6.5 - Compensation Review.

On or after September 1, 2020, an employee who believes that his or her job grade or classification should be modified as the result of a change in job duties may request, in writing to the employee's supervisor, the area vice president, and the HR Director, Compensation, Classification, Benefits, and Policy, a compensation review. As part of the review, the compensation reviewer may meet with the employee and a representative from the Union, if requested by the employee. Compensation reviews will be conducted within 30 work days of the employee's request. The College's decision regarding the compensation review will include an explanation of the decision. The College's decision regarding the compensation review is final, and will be issued no later than 60 work days after the completion of the compensation review. If the College determines that an adjustment should be made as a result of the compensation review, the adjustment will be effective as of the date the employee submitted the compensation review request. The deadlines in this Section may be extended by mutual agreement between the College and employee. Such agreement shall not be unreasonably withheld.

ARTICLE 7 – LAYOFF, REDUCTION IN FORCE, RECALL AND FURLOUGHS

Section 7.1 - Layoffs and Reductions in Force.

Solely for the purpose of this Article 7, employees will be grouped in the following pools: Teaching, Learning and Student Success; Student Affairs; Workforce Development & Continuing Education; Enterprise Technology; Facilities; College Police; Grant Funded positions; Administrative and Financial Services; and the President's Office. If the College determines layoffs are necessary, the Union will be notified as to which pool(s) will be affected, and the anticipated number of employees in each pool affected, at least thirty (30) calendar days before the layoffs occur ("notice period"). Employees shall be laid off in inverse order of qualifications in order to retain the most qualified employees as determined by the College. Seniority shall be the determining factor among employees determined to be of the same relative competence (through consideration of performance evaluations, disciplinary records, and attendance records), in order to retain the most qualified employees as determined by the College. If the College determines

that bargaining unit positions will be eliminated through a reduction in force, the College shall attempt to reassign affected employees before layoff. No full time employee shall be laid off while an employee in temporary or probationary status, or a regular part-time employee, remains in the same job title. No regular part-time employee shall be laid off while an employee in temporary or probationary status remains in the same job title.

If a bargaining unit position becomes vacant during a notice period, the College will internally post the vacancy for 10 calendar days.

Section 7.2 - Recall.

Employees on layoff pursuant to Section 7.1 shall be eligible to be recalled in inverse order of layoff by job title for the time period provided in Section 4.2(d) of this Agreement. No new employee shall be hired into a position from which an employee has been laid off unless the laid off employees in that job title have been first notified of the opportunity for recall pursuant to Section 4.2(b) of this Agreement.

Section 7.3 - Furloughs.

Furloughs are temporary periods of non-work/non-pay status. If the College determines that a furlough is necessary, the College will promptly meet and confer with the Union about this decision and the way in which the College plans to implement the furloughs. Employees covered by this Agreement will be subject to the same furlough requirements as other employees of the College. Furloughs will not affect seniority, leave, or health benefits provided under this Agreement.

ARTICLE 8 – HOURS OF WORK

Section 8.1 - Work Day.

A regular work day shall consist of seven and one half (7.5) hours of work, exclusive of meal periods, in a period of twenty-four (24) consecutive hours for all employees except for maintenance, facilities, and environmental services employees and College police officers. For maintenance, facilities, and environmental services employees and College police officers, a regular work day shall consist of eight (8) hours of work, exclusive of meal periods, in a period of twenty-four (24) consecutive hours. Supervisors will grant rest periods of fifteen (15) minutes during each half day period of a work day, provided that the total amount of time used by an employee for meal and rest periods shall not exceed one (1) hour per work day.

Section 8.2 - 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 the College, in its sole discretion. 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 for all employees except maintenance, facilities, and environmental services employees and College police officers. For maintenance, facilities and environmental services employees and College police officers, a regular work week shall consist of forty (40) hours of work on five days in each work week. Changes in work week will not be arbitrary.

Section 8.3 - 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 College as to hours worked per day, per week, or per year. If the College determines that a modification of scheduled hours of work beyond ten (10) consecutive work days is necessary, an affected employee will be provided with notice of the change in work hours at least twenty (20) work days before such modification takes place. Twenty (20) work days advance notice is not required for modifications resulting from declared local or statewide emergencies. Changes in work week shall not be arbitrary.

Section 8.4 - Late Arrival.

Employees recognize that they have an obligation to report to work at their scheduled start time. Employees who report to work less than fifteen (15) minutes after their scheduled start time will not have their pay reduced for lateness; however, this is not a grace period and the College may discipline employees for arriving to work after their scheduled start time.

ARTICLE 9 – WAGES

Section 9.1 - 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 the College'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 the College to any employee of hours of work per day, per week, or per year.

Section 9.2 - Regular Rate.

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

Section 9.3 - Overtime Pay.

An effort shall be made to ensure the equitable distribution of overtime consistent with the efficiency of operations as determined by the College. 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 (including any Call Back hours under Section 9.4) shall be included in the computation of overtime.

(A) Regular Overtime.

Regular overtime pay 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) Premium Overtime.

Premium overtime pay, computed at the employee's regular rate plus one and one-half (1-1/2) times the employee's regular rate, shall be paid to employees called upon to provide services during a College declared emergency situation. Emergency situations may include, but are not limited to, broken pipes, HVAC failures, inclement weather, and power outages.

Section 9.4 - 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 be paid 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.

Section 9.5 - Pay Schedule.

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

Section 9.6 - Shift Differential.

A shift differential is only available when 90% or more of an employee’s regularly scheduled hours fall within a shift differential period. Employees regularly scheduled to work on the evening shift (1:00 -10:00 pm) shall receive a shift differential of four percent (4%) above their regular rate while assigned to the evening shift. Employees regularly scheduled to work on the night shift (10:00 pm - 5:00 am) shall receive a shift differential of eight percent (8%) above their regular rate while assigned to the night shift. A shift differential will be applied even if an employee’s regular rate is at the maximum level for the position.

Section 9.7 - Salaries

For Fiscal Year 2021, there will be no wage adjustment or modification of the salary scale.

ARTICLE 10 – ANNUAL LEAVE

Section 10.1 - Eligibility for Annual Leave.

The purpose of this Article 10 is to establish the requirements for the accumulation of and use of annual leave by full time employees. Part time employees are not eligible for annual leave.

Section 10.2 - Accumulation of Annual Leave.

Full time employees earn annual leave per pay period. An employee will earn annual leave on the following schedule:

<u>Years of Service</u>	<u>Days Per Year</u>
Less than 4	10
4 but less than 15	16
15 or more	21

For Fiscal years on or after June 30, 2008, an employee may carry forward unused annual leave up to but not more than twenty-five (25) days. Any leave in excess of the maximum amount carried forward to the next fiscal year shall be lost at 12:01 a.m. on July 1 of each fiscal year, provided that, in exceptional circumstances, the College in its sole discretion may permit an employee to carry forward leave for an additional period of time. An employee in pay status for seven (7) or more days in a pay period shall earn all annual leave available for that pay period. An employee in pay status for five (5) or six (6) days in a pay period shall earn one-half (½) of the annual leave available for that pay period. An employee in pay status for four (4) or fewer days in a pay period shall earn no annual leave for that pay period.

Section 10.3 - Use of Annual Leave.

Annual leave shall not be used during the time an employee is in probationary status. Employees shall request annual leave at least ten (10) calendar days before the leave is to be taken, unless annual leave is requested for a single day, two consecutive work days, or for extraordinary circumstances. When leave is requested for a single day, two consecutive work days, or for extraordinary circumstances, 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 annual leave. Leave denied must be denied in writing within three (3) work days of receipt of a request for leave.

Section 10.4 - Rate of Pay.

Employees shall be paid for annual leave at their regular rate, including any shift differential.

Section 10.5 - Holidays Occurring During Annual Leave.

Paid Holidays that occur during a period of annual leave are not charged as annual leave.

Section 10.6 - Sick Leave During Annual Leave.

An employee may apply to use sick leave during a period of annual leave, and if such leave is approved, annual leave shall not be charged for any period for which sick leave is charged.

Section 10.7 - Disposition of Annual Leave Upon Termination.

An employee who leaves employment shall be entitled to payment for any earned but unused annual leave. An employee who is terminated for cause is not entitled to payment for accrued annual leave.

ARTICLE 11 – HOLIDAYS

Section 11.1 - Paid Holidays.

(A) Regular Holidays.

Paid Holidays for employees will be granted as approved by the Board of Trustees each Fiscal year. If a holiday falls on a Saturday, it will be observed on the preceding workday. If a holiday falls on a Sunday, it will be observed on the following workday. If the preceding or following workdays are holidays, the College will designate a workday to be observed as the holiday.

(B) Winter and Spring Recess.

In addition to the holidays approved by the Board of Trustees under Section 11.1(A) of this Agreement, those days on which offices are closed during the winter and spring break, as designated by the College on the College Calendar, shall be paid holidays for full time employees. Those days on which offices are closed during spring break, as designated by the College on the College Calendar, shall be paid holidays for regular part-time employees.

Section 11.2 - Eligibility.

In order to be eligible for pay under Section 11.1 of this Agreement, a full-time employee or regular part-time employee must have been in pay status on his or her last scheduled work day before and on his or her first scheduled work day after the holiday. When a holiday designated in Section 11.1 falls on employee's regular day off, the employee shall not be paid for that day. In such circumstances the employee will be permitted to take a day off during the same pay period, unless the needs of the College require that the day off be taken at a later time. Part-time employees are not eligible for paid holidays except that regular part-time employees are eligible as provided in Section 11.1(B) of this Article 11.

Section 11.3 - Holiday Pay.

Eligible full-time employees shall receive pay at their regular rate of pay for the number of hours they are regularly scheduled to work for each holiday set forth in Section 11.1 of this Agreement. Eligible regular part-time employees shall receive pay at their regular rate of pay for the number of hours they are regularly scheduled to work during spring break as set forth in Section 11.1(B) of this Article 11.

Section 11.4 - Holiday Work.

In addition to pay received under Section 11.3, 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) times his or her regular rate for the hours actually worked, subject to the provisions of Section 9.4.

Section 11.5 - Holiday During Annual or Sick Leave.

If a holiday is observed during an employee's scheduled annual leave or while an employee is on sick leave, the employee will not be charged annual leave or sick leave and will receive holiday pay.

ARTICLE 12 – SICK AND SAFE LEAVE

Section 12.1 - Scope.

The purpose of this Section 12.1 is to provide the basis for and manner by which employees may be granted sick and safe leave (“sick leave”). Sick leave is earned leave that employees may be granted when absent from work because of sickness or accidental disability, including but not limited to absences during disability caused or contributed to by pregnancy, and when absent to obtain necessary medical or dental treatment that cannot be reasonably obtained outside of regular work hours. Sick leave may also be used for other excused absences such as those for medical or dental treatment impossible to schedule on days that employee is not at work. Accrued sick leave under Article 12 is available consistent with College policy and the Maryland Healthy Working Families Act (MHWFA), including for the reasons required by the MHWFA and for family members as that term is defined by the MHWFA.

Section 12.2 - Eligibility and Accrual of Sick Leave.

Full time employees shall be entitled to earn sick leave at a rate of one (1) day of sick leave per month without limit on accumulation. Part time employees are entitled to sick leave pursuant to College policy as governed by the Maryland Healthy Working Families Act (MHWFA). Sick leave is earned per pay period. Sick leave may only be used after it has accrued. Upon providing appropriate verification, a full time employee hired by the College from a Maryland public school system or public institution of higher education may transfer up to ten (10) days of sick leave per year previously earned, not to exceed one hundred (100) days of sick leave. A full time employee hired by the College from a public school system or a public institution of higher education outside the state of Maryland may transfer up to ten (10) days of sick leave previously earned.

Section 12.3 - Use of Sick Leave.

Sick leave is charged in minimum increments of one quarter (1/4) hour. When use of sick leave is anticipated, employees are 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 of the day of absence, and on each day of absence thereafter, that the employee will be absent from work and is requesting sick leave. The employee shall also notify his or her supervisor of the anticipated date of return to work, and is required to provide a note from a health care provider or other written verification of the absence, as required by the College, for absences of three (3) or more consecutive work days in duration. An employee who fails to comply with the requirements of this Section 12.3 will be considered absent without authorized leave, and such absence shall be a leave without pay, 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. Proper use of sick leave will not be counted as an unauthorized absence. A consecutive or cumulative period of absence for one calendar day more

than half the Fiscal Year shall cause that year not to count toward probationary period service, nor for time in grade, rank or step for purposes of promotion or advancement. An employee who, because of disability and/or convalescence is absent from work for a consecutive period of more than 28 days shall be placed on extended sick leave. Paid holidays that occur during a period of approved sick leave shall not be charged as sick leave.

Section 12.4 - Disposition of Sick Leave at Termination of Employment.

Unused sick leave may be carried forward from year to year. Sick leave shall not be paid out upon termination of employment. On retirement, an employee receives such retirement credit for unused sick leave as may be provided by State law.

Section 12.5 - Sick Leave Bank.

At least once each calendar year the College will provide an open enrollment period during which employees may voluntarily join the College-wide sick leave bank, consistent with the procedures established by the College.

ARTICLE 13 – OTHER LEAVE

Section 13.1 - Personal Leave.

A full time employee may be granted personal leave with pay on the following schedule: as of July 1 of each year an employee who has been employed one (1) or more years shall be granted one (1) personal leave day. Personal leave days must be used within the Fiscal year in which they are granted or they are forfeited. Part time employees are not eligible for Personal Leave.

Section 13.2 - Family and Medical Leave.

(A) Leave Entitlement.

An employee who has been employed by the College 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 13.2. An employee’s available paid leave shall run concurrently with any FMLA leave.

(B) 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.

(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 14.1 of this Agreement and shall directly submit to the College, not later than the employee's normal payday, the amount of premium owed by the employee, unless other arrangements are approved by the College. If the employee shall fail to timely remit premium payments as required, the College 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 14.1 of this Agreement, until the entire amount paid by the College on behalf of the employee 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 13.2, any amounts paid by the College toward the premium cost of benefits provided under Section 14.1 of this Agreement (including the College's share of such premium costs), shall be a legal debt due and owing from such employee to the College, which the College 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 the College toward the premium cost of benefits provided under Section 14.1 of this Agreement, that represented the College's share of such premium costs, shall not be a debt owed by the employee to the College.

Section 13.3 - Military Leave.

(A) Short-Term 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. Application for such leave shall be submitted in writing to the Associate Vice President of Human Resources and Organizational Development, or designee, as soon as the employee receives notice to report for such service or training, with a copy of the employee's military orders provided to Human Resources and to the employee's supervisor. Any pay received by the employee for military service shall be paid to the College unless the employee elects to use annual leave or leave without pay for the military service.

(B) Extended Military Leave.

An employee (other than a temporary employee) who is called to active duty or to military training under the laws of the state of Maryland or the United States in excess of fifteen (15) days in any twelve (12) month period shall be eligible for leave without pay during the period of active duty or training. Application for such leave shall be submitted in writing to the Associate Vice President of Human Resources and Organizational Development, or designee, as soon as the employee receives notice to report for such service or training, with a copy of the employee's military orders provided to Human Resources and to the employee's supervisor. An employee on extended military leave will be reemployed in accordance with the requirements of the Uniformed Services Employment and Reemployment Rights Act ("USERRA").

Section 13.4 - Bereavement Leave.

(A) Personal Bereavement Leave.

A full time employee shall be entitled to leave with pay for a maximum of five (5) consecutive work days in the case of death in the immediate family. Immediate family is defined as spouse, child, step-child, parent, parent-in-law, legal guardian(s), grandparent, grandchild, brother, sister (or the spouse of any of them), or any other related person living in an employee's household. Personal bereavement leave must be taken during the period between the date of death and the conclusion of the mourning period, both inclusive. A full time employee may be granted one (1) day of paid leave to attend the funeral of close relatives who do not fall within the definition of immediate family. Part time employees are not eligible for Bereavement Leave.

(B) Departmental Bereavement Leave.

In the College's discretion and with approval of the Associate Vice President of Human Resources and Organizational Development, an employee may be granted up to four (4) hours of paid leave to attend the funeral of a colleague in the employee's department.

(C) Institutional Bereavement Leave.

In the College's discretion and with approval of the employee's supervisor and the Office of the President of the College, an employee may be granted up to four (4) hours of paid leave to attend the funeral of a prominent member of the College community.

Section 13.5 - Professional Leave.

In the College's discretion, a full time employee may be granted leave without loss of pay or without pay for the purpose of attending off-campus training and development meetings. A full time employee may substitute annual leave if the professional leave is without pay. Application for such leave shall be submitted in writing to the employee's immediate supervisor or his

designee at least ten (10) calendar days prior to the use of such leave. Part time employees are not eligible for Professional Leave.

Section 13.6 - Judicial Leave.

A full time employee subpoenaed as a witness in a civil or criminal case 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. This section does not apply when an employee is subpoenaed as a witness in a civil or criminal case in which the employee is a party. Application for Judicial Leave shall be submitted in writing to the employee's immediate supervisor, with a copy of 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 duration of the employee's court service. Part time employees are not eligible for Judicial Leave.

Section 13.7 - Administrative Leave.

A full time employee may be granted a leave without pay not to exceed twenty-two (22) work days with prior written approval of the employee's supervisor and the Associate Vice President of Human Resources and Organizational Development. Part time employees are not eligible for Administrative Leave.

Section 13.8 - Workers' Compensation Leave.

An employee who suffers a work related illness or injury may be eligible for leave and compensation through the Maryland Workers' Compensation Insurance Act. The College will establish procedures related to Workers' Compensation leave. Employees must immediately report to the College nurse or, if the College nurse is unavailable, to their supervisor or, if the immediate supervisor is not available, a management official in the employee's chain of command any illness or injury sustained at work. Employees should contact Human Resources for additional information once the illness or injury has been reported.

Section 13.9 - Extended Leave.

In the College's discretion, a full time employee may be granted extended leave without pay for a period not to exceed twelve (12) months for personal reasons or for professional development. Application for extended leave shall be made to the Associate Vice President of Human Resources and Organizational Development. Employees on approved extended leave shall be eligible to continue their health benefits at their own expense, but shall not be eligible for any other College benefits while on extended leave. Part time employees are not eligible for Extended Leave.

Section 13.10 - Universal Leave for Part-Time Employees.

Beginning with the fiscal year following the completion of a regular part-time employee's fourth consecutive year of employment with the College, the employee shall be eligible for 30 hours of paid leave at the employee's regular rate each fiscal year. The leave provided in this Section 13.10 shall become available to a regular part-time employee at the time of hire if the employee was employed as a full time employee of the College for four or more consecutive years, and is hired as a regular part-time employee within twelve (12) months of the employee's separation date as a full time employee. This leave may be used during spring break, winter break, and College holidays. This leave shall not accrue and shall not carry over from year to year. Unused leave shall not be paid out upon termination of employment. Regular part-time employees shall not be eligible for any other form of paid leave.

ARTICLE 14 – INSURANCE AND OTHER BENEFITS

Section 14.1 - Group Health, Life, Disability, Vision, Prescription and Dental Plans Package.

A package consisting of group health, life, long-term disability, vision, prescription, and dental coverage (hereinafter referred to as the "Group Health Package") providing coverage identical to the package of group health, life, long-term disability, vision, prescription, and dental coverage insurance for faculty and other non-bargaining unit employees of Prince George's Community College shall be made available to full time employees. The coverage available under the Group Health Package shall be that set forth in the group insurance contract between Prince George's Community 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 Prince George's Community 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. Prince George's Community College shall pay, toward the annual premium cost of the option and coverage selected by a regular full-time employee, 80% of the actual annual premium cost for the option and coverage selected by the employee. If, during the term of this Agreement, the College contemplates changes in the Group Health Package in effect at such time, the College will submit to the Union, in writing at least thirty (30) calendar days prior to their effective date, a description of such changes.

Section 14.2 - Tax Sheltered Annuities.

The College may provide employees an opportunity to purchase tax sheltered annuities from such offerors of tax sheltered annuities as Prince George's Community College may designate from time to time.

Section 14.3 - Tuition Assistance Program.

The College shall continue in effect its tuition assistance program for full time employees.

Section 14.4 - Tuition Waiver.

The College shall provide a tuition waiver program for employees, and for the spouses and dependent children of full time employees. An employee who regularly works at an extension center of the College may complete transactions for his or her own participation in the tuition waiver program by email or facsimile.

ARTICLE 15 – DISCIPLINE AND DISCHARGE

Section 15.1 - Discipline.

Employees shall be disciplined for just cause. 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. Employees generally will be progressively disciplined, but the College may, in its discretion, warn, reprimand, demote, or suspend employees without first providing progressive discipline when an employee's actions so warrant. Discipline shall be administered in a confidential manner between the involved parties. Employees should be provided the general subject matter before any disciplinary meeting.

Section 15.2 - Suspensions Without Pay and Discharge.

Employees shall be suspended without pay and discharged for just cause. Suspensions without pay will be on consecutive workdays. A grievance based upon a suspension or a recommendation for discharge shall begin at Step 3 of the Grievance procedure provided in Section 16.1(B) of this Agreement.

Section 15.3 - Union Representation.

An employee may request that the Union president or a steward designated by the union be present at a disciplinary investigation meeting between the College and the employee. An employee will be informed of the College's intent to administer discipline and an employee may request that the Union president or a steward designated by the Union be present at a meeting where discipline is to be administered. Such a request shall not be denied unless honoring the request would cause delay in the administration of the discipline of more than one work day. If an employee elects to have Union representation in connection with a disciplinary investigation meeting or a disciplinary meeting, the College will copy two (2) designated representatives from AFSCME Council 67 on correspondence related to the subject of those meetings.

Section 15.4 - Administrative Leave During Investigation.

An employee may be placed on administrative leave without pay for up to five (5) work days during the pendency of a disciplinary investigation, after which time any additional administrative leave shall be with pay until the conclusion of the disciplinary investigation. A disciplinary investigation concludes when the Associate Vice President of Human Resources and Organizational Development, or designee, issues the College's decision regarding the discipline, if any, to be administered to the employee.

Section 15.5 - Consideration of Prior Discipline.

An employee may submit a written request to the Associate Vice President of Human Resources and Organizational Development that the College not consider in subsequent disciplinary actions, discipline that was provided to the employee more than three (3) years prior to the date of the written request, provided that the prior discipline did not involve an issue related to discrimination, harassment, safety and health, dishonesty, or was of the same nature as subsequent discipline.

ARTICLE 16 – GRIEVANCE PROCEDURE

Section 16.1 - Standard Procedure.

(A) Definition of Grievance.

A “grievance” is a dispute between an employee and/or the Union and the College concerning the application of, interpretation of, or alleged violation of, an express provision of this Agreement and that such employee has been personally aggrieved thereby.

(B) Procedures.

(1) **Informal resolution of grievance:** An employee and/or the Union shall attempt to resolve any potential grievance informally with his or her immediate supervisor prior to initiating the formal grievance procedure. The failure of an employee and/or the Union to attempt to resolve a grievance informally may be sufficient reason for the denial of a formal grievance. If a grievance cannot be resolved through informal discussion with an immediate supervisor it shall be processed as follows, except that a grievance based upon a suspension or a recommendation for discharge shall begin at Step 3 of the process:

(2) **Step 1 - Supervisor:** 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 and/or the Union may submit a written grievance to the

immediate supervisor or the immediate supervisor's designee, with a copy to the Associate Vice President of Human Resources and Organizational Development and the Union. This supervisor shall schedule a meeting with the employee to be held within ten (10) days of receipt of the written grievance. The supervisor shall submit a written answer to the aggrieved employee and/or the Union within ten (10) days of such meeting, and provide a copy of the answer to the Associate Vice President of Human Resources and Organizational Development and the Union.

(3) **Step 2 - Next Level Supervisor:** In the event that the grievance is not satisfactorily adjusted at Step 1, the aggrieved employee and/or the Union, within ten (10) days of receipt of the supervisor's answer, may submit a written grievance appeal to the next level supervisor or the next level supervisor's designee, with a copy to the Associate Vice President of Human Resources and Organizational Development and to the Union. The next level supervisor or the next level supervisor's designee shall schedule a meeting with the aggrieved employee and/or the Union to be held not later than ten (10) days after receipt of the Step 2 appeal. The next level supervisor or the next level supervisor's designee shall submit a written answer to the aggrieved employee and/or the Union within ten (10) days of such meeting, and provide a copy of the answer to the Associate Vice President of Human Resources and Organizational Development and the Union.

(4) **Step 3 - Human Resources:** In the event that the grievance is not satisfactorily adjusted at Step 2, the aggrieved employee and/or the Union, within ten (10) days after receipt of the Step 2 answer, may submit a written grievance appeal to the Associate Vice President of Human Resources and Organizational Development, or designee, with a copy to the Union. The Associate Vice President of Human Resources and Organizational Development, or designee, shall schedule a meeting with the aggrieved employee and/or the Union to be held not later than ten (10) days after receipt of the Step 3 appeal. The Associate Vice President of Human Resources and Organizational Development, or designee, shall submit a written answer to the aggrieved employee within ten (10) days after such meeting, with a copy to the Union. The written answer of the Associate Vice President of Human Resources and Organizational Development, or designee, shall constitute the final and binding resolution of the grievance unless arbitration is elected.

(5) **Step 4 - Arbitration:** A grievance not satisfactorily resolved at the conclusion of the Step 3 process may be appealed by the Union to arbitration as appropriate.

(C) Written Presentation.

All grievances presented at Steps 1 through 3 of this Section 16.1 shall be in writing on a form to be provided by College, signed by the aggrieved employee and/or the Union, and set forth the specific provisions of the Agreement alleged to have been violated and the specific relief sought by the aggrieved employee, or the grievance shall be deemed to have been waived.

(D) 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 16.1, College shall furnish a copy of same to the Union President. A copy of any written answer of College under Steps 1 through 3 of this Section 16.1 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 16.1 by the Union president, steward, alternate steward, or council representative, unless the aggrieved employee objects. Any resolution of a grievance in which an employee objects to union representation shall not be inconsistent with the terms of this Agreement. An employee shall not have the right to individually appeal a grievance to arbitration.

Section 16.2 - Arbitration in Cases of Suspension Without Pay and Discharge.

(A) Election of Arbitration.

This Section 16.2 applies solely to cases of suspension without pay and discharge under Sections 15.1 and 15.2 of this Agreement. In such cases the Union, with the written concurrence of the aggrieved employee, may submit a grievance that has been properly processed through the procedure set forth in Section 16.1 of this Article to final and binding arbitration. The election of arbitration shall be made by submitting written notice of such intent, signed by both the aggrieved employee and the Union president, to the Associate Vice President of Human Resources and Organizational Development, or designee, within thirty (30) days after receipt of the answer at Step 3 of Section 16.1(B) of this Article.

(B) Selection of Arbitrator.

The College and the Union agree to maintain at all times, a panel of four (4) named arbitrators, one (1) of whom shall be appointed to hear each grievance that is appealed to arbitration pursuant to Section 16.2(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, the College and the Union have selected Ira Jaffe, Alan Symonette, David Vaughn and Rolf Valtin as members of said panel. If one such arbitrator is no longer able to serve, the College 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 the College or the Union, except by mutual agreement of the College and the

Union, or for cause. If the College 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. If the College and the Union cannot agree on a replacement arbitrator to fill a vacancy on the panel after a reasonable period of time, either party may request a list of nine (9) arbitrators from the American Arbitration Association, and the parties shall alternatively strike names from the list until one (1) name remains, with the party requesting the list striking first.

(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 the College. 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 a provision of this Agreement. The arbitrator shall not hear or decide more than one grievance at one time without the mutual consent of the College 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. The arbitrator shall retain jurisdiction until the award, if any, is fulfilled.

(D) Fees and Expenses of Arbitration.

The fees and expenses of the arbitrator shall be shared equally by the parties.

Section 16.3 - Advisory Arbitration.

(A) Election of Advisory Arbitration.

This Section 16.3 applies to cases other than cases of suspension without pay and discharge under Section 16.2 of this Article. In cases arising under this Section 16.3, the Union, with the written concurrence of the aggrieved employee, may elect to submit a grievance which has been properly processed through the procedure set forth in Section 16.1 of this Article to advisory arbitration. Written notice of intent to proceed to advisory arbitration, signed by both the aggrieved employee and the Union president, shall be submitted to the Associate Vice President of Human Resources and Organizational Development, or designee, within thirty (30) days after receipt of the answer at Step 3 of Section 16.1 of this Article.

(B) Advisory Arbitrator Selection Committee.

Within ten (10) days after notice of intent to submit to advisory arbitration as provided in Section 16.3(A) of this Article, the College and the Union shall refer the grievance to an Advisory Arbitrator Selection Committee consisting of one member appointed by the College and one member appointed by the Union.

(C) Selection of Advisory Arbitrator.

The members of the Arbitrator Selection Committee established as provided in Section 16.3(B) of this Article shall meet as soon as possible, at their mutual convenience, to attempt to settle the grievance. If they are unable to reach a settlement, they shall select an impartial arbitrator. If they are unable to agree upon a choice within ten (10) days after such meeting, they shall jointly request the American Arbitration Association to furnish a list of not less than seven (7) qualified and impartial arbitrators, one of whom shall be designated by the Advisory Arbitrator Selection Committee to act as advisory arbitrator of the grievance. Selection shall be made by the Committee members alternately striking any name from the list until only one name remains. The individual whose name remains shall be the advisory arbitrator of the grievance.

(D) Jurisdiction of Advisory Arbitrator.

The jurisdiction and authority of the advisory arbitrator of the grievance and the opinion and recommendation of the advisory 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 the College. The advisory 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 a provision of this Agreement. The advisory arbitrator shall not hear or decide more than one grievance at one time without the mutual consent of the College and the Union. The recommendation in writing of the advisory 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 and shall be advisory to the Associate Vice President of Human Resources and Organizational Development, or designee.

(E) Fees and Expenses of Advisory Arbitration.

The fees and expenses of the advisory arbitrator shall be shared equally by the parties.

(F) Decision of the Associate Vice President of Human Resources and Organizational Development, or Designee.

Upon receipt of the recommendation of the advisory arbitrator, the record of the

proceedings before the advisory arbitrator, and any brief(s) which may have been submitted to the advisory arbitrator, the Executive Director of Human Resources or Associate Vice President of Human Resources and Organizational Development, or designee, shall review the matter and issue a written decision, which shall include findings of fact, as well as his or her decision with respect to the grievance. The decision of the Associate Vice President of Human Resources and Organizational Development, or designee, shall be final and binding on the College, the aggrieved employee, and the Union. The Associate Vice President of Human Resources and Organizational Development, or designee, shall not consider any evidence not presented in the proceedings before the advisory arbitrator, but, upon the request of either party or upon his or her own initiative, may advise the parties, prior to his or her decision, that he or she will receive further briefs on the matter.

Section 16.4 - Time Limitations.

Whenever used in this Article 16, the word “days” shall mean all work days during the calendar year other than days designated as holidays by the College. The time limits set forth in this Article are essential to this Agreement. Said time limits may be extended only by mutual agreement of the College and the Union and the aggrieved employee. If the Union or the aggrieved employee fail to comply with the time limits set forth in this Article, the grievance shall be deemed to have been waived. If the College fails to comply with any time limits set forth in this Article, the grievance shall automatically proceed to the next step.

Section 16.5 - Method of Delivery.

For the purposes of this Article, a grievance, appeal, or College answer is “submitted” only if it is delivered by hand to the office of the appropriate person as set forth in Section 16.1, or mailed to that person by certified mail, return receipt requested, through the United States Postal Service.

ARTICLE 17 – PERSONNEL FILES

The College will maintain one (1) official personnel file in the Office of Human Resources for each employee to which the employee will have access upon reasonable notice. An employee shall make all requests for access to, or for a copy of, his or her personnel file to the Office of Human Resources. Upon reasonable notice, an employee may review his or her personnel file in the presence of a Human Resources representative and, with the express written permission of the employee, with the Union president, steward or council representative present. An employee shall be permitted to submit to the Associate Vice President of Human Resources and Organizational Development a written rebuttal to any document placed in his or her personnel file, and the rebuttal shall be placed in the personnel file. The College will respond to requests, and permit access and review under this Article within seven (7) work days, unless the College concludes that additional time is needed. An employee may request removal of a document in his/her personnel

file, after one year, which will be removed upon approval by the Associate Vice President of Human Resources and Organizational Development, who reserves the right to deny such requests.

ARTICLE 18 – UNIFORMS AND OTHER EQUIPMENT

Section 18.1 - Uniforms.

The College shall provide uniforms for employees who are required by College to wear uniforms, and those employees shall wear uniforms at all times while working. The uniform shall not be altered in appearance in any manner.

Section 18.2 - Safety Shoes.

College shall reimburse an employee required to wear safety shoes for up to \$100.00 annually toward the purchase of safety shoes.

ARTICLE 19 – COOPERATION

Section 19.1 - Joint Committee.

The College and the Union shall create a joint committee to discuss issues of mutual interest to employees and the College. Such a committee shall have two (2) representatives from the College and two (2) representatives from the Union, unless otherwise agreed to by the College and the Union. Health and safety issues may be discussed at a meeting of the joint committee.

Section 19.2 - Safety and Health.

The College and the Union shall encourage employees to work in a safe manner and in a safe workplace, as required by state and federal law. The College and the Union shall encourage employees to cooperate with College in maintaining College rules, policies and procedures relating to safety and health. An employee shall immediately notify his or her supervisor of a condition that the employee considers unsafe. The College will provide employees with safety training as required by law.

ARTICLE 20 – UNION DUES, FEES AND DEDUCTIONS

Section 20.1 – Deduction of Dues.

(A) Payroll Deduction Authorization.

Upon completion of an employee's probationary period, and upon receipt of a dues deduction authorization in the form set forth in Section 20.1(C) of this Agreement, voluntarily executed by the employee and submitted by the Union to the Associate Vice President of Human Resources and Organizational Development, the College shall deduct each bi-weekly pay period, the uniform bi-weekly membership dues as certified in writing by the Executive Director of the Union and remit such dues to the Union. Payroll deduction of dues can be canceled only by an employee's individual written notice to the Union via certified mail postmarked from the first through the fifteenth day of October of each year. The employee's certified mail is to be addressed to: Executive Director - AFSCME Council 67, 1410 Bush Street, Suite A, Baltimore, Maryland 21230. The Union will then notify the College of any canceled memberships and provide the employees' original notices of resignation to the Associate Vice President of Human Resources and Organizational Development no later than October 31 of each year.

(B) PEOPLE Deductions.

Upon receipt of a written request voluntarily executed by the employee and submitted by the Union to the Associate Vice President of Human Resources and Organizational Development, the College shall deduct each bi-weekly pay period the amount so requested to the Public Employees Organized to Promote Legislative Equality (PEOPLE) fund.

(C) Form of Dues Deduction Authorization.

The College shall honor only those dues deduction authorizations which are submitted in the following form:

Authorization for Dues Deduction

I, the undersigned, hereby apply for membership in the Maryland Council 67 of the American Federation of State, County and Municipal Employees and Prince George's Community College Employees Local 1646, AFL-CIO, as my duly authorized representative on matters relating to wages, hours, and other conditions of employment in order to promote and protect my economic welfare. Please consider this your authority to deduct from salary or wages earned by me an amount certified by the Union as my regular current dues. The amount deducted shall be paid to Maryland Public Employees Council 67. This authorization shall remain in effect unless terminated by me with proper written notice in accordance with the collective bargaining agreement, current regulations, or by my termination

of employment.

Name _____

Signature _____

Date _____

(D) Indemnification.

The Union shall indemnify and save Prince George's Community College, its Board of Trustees, agents, personnel and students, harmless from any and all claims, grievances, arbitrations, awards, actions, suits, judgments, attachments, forms of liability or damages that arise out of or by reason of any action taken by the College in compliance with any of the provisions of this Section 20.1, and the Union assumes full responsibility for the disposition of funds deducted under this Section 20.1 as soon as they have been remitted by the College to Council 67.

ARTICLE 21 – NO STRIKE/NO LOCKOUT

Section 21.1 - No Strikes.

Neither the Union, its officers, agents, or representatives, nor any bargaining unit employee, shall in any way, directly or indirectly, authorize, assist, cause, encourage, participate in, ratify, or condone any strike.

Section 21.2 - Enforcement of No Strike Pledge.

In the event of a strike in violation of Section 21.1 of this Article, the College 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 21.1 of this Article shall be subject to discharge.

Section 21.3 - No Lockout.

Neither the College, its officers, agents, or representatives, nor any management employee, shall in any way, directly or indirectly, authorize, assist, cause, encourage, participate in, ratify, or condone a lockout.

ARTICLE 22 – SCOPE OF AGREEMENT

Section 22.1 - Duration.

(A) Effective Dates.

This Agreement shall become effective as of July 1, 2020 and shall continue in full force and effect until June 30, 2023. 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 October 1, 2022, or October 1 of any succeeding calendar year.

(B) Reopeners.

Notwithstanding the provisions of Section 22.1(A) of this Agreement, either the College or the Union may reopen this Agreement solely for the purpose of negotiating changes in Article 9, and for negotiating no more than two (2) other Sections each of this Agreement, by serving written notice of intent to reopen upon the other party not later than October 1 of each year with any such changes to become effective on the first day of the next fiscal year.

Section 22.2 - Failure to Achieve Projected Revenues.

This Agreement is dependent upon receipt by Prince George's Community College of the revenues projected by Prince George's Community College as necessary to implement the Agreement. Should revenues fall below the levels necessary to implement this Agreement, the College 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 the College, made necessary by the shortfall. Should revenues necessary to implement the Agreement be reduced, modified, or rejected by the Prince George's County Council, the College or the Union may reopen the Agreement. In these circumstances, the College and the Union shall promptly meet and bargain in good faith in an attempt to reach an agreement that can be implemented within the revenues received by Prince George's Community College. If the College determines that the actual revenues received by the College 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.

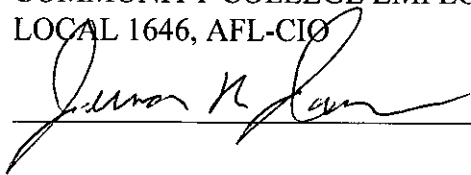
Section 22.3 - Severability.

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.

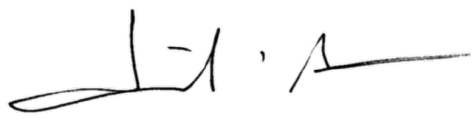
Section 22.4 – Scope of Agreement.

The College 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 the Act imposes an obligation to bargain, and that all understandings and agreements arrived at between the College 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.

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
COUNCIL 67, PRINCE GEORGE'S
COMMUNITY COLLEGE EMPLOYEES
LOCAL 1646, AFL-CIO



PRINCE GEORGE'S COMMUNITY
COLLEGE



Sidney L. Gibson
Chairman
Board of Trustees

APPENDIX ONE

JOB TITLES OF EMPLOYEES IN THE BARGAINING UNIT

AC & Refrigeration Mechanic
Academic Tutor
Academic Tutor, Lead Person
Activities Assistant
Activities Program Assistant
Administrative Associate
Admissions & Records Technician
Admissions & Records Technician Trainee
Admissions Specialist
Allied Health & Nursing Admissions Specialist
Athletic Success Coordinator
Audio Visual Computer Technician
Auto Mechanic
Broadcast Engineering Technician
Building Maintenance Technician
Buyer
Campus Nurse (LPN)
Carpenter
Circulation/Media Technician
Clerk
Command Center Technician
Computer Specialist
Computer Systems Technician
Contracts & Reports Specialist
Coordinator, Basic Education
Coordinator, Federal Work Study Program
Coordinator, Client Services and Scholarship Programs
Coordinator, COAST
Coordinator, Cyberwatch Project
Coordinator, Default Management and Client Services
Coordinator, Dual Enrollment
Coordinator, Event Scheduling
Coordinator, Extension Center
Coordinator, Extension Center LCC
Coordinator, External Programs
Coordinator, Financial Aid
Coordinator, Financial Aid Operations
Coordinator, Financial Aid Outreach
Coordinator, Graduation & Reverse Transfer
Coordinator, Instructional Program - Dev Math

Coordinator, Instructional Program - Dev Reading
Coordinator for New Student Orientation and Transition Programs
Coordinator, Police Academy Compliance
Coordinator, Public Safety & Security Institute
Coordinator, Publications
Coordinator, Recruit & College Matriculation
Coordinator, Recruit & Community Outreach
Coordinator, Recruit & Community Relations
Coordinator, Recruit & Information Services
Coordinator, Scholarships
Coordinator, Small Business Programs
Coordinator, Student Loans
Coordinator, UTC Degree Center
Delivery Driver/Mail Clerk
Desk Attendant
Electrician
Environmental Services, Lead Person
Environmental Services Worker
Environmental Services Worker/evening
Environmental Services Worker/night
Executive Administrative Associate
Financial Aid Specialist
Financial Aid Support Specialist
Foundation Accounts Specialist
Gallery Assistant
Grade 2 Stationary Engineer
Grade 3 Stationary Engineer
Graphic Designer
Graphic Web Designer
Grounds Maintenance Mechanic
Grounds Maintenance Technician
Health Services Simulation Technologist
Heating Mechanic
Hospitality Program Assistant
HSCL Technician
Information Center Technician
Intake Assessment Specialist
Lab Technician
Lab Technician, Lead Person
Lab Technician Trainee
Lead Health Services Simulation Technologist
Library/Media Technician
Lifeguard
Nursing Career Mentor

Office Associate I
Office Associate II
Office Associate III
Offset Press Operator
Plumber
Plumber's Helper
Police Cadet
Police Dispatcher
Police Officer
Program Assistant I
Program Assistant II
Program Assistant III
Public Service Aide
Records Specialist
Retention Specialist
Scheduling Technician
Science Lab Technician
Senior Audio Visual Technician
Senior Buyer
Senior Carpenter
Senior Electrician
Senior Graphic Designer
Senior Information Center Technician
Senior Records Specialist
Senior Testing Technician
Social Media Specialist
Sports Information Center Technician
SSS-TRIO Specialist
Stationary Engineer's Assistant
Stores Clerk
Student Assessment Technician
Student Services Program Coordinator
Technician (Production Assistant)
Television Lab Technician
Testing Technician
Testing Technician Trainee
Transfer Evaluation Assistant
Veteran's Affairs Technician
Warehouse, Lead Person
Warehouse Receiving Technician
WDCE Data Entry Technician
Writer/Editor

APPENDIX TWO

WAGE ADJUSTMENTS FOR FISCAL YEAR 2021

As provided in Section 9.7 of the Agreement, there will be no wage adjustment or modification of the salary scale for Fiscal Year 2021.

APPENDIX THREE

**Prince George's Community College
FY 2021 Staff Salary Schedule
Hourly Rates and Annual Salaries**

Grade	Minimum			Control Point			Maximum		
	Hourly	37.5 Hr Week	40 Hr Week	Hourly	37.5 Hr Week	40 Hr Week	Hourly	37.5 Hr Week	40 Hr Week
13	\$31.34	\$61,104	\$65,177	\$44.79	\$87,346	\$93,169	\$56.39	\$109,958	\$117,289
12	\$28.88	\$56,318	\$60,072	\$41.28	\$80,491	\$85,857	\$51.96	\$101,319	\$108,073
11	\$26.59	\$51,856	\$55,313	\$38.03	\$74,164	\$79,108	\$47.89	\$93,389	\$99,615
10	\$24.52	\$47,820	\$51,008	\$35.06	\$68,364	\$72,921	\$44.15	\$86,089	\$91,828
9	\$22.61	\$44,089	\$47,028	\$32.31	\$63,010	\$67,211	\$40.67	\$79,315	\$84,603
8	\$20.83	\$40,621	\$43,329	\$29.78	\$58,062	\$61,932	\$37.49	\$73,109	\$77,983
7	\$19.20	\$37,437	\$39,933	\$27.53	\$53,681	\$57,260	\$34.55	\$67,370	\$71,862
6	\$17.69	\$34,496	\$36,796	\$25.28	\$49,301	\$52,587	\$31.86	\$62,118	\$66,259
5	\$16.30	\$31,779	\$33,897	\$23.30	\$45,427	\$48,456	\$29.36	\$57,250	\$61,067
4	\$15.02	\$29,284	\$31,237	\$21.49	\$41,898	\$44,692	\$27.05	\$52,748	\$56,265
3	\$13.85	\$27,013	\$28,814	\$19.80	\$38,613	\$41,187	\$24.93	\$48,611	\$51,852
2	\$12.76	\$24,884	\$26,542	\$18.25	\$35,591	\$37,964	\$22.98	\$44,819	\$47,807