

AGREEMENT

BETWEEN

PRINCE GEORGE'S COMMUNITY COLLEGE

and

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL

EMPLOYEES, MARYLAND COUNCIL 3,

and

PRINCE GEORGE'S COMMUNITY COLLEGE

EMPLOYEES LOCAL 1646, AFL-CIO

from

July 1, 2023

through

June 30, 2026

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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 3 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 their 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 their 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 their most recent date of hire. Seniority shall not accrue until an employee has successfully completed their 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 their 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 their 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 their 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 Vice President, Equity, Culture, and Talent, or designee, the Union shall be permitted to post notices on designated Prince George’s Community College bulletin boards. Such permission shall not be unreasonably withheld. The College shall allow the Union to post on bulletin boards located on College premises, furnished by the College, its official

notices of the following Union activities: meetings, elections and results of elections, appointments, recreational, and social affairs. No information or materials posted on the bulletin boards may be in violation of College policies and procedures.

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 accordance with the procedures established by the College for Prince George's Community College organizations.

Section 5.3 - Campus Mail.

The College intra-College email and mail system shall be made available to the Union in accordance with the policies and procedures established by Management for Prince George's Community College organizations. Nothing in this agreement shall preclude the Union from being able to communicate important updates with their membership, so long as such communication is consistent with College policies and procedures.

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 3 Representative.

Representatives of the Union shall have reasonable access to the College campus for the purpose of conferring with the College, the Union shop stewards, and administering the Agreement. This shall not interfere with the work process or the orderly operation of the maintenance, services, or procedures as prescribed by the College. Meeting space reserved under this Section 5.5 must be requested and approved in accordance with College policies and procedures. Nothing in this Section shall be construed as relieving employees of the requirement to obtain supervisory approval to take time during the working hours to attend to Union business. Meetings with College representatives must be scheduled in advance.

Section 5.6 - Stewards.

(A) Effective upon ratification of this Agreement, the College will recognize eight (8) 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 their 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 Vice President, Equity, Culture, and Talent, 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.

(B) Effective upon ratification of this Agreement, eight (8) hours of paid leave per every 40 employees in the bargaining unit will be provided annually by the College to stewards to investigate and process grievances, conduct hearings, and/or handle contract enforcement issues. The calculation of paid leave under this Section 5.6(B) shall be based on the number of employees in the bargaining unit as of July 1 of each year. The paid leave provided under this Section 5.6(B) is cumulative and may be used by any combination of stewards. For example, if as of July 1 there are 120 bargaining unit employees, the College would provide 24 hours of paid leave under this Section 5.6(B). Paid leave under this Section may be used in increments of one (1) or more hours. Stewards must obtain authorization from their immediate supervisor for paid leave under this Section. Leave pursuant to this Section 5.6(B) does not carry over from year to year. The College may deny paid leave under this Section based on operational needs reasonably determined by the College, however such requests will not be unreasonably denied. If the College denies leave based on operational needs in accordance with this Section, the College shall, upon written request of the Union, provide the specific reasons for the denial in writing and confer with the steward to identify a time when the leave may be used.

(C) Stewards and Local Union Officers may attend negotiations sessions on paid time without the need to use paid leave. Stewards and Local Union Officers shall email their immediate supervisor, with a copy to the Office of Equity, Culture, and Talent, at least one (1) week in advance of negotiation session dates and times to inform them of the need to attend negotiations. Where a negotiation session is scheduled such that one (1) week advance notice cannot be provided, the steward or Local Union Officer shall provide notice as soon as the scheduled negotiation date is known.

Section 5.7 - Union Business Leave.

(A) The College will grant 160 hours of paid union business leave per fiscal year that may be used by any employee in the bargaining unit. The hours of paid union business leave provided under this Section 5.7(A) are cumulative and may be divided among bargaining unit employees. If, as of July 1, 2025, the Union believes that 160 hours of union business leave is insufficient to achieve the purposes of union business leave under this Section 5.7, the Union shall notify the Vice President, Equity, Culture, & Talent, or designee, in writing, and the Vice President, Equity, Culture, & Talent, or designee, and Local Union President, or designee, shall meet to discuss the amount of union business leave provided and whether modification of the amount is appropriate.

(B) No more than a total of 40 hours of union business leave may be used by a single employee each fiscal year without approval of the employee's immediate supervisor and Vice President, Equity, Culture, & Talent.

(C) Union business leave does not carry over from year to year.

(D) Union business leave may be used only for attending official functions, seminars, and conventions sponsored by the Union.

(E) An employee eligible to request union business leave must provide a written request to their immediate supervisor, with a copy to the Vice President, Equity, Culture, & Talent, or designee, 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 Vice President, Equity, Culture, & Talent, or designee, before the employee may take the leave.

(F) Only one (1) employee from a department may use union business leave at a given time unless prior approval is obtained from the employees' immediate supervisor and the Vice President, Equity, Culture, & Talent.

(G) Union business leave is not permitted during College enrollment, registration, or commencement, and other restricted periods, as determined by the College. An exception to this restriction may be approved by the Vice President, Equity, Culture, & Talent.

(H) 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.

Section 5.8 – New Employee Processing.

Effective July 1, 2023, the College will provide the Union forty-five (45) minutes when orienting new Employees. The Union will be informed in advance of new Employees and the schedule of orientation by the Director of Talent, Labor Relations, and Engagement, or designee. The College shall provide at least 10 business days advance notice of orientation unless the orientation session was not reasonably foreseeable. Upon hire, new Employees will be informed of the Union's orientation session by the Director of Talent, Labor Relations, and Engagement, or designee.

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 Equity, Culture, and Talent 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 their 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 Compensation Manager, 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 the employee's regular work week as defined in Section 8.2. Effective upon ratification of this Agreement, employees whose regular work week is 37.5 hours per week will be paid overtime after 37.5 hours worked in a work week. Employees

whose regular work week is 40 hours per week will be paid overtime after 40 hours worked in a 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 2024, employees will receive a three and one half percent (3.5%) wage adjustment applied in the manner set forth in Appendix Two to this Agreement.

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 their 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. Effective upon ratification of this Agreement: (i) full time employees shall receive pay at their regular rate of pay, including any shift differential, during winter and spring break for the number of hours they are regularly scheduled to work; (ii) regular part-time employees shall receive pay at their regular rate of pay, including any shift differential, during spring break for the number of hours they are regularly scheduled to work.

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 their last scheduled work day before and on their 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 their 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 their 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 their 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 their 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 Vice President, Equity, Culture, and Talent, 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 Equity, Culture, and Talent 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 Vice President, Equity, Culture, and Talent, 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 Equity, Culture, and Talent 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 Vice President, Equity, Culture, and Talent, or designee, 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 Vice President, Equity, Culture, and Talent, or designee. 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 Equity, Culture, and Talent 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 Vice President, Equity, Culture, and Talent, or designee. 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 their own participation in the tuition waiver program by email or facsimile.

ARTICLE 15 – NON-DISCIPLINARY ACTIONS, DISCIPLINE, AND DISCHARGE

Section 15.1 – Scope.

The intent of the College and the Union is to have employees perform to their maximum potential in a positive-feedback environment. Non-disciplinary counseling, performance improvement plans (Success Plans), mandatory paid training, progressive discipline, or other remedial actions may be used to provide an employee with the opportunity to improve performance or correct violations of Prince George's Community College policy prior to the termination of employment.

Section 15.2 – Non-Disciplinary Actions.

(A) Definition.

Actions that are non-disciplinary may be taken by the College in an effort to correct an employee's inappropriate behavior or as a means of causing an improvement in performance to an acceptable level before or after engaging in progressive discipline. The provisions of Article 16 of this Agreement do not apply to actions taken under this Section 15.2.

(B) Counseling.

Prior to progressive discipline, counseling may be used to afford an employee an early opportunity to address and correct a matter of concern that may lead to disciplinary action. Counseling is not discipline and Union representative need not be present when counseling is provided.

(C) Mandatory Training.

The College may determine that mandatory paid training could address and correct an employee's conduct or behavior, or provide an employee with additional support to be successful. Training may be internal or external in the College's discretion.

(D) Other Remedial Action.

The College may determine, in its discretion, that non-disciplinary actions other than those listed in this Section 15.2 are appropriate to correct an employee's inappropriate behavior or as a means of causing an improvement in performance before or after engaging in progressive discipline under Section 15.3 of this Article 15.

(E) Conflict Resolution.

An employee may ask to engage in dialogue, coaching, mediated discussions, or other forms of conflict resolution in an effort to address concerns regarding the employee's performance prior to the initiation of progressive discipline under Section 15.4 of this Article 15. The College and the Union agree to encourage employees to participate in efforts at conflict resolution.

Section 15.3 - Performance Improvement Plan/Success Plan.

The College may determine that a performance improvement plan (Success Plan) could be useful in some circumstances to afford an employee an opportunity to address concerns that the employee's performance is not meeting the College's legitimate expectations. A Success Plan is not discipline, however, a Union representative may be present as an observer when a Success Plan is provided. The provisions of Article 16 of this Agreement do not apply to actions taken under this Section 15.3. Failure to successfully complete a Success Plan may result in discipline, up to and including termination of employment, under Section 15.4 of this Article 15.

Section 15.4 – Progressive Discipline.

(A) Definition.

Discipline and discharge of employees shall be for just cause. Employees generally will be progressively disciplined, but the College may, in its discretion, warn, reprimand, transfer, demote, suspend or discharge employees without first providing progressive discipline. 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. Discipline shall be administered in a confidential and timely manner between the involved parties. Employees should be provided the specific subject matter at issue before an investigatory or disciplinary meeting is held, including the policy, procedure, and/or rule at issue. Disciplinary action will be issued through the Department the employee works in, or designee. Disciplinary action must be issued within 90 calendar days of when the College becomes aware of the reason for such action or reasonably

should be aware of the reason unless there are extenuating circumstances, in the College's sole and reasonable discretion, that inhibited the ability to issue disciplinary action within the 90-day period.

(B) Union Representation.

An employee may request that a shop steward designated by the Union be present at an investigatory meeting and/or a meeting where discipline is to be administered and the request shall not be denied unless honoring the request would cause undue delay in the administration of the discipline. A second shop steward or Local Union Officer may be present at a meeting solely to be trained as a shop steward or Local Union Officer so long as the Union notifies the College at least one (1) business day in advance of the meeting that a second shop steward or Local Union Officer will be present. If an employee elects to not have union representation in writing, a shop steward, the Local President, or AFSCME Council 3 representative may nonetheless be present at a meeting under this paragraph solely to observe.

The College will provide the Local President and the AFSCME Council 3 Representative a copy, via email, of disciplinary actions issued under Section 15.4. The College will notify the Local President and the AFSCME Council 3 Representative of disciplinary meetings, including meetings that may lead to discipline of the involved employee prior to the meeting.

(C) Interpreters or Translators.

The College may provide an interpreter or translator in a non-disciplinary action meeting under Section 15.2 of this Article, an investigative meeting, or disciplinary meeting if the employee or the Union so requests, or if the College determines that doing so will be beneficial. If an employee or the Union requests an interpreter, such request must be made within two (2) business days of the meeting. If a timely request is not made by the employee or the Union, the College may decide to proceed with the meeting without an interpreter or translator.

(D) Forms of Progressive Discipline.

(1) Verbal Warning.

A verbal warning may be issued to an employee in writing following a discussion between a supervisor and the employee, and its issuance noted for future reference by the supervisor. A copy of the warning shall be provided to the employee and an employee will have five (5) days from the date the verbal warning is issued to submit write a rebuttal that will be attached to the verbal warning. A copy of the warning and rebuttal, if any will not be placed in the employee's personnel file in Equity, Culture, and Talent, but the verbal warning it may be used as the basis for subsequent discipline and may be attached to subsequent discipline that is placed in the employee's personnel file in Equity, Culture, and Talent.

(2) Written Warning.

A written warning indicating the nature of the problem including references to any prior warnings and reprimands, and the necessary corrective action, may be issued following a discussion between the supervisor and the employee. The written warning will be signed by the supervisor and copies forwarded to the employee and to the Director of Talent and Labor Relations.

(3) Suspension Without Pay.

An employee may be suspended without pay for a specified period of time when disciplinary action more severe than a warning, but less severe than discharge, is warranted in the judgment of the College. After affording an employee an opportunity to be heard, the Director of Talent, Labor Relations, and Engagement, or designee, may impose the suspension based upon the recommendation of the supervisor and second level supervisor, if there is one. A letter of suspension will be provided to the employee and the Union. Suspensions without pay will generally not exceed five (5) working days unless circumstances so warrant.

(4) Discharge.

An employee's employment with the College may be terminated for just cause when the employee's performance or behavior is not meeting the legitimate expectations of the College. Examples of reasons that justify discharge include, but are not limited to, the reasons set forth in the College Code, policies, and procedures.

(E) Consideration of Prior Discipline.

The College will not consider in subsequent disciplinary actions, discipline that was provided to the employee more than two (2) years prior, provided that the prior discipline did not involve an issue related to discrimination, harassment, safety and health, truthfulness and dishonesty, or was of the same nature as the subsequent discipline. After two (2) years the employee may submit a written request to the Director of Talent, Labor Relations, and Engagement for expungement of such disciplinary actions. Expungement prior to two (2) years may be approved at the discretion of the Director of Talent, Labor Relations, and Engagement. If the request is denied, a representative from the office of Talent, Labor Relations, and Engagement will discuss the issue with the employee and a Union representative, if the employee asks to do so. Disciplinary actions involving an issue related to discrimination, harassment, safety and health, and truthfulness, and dishonesty shall not be expunged.

(F) Administrative Leave During Investigation.

An employee may be placed on administrative leave without pay for up to three (3) 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 Vice President, Equity, Culture, & Talent, or designee, issues the College's decision regarding the discipline, if any, to be administered to the employee.

ARTICLE 16 – GRIEVANCE PROCEDURE

Section 16.1 - Standard Procedure.

(A) Definitions.

(1) Grievance.

A “grievance” is a written complaint that the College has violated an express provision of this Agreement and that an employee or employees have been personally aggrieved thereby.

(2) Meeting.

In this Article 16, a meeting means that the employee has or employees have the opportunity to present the employee's concerns to the designated College representative.

(3) Informal Hearing.

In this Article 16, an informal hearing means a session at which the evidence against the employee(s) will be presented. The employee will be permitted to speak on their own behalf, question witnesses and present witnesses on their behalf, and the College has the opportunity to question witnesses and present witnesses.

(B) Procedures.

Informal Resolution.

The Union and/or employee(s) shall attempt to resolve any alleged grievance informally with the employee(s)'s immediate supervisor prior to initiating the formal grievance procedure. The failure of the Union and/or employee(s) to attempt to resolve a grievance informally shall be sufficient reason for the denial of a formal grievance, unless the Union and/or employee(s) can establish that the immediate supervisor refused to participate in an attempt at an informal resolution. If an immediate supervisor refuses to participate in an attempt at an informal resolution, the Union and/or employee(s) shall immediately notify the Talent, Labor Relations, and Engagement (TLRE) Unit, in writing. If a grievance cannot be resolved through informal

discussion with an immediate supervisor or next level supervisor it shall be processed as follows, except that a grievance based upon suspension or a recommendation for discharge shall be handled pursuant to Section 16.1(C) below. The parties shall endeavor to resolve grievance matters at the lowest possible level. The Union and the College may attempt to resolve a grievance during any step of the grievance process.

Step 1.

Within ten (10) days of the event giving rise to the grievance or after the employee(s) reasonably should have known of the event giving rise to the grievance, the Union and/or aggrieved employee(s) may submit a written grievance to the next level supervisor (e.g., campus director or dean) in the employee's chain of command, with a copy to the TLRE Unit and the Union. This supervisor shall schedule a meeting with the employee(s) to be held within ten (10) days of receipt of the written grievance. The supervisor shall submit a written answer to the aggrieved employee(s) within ten (10) days of such meeting and provide a copy of the answer to the TLRE Unit.

Step 2.

In the event the grievance is not satisfactorily adjusted at Step 1, the Union and/or aggrieved employee(s), within ten (10) days after receipt of the Step 1 answer, may submit a written appeal of the Step 1 answer to the next level supervisor in the employee's chain of command, or their designee, with a copy to the TLRE Unit. The next level supervisor, or designee shall schedule a meeting with the aggrieved employee(s) to be held not more than ten (10) days after receipt of the Step 2 appeal. The next level supervisor, or designee shall submit a written answer to the aggrieved employee(s) within ten (10) days after the Step 2 meeting, with a copy to Vice President of Equity, Culture and Talent and the TLRE Unit.

Step 3.

In the event that the grievance is not satisfactorily adjusted at Step 2, the Union and/or aggrieved employee(s), within ten (10) days after receipt of the Step 2 answer, may submit a written grievance appeal to Vice President of Equity, Culture and Talent, or designee, with a copy to the TLRE Unit and the Union. The Vice President of Equity, Culture and Talent, or designee, shall schedule a meeting with the aggrieved employee(s) to be held not later than ten (10) days after receipt of the Step 3 appeal. An informal hearing as defined under Section 16.1(A)(3) of this Article 16 may be requested by the employee (or Union) at the time the grievance appeal to Step 3 is filed. If an informal hearing is not requested at that time, a Step 3 meeting will be held. The Vice President of Equity, Culture and Talent, or designee shall submit a written answer to the aggrieved employee(s) within ten (10) days of such meeting, with a copy to the TLRE Unit and the Union.

(C) Procedure in Cases of Suspension or Discharge.

An employee recommended for suspension without pay or discharge shall receive written notice of: (i) the basis for the suspension or discharge; (ii) the evidence against them; and (iii) the opportunity to present their side to the suspending authority. A grievance regarding a suspension without pay or discharge shall be filed with the Vice President of Equity, Culture and Talent, or designee, with a copy to the ECT Unit within ten (10) days of the date of suspension or discharge. The Vice President of Equity, Culture and Talent, or designee, shall process the grievance at Step 3 of the grievance procedure. A College representative who was not directly consulted in the decision to recommend suspension or discharge will hear the Step 3 grievance.

(D) Grievance Mediation.

In the event the grievance is not satisfactorily adjusted at Step 3, the parties may mutually agree to attempt to resolve the grievance through mediation. A Federal Mediation and Conciliation Service (FMCS) mediator, or other mediator if the parties mutually agreed, shall mediate the grievance. In the event that the grievance is not resolved, at either party's request, the mediator shall provide an oral recommendation or opinion. Neither party is obligated to accept the recommendation. The timeline for filing a demand for arbitration shall be held in abeyance during the pendency of the grievance mediation. The parties may agree to pursue grievance mediation during the pendency of an arbitration proceeding.

(E) Written Presentation.

Any grievance presented at Steps 1 through 3 of this Section 16.1 shall be in writing on a form mutually agreed to by the Union and the College, shall be signed by the aggrieved employee(s) or, where appropriate, by the Union president or shop steward designated by the Union, shall set forth the specific provisions of the Agreement alleged to have been violated, and shall set forth the specific relief sought, or the grievance shall be deemed to have been waived.

(F) 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, the College shall furnish a copy of same to the Union President, or designee. A copy of any written answer of the 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 in Grievances Meetings.

An employee/employees may be represented at the meetings held pursuant to the procedures set forth in this Section 16.1 (or at an informal hearing as defined under Section 16.1(A)(3)) by the Union president, AFSCME Staff Representative, or a shop steward designated

by the Union unless the aggrieved employee(s) object(s) or wishes to represent himself/themselves. In cases where the Union has filed a grievance, the meetings shall be held with the Union President, Union Staff Representative, or a shop steward designated by the Union. By mutual agreement, additional individuals may be present at a grievance meeting where their participation is considered relevant to the issue raised in the grievance.

Section 16.2 – Arbitration.

(A) Election of Arbitration.

In the event that the grievance is not satisfactorily adjusted at Step 3 or through grievance mediation, the Union, within ten (10) days after receipt of the Step 3 answer, may submit a grievance which has been properly processed through the procedure set forth in Section 16.1 of this Article to final and binding arbitration. In such cases, the election of arbitration shall be made by the Union with written notice of such intent to the Vice President of Equity, Culture and Talent, or designee, with a copy to the TLRE Unit within ten (10) 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 three (3) 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, Homer LaRue, and Alan Symonette as members of said panel. If an arbitrator is no longer available, 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.

(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 their jurisdiction and authority, as specified in this Agreement, shall be served on both parties.

(D) Fees and Expenses of Arbitration.

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

Section 16.3 – Time Limitations.

Whenever used in this Article 16, the word “days” shall mean all days during the calendar year other than Saturdays, Sundays, and 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. The aggrieved employee/Union shall be solely responsible for keeping the time limits set forth in this Article. If the aggrieved employee/Union fails 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 16.4 – Method of Delivery.

For the purposes of this Article 16, a grievance, appeal, or the 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, emailed to that person’s College email address, or mailed to that person by certified mail, return receipt requested, through the United States Postal Service. The TLRE Unit’s contact email is ECT-TLRE@pgcc.edu. The College will notify the Union by email of the fact that an answer has been issued.

Section 16.5 – Matters Not Covered by Article 16.

If an employee has a concern that does not fall under the definition of grievance in Section 16.1(A)(1) of this Article 16, an employee may bring that concern forward to the College through the TLRE Unit or by using processes available under applicable provisions of the College’s Policies and Procedures. An employee may have a Union representative assist them in doing so.

Section 16.6 – No Retaliation.

Employees will not be retaliated against for filing a grievance under this Article 16.

ARTICLE 17 – PERSONNEL FILES

The College will maintain one (1) official personnel file in the Equity, Culture, and Talent Office 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, their personnel file to the Equity, Culture, and Talent Office. Upon reasonable notice, an employee may review their personnel file

in the presence of a Equity, Culture, and Talent 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 Vice President, Equity, Culture, and Talent, or designee, a written rebuttal to any document placed in their 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 their personnel file, after one year, which will be removed upon approval by the Vice President, Equity, Culture, and Talent, or designee, 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. Effective upon ratification of this Agreement, the College shall provide a \$250 annual stipend to officers in public safety who are required to wear a uniform. Half of the stipend will be provided in January of each year and the other half will be provided in July of each year.

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.

In order to foster cooperative and collaborative labor relations between Management and the Union and to attempt to resolve matters that affect bargaining unit employees, there is hereby established a Labor/Management Collaboration Committee (LMCC). This Committee shall be comprised of up to three representatives of Management and three representatives of the Union. The Committee shall meet at least six times per fiscal year to discuss issues of concern to Management and the Union. Both parties agree to participate in LMCC, which may meet more frequently when mutually agreeable to both parties to discuss issues that arise. Management and the Union shall exchange proposed agenda items at least one week in advance of each meeting. If a scheduled meeting is cancelled, Management and the Union will attempt to reschedule the meeting within three (3) weeks of the date of the cancelled meeting. When appropriate, Department Heads and other members of Management, or designees, may attend LMCC meetings, and requests for such individuals to attend will not be unreasonably denied. If Department Heads or other members of Management are to attend LMCC meetings, their

schedules will be considered when scheduling such meetings. Additional Union and/or Management representatives may attend when mutually agreeable to discuss designated topics. LMCC meetings are not intended for discussion or resolution of matters specific to individual employees, grievances, or matters that are subject to collective bargaining. When agenda items affect a specific group of employees covered by this Agreement, a group representative may, at the Union's request, and with the concurrence of the College in advance of the meeting, also be permitted to attend the meeting.

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 their supervisor of a condition that the employee considers unsafe. If Management determines that there is an unsafe working condition, Management will notify affected employees. The College will provide employees with safety training as required by law.

Section 19.3 – College Policies.

The College will notify the Union of any proposed new College-wide policies or reclassifications affecting the bargaining unit at least forty-five (45) calendar days in advance, to the extent possible, and the College will consider input provided in writing by the Union.

Section 19.4 – Copies of College Policies and Procedures.

Upon request, the College will provide the Union President and Council 3 Staff Representative with a copy of the current Prince George's Community College Policies and Procedures.

Section 19.5 – Other Matters.

If during the term of this Agreement the Union desires to discuss matters not specifically addressed in this Agreement, the Union, upon reasonable notice, may discuss such matters with the Vice President, Equity, Culture, and Talent, or designee, a member of the TLRE Unit, or through the Labor/Management Collaboration Committee as set forth in Section 19.1.

ARTICLE 20 – UNION DUES, FEES AND DEDUCTIONS

Section 20.1 – Deduction of Dues.

(A) Payroll Deduction Authorization.

The College agrees to deduct from the salary/wage of each employee who has submitted, either personally or through the Union, a dues deduction authorization card, electronic membership application, or other method by which an employee consents for the deduction. The College shall deduct each bi-weekly pay period, bi-weekly membership dues as certified in writing by the Union and remit such dues to the Union consistent with Md. Code Ann., State Government § 22-209. The certification from the Union shall be provided to the Vice President for Equity, Culture, and Talent, or designee.

Payroll deduction of dues can be canceled only by an employee's individual written or electronic 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: AFSCME Council 3, 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, documentation of revocation of dues deduction authorization, or other certification to the Vice President for Equity, Culture, and Talent, or designee, 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 Vice President for Equity, Culture, and Talent, or designee, the College shall deduct each bi-weekly pay period the amount so requested to the Public Employees Organized to Promote Legislative Equality (PEOPLE) fund. The College shall remit such dues for PEOPLE to the Union by separate payment monthly.

(C) 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 3.

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, 2023 and shall continue in full force and effect until June 30, 2026. 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, 2025, 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 3, PRINCE GEORGE'S
COMMUNITY COLLEGE EMPLOYEES
LOCAL 1646, AFL-CIO

PRINCE GEORGE'S COMMUNITY
COLLEGE

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 Data Integrity Specialist
Admissions & Records Technician
Admissions Specialist
Adult Ed Student Assessment Technician
Allied Health & Nursing Laboratory Assistant
Assistant Manager Creative Services
Assistant Natatorium Coordinator
Associate Producer
Athletic Success Coordinator
Audio Visual Analyst & Event Support
Audio Visual Computer Technician
Audio Visual Support Coordinator
Auto Mechanic
Broadcast Engineering Technician
Budget Specialist (Facilities)
Building Maintenance Technician
Campus Nurse (LPN)
Carpenter
Catalog Editor
Circulation/Media Technician
Command Center Technician
Computer Operator
Computer Specialist
Computer Systems Technician
Computer Technician
Continuing Education Class Planning Organizer
Contracts & Reports Specialist
Coordinator LCC Degree Center
Coordinator UTC Degree Center
Coordinator, Default Management and Client Services
Coordinator, Direct Loans & Inventory Control
Coordinator, Dual Enrollment
Coordinator, eLearning Services
Coordinator, Evening & Weekend
Coordinator, External Programs
Coordinator, Federal Work Study Program & Client Services

Coordinator, Financial Aid
Coordinator, Financial Aid Operations
Coordinator, Financial Aid Outreach
Coordinator, Graduation & Reverse Transfer
Coordinator, Internship & Employer Relations
Coordinator, Instructional Program - Dev Math
Coordinator, Instructional Program - Dev Reading
Coordinator, New Student Orientation and Transition Programs
Coordinator, Online Student Support Services
Coordinator, Public Safety and Law Department Police Academy
Coordinator, Recruit & College Matriculation
Coordinator, Recruit & Community Outreach
Coordinator, Recruit & Community Relations
Coordinator, Recruit & Information Services
Coordinator, Special Scholarships Program
Coordinator, Student Loans
Delivery Driver/Mail Clerk
Desk Attendant
Electrician
Emergency Communications Operator
Environmental Services Worker
Environmental Services Worker/evening
Environmental Services Worker/night
Environmental Services, Lead Person
Event Management Assistant
Event Support Staff
Financial Aid Specialist
Financial Aid Support Specialist
Foundation Accounts Specialist
Grade 2 Stationary Engineer
Grade 3 Stationary Engineer
Graphic Designer
Grounds Maintenance Mechanic
Grounds Maintenance Technician
Grounds Maintenance Technician, Lead
Head Lifeguard
Health Services Simulation Technologist
Health Services Simulation Technologist, Lead
Hospitality Program Assistant
HSCL Technician
Humanities Assistant
Information Center Technician
Intake Assessment Specialist
Lab Assistant Mathematics Learning Center
Lab Technician

Lab Technician Trainee
Lab Technician, Lead
Lead Lab Technician Mathematics Learning
Library Acquisitions and Resource Sharing
Lifeguard
Media Operations Specialist
Office Associate I
Office Associate II
Office Associate III
Operations Coordinator Municipal Police Academy
PC Analyst
PC Analyst II
Plumber
Plumber's Helper
Police Cadet
Police Officer
Pool Operations Assistant/Lifeguard
Printing and Mail Service Delivery Driver
Program Assistant I
Program Assistant II
Program Assistant III (Culinary & Hospitality)
Programmer Analyst II
Public Service Aide
Reader and Scribe
Records Coordinator
Records Technician
Records Specialist
Residency and Records Specialist
Retention Specialist
Scheduling Technician
Science Lab Technician
Senior Audio-Visual Technician
Senior Buyer
Senior Carpenter
Senior Electrician
Senior Information Center Technician
Senior PC Analyst
Senior Records Specialist
Senior Testing Technician
Senior Video Editor/Videographer
Service Desk Technician
Social Media Coordinator
Specialist, Communications and Marketing (CPA)
Specialist, International Students & DSO

Sports Information Specialist
SSS-TRIO Specialist
Stationary Engineer's Assistant
Stores Clerk
Student Account Representative
Student Accounts Specialist
Student Assessment Technician
Student Engagement Assistant
Student Engagement Program Coordinator
Student Services Program Coordinator
Television Lab Technician
Testing Technician
Transfer Credit Evaluator
Transfer Evaluation Assistant
Veteran's Affairs Technician
Video Editor
Videographer/Photographer
Warehouse Receiving Technician
Warehouse, Lead Person
WDCE Data Entry Technician

APPENDIX TWO

WAGE ADJUSTMENTS FOR FISCAL YEAR 2024

As provided in Section 9.7 of the Agreement, the three and one half percent (3.5%) salary improvement for Fiscal Year 2024 shall be applied as follows:

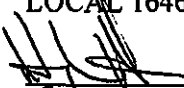
- Effective July 1, 2023, and applies to full-time and part-time, regular employees, the salary improvement is 3.5%;
- Calculation is based on the control point (within the relevant rank, grade or classification) from the FY2023 salary schedules;
- The amount will be added to the employee's base;
- The following criteria apply:
 - Employees with a start date prior to January 1, 2023 will receive the full 3.5% salary improvement;
 - Employees with a start date on or after January 1, 2023 and prior to April 1, 2023 will receive a 1.75% salary improvement, which is 50% of the salary improvement referenced above for July 1, 2023;
 - Employees with a start date on or after April 1, 2023 will not be eligible for the salary improvement;
- There will be no modification of the salary scale for Fiscal Year 2024;
- All employee salaries will fall within the minimum and maximum of the range;
- Employees funded through grants are eligible for the salary improvement, based on the above criteria and only if grant dollars are available.

APPENDIX THREE

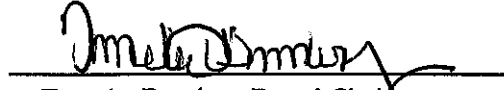
**Prince George's Community College
FY 2024 Staff Salary Schedule
Hourly Rates and Annual Salaries**

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	\$61,113	\$65,187	\$44.79	\$87,341	\$93,163	\$56.39	\$109,961	\$117,291
12	\$28.88	\$56,316	\$60,070	\$41.28	\$80,496	\$85,862	\$51.96	\$101,322	\$108,077
11	\$26.59	\$51,851	\$55,307	\$38.03	\$74,159	\$79,102	\$47.89	\$93,386	\$99,611
10	\$24.52	\$47,814	\$51,002	\$35.06	\$68,367	\$72,925	\$44.15	\$86,093	\$91,832
9	\$22.61	\$44,090	\$47,029	\$32.31	\$63,005	\$67,205	\$40.67	\$79,307	\$84,594
8	\$20.83	\$40,619	\$43,326	\$29.78	\$58,071	\$61,942	\$37.49	\$73,106	\$77,979
7	\$19.20	\$37,440	\$39,936	\$27.53	\$53,684	\$57,262	\$34.55	\$67,373	\$71,864
6	\$17.69	\$34,496	\$36,795	\$25.28	\$49,296	\$52,582	\$31.86	\$62,127	\$66,269
5	\$16.30	\$31,785	\$33,904	\$23.30	\$45,435	\$48,464	\$29.36	\$57,252	\$61,069
4	\$15.02	\$29,289	\$31,242	\$21.49	\$41,906	\$44,699	\$27.05	\$52,748	\$56,264

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
COUNCIL 3, PRINCE GEORGE'S
COMMUNITY COLLEGE EMPLOYEES
LOCAL 1646, AFL-CIO

 AFSCME CN3
Hank Hollis
 Local 1646
Tammy Cameron-Allen

PRINCE GEORGE'S COMMUNITY
COLLEGE


Tomeka Bumbry, Board Chair