

**AGREEMENT**

**between**

**COMMUNITY COLLEGE OF BALTIMORE COUNTY**

**and**

**AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES**

**AFSCME LOCAL 3376, AFL-CIO**

**Effective**

**July 1, 2021 through June 30, 2026**

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## PREAMBLE

This Agreement is entered into by and between the Board of Trustees for the Community College of Baltimore County ("Board"); and the American Federation of State, County and Municipal Employees, AFL-CIO, Local 3376 ("Union").

## ARTICLE 1: RECOGNITION AND UNIT

Section 1.1 - Recognition. The Board recognizes the Union as the exclusive representative of employees as defined in Section 1.2 of this Article for the purposes of negotiating with respect to wages, hours and working conditions on behalf of said employees.

Section 1.2 - Employee Defined. Whenever used in this Agreement, the term "employee" shall mean all regular classified employees employed by the Board, as defined in Article I, Section 1 of the "Rules and Regulations for Collective Bargaining for Classified Employees," employed in grounds, custodial and maintenance positions, certain employees of the physical education department, and benefit-eligible temporary workers; excluding confidential, supervisory and benefit-noneligible temporary workers, employees regularly scheduled to work less than twenty (20) hours per week, and all other employees. Temporary workers shall not have any right to grieve the termination of their employment at the end of the temporary period.

## ARTICLE 2: MANAGEMENT FUNCTIONS

Section 2.1 - Managerial Prerogatives. Except as modified or restricted by a specific provision of this Agreement, all management functions and prerogatives, including but not limited to those set forth in Article II, Section 3 of the Rules and Regulations for Collective Bargaining for Classified Employees, are retained and vested exclusively in the Board. The Board shall be free to exercise all such managerial functions and prerogatives to the full extent permitted by law.

## ARTICLE 3: NON-DISCRIMINATION

Section 3.1 - Non-Discrimination. In accordance with applicable law, neither the Board nor the Union shall discriminate against any employee because of race, age, color, religion, creed, sex, sexual orientation, national origin, handicap, union affiliation or union activity or lack thereof, place of residence or political affiliation, in any matter relating to wages, hours or working conditions.

## ARTICLE 4: UNION DUES

Section 4.1 - Payroll Deduction Authorization. Upon completion of the employee's probationary period, the Board shall deduct each bi-weekly pay period, out of current wages payable to each employee member of the Union who individually requests, the uniform bi-weekly membership dues as certified in writing by the Executive Director of the Union, upon receipt of a duly executed payroll deduction authorization in the following form:

I, the undersigned, hereby apply for membership and designate the American Federation of State, County and Municipal Employees, AFL-CIO, as my duly chosen and authorized representative on



matters relating to my wages, hours, and 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.

Written notice to revoke shall be submitted electronically to the payroll office of the College at payroll@ccbcmd.edu, and the date of submission noted by the College, within ten days prior to the expiration of this Agreement.

Section 4.2 - Union Indemnification of Board. The Union shall indemnify and save the Board harmless from any and all claims, grievances, actions, suits, or other forms of liability or damages that arise out of or by reason of any action taken by the Board for the purposes of complying with any of the provisions of this Article, and the Union assumes full responsibility for the disposition of the funds deducted under Section 4.1 of this Article as soon as they have been remitted by the Board to the Treasurer of Council 67.

Section 4.3 - Supplemental Insurance and P.E.O.P.L.E Deductions. The Board will withhold supplemental insurance premiums and voluntary P.E.O.P.L.E. deductions from wages due, and forward them to the Union, for any employee who voluntarily authorizes such withholding, provided that the organization is designated by AFSCME Council 67. The provisions of Section 4.2 apply to this Section.

#### ARTICLE 5: GRIEVANCE PROCEDURE

Section 5.1 - Definition of Grievance. A grievance shall mean any dispute between an employee and the Board 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.

Section 5.2 – Grievance Procedure. The procedure set forth herein shall be the exclusive procedure for the processing of grievances. A grievance must be raised either within ten (10) workdays following the event giving rise to the grievance or within ten (10) workdays following the time the employee reasonably should have gained knowledge of the event giving rise to the grievance. Grievances shall be processed as follows:

**Step 1: Oral Notice To Director, Building Services, the Director, Maintenance & Engineering, or the Assistant Director, Facilities.** The employee shall discuss the grievance with the appropriate Director or Assistant Director. The Director or Assistant Director shall attempt to adjust the grievance and shall respond orally within five (5) workdays of the discussion.

**Step 2: Written Notice To Executive Director, Facilities Management.** If the grievance is not settled at Step 1, the employee may, within five (5) workdays following receipt of the Step 1 response, file a written grievance with the Executive Director, Facilities Management. A meeting shall then be held between the Executive Director, Facilities Management and the employee at a mutually agreeable time. The Executive Director, Facilities Management shall submit a written answer within ten (10) workdays following said meeting.

**Step 3: Appeal to Executive Director, Human Resources.** If the grievance is not settled at Step 2 the employee may file a written grievance appeal with the Executive Director, Human Resources within five (5) workdays after receipt of the Step 2 answer. A meeting shall then be held between the Executive Director, Human Resources (and/or designee), the Executive Director, Facilities Management (and/or designee), and the employee at a mutually agreeable time. The Executive Director, Human Resources or designee shall submit a written answer within ten (10) workdays following said meeting.

**Section 5.3 - Written Presentation.** All grievances presented at Steps 2 and 3 of the procedures set forth in Section 5.2 of this Article shall specify the particular provision(s) of this Agreement alleged to have been violated, if the grievance involves a dispute with respect to the meaning, interpretation, or application of the Agreement. All grievances presented at Steps 2 and 3 shall be in a written format delivered to the Executive Director, Facilities Management (step 2) or Executive Director of Human Resources (step 3) at least 24 hours before the grievance meeting.

**Section 5.4 - Time Limitations.** No grievance shall be entertained or processed under the procedures set forth in Section 5.2 of this Article unless it is filed within the time limits set forth therein. If a grievance is not appealed within the time limits set forth, it shall be deemed settled on the basis of the last answer of the Board's representative. If the Board's representative fails to provide an answer within the time limits set forth, the employee may immediately appeal to the next step. There shall be no extension of the time limits unless a mutual agreement in writing exists between the Board and the Union official at the College.

**Section 5.5 - Union Representation.** Union Stewards, the Union Representative and the Union President, as appointed or elected by the Union from among employees of the Board, and Union staff representatives shall be recognized by the Board for the purpose of presenting grievances under Section 5.2 of this Article; provided that nothing herein shall be deemed to deny to any individual employee the right to present grievances to the Board, without Union representation, and to have such grievances adjusted, so long as such adjustment is not inconsistent with the provisions of this Agreement. The Board shall advise the Union President of the disposition of all grievances processed through steps 2 and 3 of Section 5.2. The number of stewards shall not exceed one (1) per shift per campus. The Union may designate one (1) alternate steward for each steward, who shall act on behalf of the steward in the steward's absence. The Union shall immediately supply the Board with the roster of the stewards and alternate stewards appointed under this Section and thereafter shall immediately notify the Board of any changes in such roster. Stewards shall have the right to leave their jobs during working hours, without loss of pay, for the purpose of attending grievance meetings scheduled under Section 5.2 of this Agreement, which relate to a grievance involving an employee the steward is designated to represent, provided they first receive permission to be absent for this purpose from their

immediate supervisor. Such permission shall not unreasonably be withheld by the Board, but it shall not be granted at times when it interferes with the efficient operation of the Board. The time permitted for investigation of grievances as defined above shall not exceed one-half hour per day.

The Union Representative may represent aggrieved system employees at their work sites only after obtaining express permission and if a steward is not available. It is agreed that any such approved visit will include the Union Representative reporting to the Plant Office at the appropriate campus upon arrival and departure.

In the event that an employee reasonably believes that a meeting is scheduled for the purpose of considering discipline or investigating possible discipline for the employee, he may request Union representation. If he so requests, the Board may proceed with the investigation, provided however the Board will not meet with the employee without a Union Representative present. Any Union representative would be present only to advise the employee and would not be allowed to participate in the investigation.

Section 5.6 - Discharge and Suspension Grievances. Any dispute relating to the suspension or discharge of an employee may be made the subject of a grievance at Step 3 of the grievance procedure, provided it is raised within ten (10) workdays of receipt of notice of suspension or discharge. Such grievance shall thereafter be processed in accord with the procedures set forth in Articles 5 and 6 of this Agreement.

Section 5.7 - Evaluation Grievances. An evaluation describes the views and opinions of College management concerning performance. An employee may grieve the College's failure to comply with the evaluation process and may file a rebuttal to any evaluation stating the employee's opinion. The College, the Union, and the employee may not grieve the opinion or view of the other parties concerning performance. The College may not file a grievance to alter the rebuttal of the employee, and the employee may not grieve the opinion of management. An evaluation rebuttal shall be maintained in the personnel file and shall be included with the evaluation whenever the evaluation is reviewed or used for any purpose. An employee who is denied a promotion or pay increase may challenge an evaluation as part of a grievance about the matter.

## ARTICLE 6: FINAL RESOLUTION OF GRIEVANCES

Section 6.1 - Appeal Procedure. Any grievance of an employee involving the meaning and interpretation, or application of the express provisions of this Agreement that has not been settled at the conclusion of the grievance procedures set forth in Article 5 of this Agreement may be appealed to arbitration by the Union by serving written notice of its intent to appeal upon the Executive Director of Human Resources, together with a written statement of the specific provision(s) of this Agreement at issue, within ten (10) workdays after receipt of the Step 3 answer set forth in Section 5.2 of this Agreement. If the grievance is not appealed to arbitration as provided in this Section within the time period set forth in this Section, it shall be considered settled in accordance with the Step 3 answer which shall be final and binding upon the aggrieved employee and the Union.

Section 6.2 - Selection of Arbitrator. After receipt of notice of intent to appeal to arbitration, as provided in Section 6.1 of this Article, the Board and the Union shall attempt to select an arbitrator to hear the grievance. If they are unable to agree upon an arbitrator within ten (10) workdays after receipt of the written appeal by the Executive Director, the Board and the Union shall jointly request the American Arbitration Association to submit a list of not less than seven (7) qualified and impartial arbitrators to serve as arbitrator of the grievance. Selection shall be made by the Union and the Board alternately striking any name from the list until only one name remains. The final name remaining shall be the arbitrator of the grievance.

Section 6.3 - Arbitrator's Jurisdiction. The jurisdiction and authority of the arbitrator of the grievance and their opinion and award shall be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the Union and the Board. He 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 (1) grievance without the mutual consent of the Board and the Union. The award, in writing, of the arbitrator on the merits of any grievance adjudicated within their jurisdiction and authority as specified in this Agreement shall be final and binding.

Section 6.4 - Arbitration Expenses. The Union and the Board shall each bear their own expenses in the arbitration proceedings, except that they shall share equally the fee and other expenses of the arbitrator in connection with the grievance submitted to him.

## ARTICLE 7: SENIORITY

Section 7.1 – Definition "Seniority" is defined as an employee's continuous length of service for the Board since their last date of hire by the Board, except that the seniority date of employees hired prior to July 1, 1988, shall not be changed.

Section 7.2 - Probationary Employees. All employees shall be considered "probationary" employees until ninety (90) days have elapsed from the date such employee entered into the employ of the Board. In the event that the Board's representative determines that an additional probationary period is necessary, the Board may, in its discretion, extend the probationary period a maximum of ninety (90) additional days. Seniority shall not accrue to a probationary employee until completion of the probationary period defined in this Section, at which time seniority shall become established as of the last date of hire. Paid personal, sick and vacation leave shall accrue, but may not be used, during the probationary period. The discipline or discharge of a probationary employee shall not be subject to the grievance or arbitration procedures of this agreement except that a probationary employee may grieve their discharge or discipline on the basis that their discharge or discipline is in violation of Article 3 of this Agreement. Any such grievance will not be subject to arbitration described in Article 6.

Section 7.3 - Termination of Seniority. An employee's seniority shall be terminated and the employee shall have no recourse under the provisions of this Agreement for the following reasons:

- (a) Discharge for just cause, voluntary resignation, or retirement.
- (b) Failure or refusal to return to work within two (2) weeks after notice of recall from layoff by certified or registered mail addressed to the employee's last known address as shown on the employee's personnel record.
- (c) Layoff in excess of twenty-four (24) consecutive months since the employee's last day worked for the Board or a period exceeding the length of the employee's seniority, whichever is less.
- (d) Other failure to perform any work for the College in a position covered by this Agreement for a period of twelve (12) consecutive months.

Section 7.4 - Seniority Roster. The College shall furnish the Union with a seniority roster of all employees employed on January 15 and July 15 of each calendar year.

Section 7.5 - Posting of Vacancies. In the event a vacancy occurs in a bargaining unit position which the Board intends to fill on other than a temporary basis, a notice of such vacancy shall be posted on-line and in the Human Resources department for a period of not less than ten (10) workdays. The Board shall not fill vacant positions until expiration of the initial posting period set forth in Section 7.5 of this Article or the period specified in any affirmative action plan adopted by the college, if later. Any employee who desires to be considered for such vacant position shall submit an application in accordance with Human Resource procedures.

In the filling of such vacant positions, the College shall consider the knowledge, training, ability to perform the work, skill, efficiency, and reliability of all applicants. If the Board is confident that its needs can be met by current employees, it has the option to request a closed promotion list, subject to the approval of the Executive Director of Human Resources. No job openings shall be filled by the College until all employees who possess the minimum qualifications required for the job opening and who apply have had an opportunity to be considered for the vacancy or position. Except in the case where the College has an affirmative action goal, full-time employees of the College shall be considered first and take precedence over outside applicants for any vacancy or new position, if the employee possesses qualifications equal to those possessed by the outside applicant in the College's judgment. Where all other factors are considered equal by the College, the applicant having the greatest length of service shall be selected.

Employees selected, for whom the position would be a promotion, shall move to the lowest step in the new pay grade necessary to provide a salary increase of at least \$.20 per hour. If a regular full-time employee is voluntarily promoted, demoted or transferred to a different job classification, she/he shall again be placed in probationary status for a period of ninety (90) days, although the employee may use earned leave under the same terms and conditions as any other employee. This probation may not be extended except that the College may extend the probationary period at its discretion by the amount of paid or unpaid leave time taken by the

employee while in the probationary period. An employee selected under this section whose performance is unsatisfactory during the probationary period shall be returned to their former job classification.

Section 7.6 - Pay on Promotion, Demotion and Transfer. An employee promoted from a position in a lower pay grade to a position in a higher pay grade shall be placed at the lowest step in the higher pay grade that will provide an increase of at least \$.20 per hour. An employee demoted or an employee who, at the employee's request is transferred from a higher pay grade to a lower pay grade, shall receive the rate in the lower pay grade which is equal to or next lower than the rate the employee was earning in the higher pay grade. An employee transferred from one position in a pay grade to another position in the same pay grade shall receive the rate of pay in the new position which the employee was earning in the prior position.

Section 7.7 - Layoff and Recall. In the event of the layoff of employees in any job classification for any reason, temporary and probationary employees in that job classification shall be the first laid off. In the event further layoffs in that job classification are necessary, employees in that classification shall be laid off in inverse order of seniority. In the recall of employees to a job classification, such recall shall be made in the reverse order of layoff from the job classification. No new employees shall be hired in any job classification in which there are employees on layoff. If a regular, full-time employee is laid off in a reduction-in-force, the employee's name shall be placed on a re-employment list and the employee shall have priority re-employment rights to any vacant position in that unit at the same or lower grade for which the employee is qualified as defined in Section 7.5 (allowing for minimal in-house training as appropriate) for twenty-four (24) months. No outside applicant will be hired to fill a vacant position until all employees on layoff who are qualified to fill the vacant position have been offered re-employment during the period set forth in Section 7.3(c). An employee must request to be on the re-employment list for each job classification for which he is qualified.

Section 7.8 - Temporary Assignment. If an employee is temporarily assigned to fill a bargaining unit position for twelve consecutive months of actual work, the position then will be filled through the procedures for posting of vacancies. This provision applies only to bargaining unit positions, and does not limit the right of the Board to remove any temporarily assigned employee to another position in or out of the bargaining unit without recourse during the twelve month period, or require the Board to take any other action.

## ARTICLE 8: HOURS OF WORK

### Section 8.1 - Regular Workday.

- (a) A "regular workday" shall consist of eight (8) consecutive hours interrupted by a one-half hour unpaid lunch period.
- (b) Employees shall be granted a paid fifteen (15) minute rest break during the first half of each shift and a paid fifteen (15) minute rest break during the second half of each shift; provided that rest breaks may not be taken during the first hour nor the last hour of the regular workday, nor contiguous with the lunch period.

Section 8.2 - Workweek. The "workweek" shall consist of seven (7) consecutive calendar days commencing with the first shift on Saturday and ending with the third shift on Friday of the following calendar week.

Section 8.3 - Regular Workweek. Except as provided in Section 8.1(b), the "regular workweek" shall consist of forty (40) hours on the five regular workdays.

Section 8.4 - Staffing Changes. If the College plans a staffing change for regular shifts or regular workweeks, employees shall be asked to volunteer for required positions, with placement to be made by the College to the senior qualified employee volunteer, in the judgment of the College. If there are insufficient volunteers to meet the needs of the College, the College shall fill a required position with the least senior qualified employee in the judgment of the College.

Temporary schedule changes, of less than a month's duration, require five (5) work days' notice. Ongoing schedule changes require fifteen (15) days' notice. With agreement of the affected employee(s), the schedule change can begin before the expiration of the applicable notice period.

## 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. The Board's pay records, practices and procedures established under this Agreement shall govern the payment of all wages.

Section 9.2 - Regular Rate. "Regular rate" of pay is defined as the straight time rate of pay per hour for an employee's pay step within the pay grade assigned to the employee's regular job classification as provided in Appendix 1 attached hereto and made a part of this Agreement.

Section 9.3 - Overtime Rate.

(a) Weekly Premium. One and one-half (1-1/2) times an employee's regular rate shall be paid for all hours worked in excess of forty (40) hours within the workweek.

(b) Overtime Assignments. The amount of overtime and the employees assigned to work such overtime shall be established by the Board provided that every effort shall be made to provide an equitable distribution of overtime among employees in the same classification. Any error in the distribution of overtime shall be adjusted by the priority assignment of similar future overtime work, when available, to the employee erroneously deprived of such work. Overtime records shall be made available to stewards upon request. Approved vacation, holidays, sick leave and paid leave requested and approved three business days in advance and workers compensation shall be counted toward overtime. If approved or scheduled at least five business days in advance, vacation, holidays, sick leave, and paid leave shall be counted as hours worked for overtime.

Section 9.4 - Call Back Pay. An employee called back to work after having left the Board's premises at the conclusion of the employee's scheduled workday shall receive a minimum of three (3) hours pay or pay for all hours actually worked prior to the start of their next regular workday, whichever is greater, provided the hours worked on "call back" are not contiguous with

the employee's regular workday. Only the hours actually worked by an employee under this Section will be considered for the purposes of computation of overtime. An employee may be called back to work even though the work to be performed is not work regularly performed by the employee.

The college shall establish a quarterly list at each campus to solicit volunteers who wish to be called back. Each campus' list shall be posted at least one (1) week prior to the beginning of each calendar quarter. The Union President or their designee shall be provided a copy of all call back lists prior to posting.

Call backs shall be made first to volunteers on that campus' call back list based on seniority on a rotating basis. If all volunteers decline to be called back, or not enough volunteers respond to the call back, the manager shall call back employees on a mandatory basis in reverse seniority order until enough employees have been called back.

Section 9.5 - Shift Differential. Employees whose regularly scheduled shift commences on or after 3:00 p.m. or whose regularly scheduled shift starts before 3:00 p.m., but the majority of hours worked (over 50%) are worked between 3:00 p.m. and 11:00 p.m., and employee's whose regularly scheduled shift commences at 4 a.m., shall receive a shift differential of 45 cents per hour in addition to their regular rate. Employees whose regularly scheduled shift commences on or after 11:00 p.m. or whose regularly scheduled shift starts before 11:00 p.m., but the majority of hours worked (over 50%) are worked between 11:00 p.m. and 5:00 a.m., shall receive a shift differential of 90 cents per hour in addition to their regular rate. Employees who regularly work on Saturday and/or Sunday shall receive a premium of one dollar and twenty-five cents (\$1.25) per hour worked in addition to their regular rate for all hours worked on Saturday and/or Sunday.

Section 9.6 - Temporary Transfer. An employee temporarily authorized by the Executive Director, Facilities, or their designee to perform the duties of a job classification in a higher pay grade for a period of six (6) days or more consecutive workdays shall be paid at the regular rate in the higher pay grade which is next higher than the rate which was earned by the employee in the job classification from which the employee was transferred. The temporary rate will place the employee at the step in the higher grade that provides an increase of no less than \$.20 per hour over the employee's regular rate. In the event an employee is entitled to temporary transfer pay under this section, the employee shall be entitled to receive such pay from the date of initial assignment. At the completion of the temporary assignment, regardless of whether the incumbent returns to duty, or the position, if vacant, is posted, the employee who was assigned temporarily will be returned to their prior grade and step.

Section 9.7 - Mileage Expense. An employee required to use their own vehicle while performing duties for the Board shall be reimbursed at the rate determined by the Board, but not less than twenty cents (20¢) per mile, while so engaged.



Section 9.8 - Tuition Waiver/Reimbursement.

(a) Tuition Waiver. A regular full-time employee may enroll in courses offered by the College or campus at which the employee is employed without tuition charge; provided that the employee will not be permitted to attend any course which meets during the employee's scheduled work hours.

(b) Tuition Reimbursement. After one (1) year of full-time employment, a regular full-time employee shall be entitled to tuition reimbursement for undergraduate and graduate courses which the employee satisfactorily completes provided that the course or program of study is directly related to the employee's present position or other relevant classified or paraprofessional position at the College. The number of credits and the amount reimbursed per credit hour will be determined by the Board. No employee will be reimbursed for more than sixty (60) undergraduate credits or forty (40) graduate credits nor for more than twelve (12) credits per fiscal year. The maximum rate of reimbursement for undergraduate credits and for graduate credits shall be the rate in effect as established by the college.

(c) Tuition Reimbursement for Dependents of Employees. Dependents of employees shall be entitled to tuition reimbursement upon successful completion of a course at the College in accord with procedures established by the Board.

(d) Financial Aid with Tuition Waivers. If an employee receives a federal Pell grant or other financial aid, that employee will not qualify for a CCBC tuition waiver. If a dependent student receives a federal Pell grant or other financial aid, that student will not qualify for CCBC tuition reimbursement or tuition waiver. If an employee otherwise qualifies for tuition reimbursement, reimbursement will be the amount required after deduction of scholarships, financial aid and any other payments to the employee, or on behalf of the employee, toward tuition that is necessary to make the employee whole.

Section 9.9 - Group Insurance Programs. The Board shall continue in effect its group health, life insurance, dental, vision care, and income protection programs as long as the programs involving Board subsidy are approved and funded by the County Council. The Board shall also provide to employees a prescription plan, if such plan is approved and funded for employees by the County Council. The parties agree to pay group health and life insurance for each employee at the same percentage rate as for any other group of employees as long as the County Council approves and funds the Board's subsidy in that amount.

Section 9.10 - Overtime Duplicating and Pyramiding. There shall be no duplicating or pyramiding in the computation of overtime or other premium wages, 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, she/he shall be paid for such time at the highest rate specified in any one applicable provision, but she/he shall not be entitled to additional pay for such time under any other such provision.

Section 9.11 - Ratings Review. The Union may request in writing to the Executive Director of Human Resources that the Board review assigned job duties to determine whether those jobs should be reclassified. The Board shall undertake such a review and, if they determine that a rate should be reclassified, the Board shall inform the Union president of its decision, and shall meet with Union representatives, if requested, to discuss the rate reclassifications and respond in writing within 90 working days of submission. This clause shall not be used to reduce the rate of any incumbent at the time of reclassification of a position. The Board may introduce classifications for review in addition to those revised by the Union.

Section 9.12 - Pay Schedule. The Pay Schedules included as Appendix B are a part of this Agreement and shall be the regular rate for employees in the appropriate grade and step to be effective July 1, 2021 and January 1, 2022.

An employee whose performance is rated as “meets performance expectations” or better shall move up one step, in accordance with the regular practices of the College. An employee for whom no step increase is available because of reaching the top step in grade shall receive a one-time payment of \$475, if the employee has fewer than 25 full years of College service on the previous December 31, and \$675, if the employee has 25 full years of service or more. This amount shall not increase the base rate and is subject to lawful deductions.

Section 9.13 - Salary Adjustments. If the Board, in its sole discretion, decides to undertake a salary and/or benefit study or survey, the Board may study or survey bargaining unit positions and make adjustments to the salary scale, including the addition of grades. No incumbent employee may be reduced in pay by any such action. There is no obligation on the Board to take any action.

Section 9.14 – Direct Deposit. Starting on or about October 15, 2016, payment of all wages or reimbursement shall be made by direct deposit into an employee account with a bank, credit union, or similar financial institution of the employee’s choosing. Upon request, the College shall assist any employee to obtain such an account.

Section 9.15 – Meal Reimbursement. If the College is closed because of inclement weather, any employee who works at least four (4) hours while the College is closed is eligible for up to ten dollars (\$10) reimbursement for meals for each full day (24 hours) worked. The employee must submit a receipt through the College’s expense reimbursement procedure and comply with that procedure to be paid.

Section 9.16 – Hiring Bonus. All new employees starting work after 7/1/20 and before 1/1/2024 are eligible for a \$500 hiring bonus when they successfully complete 9 months of benefit-eligible work (3 months’ probation plus 6 months). The hiring bonus shall not increase the base rate and is subject to lawful deductions and will be paid on the pay date immediately following successful completion of the 9 months of work.

Section 9.17 COVID Bonus. All employees employed on or before 3/1/20 and still employed on 2/1/22 will receive a \$600 bonus. The COVID bonus shall not increase the base rate and is subject to lawful deductions.

Section 9.18 Contract Signing Bonus. Unit members employed as of January 26, 2022 will receive a Contract Signing Bonus as follows:

- a. Employee with less than 12 months of service as of 2/1/22 will receive \$50
- b. Employee with more than 12 months of service and less than 5 years of service as of 2/1/22 will receive \$100
- c. Employee with more than 5 years of service and less than 15 years of service as of 2/1/22 will receive \$250
- d. Employee with more than 15 years of service and less than 25 years of service as of 2/1/22 will receive \$400
- e. Employee with more than 25 years of service as of 2/1/22 will receive \$950.

The contract signing bonus shall not increase the base rate and is subject to lawful deductions.

## ARTICLE 10: HOLIDAYS

### Section 10.1 - Paid Holidays.

(a) Regular Holidays. For the purpose of this Agreement, the following days shall be considered paid holidays for employees: Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), the day following Thanksgiving (fourth Friday in November), Christmas Eve (December 24th), Christmas Day (December 25th), New Year's Eve (December 31st), New Year's Day (January 1st), Dr. Martin Luther King's Birthday (as scheduled), Good Friday (Friday before Easter), Easter (observed on Easter Monday), Memorial Day (as scheduled). In addition, for employees employed on a twelve month basis, Independence Day (July 4th) shall be considered a paid holiday. If a holiday falls on a Saturday, it shall be observed on the first preceding workday. If a holiday falls on a Sunday, it shall be observed on the first succeeding workday. 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. For the purpose of computing overtime pay, all hours for which an employee is paid under this Section 10.1(a) shall be regarded as hours worked.

(b) Winter and Spring Recess. In addition to the holidays set forth in Section 10.1(a) of this Agreement, those days on which offices are closed for the winter and spring recess, as designated by the Board in the annual operating calendar shall be paid recess leave days for employees.

Section 10.2 - Eligibility. In order to be eligible for pay under Section 10.1 of this Agreement, an employee must have been in pay status their last scheduled workday before and their first scheduled workday after the holiday or recess leave day. An employee who fails to report for work on a holiday or recess leave day when instructed to report, shall not receive pay for the unworked holiday or recess leave day. If a holiday under Section 10.1(a) of this Agreement falls on a full-time employee's normal day off, it shall be observed on the first regularly scheduled workday preceding or following the date of the observed holiday, at the discretion of the employee's immediate supervisor.

Section 10.3 - Holiday and Recess Leave Pay. Eligible full-time employees shall receive eight (8) hours of pay at their regular rate for each holiday or recess leave day set forth in Section 10.1. Eligible part-time employees shall be paid under this section for the number of hours they are regularly assigned to work but only if the holiday or recess leave day falls on a day the employee is regularly scheduled to work. In the event that an employee works on the actual day of December 25, then the employee shall receive time and one-half pay for working that December 25 without regard to whether the employee otherwise would be eligible for overtime. This does not reduce or change the employee's eligibility for holiday pay for Christmas Day, which also will be paid in accordance with the College schedule.

Section 10.4 - Holiday work.

(a) Regular Holidays. An employee required to work on a day noted in Section 10.1(b) of this Agreement shall be paid for all hours worked at the regular rate in addition to any recess leave pay, or granted a day of leave for each day so worked at the employee's discretion. An employee "called-in" to work on a holiday noted in Section 10.1(a) of this Agreement, shall receive a minimum of two (2) hours pay at one and one-half (1-1/2) times the employee's regular rate of pay in addition to holiday pay.

(b) Winter and Spring Recess. An employee required to work on a day noted in Section 10.1(b) of this Agreement, shall be paid for all hours worked at the regular rate in addition to any recess leave pay, or granted a day of leave for each day so worked at the employee's discretion. Such leave must be requested and approved in advance and may not be accumulated and carried over beyond the next occurring September 1.

(c) Holiday Volunteer List. The college shall establish a semi-annual list at each campus to solicit volunteers who wish to work during holidays or recess periods. Each campus' list shall be posted at least one (1) week prior to the beginning of February and August. The Union President or their designee shall be provided a copy of all holiday volunteer lists prior to posting.

Holiday work shall be offered to volunteers on that campus' holiday list based on seniority on a rotating basis. If all volunteers decline to work, or not enough volunteers respond to work, the manager shall call employees on a mandatory basis in reverse seniority order until enough employees' work.

Section 10.5 - Holiday During Vacation Period. If a holiday is observed during an employee's scheduled vacation period, the employee will be credited with an additional day of leave.

ARTICLE 11: VACATION

Section 11.1 - Vacation Accrual Rate. Regular, full-time employees shall accrue paid vacation credit in accord with the following schedule:

<u>Full Years of Creditable Service</u>	<u>Days Per Full Year Based On Qualifying Pay Periods</u>
Less than 5 full years	10
5 full years, but less than 10 full years	15
10 full years or more	20

Employees shall not begin to accrue vacation at a higher rate until completion of five (5) or ten (10) full years of creditable service, respectively.

Section 11.2 - Qualifying Pay Period. A qualifying pay period, for purposes of this section shall be any pay period in which the employee was in pay status for a minimum of six (6) workdays. Pay status shall include hours worked, vacation, paid holidays, and paid leave, for purposes of this section.

Section 11.3 - Creditable Service. For purposes of this Article, creditable service shall not include any pay period which was not a qualifying pay period.

Section 11.4 - Vacation Scheduling. The Board shall make every attempt to schedule vacations in accordance with the desires of the employee, subject to the operating requirements of the Board. No vacation shall be taken except upon the advance approval of the employee's immediate supervisor. An employee must submit a written request to use vacation leave at least forty-eight (48) hours in advance of the date she/he desires to take vacation leave. For vacation requests within the next sixty (60) days, employees must have sufficient accrued vacation leave at the time of the request.

During the period January 1 through January 31 of each calendar year, employees may submit their vacation requests for that calendar year. In the event that during the January 1 through January 31 period, two or more employees request the same or overlapping vacation periods, seniority shall determine which vacation requests shall be granted. Otherwise, conflicts in vacation scheduling shall be resolved by awarding the vacation to the employee(s) who first applied therefore, except that the College can designate up to five weeks per calendar year when vacations may not be taken, giving at least nine months' notice of those designated weeks.

Section 11.5 - Vacation Pay. Employees shall be paid for their vacation at their regular rate, including shift differential. Hours for which any employee is compensated under this Section 11.6 shall be considered as hours worked for purposes of computing overtime pay under Section 9.3(a).

Section 11.6 - Vacation Accumulation. An Employee may not accumulate or carry over into a new fiscal year more vacation than the employee was entitled to accrue during the last twenty-four (24) months of employment prior to the end of the fiscal year.

Section 11.7 - Termination Pay. Upon termination of an employee's seniority, an employee shall be paid for accumulated vacation, but not to exceed the amount of vacation the employee has accrued during the previous 12 months of employment. Vacation may not be used to extend employment beyond the last day of work. An employee who is involuntarily terminated for cause, or who resigns without at least two weeks' notice, will not be paid for vacation pay upon termination. Vacation is considered wages for the purposes of vacation payout.

Section 11.8 - Vacation Usage. An employee on vacation leave on the day of an early closing shall be charged with the time they would have worked had they reported to work on the early closing day. Any holiday defined in this Agreement that falls within an employee's scheduled vacation will not be counted as a day of vacation.

## ARTICLE 12: LEAVES OF ABSENCE

### Section 12.1 - Sick Leave.

- (a) Sick Leave Accrual. During the first fiscal year of employment, a regular full-time employee shall accrue sick leave per qualifying pay period at the rate of twelve (12) days per year (ten (10) days per year for ten month employees). If a regular full-time employee has been employed at least ten (10) pay periods in the first fiscal year of employment, commencing with the first payroll period after July 1 of that calendar year, the employee shall accrue sick leave per qualifying pay period at the rate of eighteen (18) days per year (fifteen (15) days per year for ten month employees). Regular part-time employees shall accrue sick leave per pay period in accordance with the schedule for regular full-time employees, but in the proportion which the employee's number of regularly scheduled part-time hours per week bears to forty (40). For purposes of this paragraph (a), a qualifying pay period is a pay period in which an employee is in pay status for at least six (6) workdays. For purposes of this section, pay status shall include hours worked, vacation, paid holidays and paid leave.
- (b) Purpose for Utilization of Sick Leave. Sick leave may be utilized for any personal illness, injury or physical incapacity not compensable under Maryland's Workers' Compensation Act, which prevents the employee from performing the functions of the employee's job; and for necessary medical, dental or optical examinations conducted by a licensed physician. In addition, sick leave may be utilized to care for an ill or disabled member of the employee's immediate family (child, spouse or parent) in accordance with the Maryland Flexible Leave Act.
- (c) Notice of Sick Leave. An employee utilizing sick leave must notify their immediate supervisor at least two hours prior to the commencement of such leave for regular work and at least four hours prior to the commencement of an overtime assignment. The employee utilizing sick leave must personally give such notice unless physically incapacitated from doing so. If the reason which will require the use of sick days is

known in advance to the employee, the employee must give notice of intent to utilize sick leave as soon as the employee is aware of that fact. An employee who is on paid sick leave for three (3) or more consecutive workdays (except to care for an ill or disabled member of the employee's immediate family) shall not be permitted to return to work except on the presentation of a doctor's certificate certifying that the employee suffered the illness, injury or incapacity for which the sick leave was utilized and further certifying that the employee is then able to return to work.

- (d) Sick Leave on an Early Closing Day. An employee on sick leave on the day of an early closing shall only be charged for the time they would have worked had they reported to work on the early closing day.

Section 12.2 - Bereavement Leave. An employee shall be entitled to leave of absence with pay at their regular rate for a maximum of five (5) regular scheduled workdays lost in the case of death in the employee's immediate family: namely, natural parent or step-parent (but not both), sibling, spouse, child, grandparent by blood (not marriage), grandchildren, parents-in-law, children-in-law, or legal dependents, provided the leave of absence is taken during the period between the date of death and the day following burial, both inclusive, and provided the employee submits to the employee's immediate supervisor a letter stating the relationship, date of death, date of funeral and date of absence. An employee shall be entitled to leave of absence with pay at their regular rate for a maximum of one (1) regularly scheduled workday lost in the case of the death of the employee's grandparents-in-law, siblings in-law, uncle by blood or marriage, aunt by blood or marriage, niece by blood or marriage, nephew by blood or marriage, provided a leave of absence is taken for the purpose of attending the funeral and provided further that the employee submits to the employee's immediate supervisor a letter stating the relationship, the date of death, the date of funeral, and the date of absence.

Section 12.3 - Court Duty Leave. An employee who is under order of any court to present himself for jury duty or to testify in any court proceeding (other than a court proceeding in which the employee is the plaintiff) shall be compensated by the Board in the amount of the difference between the regularly scheduled work hours lost and the amount received from the court ordering him to appear, provided he is prepared to offer valid proof of the court summons, the appearance and the amount of compensation received from the court. Whenever the employee is temporarily excused from such appearance on a scheduled workday, the employee shall notify their supervisor as promptly as possible and stand ready to report for work as requested. The provisions of this section shall be inapplicable to any employee who is required to appear as a plaintiff or defendant in civil or criminal proceedings.

Section 12.4 - Injuries Compensable Under Workers' Compensation Act. An employee who suffers an illness or injury which prevents the employee from working and for which the employee filed a claim under the Maryland Workers' Compensation Act shall be compensated for all regular scheduled workdays lost (up to a maximum of ninety (90) calendar days) provided that the employee's illness or injury is compensable under the Workers' Compensation Act, and provided further that the employee reimburses the Board for any monies paid under this section upon receipt by the employee of compensation under the Workers' Compensation Act. In the event the claim is not allowed under the Workers' Compensation Act, the employee will be indebted to the Board for the amount of compensation paid by the Board under this Section. In no event shall paid leave under this Section extend beyond the period for which the employee is

eligible to receive compensation for income lost under the Workers' Compensation Act. If, at the expiration of ninety (90) calendar days, the employee is still suffering from such an illness or injury and is unable to work, the employee shall be entitled to use accumulated sick leave on a pro-rata basis, in the amount which, when added to workers' compensation, will provide the equivalent of the employee's regular rate of pay.

Section 12.5 - Military Leave. An employee called to emergency duty or required to serve in a military training or reserve program by the Armed Forces of the United States shall be compensated by the Board in the amount of the difference between this regular rate for a period not to exceed fifteen (15) regular scheduled workdays lost in a fiscal year and the amount received as military pay provided that he is prepared to offer valid proof of such military service. The Board shall also comply with all provisions of applicable federal, state and local laws relating to leave and reinstatement from leave for veterans.

Section 12.6 - Leave of Absence Without Pay.

- (a) Grant of Leave. Leave without pay for a period of up to six (6) months may be granted to an employee for unusual, imperative, medical or educational reasons, if no other leave program is available, provided that the employee secures the approval of the appropriate manager prior to commencing such leave. An employee on leave under this section may continue participation in the employee insurance plan, provided the employee pays the full cost of all premiums. An employee on leave under this section may not contribute to the retirement system.
- (b) Reinstatement from Leave. Upon expiration of approved leave under this Section, an employee will be reinstated to the employee's former position at the employee's former location, provided:
  - (i) the employee is still qualified to perform the duties of the position; and
  - (ii) the position is still available; and
  - (iii) the employee is available for work upon expiration of the leave.

Should an employee desire to return to work prior to the expiration of the approved leave, the employee will be reinstated to their former position as soon as a vacancy occurs in such position; or the employee may elect to return to another vacant position offered by the Board. If the employee accepts an offer to return to a position other than the position that the employee held upon commencement of the leave, the College shall have no obligation to return the employee to the employee's former position. Leave under this section shall not be considered a break in seniority for purposes of Article 7 of this Agreement, but shall not be considered creditable service in computing other benefits provided under this Agreement.

Section 12.7 - Urgent Personal Business Leave. Each 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. The employee shall submit a written notice twenty-four (24) hours in advance to their immediate supervisor stating the reason for such leave; provided that advanced notice shall not be required in cases of demonstrated need. Unused leave under this section shall be added to sick leave in the following fiscal year. An urgent personal business leave day may not be taken immediately preceding or following a holiday or vacation day.



Section 12.8 - Parental Leave. Employees shall be granted the same Parental leave benefits as other Board employees during the term of this Agreement.

Section 12.9 - Sick Leave Donation. Each employee in the bargaining unit may voluntarily donate a maximum of 16 hours of accumulated sick leave balance to another employee in the bargaining unit. The purpose of sick leave donation is to provide assistance to employees who may be in danger of leave without pay status due to a serious illness or injury. The donor must be in pay status on the effective date of the donation. The donee may use the donated sick leave in accordance with existing College policy. The College will monitor the donations through the use of a written form obtaining approval from donors. It shall be the responsibility of the employee and the Union to locate and identify donors, but employees are under no obligation to make donations.

Section 12.10 - Light Duty. Subject to the requirements of law, and following exhaustion of any applicable leave or intermittent time off under the Family and Medical Leave Act, an employee who is unable to perform the essential functions of their regular position, with or without accommodation, and who is certified by a health care practitioner satisfactory to the College as available for light duty, may be assigned light duty for up to 90 calendar days. Suitable light duty must be available. At the end of the 90 day period, if the employee is unable to perform the essential functions of their regular position, or of another available regular position for which he is otherwise fully qualified as defined in Section 7.5, with or without accommodation, the employee will be removed from the payroll. An employee removed from the payroll under this Section will receive benefits as a terminated employee, except that he will receive pay for all accrued, but unused vacation. In addition, the employee's seniority shall not terminate until twenty-four (24) consecutive months since the employee's last day worked, or a period exceeding the length of the employee's seniority, whichever is less. During that period, if the employee becomes able to perform the essential functions of any available position for which the employee is qualified as defined in Section 7.5, with or without accommodation, the employee will be treated as an internal applicant for any job for which he applies. If the employee is rehired, seniority shall be restored. The College assumes no responsibility to notify employees about any position.

Section 12.11 - Family and Medical Leave. An employee who has been employed by the College for 12 months and who has completed 1250 hours of work during the 12-month period immediately preceding the beginning of such leave, shall be entitled to leave under the Family Medical Leave Act of 1993 (FMLA). 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.

## ARTICLE 13: NO STRIKES OR LOCKOUTS

Section 13.1 - No Strikes. Employees, the Union and its members, shall not authorize, cause, encourage, or participate in any strike, sympathy strike, or other interference with or interruption of work.

Section 13.2 - No Lockouts. In consideration of this no-strike pledge by the Union, for the duration of this Agreement, the Board shall not lock out its employees.

## ARTICLE 14: UNION PRIVILEGES

Section 14.1 - Union Visitation. With the permission of the appropriate vice president or their designee, representatives of the Union shall have reasonable access to College premises for the purpose of conferring with the College, or employees, in the administration of this Agreement. Such permission shall not be unreasonably withheld by the College, but it shall not be granted at a time when it would interfere with the efficient operation of the College.

Section 14.2 - Bulletin Boards. The College agrees to provide bulletin boards on each campus for the Union for the purpose of allowing the Union to inform its membership of Union business; provided that such material does not violate criteria generally applicable to the posting of notices on Board property.

Section 14.3 - College Mail System. The College agrees to permit the Union to utilize the College's mail system for distribution of official Union notices to employees, provided that such material does not violate the criteria generally applicable to the use of the College mail system.

Section 14.4 - Union Office Leave. Leave of absence without pay for the purpose of holding full-time office in the Union or the International Union for a period not to exceed one (1) year shall be granted to no more than one (1) employee at any one time, provided the Board is given at least fourteen (14) calendar days advance notice of such request for leave. Such leave may be extended for additional one (1) year periods by mutual agreement of the Board and the Union.

Section 14.5 - Union Business Leave. The Board shall grant seventy-two (72) hours of paid leave per year, for the purpose of attending official functions, seminars and conventions sponsored by the Union. Other approved leaves, for the purpose of attending grievance/arbitration meetings, negotiation meetings, and administrative meetings with system management as approved and agreed by the College, shall not count against the seventy-two (72) hour grant. The employees who shall use such leave shall be determined by the Union. The scheduling of the leave must be approved by the employee's immediate supervisor.

Section 14.6 - Job Descriptions. Copies of job descriptions for unit classifications shall be made available to the Union upon request.

Section 14.7 - Membership Dues Reopener. If the Board negotiates new terms for membership dues or similar payments for any group of Board employees represented by a collective bargaining representative that the Union views as more favorable than those afforded the Union, the Board agrees to open negotiations with the Union on that issue.

Section 14.8 - Board Agenda. A copy of every Board agenda will be provided to the president of the Union.

## ARTICLE 15: SAFETY AND HEALTH

Section 15.1 - Safe Working Conditions. Safe and healthy working conditions are the objective of the Board, the employees, and the Union. The Board shall maintain safe and healthy working conditions and the Union shall encourage employees to work in a safe manner and to cooperate with the Board in maintaining the Board's rules, policies and practices pertaining to safety and health.

- (a) Safety Shoes. The Board shall provide a safety shoe allowance at \$125 for each employee required to wear them, including groundskeepers, general services employees excluding those assigned to mail duties, maintenance mechanics, utility engineers and custodians assigned to moving furniture. The Board shall replace safety shoes for these workers as needed. Employees who receive the reimbursement are subject to discipline for failing to wear safety shoes.
  
- (b) Uniforms. The Board shall provide appropriate uniform shirts to unit members. They will be required to wear them with dark pants, shorts, or skirts i.e., brown, blue or black. Jeans satisfy this standard. In the event that the Board provides uniform shirts and pants, shorts, or skirts to unit members, they will be required to wear them.

Section 15.2 - Safety Committee. There shall be established a safety committee at each College, consisting of four (4) members, two (2) of whom shall be appointed by the Union from among the employees and two (2) of whom shall be appointed by the Board. The Committee shall meet periodically for the purpose of discussing matters relating to safety and health and report its findings and recommendations to the Board for consideration.

### Section 15.3 – Post-Employment Drug and Alcohol Testing.

- (a) There are several circumstances under which the college may require that a staff member pass a drug and/or alcohol test:
  - 1. The College may require an employee who is involved in an accident while on duty that results in personal injury and/or property damage estimated to be greater than \$100 to submit to a drug and/or alcohol test. This may occur when the College has reason to believe that the employee may have been responsible for the accident.
  - 2. When the College becomes aware that an employee has been either convicted or received an adjudication from a court of law that is anything other than acquittal (for example, Probation Before Judgment) on a criminal charge related to the illegal use of drugs, the employee will be required to submit to a drug test.
  - 3. When the College has reason to believe that an employee may be at work under the influence of illicit drugs and/or alcohol, or be at work in an impaired condition due to the use of legitimately prescribed medication, the

college may require the employee to submit to a drug and/or alcohol screening and possibly a fitness for duty examination.

4. If an employee seeks treatment for substance abuse (including alcoholism) he or she will be expected to pass a drug and/or alcohol test before allowed to return to work after receiving treatment. Additionally, the College may require the employee to submit to randomly scheduled drug or alcohol tests (generally for a period of 6-12 months depending upon the recommendation of the College's Employee Assistance Program).
- (b) An employee who refuses to submit to drug and/or alcohol testing will be considered to be insubordinate and will be suspended with the intent to terminate employment.
- (c) **Standards for Drug and Alcohol Testing:**  
All drug and alcohol testing will be conducted by a lab certified as a federally and state approved testing facility. The standard drug test used is a ten-panel urine screen. Alcohol screening is either conducted through a breathalyzer exam or a blood alcohol exam. The testing facility will report the result on drug screens as either pass or fail. Any results that are potentially failing results are reviewed and certified by a Medical Review Officer before being reported as failing. Results for alcohol tests are reported as a blood alcohol level. A blood alcohol higher than .02 will be considered to be a failing result.

The College will provide any person who tests positive, and whose test results have been confirmed, with the following information within 30 days of the date that the test was performed:

1. A copy of the laboratory test results;
  2. A copy of this written policy on the use or abuse of dangerous substances;
  3. If applicable, written notice of the College's intent to take disciplinary action, terminate employment, or change the conditions of continued employment; and
  4. A statement permitting the employee to request independent testing of the same sample for verification of the test results at the employee's expense."
- (d) **Consequences if an Employee Fails a Drug and/or Alcohol Screen:**  
Being at work under the influence of illicit drugs and/or alcohol is considered to be gross misconduct and a serious violation of the College's standards of conduct. As such, an employee who fails a drug screen may be subject to disciplinary action up to and including termination even without prior warning. At its discretion, the College may offer an employee who has failed a drug and/or alcohol screening the opportunity to be assessed by a substance abuse counselor. If the counselor recommends rehabilitation or other follow up counseling, the College will support the employee in this endeavor by allowing for appropriate

time off either under FMLA or other leave if the employee is not eligible for FMLA. However, as a condition of being allowed to work, the employee must provide evidence that he or she has complied with the counselor's recommendations regarding treatment and the employee must pass a follow up drug and or alcohol screening before being allowed to return to work. Additionally, the employee will be subject to follow up screening, scheduled at the college's discretion, without advance notice, for a period of at least 6 months. Refusal to submit to a follow up screen will be considered insubordination and the employee will be subject to termination. A positive result on a follow up screen will be cause for immediate termination.

## ARTICLE 16: LABOR MANAGEMENT MEETINGS

Section 16.1 Purpose: Labor Management Meetings shall be for the sole purpose of maintaining communications in order to cooperatively discuss and resolve issues of mutual concern to both parties. Labor Management Meetings shall not be considered negotiations, nor shall they be a substitute for the grievance procedure set forth in Article 5 of this Agreement.

Section 16.2 Agenda Items. Items to be included on the agenda for Labor Management Meetings are to be submitted at least 7 calendar days in advance of the schedule meeting dates.

Section 16.3 Scheduling. Labor Management Meetings shall be scheduled upon the request of either party, but not more frequently than each calendar quarter except as may be mutually agreed on a case by case basis.

Section 16.4 Management Functions. Nothing in this Article 16 is intended to modify or restrict the Board's authority to exercise all management functions and prerogatives retained and vested exclusively in the Board as provided in Article 2 of this Agreement.

## ARTICLE 17: DURATION OF AGREEMENT

Section 17.1 - Effective Period. This Agreement shall become effective as of July 1, 2021 ,and shall continue in full force and effect until June 30, 2026.

During each year of the Agreement, the College shall seek funding for step increases for employees who meet performance expectations in accordance with the regular pay practices of the College. Any salary increases that are approved and funded in fact will be provided to employees in accordance with the regular pay practices of the College.

Either party may give notice prior to December 31, 2022 or any December 31 thereafter that they desire to renegotiate parts or all of Article 9 (Wages) for the upcoming fiscal year. If either party gives such notice, this Agreement shall continue in full force and effect until modified by the parties.

After June 30, 2026, this agreement shall be self-renewing for yearly periods, unless written notice of intent to terminate or modify this Agreement is served in writing by either party to the other not later than November 30, 2025, or November 30 of any subsequent year.

Section 17.2 - Separability. If any term or provision of this Agreement is at any time during the life of this Agreement in conflict with any law or court decision, such term or provision shall continue in effect only to the extent permitted by such law or court decision. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

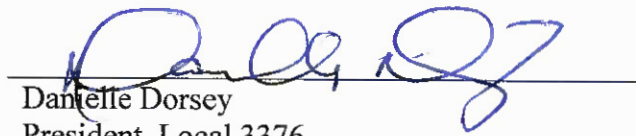
Section 17.3 - Finality. The express provisions of this Agreement, for its duration, constitute the complete and total agreement between the Board and the Union. It is further agreed that this Agreement can only be added to, detracted from, altered, amended, or modified by a document, in writing, signed on behalf of the Union and the Board.

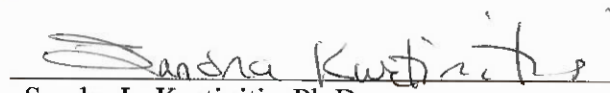
**Dated and Agreed to this 26th day of January 2022:**

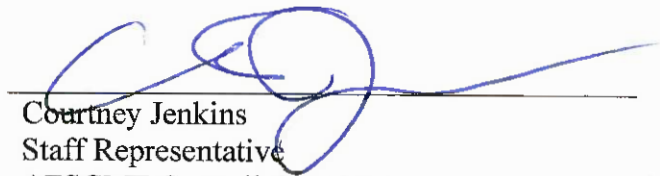
**Community College of Baltimore County**

**American Federation of State, County and  
Municipal Employees Local 3376**

  
\_\_\_\_\_  
J. D. Urbach  
Chair, Board of Trustees

  
\_\_\_\_\_  
Dantelle Dorsey  
President, Local 3376

  
\_\_\_\_\_  
Sandra L. Kurtinitis, Ph.D.  
President

  
\_\_\_\_\_  
Courtney Jenkins  
Staff Representative  
AFSCME Council 67, AFL-CIO

**APPENDIX A**  
**COMMUNITY COLLEGE OF BALTIMORE COUNTY**  
**UNIT ONE POSITIONS**

Grade H3

Custodian Without a Driver's License

Grade H3A

Custodian with Driver's License

Grade H4

General Services Clerk

Groundskeeper

Grade H5

General Services Technician II

Athletic Specialist

Building and Maintenance Mechanic III

Grade H6 and H7

Lead Custodian I

Lead Groundskeeper

General Services Technician I

Landscaper

Grade H8

General Services Specialist

Grade H9

Grade H10

Grade H11

Building and Maintenance Mechanic II

Vehicle/Equipment Mechanic II

Grade H12

Building and Maintenance Mechanic I

Vehicle/Equipment Mechanic I

Grade H13

Utility Engineer II

Grade H14

Utility Engineer I

FY2022 Pay Scale for Facilities, Wellness and Athletics (AFSCME Unit 1)

<b>Facilities, Wellness and Athletics (AFSCME Unit 1)</b>																		
<b>Facilities, Wellness and Athletics (AFSCME Unit 1) Effective 7/1/2021</b>																		
Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
H2					13.03	13.44	13.88	14.33	14.79	15.28	15.76	16.28	16.80	17.34	17.89	18.45	19.02	19.59
H3					14.16	14.57	15.00	15.45	15.91	16.40	16.89	17.40	17.92	18.46	19.02	19.58	20.18	20.79
H3A					14.26	14.68	15.12	15.57	16.02	16.51	17.00	17.50	18.03	18.56	19.14	19.69	20.28	20.89
H4				14.93	15.38	15.84	16.31	16.81	17.30	17.82	18.36	18.91	19.48	20.05	20.67	21.30	21.92	22.57
H5			15.08	15.52	16.00	16.47	16.96	17.48	18.00	18.53	19.09	19.67	20.27	20.87	21.49	22.13	22.80	
H6/H7		15.70	16.31	16.96	17.66	18.35	19.09	19.85	20.44	21.06	21.70	22.35	23.01	23.70	24.42	25.15		
H8	15.88	16.64	17.21	17.86	18.60	19.19	19.82	20.57	21.28	21.76	22.43	23.04	23.96	24.79	25.65			Shift
H9	16.65	17.45	18.03	18.75	19.50	20.12	20.77	21.58	22.32	22.83	23.52	24.17	25.13	25.99	26.91			U1 - \$0.00
H10	17.48	18.31	18.92	19.64	20.46	21.10	21.76	22.61	23.41	23.94	24.68	25.36	26.36	27.29	28.23			U2 - \$0.60
H11	17.91	18.45	19.01	19.57	20.17	20.77	21.39	22.03	22.68	23.37	24.07	24.79	25.53	26.30	27.08			U3 - \$1.00
H12	19.90	20.50	21.10	21.76	22.41	23.06	23.77	24.47	25.20	25.96	26.74	27.54	28.38	29.22	30.10			U4 - \$0.00
H13	22.45	23.13	23.81	24.53	25.26	26.01	26.81	27.61	28.44	29.29	30.17	31.08	32.01	32.97	33.95			U5 - \$0.60
H14	24.93	25.68	26.46	27.26	28.07	28.91	29.77	30.68	31.59	32.55	33.52	34.53	35.57	36.63	37.73			U6 - \$1.00

<b>Facilities, Wellness and Athletics (AFSCME Unit 1)</b>																				
<b>Facilities, Wellness and Athletics (AFSCME Unit 1) Effective 1/1/2022</b>																				
Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
H2					-13.29	-13.71	-14.16	-14.62	-15.09	-15.59	-16.08	-16.61	-17.14	-17.69	-18.25	-18.82	-19.40	-19.98	-20.38	-20.79
H3					-14.44	-14.86	15.30	15.76	16.23	16.73	17.23	17.75	18.28	18.83	19.40	19.97	20.58	21.21	<b>21.63</b>	<b>22.06</b>
H3A					-14.55	-14.97	15.42	15.88	16.34	16.84	17.34	17.85	18.39	18.93	19.52	20.08	20.69	21.31	<b>21.73</b>	<b>22.17</b>
H4				-15.23	15.69	16.16	16.64	17.15	17.65	18.18	18.73	19.29	19.87	20.45	21.08	21.73	22.36	23.02	<b>23.48</b>	
H5			-15.08	15.83	16.32	16.80	17.30	17.83	18.36	18.90	19.47	20.06	20.68	21.29	21.92	22.57	23.26	<b>23.72</b>		
H6/H7		-16.01	16.64	17.30	18.01	18.72	19.47	20.25	20.85	21.48	22.13	22.80	23.47	24.17	24.91	25.65	<b>26.17</b>			
H8	-16.20	-16.97	17.55	18.22	18.97	19.57	20.22	20.98	21.71	22.20	22.88	23.50	24.44	25.29	26.16	<b>26.69</b>			Shift	
H9	-16.98	-17.80	18.39	19.13	19.89	20.52	21.19	22.01	22.77	23.29	23.99	24.65	25.63	26.51	27.45	<b>28.00</b>			U1 - \$0.00	
H10	-17.83	-18.68	19.30	20.03	20.87	21.52	22.20	23.06	23.88	24.42	25.17	25.87	26.89	27.84	28.79	<b>29.37</b>			U2 - \$0.60	
H11	-18.27	-18.82	19.39	19.96	20.57	21.19	21.82	22.47	23.13	23.84	24.55	25.29	26.04	26.83	27.62	<b>28.17</b>			U3 - \$1.00	
H12	-20.30	-20.91	21.52	22.20	22.86	23.52	24.25	24.96	25.70	26.48	27.27	28.09	28.95	29.80	30.70	<b>31.32</b>			U4 - \$0.00	
H13	-22.90	-23.59	24.29	25.02	25.77	26.53	27.35	28.16	29.01	29.88	30.77	31.70	32.65	33.63	34.63	<b>35.32</b>			U5 - \$0.60	
H14	-25.43	-26.19	26.99	27.81	28.63	29.49	30.37	31.29	32.22	33.20	34.19	35.22	36.28	37.36	38.48	<b>39.25</b>			U6 - \$1.00	